

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. 23-10945-PDR

(Jointly Administered)

Debtors.

/

NOTICE OF FILING OF SECOND PLAN SUPPLEMENT

PLEASE TAKE NOTICE, the above-referenced Debtors filed the (i) *Debtors' Amended Joint Plan of Liquidation* [Docket No. 313] (as may be amended, supplemented, restated, or modified from time to time, and together with the Plan Supplement, the "Plan") and (ii) *Disclosure Statement for Debtors' Amended Joint Plan of Liquidation* [Docket No. 314] (as may be amended, supplemented, restated, or modified from time to time, the "Disclosure Statement").

PLEASE TAKE FURTHER NOTICE that the Plan and the Disclosure Statement contemplate the submission of certain information and documents in advance of the hearing on confirmation of the Plan currently scheduled for May 15, 2023 (the "Confirmation Hearing").

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).

PLEASE TAKE FURTHER NOTICE that the Debtors filed the *Notice of Filing of Initial Plan Supplement* on April 28, 2023 (the “Initial Plan Supplement”) [ECF No. 512].

PLEASE TAKE FURTHER NOTICE that the Debtors have proposed Joseph J. Luzinski of Development Specialists, Inc., as the Liquidating Trustee. The Debtors are finalizing negotiations with respect to the engagement letter for the proposed Liquidating Trustee and the proposed engagement letter will be filed under a notice of filing prior to the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby provide the following additional information: pursuant to prior authorizations of the Court, as set forth in the Sale Order² and the Bidding Procedures Order,³ the Debtors will decide after the Confirmation Hearing and before the Effective Date⁴ of the Plan which of the Available Contracts⁵ referenced in the following three Assumption Notices⁶ previously filed with the Court, as may be supplemented, will become Assumed Contracts⁷ pursuant to the Assumption and Assignment Procedures⁸ set forth in the Bidding Procedures Order and the Sale Order, and may be assumed by the Debtors and assigned by

² See Order Granting Debtors’ Motion for Entry of an Order (I) Approving Stalking Horse Bid Agreement and Authorizing the Sale of Certain Assets of the Debtors Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of All Claims and Liens Except for Permitted Liens, Encumbrances and Assumed Liabilities, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [ECF No. 305] (the “Sale Order”).

³ See Order Granting Debtors’ Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors’ Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Approving a Deadline for Interested Parties to Submit Bids to Purchase Any of the Debtors’ Remaining Assets Which Are Not Purchased Assets Subject to the Stalking Horse Bid Agreement, and (VIII) Granting Related Relief [ECF No. 191] (the “Bidding Procedures Order”).

⁴ As such term is defined in the Plan, Art. XI.

⁵ As such term is defined in the Bidding Procedures Order, ¶ 21, and in the Staking Horse Bid Agreement (as such term is defined in the Sale Order), Art.I (Definitions).

⁶ As such term is defined in the Bidding Procedures Order, ¶ 21 and the Staking Horse Bid Agreement (as such term is defined in the Sale Order), Art.I (Definitions); § 2.5(e).

⁷ As such term is defined in the Staking Horse Bid Agreement (as such term is defined in the Sale Order), Art.I (Definitions); § 2.5(a).

the Debtors to the Purchaser⁹ on the date of the Sale¹⁰ closing: (i) *Notice of Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed and Assigned in Connection with Sale of Debtors' Assets* [ECF No. 193] (the “Original Assumption Notice”); (ii) *Supplemental Notice of Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed and Assigned in Connection with Sale of Debtors' Assets* [ECF No. 341] (the “First Supplemental Assumption Notice”); and (iii) *Second Supplemental Notice of Assumption and Cure Amount with Respect to Executory Contracts or Unexpired Leases Potentially to be Assumed and Assigned in Connection with the Sale of the Debtors' Assets* [ECF No. 413] (the “Second Supplemental Assumption Notice” and together with the Original Assumption Notice and the First Supplemental Assumption Notice, collectively, the “Assumption Notices”).¹¹ The Assumption Notices are attached hereto as **Exhibit “A”**.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit “B”** is a revised Exhibit “B” to the Plan (“Non-Exclusive List of Insider Avoidance Actions Targets and Insider Avoidance Actions”).

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit “C”** is a list of an additional prepetition Executory Contract that the Debtors may seek to assume, or to assume and assign, or reject, on the Effective Date of the Plan, or alternatively, will reject upon the Effective Date of the Plan in accordance with the terms of the Plan.

⁸ As such term is defined in the Bidding Procedures Order, ¶ 20.

⁹ As such term is defined in the Sale Order, p. 4.

¹⁰ As such term is defined in the Sale Order, p. 3.

¹¹ Each of the Available Contracts referenced on the Assumption Notices is incorporated herein by reference.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right to alter, amend, modify, or supplement any of the information or documents contained in this, or any amended, Plan Supplement.

