IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
iM3NY LLC, *et al.*,	Case No. 25-10131 (BLS)
Debtors.[1]	(Jointly Administered)
	Related Docket Nos. 46,111 and 179

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

Upon the motion (the "**Sale Motion**") filed by the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") seeking entry of an order (this "**Order**") pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (collectively, the "**Bankruptcy Code**"), Rules 2002, 6004, 6006, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**") (i) authorizing and approving the sale of the Debtors' assets (the "**Sale**") free and clear of all liens, claims, encumbrances and interests of any kind to the Successful Bidder,[2] as determined in accordance with the terms of the Bidding Procedures Order; (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (the "**Contracts and Leases**") of the Debtors that may be assumed and assigned in

[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] Capitalized terms not otherwise defined herein have the meanings given to them in 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] (the "**Bidding Procedures Order**").

connection with the Sale, subject to and at the time of the closing of the Sale; and (iii) granting related relief; and the Court having entered the Bidding Procedures Order, dated February 26, 2025, which, *inter alia,* (a) approved the Bidding Procedures, (b) approved the form and manner of notice of the Auction, if any, and the Sale Hearing, and (c) established a process for selecting and providing bid protections to a Stalking Horse Bidder; and the Court having established the date of the Sale Hearing; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334; and upon consideration of the Sale Motion, the relief requested therein and responses thereto; upon the *Declaration of Richard Klein in Support of the (I) Sale of Substantially All of the Debtors' Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (II) Granting Related Relief* [Docket No. 178] (the "**Klein Declaration**"); and upon the record of the Sale Hearing, and all other pleadings and proceedings in these Cases, including the Sale Motion; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND, DETERMINED, AND CONCLUDED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these proceedings pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors' estates, including the assets to be sold, transferred, or conveyed pursuant to the Agreement and this Order, pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases (the "**Chapter 11 Cases**") in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the relief sought in the Sale Motion and the basis for the approvals and authorizations herein are (i) sections 102, 105, 363 and 365 of the Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014, and (iii) Local Rule 6004-1.

E. On January 27, 2025 (the "**Petition Date**") each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Court**"). The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have continued in possession and management of their business and property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On February 12, 2025, the Office of the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors (the "**Committee**") [Docket No. 59].

F. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, the Local Rules, and in compliance with the Bidding Procedures Order. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, or of the entry of this Order is necessary or shall be required.

G. A reasonable opportunity to object or be heard with respect to the Sale, the Sale Motion and the relief requested therein, the assumption and assignment of the Contracts and Leases and the amounts necessary under section 365(b) of the Bankruptcy Code to cure defaults thereunder, as such amounts have been transmitted pursuant to a written notice delivered to the applicable counterparty, has been afforded to all interested persons and entities, including, without limitation, (1) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jane M. Leamy, Esquire); (2) counsel to the Official Committee of Unsecured Creditors; (3) counsel to the DIP Lender, (4) all parties known by the Debtors to assert a lien on any of the Assets; (5) all persons known by the Debtors to have asserted an interest in any of the Assets; (6) all non-Debtor parties to any of the Contracts and Lease; (7) all persons known by the Debtors to have expressed an interest in acquiring all or any portion of the Assets or making an equity or other investment in the Debtors within the twelve (12) months prior to the Petition Date; (8) the Office of the United States Attorney for the District of Delaware; (9) the Office of the Attorney General in each state in which the Debtors operate (10) the Office of the Secretary of State in each state in which the Debtors operate or are organized; (11) all taxing authorities having jurisdiction over any of the Assets, including the Internal Revenue Service; (11) the United States Attorney General/Antitrust Division of Department of Justice; (12) the United States Environmental Protection Agency and similar state agencies for each state in which the Assets are located; and (13) all other parties that had filed a notice of appearance and demand for service of papers in these Chapter 11 Cases as of the date of service (collectively, the "**Sale Notice Parties**").

H. Pursuant to that certain Asset Purchase Agreement, dated as of March 31, 2025 (together with all related documents, agreements, exhibits, schedules, and addenda thereto, and

as may be amended, the "**Agreement**"), a copy of which is attached hereto as **Attachment 1**, the Debtors agreed to assume, assign and/or sell certain assets (as set forth in Article 1 of the Agreement, the "**Transferred Assets**") to Musashi Auto Parts Michigan, Inc. or its designated subsidiary or affiliate (the "**Purchaser**") relating to the Debtors' assets free and clear of all liens, claims, encumbrances and interests of any kind to Purchaser.

I. Other parties interested in bidding on the Transferred Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Transferred Assets.

J. The Transferred Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

K. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring it to enter into the Agreement and sell the Transferred Assets under sections 363 and 365 of the Bankruptcy Code, and such actions are an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the following: (i) the Agreement constitutes the highest or best offer for the Transferred Assets, (ii) the Agreement and the Closing will present the best opportunity to realize the value of the Debtors and avoid potential decline in the Debtors' assets to the detriment of all parties in interest, and (iii) unless the Sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Agreement, creditors' recoveries may be diminished.

L. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, created and followed in good faith by the Purchaser, and substantively and procedurally fair to all parties.

M. The Debtors and their professionals have complied, in good faith, with the Bidding Procedures Order in all respects. As demonstrated by (i) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted through the Klein Declaration prior to the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtors (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer for the Transferred Assets and (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Transferred Assets.

N. Purchaser's offer to acquire the Transferred Assets, upon the terms and conditions as accepted by the Debtors in the Agreement, (i) is the highest and best offer received by the Debtors for the Transferred Assets, (ii) is fair and reasonable, (iii) is in the best interests of the Debtors' creditors and estates, (iv) constitutes full and adequate consideration and reasonably equivalent value for the Transferred Assets, and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative. The Purchaser is the Successful Bidder for the Transferred Assets in accordance with the Bidding Procedures Order.

O. The Bidding Procedures enabled the Debtors to obtain the highest value for the Transferred Assets for the Debtors and their estates under the circumstances herein.

P. The Debtors may assume each of the Assigned Contract and the Assigned Lease,[3] (as each term is defined in the Agreement) and assign each of them to the Purchaser pursuant to

[3] The Assigned Lease shall be that certain Real Estate Lease Agreement, dated as of March 29, 2021, between Imperium3, as tenant, and Huron Real Estate Associates LLC (**"Huron"**) as landlord, as amended and

sections 363 and 365 of the Bankruptcy Code and this Order, notwithstanding any anti-assignment clause or other similar provision in the Assigned Contract or the Assigned Lease, as provided by section 365(f) of the Bankruptcy Code. The assumption and assignment of the Assigned Contract and the Assigned Lease is in the best interest of the Debtors and their estates, creditors and other parties in interest, representing the reasonable exercise of sound and prudent business judgment of the Debtors. The Purchaser has provided evidence of adequate assurance of future performance by the Purchaser under the Assigned Contract and the Assigned Lease consistent with sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

Q. Notice as to the proposed assumption and assignment of each of the Assigned Contract and the Assigned Lease was provided to all non-Debtor parties to each of the Assigned Contract and the Assigned Lease in accordance with the Assumption and Assignment Procedures approved in connection with the Bidding Procedures Order. Such notice was sufficient and appropriate under the particular circumstances. No other or further notice of the assumption and assignment of the Assigned Contract and the Assigned Lease is necessary or shall be required.

R. The Cure Amounts established in accordance with the Assumption and Assignment Procedures are the sole amounts necessary under sections 365(b)(1)(A), 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code to cure all defaults and pay all actual pecuniary losses under the Assigned Contract and the Assigned Lease.

S. The Purchaser is not an insider of the Debtors as that term is defined in section 101 of the Bankruptcy Code. As such, the Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder and is entitled to the protections of

---

supplemented including by that First Amendment to Lease, dated as of September 21, 2021 (the "**Assigned Lease**") with respect to the approximately 262,530 net square foot manufacturing facility (Buildings 48, 53, 87) located at 1039 Clark Street, Endicott, New York (the "**Leased Premises**"). The Assigned Lease was assigned by Huron to Phoenix Endicott Industrial Investors, LLC on September 22, 2021.

section 363(m) of the Bankruptcy Code with respect to all of the Transferred Assets. The Agreement was negotiated and entered into in good faith and without collusion or fraud of any kind.

T. The Purchaser has not engaged in collusion or any conduct that would otherwise control or tend to control the sale price as between or among potential bidders and, therefore, has not violated section 363(n) of the Bankruptcy Code. Neither the Debtors nor the Purchaser have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code, or cause the application of or implicate section 363(n) of the Bankruptcy Code to the Agreement or to the consummation of the Sale. The Purchaser is entitled to all of the protections and immunities of section 363(m) of the Bankruptcy Code.

U. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby (collectively, the "**Closing Documents**"), and the Sale of the Transferred Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Closing Documents. No consents or approvals, other than as may be expressly provided for in this Order or the Agreement are required by the Debtors to consummate the Sale.

V. The Debtors have advanced sound business reasons for seeking to enter into the transaction contemplated in the Closing Documents and to sell the Transferred Assets, as more fully set forth in the Sale Motion, the Klein Declaration and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Transferred Assets and to consummate the transactions contemplated by the Closing Documents. Notwithstanding any requirement for approval or consent by any person, the transfer of the Transferred Assets to the Purchaser is a legal, valid, and effective transfer of the Transferred Assets.

W. The terms and conditions of the Closing Documents, including the consideration to be realized by the Debtors pursuant thereto, are fair and reasonable, and the transactions contemplated thereby are in the best interests of the Debtors' estates.

X. Except as otherwise provided in the Agreement or this Order, the Transferred Assets shall be sold on an as-is, where-is basis, free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases (other than the Assigned Lease), licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics', materialmens', and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual, or other commitments, restrictions, interests, and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise, including

claims otherwise arising under doctrines of successor liability (collectively, "**Liens, Claims, Encumbrances, and Interests**").

