

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
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In re:

Chapter 11 Cases

DELPHI BEHAVIORAL HEALTH
GROUP, LLC, *et al.*,¹

Case No. 23-_____

(Joint Administration Pending)

Debtors.

**DEBTORS' EMERGENCY OMNIBUS MOTION TO REJECT EXECUTORY
CONTRACTS AND UNEXPIRED NON-RESIDENTIAL REAL PROPERTY
LEASES, EFFECTIVE AS OF THE PETITION DATE**

(Emergency Hearing Requested)

Basis for Requested Emergency Hearing

The Debtors seek permission to reject certain executory contracts and unexpired non-residential real property leases on an emergency basis. Immediate rejection will preclude the accrual and assertion of administrative expense claims. The Debtors respectfully request that the Court waive the provisions of Local Rule 9075-1(B), which requires an affirmative statement that a bona fide effort was made in order to resolve the issues raised in this Motion, as the relief requested herein is urgent in nature and does not lend itself to advance resolution.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), by

¹ The address of the Debtors is 1901 West Cypress Creek Road, Suite 500, Fort Lauderdale, FL 33309. The last four digits of the Debtors' federal tax identification numbers are: (i) Delphi Behavioral Health Group, LLC (2076), (ii) 61 Brown Street Holdings, LLC (0007), (iii) Aloft Recovery LLC (6674), (iv) Banyan Recovery Institute, LLC (6998), (v) Breakthrough Living Recovery Community, LLC (5966), (vi) California Addiction Treatment Center LLC (7655), (vii) California Vistas Addiction Treatment LLC (8272), (viii) DBHG Holding Company, LLC (6574), (ix) Defining Moment Recovery Community, LLC (3532), (x) Delphi Health BuyerCo, LLC (2325), (xi) Delphi Health Group, LLC (0570), (xii) Delphi Intermediate HealthCo, LLC (6378), (xiii) Delphi Management LLC (6474), (xiv) Desert View Recovery Community, LLC (7437), (xv) DR Parent, LLC (2700), (xvi) DR Sub, LLC (8183), (xvii) Las Olas Recovery LLC (9082), (xviii) Maryland House Detox, LLC (1626), (xix) New Perspectives, LLC (0508), (xx) Next Step Housing LLC (6975), (xxi) Ocean Breeze Detox, LLC (7019), (xxii) Ocean Breeze Recovery, LLC (9621), (xxiii) Onward Living Recovery Community, LLC (4735), (xxiv) Palm Beach Recovery, LLC (4459), (xxv) Peak Health NJ, LLC (7286), (xxvi) QBR Diagnostics, LLC (7835), (xxvii) Rogers Learning, LLC (1699), (xxviii) SBH Haverhill, LLC (0971), (xxix) SBH Union IOP LLC (4139), (xxx) Summit at Florham Park, LLC (8226), (xxxi) Summit Behavioral Health Limited Liability Company (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start LLC (6841).

and through their proposed undersigned counsel, pursuant to 11 U.S.C. § 365(a) and Bankruptcy Rule 6006, file this motion (the “Motion”) seeking the entry of an order approving the Debtors’ rejection of the executory contracts (collectively, the “Contracts”) and unexpired leases (collectively, the “Leases”) listed on **Exhibit “A”**, effective as of the Petition Date. In support of the Motion, the Debtors rely upon the *Declaration of Edward A. Phillips in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”) filed on the Petition Date and respectfully represent as follows:

I. Jurisdiction and Venue

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief sought herein are 11 U.S.C. § 365(a), Bankruptcy Rule 6006 and Local Rule 9075-1.

II. Background

4. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code.
5. The Debtors are operating their business and managing their affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
6. For a detailed description of the Debtors and their operations, the Debtors respectfully refer the Court and parties in interest to the First Day Declaration.

III. Relief Requested and Basis Therefor

7. By this Motion, the Debtors seek authority, pursuant to section 365(a) of the Bankruptcy Code, to reject the Contracts and Leases listed on Exhibit “A”. The Debtors have determined in their business judgment that the Contracts and Leases are unnecessary to the administration of these bankruptcy cases and are burdensome to the estates. Specifically, the operating Debtors have ceased operations in the premises subject of the Leases and thus are no longer occupying and deriving any benefit from the use of such premises. With respect to the Contracts, the Debtors have no need for goods or services from the counter-contract parties or they have procured alternative providers. Therefore, maintaining the Contracts and Leases would impose unnecessary cost and burdens on the Debtors’ estates with no commensurate benefit.

