

HEARING DATE: AUGUST 23, 2022 AT 10:00 A.M. (Eastern Time)
OBJECTION DEADLINE: AUGUST 16, 2022 AT 5:00 P.M. (Eastern Time)

WINDELS MARX LANE & MITTENDORF, LLP
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Counsel to the Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
BUYK CORP.,¹) Case No. 22-10328 (MEW)
)
Debtor.)
_____)

**NOTICE OF TELEPHONIC HEARING ON FIRST OMNIBUS MOTION OF DEBTOR
PURSUANT TO 11 U.S.C. §§ 105(a) AND 365(a) AND FED. R. BANKR. P. 6006 FOR
ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS**

**THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS.
PARTIES RECEIVING THIS OMNIBUS MOTION SHOULD REVIEW IT IN ITS
ENTIRETY TO SEE IF THEIR NAME(S) AND/OR CONTRACT(S) APPEAR IN THE
MOTION AND/OR THE ATTACHED EXHIBITS TO DETERMINE WHETHER THE
RELIEF REQUESTED AFFECTS THEIR CONTRACT(S).**

PLEASE TAKE NOTICE that a telephonic hearing on *First Omnibus Motion of Debtor Pursuant to 11 U.S.C. §§ 105 (a) and 365(a) and Fed. R. Bankr. P. 6006 for Entry of an Order Authorizing Rejection of Certain Executory Contracts* (the “Motion”), will be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004, on **August 23, 2022 at 10:00 A.M. (ET)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that pursuant to General Order M-543, dated March 20, 2020 (Morris, C.J.) (“General Order M-543”), the Hearing will be conducted

¹ The Debtor in this case, along with the last four digits of its federal tax identification number is Buyk Corp. (1477). The principal place of business for the Debtor is 245 East 93rd Street, Ste. 22E, New York, NY 10128.



telephonically. Parties wishing to appear at, or attend, the Hearing must refer to and comply with the Bankruptcy Court's guidelines for telephonic appearances² and make arrangements with Court Solutions LLC by telephone at (917) 746-7476.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and all pleadings and other papers filed in this chapter 11 case may be obtained by (i) accessing the Court's website at www.nysb.uscourts.gov, (ii) accessing the case website at www.kccllc.net/buyk, or (iii) contacting the Office of the Clerk of the Court at One Bowling Green, New York, New York 10004. Note that a PACER password is needed to access documents on the Court's website.

PLEASE TAKE FURTHER NOTICE the Hearing may be continued or adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Motion carefully and discuss it with your attorney, if you have one in connection with the chapter 11 case. (If you do not have an attorney, you may wish to consult with one.)

PLEASE TAKE FURTHER NOTICE that any objections, or other responses shall be filed and served no later than **August 16, 2022 at 5:00 p.m. (ET)**, must be made in writing, state with particularity the grounds therefore, shall conform to the Federal Bankruptcy Rules and the Local Rules of the Bankruptcy Court, include in the upper right hand corner of the caption, the ECF docket number to which the filing relates, and shall be filed with the Bankruptcy Court electronically in accordance with General Order M-399, and served via e-mail upon Windels Marx Lane & Mittendorf, LLP, Counsel to the Debtor, to James M. Sullivan, Esq. at jsullivan@windelsmarx.com together with proof of service thereof.

² The Bankruptcy Court's procedure for telephonic appearances is available at: <http://www.nysb.uscourts.gov/general-orders-and-guidance-created-covid-19>

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing telephonically so long as General Order M-543 is in effect or unless otherwise ordered by the Bankruptcy Court. Failure to appear may result in relief being granted as requested.

PLEASE TAKE FURTHER NOTICE that unless responses are received by that time, the relief may be granted as requested.

Dated: New York, New York
August 4, 2022

WINDELS MARX LANE & MITTENDORF, LLP
Counsel for Buyk Corp.

