IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
VYAIRE MEDICAL, INC., *et al.*,[1]	)	Case No. 24-11217 (BLS)
Debtors.	)	(Joint Administration Requested)
	)	**Re: Docket Nos. 12, 35, & 45**

NOTICE OF FILING OF REDACTED DIP FEE LETTERS

PLEASE TAKE NOTICE that, on June 10, 2024, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 12] (the ("DIP Motion").[2] The DIP Motion references various fee letters by and between the DIP Borrowers and the DIP Agent, regarding fees in connection with the DIP Facility (the "Fee Letters").

PLEASE TAKE FURTHER NOTICE that, on June 10, 2024, the Debtors filed the Fee Letters under seal at Docket No. 35 and filed the *Motion of Debtors for Entry of an Order*

[1] The last four digits of Debtor Vyaire medical, Inc.'s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor's federal tax identification number may be obtained on the website of the Debtors' proposed claims and noticing agent at https://omniagentsolutions.com/Vyaire. The location of Debtor Vyaire Medical, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the DIP Motion.

Authorizing the Debtors to File Under Seal the Fee Letters Related to the DIP Facility [Docket No. 45] (the "Motion to Seal").

PLEASE TAKE FURTHER NOTICE that, attached hereto as **Exhibit A**, is the proposed redacted versions of the Fee Letters referenced in the Motion to Seal.

Dated: June 10, 2024
Wilmington, Delaware

/s/ Patrick J. Reilley
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- and -

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Redacted Fee Letters

*Subject to additional internal approvals. Non-binding/For Discussion Purposes Only.

Jefferies Capital Services, LLC
520 Madison Avenue
New York, NY 10022

June [ ], 2024

Jefferies Fee Letter

Vyaire Medical, Inc.,
in its capacity as Borrower
under the Credit Agreement (as defined below)

Vyaire Finance B.V.,
in its capacity as Borrower
under the Credit Agreement (as defined below)

Attn: Rachel Lisenby; rachel.lisenby@vyaire.com with a copy to legalresources@vyaire.com

Ladies and Gentlemen:

Reference is made to the Senior Secured Superpriority Debtor-In-Possession Credit Agreement (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement")is entered into as of June [], 2024, among Vyaire Company, a Delaware corporation ("Holdings"), Vyaire Medical, Inc. (the "U.S. Borrower"), Vyaire Finance B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with its statutory seat in Amersfoort, the Netherlands, registered with the Dutch trade register under number 71190244 and Wholly-Owned Subsidiary of the U.S. Borrower (the "Dutch Borrower", and together with the U.S. Borrower, the "Borrower" or "you"), Wilmington Savings Fund Society, FSB ("WSFS"), as Administrative Agent (the "Administrative Agent") and Collateral Agent, and the Lenders from time to time party thereto. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement.

Jefferies Capital Services, LLC ("Jefferies") agrees to use its commercially reasonable efforts to front $45,000,000.00 of DIP Term Loans under the Credit Agreement on the Closing Date (the "Fronted Amount"), on behalf of the entities (including with respect to any sub-fund or affiliate allocations by such entities) (each, an "Assignee") and in the corresponding amounts set forth in that certain Master Consent to Assignment (which may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), dated as of the date hereof, among the Borrower, the Administrative Agent and Jefferies. As consideration for the agreement of Jefferies set forth in the immediately preceding sentence, the Borrower hereby agrees to pay or cause to be paid to Jefferies, for its own account, a fronting fee (the "Fronting Fee") in an amount [redacted]

You shall pay the Fronting Fee by wire transfer to the following account in accordance with the following wire transfer instructions:

[redacted] [redacted]

[redacted]

