Exhibit 1

Debtor: Vyaire Medical 211, Inc.

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 24-11234

FILED
Claim No. 25
September 27, 2024
By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?

Hartford Fire Insurance Company
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

[X] No
[ ] Yes From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Gary D. Bressler, Esq. McElroy, Deutsch, Mulvaney & Carpenter, LLP 300 Delaware Ave., Suite 1014 Wilmington, DE 19801	
Contact Phone (302) 300-4515	Contact Phone
Contact email gbressler@mdmc-law.com	Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one)

4. Does this claim amend one already filed?

[X] No
[ ] Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

[X] No
[ ] Yes Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

[X] No
[ ] Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: ______

7. How much is the claim?

$ ______

Does this amount include interest or other charges?

[X] No
[ ] Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information

Surety Bond; Indemnity Agreement; See Addendum

9. Is all or part of the claim secured?

[ ] No
[X] Yes The claim is secured by a lien on property

Nature of property:

[ ] Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*
[ ] Motor Vehicle
[X] Other Describe: See Addendum

Basis for perfection: ______

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.

Value of Property: $ ______

Amount of the claim that is secured: $ ______

Amount of the claim that is unsecured: $ ______ (The sum of the secured and unsecured amounts should match the amount in line 7).

Amount necessary to cure any default as of the date of the petition: $ ______

Annual Interest Rate: (when case was filed) ______%

[X] Fixed
[ ] Variable

10. Is this claim based on a lease?

[X] No
[ ] Yes **Amount necessary to cure any default as of the date of the petition.** $ ______

11. Is this claim subject to a right of setoff?

[ ] No
[X] Yes Identify the property: See Addendm

12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?

[X] No
[ ] Yes Amount of 503(b)(9) Claim: $ ______

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

[X] No
[ ] Yes *Check one:*

	Amount entitled to priority
[ ] Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
[ ] Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
[ ] Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
[ ] Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
[ ] Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	$
[ ] Other. Specify subsection of 11 U.S.C. § 507(a)(___) that applies.	$

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

[X] I am the creditor.
[ ] I am the creditor's attorney or authorized agent.
[ ] I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
[ ] I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowlegment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 9/27/2024
MM / DD / YYYY

Frances Thompson
Signature

Print the name of the person who is completing and signing this claim:

Name: Frances Thompson
First Name Middle Name Last Name

Title: Bond Claim Representative

Company: Hartford Fire Insurance Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 307 International Circle, Suite 410
Hunt Valley, MD 21030

Contact Phone: 206-292-7873 Email: frances.thompson@thehartford.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

HARTFORD FIRE INSURANCE COMPANY COMPANY'S SUPPLEMENT TO ITS PROOF OF CLAIM AND ADMINISTRATIVE CLAIM

In support of its Proof of Claim and Administrative Proof of Claim ("Proof of Claim") against debtors Vyaire Medical, Inc., and its debtor affiliates (collectively "Debtors" or "Indemnitors" or singularly as a "Debtor"), claimant herein, Hartford Fire Insurance Company (individually, and with its affiliated surety and/or sureties, the "Surety"), by and through its counsel, McElroy, Deutsch, Mulvaney &Carpenter, LLP, respectfully alleges the following:

1. On June 9, 2024 (the "Petition Date"), Vyaire Medical, Inc. and certain of its affiliates (collectively, the "Debtors") each filed a voluntary petition for bankruptcy relief 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"). The Debtors continue to operate their businesses as debtors in possession and their chapter 11 cases are being jointly administered.

[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' proposed 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. Prior to the Petition date, the Surety, as a surety company, issued and/or executed surety bonds and/or related instruments. The bonds identified in the below chart are currently in effect/active, subject to their respective terms.

