Exhibit 1

Joint Stipulation

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.	)	(Jointly Administered)

JOINT STIPULATION AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN LEASE AGREEMENT TO SUNMED GROUP HOLDINGS, LLC (D/B/A AIRLIFE)

The above captioned debtors, Vyaire Medical, Inc., *et al.*, (collectively, the "Debtors"), SunMed Group Holdings, LLC (d/b/a AirLife) (the "Assignee"), and Exeter 6201 Distribution, LLC, as landlord (the "Lessor" and together with the Debtors and the Assignee, the "Parties"), hereby stipulate as follows (this "Joint Stipulation"):

RECITALS

A. On June 9, 2024 (the "Petition Date"), the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

B. On January 11, 2018, debtor Vyaire Medical, Inc. entered into a lease agreement with the Lessor for premises located at 6201 Global Distribution Way, Louisville, Kentucky 40228 (the "Lease").

C. The Lessor is in possession of a security deposit from the Debtors in the amount of $91,389.57 (the "Security Deposit").

[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' 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.

D. Debtors and Assignee represent that prior to the Petition Date, the Debtors entered into that certain Stock and Asset Purchase Agreement dated as of March 27, 2023, by and between Vyaire Holding Company and the Assignee (the "SAPA") and that certain Transition Services Agreement, dated as of May 1, 2023, by and between Vyaire Holding Company and the Assignee (the "TSA").

E. Debtors and Assignee represent that under the TSA, the Debtors agreed to maintain the Lease on behalf of the Assignee and the Assignee agreed to pay certain obligations and costs associated with maintaining the Lease.

F. Following the Petition Date, the Assignee and Lessor agreed to terms on an assignment and assumption of the Lease.

G. The Lessor consents to the assumption and assignment of the Lease to the Assignee on and subject to the terms set forth herein.

H. As of the filing of this Joint Stipulation, the Lessor asserts that there is $344,813.78 owed to the Lessor under the terms of the Lease, inclusive of prepetition and postpetition obligations (the "Lessor Claim").

NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. The recitals set forth above are hereby made an integral part of the Joint Stipulation and are incorporated herein.

2. This Joint Stipulation shall have no force or effect unless and until approved by order (the "Order") of the Bankruptcy Court, in form and substance acceptable to Lessor and Assignee (the "Effective Date").

3. Upon and effective as of the Effective Date, the Lease shall be assumed and assigned to the Assignee pursuant to sections 105(a) and 365 of the Bankruptcy Code, the

assignment of the Lease shall constitute a legal, valid, and effective transfer of the Lease and vest the Assignee with all rights, titles, and interests to the Lease, and the Debtors are authorized to execute and deliver to Assignee such documents or other instruments as may be reasonably necessary to assign and transfer the Lease to the Assignee.

4. Pursuant to section 365(f) of the Bankruptcy Code, and other than the obligations of Assignee under paragraph 5 of this Joint Stipulation, the assignment of the Lease shall be free and clear of all liens, claims, encumbrances, obligations, demands, guaranties, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of the chapter 11 cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Lease in connection with the assignment by the Debtor to the Assignee).

5. Within three (3) days of the Effective Date, the Assignee shall pay to the Lessor by wire transfer (i) the amount of the Lessor Claim, and (ii) a replacement security deposit in the amount of $91,389.57 (the "Assignee Payment"). Except for the Assignee Payment, the Assignee shall have no liability or obligation with respect to defaults relating to the Lease arising, accruing, or relating to a period prior to the Effective Date.

6. Upon receipt of the Assignee Payment, all defaults or other obligations under the Lease arising prior to the Effective Date, if any, shall be deemed satisfied or waived by the Lessor, and the Lessor shall be forever barred, estopped, and permanently enjoined from asserting, imposing, charging or claiming against the Debtors and the Assignee for the period prior to the Effective Date (i) that any amounts are due or any defaults exist, (ii) any

counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtors or the Assignee, and (iii) any accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignment of the Lease.

7. Upon the Effective Date, all obligations under the TSA, the SAPA, or any other agreement between the Debtors and the Assignee relating to the Lease, if any, shall be deemed satisfied or waived by the Debtors, and the Debtors shall be forever barred, estopped, and permanently enjoined from asserting, imposing, charging or claiming against the Assignee: (i) that any amounts are due or any defaults exist relating to or concerning the Lease, (ii) any counterclaim, defense, setoff, or any other claim asserted or assertable against the Assignee relating to or concerning the Lease, and (iii) any accelerations, assignment fees, increases, or any other fees relating to or concerning the Lease.

8. Upon the Effective Date, all obligations under the TSA, the SAPA, or any other agreement between the Debtors and the Assignee relating to the Lease, if any, shall be deemed satisfied or waived by the Assignee, and the Assignee shall be forever barred, estopped, and permanently enjoined from asserting, imposing, charging or claiming against the Debtors: (i) that any amounts are due or any defaults exist relating to or concerning the Lease, (ii) any counterclaim, defense, setoff, or any other claim asserted or assertable against the Debtors relating to or concerning the Lease, and (iii) any accelerations, assignment fees, increases, or any other fees relating to or concerning the Lease.

9. Within three (3) days of receipt of the Assignee Payment, the Lessor shall return the Security Deposit to the Debtors.

10. The Assignee has demonstrated adequate assurance of future performance and has satisfied the requirements set forth in section 365(b)(1) of the Bankruptcy Code.

11. The Lessor shall be deemed to have consented to the assumption and assignment of the Lease under section 365(c)(1) of the Bankruptcy Code, section 365(e)(2) of the Bankruptcy Code, or otherwise, and the Assignee shall enjoy all of the rights and benefits under the assumed and assigned Lease as of the Effective Date.

12. The Assignee shall be obligated to perform obligations, arising from or after the Effective Date (as may be modified in any agreement between the Lessor and Assignee). The Debtors shall be relieved of any liability resulting from any subsequent breach of the Lease pursuant to section 365(k) of the Bankruptcy Code.

13. The Debtors and their estates waive any and all claims or causes to avoid any payments or transfers made by the Debtors to Lessor prior to the Effective Date, including under chapter 5 of the Bankruptcy Code and any applicable non-bankruptcy law or rule.

14. This Joint Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

15. The undersigned who execute this Joint Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Joint Stipulation on behalf of such Party.

16. This Joint Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Joint Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

17. This Joint Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

18. Notwithstanding the provisions of Bankruptcy Rule 6006(d), this Joint Stipulation shall be effective immediately upon the Effective Date.

19. Each Party represents and warrants to the other Party that it: (i) made this Joint Stipulation freely and voluntarily and with full knowledge of its significance, and (ii) has been represented by counsel of its own choice in the negotiations preceding the execution of this Joint Stipulation and in connection with the preparation and execution of this Joint Stipulation.

20. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Joint Stipulation.

[*Remainder of Page Intentionally Left Blank – Signatures to Follow*]

Dated: October 17, 2024

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