

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

In re:

VYAIRE MEDICAL, INC.¹

Liquidating Debtor.

Chapter 11

Case No. 24-11217 (BLS)

Re: Docket No. 745

**NOTICE TO CONTRACT PARTIES OF POTENTIALLY ASSUMED EXECUTORY
CONTRACTS PURSUANT TO THE JOINT CHAPTER 11 PLAN**

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

PLEASE TAKE FURTHER NOTICE that on November 11, 2024, the above captioned debtors and debtors in possession (the “Debtors”) filed the *Second Amended Joint Chapter 11 Plan of Vyaire Medical, Inc. and its Debtor Affiliates* [Docket No. 719] (the “Plan”).²

PLEASE TAKE FURTHER NOTICE that on November 14, 2024, the Bankruptcy Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Second Amended Joint Chapter 11 Plan of Vyair Medical, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 745].

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on November 27, 2024 [Docket No. 810].

PLEASE TAKE FURTHER NOTICE that, pursuant to Article V of the Plan, the Debtors **may** assume or assume and assign, the Executory Contracts or Unexpired Leases listed on **Exhibit A** to which you are a counterparty (each a “**Potentially Assumed Contract**”). The Plan Administrator has conducted a review of the Debtors’ books and records and has determined that

1 This chapter 11 case is now being administered by the Plan Administrator pursuant to the terms of the Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Second Amended Joint Chapter 11 Plan of Vyair Medical, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 745]. The Plan Administrator's mailing address is Vyair Medical, Inc., Attn: David M. Barse, Plan Administrator, c/o Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

the cure amount for unpaid monetary obligations under such Potentially Assumed Contracts is set forth on **Exhibit A** attached hereto (the “Cure Amount”).

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Amount, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and the Plan; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, state the correct cure amount alleged to be owed, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and actually received by **March 10, 2025 at 4:00 p.m. (the “Objection Deadline”)** by the Court and the following parties: counsel for the Plan Administrator, Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Patrick J. Reilley, Esq. (preilley@coleschotz.com) and Michael E. Fitzpatrick, Esq. (mfitzpatrick@coleschotz.com) and Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Attn.: Matteo Percontino, Esq. (mpercontino@coleschotz.com).

PLEASE TAKE FURTHER NOTICE that, if no objection to the Cure Amount is filed by the Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amount as determined by the Plan Administrator is correct and (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Potentially Assumed Contract.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Potentially Assumed Contract on this notice does not require or guarantee that such Potentially Assumed Contract will be assumed by the Plan Administrator on behalf of the Debtors, and all rights of the Plan Administrator to remove any Potentially Assumed Contract prior to assumption are reserved.

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Dated: February 24, 2025
Wilmington, Delaware

/s/ Patrick J. Reilley

COLE SCHOTZ P.C.

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