3. Upon information and belief, the following chart generally describes the surety bonds, which are in effect/active:

Principal	**Bond No.**	**Obligee**	**Nature of Bond**	**Bond Amount**[2]
Vyaire Medical, Inc. and Vyaire Medical 211, Inc.	20BSBAA2688	California State Board of Pharmacy	Pharmaceutical Bond	$100,000.00
Vyaire Medical, Inc. and Vyaire Medical 211, Inc.	20BSBIL8800	Nevada State Board of Pharmacy	Pharmaceutical Bond	$100,000.00
Vyaire Medical, Inc.	20BSBAA2687	Maryland Board of Pharmacy	Pharmaceutical Bond	$100,000.00
Vyaire Medical, Inc.	22C000T8M	Bureau of Customs and Border Protection	Custom Duty	$400,000.00
			Total:	**$700,000.00**

4. The bonds generally described above, and their related documents (such as, without limitation, rider(s) and/or amendment(s) thereto), as well as any and all other bond(s), related documents, issued and/or executed on behalf of any of the Debtors, or their non-debtor affiliates, shall hereafter be referred to as the "Bonds."

5. In connection with the Surety's execution and/or issuance of the Bonds, the Debtors and/or their non-debtor affiliates agreed to indemnify, exonerate and hold harmless the Surety.

[2] To the extent any of the penal sum of any of the Bonds, as herein defined, "stack" or are subject to an increase or decrease, the Surety's asserts a claim thereon. For example, if the penal sum on the face of a bond is $100,000.00, and the bond renews every year for 3 years, then the amount of the claim pertaining to any such bond that "stacks" would be $300,000.00.

6. More specifically, certain of the Debtors and/or their non-debtor affiliates executed a general indemnity agreement dated December 15, 2020, (the “2020 Indemnity Agreement”) and an indemnity agreement dated April 9, 2018, (the “2018 Indemnity Agreement) (together, the 2020 Indemnity Agreement and the 2018 Indemnity Agreement are collectively referred to herein as the “Indemnity Agreements”), each in favor of the Surety. A redacted copy of the Indemnity Agreements are annexed hereto as **Exhibit A** and **Exhibit B**, respectively**.**

7. The 2020 Indemnity Agreement, among other provisions, provides, in pertinent part:

> “Indemnitor” or “Indemnitors” means all person or entities excuting this Agreement, their direct and indirect subsidiaries and affiliates and their respective heirs, successors, assigns and co-ventures, whether now existing or hereafter created.
>
> "Loss" means any and all payments and interest theron from the date of payment, including but not limited to, attorney fees, court costs, and all other fees or costs, made by Hartford: (i) in the belief that it was or may be liable as a consequence of Underwriting any Bond; (ii) because of the failure of any Indemnitor or Principal to discharge its obligations under any Bond; (iii) in investigating and responding to any notice, demand, claim, suit, regulatory proceeding or request received by or made to Hartford; or (iv) in enforcing the terms and obligations of this Agreement.
>
> ***
>
> Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and all Loss claims, demands, liabilities, expenses, suits, orders, judgments, or causes of action arising out of or related to the underwriting of any Bond.

See Exhibit “A,” redacted 2020 Indemnity Agreement.

8. The 2018 Indemnity Agreement, among other provisions, provides, in pertinent part:

> Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond

> hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

See Exhibit "B," redacted 2018 Indemnity Agreement.

9. The Indemnity Agreements provide that each of the Debtors, and any of their non-debtors affiliates, are contractual indemnitors and, as such, they are, among other things, jointly and severally liable to the Surety for, without limitation, any and all losses, costs, and/or expenses incurred and/or to be incurred in relation to the Bonds and/or the surety program described herein.

10. As noted above, certain of the Debtors, among other(s), are contractually and/or under the common law, obligated to, among other things, indemnify and hold the Surety harmless in connection with losses, costs and expenses, including attorneys' fees, in connection with, among other things, the Surety's furnishing of any bond or related instrument, including the Bonds, as more fully set forth in either or both of the Indemnity Agreements and applicable law.

The Claim

11. The Surety's claim, a portion of which is contingent and/or unliquidated, arise from (a) either or both of the Indemnity Agreements; (b) the Bonds; (c) common law indemnification, exoneration and other rights of the Surety; and/or, without limitation, (d) potential common law, statutory, contractual: subrogation rights, trust fund rights and/or lien rights/claims.