By: /s/ James M. Sullivan
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HEARING DATE: AUGUST 23, 2022 AT 10:00 A.M. (Eastern Time)
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Attorney Appearing: James M. Sullivan (jsullivan@windelsmarx.com)
Counsel for Debtor and Debtor in Possession Buyk Corp.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
BUYK CORP., ¹)	Case No. 22-10328 (MEW)
)	
Debtor.)	
)	

FIRST OMNIBUS MOTION OF DEBTOR PURSUANT TO 11 U.S.C. §§ 105(a) AND 365(a) AND FED. R. BANKR. P. 6006 FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS

THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS. PARTIES RECEIVING THIS OMNIBUS MOTION SHOULD REVIEW IT IN ITS ENTIRETY TO SEE IF THEIR NAME(S) AND/OR CONTRACT(S) APPEAR IN THE MOTION AND/OR THE ATTACHED EXHIBITS TO DETERMINE WHETHER THE RELIEF REQUESTED AFFECTS THEIR CONTRACT(S).

Buyk Corp. (the “**Debtor**”), as debtor and debtor-in-possession in the above-captioned Chapter 11 case (the “**Chapter 11 Case**”), by and through its undersigned counsel, hereby files this motion (the “**Motion**”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), pursuant to 11 U.S.C. §§ 105(a) and 365(a), Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), (i) approving the Debtor’s rejection of the Rejected Contracts listed and described on the schedule attached to the Order as

¹ The Debtor in this case, along with the last four digits of its federal tax identification number is Buyk Corp. (1477). The principal place of business for the Debtor is 245 East 93rd Street, Ste. 22E, New York, NY 10128.

Exhibit 1 (the “Rejected Contract Schedule”), effective as of the Rejection Effective Date identified in the Rejected Contract Schedule for each Rejected Contract; and (ii) authorizing the Debtor to reject certain executory contracts, which contracts are listed and described on the schedule attached to the Order as **Exhibit 2 (the “Rejectable Contract Schedule”** and the counterparties to both the Rejected Contracts and Rejectable Contracts, the “**Contract Counterparties**”), and respectfully represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction over this 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 Southern District of New York, dated January 31, 2012.

2. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. This is a core proceeding under 28 U.S.C. § 157(b).

4. The statutory bases for the relief requested herein are sections 105(a) and 365(a) of the Bankruptcy Code, as supplemented by Bankruptcy Rule 6006 and Local Rule 6006-1(a).

BACKGROUND

5. On March 17, 2022, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

6. The Debtor is authorized to continue to operate its business and manage its properties as debtor-in-possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

7. Additional details regarding the Debtor and its assets, liabilities, and other operations are set forth in in detail in the *Affidavit of James Walker Pursuant to Local Bankruptcy Rule 1007-2 And In Support of First Day Motions and Applications* (Docket No. 9).

RELIEF REQUESTED

8. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, Bankruptcy Rule 6006, and Local Rule 6006-1, the Debtor respectfully requests the Court (i) approve the Debtor's rejection of the Rejected Contracts identified on the Rejected Contract Schedule attached as Exhibit 1 to the Order (the "**Rejected Contracts**") and (ii) authority to reject those certain executory contracts listed in the Rejectable Contract Schedule² attached to the Order as Exhibit 2 (the "**Rejectable Contracts**").³

9. With respect to the Rejected Contracts, the Debtor has generally determined that the vast majority of its contracts confer no benefits to the Debtor's estate. The Court's approval of the Debtor's rejection of the Rejected Contracts *nunc pro tunc* to the dates identified in Exhibit 1 to the Order is necessary, appropriate, and in the best interest of the Debtor and its Estate as the Debtor seeks only to orderly liquidate its assets and is no longer operating.

10. The contracts listed in the Rejectable Contract Schedule generally constitute the discrete exceptions where the Debtor has determined that such contracts shall remain in force for some limited period post-petition, but for which it now seeks authorization of the Court to reject.⁴

² Both the Rejected Contract Schedule and Rejectable Contract Schedule (together, the "**Schedules**") consist of certain contracts and leases that had been previously identified in the Debtor's Schedule G. (*See* Doc. No. 133, Schedule G.) The Debtor's investigation has revealed that some of the items included in Schedule G (i) may not have been actual contracts or leases, (ii) may have already expired or were terminated pre-petition, or (iii) may have reflected agreements whose terms had been fully performed as of March 17, 2022, (the "**Petition Date**"). The Debtor hereby includes any such contracts and leases in the Schedules, seeking approval to reject or authority to reject such contracts or leases only out of an abundance of caution. Inclusion of such a contract or lease on either of the Schedules attached to the Order approving this motion (discussed below), is in no way an admission that the Debtor was a party to such a contract or that such a contract or lease was an enforceable agreement, and the Debtor reserves all rights with respect to each such contract or lease.