Dated: May 9, 2023

BERGER SINGERMAN LLP

Counsel for the Debtors and Debtors-in-Possession

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By: /s/ Christopher Andrew Jarvinen

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Exhibit “A”

Assumption Notices

Exhibit “A-1”

Original Assumption Notice

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. 23-10945-PDR

(Jointly Administered)

Debtors.

**NOTICE OF ASSUMPTION AND CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE
ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS**

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

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order Granting Debtors' Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Approving a Deadline for Interested Parties to Submit Bids to Purchase Any of the Debtors' Remaining Assets Which Are Not Purchased Assets Subject to the Stalking Horse Bid Agreement, and (VIII) Granting Related Relief* [ECF No. 191] (the

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, LLC (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start, LLC (6841).

“Bidding Procedures Order”)² entered by the United States Bankruptcy Court for the Southern District of Florida (the “Court”) on March 7, 2023, three of the above-captioned, affiliated, debtors and debtors-in-possession (each, a “Seller” and collectively, the “Sellers”, and together with the remaining affiliated, debtors and debtors-in-possession, collectively, the “Debtors”), have entered into an *Asset Purchase Agreement*, dated February 19, 2023 [ECF No. 111] (the “Stalking Horse Bid Agreement”) with Delphi Lender AcquisitionCo LLC (together with each of its permitted successors, assigns and designees, the “Stalking Horse Bidder”), DR Parent, LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Parent”), and Brightwood Loan Services LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Administrative Agent”), for the (the “Sale”) of three of the Debtors’ inpatient and outpatient substance use disorder treatment facilities (each, a “SUD” and collectively, the “SUDs”) located in Massachusetts and New Jersey, identified on Schedule 1 hereof, and all related assets (collectively, the “Purchased Assets”), subject to a competitive bidding process as set forth in the Bidding Procedures Order.

2. Copies of (i) the Motion, (ii) the Stalking Horse Bid Agreement, (iii) the proposed Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtors at either (i) the Interim Chief Executive Officer, c/o Getzler Henrich & Associates LLC, 295 Madison Avenue, 20th Floor, New York, New York 10017 (Attn: Edward A. Phillips, ephillips@getzlerhenrich.com), or (ii) *the bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)).

3. The Debtors hereby provide notice of their intent to potentially assume and assign the prepetition executory contracts or unexpired leases (collectively, the “Available Contracts”) listed on Exhibit “A” hereto to the Stalking Horse Bidder or the Successful Bidder, as the case may be. The inclusion of any executory contract or unexpired lease on Exhibit “A” hereto does not require or guarantee that such executory contract or unexpired lease will be assumed or assigned (i.e., be an Assumed Contract under the Stalking Horse Bid Agreement), or that said contact or lease is executory, and all rights of the Debtors with respect thereto are reserved.

4. Pursuant to the terms of the Stalking Horse Bid Agreement (or any asset sale and purchase agreement that the Debtors may enter into with the Successful Bidder), the Debtors may seek to assume and assign one or more of the Available Contracts to the Stalking Horse Bidder or the Successful Bidder, as the case may be, subject to approval at the hearing proposed to be held at **10:00 a.m. (prevailing Eastern Time) on March 28, 2023** (the “Sale Hearing”) before the Court. On the date of the closing of the transactions contemplated by the Stalking Horse Bid Agreement (the “Closing Date”), or as soon thereafter as is reasonably practicable, the Debtors will pay the amount the Debtors’ records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit A hereto (the “Cure Amount”). The Debtors’ records reflect that all post-petition amounts owing under the Available Contracts have been paid and will continue to be paid until the assumption and assignment of the Available Contracts (i.e., if an Available Contract becomes

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them, as applicable, in the Bidding Procedures Order, the Motion (as defined in the Bidding Procedures Order) or the Stalking Horse Bid Agreement (as defined in the Bidding Procedures Order).

an Assumed Contract) and that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.

5. **Objections, if any, to the Cure Amount or to the assumption and assignment of an Available Contract to the Stalking Horse Bidder or a different Successful Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder or a different Successful Bidder (collectively, a “Contract Objection”), must: (a) be in writing; (b) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted to be required; (c) include appropriate documentation thereof; (d) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (e) be filed with the Court on or before 4:00 p.m. (prevailing Eastern Time) on March 21, 2023 (the “Contract Objection Deadline”); and (e) be served, so as to be received the same day as the objection is filed, upon: (1) *the Debtors*, c/o (i) Interim Chief Executive Officer, c/o Getzler Henrich & Associates LLC, 295 Madison Avenue, 20th Floor, New York, New York 10017 (Attn: Edward A. Phillips, ephillips@getzlerhenrich.com) and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)); (2) *counsel for (i) the Administrative Agent for the Prepetition Lenders, (ii) the Administrative Agent for the DIP Lenders, and (iii) the Stalking Horse Bidder*, King & Spalding LLP, 1185 Avenue of the Americas, 34th Floor, New York, New York 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com), Timothy M. Fesenmyer, Esq. (tfesenmyer@kslaw.com), and Robert Nussbaum, Esq. (rnussbaum@kslaw.com)); and (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130.**