8. Section 365(a) of the Bankruptcy Code allows a debtor, subject to approval of the bankruptcy court, to assume or reject any unexpired lease. *See Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996); *In re TOUSA, Inc.*, No. 14-12067, 2015 WL 1346098, at *5 n. 3 (11th Cir. Mar. 26, 2015) (in dicta). “‘This provision allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.’” *Stewart Title*, 83 F.3d at 741 (quoting *In re Murexco Petrol., Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)). A debtor’s decision to assume or reject an unexpired lease is subject to the “business judgment” test. *Byrd v. Gardiner, Inc. (In re Gardinier, Inc.)*, 831 F.2d 974, 976 n.2 (11th Cir. 1987); *In re Surfside Resort and Suites, Inc.*, 325 B.R. 465, 469 (Bankr. M.D. Fla. 2005); *see also In re Chira*, 567 F.3d 1307, 1312 (11th Cir. 2009) (describing the business judgment test as “narrow”). The sole inquiry is whether assumption or rejection will benefit the estate. *See id.*

9. In applying the “business judgment” test, courts show great deference to a debtor’s decision to assume or reject an unexpired lease. *See In re Colony Beach & Tennis Club Ass’n, Inc.*, No. 8:09-cv-535-T-33, 2010 WL 746708, at *3 (M.D. Fla. Mar. 2, 2010) (“A court may not substitute its judgment for that of a debtor unless the debtor’s decision that ‘rejection will be advantageous is so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, whim, or caprice.’”) (quoting *Surfside Resort and Suites*, 325 B.R. at 469) (internal citations omitted); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of debtor’s decision to assume or reject an unexpired lease “should be granted as a matter of course”). As long as the decision to assume or reject is a reasonable exercise of business judgment, courts should approve the assumption or rejection of an unexpired lease. *See, e.g., NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523 (1984); *Group of Institutional Investors v. Chicago M. St. P. & P. R. R. Co.*, 318 U.S. 523 (1943).

10. Because the Debtors will not profit from the continued performance under the Contracts and Leases, and rejection will avoid the accrual of administrative expenses, it necessarily follows that rejection of the Contracts and Leases as of the Petition Date is a decision made in the sound exercise of the Debtors’ business judgment, that is, a decision that will benefit the Debtors’ estates.

WHEREFORE, the Debtors respectfully request entry of an Order in the form attached hereto as **Exhibit “B”** (i) approving the rejection of the Contracts and Leases effective as of the

Petition Date, and (ii) granting such other relief as is just and proper.

Dated: February 6, 2023

Respectfully submitted,

BERGER SINGERMANN LLP
*Proposed Counsel for the Debtors and
Debtors-in-Possession*
1450 Brickell Avenue, Ste. 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: /s/ Paul Steven Singerman
Paul Steven Singerman
Florida Bar No. 378860
singerman@bergersingerman.com
Paul A. Avron
Florida Bar No. 50814
pavron@bergersingerman.com
Robin J. Rubens
Florida Bar No. 959413
rrubens@bergersingerman.com

EXHIBIT "A"
Omnibus Motion to Reject Executory Contracts
and Unexpired Leases as of the Petition Date

Debtor	Name and Address of Party to Lease/Contract	Description of Lease/Contract
Ocean Breeze Detox, LLC	<p>City of Pembroke Pines Attn: Jay Shechter, Community Svs. Director 301 NW 103rd Avenue Pembroke Pines, FL 33026</p> <p>Copy to:</p> <p>Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 E. Commercial Blvd., Suite 200 Ft. Lauderdale, FL 33308</p> <p>Copy to:</p> <p>City of Pembroke Pines District Administrator, District 10 201 W Broward Boulevard Ft. Lauderdale, FL 33301</p>	<p>Lease (combined) for properties located at 1301 Poinciana Drive Pembroke Pines, FL 33025</p> <p>8401 S Palm Drive Pembroke Pines, FL 33023</p> <p>1300 Hibiscus Drive Pembroke Pines, FL 33025</p>
Ocean Breeze Detox	<p>City of Pembroke Pines Attn: Jay Shechter, Community Svs. Director 301 NW 103rd Avenue Pembroke Pines, FL 33026</p> <p>Copy to:</p> <p>Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 E. Commercial Blvd., Suite 200 Ft. Lauderdale, FL 33308</p> <p>Copy to:</p> <p>City of Pembroke Pines District Administrator, District 10 201 W Broward Boulevard Ft. Lauderdale, FL 33301</p>	<p>Lease for property located at 8455 S Palm Drive Pembroke Pines, FL 33025</p>
Palm Beach Recovery, LLC d/b/a Family Recovery Specialists, Inc.	<p>Colross II, LLC 9485 Sunset Drive Suite A-115 Miami, FL 33173</p>	<p>Lease for property located at 9350 Sunset Drive #175 Miami, FL 33173</p>