12. The Surety's current Proof of Claim is/are comprised of: (a) the current aggregate of the penal sum of the Bonds describe in the chart above; (b) any claim by any obligee or other beneficiary (individually and collectively, the "Obligee" or the "Obligees") on and/or under any of the Bonds; (c) unpaid premiums, if any; and, without limitation, (d) any and all liability, damage, loss, cost, and expense of whatsoever kind or nature, including attorneys' fees, consulting fees, accounting fees, costs and expenses which the Surety has sustained or incurred and/or may sustain

or incur at any time by reason or in consequence of having executed or procured the execution of the Bonds, in enforcing its common law and/or contractual indemnity or indemnity-related rights or in attempting to procure the Surety's release of any obligation and/or obligations, if any, under any of the Bonds. The claim is partially contingent and/or unliquidated at present because the precise amount of the claim is not currently knowable. The Surety's potential claim is greater than the aggregate amount of all Bonds referenced herein.

13. The Surety is entitled to, among other things, indemnification for and reimbursement of costs and expenses, including attorneys' fees incurred or to be incurred. To the extent certain payments, including attorneys' fees and costs have been and/or are incurred by the Surety in relation to the Bonds, the Surety has non-contingent claims as of the date that this claim is filed. The Surety has incurred, and will continue to incur, attorneys' fees in connection with the Bonds and, without limitation, the surety program described herein and otherwise.

14. To the extent there are any unpaid post-petition premiums due to the Surety, the Surety asserts an administrative claim(s) therefore.

15. In the event payments are made by the Surety pursuant to any of the Bonds, the liquidated portion of the claim will be increased, with the contingent and/or unliquidated portion decreased accordingly.

16. The amounts referred to in this Proof of Claim do not include any claim related to bonds provided post-petition, if any. The Surety has no obligation to issue bonds post-petition or otherwise. However, to the extent that the Surety has issued or may issue/execute any new bond(s) or any rider(s), or the like, to the Bonds post-petition, the Surety asserts an administrative claim and reserves all rights with respect to any and all claims arising from such bonds and/or the Bonds, including, without limitation, further requests for administrative expense priority claims under

section 11 U.S.C. § 503 and claims against any collateral security held or to be held by or for the benefit of the Surety (for purposes of this paragraph only, the “Priority/Collateral Claims”). The Surety also asserts, and reserves all rights with respect to, the Priority/Collateral Claims in connection with those certain bond(s) (including the Bonds) that automatically renew/automatically continue without any affirmative action by the Surety, and, those certain bond(s) (including the Bonds) that require the Surety to issue/execute any documentation, including certifications of continuation or the like, in order to effectuate such renewal and/or continuation.[3]

17. To the extent that any or all of the Bonds and/or either or both of the Indemnity Agreements are deemed to be executory contracts and are assumed in connection with the Debtors’ bankruptcy cases, all obligations thereunder will be payable as administrative expense priority claims, and the Surety reserves all rights, claims and defenses with respect thereto. Any of the Bonds or the Indemnity Agreements issued by the Surety, including, without limitations, the Bonds, may not be assumed absent the Surety’s express consent.

18. Moreover, to the extent that any or all of the Bonds and/or either or both of the Indemnity Agreements are deemed to be executory contracts and are rejected, then the Surety has/asserts a rejection claim. If any of the Obligees under the Bonds are deemed to have executory contracts and those contracts are rejected, the Surety has a claim for rejection damages by way of subrogation, to the extent it paid or pays any claim or claims under any of the Bonds or in connection with the surety program described herein.

[3] The term “Bonds,” as used herein, collectively and individually, include the prior definition of the Bonds, any new bond(s) issued and/or executed on behalf of the Debtors and/or their non-debtor affiliates, and any and all of their rider(s), amendment(s) and the like thereto.

19. To the extent that any or all of the Bonds and/or either or both of the Indemnity Agreements are deemed to be executory contracts and there are claims on any of the Bonds after the Petition Date and prior to rejection of any of the Bonds or the Indemnity Agreement, and/or the Surety incurs losses, costs and/or expenses with respect to any such claim(s), the Surety asserts an administrative expense claim for such claim(s), loss(es), costs and/or expense(s).