6. **Objections, if any, related solely to the adequate assurance of future performance provided by the Successful Bidder, if the Successful Bidder is not the Stalking Horse Bidder, must be made prior to or at the Sale Hearing.**

7. If an objection to the assumption and assignment of an Available Contract is timely submitted in accordance with paragraphs 5 and 6 hereof, a hearing with respect to the objection will be held before the Court at the Sale Hearing, or as may be continued by the Debtors and noticed on the agenda filed on the docket, or such date and time as the Court may schedule. If no objection is timely received, the Non-Debtor Counterparty to the Available Contract will be deemed to have consented to the assumption and assignment of the Available Contract with the Cure Amount set forth herein and the Non-Debtor Counterparty will forever will be barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Available Contract, against the Debtors, the Stalking Horse Bidder, the Successful Bidder or the property of any of them in respect of the Available Contract.

8. Pursuant to Bankruptcy Code section 365, there is adequate assurance of future performance that the Cure Amount set forth in the Assumption Notice will be paid in accordance with the terms of the Stalking Horse Bid Agreement and the Sale Order. There is adequate assurance of the Stalking Horse Bidder’s future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking Horse Bidder. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Successful Bidder, and its willingness and ability

to perform under the Available Contracts to be assumed and assigned to it (i.e., the Assumed Contracts).

9. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under Bankruptcy Code section 365, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors. At the Stalking Horse Bidder's or the Successful Bidder's discretion, and provided the Debtors escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Available Contract(s) subjected to such Cure Amount shall, with the consent of the Stalking Horse Bidder or the Successful Bidder, be assumed and assigned to the Stalking Horse Bidder or the Successful Bidder at or following the closing of the Sale per the procedures set forth in Section 2.5 of the Stalking Horse Bid Agreement and the Sale Order.

10. **If no objection is timely received, the Cure Amount set forth in Exhibit "A" hereto will be controlling, notwithstanding anything to the contrary in any Available Contract or any other related document, and the Non-Debtor Counterparty to the Available Contract will be deemed to have consented to the Cure Amount for the purposes of the Sale and will be forever barred from asserting any other claims in respect of such Available Contract or the Cure Amount against the Debtors, the Stalking Horse Bidder, or the Successful Bidder (as appropriate), or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale or the Debtors' consummation of and performance under the Stalking Horse Bid Agreement (including the transfer of the Purchased Assets and the Assumed Contracts free and clear of all claims, liens, encumbrances, and interests), if authorized by the Court.**

11. **Unless a Non-Debtor Counterparty to any Available Contract files a timely Contract Objection to the assumption and assignment of the applicable Available Contract by the Stalking Horse Bidder or the other Successful Bidder, then such Non-Debtor Counterparty shall be deemed to have (i) consented to the assumption and assignment of the applicable Available Contract to the Stalking Horse Bidder or the other Successful Bidder with the Cure Amount set forth in the Assumption Notice and (ii) waived and released any and all other rights to object to the Cure Amount or the assumption and assignment of the Available Contract to the Stalking Horse Bidder or the other Successful Bidder.**

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12. Prior to the date of the closing of the Sale, the Debtors may amend their decision with respect to the assumption and assignment of any Available Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: March 7, 2023
Miami, Florida

BERGER SINGERMAN LLP

*Counsel for the Debtors and
Debtors-in-Possession*

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Miami, Florida 33131

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Schedule 1

SUDs in the Stalking Horse Bid

#	Debtor	Doing Business As (d/b/a)	Inpatient or Outpatient	Street Address	City	State	Zip Code
1	Union Fresh Start LLC	Serenity at Summit	Inpatient	1000 Galloping Hill Road	Union	NJ	07083
2	Summit Behavioral Health Limited Liability Company	Summit Behavioral Health	Outpatient	4065 Quakerbridge Road Suite 102	Princeton Junction	NJ	08550
3	SBH Haverhill, LLC	Serenity at Summit	Inpatient	61 Brown Street	Haverhill	MA	01830

Exhibit “A”