Y. The transfer of the Transferred Assets to the Purchaser is a legal, valid, and effective transfer of the Transferred Assets, and, except as may otherwise be provided in the Agreement, shall vest the Purchaser with all rights, titles, and interests to the Transferred Assets free and clear of any and all Liens, Claims, Encumbrances, and Interests. All such Liens, Claims, Encumbrances, and Interests are to continue in and attach to the proceeds from the sale of the Transferred Assets ("**Sale Proceeds**"), in the order of their priority, with the same validity, force, and effect which they had as against the Transferred Assets prior to the entry of this Order and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. Except as specifically provided in the Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances, and Interests relating to the Transferred Assets being sold by the Debtors.

Z. The transfer of the Transferred Assets to the Purchaser, free and clear of all Liens, Claims, Encumbrances, and Interests, will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances, and Interests as all such Liens, Claims, Encumbrances, and Interests of any kind or nature whatsoever shall continue in and attach to the Sale Proceeds, in the order of their priority, with the same validity, force, and effect which they now have as against the Transferred Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances, or Interests of any kind or nature whatsoever against or in any of the Debtors or the Transferred Assets shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances, and Interests against the Purchaser, any of their assets,

property, successors or assigns, or the Transferred Assets. For the avoidance of doubt, all HSBC's Liens, Claims, Encumbrances, and Interests in the Debtors' assets, other than the Transferred Assets, are fully preserved, subject to the Challenge in Final DIP Order.

AA. The Debtors may sell the Transferred Assets free and clear of all Liens, Claims, Encumbrances, and Interests of any kind or nature whatsoever, because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those holders of Liens, Claims, Encumbrances, and Interests who did not object, or who withdrew their objections, to the Sale of the Transferred Assets and the Sale Motion, are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion have been resolved as provided herein or overruled. Any objections to the Sale made by holders of Liens, Claims, Encumbrances, and Interests fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, Encumbrances, and Interests continue in and attach to the Sale Proceeds in the order of their priority, with the same validity, force, and effect which they had as against the Transferred Assets prior to the entry of this order and subject to any claims and defenses the Debtors or other parties may possess with respect thereto.

BB. Not selling the Transferred Assets free and clear of all Liens, Claims, Interests, and Encumbrances would adversely impact the Debtors' estates, and the Sale of Transferred Assets other than free and clear of all Liens, Claims, Encumbrances, and Interests would be of substantially less value to the Debtors' estates.

CC. To the greatest extent allowed by applicable law, the transactions contemplated under the Agreement do not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is no substantial continuity between

the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates. Except to the extent, if any, that the Purchaser has assumed liabilities of the Debtors under the Assigned Lease, Assigned Contract or the Agreement (the "**Assumed Liabilities**"), the Purchaser shall have no obligations with respect to any liabilities of the Debtor.

DD. The Sale of the Transferred Assets outside of a plan of reorganization neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The Sale does not constitute a *sub rosa* chapter 11 plan.

EE. The total consideration provided by the Purchaser for the Transferred Assets is the highest and best offer received by the Debtors, and the Purchase Price and the assumption of the Assumed Liabilities constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory, or possession, or the District of Columbia, for the Transferred Assets.

Now, therefore, based upon all of the foregoing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The relief requested in the Sale Motion is GRANTED as set forth herein. The Sale Motion complies with all aspects of Local Rule 6004-1.

2. To the extent any objection, response, or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is

overruled and denied. Except as set forth herein, without limiting the foregoing, all objections and/or statements to the Sale Motion and the Sale have all been resolved, withdrawn, or overruled in their entirety.

3. Notice of the Sale Hearing was fair and reasonable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and the Local Rules and the orders of the Court.

APPROVAL OF SALE

4. Purchaser's offer for the Transferred Assets constitutes the highest and best offer for the Transferred Assets, and the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby, are hereby authorized and approved in all respects.

5. The Sale of the Transferred Assets and the consideration provided by the Purchaser under the Successful Bid, the Agreement and this Order, are fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code.

7. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification, or vacatur, shall be governed in all respects by the provisions of this Order and the Closing Documents, as the case may be.

8. The Debtors are hereby authorized to fully assume, perform under, consummate, and implement the terms of the Closing Documents, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Successful Bid, the Agreement, this Order, and the Sale of the Transferred Assets contemplated thereby, including, without limitation, deeds, assignments, and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser, or reducing to possession any or all of the Transferred Assets or Assumed Liabilities, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of the Court. The Purchaser shall have no obligation to proceed with the consummation of the Sale (the "**Closing**") until all conditions precedent to their obligations to do so under the terms of the Agreement have been met, satisfied, or waived.

9. Notice of the Debtors' assumption and assignment and sale to the Purchaser of the Assigned Contract and the Assigned Lease has been provided to all counterparties to the Assigned Contract and the Assigned Lease in accordance with the Assumption and Assignment Procedures approved in connection with the Bidding Procedures Order. As to the Assigned Contract and the Assigned Lease, payment of the Cure Costs, as established herein and in accordance with the Assumption and Assignment Procedures, is sufficient for the Debtors to comply fully with the requirements of section 365(b) of the Bankruptcy Code and the Purchaser has demonstrated adequate assurance of future performance. To the extent that a counterparty to the Assigned Contract failed to timely object to the Cure Costs, such Cure Costs shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging,

objecting to, or denying the validity and finality of the Cure Costs. The Debtors are authorized to assume and assign to the Purchaser the Assigned Lease and Assigned Contract identified in the Agreement.

10. Upon payment of the agreed Cure Amount by the Purchaser at or prior to the Closing, the Debtors and the Purchaser shall have satisfied section 365(b)(1)(A) of the Bankruptcy Code with respect to the Assigned Lease and the Purchaser shall have demonstrated adequate assurance of future performance.

11. The assumption and assignment of the Assigned Contract and the Assigned Lease pursuant to the terms of this Order is integral to and the primary component of the Agreement and is in the best interests of the Debtors and their estates, creditors and other parties in interest, and represents a reasonable exercise of sound and prudent business judgment by the Debtors.

12. In addition, the Purchaser has provided adequate assurance of its ability to perform its obligations under each of the Assigned Contract and the Assigned Lease within the meaning of section 363(f) of the Bankruptcy Code. All other requirements and conditions under the Bankruptcy Code for the assumption by the Debtors and the assignment and sale to the Purchaser of the Assigned Contract and the Assigned Lease have been satisfied. Therefore, the Assigned Contract and the Assigned Lease as provided herein may be assumed by the Debtors and assigned to the Purchaser.

13. The Debtors and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto, or this Order, and its respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered (a) to carry out all of the provisions of the Successful Bid, the Agreement and any related agreements, (b) to issue, execute, deliver, file, and record, as appropriate, the documents

evidencing and consummating the Sale, and any related agreements, (c) to take any and all actions contemplated by the Successful Bid, the Agreement, any related agreements, or this Order, and (d) to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Successful Bid, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities.

14. The Debtors are further authorized and empowered to file or cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments the Debtors or the Purchaser deem necessary or appropriate to effectuate the transactions contemplated by the Successful Bid, the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and to take or cause to be taken all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as the Purchaser or any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of

the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Successful Bid, the Bill of Sale, any related agreements and this Order, and the transactions contemplated thereby and hereby; provided that nothing herein shall constitute a waiver by the Purchaser of any of the conditions contained in the Agreement.

15. Effective as of the Closing, (a) the Sale of the Transferred Assets by the Debtors to the Purchaser shall constitute a legal, valid, and effective transfer of the Transferred Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all rights, titles, and interests in and to the Transferred Assets, free and clear of all Liens, Claims, Encumbrances, and Interests of any kind, pursuant to section 363(f) of the Bankruptcy Code. All Liens, Claims, Encumbrances, and Interests shall continue in and attach to the Sale Proceeds in the order of their priority, with the same validity, force, and effect which they had as against the Transferred Assets prior to the entry of this Order and subject to any claims and defenses the Debtors or other parties may possess with respect thereto, and (b) the assumption of any Assumed Liabilities by the Purchaser constitutes a legal, valid, and effective delegation of any Assumed Liabilities to the Purchaser and divests the Debtors of all liability with respect to any Assumed Liabilities.

TRANSFER OF ASSETS

16. Except to the extent specifically provided in the Agreement or this Order, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, to sell the Transferred Assets to the Purchaser, on an as-is, where-is basis. The sale of the Transferred Assets vests the Purchaser with all right, title, and interest to the Transferred Assets free and clear of any and all Liens,

Claims, Encumbrances, and Interests and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity, or otherwise. All such Liens, Claims, Encumbrances, and Interests shall continue in and attach to the Sale Proceeds with the same priority, validity, force, and effect, if any, as they now have in or against the Transferred Assets, subject to all claims and defenses the Debtors may possess with respect thereto. All HSBC's Liens, Claims, Encumbrances, and Interests in the Debtors' assets, other than the Transferred Assets, are fully preserved, subject to the Challenge in Final DIP Order. The Sale Motion shall be deemed to provide sufficient notice as to the sale of the Transferred Assets free and clear of Liens, Claims, Encumbrances, and Interests in accordance with Local Rule 6004-1. Following the date of the Closing (the "**Closing Date**"), no holder of any Liens, Claims, Encumbrances, and Interests in the Transferred Assets may interfere with the Purchaser's use and enjoyment of the Transferred Assets based on or related to such Liens, Claims, Encumbrances, and Interests, or any actions that the Debtors may take in their Chapter 11 Cases and no person may take any action to prevent, interfere with, or otherwise enjoin consummation of the transactions contemplated in or by the Closing Documents or this Order.

