

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

In re:	)	
	)	Chapter 11
VYAIRE MEDICAL, INC., <i>et al.</i> , ¹	)	Case No. 24-11217 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	

**FIRST SUPPLEMENTAL NOTICE TO
CONTRACT PARTIES OF POTENTIALLY ASSUMED
AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that on July 11, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I) Approving Bidding Procedures in Connection With the Sale of Substantially All of the Debtors’ Assets, (II) Authorizing the Debtors to Enter Into a Stalking Horse Agreement and Provide Bid Protections, (III) Approving the Form and Manner of Notice Thereof, (IV) Scheduling an Auction and Sale Hearing, (V) Approving Procedures for the Assumption and Assignment of Contracts, (VI) Approving the Sale of the Debtors’ Assets Free and Clear, and (VII) Granting Related Relief* [Docket No. 249] (the “Bidding Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that on July 11, 2024, the Debtors filed the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 256] (the “Initial Potentially Assumed and Assigned Contracts Notice”), which included a list of Potentially Assumed and Assigned Contracts attached thereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the approved contract designation process, the Debtors hereby file and provide notice

¹ The last four digits of Debtor Vyair 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’ claims and noticing agent at <https://omniagentsolutions.com/Vyair>. The location of Debtor Vyair 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 All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order and the Initial Potentially Assumed and Assigned Contracts Notice, as applicable.

of supplemental changes made to the Initial Potentially Assumed and Assigned Contracts Notice, as reflected in **Exhibit A** attached hereto.

PLEASE TAKE FURTHER NOTICE that the Potentially Assumed and Assigned Contracts set forth on **Exhibit A** hereto reflect certain (a) additions of newly discovered agreements (the “New Potentially Assumed and Assigned Contracts”) and (b) modifications to the Initial Potentially Assumed and Assigned Contracts Notice in connection with certain Potentially Assumed and Assigned Contracts (the “Revised Potentially Assumed and Assigned Contracts”).

PLEASE TAKE FURTHER NOTICE that the Initial Potentially Assumed and Assigned Contracts Notice is hereby amended to include the New Potentially Assumed and Assigned Contracts and to reflect the other modifications set forth in **Exhibit A** in connection with the Revised Potentially Assumed and Assigned Contracts.

PLEASE TAKE FURTHER NOTICE that pursuant to the Bidding Procedures Order, the Debtors **may** assume and assign to the Successful Bidders the New Potentially Assumed and Assigned Contracts and the Revised Potentially Assumed and Assigned Contracts listed on **Exhibit A** hereto to which you are a counterparty, upon the closing of the Sale Transactions. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Potentially Assumed and Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Amounts”).

PLEASE TAKE FURTHER NOTICE that if you are a counterparty to a New Potentially Assumed and Assigned Contract and disagree with the proposed Cure Amounts, object to a proposed assignment to a Successful Bidder of any such contract, or object to the ability of a Successful Bidder to provide adequate assurance of future performance with respect to any such contract, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received by the later of (a) September 6, 2024 or (b) the date that is 14 calendar days after service of this notice (the “Supplemental New Contract Objection Deadline”)** by the Court and the following parties: (i) co-counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Chris Ceresa (chris.ceresa@kirkland.com), and Tiffani Chanroo (tiffani.chanroo@kirkland.com), and Kirkland & Ellis LLP, 333 West Wolf Point Plaza, Chicago, Illinois 60654, Attn.: Spencer A. Winters, P.C. (spencer.winters@kirkland.com) and Yusuf U. Salloum (yusuf.salloum@kirkland.com); (ii) co-counsel to the Debtors, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Patrick J. Reilley, Esq. (preilley@coleschotz.com), Michael E. Fitzpatrick, Esq. (mfitzpatrick@coleschotz.com), and Jack M. Dougherty, Esq. (jdougherty@coleschotz.com), and Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Michael D. Sirota, Esq. (msirota@coleschotz.com); and (iii) the Debtors’ investment banker, PJT Partners LP, 280 Park Avenue, New York, New York 10017, Attn: Michael Schlappig (schlappig@pjtpartners.com), Jaimie Baird (baird@pjtpartners.com), and Dylan Friesner (friesner@pjtpartners.com) (iv) counsel to the 1L Ad Hoc Group, (a) Gibson, Dunn & Crutcher