Available Contracts and Cure Amounts

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract / Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Delphi Behavioral Health Group, LLC	Equipment Rental Contract for Water Cooler Rentals - (recently acquired by Quench USA, Inc) - North East Facilities	Martin Leasing Corporation	300 Fellowship Road		Mount Laurel	NJ	08054	Equipment Lease Agreement	9/7/2018	
\$0	Delphi Behavioral Health Group	Schedule of Project	Stratokey Pty Ltd	Ste 2, Level 12, 86 Collins Street	Australia	Hobart	Tasmania	7000	Security Gateway/Encryption of Client Files	2/6/2018	
\$874	Summit Behavioral Health, LLC (SBHH)	AT&T Dedicated Internet Service Pricing Schedule	ACC Business	400 West Avenue	Attn: David Weisenberg	Rochester	NY	14611	Service Agreement	10/8/2020	david@pcmtelecom.com
\$0	Delphi Behavioral Health Group, LLC	Contract Amedment / Addendum - Pharmacy Services Agreement / Renewal	Advanced Pharmaceutical Consultants, Inc	P.O. Box 530365		Miami Shores	FL	33153-0365	Professional Services Agreement	7/1/2018	
\$1,669	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Preventive Maintenance Agreement	Air Control Mechanical	24 World's Fair Drive	Suite A	Somerset	NJ	08873	Service Agreement	9/1/2021	
\$0	Summit Behavioral Health Haverhill, LLC	Biomedical Waste Service Agreement	All Points Medical Waste	505 SE Central Parkway		Stuart	FL	34994	Service Agreement	12/20/2021	
\$1,561	Summit Behavioral Health Haverhill, LLC	Master Services Agreement 4/1/2022-3/31/2025	American Refrigeration Company	500 Research Drive	Attn: Nick Faxon, Dir of Service Ops	Wilmington	MA	01887	Service Agreement	4/1/2022	nfaxon@arc.cool
\$0	Delphi Behavioral Health Group, LLC	██████████ Agreement	██████████	██████████		West Orange	NJ	07052	Professional Services Agreement	3/1/2022	
\$0	Delphi Behavioral Health Group, LLC/DR Parent, LLC	Commercial Insurance Premium Finance and Security Agreement	BankDirect Capital Finance	150 North Field Drive, Ste 190		Lake Forest	Illinois	60045	Commercial Ins Financing	10/26/2022	
\$0	Delphi Behavioral Health Group	Participant Subscription Form	Clarity Group, Inc.	8601 W. Bryn Mawr	Ste 110	Chicago	IL	60631	Healthcare SafetyZone portal	4/1/2019	
\$0	Serenity at Summit NJ	Service Agreement	Crocket Consulting FL, LLC	323 SW 17th St.		Fort Lauderdale	FL	33315	Catering for Clients for UFS (Summit NJ)	1/27/2023	
\$7,445	Trupath	Consulting Services Agreement	Crocket Consulting FL, LLC	323 SW 17th St.		Fort Lauderdale	FL	33315	Culinary service for SBHH (Summit New England)	1/30/2023	
\$580	SBH Haverhill LLC	Plowing Agreement	D&J Landscaping LLC	P.O. Box 233		Merrimac	MA	01860	Service Agreement	12/1/2022	
\$1,319	Delphi Behavioral Health Group LLC	FedEx Transportation Services Agreement	Federal Express Corporation	PO Box 660481		Dallas	TX	75266-0481	Service Agreement	5/13/2020	

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract / Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Summit Behavioral Health Haverhill, LLC	Maintenance Agreement -Semi-Annual Service	FM Generator	P.O. Box 528		Canton	Ma	02021	Service Agreement	1/1/2021	
\$0	Delphi Behavioral Health Group, LLC	Google Ads Master Service Agreement	Google LLC	1600 Amphitheatre Pkwy		Mountain View	CA	94043	Service Agreement	10/18/2022	
\$26,254	Serenity at Summit	Enrollment Form	ImageFirst	300 Kuller Road		Clifton	NJ	07015	Service Agreement	12/5/2018	
\$12,225	Summit Behavioral Health	Service Agreement	IPPC Inc.	703 Ginesi Drive		Morganville	NJ	07751	Service Agreement	5/19/2014	
\$4,817	Delphi Health Group, LLC	Equipment Rental Contract for Water Cooler Rentals	Marlin Business Bank	2795 E Cottonwood Pkwy	Ste 120	Salt Lake City	UT	84121	Equipment Lease Agreement	8/21/2019	
\$0	Delphi Health Group, LLC	Equipment Rental Contract for Water Cooler Rentals	Marlin Business Bank	2795 E Cottonwood Pkwy	Ste 120	Salt Lake City	UT	84121	Equipment Lease Agreement	6/27/2019	
\$0	Delphi Health Group, LLC - NE	Equipment Rental Contract for Water Cooler Rentals	Marlin Business Bank	2795 E Cottonwood Pkwy	Ste 120	Salt Lake City	UT	84121	Equipment Lease Agreement	9/19/2019	
\$0	Delphi Health Group, LLC - SBHH	Equipment Rental Contract for Water Cooler Rentals	Marlin Business Bank	2795 E Cottonwood Pkwy	Ste 120	Salt Lake City	UT	84121	Equipment Lease Agreement	10/25/2019	
\$170	Delphi Behavioral Health Group	Subscription Order Form Agreement	Nexonia Inc.	2 St. Clair Avenue East	Suite 750	Toronto	ON	M4t 2T5	Service Agreement	1/9/2019	
\$0	Delphi Behavioral Health Group	NextStep License Agreement	NextStep Solutions Inc.	3201 University Blvd	Suite 250	Auburn Hills	MI	48326	Service Agreement	1/1/2018	
\$0	SBH Haverhill, LLC	Lease Agreement and Amendments	NWI Serenity Behavioral Hospital LLP	c/o NWI Healthcare Properties LP	180 Dundas Street West, Ste 1100	Toronto	ON	M5G 1Z8	Commercial Lease Agreement	12/3/2020	
\$0	SBH Haverhill, LLC	Lease Agreement and Amendments	NWI Serenity Behavioral Hospital LLP	TST Haverhill MOB, LLC	1000 Urban Center Drive, Ste 675	Birmingham	AL	35242	Commercial Lease Agreement	12/3/2020	<p>ADDITIONAL NOTICE PARTIES:</p> <p>Harrison Street Real Estate Capital, 444 West Lake Street, Suite 2100 Chicago, IL 60606 attn: Mark Burkemper</p> <p>Wallace Jordan Ratliff & Brandt LLC, 800 Shades Creek Parkway, Suite 400, Birmingham AL 35209 Attn: Michael J. Brandt</p> <p>DLA Piper, 444 West Lake Street, Suite 900, Chicago, IL 60606 Attn: Shari Helft Lennon</p>