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/Contract
Palm Beach Recovery, LLC	<p>Bolive, LLC 5805 SW 113th Street Miami, FL 33156 Attn: Alberto de Cardenas adcjr1968@gmail.com</p> <p>Copy to:</p> <p>Tenzer Arrieta PLLC 1001 Brickell Bay Drive Suite 1812 Miami, FL 33131 Attn: Alejandro M. Arrieta, Esq. aarrieta@tapllc.com</p> <p>Copy to:</p> <p>Drew Demers, Esq. Weiss Serota Helfman Cole & Bierman 1200 N. Federal Hwy. Suite 312 Boca Raton, FL 33342</p>	<p>Lease for property located at 1017-1021 North Olive Avenue West Palm Beach, FL 33401</p>
Palm Beach Recovery, LLC	<p>Dion Property Group, LLC 310 Tenth Street West Palm Beach, FL 33401 Attn: Kenneth B. Dion</p> <p>Copy to:</p> <p>Dion Property Group, LLC 901 North Olive Ave West Palm Beach, FL 33401</p> <p>Copy to:</p> <p>Dion Property Group, LLC 823 North Olive Ave West Palm Beach, FL 33401</p>	<p>Lease for property located at 310 10th Street West Palm Beach, FL 33401</p>

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/ Contract
Palm Beach Recovery, LLC	<p>314 10th Street Limited Partnership 901 Northpoint Parkway, Suite 200 West Palm Beach, FL 33407</p> <p>Copy to:</p> <p>Fox Rothschild LLP 222 Lakeview Avenue, Ste 700 West Palm Beach, FL 33401 Attn: Peter Blacklock</p> <p>Copy to:</p> <p>The Pastor Law Group Attn: Max B. Pastor 420 Lexington Avenue Suite 300 New York, NY 10170</p>	<p>Lease for property located at 314 10th Street West Palm Beach, FL 33401</p>
Breakthrough Living Recovery Community, LLC	<p>Yardbird Rental LLC 300 Delido Ct. Punta Gorda, FL 33950 skaroinvestments@gmail.com</p> <p>Copy to:</p> <p>Yardbird Rental LLC 3225 McLeod Drive Suite 100 Las Vegas, NV 89121</p>	<p>Lease for property located at 3705 South Olive Avenue West Palm Beach, FL 33405</p>
California Addiction Treatment Center, LLC	<p>Warren Family Limited Partnership PO Box 915 Rancho Santa Fe, CA 92067</p> <p>Copy to:</p> <p>Highway 111 Properties, LLC PO Box 915 Rancho Santa Fe, CA 92067</p> <p>Copy to:</p> <p>Eric T. Spped, Esq. c/o Orsi Arone Rothenburg Turner LLP 160 Gould Street, Ste. 320 Needham, MA 02494</p>	<p>Lease for property located at 70-115 Highway 111 Rancho Mirage, CA 92270</p>

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/Contract
Delphi Health Group, LLC	<p>588 E San Lorenzo Owner LLC c/o Wellness Real Estate Holdings LLC 9 East 8th Street New York, NY 10003 Attn: Jeffrey Bogino and Patrick Haynes jbogino@wellness-re.com; phaynes@wellness-re.com</p> <p>Copy to:</p> <p>588 E San Lorenzo Owner LLC c/o Wellness Real Estate Holdings LLC 30 East 9th Street Suite 3BB New York, NY 10003</p> <p>Copy to:</p> <p>Haynes and Boones, LLP 30 Rockefeller Plaza 26th Floor New York, NY 10112 Attn: Rebecca Landau, Esq.</p> <p>Copy to:</p> <p>Eric T. Speed, Esq. c/o Orsi Arone Rothebert Turner, LLP 160 Gould Street, Ste. 320 Needham, MA 02494</p>	<p>Lease for property located at 588 E San Lorenzo Road Palm Springs, CA 92264</p>
California Addiction Treatment Center, LLC	<p>Banning Real Estate, LLC c/o Delphi RE Holdings, LLC 1901 W Cypress Creek Road Suite 500 Ft. Lauderdale, FL 33309</p> <p>Copy to:</p> <p>Delphi RE Holdings LLC 3107 Stirling Road Ft. Lauderdale, FL 33312</p> <p>Copy to:</p> <p>Gail A. McQuilkin, Esq. Kozyak Tropin Throckmorton 2525 Ponce de Leon, 9th Floor Miami, FL 33134 gam@kttlaw.com</p>	<p>Lease for property located at 15986 S Highland Spring Avenue Banning, CA 92220</p>

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/Contract
Peak Health NJ, LLC	3500 Quakerbridge, LLC PO Box 3245 Hamilton, NJ 08619 Copy to: Stuart B. Dember, Esq. Fox Rothschild LLP Princeton Pike Corp. Center 997 Lenox Drive, Bldg. 3 Lawrenceville, NJ 08648	Lease for property located at 3500 Quakerbridge Road Hamilton, NJ 08619
Maryland House Detox, LLC	Camp Meade Investments I, LLC c/o Pinkard Properties, Agent 305 W Chesapeake Avenue Suite 503 Townson, MD 21204 Copy to: Lauren B. Ades, Esq. Pessin Katz Law, P.A. 901 Dulaney Valley Road Suite 500 Baltimore, MD 21204 lades@pklaw.com	Lease for property located at 817 S Camp Meade Road Linthicum, MD 21090
Delphi Behavioral Health Group, LLC	Joseph P. Day Realty Corp., as agent for 44 Court Street LLC 9 East 40th Street New York, NY 10016	Lease for property located at 44 Court Street, Ste. 908 New York, NY 10016