20. To the extent any or all of the Bonds are customs bonds and/or related to customs duties and/or taxes or the like (hereafter, individually and collectively, the "Customs Bonds"), the Surety is the holder of a presently unliquidated claim, which amount reflects the aggregate penal sum of the Bonds (subject to the potential increases/decreases in the Surety's exposure in connection with this surety program), exclusive of premiums and charges with respect to any such Bonds, and exclusive of interest, attorneys' fees and costs for which the Surety has a partially liquidated claim. Moreover, to the extent the Surety's claim arises from its right of subrogation, the Surety's claim may be entitled to a secured claim, including without limitation, to the extent the Surety is subrogated to the rights of any party that could assert such claims. The Surety expressly reserves all such rights and claims in connection therewith. The Surety has equitable subrogation rights to the extent it has incurred or incurs losses, costs and/or expenses in connection with discharging any obligation under any of the Customs Bonds. In addition, parties to whose rights the Surety may be or may become equitably subrogated may have other claims against any of the Debtors, including, but not limited to, administrative claims under 11 U.S.C. §503(b), and priority claims under 11 U.S.C. §507. To the extent that the Surety is subrogated to the rights of such parties, the Surety reserves the right to assert such further and additional claims (whether secured, unsecured, administrative, priority or otherwise) against Debtors and their estates as applicable.

21. To the extent any Obligee of any of the Bonds has a trust fund or other priority claim or claims against any of the Debtors or otherwise, and the beneficiary asserts a claim against the Surety under any of the Bonds and the Surety pays such claim and/or claims, then the Surety has a trust fund claim or claims by way of, without limitation, subrogation.

22. To the extent any Obligee of any of the Bonds has a post-petition administrative claim as to which the Surety is subrogated to, then the Surety has a post-petition administrative claim to the extent payment is made by the Surety to the Obligee under or in connection with any of the Bonds.

23. The Surety's claim is simultaneously both a trust fund and a secured claim. The Surety reserves the right to assert its claim/claims under either or both of these theories and, further, any and all other applicable legal standards.

24. To the extent the Surety (or any affiliates of the Surety not described herein) has its own setoff or recoupment rights against any of the Debtors, such setoff or recoupment rights constitute a contingent secured claim.

25. To the extent any bond beneficiary has a set off or recoupment claim, the Surety asserts a secured claim by way of subrogation.

26. The Surety may, in the future, be subrogated to the rights of (and/or receive assignments from) other creditors who have filed and/or will file proofs of claim.

27. The Surety reserves all rights to assert a claim under theories of trust, recoupment and/or setoff.

28. The Surety asserts a claim for all of its other rights under either or both of the Indemnity Agreements, such as, without limitation, the right to review any or all the Debtors' books and records.

29. The Surety reserves the right to assert its claim as a trust fund claim and/or a secured claim and/or an unsecured deficiency claim. Further, to the extent the Surety's claim arises from rights of subrogation, the Surety's claim may be entitled to various priority and/or administrative treatment, to the extent the Surety is subrogated to the rights of another party that could assert such claims. The Surety expressly reserves all such rights and claims in connection therewith. Specifically, and without limitation, the Surety has equitable subrogation rights to the extent it incurs losses in connection with discharging an obligation under any or all of its bonds, including the Bonds, issued on behalf of certain of the Debtors or their non-debtor subsidiaries and/or affiliates. In addition, parties to whose rights the Surety may be or may become equitably subrogated may have other claims against any and/or all of the Debtors, including, but not limited to, administrative claims under 11 U.S.C. §503(b), priority claims under 11 U.S.C. §507, and/or rights related to the assumption or rejection of a lease or executory contract. To the extent that the Surety is subrogated to the rights of such claimant(s), the Surety reserves the right to assert such further and additional claims (whether secured, unsecured, administrative, priority or otherwise) against any and/or all of the Debtors and their estate(s), as applicable. Further, to the extent that the Surety receives collateral from any non-debtor, it does not diminish the claim(s) against any and/or all of the Debtors.

Reservation of Rights

30. The Surety reserves the right to assert an administrative claim for all post-petition claims arising after the petition date prior to any rejection of any or all of the Bonds and/or either or both of the Indemnity Agreements, to the extent any of the Bonds and/or either or both of the Indemnity Agreements are found to be executory. The Surety also reserves the right to assert an administrative claim for all post-petition claims which any Obligee is entitled to assert, and as to

which the Surety is subrogated to the rights of any such Obligee. The Surety reserves all rights, claims and defenses with respect to, among other things, the characterization of any of the Bonds (including the Bonds as executory contracts), either or both of the Indemnity Agreements, and/or any of the aforementioned or potentially any other surety program documents/agreements, and whether they may be assumed.