17. The Transferred Assets do not include any causes of action of the Debtors (a) that do not arise out of or relate to the Transferred Assets, (b) against present or former insiders of the Debtors for breach of fiduciary duties or duties of loyalty, or (c) against any persons for aiding and abetting any such breaches or any of the foregoing causes of action.

18. The provisions of this Order authorizing the sale of the Transferred Assets free and clear of Liens, Claims, Encumbrances, and Interests, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. All such Liens, Claims, Encumbrances, and Interests are to attach to the Sale Proceeds in the order of their priority, with the same validity, force, and effect which they had as against the Transferred Assets prior to the entry of this Order and subject to any claims and defenses the Debtors or other parties may possess with respect thereto.

19. On or after the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances, and Interests of any kind against the Transferred Assets, as such Liens, Claims, Encumbrances, and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances, and Interests in or against the Transferred Assets shall not have delivered to the Debtors prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances, and Interests that the person or entity has with respect to the Transferred Assets, the Debtors or the Purchaser, may, in their sole option and at their sole discretion, execute and file on behalf and in the stead of such party any such document as may be necessary to evidence the discharge of any Liens, Claims, Encumbrances, and Interests.

20. All of the Debtors' interests in the Transferred Assets to be acquired by the Purchaser under the Closing Documents shall be, as of the Closing Date and upon the occurrence

of the Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Transferred Assets acquired by the Purchaser under the Closing Documents transferring good and marketable, indefeasible title and interest in the Transferred Assets to the Purchaser.

21. Except as otherwise expressly provided in the Agreement or this Order, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Transferred Assets are directed to surrender possession of the Transferred Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request.

ADDITIONAL PROVISIONS

22. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Closing Documents and this Order.

23. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Transferred Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale.

24. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Liabilities and as otherwise set forth in the Agreement, and the Purchaser has not purchased any assets of the Debtors that are not Transferred Assets (the "**Excluded Assets**"). Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code), and all holders of Liens, Claims, Encumbrances, and Interests based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Transferred

Assets, including asserting any setoff, right of subrogation, or recoupment of any kind, to recover any Liens, Claims, Encumbrances, and Interests or on account of any liabilities of the Debtors other than Assumed Liabilities, if any. All persons holding or asserting any Liens, Claims, Encumbrances, and Interests in Excluded Assets are hereby enjoined from asserting or prosecuting such Liens, Claims, Encumbrances, and Interests or cause of action against the Purchaser or the Transferred Assets for any liability associated with the Excluded Assets. Notwithstanding the foregoing or anything to the contrary in this Order, nothing shall preclude the Debtors and the Debtors' secured lender, from asserting claims against the Purchaser for the return and recovery of Excluded Assets, including, without limitation, all pre-Closing security deposits, reserves, and reimbursements in the possession or control of Purchaser.

25. To the greatest extent allowed by applicable law, the Purchaser is not a "successor" to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Agreement, and the Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1.

26. Except to the extent expressly set forth in the Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors, the Committee, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien,

Claim, Encumbrance, and Interest of any kind or nature whatsoever against, in, or with respect to any of the Debtors or the Transferred Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Transferred Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Transferred Assets to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Lien, Claim, Encumbrance, and Interest, whether by payment, setoff, or otherwise, directly or indirectly, against the Purchaser or any affiliates, successors, or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), or the Transferred Assets.

27. Other than as provided for in the Agreement or this Order, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, and the Debtors are deemed to release and forever discharge the Purchaser and any of its affiliates, successors, and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to the Sale, except for liabilities and obligations under the Agreement.

28. The Successful Bid, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser in consultation with the Committee and DIP Lender without further action or order of the Court; *provided*, *however*, any such waiver, modification, amendment, or supplement is not material

and substantially conforms to, and effectuates, Successful Bid, the Agreement and any related agreements.

29. The failure specifically to include any particular provisions of the Successful Bid, the Agreement, or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Purchaser that Successful Bid, the Agreement and any related agreements are authorized and approved in their entirety, except as provided herein, with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

30. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

31. This Order and the Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in an applicable chapter 7 cases if the Chapter 11 Cases are converted from chapter 11, all creditors of the Debtors (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Transferred Assets. This Order shall survive and remain enforceable in accordance with its terms following any dismissal of these Chapter 11 Cases or any subsequent chapter 7 cases.

32. Nothing in this Order or the Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would

be subject to as the post-sale owner or operator of property, equipment, or other assets after the date of entry of this Order *provided, however,* that the Purchaser shall not assume any liability to a Governmental Unit for penalties for days of violation prior to closing of the sale. Nothing in this Order or the Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

33. Nothing in this Order or the Agreement shall be construed to limit or affect in any manner the required allocation of Sale Proceeds in accordance with the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Lender; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Dkt. No. 118] (the "Final DIP Order"), including but not limited to paragraphs 29 and 38 thereof.

34. For the avoidance of doubt, at Closing, the Debtors shall pay the DIP Lender (as defined in the Final DIP Order) the Sale Proceeds (net of $150,000 to wind down the Debtors' estates as set forth in paragraph 38(B) of the Final DIP Order, certain fees, expenses and cure costs in connection with the Sale as agreed between the Debtors and DIP Lender).The provisions of this Order are non-severable and mutually dependent.

35. Nothing in any order of the Court or contained in any plan of reorganization or liquidation confirmed in these Chapter 11 Cases, or in any subsequent or converted case of the

Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Successful Bid, the Agreement, or the terms of this Order.

36. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Sale Motion shall be deemed to provide sufficient notice of the Debtors' request for relief from stay. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Successful Bid, the Agreement and this Order at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

37. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order and the Agreement in all respects and to decide any disputes concerning this Order and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Successful Bid, the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Transferred Assets, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Transferred Assets free and clear of all Liens, Claims, Encumbrances, and Interests.

38. Subject to the terms of the Agreement, the Purchaser shall, upon the request of the Debtors, allow the Debtors reasonable access to, and copies of, the books, records and personnel of the company existing as of the Closing Date, so as to enable the Debtors to administer these Chapter 11 Cases, including, without limitation, to prepare and file a plan of liquidation and accompanying disclosure statement, and to prepare and file federal, state and local tax returns.

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

Dated: April 3rd, 2025
Wilmington, Delaware

ATTACHMENT 1

ASSET PURCHASE AGREEMENT

dated as of March 31, 2025

by and among

MUSASHI AUTO PARTS MICHIGAN, INC.

as Buyer,

and

iM3NY LLC,

and

Imperium3 New York, Inc.

as Sellers

This document is intended solely to facilitate discussions among the parties identified herein. It must be kept confidential in accordance with the terms of the Confidentiality Agreement entered into by the recipient of this Agreement. It is not intended to create, and will not be deemed to create a legally binding or enforceable offer or agreement of any type or nature prior to the duly authorized and approved execution of this document by all such parties and the delivery of an executed copy hereof by all such parties to all other parties.

TABLE OF CONTENTS

ARTICLE 1
ACQUIRED ASSETS AND ASSUMPTION OF LIABILITIES 1
1.1 **Purchase and Sale of Assets** 1
1.2 **Excluded Assets** 1
1.3 **Assumed Liabilities** 1
1.4 **No Assumption of Liabilities** 1
1.5 **Assumption and Assignment of Contract and Leases**. 1

ARTICLE 2
CLOSING; PURCHASE PRICE 2
2.1 **Closing; Certain Deliveries** 2
2.2 **Consideration** 3
2.3 **Deposit** 3
2.4 **Prorations** 3

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS 3
3.1 **Organization** 3
3.2 **Authorization of Transaction** 4
3.3 **Governmental Consents** 4
3.4 **No Conflicts** 4
3.5 **Title to Tangible Assets** 4
3.6 **Litigation; Orders** 4
3.7 **Compliance with Laws; Permits** 4
3.8 **Real Property** 5
3.9 **Brokers' Fees and Commissions** 5
3.10 **Exclusive Representations and Warranties** 5

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER 5
4.1 **Organization; Qualification** 5
4.2 **Authorization of Transaction** 5
4.3 **Governmental Approvals** 6
4.4 **Sufficiency of Funds** 6
4.5 **No Litigation** 6
4.6 **Brokers** 6
4.7 **Exclusive Representations and Warranties** 6
4.8 **No Outside Reliance.** 6

ARTICLE 5
COVENANTS OF THE PARTIES 6
5.1 **Conduct Pending the Closing** 6
5.2 **Access** 7
5.3 **Public Announcements** 7
5.4 **Tax Matters** 7
5.5 **Commercially Reasonable Efforts** 8
5.6 **Further Assurances** 8
5.7 **Bankruptcy Court Matters** 9
5.8 **Cure Costs** 10

5.9 **Preservation of Books and Records; Cooperation** 10
5.10 **Receipt of Misdirected Assets; Liabilities** 10
5.11 **Bulk Transfer Laws** 10

ARTICLE 6
CONDITIONS TO OBLIGATIONS OF THE PARTIES 10
6.1 **Conditions Precedent to Obligations of Buyer** 10
6.2 **Conditions Precedent to the Obligations of Sellers** 11
6.3 **Waiver of Conditions** 12

ARTICLE 7
TERMINATION 12
7.1 **Termination of Agreement** 12
7.2 **Effect of Termination** 13

ARTICLE 8
MISCELLANEOUS 14
8.1 **Removal of Assets from Leased Premises** 14
8.2 **Survival** 14
8.3 **Expenses** 14
8.4 **Assignment** 14
8.5 **Parties in Interest** 15
8.6 **Notices** 15
8.7 **Choice of Law** 16
8.8 **Jurisdiction and Venue** 16
8.9 **Specific Performance** 16
8.10 **WAIVER OF RIGHT TO TRIAL BY JURY** 17
8.11 **Entire Agreement** 17
8.12 **Amendments and Waivers** 17
8.13 **Counterparts; Facsimile and Electronic Signatures** 17
8.14 **Severability** 17
8.15 **Headings** 17
8.16 **Non-Recourse** 18
8.17 **Mutual Drafting** 18
8.18 **Fiduciary Obligations** 18

ARTICLE 9
ADDITIONAL DEFINITIONS AND INTERPRETATION 18
9.1 **Certain Definitions** 18
9.2 **Index of Defined Terms.** 22
9.3 **Interpretation** 23

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of March 31, 2025 (the "Agreement Date"), is by and among, IM3NY, LLC, a Delaware limited liability company (the "Company") and, Imperium3 New York, Inc., a New York corporation ("Imperium3") (together the Company, "Sellers" and each, a "Seller") and Musashi Auto Parts Michigan, Inc, a Michigan corporation ("Buyer"). Each Seller and Buyer are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on January 27, 2025 (the "Petition Date"), Sellers commenced voluntary cases (collectively, the "Bankruptcy Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") by filing petitions for relief in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

WHEREAS, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase, the Acquired Assets as of the Closing and Buyer is willing to assume from Sellers the Assumed Liabilities as of the Closing upon terms and subject to the conditions set forth hereinafter (including the Auction).

