

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

In re:

iM3NY LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10131 (BLS)

(Jointly Administered)

Related Docket No. 229

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

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

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

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

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as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors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

IT IS HEREBY ORDERED THAT:

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

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

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

6. The requirements in Bankruptcy Rule 6006 are satisfied.

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

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

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

Dated: May 29th, 2025
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(List of Contracts and Leases)

Contracts and Leases¹

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

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

CONTRACT COUNTERPARTY	DEBTOR	ADDRESS	SUMMARY OF CONTRACT/DESCRIPTION	REJECTION DATE
Envoy, Inc.	iM3NY	410 Townsend St San Francisco, CA 94107	Visitor Sign-In	May 8, 2025
Innovia Consulting, Inc.	Imperium3 New York, Inc.	1062 Oak Forest Dr Suite 300 Onalaska, WI 54650	Dynamic Business Central Premium subscription and consulting agreements	May 8, 2025
Phoenix Endicott Industrial Investors, LLC	Imperium3 New York, Inc.	401 East Kilbourn Ave Suite 201 Milwaukee, WI 53202 Attn: Robert Kriewaldt	Real Estate Lease Agreement, dated as of March 29, 2021, as amended and supplemented, including by that First Lease Amendment to Lease, dated as of September 21, 2021 (the "Manufacturing Lease"); and Lease Agreement, executed as of March 9, 2021 (the "Office Lease," and with the Manufacturing Lease, the "Endicott Leases" ² ;	May 8, 2025
Pure Water Technology of WNY	iM3NY	316 Seneca Street, Suite 100 Buffalo, NY 14204	Rental Agreement; Office Water Tower	May 8, 2025
Rogers Service Group	Imperium3 New York, Inc.	245 Clinton St Binghamton, NY 13905	Document Shredding Proposal and Agreement; Quarterly Service	May 8, 2025
Sharma, Chaitanya	Imperium3 New York, Inc.	[ADDRESS ON FILE]	Services Agreement – Scope of Work for Imperium3 New York, Inc.	May 8, 2025
SRI Fire Sprinkler, LLC	Imperium3 New York, Inc.	1060 Central Ave Albany, NY 12205 Attn: Melissa Boni	Fire Sprinkler Inspection Contract	May 8, 2025
Technical Systems Group Inc.	Imperium3 New York, Inc.	1799 North Clinton Ave Rochester, NY 14621	Standard Commercial Security Agreement; Electronic Security Systems and Door Card Readers	May 8, 2025

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

CONTRACT COUNTERPARTY	DEBTOR	ADDRESS	SUMMARY OF CONTRACT/DESCRIPTION	REJECTION DATE
UKG Inc. (Ultimate Kronos Group)	Imperium3 New York, Inc.	2250 North Commerce Pkwy Weston, FL 33326	HRIS/Payroll Management Program	May 8, 2025
UKG Inc. (Ultimate Kronos Group)	Imperium3 New York, Inc.	2250 North Commerce Pkwy Weston, FL 33326	Time Clock Lease	May 8, 2025
Xerox Eastern Managed Print Network LLC	Imperium3 New York, Inc.	201 Merritt 7 Norwalk, CT 06651	Lease Agreement; Copier Supplies (Toners, Tray Kits, etc.)	May 8, 2025