In addition to the foregoing, you agree to pay or reimburse Jefferies and its affiliates for all reasonable and documented costs and incurred expenses (including, but not limited to, all reasonable and documented fees, expenses and disbursements of counsel) and to indemnify Jefferies and its affiliates for any and all losses, claims, damages, liabilities and related expenses (including, but not limited to, reasonable and documented fees and expenses of counsel), in each case in connection with the preparation, diligence, execution and delivery of this Jefferies Fee Letter and the fronting and subsequent assignment by Jefferies of DIP Term Loans as provided herein. All provisions of the Credit Agreement providing for indemnities for the benefit of the Lenders shall apply to any and all losses, claims, damages, liabilities and related expenses (including reasonable and documented fees and out-of-pocket expenses of a single law firm counsel, at a time) of Jefferies arising in connection with the transactions contemplated hereby, subject to the limitations set forth in the Credit Agreement. All amounts due under this paragraph shall be paid within ten (10) Business Days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail.

Furthermore, you agree to cover any assignment costs charged by the Agent (to the extent not waived by the Agent) pursuant to the Credit Agreement in connection with any assignment of DIP Term Loans by Jefferies (or its affiliates) to each Assignee.

You agree that the Fronting Fee shall be deemed fully earned when required to be paid hereunder and, once paid, the Fronting Fee or any part thereof payable hereunder shall not be refundable under any circumstances. The Fronting Fee shall be paid in U.S. dollars and in immediately available funds. Your obligation to pay the Fronting Fee will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute you may have.

This Jefferies Fee Letter is delivered to you on the understanding that neither this Jefferies Fee Letter nor any of its terms or substance shall be (subject to the next sentence) disclosed by you without Jefferies' prior written consent, directly or indirectly, to any other person except (a) your officers, directors, employees, affiliates, members, partners, stockholders, attorneys, accountants, agents and advisors, in each case on a confidential and need-to-know basis, (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental, regulatory or self-regulatory authority (in which case you agree, to the extent practicable and permitted by law, to inform us promptly in advance thereof), (c) in connection with the exercise of any remedies hereunder or under the Credit Agreement or the enforcement of rights hereunder and thereunder and (d) to the extent this Jefferies Fee Letter or the terms hereof become publicly available other than as a result of a breach of this paragraph. You may also disclose the aggregate amount of fees payable under this Jefferies Fee Letter as part of a generic disclosure regarding sources and uses in connection with any customary disclosure regarding the Credit Agreement and in any public filing related to the Credit Agreement or in connection with any public filing requirement (but, in each case, without disclosing any specific fees set forth herein). The confidentiality provisions contained herein shall remain in full force and effect notwithstanding the termination of this Jefferies Fee Letter.

This Jefferies Fee Letter may not be amended or waived except by an instrument in writing signed by Jefferies and you. This Jefferies Fee Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to its conflict of laws principles that would require the application of any other law and (to the extent applicable) the Bankruptcy Code. This Jefferies Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Jefferies Fee Letter by telecopier, facsimile, email or other electronic transmission (e.g., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof.

WILMINGTON SAVINGS FUND SOCIETY, FSB
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801

June [ ], 2024

Senior Secured Superpriority Debtor-in-Possession Credit Agreement
Fee Letter

Vyaire Medical, Inc.
Attention: Rachel Lisenby
26125 N. Riverwoods Blvd.
Mettawa, IL 60045
Email: rachel.lisenby@vyaire.com with a copy to legalresources@vyaire.com

Ladies and Gentlemen,

Reference is made to that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of June [ ], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Vyaire Company, a Delaware corporation ("Holdings"), Vyaire Medical, Inc. (the "U.S. Borrower"), Vyaire Finance B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, with its statutory seat in Amersfoort, the Netherlands, registered with the Dutch trade register under number 71190244 and Wholly-Owned Subsidiary of the U.S. Borrower (the "Dutch Borrower", together with the U.S. Borrower, the "Borrowers"), the Lenders party thereto from time to time, and Wilmington Savings Fund Society, FSB ("WSFS"), as Administrative Agent and Collateral Agent (in such capacities, together, the "Agent"). Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement. This letter agreement is the "Administrative Agent Fee Letter" as defined in the Credit Agreement (hereinafter, the "Fee Letter").