LLP, 200 Park Avenue, New York, NY 10166-0193, Attn.: Scott J. Greenberg (sgreenberg@gibsondunn.com), Jason Zachary Goldstein (jgoldstein@gibsondunn.com), Joshua Brody (jbrody@gibsondunn.com), and Kevin Liang (kliang@gibsondunn.com) and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com); (v) counsel to the Committee, McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, NY 10017-3852, Attn: Darren Azman (dazman@mwe.com) and Kristin Going (kgoing@mwe.com), and McDermott Will & Emery LLP, The Brandywine Building, 1000 N. West Street 1400, Wilmington, Delaware 19801, Attn: David Hurst (dhurst@mwe.com) and Maris Kandestin (mkandestin@mwe.com); (vi) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov). For the avoidance of doubt, the Supplemental New Contract Objection Deadline applies solely to New Potentially Assigned Contracts.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Amount(s), (b) the proposed assignment and assumption of any Potentially Assumed and Assigned Contract, or (c) adequate assurance of a Successful Bidder's ability to perform is filed by the applicable objection deadline, then you will be (i) deemed to have stipulated that the Cure Amounts as determined by the Debtors are correct, (ii) forever barred, estopped, and enjoined from asserting any additional cure amount under the Potentially Assumed and Assigned Contract, and (iii) forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Potentially Assumed and Assigned Contract, including any Revised Potentially Assumed and Assigned Contract, on the schedule of potentially assigned contracts does not require or guarantee that such Potentially Assumed and Assigned Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and any Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved, including the Debtors' ability to make other supplemental filings in connection with Potentially Assumed and Assigned Contracts. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Potentially Assumed and Assigned Contract, including any Revised Potentially Assumed and Assigned Contract, pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidders to designate any Potentially Assumed and Assigned Contract as either rejected or assumed on a post-closing basis, or in accordance with the terms of the Debtors' plan.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Potentially Assumed and Assigned Contracts or the validity, priority, or amount of any claims of a counterparty to any Potentially Assumed and Assigned Contract against the Debtors that may arise under such Potentially Assumed and Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Potentially Assumed and Assigned Contract against the Debtors that may arise under such Potentially Assumed and Assigned Contract.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information concerning the above-captioned chapter 11 cases at the website maintained in these chapter 11 cases at <https://omniagentsolutions.com/Vyaire>.

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Dated: August 23, 2024
Wilmington, Delaware

/s/ Patrick J. Reilley

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*Co-Counsel to the Debtors
and Debtors in Possession*

Exhibit A

First Supplemental Potentially Assumed and Assigned Contracts¹

¹ The inclusion of a contract on this list (each, a “Contract”) does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract. The Debtors reserve all rights with respect to assumption or rejection of any Contract included on this list.

