

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iM3NY LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10131 (BLS)

(Jointly Administered)

Hearing Date: June 17, 2025, at 10:00 a.m. (Eastern Time)

Objection Deadline: May 23, 2025, at 4:00 p.m. (Eastern Time)

**DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES EFFECTIVE AS OF THE REJECTION DATE**

**THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES. PARTIES RECEIVING THIS MOTION SHOULD REVIEW THE
MOTION TO SEE IF THEIR NAME(S) AND/OR CONTRACT(S) OR LEASE(S) ARE SET
FORTH IN THE MOTION AND/OR THE EXHIBIT ATTACHED THERETO TO DETERMINE
WHETHER THE MOTION AFFECTS THEIR CONTRACT(S) OR LEASE(S).**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**” or the “**Company**”) hereby submit this motion (this “**Motion**”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), pursuant to sections 105(a) and 365(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”) and rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), authorizing the Debtors to (a) reject certain executory contracts and unexpired leases set forth on **Exhibit 1** to the Order (each, a “**Contract**,” or “**Lease**” and collectively, the “**Contracts and Leases**”), effective as of the date specified on Exhibit 1 to the Order (the “**Rejection Date**”) and (b) take such action as may be necessary to implement and effectuate the rejection of the Contracts and Leases. In support

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: (i) iM3NY LLC (N/A); and (ii) Imperium3 New York, Inc. (4574). The address of the Debtors’ corporate headquarters is 1093 Clark Street, Endicott, New York 13760.

of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Lukasz P. Cianciara in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings*, [Docket No. 10] (the “**First Day Declaration**”),² and further respectfully state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over these cases and this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

2. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

3. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409(a).

4. The statutory predicates for the relief requested herein are sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006.

5. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Debtors consent to the entry of a final order or judgment by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

BACKGROUND

I. THE CHAPTER 11 CASES.

6. On January 27, 2025 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”), thereby commencing these cases (the “**Chapter 11 Cases**”).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

7. The Debtors continue to be in possession of their property, to operate their business, and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. On February 12, 2025, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed a creditors’ committee (the “**Committee**”) in these Chapter 11 Cases [Docket No. 59]. No trustee or examiner has been appointed in the Chapter 11 Cases.

9. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures and the events leading to the filing of these Chapter 11 Cases, is set forth in the First Day Declaration, which is fully incorporated herein by reference.

II. THE SALE.

10. On February 3, 2025, the Debtors filed the *Debtors’ Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief, and (II) an Order Approving the Sale of the Assets* [Docket No. 46].

11. On February 26, 2025, the Court entered the *Order (I) Scheduling a Hearing to Consider Approval of the Sale of Substantially All of the Debtors’ Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 111].

12. On March 31, 2025, the Debtors filed the *Notice of Filing of Asset Purchase Agreement* [Docket No. 179] (the “**APA**”) with Musashi Auto Parts Michigan, Inc. (the “**Buyer**”).

13. A hearing was held on March 31, 2025, at which time the Court approved the sale of the Debtors’ assets to the Buyer as provided in the APA (the “**Sale**”).

14. On April 3, 2025, the Court entered the *Order Authorizing the Sale of Certain of the Debtors’ Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [Docket No. 189] (the “**Sale Order**”).

15. On April 4, 2025, the Debtors closed on the Sale pursuant to the Sale Order.

III. THE CONTRACTS.

16. Since the closing of the Sale, the Debtors are no longer operating their business and are winding down their operations. In light of the sale of certain of the Debtors’ assets pursuant to the Sale Order, the Debtors have determined, in their sound business judgement, that the Contracts and Leases are not useful or necessary in the administration of the Debtors’ chapter 11 cases or for the Debtors’ reorganization. Accordingly, the Debtors hereby seek to reject the Contracts and Leases effective as of the Rejection Date to preserve value for the estate by avoiding unnecessary costs.

RELIEF REQUESTED

17. By this Motion, the Debtors request entry of the Order, substantially in the form attached hereto as Exhibit 1, authorizing the Debtors to (i) reject the Contracts and Leases, effective as of the Rejection Date, and (ii) take such actions as may be necessary to implement and effectuate the rejections of the Contracts and Leases. The Debtors and their estates reserve any and all rights to assert that the Contracts and Leases are not executory contracts, and nothing included in, or omitted from, this Motion shall impair, prejudice, waive or otherwise affect such rights.