31. Nothing contained in this Proof of Claim shall constitute a waiver of: (a) the right to have final orders in non-core matters entered only after *de novo* review by a District Court Judge; (b) the right to trial (by jury or otherwise) in any proceeding triable in this case or any case, controversy, or proceeding related to this case; (c) the right to have the District Court withdraw the reference in any matter subject to mandatory or discretionary abstention; (d) any objection to the jurisdiction or venue of this Court; (e) an election of remedy; (f) the right to amend this Proof of Claim; (g) the right to assert claims for attorneys' fees and costs which may accrue or have accrued; and/or (h) any other right, claim, defense, action, setoff right, recoupment right, or lien right/claim in law or in equity, under any and all agreement(s), and/or applicable law all of which are expressly reserved.

32. Nothing in this Proof of Claim (including, without limitation, statements as to the amount of the Surety's secured and/or unsecured or deficiency claim) shall constitute an admission of any fact or matter, and the Surety reserves all its rights and positions in any manner relating thereto. The Surety further reserves all rights, claims and defenses regarding any claim(s) against any or all of the Bonds. Nothing herein shall be deemed an admission with respect to such claim(s) or otherwise, nor shall anything herein be construed as a waiver of any of the Surety's rights, remedies, claims and/or defenses.

33. The Surety reserves all of its rights at law, and in equity, none of which have been waived in whole or in part. The Surety also reserves the right to amend and or supplement this Proof of Claim. Administrative claims are asserted herein; however, the Surety reserves its rights to file, in this matter or otherwise, separate claim(s) for any or all administrative expense(s), whether incurred or to be incurred by the Surety in connection with the matters described herein.

EXHIBIT A

2020 General Indemnity Agreement

General Indemnity Agreement
Commercial

THE HARTFORD

This General Indemnity Agreement ("Agreement") is made and entered into by the Indemnitors, for themselves and others, in favor of and as an inducement to Hartford to Underwrite Bonds. Indemnitors represent that each is materially interested in the transaction(s) to which this Agreement applies. In consideration of Hartford Underwriting Bonds, the undersigned Indemnitors jointly and severally acknowledge and agree as follows:

Definitions:

1. "Principal" means any person or entity in whose name a Bond is Underwritten and the heirs, successors or assigns, of such person or entity.
2. "Bond" or "Bonds" means any and all contracts of suretyship, guarantees, obligations and undertakings Underwritten: (i) on behalf of, at the request of, or for the benefit of any Indemnitor; or (ii) for any affiliate, subsidiary, parent, successor, division or assign of any Indemnitor .
3. "Indemnitor" or "Indemnitors" means all persons or entities executing this Agreement, their direct and indirect subsidiaries and affiliates and their respective heirs, successors, assigns and co-venturers, whether now existing or hereafter created.
4. "Hartford" means The Hartford Financial Services Group, Inc. and its insurance company subsidiaries, affiliates, assigns, successors, divisions, co-sureties and reinsurers.
5. "Loss" means any and all payments and interest theron from the date of payment, including but not limited to, attorney fees, court costs, and all other fees or costs, made by Hartford: (i) in the belief that it was or may be liable as a consequence of Underwriting any Bond; (ii) because of the failure of any Indemnitor or Principal to discharge its obligations under any Bond; (iii) in investigating and responding to any notice, demand, claim, suit, regulatory proceeding or request received by or made to Hartford; or (iv) in enforcing the terms and obligations of this Agreement.
6. "Underwrite", "Underwriting" or "Underwritten" shall include all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.