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract / Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Delphi Behavioral Health Group	Estimate	Oracle NetSuite	2300 Oracle Way		Austin	TX	78741	Service Agreement	6/22/2022	
\$0	Summit Behavioral Health Haverhill, LLC	Contract Addendum - Modification of contract number NKL04159	Otis Elevator Company	915 holt Ave	Suite 5	Manchester	NH	03109	Service Agreement	6/22/2016	
\$0	Delphi Behavioral Health Group	Paylocity Corporation Full Bundle Subscription Term Agreement	Paylocity Corporation	3580 N. Wilke Road		Arlington Heights	IL	60004	Service Agreement	4/4/2018	
\$4,300	Serenity at Summit New England	Pharmacy Services Agreement	Pharmerica Corporation of America	805 N Whittington Parkway	Attn: Contracting	Louisville	KY	40222	Service Agreement	12/1/2021	
\$593	Serenity at Summit New England	Pharmacy Services Agreement	Pharmerica Corporation of America	805 N Whittington Parkway	Attn: Legal	Louisville	KY	40222	Service Agreement	12/1/2021	
\$0	Delphi Health Group	Podium Order Form	Podium Corporation, Inc.	1650 W. Digital Drive		Lehi	Utah	84043	Media Service	6/29/2021	
\$876	Summit Behavioral Health, LLC - Ste 102	Lease and Second Amendment to the Lease	Quakerbridge Investment Group	100 Federal City Road, Suite C-101	Attn: John Simone, Jr.	Lawrenceville	NJ	08648	Commercial Lease Agreement	6/5/2012	
\$0	Summit Behavioral Health, LLC - Ste 103	Fourth Amendment to Lease Expansion	Quakerbridge Investment Group	100 Federal City Road, Suite C-101		Lawrenceville	NJ	08648	Amendment to include Ste 103	2/2/2023	
\$10,925	Delphi Behavioral Health Group, LLC	Laboratory Services Agreement and First Agreement	Quest Diagnostics Clinical Laboratories, Inc.	1201 South Collegeville Road	Attn: Commercial Contracting	Collegeville	PA	19426	Service Agreement	8/1/2019	
\$0	Delphi Behavioral Health Group, LLC	Laboratory Services Agreement and First Agreement	Quest Diagnostics Clinical Laboratories, Inc.	500 Plaza Drive	Attn: General Counsel	Secaucus	NJ	07094	Service Agreement	8/1/2019	
\$0	Delphi Behavioral Health Group	Purchase Order	Salesforce, Inc.	Salesforce Tower	415 Mission Street, 3rd Floor	San Francisco	CA	94105	customer relationship management	5/1/2022	
\$991	Delphi Behavioral Health Group	Order Form	Scorebuddy	The Masonry, 151	156 Thomas St	Usher's Island	Dublin	D08 PY5E	Service Agreement	4/28/2022	
\$0	Union Fresh Start	Service Agreement	Stericycle	4010 Commercial Ave		Northbrook	IL	60062	Service Agreement	7/1/2019	
\$0	Union Fresh Start	Service Agreement	Stericycle	28161 N. Keith Drive		Lake Forest	IL	60045	Service Agreement	7/1/2019	
\$1,099	Summit Behavioral Health Haverhill, LLC	Service Agreement Effective Date 01/08/2021	Stericycle/Shred-it	1 Wall Street		Hudson	NH	03051	Service Agreement	1/8/2021	