Potentially Assumed and Assigned Contracts				
Row #	Unique Vendor Name	Debtor Entity	Description	Current cure
96	ADP WorkforceNow	Vyaire Medical, Inc.	ADP 2017-04-20 Ariel-Vyaire Assignment	\$18,790.25
162	Aerotek, Inc.	Vyaire Medical, Inc.	Aerotek, Inc. 2021-07-02 MSA Exhibit A	\$595,394.48
340	Amazon Web Services, Inc.	Vyaire Medical, Inc.	Amazon Web Services, Inc. 2020-05-20 Enterprise Agreement Addendum	\$690,468.17
541	Aryaka Networks, Inc.	Vyaire Medical, Inc.	Master Subscription Agreement	\$254,419.96
655	Augusta Hitech Soft Solutions LLC	Vyaire Medical, Inc.	Augusta Hitech 2022-10-05 MSA	\$1,893,923.38
719	Baker Tilly US, LLP	Vyaire Medical, Inc.	Amend #1	\$62,147.94
1483	Cleo Communications US, LLC	Vyaire Medical, Inc.	Cleo Communications 2022-05-04 Master Relationship Agreement	\$66,938.00
1511	Cognizant Worldwide Limited *	Vyaire Medical, Inc.	Cognizant Tech Solutions U.S. 2021-12-21 Extension Agreement #5	\$2,021,738.27
1618	Concur Technologies, Inc.	Vyaire Medical, Inc.	Concur 2017-02-21 IT Assignment & Assumption	\$32,942.48
1949	DELL-METTAWA, LLC	Vyaire Medical, Inc.	Office Lease dated November 3, 2016 as amended or otherwise modified by First Amendment to Lease dated December 30, 2016, Second Amendment to Lease dated January 19, 2022, Consent to Sublease dated January 19, 2022 and as otherwise modified.	\$269,816.78
2269	Emergo Global Consulting LLC	Vyaire Medical, Inc.	Emergo 2020-10-28 SOW Brazil	\$57,771.00
2365	Esker, Inc.	Vyaire Medical, Inc.	Esker 2022-09-01 IT Service Amend#2	\$59,116.74
2434	Exeter 6201 Global Distribution, LLC	Vyaire Medical, Inc.	Exeter 6201 Global Distribution LLC 2018-07-31 Louisville Kentucky First Amendment to Lease	\$33,247.87
2528	Flexim Group SA	Vyaire Medical, Inc.	Flexim Group SA 2020-02-10 Service Agreement	\$215,173.10
2771	Global Healthcare Exchange, LLC (GHX)	Vyaire Medical, Inc.	Global Healthcare Exchange, LLC 2017-09-30 IT SOW	\$167,097.53
2992	Healthtrust	Vyaire Medical 211, Inc.	Purchasing Agreement HPG-500084	\$0.00
3005	Healthtrust	Vyaire Medical, Inc.	Purchasing Agreement HPG-4792	\$103,419.51
3568	Iron Mountain Information Management, LLC	Vyaire Medical, Inc.	Iron Mountain SOW of Records Management	\$0.00
3844	Kuehne + Nagel Inc.	Vyaire Medical, Inc.	Kuehne + Nagel Inc. 2019-06-01 Logistics Services	\$2,100,000.00
4624	Microsoft Corporation	Vyaire Medical, Inc.	Microsoft Azure Service Volume Licensing Agreement E2473074	\$58,232.41

