EXHIBIT A
Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: VYAIRE MEDICAL, INC., *et al.*,[1] Debtors,	Chapter 11 Case No. 24-11217 (BLS) (Jointly Administered) **Re: Docket No. _____**

ORDER APPROVING JOINT STIPULATION BETWEEN THE DEBTORS AND EWALD FLEET SOLUTIONS LLC IN CONNECTION WITH TRUDELL SALE

Upon consideration of the Joint Stipulation Between the Debtors and Ewald Fleet Solutions, LLC ("Ewald") in Connection With Trudell Sale (the "Stipulation")[2] a copy of which is attached hereto as Exhibit 1; and the Court having determined that the Stipulation is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012, that venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409, and that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that no other or further notice is required; and after due deliberation, and good and sufficient cause appearing therefor,

[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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stipulation.

IT IS HEREBY ORDERED THAT:

1. The Stipulation and all provisions therein and hereby approved.

2. The Ewald Master Lease Agreement is hereby deemed rejected on the Effective Date of Rejection as defined in the Stipulation without further order of the Court.

3. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this order are immediately effective and enforceable upon its entry.

4. The Debtors and Ewald are authorized to take all actions necessary to effectuate the relief granted in this Order and the Stipulation.

5. The Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of the Stipulation and this Order.

Exhibit 1
(Joint Stipulation)

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: VYAIRE MEDICAL, INC., *et al.*,[1] Debtors,	Chapter 11 Case No. 24-11217 (BLS) (Jointly Administered)

JOINT STIPULATION BETWEEN THE DEBTORS AND EWALD FLEET SOLUTIONS LLC IN CONNECTION WITH TRUDELL SALE

The above captioned debtors, Vyaire Medical, Inc., et al., (collectively, the "Debtors") and Ewald Fleet Solutions, LLC ("Ewald" and together with the Debtors, each a "Party" and collectively, 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 "Court").

B. Prior to the Petition Date, Ewald, as Lessor, and Vyaire Medical, Inc., as Lessee, entered into Master Lease No. 19-17941 dated February 13, 2019 (including any modifications, amendments, addendums, schedules, or related documents (collectively, the "Ewald Master Lease Agreement) whereby Ewald leased multiple vehicles to Vyaire as set forth on various Schedule A's that were expressly incorporated by reference and made part of the Ewald Master Lease

[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.

Agreement. The Ewald Master Lease Agreement remains in effect and subject to assumption, assumption and assignment, or rejection by the Debtors.

C. On July 11, 2024, 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").

D. Also on July 11, 2024, the Debtors filed the *First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [D.I. 256] (the "First Notice"). Exhibit A thereto listed Potentially Assumed and Assigned Contracts. Rows 2413 to 2428 on Exhibit A to the Notice of Potential Assumption and Assignment appeared to assert multiple executory contracts and unexpired leases between Ewald and Vyaire.

E. On July 24, 2024, Ewald filed the *Limited Objection of Ewald Fleet Solutions LLC to First Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases* [D.I. 310] ("Ewald's Limited Objection to the First Notice of Potential Assumption and Assignment"). In sum, the Limited Objection asserted that: 1) the First Notice of Assumption and Assignment did not accurately identify the potentially assumed and assigned executory contract and unexpired lease which is the Master Lease Agreement; 2) the Debtors' asserted cure amounts of $0.00 as to Ewald were incorrect; and 3) any assumption and assignment of the Master Lease Agreement must be *cum onere.*

F. Thereafter, Ewald and the Debtors discussed appropriate revisions to the First Notice which resulted in the Debtors adding the Ewald Master Lease Agreement to the list of Potential Assumed and Assigned Contracts, removing all of the Schedule A's therefrom, and removing the purported "Vehicle Lease" dated 2-08-2019. Ewald confirmed that no such vehicle lease was entered by the parties on 2-08-2019.

G. On August 24, 2024, the Debtors filed the *First Supplemental Notice to Contract Parties of Potentially Assume and Assigned Executory Contracts and Unexpired Leases* [Docket No. 462]. The Ewald Master Lease Agreement appears at Row 8249 thereon and the Debtors assert a cure amount of $0.00.

H. On September 4, 2024, the Court entered the *Order (I) Approving the Trudell Asset Purchase Agreement and Authorizing the Sale of Certain Respiratory Diagnostic Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (III) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (IV) Granting Related Relief* [Docket No. 497] (the "Trudell Sale Order"), which among other things approved the entry into the asset purchase agreement between the Trudell Medical Limited ("Trudell") and the Debtors (the "Trudell APA").

I. On September 6, 2024, Ewald filed the *Objection of Ewald Fleet Solutions LLC to First Supplemental Notice to Contract Parties of Potentially Assumed and Assigned Executory Contracts and Unexpired Leases and Reservation of Rights* [Docket No. 505] ("Ewald's Objection to the Supplemental Notice of Assumption and Assignment).

J. The Debtors have continued to make monthly payments under the Ewald Master Lease Agreement and have pre-paid Ewald $39,832.68 for the month of November 2024 pursuant to the terms thereof (the "November Payment").

K. The Debtors have advised Ewald that the Debtors intend to reject the Ewald Master Lease Agreement upon closing of the sale to Trudell (the "Trudell Closing") or November 30, 2024, whichever occurs first.