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract / Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Union Fresh Start, LLC	Office Lease and Second Amendment	Union Medical Park, LLC	1680 Route 23	Suite 330	Wayne	NJ		Commercial Lease Agreement	9/1/2013	
\$5,621	Summit Behavioral Health Haverhill, LLC	Agreement is between Unitex Textile Services, LLC (Supplier) and Serenity at Summit	Unitex Textile Services, LLC	155 South Terrace Avenue		Mount vermont	NY	10550	Supply Agreement	10/27/2021	
\$0	Summit Behavioral Health Haverhill, LLC	Service Agreement	WIN Waste Innovations	90 Arboretum Dr	Suite 300	Postsmouth	NH	03801	Service Agreement	2/2/2022	
\$0	Summit Behavioral Health, LLC	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	6/13/2022	
\$0	Summit Behavioral Health, LLC	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	2/6/2022	
\$0	Summit Behavioral Health, LLC	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	4/10/2022	
\$0	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	4/23/2022	
\$0	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	5/29/2022	
\$0	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	9/7/2021	
\$0	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	9/7/2021	
\$0	Union Fresh Start, LLC (dba Serenity at Summit NJ)	Contract Invoice	Xerographic Document Solutions, Inc.	PO Box 128 Allentown			NJ	08501	Service Agreement	9/7/2021	
\$0	Delphi Behavioral Health Group, LLC	Yext Master Subscription Agreement SUBSCRIPTION SCHEDULE	Yext, Inc.	61 Ninth Avenue	Attn: General Counsel	New York	NY	10011	Service Agreement	12/9/2022	legal@yext.com
\$0	Delphi Behavioral Health Group, LLC	Group Agreement	Aetna Health Inc	1425 Union Meeting Road		Blue Bell	PA	19422	Service Agreement	7/1/2022	
\$0	Delphi Behavioral Health Group, LLC	Group hospital indemnity insurance policy	Aetna Life Insurance Company	151 Farmington Avenue		Hartford	CT	06156	Insurance Agreement	7/1/2022	

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract / Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Delphi Behavioral Health Group, LLC	Retirement Consulting Services Agreement	Creative Planning LLC	5454 W. 110th Street	Attn: Karen Prange	Overland Park	KS	66211	Service Agreement	1/1/2022	
\$0	Delphi Behavioral Health Group, LLC	Flores Master Agreement	Flores & Associates, LLC	1218 South Church Street		Charlotte	NC	28203	Professional Services Agreement	1/1/2021	
\$0	Delphi Behavioral Health Group, LLC	Agreement of Merger of Delphi Behavioral Health Group 401(k) Retirement Plan Into the EZ(k) Flex PEP	Plan Professionals, LLC	494 Sycamore Ave,		Shrewsbury	NJ	07702	Service Agreement	12/23/2022	
\$0	Delphi Behavioral Health Group, LLC	Defined Contribution Pre-Approved Plan_Plan Document_Signed	Pinnacle Financial Services Inc	220 Congress Park Dr.,	suite 200	Delray Beach	FL	33445	Service Agreement	12/23/2022	
\$0	Delphi Behavioral Health Group, LLC	AGREEMENT REGARDING MUTUAL RESPONSIBILITIES POOLED EMPLOYER PLAN	Plan Professionals, LLC dba NPPG Plan Professionals	494 Sycamore Ave,		Shrewsbury	NJ	07702	Service Agreement	11/1/2021	
\$0	Delphi Behavioral Health Group, LLC	NextStep License Agreement	NextStep Solutions Inc.	3201 University Blvd.	Suite 250	Auburn Hills	MI	48326	license agreement	1/30/2018	
\$0	Delphi Behavioral Health, Haverhill, LLC	Memorandum of Understanding	Steward Holy Family Hospital, LLC	140 Lincoln Avenue		Haverhill	MA	01830	emergency transfer agreement	2/15/2021	