³ The Debtor will make copies of the Contracts available to the Court and parties in interest upon request.

⁴ The Debtor recognizes that as a result of continued negotiation with its non-Debtor counterparties to Rejectable Contracts, the Debtor may determine that it is in the best interests of the Debtor and its estate to defer its decision on whether to assume or reject a contract on the Rejectable Contract Schedule. The procedures set forth in the proposed Order attached as Exhibit A allow the Debtor and Contract Counterparties additional time to negotiate regarding the treatment of the Rejectable Contracts, to the extent

Authority for the Debtor to reject these Rejectable Contracts is necessary, appropriate, and in the best interest of the Debtor and its estate.

THE CONTRACTS

11. The Debtor seeks approval of the rejection of the Rejected Contracts because the vast majority of Debtor's contracts are not necessary to the Debtor's liquidation efforts. Moreover, the Debtor seeks authority to reject the Rejectable Contracts because as Debtor's liquidation efforts proceed, the Rejectable Contracts will no longer be necessary to those efforts. Accordingly, the Debtor seeks: (a) approval to designate the Rejected Contracts as rejected effective as of a date (the "**Rejection Effective Date**") set forth in Schedule 1 to the Order, and (b) authority to designate any of the Rejectable Contracts for rejection as of a Rejection Effective Date set forth in either (i) a notice (the "**Notices of Rejection**") filed by the Debtor with respect to each particular Rejectable Contract which the Debtor rejects, or (ii) an order of this Court following an objection to such a Notice of Rejection.⁵

BASIS FOR RELIEF

12. Section 365(a) of the Bankruptcy Code provides that a debtor-in-possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). "The purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *In re Orion*

such is necessary. If the Debtor decides that it is willing to assume or assume and assign a Rejectable Contract, it will seek appropriate relief from the Court to effectuate such assumption or assumption and assignment.

⁵ Upon such a designation, a Rejectable Contract shall be deemed a Rejected Contract

Pictures Corp., 4 F.3d 1095, 1098 (2d Cir. 1993); *see also In re Ames Dept. Stores, Inc.*, 306 B.R. 43, 51-52 (Bankr. S.D.N.Y. 2004) (“The ability to reject provides the trustee or debtor-in-possession with the means to relieve the estate of the duty to perform on burdensome obligations at the expense of all of the estate’s other creditors, and to avoid the incurrence of additional administrative expenses which lack a corresponding benefit to the estate.”); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992).

13. The standard applied to determine whether the rejection of an executory contract or unexpired lease should be authorized is the “business judgment” standard. *See COR Route 5 Co., LLC v. The Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d 373, 383 (2d Cir. 2008); *In re Old Carco LLC*, 470 B.R. 688, 703 (S.D.N.Y. 2012).

14. Courts defer to a debtor’s business judgment in rejecting an executory contract, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco*, 465 U.S. at 52 (recognizing the “business judgment standard used to authorize rejection of executory contracts); *Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the “business judgment” standard used to approve rejection of executory contracts); *In re Minges*, 603 F.2d 38, 43 (2d Cir. 1979) (holding that the “business judgment” test is appropriate for determining when an executory contract can be rejected); *In re Balco Equities, Ltd., Inc.*, 323 B.R. 85, 98 (Bankr. S.D.N.Y. 2005) (“A court should defer to a debtor’s decision that rejection of a contract would be advantageous.”).

15. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Balco Equities Ltd., Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the

most part must only determine that the rejection will likely benefit the estate.”) (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff’d* 187 B.R. 111 (S.D.N.Y. 1995)); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will benefit the estate.’”) (citation omitted). Further, under the business judgment standard “a debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of ‘bad faith, or whim or caprice.’” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (citation omitted).