As consideration for WSFS's agreement to serve as the Agent in connection with the Credit Agreement, the Borrowers agree to pay (or cause to be paid) to WSFS the following fees:

(i) a per annum loan administration fee ("Annual Fee") in the amount of $[redacted]. The Annual Fee encompasses our day-to-day duties and responsibilities in acting as Agent, including, without limitation, maintenance of the loan register records and files, processing assignments, establishment of cash accounts, distribution of documentation, statements, or notices under the Credit Agreement, communication with lender group members (other than quarterly lender calls or similar lender group calls), communication with other parties-in-interest on behalf of the lender group, and collateral safe-keeping and management. The Annual Fee shall be due and payable by the Borrowers in advance, to WSFS annually commencing on the date hereof and continuing on each anniversary of the date hereof until all Commitments are terminated and payment in full of all amounts owing under the Loan Documents (other than indemnification and reimbursement obligations for which no claim or demand for payment, whether oral or written, has been made at such time); and

(ii) if and to the extent services other than those customarily covered by our Annual Fee are required, additional fees will be charged at a [redacted] (collectively, the "Hourly Charges" and, together with Annual Fee, the "WSFS Fees"). Situations not covered by our Annual Fee include, without limitation, preparation for and participation in any depositions, time spent attending hearings in connection with restructurings, assisting the Borrowers with solicitations, and coordinating any Lender meetings and/or conference calls at the Borrowers' request. To the extent reasonably practicable, WSFS will provide prior notice to the Borrowers when services subject to Hourly Charges are to be performed.

WSFS shall be reimbursed for its out-of-pocket costs and expenses as set forth in Section 9.07 of the Credit Agreement. For the avoidance of doubt, such out-of-pocket costs and expenses include, but are not limited to, fees or expenses charged to WSFS by (i) vendors (*e.g.*, Intralinks) in connection with maintaining a data room for Lenders (the "Data Room"), and (ii) vendors in connection with facilitating quarterly lender calls or similar lender group calls. For the avoidance of doubt, neither the Loan Parties nor any of their non-Lender affiliates shall have access to the Data Room.

The WSFS Fees shall be paid in Dollars and in immediately available funds. The Borrowers hereby agrees that, once paid, the WSFS Fees or any part thereof shall be fully earned and will not be refundable under any circumstances. The WSFS Fees shall not be subject to reduction by way of setoff or counterclaim without limiting any provisions of the Loan Documents regarding fees, costs and expenses of the Agent for which the Loan Parties are responsible to reimburse the Agent.

This Fee Letter may not be amended or waived except by an instrument in writing signed by WSFS and the Borrowers.

Failure of any party to enforce any of the provisions hereof shall not be construed as a waiver of such provisions or of the right thereafter to enforce such provisions. If any provisions of this letter agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

THIS FEE LETTER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND, AS MAY BE APPLICABLE, CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE.

Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and to the extent the Bankruptcy Court does not have (or abstains from exercising) jurisdiction, the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Fee Letter, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Fee Letter shall affect any right that the Agent may otherwise have to bring any action or proceeding relating to this Fee Letter the Borrowers or their respective properties in the courts of any jurisdiction.

Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Fee Letter in any court referred to in Section 10.14 of the Credit Agreement. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

This Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Fee Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This Fee Letter shall be binding on and shall inure to the benefit of the Agent and the Borrowers and their respective successors and permitted assigns.

This Fee Letter is delivered to you on the understanding that neither this Fee Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) you, your affiliates and your and your affiliates' officers, directors, employees, affiliates, members, partners, stockholders, attorneys, accountants, agents and advisors, in each case on a confidential and need-to-know basis, (b) in any legal, judicial or administrative proceeding or as otherwise required by law or regulation or as requested by a governmental authority (in which case you agree, to the extent permitted by law, regulation and such proceeding (if applicable), to inform us promptly in advance thereof (if practicable and permitted by such applicable law, regulation or proceeding) and the parties agree to take commercially reasonable actions as shall be necessary to prevent, if practicable, the terms of this Fee Letter from becoming publicly available, (c) as a general disclosure on a funds flow and (d) to any rating agency.