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50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	MENTAL HEALTH CONSULTANTS, INC	MENTAL HEALTH CONSULTANTS, INC.	1501 Lower State Rd., Bldg. D, Suite 200	North Wales	PA	19454	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	MENTAL HEALTH CONSULTANTS, INC	MENTAL HEALTH CONSULTANTS, INC.	1501 Lower State Rd., Bldg. D, Suite 200	North Wales	PA	19454	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	Concern Behavioral & Management Solution	Concern Behavioral & Management Solution	25 Lindsley Dr Ste 100	Morristown	NJ	07960	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Concern Behavioral & Management Solution	Concern Behavioral & Management Solution	25 Lindsley Dr Ste 100	Morristown	NJ	07960	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	PRINCETON HEALTHCARE SYSTEM	Penn Medicine Princeton Health Princeton Employee Assistance Program	1000 Herrontown Road, The Clock Building	Princeton	NJ	08540	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	PRINCETON HEALTHCARE SYSTEM	Penn Medicine Princeton Health Princeton Employee Assistance Program	1000 Herrontown Road, The Clock Building	Princeton	NJ	08540	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	PRINCETON HEALTHCARE SYSTEM	Penn Medicine Princeton Health Princeton Employee Assistance Program	1000 Herrontown Road, The Clock Building	Princeton	NJ	08540	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	SAINT BARNABAS MANAGEMENT SERVICES, L.L.C	Saint Barnabas Management Services, LLC Attention: Network Management	1050 Galloping Hill Road, Suite 101	Union	NJ	07083	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	SAINT BARNABAS MANAGEMENT SERVICES, L.L.C.	David A. Mebane, Esq. Vice President for Legal Affairs Barnabas Health	95 Old Short Hills Road	Livingston	NJ	07039	
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention: Ancillary Contracting Department and Horizon Healthcare Services, Inc.	3 Penn Plaza East, PP-14N	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention : Corporate Secretary Horizon Healthcare Services, Inc.	3 Penn Plaza East, PP-16D	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Tufts	Tufts Associated Health Plans ATTN: Todd Whitecross, Vice President , Provider Contracting	705 Mt. Auburn Street PO BOX 9170	Watertown	MA	02471	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Modern Assistance Program	Modern Assistance Programs, Inc.	300 Congress St. Suite 104	Quincy	MA	02169	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	HMC HEALTHWORKS INC.	HMC Health Works, Inc. Attention: Provider Network Department	5840 Banneker Rd., Ste. 110	Columbia	MD	21044	INSURANCE PAYER AGREEMENT

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50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Indian Health Services	Micmac Health Dept. ATTN: PRC Dept.	8 Northern Road	Presque Isle	ME	04769	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	The State of New Jersey Department of Human Services/Division of Mental Health and Addiction Services (DMHAS)/Intoxicated Driving Program ("IDP") The Mercer County Intoxicated Driver Resource Center ("IDRC")	Intoxicated Driving Program ("IDP") atn: Dona Sinton, Acting Chief, IDP	PO Box 365, 5 Commerce Way	Hamilton	NJ	08625	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	The State of New Jersey Department of Human Services/Division of Mental Health and Addiction Services (DMHAS)/Intoxicated Driving Program ("IDP") The Mercer County Intoxicated Driver Resource Center ("IDRC")	Mercer County Intoxicated Driver Resource Center (IDRC) attn: Christina Bell	PO Box 7718, Ewing, NJ 08628	Ewing	NJ	08628	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Mental Health Participating Hospital/Facility Agreement	The Northeast Carpenters Health Fund	Northeast Carpenters Health Fund ATTN: Behavioral Health Department	Raritan Plaza II, P.O. Box 7818	Edison	NJ	08818	INSURANCE PAYER AGREEMENT
50	Summit Behavioral Health, LLC	Mental Health Participating Hospital/Facility Agreement	The Northeast Carpenters Health Fund	Northeast Carpenters Health Fund ATTN: Behavioral Health Department	Raritan Plaza II, P.O. Box 7818	Edison	NJ	08818	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	The Northeast Carpenters Health Fund	Northeast Carpenters Health Fund ATTN: Behavioral Health Department	Raritan Plaza II, P.O. Box 7818	Edison	NJ	08818	INSURANCE PAYER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Mental Health Participating Hospital/Facility Agreement	Mass Health	MassHealth Customer Service ATTN: Provider Enrollment	PO Box 121205	Boston	MA	02112-1205	INSURANCE PAYER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	MPI Participating Facility Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	118 Fifth Avenue	New York	NY	10006	REPRICER AGREEMENT
50	Summit Behavioral Health, LLC	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	123 Fifth Avenue	New York	NY	10011	REPRICER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	126 Fifth Avenue	New York	NY	10014	REPRICER AGREEMENT
50	SBH Haverhill, LLC dba Serenity at Summit New England	Facility Services agreement	First Health	First Health Group Corp. Attn: President	10260 Meanley Drive	San Diego	CA	92131	REPRICER AGREEMENT
50	Summit Behavioral Health, LLC	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Union Fresh Start, LLC dba Serenity at Summit New Jersey	Participating Facility Agreement	Community Care Network ("VA CCN") for the Department of Veterans Affairs ("VA") United Behavioral Health	VA CCN/Optum Behavioral Health ATTN: Network Contract Manager	P.O Box 9472	Minneapolis	MN	55440	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Services	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Tri State EAP, Inc.	Maryann Telesco, CASAC 2, LAP/C, NCAC 1 Substance Abuse Professional (DOT) Program Director / CEO/Tri-State EAP, Inc.,	16 Mt. Ebo Rd. South, Suite 14A-13	Brewster	NY	10509	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT