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

17. The Debtor is no longer operating and is in the process of liquidating its assets. The Rejected Contracts are no longer necessary or required for the Debtor’s liquidation and represent liabilities to the estate. In the Debtor’s business judgment, it would be detrimental to its estate for the Debtor to continue to perform under the Rejected Contracts.

18. The Rejectable Contracts are limited exceptions where continued performance has or may have had some value to the estate but, as the Debtor’s liquidation efforts progress, are unlikely to be necessary or required for the Debtor’s liquidation and will represent liabilities to the estate that the Debtor seeks to minimize via the filing of this Motion. Granting the Debtor authority

to reject the Rejectable Contracts at a later date will provide the Debtor and those Contract Counterparties additional time to negotiate regarding the treatment of each of those contracts.

19. Upon rejection, the Rejected Contracts shall no longer be necessary for, or beneficial to, the Debtor's business and create unnecessary and burdensome expenses for the Debtor's estate. Rejecting the Rejected Contracts will maximize the value of the Debtor's estate by ridding the Debtor of the burdens imposed by the Rejected Contracts. Absent rejection, the Rejected Contracts will impose obligations on the Debtor and its estate that constitute an unnecessary drain on the Debtor's resources. The Debtor has thus determined that rejection of the Rejected Contracts is in the best interests of its estate and creditors. Accordingly, to avoid incurring unnecessary administrative expense claims with respect to the Rejected Contracts, the Debtor seeks approval of its rejection of the Rejected Contracts on Exhibit 1 to the Order effective as of the dates listed therein. Moreover, with respect to the Rejectable Contracts, the Debtor seeks authority to reject the Rejectable Contracts set forth on Exhibit 2 to the Order, the Rejectable Contract Schedule.

20. The decision to reject the Rejected Contracts therefore satisfies the business judgment rule, as this rejection is necessary to reduce the administrative costs to the estate and maximize the return available to the Debtor's unsecured creditors. The Debtor respectfully represents that rejecting the Rejected Contracts is appropriate under the circumstances and reflects the Debtor's sound business judgment.

21. In view of the foregoing, the Debtor respectfully requests that the Court approve Debtor's rejection of the Rejected Contracts and grant it authority to reject the Rejectable Contracts, effective as of each contract's Rejection Effective Date, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code in the manner requested herein.

BANKRUPTCY RULE 6006 IS SATISFIED

22. Bankruptcy Rule 6006(a) provides that a “proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014.” Fed. R. Bankr. P. 6006(a). In turn, Bankruptcy Rule 9014 states that “[i]n a contested matter . . . not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought.” Fed. R. Bankr. P. 9014(a).

23. Bankruptcy Rule 6006(e) allows a debtor to consolidate, in a single motion, requests for the authority to reject multiple executory contracts or unexpired leases that are among different parties, subject to Bankruptcy Rule 6006(f). See Fed. R. Bankr. P. 6006(e). Bankruptcy Rule 6006(f) requires, in part, that such omnibus motion must: (i) “state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion”; (ii) “list parties alphabetically and identify the corresponding contract or lease”; (iii) “be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases”; and (iv) “be limited to no more than 100 executory contracts or unexpired leases.” Fed. R. Bankr. P. 6006(f).

24. Here, the Debtor has provided notice to the Contract Counterparties to the Rejected Contracts and Rejectable Contracts such that they can take appropriate action. Additionally, this Motion provides conspicuous notice that the parties receiving the Motion should locate their names and agreements, includes the Contract Counterparties to both the Rejected Contracts and Rejectable Contracts in alphabetical order, and identifies the contracts rejected or to be rejected. This Motion and the notice provided to the Contract Counterparties and other parties in interest are thus sufficient under Bankruptcy Rule 6006. To the extent the Motion does not comply with Bankruptcy Rule 6006, the Debtor respectfully requests a waiver.

25. In view of the foregoing, the Debtor respectfully requests that the Court approve the Debtor's rejection of the Rejected Contracts and grant it authority to reject the Rejectable Contracts pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006 in the manner requested herein.