NOW, **THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1
ACQUIRED ASSETS AND ASSUMPTION OF LIABILITIES

1.1 **Purchase and Sale of Assets**. Subject to entry of the Sale Order, and the terms and conditions of this Agreement and the Sale Order, at the Closing, Sellers shall sell, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Sellers, all of Sellers' right, title and interest in and to, as of the Closing, the Acquired Assets, free and clear of all Liens other than the Permitted Liens. "Acquired Assets" means the Assets set forth on Exhibit A, the Assigned Contract and the Assigned Lease.

1.2 **Excluded Assets**. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to, in and under the Seller's properties, rights, interests, and other assets of Sellers other than the Acquired Assets (collectively, the "Excluded Assets").

1.3 **Assumed Liabilities**. Subject to the terms and conditions of this Agreement, at the Closing, Sellers shall transfer, assign and convey, and deliver to Buyer and Buyer shall assume from Sellers and pay when due, and perform and discharge in due course, the amounts due under the Assigned Contract (the "Assumed Liabilities").

1.4 **No Assumption of Liabilities**. Other than the Assumed Liabilities, Buyer shall not and does not assume, and shall not be obligated to pay, perform, discharge or in any other manner be liable or responsible for any Liabilities of any Seller ("Excluded Liabilities").

1.5 **Assumption and Assignment of Contract and Leases**.

(a) Sellers shall take all actions reasonably necessary to cause the Assigned Lease and Assigned Contract, to the extent assignable, assigned to Buyer, effective on and as of the Closing, pursuant to section 365 of the Bankruptcy Code. At the Closing, Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, sell, and assume and assign to Buyer (the consideration for which is included in the Purchase Price), the Assigned Contract and Assigned Lease pursuant to sections 363 and 365 of the Bankruptcy Code. At the Closing, Buyer shall assume, and thereafter in due course and in accordance with its respective terms (as may be amended) pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract and Assigned Lease that are Assumed Liabilities, pursuant to section 365 of the Bankruptcy Code, as applicable.

(b) Notwithstanding anything to the contrary in this Agreement, a Contract or Lease shall not be an Assigned Contract or Assigned Lease, as applicable, hereunder and shall not be assigned to, or assumed by, Buyer to the extent that such Contract or Lease is rejected by a Seller or its Affiliates or terminated by a Seller, its Affiliates or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Buyer as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

ARTICLE 2
CLOSING; PURCHASE PRICE

2.1 **Closing; Certain Deliveries**.

(a) The consummation of the Transactions (the "Closing") shall take place on the second Business Day following the satisfaction or waiver of all of the conditions set forth in Article 6 (other than conditions that by their terms or nature are to be satisfied at the Closing) or on such other date as the Parties hereto shall mutually agree in writing. The Closing will take place by telephone or video conference and electronic exchange of executed documents on April 4, 2025, unless the Parties hereto otherwise agree in writing. The actual date of the Closing, effective 12:00 a.m. ET time on such date, is herein called the "Closing Date."

(b) At the Closing, Sellers shall deliver to Buyer:

(i) for each Seller, an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of such Seller certifying that the conditions set forth in Section 6.1(a) and Section 6.1(b) have been satisfied; and

(ii) the duly executed Bill of Sale and Assignment and Assumption Agreement.

(c) At the Closing, Buyer shall deliver to Sellers:

(i) payment by wire transfer of immediately available funds to an account set forth by Sellers of an aggregate amount equal to the Cash Payment minus the Deposit;

(ii) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Buyer certifying that the conditions set forth in Section 6.2(a) and Section 6.2(b) have been satisfied; and

(iii) the duly executed Bill of Sale and Assignment and Assumption Agreement.

2.2 **Consideration**. The aggregate consideration (collectively, the "Purchase Price") to be provided by Buyer for the purchase of the Acquired Assets shall be a cash payment (the "Cash Payment") of (a) $10,000,000, plus (b) the assumption of the Assumed Liabilities, plus (c) Seller Proration Amount, if any, minus (d) the Buyer Proration Amount, if any, and minus (e) the cure costs due the Landlord with respect to the Assigned Lease.

2.3 **Deposit**. Upon the execution of this Agreement, Buyer shall deposit an aggregate amount equal to $1,000,000 in cash into the Escrow Account (the "Deposit"). The Deposit shall be released and delivered (together with all accrued investment income thereon) by the Escrow Agent to either Buyer or Sellers, as applicable, as follows, in each case in accordance with the Escrow Agreement:

(a) if the Closing shall occur, the Deposit shall be released to the Sellers and applied against payment of the Cash Payment at the Closing;

(b) if this Agreement is terminated by Sellers pursuant to Section 7.1(e) or Section 7.1(f), the Deposit, together with all accrued investment income thereon, shall be released to Sellers within five (5) Business Days after such termination; or

(c) if this Agreement is terminated for any reason (other than a termination pursuant to Section 7.1(e) or Section 7.1(f)), the Deposit, together with all accrued investment income thereon, shall be returned to Buyer within five (5) Business Days after such termination.

2.4 **Prorations**. The following items shall be prorated between Sellers and Buyer as of the Closing Date: (a) applicable property and personal taxes (other than Transfer Taxes) and (b) utilities, (c) lease payments under the Assigned Lease. Unless otherwise stated herein, all prorations shall be on an accrual basis, and based on the actual number of days in each month. Sellers shall be responsible for amounts relating to the period prior to the Closing Date, and Buyer shall be responsible for amounts relating from the Closing Date. Property Taxes on Acquired Assets will be prorated using applicable property tax rates if known, and if not known, applicable property tax rates from the last known period shall be utilized but subject to later adjustments for actual property tax rates. The net amount of all prorations owed to Buyer and Sellers under this shall be referred to as the "Buyer Proration Amount" if owed to Buyer or the "Seller Proration Amount" if owed to Sellers.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, and subject to Section 8.17, the Sellers hereby represent and warrant to Buyer as of the Agreement Date as follows:

3.1 **Organization**. Each Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has, subject to the necessary authority from the Bankruptcy Court, all requisite corporate power and authority to own and hold its assets, rights and properties and to conduct its Business as now owned, held and conducted in its jurisdiction of organization and in the other jurisdictions in which it is required to register or qualify to

do business, except where the failure to be so organized, existing or in good standing or have such power and authority would not reasonably be expected to have a Material Adverse Effect.

3.2 **Authorization of Transaction**. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full corporate power and authority to execute and deliver this Agreement and all other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance by Sellers of this Agreement and the Transaction Documents to which it is a party have been duly and validly authorized by such Seller. Upon due execution hereof by each Seller, this Agreement (assuming due authorization and delivery by Buyer) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or similar Laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

3.3 **Governmental Consents**. Other than as required by, or pursuant to, the Bankruptcy Code, the Bidding Procedures Order or the Sale Order, no Seller is required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any Transaction Document, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 **No Conflicts**. Subject to the Sale Order having been entered by the Bankruptcy Court, the execution, delivery and performance by each Seller of any Transaction Document to which such Seller is (or will become at Closing) a party, and the consummation of the Transactions, does not and will not (a) conflict with or result in any breach of any provision of its certificate of incorporation or bylaws or comparable governing documents, (b) conflict with, result in the breach of the terms, conditions or provisions of, constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give rise to any right of termination, acceleration or cancellation of any right or obligation or to a loss of any benefit, under any provision of any Material Contracts or Material Leases, (c) result in a violation of any Law or Order applicable to it, or (d) result in the creation or imposition of any Lien on any Acquired Assets other than Permitted Liens, except, in the case of clauses (b), (c) and/or (d), as would not, individually or in the aggregate, be, or reasonably be expected to have a Material Adverse Effect.

3.5 **Title to Tangible Assets**. Upon the terms and subject to the conditions contained in this Agreement and subject to requisite Bankruptcy Court approvals and the terms of the Sale Order, at the Closing, subject to any Permitted Liens, Sellers will have good and valid title to, or the right to use, the Tangible Assets.

3.6 **Litigation; Orders**. Except for the Bankruptcy Cases and any adversary proceedings or contested motions commenced in connection therewith, there is no Claim, Proceeding or Order pending, outstanding or, to any Sellers' knowledge, threatened against any Seller that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby.

3.7 **Compliance with Laws; Permits**. Sellers are in compliance with all Laws applicable to the Business, except as resulting from the filing and pendency of the Bankruptcy Cases or

where the failure to be in compliance would not be reasonably expected to have a Material Adverse Effect. Sellers have all Permits which are required for the operation of the Business as presently conducted, except where such failure to have Permit would not reasonably be expected to have a Material Adverse Effect. Sellers are not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which they are parties, except where such default or violation would not be reasonably expected to have a Material Adverse Effect.