L. Pursuant to the Trudell APA, it is anticipated that certain Transferred Employees, as defined therein, will have their employment transferred from Vyaire Medical, Inc., to Trudell, or an affiliate of Trudell, effective immediately after the Trudell Closing.

M. The Debtors understand from Ewald, that Ewald has finalized terms to enter a new master lease agreement with Jaeger Medical America, Inc., an affiliate of Trudell ("Jaeger") (the "Master Lease Agreement with Jaeger") on the effective date of rejection of the Ewald Master Lease Agreement. The Master Lease Agreement with Jaeger will enable Transferred Employees to continue uninterrupted use of the Ewald vehicles identified on the Schedule A's thereto upon closing of the Trudell Sale while avoiding the unnecessary costs and process of the Debtors having to return those vehicles to Ewald upon rejection.

N. On July 11, 2024, the Court entered an order approving procedures for the rejection of executory contracts and unexpired leases and granting related relief [Docket No. 250] (the "Rejection Procedures Order"). Pursuant to the Rejection Procedures Order [Docket No. 250] entered on July 11, 2024, the Debtors are required to file a Rejection Notice and parties objecting to a proposed rejection thereon must file and serve a written objection so that such objection is filed with this Court on the docket of the Debtors' chapter 11 cases no later than fourteen (14) days after the date the Debtors file and serve the relevant Rejection Notice. If no objection to the

rejection of any Contract is timely filed, then the Debtors shall submit a proposed form of order substantially in the form attached as Exhibit B to the Rejection Notice approving the rejection of each Contract listed in the applicable Rejection Notice, for entry by the Court under certification of counsel.

O. In light of the foregoing circumstances regarding the timing of the Trudell Closing, anticipated rejection of the Ewald Master Lease Agreement, and Ewald's entry into a new Master Lease Agreement with Jaeger upon the Trudell Closing, the Debtors and Ewald, with Court approval, wish to stipulate to the Effective Date of Rejection occurring immediately upon closing of the Trudell Sale or November 30, 2024, whichever occurs earlier, without the requirement of a further order of the Court pursuant to the Rejection Procedures Order.

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 take effect on the "Effective Date of Rejection" which is hereby defined for purposes of this Stipulation as the earlier of: a) the date of the Trudell Closing, or b) November 30, 2024.

3. Immediately upon the Effective Date of Rejection, the Ewald Master Lease Agreement and, for the avoidance of doubt, any and all remaining Potentially Assumed and Assigned Contracts listed on Exhibit A to the First Notice referencing Ewald Fleet Solutions, LLC in the "Unique Vendor Name" column thereon, shall be deemed rejected pursuant to sections 105(a) and 365 of the Bankruptcy Code in accordance with the terms of this Stipulation.

4. Upon: 1) the entry of an Order approving this Stipulation; and 2) the occurrence of the Effective Date of Rejection as defined in this Stipulation, Ewald's Limited Objection to the

First Notice of Assumption and Assignment and Ewald's Objection to the Supplemental Notice of Assumption and Assignment shall be deemed withdrawn.

5. To the extent the Effective Date of Rejection occurs prior to November 30, 2024, Ewald shall return the remaining *pro rata* portion of the November Payment on a per diem basis to the Debtors within three (3) days of the Effective Date of Rejection.

6. If Ewald asserts a claim against the Debtors arising from the rejection of the Ewald Master Lease Agreement, it must file a proof of claim on or before the later of (i) the applicable deadline for filing proofs of claim established in these chapter 11 cases, and (ii) thirty (30) days after the Effective Date of Rejection. If no proof of claim is timely filed within this time period, Ewald shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these chapter 11 cases.

7. Nothing contained in the Stipulation is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Stipulation; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver or limitation of any claims, causes of action, or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

8. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of the Ewald Master Lease Agreement rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. Upon the occurrence of the Effective Date of Rejection, the Parties agree that the Ewald Master Lease Agreement is terminated and is no longer an executory contract or unexpired lease.

9. The undersigned who execute this Joint Stipulation by or on behalf of each respective Party represents and warrants that they have been duly authorized and empowered to execute and deliver this Joint Stipulation on behalf of such Party and that this Joint Stipulation constitutes a valid, binding agreement in accordance with its terms.

10. 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 Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

11. 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 Court.

12. This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their respective successors, administrators, and assigns (including any successors or administrators of the Debtors under the Plan).

13. Until such time as the Effective Date of Rejection does occur, the Parties shall maintain all rights, remedies, and defenses.

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

Date: November 12, 2024
Wilmington, DE

/s/ Patrick J. Reilley
COLE SCHOTZ P.C.
Patrick J. Reilley, Esq. (No. 4451)
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
Telephone: (302) 652-3131
Email: preilley@coleschotz.com

Co-Counsel for the Debtors and Debtors in Possession

/s/ Matthew P. Austria
AUSTRIA LEGAL, LLC
Matthew P. Austria (No. 4827)
1007 North Orange Street, 4th Floor
Wilmington, Delaware 19801
Telephone: (302) 521-5197
Email: maustria@austriallc.com

Counsel for Ewald Fleet Solutions, LLC