Row #	Unique Vendor Name	Debtor Entity	Description	Current cure
5368	Perma Pure LLC	Vyaire Medical, Inc.	Perma Pure LLC 2021-12-01 CDA	\$31,829.00
5437	Planful, Inc.	Vyaire Medical, Inc.	Planful 2022-03-01 Software Subscription	\$39,945.65
5553	Premier Healthcare Alliance, L.P.	Vyaire Medical, Inc.	Premier Healthcare Alliance, L.P. (Scruggs, Wes) 2019-10-02 CDA.pdf	\$0.00
5555	Premier Healthcare Alliance, L.P.	Vyaire Medical 211, Inc.	Group Purchasing Agreement-Capital Equipment PP-NS-1769	\$11,321.71
5677	Professional Registry Network dba PRN Staffing	Vyaire Medical, Inc.	PRN Staffing 2021-03-26 Service SOW#3	\$36,225.00
5738	Prough, Kyle (Kyote Creative)	Vyaire Medical, Inc.	Kyote Creative 2017-11-02 Consulting Agreement	\$30,000.00
5934	Real Staffing Group	Vyaire Medical, Inc.	Real Staffing Group 2018-02-13 MSA T&Cs	\$180,854.75
6083	RingCentral, Inc.	Vyaire Medical, Inc.	RingCentral, Inc. 2020-06-11 IT Enterprise Support Serv Attachment	\$257,369.06
6211	Saba Software, Inc.	Vyaire Medical, Inc.	Saba 2022-02-01 IT Order #2022-03-9576	\$117,613.00
6469	SHOWPAD INC	Vyaire Medical, Inc.	Vendor/Supplier Master Service Agreement	\$36,824.00
6515	Silmates Private Limited	Vyaire Medical, Inc.	Silmates Private limited 2023-04-24 CDA	\$11,795.00
6648	Spark DSG LLC	Vyaire Medical, Inc.	Spark 2022-01-01 Second Amend to SOW	\$92,141.23
6797	SunMed Group Holdings, LLC	Vyaire Medical, Inc.	SunMed 2023-07-01 Contract Manufacturing Agreement	\$7,138,310.48
7235	Totex Manufacturing	Vyaire Medical, Inc.	Totex Manufacturing 2021-03-02 CDA	\$74,503.00
7587	Vertex, Inc.	Vyaire Medical, Inc.	Vertex, Inc. 2020-08-21 Master Agreement	\$37,921.00
7737	Vizient Supply, LLC	Vyaire Medical, Inc.	Capital Equipment Supplier Agreement for Ventilators CE7312	\$0.00
7751	Vizient Supply, LLC	Vyaire Medical, Inc.	Capital Equipment Supplier Agreement for Ventilators CE7298	\$242,413.85
8098	Workday, Inc. **	Vyaire Medical, Inc.	Workday, Inc. 2022-09-26 IT Exhibit Amendment	\$1,738.53
8135	Xerox Financial Services LLC	Vyaire Medical, Inc.	Xerox Financial Services LLC 2017-02-16 IT Lease (Mettawa).pdf	\$87,224.68
8159	Yusen Logistics (Americas) Inc.	Vyaire Medical, Inc.	Yusen Logistics (Americas) Inc. 2020-12-23 CDA	\$0.00
8199	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2021-04-15 MSA SOW Change Order	\$41,091.00
8241	Airgas USA, LLC	Vyaire Medical, Inc.	Airgas USA, LLC 2017-11-02 Agreement for Supply of CylinderProducts and Related Equipment	\$40,556.48
8242	Corday, Stephen MD	Vyaire Medical, Inc.	Corday, Stephen MD 2020-12-07 ES #73408	\$0.00
8243	Data Modul	Vyaire Medical, Inc.	PS070633	\$19,057.50