3.8 **Real Property**. No Seller owns any real property.

3.9 **Brokers' Fees and Commissions**. Except for fees owed to Hilco Corporate Finance, the Sellers' investment banker, no agent, broker, Person or firm acting on behalf of any Seller or under any Seller's authority is or will be entitled to any advisory, commission or broker's or finder's fee or commission from any of the parties hereto in connection with any of the Transactions.

3.10 **Exclusive Representations and Warranties**. Except for the representations and warranties contained in this Article 3, none of Sellers, nor any of their respective Representatives, makes or has made any other representation or warranty on behalf of Sellers. Except for the representations and warranties contained in this Article 3, Sellers are selling the Acquired Assets "as is-where is" and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of any Seller). The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Material Adverse Effect.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers, as of the Agreement Date, as follows:

4.1 **Organization; Qualification**. Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Buyer has all requisite power and authority necessary to carry on its business as it is now being conducted. Buyer is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Transactions.

4.2 **Authorization of Transaction**. Buyer has full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party and the consummation of the Transactions have been duly and validly authorized by Buyer. This Agreement and the other Transaction Documents to which Buyer is (or will become at Closing) party shall

constitute (or will constitute) valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms (subject to the entry of the Sale Order), in each case except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, or similar Laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

4.3 **Governmental Approvals**. No notice to, consent, approval or authorization of or designation, declaration or filing with any Governmental Entity is required by Buyer with respect to Buyer's execution and delivery of any Transaction Document to which it is (or will become at Closing) a party or the consummation of the Transactions, except (a) the Sale Order having been entered by the Bankruptcy Court and (b) any consent, approval or authorization of or designation, declaration or filing with any Governmental Entity the failure of which to be made or obtained would not, individually or in the aggregate, be reasonably expected to result in a material adverse effect on the ability of Buyer to consummate the Transactions.

4.4 **Sufficiency of Funds**. Buyer has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Cash Payment.

4.5 **No Litigation**. There are no Claims, Proceedings, or Orders pending, outstanding, or, to Buyer's knowledge, threatened against or affecting Buyer that will or would be reasonably likely to adversely affect Buyer's performance of its obligations under this Agreement or the consummation of the Transactions.

4.6 **Brokers**. No agent, broker, Person or firm acting on behalf of Buyer or under Buyer's authority is or will be entitled to any advisory, commission or broker's or finder's fee or commission in connection with any of the Transactions.

4.7 **Exclusive Representations and Warranties**. Except for the representations and warranties contained in this Article 4, Sellers are not relying on and will not rely on the accuracy or completeness of any other express or implied representation or warranty with respect to Buyer or with respect to any other information provided to Sellers by Buyer and acknowledge that neither Buyer nor any other Person acting on behalf of Buyer makes any other express or implied representation or warranty with respect to Buyer or with respect to any other information provided to Sellers by Buyer.

4.8 **No Outside Reliance.** Except as otherwise expressly provided in the Agreement, Buyer has not relied and will not rely on, and Sellers are not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Acquired Assets or relating thereto made or furnished by Sellers. BUYER FURTHER ACKNOWLEDGES THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED ASSETS IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS).

ARTICLE 5
COVENANTS OF THE PARTIES

5.1 **Conduct Pending the Closing**.

(a) Maintenance of Assets. Pending the Closing, Sellers shall maintain the Acquired Assets in the ordinary course consistent with the past practice of Sellers.

(b) Access to Employees. Buyer shall have no obligation to offer employment to any Employee. Pending the Closing, Sellers shall allow Buyer to interview the Employees to determine which Employees Buyer may wish to hire. Buyer shall be free, without obligation, to interview, seek employment applications from, and employ, on terms determined solely by Buyer, any Employee, and Sellers shall assist Buyer in all reasonable respects in connection with Buyer's efforts. If Buyer makes an offer to any Employee, the offer of employment shall be on terms solely acceptable to Buyer. Sellers shall be solely responsible for complying with all legal requirements in connection with the termination of Employees.

5.2 **Access**. Subject to applicable Law, from the date of this Agreement until Closing, Sellers shall give Buyer and its Representatives reasonable access during normal business hours to the offices, properties, officers, employees, accountants, auditors, counsel and other representatives, data, books and records of Sellers to the extent relating to the Acquired Assets, as Buyer reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement. It is acknowledged and understood that no investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or other agreement given or made by Sellers hereunder. Buyer agrees that any on-site inspections of any of Acquired Assets, shall be conducted in the presence of Sellers or their Representatives. All inspections shall be conducted so as not to interfere unreasonably with the use of any of the Acquired Assets by Sellers, or operation of the Business, and shall not violate any applicable Law or confidentiality obligations of any Seller. Notwithstanding the foregoing, Buyer and its Representatives shall not be entitled to any records or information pursuant to this Section 5.2, or otherwise, that is subject to legal privilege or that would or could trigger a breach or violation of any obligations under any confidentiality or privacy provision or privacy rule, to which any Seller is subject. The information provided pursuant to this Section 5.2 will be used solely for the purpose of consummating the Transactions, and will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein.

5.3 **Public Announcements**. Neither Sellers nor Buyer shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Buyer or Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Buyer or Sellers (or their respective Affiliates) lists securities; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof.

5.4 **Tax Matters**.

(a) Transfer Taxes. All Transfer Taxes arising out of the transfer of the Acquired Assets pursuant to this Agreement shall be borne by Buyer.

(b) Allocation of Purchase Price. Within ninety (90) days after the Closing Date, Buyer shall deliver to Seller an allocation of the Purchase Price among the Purchased Assets,

in Buyer's sole discretion ("Buyer's Allocation"). Unless Sellers provide written notice to the Buyer by no later than ten (10) days after receipt of the Buyer's Allocation, the Buyer's Allocation shall be conclusive and binding on the Buyer and Sellers for the purposes of reporting and disclosure requirements under the Internal Revenue Code and any other state, local or foreign tax authority. If Seller properly objects to Buyer's Allocation and Buyer and Seller cannot agree to an allocation within 30 days after Seller's proper objection, the Bankruptcy Court shall resolve such dispute.

(c) Cooperation. Each of Buyer, on the one hand, and Sellers, on the other hand, shall cooperate fully, as and to the extent reasonably requested, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes and shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any Claim for exemption or exclusion from the application or imposition of any Taxes, the preparation for any audit by any Tax Authority and the prosecution or defense of any Proceeding relating to any Tax Return.

5.5 **Commercially Reasonable Efforts**.

(a) Subject to the terms and conditions of this Agreement, each Party shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Law to consummate and make effective the Transactions as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof. The "reasonable best efforts" of Sellers will not require any Seller or any of its Affiliates or Representatives to expend any money to remedy any breach of any representation or warranty, to commence any Proceeding, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of Sellers pursuant to this Agreement, including this Section 5.5, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), Sellers' debtor-in-possession financing, and Sellers' obligations as debtors-in-possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order, and the Sale Order), and Sellers' duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

(c) To the extent Buyer comes into the possession of any Personal Information, Buyer shall immediately deliver such information to Sellers and destroy and/or delete all copies of such information and provide Sellers with evidence of such destruction.

5.6 **Further Assurances**. From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable

to evidence and effectuate the Transactions; provided that nothing in this Section 5.6 or this Agreement shall prohibit any Seller from ceasing operations or winding up their affairs following the Closing.

5.7 **Bankruptcy Court Matters**.

(a) Buyer and Sellers acknowledge that this Agreement and the Transactions are subject to the Bidding Procedures and Bidding Procedures Order, and approval by the Bankruptcy Court and, as applicable, entry of the Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and Sale Order shall govern.

(b) Buyer and Sellers shall use their commercially reasonable efforts to have the Bankruptcy Court hold the Sale Hearing and enter the Sale Order as promptly as practicable.

(c) Buyer agrees and acknowledges that Sellers, including through their representatives, are and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order. Sellers may modify the motion seeking approval of the Sale Order pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Bankruptcy Court, any creditor or committee representing a group of creditors in the Bankruptcy Case, or any other party in interest, with such modifications being acceptable to Buyer in its commercially reasonable discretion.

(d) Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the transactions contemplated hereby.

(e) Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including providing adequate assurance of future performance and furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

(f) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Assets, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the backup bidder if Buyer is the next highest or otherwise best bidder for the Acquired Assets at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the "Backup Bidder") and, if Buyer is the Backup Bidder, Buyer shall be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until forty-five (45) days after the Sale Hearing or this Agreement is otherwise terminated pursuant to Article 7. Following the Auction, if the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Backup Bidder, will be deemed to have the new prevailing bid, and Sellers may seek authority to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) with the Backup Bidder.

5.8 **Cure Costs**. Sellers shall sell, transfer and assign, the Assigned Contract and Assigned Lease to Buyer, and Buyer shall purchase and assume all Assigned Contract and Assigned Lease from Sellers, as of the Closing Date pursuant to sections 363 and 365 of the Bankruptcy Code and the Sale Order. In connection with debts incurred or the assignment and assumption of the Assigned Contract and Assigned Lease, Buyer shall cure any monetary defaults of the debts incurred or under the Assigned Contract and Assigned Lease by payment of any Cure Costs as determined in accordance with the Bidding Procedures Order and Sale Order provided that any Cure Costs associated with the Assigned Lease shall be deducted from the Purchase Price.