MOTION PRACTICE

26. This Motion includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Motion. Accordingly, the Debtor submits that this Motion satisfies Local Rule 9013-1(a).

RESERVATION OF RIGHTS

27. Nothing contained in this Motion or any actions taken by the Debtor pursuant to relief granted is intended or should be construed as: (i) an admission as to the validity of any claim against the Debtor; (ii) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law; (iii) a waiver by the Debtor of its right to dispute the amount of, basis for, or validity of any claim, including, but not limited to, any rejection damages claim; (iv) a waiver by the Debtor of its right to dispute or assert that any of the Rejected Contracts or Rejectable Contracts were breached by counterparties thereto and/or terminated prior to the entry of the Order; (v) a waiver or limitation of the Debtor's right to assert at a later date that the Rejected Contracts or Rejectable Contracts are not executory contracts or unexpired leases; or (vi) a concession or evidence that any of the Rejected Contracts or Rejectable Contracts have not expired, been terminated, or otherwise currently is not in full force and effect.

NOTICE

28. The Debtor has caused a copy of this Motion to be served upon (i) the Office of the U.S. Trustee; (ii) the holders of the 20 largest unsecured claims against the Debtor; (iii) Legalist DIP Fund I, LLP, the Debtor's pre-petition lender; (iv) the counterparties to the Rejected Contracts and Rejectable Contracts, and (v) those persons who have formally appeared in the Chapter 11 Case and requested service pursuant to Bankruptcy Rule 2002; and (vi) all applicable government agencies to the extent required by the Bankruptcy Rules and the Local Rules. The Debtor submits that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

NO PRIOR REQUEST

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

WHEREFORE, the Debtor respectfully requests entry of an order in substantially the form attached hereto as **Exhibit A** (i) approving the Debtor's rejection of the Rejected Contracts described on Exhibit 1 to the Order effective as of the Rejection Effective Dates described therein; (ii) authorizing the Debtor to reject the Rejectable Contracts described on the Rejectable Contract Schedule described on Exhibit 2 to the Order; and (iii) granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 4, 2022

WINDELS MARX LANE & MITTENDORF, LLP
Counsel for Buyk Corp.

By: /s/ James M. Sullivan
James M. Sullivan (jsullivan@windelsmarx.com)
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
BUYK CORP., ¹)	Case No. 22-10328 (MEW)
)	
Debtor.)	
)	

**ORDER GRANTING FIRST OMNIBUS MOTION OF DEBTOR PURSUANT
TO 11 U.S.C. §§ 105(a) AND 365(a) AND FED. R. BANKR. P. 6006
AUTHORIZING REJECTION OF CERTAIN EXECUTORY CONTRACTS**

Upon the first omnibus motion (the “Motion”)² [ECF No. ___] of Buyk Corp. (the “Debtor”), as debtor and debtor-in-possession in the above captioned chapter 11 case (the “Chapter 11 Case”), for entry of an Order (i) approving the Debtor’s rejection of the Rejected Contracts listed on the Rejected Contract Schedule attached to the Order as Exhibit 1, (ii) authorizing the Debtor to reject the Rejectable Contracts listed on the Rejectable Contract Schedule attached to the Motion as Exhibit B, pursuant to 11 U.S.C. §§ 105(a) and 365(a) Bankruptcy Rule 6006, and Rules 6006-1 and 9006-1(b) of the Local Rules; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, dated January 31, 2012; and this proceeding being a core proceeding pursuant to 28 U.S.C. 157(b)(2); and it appearing that notice of the Motion as set forth therein is sufficient under the circumstances, and that no other or further notice need be provided; and it further appearing that the relief requested in the Motion is in the best interests of the Debtor’s estate, creditors, and other parties-in-interest; and upon all of the proceedings had before the Court; and after due deliberation and cause appearing;

¹ The Debtor in this case, along with the last four digits of its federal tax identification number is Buyk Corp. (1477). The principal place of business for the Debtor is 245 East 93rd Street, Ste. 22E, New York, NY 10128.