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/Contract
Defining Moment Recovery Community, LLC	<p>3030 Harbor LLC 1901 West Cypress Creek Road Suite 500 Ft. Lauderdale, FL 33309</p> <p>Copy to:</p> <p>EMD Realty Group, LLP 4620 N State Road 7 2nd Floor Lauderdale Lakes, FL 33319</p> <p>Copy to:</p> <p>Gail A. McQuilkin, Esq. Kozyak Tropin Throckmorton 2525 Ponce de Leon Blvd., 9th FL Miami, FL 33134 gam@kttlaw.com</p>	<p>Lease for property located at 3030 Harbor Drive Fort Lauderdale, FL 33316</p>
Palm Beach Recovery, LLC	<p>18307 Boys Ranch Road Owner LLC c/o Wellness Real Estate Holdings LLC 30 East 9th Street Suite 3BB New York, NY 10003</p> <p>Copy to:</p> <p>Haynes and Boone, LLP 30 Rockefeller Plaza 26th Floor New York, NY 10012 Attn: Rebecca Landau, Esq.</p> <p>Copy to:</p> <p>Bernard P. Grondin, Esq. Dana Dombey, Esq. McDermott Will & Emery LLP 333 Avenue of the Americas Suite 4500 Miami, FL 33131</p>	<p>Lease for property located at 18307-18121 Boys Ranch Road Altoona, FL 32702</p>

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Debtor	Name and Address of Party to Lease/Contract	Description of Lease/ Contract
Palm Beach Recovery, LLC	Harmony Hills Behavioral Health, LLC 14280 S. Military Trail P.O. Box 6703 Delray Beach, FL 33482 Copy to: Samuel Winikoff Beighley, Myrick, Udell & Lynne, P.A. 2385 Executive Center Drive, Suite 250 Boca Raton, FL 33431 Copy to: Gail A. McQuilkin, Esq. Kozyak Tropin Throckmorton 2525 Ponce de Leon Blvd., 9th FL Miami, FL 33134	Sublease for property located at 18307-18121 Boys Ranch Road Altoona, FL 32702 ¹

¹On September 14, 2020, Delphi Health Holdings LLC entered into a sublease with Harmony Hills Behavioral Health, LLC regarding a sublease of the property located at 18307-18121 Boys Ranch Road, Altoona ("Sublease"). The Sublease was assigned via a Third Amendment to and Assignment and Assumption of Lease by Delphi Health Holdings, LLC to Palm Beach Recovery, LLC. The rejection of the primary lease as between Palm Beach Recovery, LLC (lessee) and 18307 Boys Ranch Road Owner, LLC necessarily effectuates a rejection of Palm Beach Recovery, LLC's Sublease with Harmony Hills Behavioral Health, LLC. *See Chatlos Sys., Inc. v. Kaplan*, 147 B.R. 96, 100 (D. Del. 1992) (deeming rejected a sublease under a rejected primary lease "since the sublessee's rights in the property extinguish with those of the sublessor"), *aff'd sub nom. Chatlos Sys., Inc. v. Kaplan* (In re TIE Commc'ns, Inc.), 998 F.2d 1005 (3d Cir. 1993) (table); *In re J.T. Moran Financial Corp.*, 124 B.R. 924, 925 (Bankr. S.D.N.Y. 1991) ("The creation of a sublease depends upon the continuing viability of a prime lease, so that the rejection of the prime lease also results in the rejection of the sublease."). Nevertheless, in an abundance of caution, if the Court were to conclude that rejection of the primary lease with 18307 Boys Ranch Road Owner, LLC does not automatically result in the rejection of the Sublease with Harmony Hills Behavioral Health, LLC, the Debtors include the Sublease among the unexpired leases being rejected by way of this Motion.