5.9 **Preservation of Books and Records; Cooperation**. For a period of three (3) years after the Closing Date, Buyer shall provide to Sellers and their respective Representatives (after reasonable notice and during normal business hours and without undue interference to the business operations of Buyer) reasonable access to, including the right to make copies of, all books and records included in and otherwise related to the Acquired Assets, to the extent necessary to permit Sellers to determine any matter relating to their rights and obligations hereunder or to any period ending on or before the Closing Date (for example, for purposes of any Tax or accounting audit or any claim or litigation matter, but not for any dispute or claim between Buyer and Sellers in connection with this Agreement, the Transaction Documents or otherwise) or the liquidation and winding down of Sellers following the Closing, and shall preserve such books and records until the later of (a) such period as shall be consistent with Buyer's records retention policy in effect from time to time, (b) the retention period required by applicable Law, (c) the conclusion of all proceedings relating to the Bankruptcy Cases, or (d) such three (3)-year period. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain originals or copies of all of books and records included in or related to the Acquired Assets for periods prior to the Closing. Without limiting the generality of the foregoing, from and after the Closing, Buyer will provide Sellers with reasonable assistance, support and cooperation with Sellers' wind-down and related activities.

5.10 **Receipt of Misdirected Assets; Liabilities**. If after the Closing (a) Buyer or any of its Affiliates holds any Excluded Assets or Excluded Liabilities or (b) any Seller holds any Acquired Assets, Buyer or the applicable Seller, will promptly transfer (or cause to be transferred) such assets to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

5.11 **Bulk Transfer Laws**. Buyer acknowledges that Sellers will not comply with the provisions of any bulk transfer Laws or similar laws of any jurisdiction in connection with the Transactions, including the United Nations Convention on the Sale of Goods, and hereby waives all claims related to the non-compliance therewith.

ARTICLE 6
CONDITIONS TO OBLIGATIONS OF THE PARTIES

6.1 **Conditions Precedent to Obligations of Buyer**. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or written waiver by Buyer) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Sellers set forth in Article 3 shall be true and correct, except where the failure of such representations or warranties to be true and correct has not had a Material Adverse Effect, as of

the Agreement Date and at and as of the Closing as though made at and as of the Closing (in each case, except to the extent expressly made as of another date, in which case as of such date as if made at and as of such date).

(b) Performance of Obligations. Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by them on or prior to the Closing Date.

(c) Condition of Acquired Assets. There shall have been no material change in the Acquired Assets.

(d) Lease. Buyer shall assume and Sellers shall assign that certain Real Estate Lease Agreement, dated as of March 29, 2021, between Imperium3, as tenant, and Huron Real Estate Associates LLC ("Huron") as landlord, as amended and supplemented including by that First Amendment to Lease, dated as of September 21, 2021 (the "Assigned Lease") with respect to the approximately 262,530 net square foot manufacturing facility (Buildings 48, 53, 87) located at 1039 Clark Street, Endicott, New York (the "Leased Premises"). The Assigned Lease was assigned by Huron to Phoenix Endicott Industrial Investors, LLC on September 22, 2021. For avoidance of doubt, Buyer will not assume the lease relating to Building 257 located near the Leased Premises but subject to a separate lease.

(e) Closing Deliveries. Sellers shall have delivered, or caused to be delivered, to Buyer all deliveries required under Section 2.1(b).

(f) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, reversing, modifying or amending such Sale Order shall be in effect on the Closing Date.

(g) No Order. No court or other Governmental Entity has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the Transactions.

6.2 **Conditions Precedent to the Obligations of Sellers**. The obligation of Sellers to consummate the Transactions is subject to the satisfaction (or written waiver by Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer set forth in Article 4 shall be true and correct in all material respects as of the Agreement Date and at and as of the Closing as though made at and as of the Closing (in each case, except to the extent expressly made as of another date, in which case as of such date as if made at and as of such date).

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) Closing Deliveries. Buyer shall have delivered, or caused to be delivered, to Sellers all deliveries required under Section 2.1(c).

(d) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, reversing, modifying or amending such Sale Order shall be in effect on the Closing Date.

(e) No Order. No court or other Governmental Entity has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the Transactions.

6.3 **Waiver of Conditions**. Upon the occurrence of the Closing, any condition set forth in this Article 6 that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Buyer or Sellers may rely on the failure of any condition set forth in this Article 6, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE 7
TERMINATION

7.1 **Termination of Agreement**. This Agreement may be terminated at any time prior to the Closing only in accordance with the following set forth in this Section 7.1, and in no other manner:

(a) by the mutual written consent of Sellers and Buyer;

(b) by written notice of either Sellers or Buyer if there shall be any Law that makes consummation of the Transactions illegal or otherwise prohibited, or if any Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transactions is entered and such Order shall become final, binding, and non-appealable, provided, that no termination may be made by a Party under this Section 7.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice of either Sellers or Buyer if the Closing shall not have occurred on or before the Outside Date (or such later date as provided in Section 5.7(f) to the extent applicable), provided, however that no termination may be made a Party under this Section 7.1(c) if the failure to close on or before the Outside Date (or such later date as provided in Section 5.7(f) to the extent applicable) was caused by such Party's failure to perform any of its obligations under this Agreement; provided further that Sellers may extend the Outside Date up to an additional ten (10) days to the extent necessary to satisfy the conditions set forth in Section 6.1(h) and Section 6.2(d) so long as the other conditions in Article 6 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied);

(d) by written notice from Buyer to Sellers, upon a breach of any covenant or agreement contained in this Agreement on the part of Sellers, or if any representation or warranty of the Sellers in this Agreement will have become untrue, in each case, such that the conditions set forth in Section 6.1(a) or Section 6.1(b) would not be satisfied; provided that (i) if such breach is curable by Sellers then Buyer may not terminate this Agreement under this Section 7.1(d) unless

such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Buyer notifies Sellers of such breach, and (ii) the right to terminate this Agreement pursuant to this Section 7.1(d) will not be available to Buyer at any time that Buyer is in material breach of, any covenant, representation or warranty hereunder;

(e) by written notice from Sellers to Buyer, upon a breach of any covenant or agreement contained in this Agreement on the part of Buyer, or if any representation or warranty of Buyer in this Agreement will have become untrue, in each case, such that the conditions set forth in Section 6.2(a) or Section 6.2(b) would not be satisfied; provided that (i) if such breach is curable by Buyer (other than a breach or failure by Buyer to close when required pursuant to Section 2.1(a)) then Sellers may not terminate this Agreement under this Section 7.1(e) unless such breach has not been cured by the date which that the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Sellers notify Buyer of such breach, and (ii) Sellers' right to terminate this Agreement pursuant to this Section 7.1(e) will not be available to Sellers at any time that Sellers are in material breach of, any covenant, representation or warranty hereunder;

(f) by written notice from Sellers to Buyer, if all of the conditions set forth in Section 6.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but which conditions are capable of being satisfied) or waived and Buyer fails to complete the Closing at the time required by Section 2.1(a);

(g) by written notice of either Buyer or Sellers, if (i) any Seller enters into one or more Alternative Transactions with one or more Persons other than Buyer or the Successful Bidder or the Backup Bidder at the Auction, or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder;

(h) by written notice from either Buyer or Sellers, if Buyer (i) is not the Successful Bidder or the Backup Bidder at the Auction or (ii) is the Backup Bidder at the Auction and Sellers consummate an Alternative Transaction with the Successful Bidder; or

(i) by written notice from Sellers to Buyer, if any Seller or the governing body of any Seller determines that proceeding with the Transactions or failing to terminate this Agreement would violate its or such governing body's fiduciary obligations or applicable Law, including to pursue an Alternative Transaction. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of its estates.

7.2 **Effect of Termination**. In the event of any termination of this Agreement pursuant to Section 7.1, this Agreement shall thereupon become null and void and no Party, or any of its Representatives, will have any Liability under this Agreement or the Transactions, except (i) the following provisions will survive any such termination: Section 2.3 (*Deposit*), Section 5.3 (*Public Announcements*), this Section 7.2 (*Effect of Termination*), Article 8 (*Miscellaneous*), and to the extent applicable in respect of such Sections and Article, Article 9 (*Additional Definitions and Interpretation*), and (ii) such termination shall not relieve Buyer of any Liability (including all direct, incidental, consequential, special, or indirect Liabilities, including loss of future revenue or income, loss of business reputation or opportunity, or diminution of value of any assets) for fraud or breach of this Agreement prior to such termination. Notwithstanding anything to the contrary herein, the sole and exclusive remedy of Buyer for any breach of this Agreement by Sellers shall

be, if applicable, to terminate this Agreement pursuant to Section 7.1(d), and in no event shall Sellers be liable for monetary damages in connection with this Agreement and the Transactions.

ARTICLE 8
MISCELLANEOUS

8.1 **Removal of Assets from Leased Premises**. Buyer acknowledges that Sellers may leave certain of Sellers' Excluded Assets on the Leased Premises. Upon at least five (5) Business Days' advance written notice, Buyer shall arrange for a time during normal business hours for Sellers or its representatives to access the Leased Premises to remove the Excluded Assets. Sellers must complete the removal of the Excluded Assets prior to July 1, 2025. If Sellers engage a third party to remove the Excluded Assets, such third party will indemnify Buyer for any damages Buyer incurs as a result of such entry and removal of the Excluded Assets. Any Excluded Assets remaining on the Leased Premises after July 1, 2025 will be removed and disposed of by Buyer.

8.2 **Survival**. Each and every representation and warranty contained in this Agreement, or any other Transaction Document, shall expire and be of no further force and effect as of the Closing such that no claim for breach of any such representation or warranty, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each and every covenant and agreement contained in this Agreement (other than the covenants contained in this Agreement which by their terms are to be performed (in whole or in part) by the Parties following the Closing (each, a "Post-Closing Covenant")) shall expire and be of no further force and effect as of the Closing such that no claim for breach of any such covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each Post-Closing Covenant shall survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or, (b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, sixty (60) days following the expiration of the time period for such performance or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, sixty (60) days following the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant; provided that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement. The Buyer hereby waives all rights and remedies against Sellers with respect to any environmental, health, or safety matters relating to this Agreement, the Transactions, the Business, or any Acquired Assets.