BASIS FOR RELIEF REQUESTED

I. REJECTION OF THE CONTRACTS AND LEASES REFLECTS THE DEBTORS' BUSINESS JUDGMENT.

18. The Debtors have determined that the Contracts and Leases are not integral to the Debtors' chapter 11 efforts, are not otherwise beneficial to the Debtors' estates and present potentially burdensome liabilities and/or obligations. Accordingly, the Debtors' decision to reject the Contracts and Leases is a proper exercise of business judgment, and the rejection should be approved.

19. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization." *In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010); *NLRB v. Bildisco & Bildisco (In re Bildisco)*, 465 U.S. 513, 528 (1984) ("[T]he authority to reject an executory contract is vital to the basic purpose to a Chapter 11 reorganization, because rejection can release the debtor's estate from burdensome obligations that can impede a successful reorganization.").

20. The Debtors' rejection of an executory contract is governed by the "business judgment" standard, which requires a debtor to have determined that the requested rejection would benefit its estate. *See In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff'd*, 465 U.S. 513 ("The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test."); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming the rejection of a service agreement as a sound exercise of the debtor's business judgment when the bankruptcy court found that such rejection would benefit the debtors' estate); *see also In re Fed. Mogul Glob., Inc.*, 293 B.R. 124, 126 (D. Del. 2003) ("In general, motions to reject executory contracts are evaluated under the business judgment

test.”); *In re HQ Glob. Holdings*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (“Under the business judgment standard, the sole issue is whether the rejection benefits the estate.”).

21. In applying the business judgment standard, bankruptcy courts give deference to a debtor’s decision to assume or reject contracts. *See, e.g., In re Fed. Mogul Glob., Inc.*, 293 B.R. at 126 (“The business judgment test dictates that a court should approve a debtor’s decision to reject a contract unless that decision is the product of bad faith or a gross abuse of discretion.”); *In re Caribbean Petroleum Corp.*, 444 B.R. 263, 268 (Bankr. D. Del. 2010) (quoting *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“[A] debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”)). Courts defer to a debtor’s business judgment in rejecting an executory contract, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See NLRB*, 465 U.S. at 523 (recognizing “business judgment” standard used to approve rejection of executory contracts).

22. Moreover, section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Section 105(a) allows the bankruptcy court to “craft flexible remedies that, while not expressly authorized by the [Bankruptcy] Code, effect the result the [Bankruptcy] Code was designed to obtain.” *In re Combustion Eng’g, Inc.*, 391 F.3d 190, 235-36 (3d Cir. 2004) (citing *Official Comm. of Unsecured Creditors of Cybergenics Corp. ex rel. Cybergenics Corp. v. Chinery*, 330 F.3d 548, 568 (3d Cir. 2003)). Section 105(a) therefore provides additional authority for the Court to grant the relief requested herein.

23. The Debtors submit that rejection of the Contracts and Leases is within the Debtors’ business judgment, and an appropriate step in furtherance of their efforts to preserve and maximize

the value of their estates for all stakeholders. The Debtors evaluated the Contracts and Leases in consultation with their professional advisors and determined that any benefits provided by these Contracts and Leases do not equal or exceed the potential costs and/or obligations associated with the Contracts and Leases.

24. The Contracts and Leases are not necessary for the administration of the Debtors' chapter 11 cases and are not necessary or beneficial to the Debtors' reorganization efforts.

25. Accordingly, the decision to reject the Contracts and Leases is a proper exercise of the Debtors' business judgment, and rejection of the Contracts and Leases therefore should be approved pursuant to section 365(a) of the Bankruptcy Code.

II. DEEMING EACH CONTRACT AND LEASE REJECTED EFFECTIVE AS OF THE REJECTION DATE IS APPROPRIATE.

26. The Debtors also respectfully submit that it is appropriate for the Court to deem the Contracts and Leases rejected effective as of the Rejection Date.

27. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See SCS Co. v. Peter J. Schmitt Co.*, 1995 WL 1772010, at *2 (D. Del. May 15, 1995) (noting that a bankruptcy court has authority to select a retroactive date for the effective date of a lease's rejection); *see also In re Rupari Holding Corp.*, 2017 WL 5903498, at *6 (Bankr. D. Del. Nov. 28, 2017) (authorizing rejection of employment agreements as of prior retroactive date).