Debtor Name	Title of Executory Contract	Name of the Counterparty/ies	Address1	Address2	City	State	Zip
Ocean Breeze Detox	Preventive Maintenance Agreement	Don Hillman Inc	1714 W State Road 84		Fort Lauderdale	FL	33315
Breakthrough Living Recovery Community, LLC	Biomedical Waste Service Agreement	All Points Medical Waste	505 SE Central Parkway		Stuart	FL	34994
California Addiction Treatment Center, LLC	AMENDMENT II TO THE MENTAL HEALTH PARTICIPATING HOSPITAL/FACILITY AGREEMENT	Anthem Blue Cross	21555 Oxnard Street	8B	Woodland Hills	CA	91367
California Addiction Treatment Center, LLC	Mental Health Participating Hospital/Facility Agreement	Anthem Blue Cross	21555 Oxnard Street	8B	Woodland Hills	CA	91367
California Addiction Treatment Center, LLC	Cigna Rate Increase	Connecticut General Life Insurance Company	400 North Brand Boulevard		Glendale	CA	91203
California Addiction Treatment Center, LLC	Institutional Services Agreement	Connecticut General Life Insurance Company	400 North Brand Boulevard		Glendale	CA	91203
California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	Anthem Blue Cross	21555 Oxnard Street	8B	Woodland Hills	CA	91367
California Addicton Treatment Center DVR	Network Services Agreement	Truusight, LLC	615 S. College St	Floor 10	Charlotte	NC	28202
California Addiction Treatment Center	4 Your Choice EPO/PPO Ancillary Service Provider Agreement	4 Your Choice Inc.	301 E Hospitality Lane		San Bernardino	CA	92423
California Addiction Treatment Center	FACILITY SERVICE AGREEMENT	Behavioral Healthcare Options. Inc.	PO Box 36040		Las Vegas	NV	89133-6040
California Addiction Treatment Center, LLC	Landscape Maintenance Proposal Summary	Artistic Maintenance, Inc	P. O. Box 1569		Lake Forest	CA	92609
California Addiction Treatment Center, LLC / Desert View Recovery	MPI Participating Facility Agreement	MultiPlan, Inc.	Service Operations Department	16 Crosby Drive	Bedford	MA	01730
California Highlands Addiction Treatment	Order Form	Zencharts	7777 Glades Rd.	Suite 100	Boca Raton	FL	33496
California Highlands Addiction Treatment	Individual/Facility Provider Agreement	Holman Professional Counseling Centers	PO Box 8011		Canoga Park	CA	91309
California Vistas Addiction Treatment, LLC	Mental Health Participating Hospital/Facility Agreement	Anthem Blue Cross	21555 Oxnard Street	8B	Woodland Hills	CA	91367
California Vistas Addiction Treatment, LLC	Mental Health Participating Hospital/Facility Agreement	Anthem Blue Cross	21555 Oxnard Sreet	8B	Woodland Hills	CA	91367
California Vistas Addiction Treatment, LLC	Individual/Facility Provider Agreement	Holman Professional Counseling Centers	PO Box 8011		Canoga Park	CA	91309
California Vistas Addiction Treatment, LLC	MPI Participating Facility Agreement	MultiPlan, Inc.	Service Operations Department	16 Crosby Drive	Bedford	MA	01730
California Vistas Addiction Treatment, LLC	Network Services Agreement	Truusight, LLC	615 S. College St	Floor 10	Charlotte	NC	28202
California Vistas Addiction Treatment, LLC	Facility Participation Agreement	US Behavioral Health Plan	425 Market Street	14th Floor	San Francisco	CA	94105
Defining Moment Recovery Community, LLC	Elevator Preventative Maintenance Agreement	Motion Elevator, Inc.	5915 Park Drive		Margate	FL	33063
Delphi Behavioral Health Group	Agreement	Diamond Group Consultants	4712 Poe Avenue		Woodland Hills	CA	91364
Delphi Behavioral Health Group	Service Order	JobTarget LLC	600 Summer Street	5th Floor	Stamford	CT	06901
Delphi Behavioral Health Group	Facility Staffing Agreement	Maxim Healthcare Staffing Services, Inc.	5030 Camino De La Siesta		San Diego	CA	92108

