

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

In Re:	§	
	§	Chapter 11
	§	
VYAIRE MEDICAL, INC., et al.,	§	Case No. 24-11217 (BLS)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	Related to Docket No. 256
	§	Obj. Deadline: 7/25/24 at 4:00 p.m. EST
	§	Hearing Date: TBD

**LIMITED OBJECTION OF
GREATBATCH MEDICAL TO NOTICE TO CONTRACT PARTIES OF
POTENTIALLY ASSUMED AND ASSIGNED EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND PROCEDURES FOR THE
ASSUMPTION AND ASSIGNMENT OF ITS CONTRACT**

COMES NOW, Greatbatch Medical (“Greatbatch”), by and through its undersigned counsel, and hereby files this limited objection (the “Objection”) to the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [Docket No. 256] (the “Assumption Notice”) and the procedures *for the* Assumption and Assignment of the Greatbatch contract. In support of the Objection, Greatbatch respectfully states as follows:

1. Pursuant to the original Bid Procedures Order [Doc. No. 249] on July 11, 2024, the Debtors filed the Assumption Notice setting for that its contractual obligations with Greatbatch *may* be assumed and assigned to a potential buyer of the business(es).

2. Greatbatch makes customized products for Vyair Medical, Inc. and has outstanding purchase orders for which Greatbatch has already received and/or ordered all raw materials and has commenced manufacture.

3. On the Assumption Notice, the Debtors identify an executory contract between

Greatbatch Medical and Vyair Medical, Inc. that may be assumed and assigned to a Successful Bidder in connection with a Sale Transaction and the proposed Cure Amount with respect to the same:

Row #	Unique Vendor Name	Debtor Entity	Description	Cure Amount
2858	Greatbatch Ltd.	Vyair Medical, Inc.	Greatbatch Ltd. 2020-05-11 CDA	\$0.00

4. The executory contract is documented by the 25 Purchase Orders, all of which are subject to the same specialty goods purchase terms.

5. The Debtor's present contractual liability to Greatbatch is **\$2,579,488.00 USD**, plus potential obligations if any part of any Purchase Order is not accepted for delivery when ready and paid for.

OBJECTION

6. Greatbatch objects to any portion of a proposed sale transaction to the extent that the Debtors seek to assume and assign or otherwise transfer any portion of the Purchase Order rights and obligations unless the full cure is paid. Furthermore, Greatbatch reserves its right to assess, which is not clearly spelled out in the proposed procedures for assumption and assignment, whether it is adequately protected that the successful bidder will be able to fully perform Vyair Medical, Inc.'s obligations on these outstanding orders.

7. The Court cannot alter the terms of executory contracts, unless agreed to by the parties, but must instead enforce them as written. *See, e.g., Wilson v. Career Educ. Corp.*, 729 F.3d 665, 679 (7th Cir. 2013) (courts may not rewrite a contract to suit one of the parties); *In re Coupon Clearing Serv., Inc.*, 113 F.3d 1091 (9th Cir. 1997) (noting that a debtor's estate has "no greater rights in property than those held by the debtor prior to the bankruptcy"); The Court cannot alter, change or modify the existing terms of a contract or add new terms or conditions to which the parties

do not appear to have assented, write into the contract something which the parties have omitted or take away something which the parties have included. See *Trustmark Ins. Co. v. Transamerica Occidental Life Ins. Co.*, 484 F. Supp. 2d 850, 853 (N.D. Ill. 2007) and *In re Enterprise Lighting Inc.*, 1994 Bankr. LEXIS 1307 at *7 (Bankr. E.D. Va. Jan. 21, 1994).

8. Furthermore, pursuant to section 365(f)(2) of the Bankruptcy Code, any assignee of a contract must provide adequate assurance of future performance. That has not yet been presented.

9. The proposed buyer has not been identified, and the Debtors have not supplied, any information to determine if any successful bidder would be capable of providing adequate assurance of future performance and whether any successful bidder would satisfy the Greatbatch's credit criteria.

10. Thus, Greatbatch reserves the right to assess whether any successful bidder would satisfy those criteria.

WHEREFORE, Greatbatch Medical accordingly submits this limited objection to the Assumption Notice as to the cure amount listed and reserves its rights to assert any additional objections to the proposed assignee.

CAROTHERS &
HAUSWIRTH LLP

Dated: July 24, 2024

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**ATTORNEYS FOR INTEGER
HOLDINGS CORPORATION and
GREATBATCH MEDICAL**

CERTIFICATE OF SERVICE

The undersigned certifies that on July 24, 2024, a true and correct copy of the foregoing document was served via the Court's Electronic Case Filing (ECF) system on all parties registered to receive electronic notices in this case, and also upon the parties listed below via electronic mail.

/s/ Gregory W. Hauswirth
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