Row #	Unique Vendor Name	Debtor Entity	Description	Current cure
8244	Data Modul	Vyaire Medical, Inc.	PS070646	\$145,292.00
8245	Data Modul	Vyaire Medical, Inc.	PS070620	\$150,099.60
8246	Data Modul	Vyaire Medical, Inc.	PS070620	\$50,033.20
8247	Data Modul	Vyaire Medical, Inc.	46103967	\$5,250.00
8248	David, Marian MD	Vyaire Medical, Inc.	David, Marian MD 2019-12-05 ES #71301	\$0.00
8249	Ewald Fleet Solutions, LLC	Vyaire Medical, Inc.	Ewald Fleet Solutions, LLC 02-13-2019 Master Lease Agreement No.19-17941	\$0.00
8250	Healthtrust	Vyaire Medical, Inc.	Purchasing Agreement HPG-4792	\$0.00
8251	Iron Mountain Information Management, LLC	Vyaire Medical, Inc.	Iron Mountain 2012-01-01 Master Service Agreement	\$0.00
8252	Iron Mountain Information Management, LLC	Vyaire Medical, Inc.	Iron Mountain 2012-01-01 Service CareFusion Affiliate/Multi-Location Agreement	\$0.00
8253	Iron Mountain Information Management, LLC	Vyaire Medical, Inc.	Iron Mountain 2012-01-01 Service Bloomington Affiliate/Multi-Location Agreement	\$0.00
8260	Microsoft Licensing, GP	Vyaire Medical, Inc.	Microsoft Licensing, GP 2009-12-04 IT Service	\$0.00
8261	Perma Pure LLC	Vyaire Medical, Inc.	2015-01-26 Tool Supply Contract	\$0.00
8262	Premier Healthcare Alliance, L.P.	Vyaire Medical 211, Inc.	Group Purchasing Agreement-Capital Equipment PP-NS-1769	\$0.00
8263	Proctor, Steven MD	Vyaire Medical, Inc.	Proctor, Steven MD 2020-08-13 ES #73006	\$0.00
8264	Prosymmetry LLC	Vyaire Medical, Inc.	Prosymmetry 2023-12-04 Order Form	\$52,616.40
8265	salesforce.com, inc.	Vyaire Medical, Inc.	Purchase Order Quote Q-07842041	\$0.00
8266	salesforce.com, inc.	Vyaire Medical, Inc.	Purchase Order Quote Q-07187278	\$0.00
8267	salesforce.com, inc.	Vyaire Medical, Inc.	Purchase Order Quote Q-07114790	\$0.00
8268	Singh, Shivani MD (South Africa)	Vyaire Medical, Inc.	Singh, Shivani 2022-09-01 HCP Qualification Form	\$0.00
8269	Suh, Gee Young MD (South Korea)	Vyaire Medical, Inc.	Suh, Gee Young 2021-04-14 HCP Agreement Ends 2022-04-30	\$0.00
8270	SunMed Holdings, LLC	Vyaire Medical, Inc.	SunMed 2016-05-05 Distribution (Ventlabs) Agreement	\$0.00
8271	SunMed Holdings, LLC	Vyaire Medical, Inc.	SunMed 2016-03-09 Non-circumvent Agreement	\$0.00
8272	SunMed Holdings, LLC	Vyaire Medical, Inc.	SunMed 2021-01-08 Distribution Non-circumvent Amendment	\$0.00
8274	Vizient Supply, LLC	Vyaire Medical, Inc.	Capital Equipment Supplier Agreement for Ventilators CE7298	\$0.00

Row #	Unique Vendor Name	Debtor Entity	Description	Current cure
8275	Workday, Inc.	Vyaire Medical, Inc.	Workday Production Support and Service Level Availability Policy (SLA)	\$0.00
8276	Workday, Inc.	Vyaire Medical, Inc.	Workday Security Exhibit	\$0.00
8277	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2022-11-23 Change Request for ADM Applications Support	\$24,300.00
8278	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2022-10-22 Change Request for SAP Applications Support	\$35,366.00
8279	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2023-12-15 Change Order and Amendment	\$1,256,416.00
8280	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2023-11-14 Change Request for SAP Applications Support	\$154,484.00
8281	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2023-11-15 Change Request for ADM Applications Support	\$97,204.00
8282	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar Purchase Order 4201090861	\$16,009.34
8283	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar Purchase Order 4201090887	\$6,425.35
8284	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2024-04-18 Zensar Vyaire SOC as a Service for the period May 2024 till Sept 2025	\$28,065.70
8285	Zensar Technologies Inc.	Vyaire Medical, Inc.	Zensar 2024-04-18 Zensar Vyaire Infra Support for the period May 2024 till Sept 2025	\$147,820.40

Footnotes

* For Cognizant: The list of documents set forth in this Second Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases with respect to Cognizant Worldwide Limited and Cognizant Technology Solutions U.S. Corp. are not intended by the Debtors to suggest that each document is a separate executory contract, each of the documents is in connection with the Cognizant's Master Services Agreement with the Debtors.

** For Workday: The current Workday contracts and order forms, which are integrated agreements, comprise: 1) Master Service Agreement, (2) Order Form #00401133.0, and (3) Order Form #00256180.0. The Workday cure amount is \$1,738.53