28. Courts in this district and elsewhere have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date before entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1029 (1st Cir. 1995) ("[R]ejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a

rejection to operate retroactively.”); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating “the court’s power to grant retroactive relief is derived from the bankruptcy court’s equitable powers so long as it promotes the purposes of § 365(a)”); *In re CCI Wireless, LLC*, 297 B.R. 133, 140 (D. Colo. 2003) (holding that a “court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject”).

29. Furthermore, section 105(a) of the Bankruptcy Code provides that the Court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

30. In this instance, the balance of the equities favors the rejection of the Contracts and Leases effective as of the Rejection Date. Without a retroactive date of rejection, the Debtors may be forced to incur unnecessary administrative costs for Contracts and Leases that do not provide any benefits to the Debtors and their estates.

31. Courts in this district have routinely granted relief similar to the relief requested herein. *See, e.g., In re Carbonlite Holdings LLC*, 21-10527 (JTD) (July 14, 2021) [D.I. 714] (authorizing debtors to reject certain executory contracts effective as of the rejection date); *In re Lighthouse Resources Inc.*, 20-13056 (JTD) (Jan. 26, 2021) [D.I. 270] (authorizing debtors to reject certain executory contracts and unexpired leases effective as of the rejection date); *In re Lucky’s Market Parent Company, LLC*, 20-10166 (JTD) (April 9, 2020) [D.I. 587] (same); *In re THG Holdings LLC*, 29-11689 (JTD) (Oct. 10, 2019) [D.I. 343] (same).

III. COMPLIANCE WITH BANKRUPTCY RULE 6006(F).

32. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not between the same parties. Rule 6006(f) states, in part, that such motion shall:

- (a) state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- (b) list parties alphabetically and identify the corresponding contract or lease;
- (c) specify the terms, including the curing of defaults, for each requested assignment;
- (d) specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- (e) be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases;
- (f) be limited to no more than 100 executory contracts or unexpired leases.

33. The Debtors respectfully submit that the relief requested in this Motion complies with the requirements of Bankruptcy Rule 6006(f).

RESERVATION OF RIGHTS

34. Nothing in this Motion: (a) is intended or shall be deemed to an admission as to the validity of any asserted claim against the Debtors or their estates (including any claims asserted by any counterparties to the Contracts and Leases whether arising under, in connection with, or related to the Contracts and Leases, the counterparties' former employment by the Debtors or otherwise); (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates to contest the validity, priority, or amount of any claim against the Debtors or their estates; (c) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors or their estates with respect to any and all claims or causes of action against any party (including the counterparties to the Contracts and Leases); or (d) shall be construed as a promise to pay a claim or continue any applicable program post-petition, which decision shall be in the discretion of the Debtors.

NO PRIOR REQUEST

35. No prior request for the relief sought in the motion has been made to this or any other court.

NOTICE

36. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Official Committee of Unsecured Creditors; (c) counsel to the DIP Lender; (d) the counterparties to the Contracts and Leases; and (e) any party that has requested notice under Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice of this Motion is required.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the Order, substantially in the form attached hereto as **Exhibit A**, and (b) grant such other and further relief as is just and proper.

Dated: May 8, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark D. Olivere
William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
Aaron J. Bach (No. 7364)
Alison R. Maser (No. 7430)
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Counsel for Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iM3NY LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10131 (BLS)

(Jointly Administered)

Hearing Date: June 17, 2025, at 10:00 a.m. (Eastern Time)

Objection Deadline: May 23, 2025, at 4:00 p.m. (Eastern Time)

**NOTICE OF DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES EFFECTIVE AS OF THE REJECTION DATE**

**THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES. PARTIES RECEIVING THIS MOTION SHOULD REVIEW THE
MOTION TO SEE IF THEIR NAME(S) AND/OR CONTRACT(S) OR LEASE(S) ARE SET
FORTH IN THE MOTION AND/OR THE EXHIBIT ATTACHED THERETO TO DETERMINE
WHETHER THE MOTION AFFECTS THEIR CONTRACT(S) OR LEASE(S).**

PLEASE TAKE NOTICE that on May 8, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the *Debtors’ First Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases Effective as of the Rejection Date* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion, must be filed on or before **May 23, 2025, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”) with the Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on (a) counsel for the Debtors, *Chipman Brown Cicero & Cole, LLP*, Hercules Plaza, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801 (*Attn*: William E. Chipman, Jr., Esquire and Mark D. Olivere, Esquire) (Email: chipman@chipmanbrown.com and olivere@chipmanbrown.com); (b) the *Office of the United States Trustee for the District of Delaware*, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (*Attn*: Jane M. Leamy, Esquire) (Email: jane.m.leafy@usdoj.gov); and (c) counsel to the DIP Lender, *DLA Piper LLP (US)*, 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801 (*Attn*: Stuart Brown, Esquire) (Email: stuart.brown@dlapiper.com), so as to be received on or before the Objection Deadline.