² All capitalized terms not defined herein shall have the definitions set forth in the Motion.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent provided for herein.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtor's rejection of the Rejected Contracts listed and described on the schedule attached to this Order as Exhibit 1, effective as of the Rejection Effective Date for each Rejected Contract, is approved.
3. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, and in order to provide the Debtor and non-Debtor counterparties additional time to negotiate regarding the treatment of each of the contracts listed in the Rejectable Contracts Schedule attached to this Order as Exhibit 2, the Debtor shall be authorized to reject any of the contracts listed and described on said exhibit by filing a notice of said rejection with the Court upon notice to the affected non-Debtor counterparty. Said notice shall set forth the proposed effective date of said rejection and may contain other terms relating to such rejection as may be agreed to by the parties to the Rejected Contract. If an impacted non-Debtor counterparty disagrees with the effective date of the rejection or the other terms specified in the notice, it may file an objection within seven (7) days of receiving such notice. Any timely filed objection regarding the effective date of the rejection or other terms specified in, or omitted from, the notice shall be resolved by the Court upon request for a hearing. Failure to object within the seven-day period specified for the filing of an objection pursuant to this paragraph 3 shall constitute a waiver of the right to later object to the proposed effective date of the rejection or the other terms specified in the notice. An impacted non-Debtor counterparty will also be deemed to have waived its right to object to a notice filed pursuant to this paragraph if the non-Debtor counterparty or its attorney has countersigned the notice filed by the Debtor.

4. Each non-Debtor counterparty to a Rejected Contract shall have until the latter of (a) the general claims bar deadline, and (b) thirty (30) days following (i) if unopposed, the date of notice of rejection of the Rejected Contract; or (ii) entry of an order adjudicating the Rejected Contract, to file a claim for any damages arising out of or related to a Rejected Contract.

5. The rejection of a Rejected Contract under this Order shall not be deemed as a finding of the Court or an admission by the Debtor that Rejected Contract governed by this Order is valid, unexpired, or enforceable, or that the non-Debtor counterparty under any such Rejected Contract is entitled to any damages as a result of entry of either this Order or a subsequent order of this Court adjudicating the terms of a contract rejection with respect to a Rejected Contract.

6. The Debtor is authorized to take any additional actions as are necessary or appropriate to implement and effectuate the rejections approved hereby.

7. The Motion satisfies Bankruptcy Rules 2002, 6006 and 9014.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
August __, 2022

PROPOSED

HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

COUNTERPARTY	CONTRACT INFORMATION	Rejection date
1Password	Password manager license	3/17/2022
1WorldSync, Inc.	1WORLDSYNCOMNI-CHANNELCONTRACT: AMENDMENT TO 1WORLDSYNC OMNI-CHANNEL CONTRACT; Global Data Synchronization Network (GDSN) services	3/17/2022
86 Food Service, LLC (Dearborn)	Grocery vendor	3/17/2022
a.point.design, inc. (Richard S. Boccelli Jr.)	Licensed architect (Boston)	3/17/2022
Abraham Natural Foods Corp	Grocery vendor	3/17/2022
Acme Smoked Fish Corp	Grocery vendor	3/17/2022
Active Learning, LLC	Contract No. SC 20211021 of Oct 21, 2021; Additional Agreement #1 of Oct 21, 2021; Additional Agreement #2 of Oct 21, 2021; Additional Agreement #3; Data Processing Agreement of Oct 21, 2022; Skill Cup Training Service + Tech support	3/17/2022
ACTON Inc.	Terms and Conditions; Shipping & Handling (bicycles)	3/17/2022
Adjust, Inc	Order Form; Mobile Marketing Tools Product: Attribution Business Pro	3/17/2022
Adobe	License	3/17/2022
ADTECHLABS INC	Master Services Agreement; OOH media advertising	3/17/2022
Adyen N.V.	Payment Processing Services	3/17/2022
Airbrake	Frictionless Error Monitoring and Application Performance Management for an app	3/17/2022
Aja Campbell	Model Agreement; a model for video & photo production	3/17/2022
Alpha Baking Co, Inc.	Grocery vendor	3/17/2022
ALPHA BEV	Grocery vendor	3/17/2022
ALT TERRAIN, LLC,	Professional Marketing Services Agreement; Promo activation (street team) in New York City/ Queens areas Period: 5 days/ (in a week Oct 26-31)	3/17/2022
American Mariculture Inc. DBA Sun Shrimp	Grocery vendor	3/17/2022
Amrita Mehta	Services Agreement; a makeup artist	3/17/2022
Amy Kate	Master Services Agreement; makeup artist services	3/17/2022
Amy Kate	Services Agreement; a model for video & photo production and as a makeup artist	3/17/2022
Andres Gonzalez	Model Agreement; a model for video & photo production	3/17/2022
Andres Sebastian Cordova	Master Services Agreement; Photography & production services	3/17/2022
Anthony Marano Co	Grocery vendor	3/17/2022