8.3 **Expenses**. Except as set forth in this Agreement and whether or not the Transactions are consummated, each Party hereto shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

8.4 **Assignment**. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated by Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void; provided that prior to the Closing, Buyer shall be entitled to designate, by written notice to Sellers no later than two (2) Business Days prior to the Closing Date, one or more Affiliates of Buyer to (a) purchase the Acquired Assets and pay the

corresponding Purchase Price amount, or (b) take title directly to any Acquired Asset (any such Affiliate that shall be designated in accordance with this clause, a "Designated Buyer"), and, to the extent of any such designation, this Agreement shall be binding upon each of such Affiliates, their successors and permitted assigns, which shall be treated as Buyer to such extent hereunder; provided further that Buyer shall remain jointly and severally liable with any such Designated Buyer for Buyer's and any such Designated Buyers' obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' estate appointed in connection with the Bankruptcy Cases.

8.5 **Parties in Interest**. This Agreement shall be binding upon and inure solely to the benefit of Sellers (and their estate), Buyer and their respective successors or permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein.

8.6 **Notices**. All notices, demands and other communications (collectively, "Notices") to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

If to any Seller: [_____]
_____
_____
Attention: _____
Email: _____

With copies to: [_____]
_____
_____
Attention: _____
Email: _____

If to Buyer: Musashi Auto Parts Michigan, Inc.
195 Brydges Drive
Battle Creek, MI 49037
Attention: Frank DeLattre, President Americas
Email: frank.delattre@musashina.com

With copies to: Warner Norcross + Judd LLP
2715 Woodward Ave., Ste. 300
Detroit, MI 48201
Attention: Dennis W. Loughlin
Email: dloughlin@wnj.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

8.7 **Choice of Law**. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be construed and interpreted, and the rights of the Parties shall be determined, in accordance with the Laws of the State of Delaware, without giving effect to any provision thereof that would require or permit the application of the substantive Laws of any other jurisdiction.

8.8 **Jurisdiction and Venue**. Each of the Parties irrevocably agrees that any Proceeding of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Proceeding, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Proceedings in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 8.6. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

8.9 **Specific Performance**. Buyer acknowledges that Sellers would be damaged irreparably in the event that the terms of this Agreement are not performed by Buyer in accordance

with its specific terms or otherwise breached or Buyer fails to consummate the Closing and that, in addition to any other remedy that Sellers may have under law or equity, Sellers shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions hereof that are required to be performed by Buyer. Buyer further agrees that Sellers shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.9, and irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

8.10 **WAIVER OF RIGHT TO TRIAL BY JURY**. SELLERS AND BUYER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). FOR THE AVOIDANCE OF DOUBT, THIS SECTION 8.10 SHALL NOT APPLY TO ANY CLAIMS THAT BUYER OR ITS AFFILIATES MAY HAVE AGAINST ANY THIRD PARTY FOLLOWING THE CLOSING.

8.11 **Entire Agreement**. This Agreement, the Confidentiality Agreement, the Sale Order, and all Transaction Documents and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

8.12 **Amendments and Waivers**. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

8.13 **Counterparts; Facsimile and Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be executed via physical or electronic signature and delivered via facsimile, electronic mail, or other means of electronic transmission. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

8.14 **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

8.15 **Headings**. The table of contents and the headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

8.16 **Non-Recourse**. No past, present or future director, manager, officer, employee, incorporator, member, partner or equity holder of Buyer or Sellers shall have any Liability for any Liabilities of Buyer or Sellers, respectively, under this Agreement or for any Claim based on, in respect of, or by reason of the Transactions. This Agreement may only be enforced against, and any Claim, action (including in the Bankruptcy Cases), suit, Proceeding or investigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement.

8.17 **Mutual Drafting**. This Agreement is the result of the joint efforts of Buyer and Sellers, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there is to be no construction against any Party based on any pre-sumption of that Party's involvement in the drafting thereof.

8.18 **Fiduciary Obligations**. Nothing in this Agreement, or any document related to the Transactions, will require Sellers or any of its governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law.

ARTICLE 9
ADDITIONAL DEFINITIONS AND INTERPRETATION

9.1 **Certain Definitions**. As used herein, the terms below shall have the following respective meanings:

"Affiliate" shall, with respect to any Person, mean any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through ownership of voting securities or rights, by contract, as trustee, executor or otherwise.

"Agreement" shall mean this Asset Purchase Agreement, together with the exhibits, as amended, restated, supplemented or otherwise modified from time to time.

"Alternative Transaction" shall mean (i) the approval by the Bankruptcy Court of a sale or sales of a material portion of the Acquired Assets to a Person other than Buyer, and (ii) the filing of a plan of reorganization that does not contemplate the sale of the Acquired Assets to Buyer in accordance with the terms hereof.

"Assigned Contract" means the purchase order issued by Gelon Coaters to Sellers dated [•] in the approximate amount of $308,000.

"Auction" shall have the meaning set forth in the Bidding Procedures.

"Bidding Procedures" shall mean bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

"Bidding Procedures Order" means an Order of the Bankruptcy Court approving the Bidding Procedures, in the form attached hereto as Exhibit B.

"Bill of Sale and Assignment and Assumption Agreement" shall mean a bill of sale and assignment and assumption agreement to be entered into by Sellers and Buyer concurrently with the Closing, substantially in the form of Exhibit C.

"Business" means the business operations of Sellers as of the date hereof.

"Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in the State of New York are not required to open.

"Claim" shall mean all actions, claims, counterclaims, suits, proceedings, rights of action, causes of action, Liabilities, losses, damages, remedies, penalties, judgments, settlements, costs, expenses, fines, disbursements, demands, reasonable costs, fees and expenses of counsel, including in respect of investigation, interest, demands and actions of any nature or any kind whatsoever, known or unknown, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, choate or inchoate, legal or equitable, and arising in tort, contract or otherwise, including any "claim" as defined in the Bankruptcy Code.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated February 25, 2025, between the Sellers and Buyer (or an Affiliate of Buyer).

"Contract" shall mean any contract, agreement, franchise agreement, indenture, note, bond, loan, instrument, conditional sales contract, purchase order, mortgage, license, franchise, insurance policy, letter of credit, commitment or other binding arrangement or commitment, whether or not in written form, that is binding upon a Person or any of its property (other than any Leases).

"Cure Costs" shall mean all amounts required to be paid pursuant to section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contract and Assigned Lease, or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption and assignment of the Assigned Contract and Assigned Lease.

"Employees" shall mean all individuals, whether or not actively at work as of the date hereof, who are employed by any Seller, including such employees who have been furloughed or are on short-term disability, long-term disability or any other approved leave of absence as of the Closing.

"Escrow Account" shall mean the account established by the Escrow Agent to hold the Deposit.

"Escrow Agent" shall mean a third-party agent designated by the Company.

"Escrow Agreement" shall mean the escrow agreement by and among Escrow Agent and Sellers.

"Governmental Entity" shall mean any federal, state, provincial, local, municipal, foreign, multinational, international or other (a) government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (c) body exercising, or entitled to exercise, any administrative,

executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitration tribunal or stock exchange.

"Law" shall mean any federal, state, provincial, local, foreign, international or multinational constitution, statute, law, ordinance, regulation, rule, code, Order, principle of common law, or decree enacted, promulgated, issued, enforced or entered by any Governmental Entity, or court of competent jurisdiction, or other requirement or rule of law.

"Liabilities" shall mean, as to any Person, all debts, adverse Claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, whether accrued or unaccrued, vested or otherwise, liquidated or unliquidated, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person's balance sheet or other books and records.

"Lien" shall have the meaning specified in section 101(37) of the Bankruptcy Code and shall include any pledge, option, charge, lien, license, debentures, trust deeds, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, deed of trust, defect of title, restriction on transferability, restriction on use or other encumbrance, in each case whether imposed by agreement, Law, equity or otherwise.

"Material Adverse Effect" shall mean a material adverse effect on the Acquired Assets, taken as whole; provided, that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) any change generally affecting the international, national or regional markets applicable to the Business or the Acquired Assets; (ii) any changes in, or effects arising from or relating to, national or international political or social conditions, including the engagement by the United States or any other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States; (iii) changes in, or effects arising from or relating to, financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates or (C) any decline or rise in the price of any security, commodity, contract or index); (iv) changes in Law, or official interpretations of the foregoing; (v) acts of nature, including outbreaks of illness or health emergencies (including the COVID-19 pandemic or a similar viral outbreak and business, travel, shelter-in-place Laws, and other restrictions related thereto), hurricanes, storms, floods, earthquakes and other natural disasters or force majeure events; (vi) any action required to be taken by this Agreement; (vii) the filing or pendency of the Bankruptcy Cases, any order of the Bankruptcy Court or any actions or omissions of Sellers taken or not taken in order avoid a violation of such order; (viii) any objections in the Bankruptcy Court to this Agreement, the Transactions, the Sale Order or the reorganization or liquidation of Sellers or their Affiliates; (ix) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (x) the disposition of any Excluded Assets; (xi) the breach of this Agreement by Buyer; (xiv) the execution and delivery of this Agreement; and (xii) any action taken by any Seller at the express written request of Buyer; which, in the case of any of the foregoing clauses (i) through (v) does not disproportionately affect the Business or Acquired Assets relative to other companies that participate in the markets and industries applicable to the Business.

"Order" shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, determination, decision, verdict, or award of any Governmental Entity.

"Ordinary Course of Business" means the ordinary and usual course of operations of the Business consistent with past practices immediately prior to the Petition Date, taken as a whole, taking into account the contemplation, commencement, and pendency of the Bankruptcy Cases.

"Outside Date" shall mean May 30, 2025.

"Permits" shall mean permits, licenses, registrations, certificates, certificates of occupancy, accounts, approvals, consents, clearances and other authorizations issued by any Governmental Entity.