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: (i) iM3NY LLC (N/A); and (ii) Imperium3 New York, Inc. (4574). The address of the Debtors’ corporate headquarters is 1093 Clark Street, Endicott, New York 13760.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **June 17, 2025, at 10:00 a.m. (Eastern Time)** before the Honorable Brendan L. Shannon, in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Sixth Floor, Court Room 1, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 8, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Mark D. Olivere

William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
Aaron J. Bach (No. 7364)
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Counsel for Debtors and Debtors in Possession

EXHIBIT A

(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

iM3NY LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10131 (BLS)

(Jointly Administered)

Related Docket No.

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES
EFFECTIVE AS OF THE REJECTION DATE**

Upon the Motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) authorizing the Debtors to (i) reject certain executory contracts and unexpired leases set forth on **Exhibit 1** to this Order (the “**Contracts and Leases**”), effective as of date specified on Exhibit 1 to this Order (the “**Rejection Date**”) and (ii) take such actions as may be necessary to implement and effectuate the rejection of the Contracts and Leases; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective tax identification numbers, are as follows: (i) iM3NY LLC (N/A); and (ii) Imperium3 New York, Inc. (4574). The address of the Debtors’ corporate headquarters is 1093 Clark Street, Endicott, New York 13760.

² All capitalized terms used but not defined herein shall have the meanings given them in the Motion.

has been provided in accordance with the Bankruptcy Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, each of the Contracts and Leases set forth on **Exhibit 1** attached hereto is hereby rejected effective as of the Rejection Date.
3. Within two (2) business days after entry of this Order, the Debtors shall serve a copy of this Order and the attached **Exhibit 1** on the counterparties under the Contracts and Leases.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority, or amount of any particular claim asserted against a Debtor entity (including any claims asserted by any counterparties to the Contracts and Leases whether arising under, in connection with, or related to the Contracts and Leases, the counterparties' former employment by the Debtors or otherwise); (b) a waiver of the Debtors' or any other party-in-interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay a particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) to waive or otherwise affect the rights of the Debtors or their estates with respect to any claims

or causes of action against any party (including the counterparties to the Contracts and Leases) or (f) a concession by the Debtors or any other party-in-interest that any liens (contractual, common law, statutory, or otherwise) are valid and the Debtors' and all other parties-in-interest rights are expressly reserved to contest the extent, validity, or perfection, or to seek avoidance of all such liens.

5. By entry of this Order, the Debtors do not waive (i) any claims or causes of action that they may have against any counterparty to the Contracts and Leases, whether or not such claims arise under, are related to the rejection of, or are independent of the Contracts and Leases, or (ii) the right to object to any claim filed by any Contract or Leases counterparty, whether or not such claims arise under, are related to the rejection of, or are independent of the Contracts and Leases. Moreover, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Leases was terminated, expired, or otherwise not an executory contract as of the Petition Date.

6. The requirements in Bankruptcy Rule 6006 are satisfied.

7. The terms and conditions of this Order are effective immediately and enforceable upon its entry and any stay under Bankruptcy Rule 6006 or otherwise is hereby waived.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation or enforcement of this Order.

EXHIBIT 1

(List of Contracts and Leases)