COUNTERPARTY	CONTRACT INFORMATION	Rejection date
AnyDesk Software GmbH	Software used to remotely connect to other person's devices to help with technical issues	3/17/2022
Apple Dev Enterprise	The Apple Developer Enterprise Program for development of proprietary, internal-use apps	3/17/2022
AppleOne Employment Services	DIRECT HIRE SERVICES AGREEMENT; HR services: to locate, refer, and/or present to Buyk candidate(s) for employment positions with Buyk	3/17/2022
Arsen Dumikyan	Service Contract; Management services	3/31/2022
ASA beverages LLC	Grocery vendor	3/17/2022
Atlassian	Jira Software, Confluence	3/17/2022
Awara IT Consulting, LLC	AGREEMENT No. AITS-21-24312; IT services, Consulting services and modification of Microsoft Dynamics 365 Business Central	3/17/2022
AZ Metro Distributors, LLC	Grocery vendor	3/17/2022
Baldor Specialty Foods Inc	Grocery vendor	3/17/2022
Balthazar Bakery	Grocery vendor	3/17/2022
Banner Wholesale Inc. Corp.	Grocery vendor	3/17/2022
Beam Bike Corp.	JOCO-BUYK AGREEMENT; lease of electric bicycles	3/17/2022
BestPlace LLC	Geoanalytical data service	3/17/2022
Big Geyser INC	Grocery vendor	3/17/2022
Bimmys LLC	Grocery vendor	3/17/2022
BLN* Monday .Com	Visual productivity and project management tool	3/17/2022
Bluetriton Brands Inc.	Grocery vendor	3/17/2022
Brackin Schwartz	Engagement letter; Zoning, Alcohol Licensing in Texas	3/17/2022
Bread Alone Bakery	Grocery vendor	3/17/2022
Buyk, LLC	Software Development Agreement; Software development	3/17/2022
C & J BEV	Grocery vendor	3/17/2022
Calendly	Appointment scheduling and time management program	3/17/2022
Choo & Company, Inc.	Licensed architect (Boston)	3/17/2022
Clara De Lima	Model Agreement; a model for video & photo production	3/17/2022
Cloudflare	Content delivery network and DDoS mitigation services	3/17/2022
Coblentz Patch Duffy & Bass LLP	Legal services; Zoning in CA	3/17/2022
Colleen M. Parra	Model Agreement; a model for video & photo production	3/17/2022
Cool River Beverages, LLC	Grocery vendor	3/17/2022
CORFU FOODS , INC.	Grocery vendor	3/17/2022
Crisbelly Contreras	Model Agreement; a model for video & photo production	3/17/2022
D'Artagnan, LLC	Grocery vendor	3/17/2022