Delphi Behavioral Health Group	Engagement Agreement	GuideCap Partners LLC	750 N. Saint Paul Street	Suite 1600	Dallas	TX	75201
Delphi Behavioral Health Group	Independent Contractor Agreement	Marissa McGinnis	501 Wood Street		Baltimore	MD	21225
Delphi Behavioral Health Group	Memorandum of Understanding	Yoga 4 Change (Michelle LeClair)	2020 Copper Creek Drive	Unit D	Fleming Island	FL	32003
Delphi Behavioral Health Group	Medical Staffing Agreement	Brightstar Care	Attn: Ryan Guzzino, 3P Health, LLC	6 North Park Dr., Ste 110	Hunt Valley	MD	21030
Delphi Behavioral Health Group	Home Improvement Contract	Ironclad Impact Windows and Doors	3701 SW 47th Ave	Suite 106	Davie	FL	33314
Delphi Behavioral Health Group, LLC	Amendment No. 1 to the Physician Employment Agreement dated	Aleksandr Kaipov	220 Three Islands Blvd	#108	Hallandale Beach	FL	33009
Delphi Behavioral Health Group, LLC	Equipment Lease Agreement	Pitney Bowes Inc.	27 Waterview Dr		Shelton	CT	06484
Delphi Behavioral Health Group, LLC	Equipment Lease Agreement	Pitney Bowes Inc.	PO Box 981022		Boston	MA	02298-1022
Delphi Behavioral Health Group, LLC	Retainer Agreement	Akerman	98 SE 7th St	Suite 1100	Miami	FL	33131
Delphi Behavioral Health Group, LLC	Medical Services Agreement	CARMAhealth, PA	150 E Sample Road	Suite 320	Pompano Beach	FL	34994
Delphi Behavioral Health Group, LLC	Traveling Healthcare Professionals Staffing Agreement	Management Health Systems, LLC dba MedPro Healthcare Staffing	1580 Sawgrass Corporate Parkway	Suite 200	Sunrise	FL	33323
Delphi Behavioral Health Group, LLC	Memorandum of Understanding	Mulanada Sound Healing (Anukrama)	451 SW 203rd Ave		Pembroke Pines	FL	33029
Delphi Behavioral Health Group, LLC	Contract Service	Copy Cat Copier Service	2411 NW 16th Lane	#7	Pompano Beach	FL	33064
Delphi Behavioral Health Group, LLC	Billing Services Agreement and Amendments	Infinity Behavioral Health Services, LLC -	4260 N State Rd 7	Ste 200	Lauderdale Lakes	FL	33319
Delphi Behavioral Health Group, LLC	Billing Services Agreement and Amendments	Infinity Behavioral Health Services, LLC -	2901 Stirling Rd	Ste 300	Fort Lauderdale	FL	33312
Delphi Behavioral Health Group, LLC	Traveling Healthcare Professionals Staffing Agreement	MedPro/Management Health Systems, LLC	1580 Sawgrass Corporate Parkway	Suite 200	Sunrise	FL	33323
Delphi Behavioral Health Group, LLC	Commercial Services Agreement	Orkin Pest Control	3540 NW 56th St	Ste 208	Fort Lauderdale	FL	33309
Delphi Behavioral Health Group, LLC	Dining Service Management Agreement	Unidine Corporation	1000 Washington Street, Suite 510	Attn: Richard B. Schenkel, President and CEO	Boston	MA	02118
Delphi Behavioral Health Group, LLC	Dining Service Management Agreement	Unidine Corporation	1000 Washington Street, Suite 510	Attn: Legal Department	Boston	MA	02118
Delphi Behavioral Health Group, LLC	Service Agreement	Videau, LLC	1187 Falling Circle Ct		Winter Psrings	FL	32708
Delphi Behavioral Health Group, LLC	Independent Contractor Agreement	Your Dietitian For Life / Cara Axelrod	8040 SW 18th Place		Davie	FL	33324
Delphi Behavioral Health Group, LLC	Independent Contractor Professional Services Agreement	Paul Frank Giannandrea	1300 York Road	300	Lutherville-Timonium	MD	21093
Delphi Behavioral Health Group, LLC	Employment Agreement	Caroline Peredes					
Delphi Behavioral Health Group, LLC	Employment Agreement	Mary O'Neil					
Delphi Behavioral Health Group, LLC	Employment Agreement	Natalie McCoy					
Delphi Behavioral Health Group, LLC	Employment Agreement	Travis Henderson					
Delphi Behavioral Health Group, LLC	Employment Agreement	Andrew Stiner					