Promises and Agreements:

1. Indemnitors shall timely pay all premiums.
2. Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and all Loss claims, demands, liabilities, expenses, suits, orders, judgments, or causes of action arising out of or related to underwriting any Bond.
3. The Indemnitors' obligations under this Agreement shall not be impaired by, Hartford shall incur no liability on account of, and the Indemnitors waive notice of: (i) Hartford's failure or refusal to Underwrite any Bond; or (ii) Hartford's consent or failure to consent to changes or modifications in any of the terms or provisions of any Bond; or (iii) the taking, failing to take, or releasing of any security, collateral, assignments, and the like; or (iv) the release by Hartford of any of the Indemnitors; or (v) information which may come to the attention of Hartford which affects or might affect its rights and liabilities or the rights and liabilities of any Principal or Indemnitor; or (vi) the dissolution or change in ownership of the entity on whose behalf any Bond(s) were Underwritten; or (vii) Hartford settling any claim.
4. On Hartford's demand, the Indemnitors shall immediately, but no later than thirty (30) days after demand, deposit with Hartford collateral in form, amount and value acceptable to Hartford. Hartford may, in its sole discretion, demand collateral under this provision regardless of whether any Claim has been made, any Default has occurred or any Loss has been incurred. Hartford shall have no duty to invest or pay interest on any collateral. Said collateral may be used by Hartford in its sole discretion at any time without notice to the Indemnitors to accomplish the purposes of this Agreement.
5. Hartford has the right to adjust, settle, pay or compromise any claim, demand, suit, order or judgment upon any Bond(s).
6. Indemnitors shall fully cooperate with Hartford until such time as Hartford is discharged from all liability under all Bond(s), and recovers all Loss. Hartford shall have the right of access to, and the right to copy books, records, documents or other information deemed necessary by Hartford.
7. This is a continuous agreement and is in addition to and supplements any previous or subsequent agreements. The exclusive means by which any Indemnitor can terminate the obligations of this Agreement is to give Hartford written notice of termination by certified or registered mail or overnight delivery to: The Hartford, Bond Department, One Hartford Plaza, Hartford, Connecticut 06155. Termination shall be effective not less than thirty (30) days after actual receipt of the notice by Hartford. Said termination shall not release the terminating Indemnitor from obligations under this Agreement for Bonds Underwritten prior to the effective date of termination.
8. No oral or verbal change or modification to this Agreement shall be effective.
9. A duplicate, facsimile copy, digital or electronic reproduction of this Agreement, however stored, shall have the same force and effect as the original.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one Agreement. Minor defects in the execution of this Agreement and / or the lack of signature shall not be deemed to make the Agreement unenforceable as to any Indemnitor executing the Agreement.

General Indemnity Agreement
Signature Page

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

Dated: December 15, 2020

ATTEST:	INDEMNITOR:
	Vyaire Medical, Inc,
By: Amy Chase-Boylan	By: Kevin M. Klemz
Amy Chase-Boylan	Kevin M. Klemz
Title: Corporate Governance Paralegal	Title: Executive Vice President, Chief Legal Officer
	Tax ID: [redacted]

ACKNOWLEDGMENT

State of Minnesota
County of Hennepin } ss

On the 15th day of December, 2020, before me, Tina M. Moore (Name of Notary Public), personally appeared Kevin M. Klemz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of this state that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

20035333
Notary Registration Number

Tina M. Moore
Notary Public (signature)

TINA M. MOORE
Notary Public-Minnesota
My Commission Expires Jan 31, 2023

(SEAL)

My commission expires the 31st day of January, 2023

EXHIBIT B
2018 General Indemnity Agreement

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal, procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or re-insurers, (individually and collectively called "Hartford"), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitors agree that any Obligee on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in it's investigation of any claim. The indemnitors irrevocably appoint Hartford as their Attorney in Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the indemnitor deemed necessary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.

WITNESS the following signature(s) and seal(s) this 9th **day of** APRIL**, 20** 18.

If Indemnitor is a PARTNERSHIP, CORPORATION or LLC:

Look here to see who can sign

Vyaire Medical Inc.
Name of Firm/Corporation

NO SEAL
(Seal)

Witness signature: Tina Moore

Tina Moore
Print Above Name Here

By signature: [signature]
Print Above Name Here: Kevin Klemz
Title (Print): EVP, CLO & Secretary

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature:

Print Name Above

Indemnitor signature:

Print Name, Title, Social Security or FEIN # of above

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature:

Print Name Above

Indemnitor signature:

Print Name, Title, Social Security or FEIN # of above

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature:

Print Name Above

Indemnitor signature:

Print Name, Title, Social Security or FEIN # of above

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

CALIFORNIA NOTICE

California Notice: The Harford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.