Contracts and Leases¹

CONTRACT COUNTERPARTY	DEBTOR	ADDRESS	SUMMARY OF CONTRACT/DESCRIPTION	REJECTION DATE
Admar - Binghamton	Imperium3 New York, Inc.	449 Commerce Rd Vestal, NY 13850	Forklift Rental Agreement	May 8, 2025
American Food & Vending	Imperium3 New York, Inc.	124 Metropolitan Park Dr Syracuse, NY 13088	Service Agreement; Vending Service	May 8, 2025
Atlantic Testing Laboratories Limited	Imperium3 New York, Inc.	6431 US Highway 11 Canton, NY 13617	Master Services Agreement; Environmental Testing	May 8, 2025
Autodesk Inc.	Imperium3 New York, Inc.	The Landmark at One Market Suite 400 San Francisco, CA 94105	Inventor Professional	May 8, 2025
Charge CCCV, LLC	Imperium3 New York, Inc.	222 Center of Excellence Bldg 156 85 Murray Hill Rd Vestal, NY 13850	License Agreement	May 8, 2025
Canon Financial Services, Inc.	Imperium3 New York, Inc.	14904 Collections Center Dr Chicago, IL 60693 P.O. Box 5008 Mt. Laurel, NJ 08054	Lease Agreement; Office Copiers	May 8, 2025
Cianciara, Lukasz P.	Imperium3 New York, Inc.	[ADDRESS ON FILE]	Services Agreement – Scope of Work for Imperium3 New York, Inc.	June 30, 2025
Cintas	Imperium3 New York, Inc.	114 Center Point Blvd Pittston, PA 18640	Specialty Apparel Rental Service Agreement; Lab Coats and Logo Mats; First Aid & Safety	May 8, 2025

¹ The Contracts and Leases listed herein include all amendments, modifications, and addenda thereto.

CONTRACT COUNTERPARTY	DEBTOR	ADDRESS	SUMMARY OF CONTRACT/DESCRIPTION	REJECTION DATE
Envoy, Inc.	iM3NY	410 Townsend St San Francisco, CA 94107	Visitor Sign-In	May 8, 2025
Innovia Consulting, Inc.	Imperium3 New York, Inc.	1062 Oak Forest Dr Suite 300 Onalaska, WI 54650	Dynamic Business Central Premium subscription and consulting agreements	May 8, 2025
Phoenix Endicott Industrial Investors, LLC	Imperium3 New York, Inc.	401 East Kilbourn Ave Suite 201 Milwaukee, WI 53202 Attn: Robert Kriewaldt	Real Estate Lease Agreement, dated as of March 29, 2021, as amended and supplemented, including by that First Lease Amendment to Lease, dated as of September 21, 2021 (the “Manufacturing Lease”); and Lease Agreement, executed as of March 9, 2021 (the “Office Lease,” and with the Manufacturing Lease, the “Endicott Leases”. ²	May 8, 2025
Pure Water Technology of WNY	iM3NY	316 Seneca Street, Suite 100 Buffalo, NY 14204	Rental Agreement; Office Water Tower	May 8, 2025
Ramboll Americas Integrated Solutions, Inc.	Imperium3 New York, Inc.	333 West Washington St Syracuse, NY 13221	EPC Contract	May 8, 2025
Rogers Service Group	Imperium3 New York, Inc.	245 Clinton St Binghamton, NY 13905	Document Shredding Proposal and Agreement; Quarterly Service	May 8, 2025
Sharma, Chaitanya	Imperium3 New York, Inc.	[ADDRESS ON FILE]	Services Agreement – Scope of Work for Imperium3 New York, Inc.	May 8, 2025
SRI Fire Sprinkler, LLC	Imperium3 New York, Inc.	1060 Central Ave Albany, NY 12205 Attn: Melissa Boni	Fire Sprinkler Inspection Contract	May 8, 2025

² For the avoidance of doubt, the Debtors are seeking to reject only those portions of the Endicott Leases that were not assumed and assigned to the Buyer pursuant to the APA and Sale Order.

CONTRACT COUNTERPARTY	DEBTOR	ADDRESS	SUMMARY OF CONTRACT/DESCRIPTION	REJECTION DATE
Technical Systems Group Inc.	Imperium3 New York, Inc.	1799 North Clinton Ave Rochester, NY 14621	Standard Commercial Security Agreement; Electronic Security Systems and Door Card Readers	May 8, 2025
UKG Inc. (Ultimate Kronos Group)	Imperium3 New York, Inc.	2250 North Commerce Pkwy Weston, FL 33326	HRIS/Payroll Management Program	May 8, 2025
UKG Inc. (Ultimate Kronos Group)	Imperium3 New York, Inc.	2250 North Commerce Pkwy Weston, FL 33326	Time Clock Lease	May 8, 2025
Xerox Eastern Managed Print Network LLC	Imperium3 New York, Inc.	201 Merritt 7 Norwalk, CT 06651	Lease Agreement; Copier Supplies (Toners, Tray Kits, etc.)	May 8, 2025