COUNTERPARTY	CONTRACT INFORMATION	Rejection date
Devolution Solutions	Professional Marketing Services Agreement; Street teams, marketing services, consultations uniform production	3/17/2022
DFA Dairy Brands Corporate, LLC	Grocery vendor	3/17/2022
DIRECT STAR, LLC	Agreement № 2021-02; complex informational services for client	3/17/2022
Downtown Beverages Inc	Grocery vendor	3/17/2022
Drago + Toscano, LLP	LEGAL SERVICES AGREEMENT; Consulting/governmental relations and legal services (Massachusetts)	3/17/2022
E&M Ice Cream Inc.	Grocery vendor	3/17/2022
Easy Access Pros	Construction works (NYC)	3/17/2022
Ecomeal Organic	Grocery vendor	3/17/2022
EM Advisors America LLC	Contract; communications strategy and PR	3/17/2022
Factory 360, Inc.	Master Services Agreement + Statement of Work of Oct 19, 2021 ; Promo activation (street team) in Brooklyn area Period: 6 days/ Oct 26-31	3/17/2022
Fancy Foods Inc	Grocery vendor	3/17/2022
Felix Castro (Michael Perez)	Model Agreement; a model for video & photo production	3/17/2022
Fiducia LLC	LEGAL SERVICES AGREEMENT; legal services	3/17/2022
Figma	A web-based graphics editing and user interface design app	3/17/2022
Fisher Electrical Contracting LLC	Licensed electrical contractor	3/17/2022
Food Rescue US	FOOD DONATION AGREEMENT; Facilitation of donation of the Goods by Buyk	3/17/2022
Fortune International, LLC	Grocery vendor	3/17/2022
Frank M. Gargiulo & Son, Inc.	Grocery vendor	3/17/2022
Frankie Leroux	Master Services Agreement; video & production services (videography services)	3/17/2022
FS *Capture One	Photo editing software	3/17/2022
Gate Worldwide LLC	master services agreement + Appendix 1 - Scope of Work; Planning, placement and purchase of TV advertising on approved budget; Negotiations with all media, vendors or suppliers for advertising materials; Traffic all materials to media, vendors and suppliers; Post campaign analysis	3/17/2022
George Lattas	Leases (Chicago)	3/17/2022
Georges & Synowiecki, Ltd.	Zoning and Licensing in Chicago	3/17/2022
GFI Midwest LLC	Grocery vendor	3/17/2022

COUNTERPARTY	CONTRACT INFORMATION	Rejection date
GKN Consulting	BUYK CORP. CONSULTING SERVICES AGREEMENT; Business and management advice in regard to purchasing of goods, contracting with suppliers	3/17/2022
Goya Foods, Inc.	Grocery vendor	3/17/2022
Great Lakes Coca-Cola	Grocery vendor	3/17/2022
Greenberg Traurig	Land use, zoning - NYC, Miami, CA	3/17/2022
Grubhub Holding, Inc	GRUBHUB ENTERPRISE AGREEMENT; Commission agreement (Digital Ordering, Food Delivery, Restaurant Loyalty, POS Integration)	3/17/2022

COUNTERPARTY	CONTRACT INFORMATION	Rejection date
Alliant Insurance Services, Inc.	PREMIUM FINANCE AGREEMENT; grants and assigns FIRST Insurance Funding, A Division of Lake Forest Bank & Trust Company, a first priority lien on and security interest in the financed policies and any additional premium required under the financed policies listed in the Schedule of Policies	N/A
AmTrust/Technology Insurance Company	Workers Compensation Policy; Workers Compensation Insurance	N/A
Avalara	Tax compliance software and automated solutions	N/A
Cincinnati Insurance Company	Cyber Insurance Policy; Employment practices, Cyber Risk, Workplace violence insurance, Property Insurance	N/A
COLONY INSURANCE COMPANY	Excess Liability Policy; Excess Liability Insurance	N/A
CSC	Corporate registrations	N/A
Dinamo GmbH	License + ADDITIONAL AGREEMENT; AMENDMENT TO LICENSE AGREEMENT; License to use a font "Ginto Nord Bold Italic"	N/A
Google	Software	N/A
Liberty Surplus Insurance	General Liability Policy; General Liability Insurance	N/A
Pangram Pangram	END USER LICENCE AGREEMENT + Invoices; Licenses to use the Right Grotesk font	N/A
Paylocity	HR and online payroll pservices	N/A
The Guardian Life Insurance Company of America	Planholder; Employment insurance	N/A
UnitedHealthcare Oxford	Planholder; Employment insurance	N/A
Zoho	License for Zoho CRM	N/A
Zoho Books	License for Zoho Books	N/A