"Permitted Liens" shall mean: (a) any Lien that will be removed or released by operation of the Sale Order or any other Order of the Bankruptcy Court.

"Person" shall mean an individual, a partnership, a joint venture, a corporation, a business trust, a limited liability company, a trust, an unincorporated organization, a joint stock company, a labor union, an estate, a Governmental Entity or any other entity.

"Personal Information" shall mean all personally identifiable information held by, or under the control of Sellers, or used by Sellers, including any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means, including (a) any information that can be used to distinguish or trace an individual's identity, such as name, email address, phone number, social security number, date and place of birth, mother's maiden name, and (b) any other information that is linked or linkable to an individual, such as financial information, including any credit card numbers or payment source.

"Proceeding" shall mean any action, arbitration, audit, known investigation (including a notice of preliminary investigation or formal investigation), notice of violation, hearing, litigation or suit (whether civil, criminal or administrative), other than the Bankruptcy Cases, commenced, brought, conducted or heard by or before any Governmental Entity, including but not limited to any and all such actions related to restitution or remission in criminal proceedings and civil forfeiture and confiscation proceedings under the Law of any jurisdiction.

"Property Taxes" shall mean all Taxes for (a) Real Property, (b) personal property, and (c) similar ad valorem Taxes.

"Real Property" shall mean any real estate, land, building, structure, improvement or other real property of any kind or nature whatsoever owned, leased or occupied by any Person, and all appurtenant and ancillary rights thereto, including easements, covenants, water rights, sewer rights and utility rights.

"Representative" shall mean, with respect to any Person, such Person's officers, directors, managers, employees, agents, representatives and financing sources (including any investment banker, financial advisor, accountant, legal counsel, consultant, other advisor, agent, representative or expert retained by or acting on behalf of such Person or its Subsidiaries or Affiliates).

"Sale Hearing" shall mean as defined in the Bidding Procedures.

"Sale Order" means the Order (a) approving this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code, and (b) approving and authorizing Sellers to consummate the Transactions, substantially in the form attached hereto as Exhibit B.

"Schedules" shall mean the schedules delivered by Sellers and Buyer concurrently with the execution and delivery of this Agreement, as amended from time to time in accordance with and subject to the terms hereof.

"Successful Bidder" shall mean, if an Auction is conducted, the prevailing party with respect to the Acquired Assets at the conclusion of such Auction.

"Tax" or "Taxes" shall mean any and all taxes, assessments, levies, duties or other governmental charge imposed by any Governmental Entity, including any income, alternative or add-on minimum, accumulated earnings, franchise, capital stock, unclaimed property or escheatment, environmental, profits, windfall profits, gross receipts, sales, use, highway use, fuel, vehicle registration, value added, transfer, registration, stamp, premium, excise, customs duties, severance, Real Property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, withholding, corporation, inheritance, value added, stamp duty reserve, estimated or other tax, assessment, levy, duty (including duties of customs and excise) or other governmental charge of any kind whatsoever, including any payments in lieu of taxes or other similar payments, chargeable by any Tax Authority together with all penalties, interest and additions thereto, whether disputed or not.

"Tax Authority" shall mean any taxing or other authority (whether within or outside the U.S.) competent to impose Tax.

"Tax Return" shall mean any and all returns, declarations, reports, documents, Claims for refund, or information returns, statements or filings which are supplied or required to be supplied to any Tax Authority or any other Person, including any schedule or attachment thereto, and including any amendments thereof.

"Transaction Documents" shall mean this Agreement and any agreement, instrument or other document entered into pursuant to the terms hereof.

"Transactions" shall mean the transactions contemplated by this Agreement, including the purchase and sale of the Acquired Assets as provided for in this Agreement.

"Transfer Tax" or "Transfer Taxes" shall mean any sales, use, transfer, conveyance, documentary transfer, stamp, recording or other similar Tax imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto, but such term shall not include any Tax on, based upon or measured by, the net income, gains or profits from such sale, transfer or assignment of the property or any interest therein.

9.2 **Index of Defined Terms.**

Defined Term	Section
Acquired Assets	1.1
Agreement Date	Introductory

Defined Term	Section
Agreement Dispute	8.8
Assumed Liabilities	1.3
Backup Bidder	5.7(f)
Bankruptcy Cases	Whereas
Bankruptcy Code	Whereas
Bankruptcy Court	Whereas
Buyer	Introductory
Buyer Proration Amount	2.4
Buyer's Allocation	5.4(b)
Cash Payment	2.2
Chosen Courts	8.8
Closing	2.1(a)
Closing Date	2.1(a)
Company	Introductory
Deposit	2.3
Designated Buyer	8.4
Excluded Assets	1.2
Excluded Liabilities	1.4
Leased Premises	6.1(e)
Notices	8.6
Parties	Introductory
Party	Introductory
Petition Date	Whereas
Post-Closing Covenant	8.1
Purchase Price	2.2
Seller	Introductory
Seller Proration Amount	2.4
Sellers	Introductory

9.3 **Interpretation**.

(a) Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(b) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(c) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns.

(d) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(e) All references to "$" and dollars shall be deemed to refer to United States currency.

(f) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedules, and exhibit references are to this Agreement unless otherwise specified. All article, section, paragraph, schedule and exhibit references used in this Agreement are to articles, sections and paragraphs of, and schedules and exhibits to, this Agreement unless otherwise specified.

(g) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(h) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. All references herein to time are references to Detroit time, unless otherwise specified herein.

(i) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(j) A reference to any agreement or document (including a reference to this Agreement) is to the agreement or document as amended or supplemented, except to the extent prohibited by this Agreement or that other agreement or document.

(k) Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Schedule or exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Sellers and Buyer as of the date first above written.

BUYER:

MUSASHI AUTO PARTS MICHIGAN, INC.

By: _____

Name: Frank DeLattre

Title: President

SELLERS:

IM3NY LLC

By: _____
Name: Sheila Sperduti
Title: Authorized Signatory

IMPERIUM3 NEW YORK, INC.

By: _____
Name: Lukasz P. Cianciara
Title: CEO

EXHIBIT A

Acquired Assets

Gelon Anode Coater gn-s750
Gelon Anode Calenar gn-hr-600
Anode slitter gn-750r
Anode density measurement equip.
Gelon Cathode Coater gn-s750
Gelon Cathode Calendar gn-hr-800c
Cathode slitter gn-750r
Cathode density measuring equip.
8 Slurry vessels
Blue M Ovens
Dell laptop Computers, & Presision 5580
Flammable Storage Cabinets
Taylor Floor Scrubbers
Solvent recovery system
Tank farm
Lead Vitality burden carriers
BBEK Rolling Carts
Dust collector
electric forklift in electrolyte dryroom, manual lifts
IT Hardware
assorted carts
scissor lifts
Both Dry room infrastructures
R.O. and DI water systems
280L transfer vessel, lifter, and diaphragm pump
all office furniture, tables, chairs, monitors, kitchen appliances
All mechanical and electrical equipment installed for the dry rooms
such as Munter Dehumidifiers/BryAir/Electrical Switchgear/electrolyte piping

Quality lab equipment

Newware battery testers, 5V/30A, 5V/100A (x2)
Environmental chambers
Optical Inspector Profilometer
B&K Battery Analyzer
Thermotron 8200 BBB display
Dry cabinets
Fluke meters
Metrohom Coulometer
Ohaus Explorer precision balance
Biologic BCS815i cycler

EXHIBIT B

BIDDING PROCEDURES ORDER

EXHIBIT C

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale"), dated as of [•], 2025, is by and among IM3NY, LLC, a Delaware limited liability company (the "Company") and Imperium3 New York, Inc., a New York corporation and each of the Company's Subsidiaries listed on the signature pages hereto (together with the Company, "Sellers" and each, a "Seller") and Musashi Auto Parts Michigan, Inc, a Michigan corporation ("Buyer"). All capitalized terms used but not defined in this Bill of Sale have the meanings assigned to such terms in that certain Asset Purchase Agreement, dated as of [•], 2025, by and among Buyer and Sellers (the "Purchase Agreement").

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

(a) Sellers hereby sells, transfers, assigns, conveys, and otherwise delivers to Buyer all of Seller's right, title, and interest in and to the Acquired Assets, free and clear of any Liens other than Permitted Liens.

(b) Sellers hereby transfers, assigns, conveys, and otherwise delivers to Buyer all of Buyer right, title, and interest in and to the Assigned Contract and Assigned Lease and Assumed Liabilities. Buyer hereby accepts the foregoing assignment and assumes and agrees to satisfy the Assumed Liabilities as provided in the Purchase Agreement.

(c) Notwithstanding anything to the contrary contained in this Bill of Sale, Sellers are not selling, transferring, assigning, conveying, or delivering to Buyer, and Buyer is not acquiring from Seller, any interest in or liabilities relating to the Excluded Assets or Excluded Liabilities.

(d) Sellers covenants with Buyer that Seller will take all such further actions, execute and deliver all such further documents and do all other acts and things as Buyer may reasonably request for the purpose of carrying out the intent of this Bill of Sale.

(e) This Bill of Sale will be governed by and construed in accordance with the laws of the State of Delaware, excluding the choice or conflicts of law rules.

(f) This Bill of Sale has been executed and delivered, and shall be construed, in accordance with the Purchase Agreement.

(g) This Bill of Sale may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument. Signatures of the parties transmitted by facsimile or other electronic transmission may be deemed to be their original signatures for all purposes.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

BUYER:

MUSASHI AUTO PARTS MICHIGAN, INC.

By:_____
Name:
Title:

SELLERS:

IM3NY LLC

By:_____
Name:
Title:

IMPERIUM3 NEW YORK, INC.

By:_____
Name:
Title:

EXHIBIT D

SALE ORDER