Delphi Group	Link Building Program	PureLinq	587 Main Street	Suite 200	New York Mills	NY	13417
Delphi Health Group	Comcast Business Service Order	Comcast Business	PO Box 71211		Charlotte	NC	28272-1211
Delphi Health Group, LLC	Proposal & Contract	Complete Pool Services, Inc	16084 Tamating Terrace		Chino Hills	CA	91709
Delphi Health Group, LLC	Employment Agreement	Anthony Cibene					
Delphi Health Group, LLC	Statement of Work	Atlantix Partners	800 Corporate Drive	Ste 102	Fort Lauderdale	FL	33334
Delphi Health Holdings, LLC	Agreement to Provide Services	BDO USA, LLP	100 SE 2nd Street	Miami Tower-17th Floor	Miami	FL	33131
Delphi Intermediate HealthCo, LLC	Engagement and Conflict Waiver Letter for Legal Services	DLA Piper	1251 Avenue of the Americas	27th Floor	New York	NY	10020-1105
Delphi Intermediate HealthCo, LLC	Employee Retention Credit Services	Tax Credit Co., LLC	Attn: Michael Orton	12735 Morris Road	Alpharetta	GA	30004
Delphi RE Holdings	Design and Construction Drawing Agreement	Creative Heights Designs Inc	43475 Business Park Drive		Temecula	CA	92590
Desert View Recovery	Individual/Facility Provider Agreement	Holman Professional Counseling Centers	PO Box 8011		Canoga Park	CA	91309
Desert View Recovery Community, LLC	Security Sale and Services Retail Installment Contract	Alliance Protection	45-130 Golf Center Parkway	Suite A	Indio	CA	92201
Family Recovery Specialists	Financing Contract	Marlin Capital Solutions	PO Box 13604		Philadelphia	PA	19101-3604
Family Recovery Specialists	Document Shredding Service Agreement	All Points Mobile Shredding	P.O Box 1768		Stuart	FL	34995
Maryland House Detox, LLC	All Points Medical Waste - Waste Service Agreement	All Points Medical Waste	505 SE Central Parkway		Stuart	FL	34994
Maryland House Detox, LLC	Document Shredding Service Agreement	All Points Mobile Shredding	P.O Box 1768		Stuart	FL	34995
Maryland House Detox, LLC		Capital Landscaping, LLC	PO Box 1015		Glen Burnie	MD	21060
Maryland House Detox, LLC	Customer Service Agreement	UniFirst	68 Jonspin Road		Wilmington	MA	01887
Maryland House Detox, LLC	Standing Rate Agreement	MultiPlan, Inc.	Service Operations Department	16 Crosby Drive	Bedford	MA	01730
Maryland House Detox, LLC c/o Delphi Behavioral Health Group	Agreement	Cockey's Enterprises, Inc.	PO Box 126		Stevenson	MD	21153
Michelle Delucien - FRS	Pest Control Service Plan	Terminix	12015 SW 144th St		Miami	FL	33186-6108
Ocean Breeze Detox	Equipment Lease Agreement	Pitney Bowes Inc.	27 Waterview Dr		Shelton	CT	06484
Ocean Breeze Detox	Equipment Lease Agreement	Pitney Bowes Inc.	PO Box 981022		Boston	MA	02298-1022
Ocean Breeze Detox LLC	Master Service Agreement	Nitel Inc	350 N. Orleans St	Ste 1300 N	Chicago	IL	60654
Ocean Breeze Detox, LLC	Biomedical Waste Service Agreement	All Points Medical Waste	505 SE Central Parkway		Stuart	FL	34994
Ocean Breeze Detox, LLC	Biomedical Waste Service Agreement	All Points Medical Waste	505 SE Central Parkway		Stuart	FL	34994
Ocean Breeze Detox, LLC	Contract Service	Copy Cat Copier Service	2411 NW 16th Lane	#7	Pompano Beach	FL	33064
Ocean Breeze Detox, LLC	Pharmaceutical Products and Services Agreement	Guardian Pharmacy of Southeast Florida, LLC	354 SW 12th Avenue	Bldg 7	Deerfield Beach	FL	33442
Ocean Breeze Detox, LLC	Pharmaceutical Products and Services Agreement	Guardian Pharmacy of Southeast Florida, LLC	Attn: Alan Traster, President	6100 Broken Sound Parkway NW, Ste 1	Boca Raton	FL	33487
Ocean Breeze Detox, LLC	Pharmaceutical Products and Services Agreement	Guardian Pharmacy of Southeast Florida, LLC	Attn: General Counsel	171 17th Atreet NW, Ste 1400	Atlanta	GA	30363
Ocean Breeze Detox, LLC	Residential Agreement	Vector Security	2000 Ericsson Drive		Warrendale	PA	15086

Ocean Breeze Detox, LLC	Service Agreement	Waste Pro	17302 Pines Blvd	Attn: David Perez, Juan Compress, Territory Managers	Pembroke Pines	FL	33029
Ocean Breeze Detox, LLC	Service Agreement	Waste Pro	PO Box 947223		Atlanta	GA	30394-7223
Ocean Breeze Detox, LLC	Service Agreement	Waste Pro	2101 West SR 434, Ste 315	Attn: Corporate Counsel	Longwood	FL	32779
Ocean Breeze Recovery LLC / Pathway to Hope / Ocean Breeze Detox, LLC	MPI Participating Facility Agreement	MultiPlan, Inc.	Service Operations Department	16 Crosby Drive	Bedford	MA	01730
Ocean Breeze Recovery, LLC	Records Services Agreement	Kipu Systems LLC	444 Brickell Avenue	Suite 850	Miami	FL	33131
Palm Beach Institute	Pharmaceutical Products and Services Agreement	Guardian Pharmacy of Southeast Florida, LLC	354 SW 12th Avenue, Bldg 7	Attn: Alan Traster, President	Deerfield Beach	FL	33443
Palm Beach Institute	Pharmaceutical Products and Services Agreement	Guardian Pharmacy of Southeast Florida, LLC	Attn: General Counsel	171 17th Steet, Ste 1400	Atlanta	GA	30363
Palm Beach Recovery LLC	Equipment Lease Agreement	De Lage Landen Financial Service, Inc.	1111 Old Eagle School Road		Wayne	PA	19087
Palm Beach Recovery LLC	Equipment Lease Agreement	Dealers First Financial LLC	18 North Holland Street		Bellville	TX	77418
Palm Beach Recovery LLC	Equipment Lease Agreement	Pitney Bowes Inc.	27 Waterview Dr		Shelton	CT	06484
Palm Beach Recovery LLC	Equipment Lease Agreement	Pitney Bowes Inc.	PO Box 981022		Boston	MA	02298-1022
Palm Beach Recovery, LLC / Family Recovery Specialists	Standing Rate Agreement	MultiPlan, Inc.	Service Operations Department	16 Crosby Drive	Bedford	MA	01730
Union Fresh Start	Service Agreement	Stericycle	4010 Commercial Ave		Northbrook	IL	60062
Union Fresh Start	Service Agreement	Stericycle	28161 N. Keith Drive		Lake Forest	IL	60045

