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HONORABLE WHITMAN L. HOLT

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re SUMMIT COLLECTIVE INCORPORATED et al., Debtors.[1]	Chapter 11 Lead Case No. 25-02182-WLH11 Jointly Administered DEBTORS' MOTION TO REJECT NON-RESIDENTIAL REAL PROPERTY LEASES AND ABANDON PROPERTY

The above-captioned debtors and debtors in possession (the "Debtors"), move the court pursuant to Bankruptcy Code Sections 365 and 554, to reject non-residential real property leases as set forth herein and to abandon personal property of de minimis value. This motion is based on the files and records herein and on the accompanying Declaration of Angelina Smith.

[1] The Debtors, along with their case numbers, are as follows: Summit Collective Incorporated (25-02182) ("Summit") and Rad Power Bikes Inc. (25-02183) ("RAD").

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I. FACTUAL BACKGROUND

A. Rejection

The Debtors commenced the above-captioned Chapter 11 cases on December 15, 2025. The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

The Debtors have determined that retail operations subject to the following leases ("Retail Leases" leased from the "Retail Landlords") are not resulting in expected performance:

Landlord	Leased Premises
Nicola VA Nickel Inc. 1508 West Broadway, 5th Floor Vancouver, BC V6J 1W8	The Nickel Building 275 W. 5th Avenue Vancouver, British Columbia Canada
GL South Shore, LLC and BL RE Ventures, LLC 150 Woodburn Drive Moreland Hills, OH 44022	2400 5th Avenue South, St. Petersburg, Florida 33712

The Debtors have has determined they do not require use of space in the warehouse subject to the following lease ("Warehouse Lease" leased from the "Warehouse Lessor"[2]):

Warehouse Lessor	Warehouse Space
Woodland Business Center, LLC 1125 NW 53rd Street Seattle, WA 98107	**Rejecting** 1134 NW 52nd Street Seattle, Washington **Not Rejecting** *The Debtors are **not** seeking rejection of leases at the below locations:

[2] The Retail Landlord and the Warehouse Lessor are together referred to as the "Landlords".

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Warehouse Lessor	Warehouse Space
	(a) 1121 NW 52nd, Seattle WA 98107 (b) 1128 NW 52nd Seattle WA 98107

The Retail Lease and the Warehouse Lease (the "Leases" at the "Lease Locations") hold no value for the estate. Smith Decl. Therefore, it is the Debtors' business judgment that rejection of the Leases is in the best interests of the estate and its creditors. *Id.*

B. Abandonment

The Debtors will remove inventory and any other assets of value from the Lease Locations. Smith Decl. The Debtors seek authority to abandon miscellaneous furniture fixtures and equipment that they deem burdensome and of inconsequential value and benefit to the estate. Smith Decl.

C. Rejection Notice

The Debtors seek authority to reject the Leases as of the later of: (a) January 31, 2026; and (b) the date the Debtors relinquish control of the premises by: (1) notifying the affected Landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and turning over keys, key codes, and security codes, if any, to the affected Landlord, or (2) notifying the affected Landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased premises, or (3) such other date to which the Debtors and the applicable affected Landlord have agreed or as the court may order.

II. LEGAL ARGUMENT

A. Rejection

Bankruptcy Code Section 365(a) provides that the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

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11 U.S.C.S. § 365. Although the Bankruptcy Code does not set forth guidelines for courts' approval of a debtor decision to assume or reject an executory contract or unexpired lease, the overwhelming majority of courts have consistently applied the well-established "business judgment" test in deferring to a debtor's decision. *Group of Institutional Investors v. Chicago M. St. P. & Pac. R.R.*, 318 U.S. 523, 550 (1943) *reh'g denied*; *In re G.I. Industries, Inc.*, 204 F.3d 1276, 1282 (9th Cir. 2000). Here, the Leases have not resulted in the expected performance and at this time only serve to burden the estates. Thus, the Debtors have determined in their business judgment that the most prudent decision is to reject the Leases.

B. Abandonment

Bankruptcy Code Section 554(a) provides that after notice and a hearing, the trustee may abandon 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.S. § 554. Here, after removal of inventory and any other assets of value at the Lease Locations, the Debtors seek authority to abandon miscellaneous furniture fixtures that they deem burdensome and of inconsequential value and benefit to the estate.

III. CONCLUSION

Based on the foregoing, the Debtors respectfully request that the court grant the relief requested herein.

DATED this 18th day of December, 2025. BUSH KORNFELD LLP

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UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re SUMMIT COLLECTIVE, INC. et al., Debtors.[1]	Chapter 11 Lead Case No. 25-02182-WLH11 Jointly Administered [PROPOSED] ORDER AUTHORIZING DEBTORS TO REJECT NON-RESIDENTIAL REAL PROPERTY LEASES AND ABANDON PROPERTY

THIS MATTER came before the court on the Motion to Reject Non-Residential Real Property Leases and Abandon (the "Motion") filed by the debtors and debtors-in-possession herein. Capitalized terms not defined in this Order have their meanings as set forth in the Motion. The court has reviewed the files and records herein and finds that rejection of the Leases is in the best interests of the estate and its creditors. Therefore, it is hereby

[1] The Debtors, along with their case numbers, are as follows: Summit Collective Incorporated (25-02182) ("Summit") and Rad Power Bikes Inc. (25-02183) ("RAD").

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ORDERED as follows:

1. The Motion [ECF No. __] is granted.

2. The Leases are rejected as of the later of: (a) January 31, 2026; and (b) the date the Debtors relinquish control of the premises by: (1) notifying the affected Landlord in writing, with email being sufficient, of the Debtors' surrender of the premises and turning over keys, key codes, and security codes, if any, to the affected Landlord, or (2) notifying the affected Landlord in writing, with email being sufficient, that the keys, key codes, and security codes, if any, are not available, but that the landlord may rekey the leased premises, or (3) such other date to which the Debtors and the applicable affected Landlord have agreed or as the court may order.

3. The Debtors are authorized to abandon property at the Leased Locations that they deem burdensome and of inconsequential value and benefit to the estate

/// End of Order ///

Presented by:

BUSH KORNFELD LLP

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