EXHIBIT “B”

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11 Cases

DELPHI BEHAVIORAL HEALTH
GROUP, LLC, *et al.*,¹

Case No. 23-_____

(Joint Administration Pending)

Debtors.

**ORDER GRANTING DEBTORS' EMERGENCY OMNIBUS MOTION
TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED**

¹ The address of the Debtors is 1901 West Cypress Creek Road, Suite 500, Fort Lauderdale, FL 33309. The last four digits of the Debtors' federal tax identification numbers are: (i) Delphi Behavioral Health Group, LLC (2076), (ii) 61 Brown Street Holdings, LLC (0007), (iii) Aloft Recovery LLC (6674), (iv) Banyan Recovery Institute, LLC (6998), (v) Breakthrough Living Recovery Community, LLC (5966), (vi) California Addiction Treatment Center LLC (7655), (vii) California Vistas Addiction Treatment LLC (8272), (viii) DBHG Holding Company, LLC (6574), (ix) Defining Moment Recovery Community, LLC (3532), (x) Delphi Health BuyerCo, LLC (2325), (xi) Delphi Health Group, LLC (0570), (xii) Delphi Intermediate HealthCo, LLC (6378), (xiii) Delphi Management LLC (6474), (xiv) Desert View Recovery Community, LLC (7437), (xv) DR Parent, LLC (2700), (xvi) DR Sub, LLC (8183), (xvii) Las Olas Recovery LLC (9082), (xviii) Maryland House Detox, LLC (1626), (xix) New Perspectives, LLC (0508), (xx) Next Step Housing LLC (6975), (xxi) Ocean Breeze Detox, LLC (7019), (xxii) Ocean Breeze Recovery, LLC (9621), (xxiii) Onward Living Recovery Community, LLC (4735), (xxiv) Palm Beach Recovery, LLC (4459), (xxv) Peak Health NJ, LLC (7286), (xxvi) QBR Diagnostics, LLC (7835), (xxvii) Rogers Learning, LLC (1699), (xxviii) SBH Haverhill, LLC (0971), (xxix) SBH Union IOP LLC (4139), (xxx) Summit at Florham Park, LLC (8226), (xxxi) Summit Behavioral Health Limited Liability Company (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start LLC (6841).

NON-RESIDENTIAL REAL PROPERTY LEASES AS OF THE PETITION DATE

THIS MATTER having come before the Court for a hearing on _____, 2023, at _____.m. in Fort Lauderdale, Florida upon the *Debtors' Emergency Omnibus Motion to Reject Executory Contracts and Unexpired Non-Residential Real Property Leases, Effective as of the Petition Date* [ECF No. ____] (the "Motion") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"). The Motion seeks authority to reject the Contracts² and Leases identified on **Exhibit A** to the Motion, effective as of the Petition Date. The Court has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). The relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors. Proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary. Upon review of the record before the Court, good and sufficient cause exists to grant the relief requested, as provided herein. Accordingly, based on the entire record of the hearing on the Motion, it is

ORDERED that:

1. The Motion is **GRANTED** as provided herein.
2. The Debtors' rejection of the Contracts and Leases will benefit the estates, and is a decision made well within the scope of the Debtors' business judgment.
3. The Debtors' rejection of the Contracts and Leases is **APPROVED** pursuant to 11 U.S.C. § 365(a), effective as of the February 6, 2023.
4. **ANY PROOF OF CLAIM FOR DAMAGES ARISING FROM THE REJECTION MUST BE FILED WITH THE COURT ON OR BEFORE THE LATEST OF: (I) THE TIME FOR FILING A PROOF OF CLAIM PURSUANT TO**

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

BANKRUPTCY RULE 3003(c)(3); (II) 30 DAYS AFTER THE ENTRY OF THE ORDER COMPELLING OR APPROVING THE REJECTION OF THE CONTRACT OR LEASE; OR (III) 30 DAYS AFTER THE EFFECTIVE DATE OF THE REJECTION OF THE CONTRACT OR LEASE.

5. The Court retains jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

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Submitted by:
Paul Steven Singerman, Esq.
BERGER SINGERMAN LLP
1450 Brickell Avenue, Ste. 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340
Email: singerman@bergersingerman.com

(Attorney Singerman is directed to serve this order upon all non-registered users who have yet to appear electronically in this case and file a conforming certificate of service.)