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50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Allied Health	Allied Trades Assistance Program , Attn: Heather Russell	4170 Woodhaven Road	Philadelphia	PA	19154	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Lower Hudson Valley EAP	Michael W. Popp. PhD, LCSW-R, CASA Program Director	3505 HILL BLVD. SUITE A.	YORKTOWN HEIGHTS	NY	10598	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Workforce Assistance Programs- MEMBERS ASSISTANCE PROGRAM	Workforce Assistance Programs , ATTN: Pat Mercora	177A East Main Street, Suite 161	New Rochelle	NY	10801	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Miccosukee Tribe of Indians of Florida	Miccosukee Health Dept.	P.O BOX 440021	MIAMI	FL	33144	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	Miccosukee Tribe of Indians of Florida	Miccosukee Health Dept.	P.O BOX 440021	MIAMI	FL	33144	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Miccosukee Tribe of Indians of Florida	Miccosukee Health Dept.	P.O BOX 440021	MIAMI	FL	33144	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Aetna	Aetna Behavioral Health	1425 Union Meeting Road PO Box 5	Blue Bell	PA	19422	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	UMR (PALM BEACH FIREFIGHTERS ONLY)	Palm Beach County Firefighters Employee Benefits Fund Attention: Insurance Representative	2328 South Congress Avenue, Suite 2C	West Palm Beach	FL	33406	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	Beacon Health Strategies, LLC	Attn: National Contracting Department	P.O. Box 41055	Norfolk	VA	23541	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	Beacon Health Strategies, LLC	Beacon Health Strategies, LLC	P.O. Box 989	Latham	NY	12110	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	MBHO Network Carisk Behavioral Health, Inc.	Carisk Behavioral Health, Inc.	10685 North Kendall Drive	MIAMI	FL	33176	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Mental Health Participating Hospital/Facility Agreement	MBHO Network Carisk Behavioral Health, Inc.	Carisk Behavioral Health, Inc.	10685 North Kendall Drive	MIAMI	FL	33176	INSURANCE PAYER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Mental Health Participating Hospital/Facility Agreement	MBHO Network Carisk Behavioral Health, Inc.	Carisk Behavioral Health, Inc.	10685 North Kendall Drive	MIAMI	FL	33176	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	CareFirst BlueCross BlueShield	CareFirst BlueCross BlueShield Mail Stop CG-51, Fifth Floor Attn: Institutional Contracting	10455 Mill Run Circle	Owings Mills	MD	21117	INSURANCE PAYER AGREEMENT

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the ExecutoryContract/Unexpired Lease
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Optum Maryland Medicaid	Optum Maryland	10175 Little Patuxent Parkway	Columbia	MD	21044	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Optum Maryland Medicaid	The Corporation Trust, Inc.	2405 York Road Suite 201	Timonium	MD	21093	INSURANCE PAYER AGREEMENT
50	Maryland House Detox, LLC	Mental Health Participating Hospital/Facility Agreement	JOHNS HOPKINS HEALTHCARE LLC	Johns Hopkins HealthCare LLC ATTN: Karen W. Eskridge Chief Operating Officer	7231 Parkway Drive, Suite 100	Hanover	MD	21076	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	MENTAL HEALTH CONSULTANTS, INC	MENTAL HEALTH CONSULTANTS, INC.	1501 Lower State Rd., Bldg. D, Suite 200	North Wales	PA	19454	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	MENTAL HEALTH CONSULTANTS, INC	MENTAL HEALTH CONSULTANTS, INC.	1501 Lower State Rd., Bldg. D, Suite 200	North Wales	PA	19454	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Concern Behavioral & Management Solution	Concern Behavioral & Management Solution	25 Lindsley Dr Ste 100	Morristown	NJ	07960	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Concern Behavioral & Management Solution	Concern Behavioral & Management Solution	25 Lindsley Dr Ste 100	Morristown	NJ	07960	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	PRINCETON HEALTHCARE SYSTEM	Penn Medicine Princeton Health Princeton Employee Assistance Program	1000 Herrontown Road, The Clock Building	Princeton	NJ	08540	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	PRINCETON HEALTHCARE SYSTEM	Penn Medicine Princeton Health Princeton Employee Assistance Program	1000 Herrontown Road, The Clock Building	Princeton	NJ	08540	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention : Corporate Secretary Horizon Healthcare Services, Inc.	3 Penn Plaza East, PP-16D	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention: Ancillary Contracting Department and Horizon Healthcare Services, Inc. East, PP-14N Newark, New Jersey 07105	3 Penn Plaza East, PP-14N	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention : Corporate Secretary Horizon Healthcare Services, Inc. 3 Penn Plaza East, PP-16D Newark, New Jersey 07105	3 Penn Plaza East, PP-16D	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	Horizon BCBS of New Jersey	Attention: Ancillary Contracting Department and Horizon Healthcare Services, Inc. East, PP-14N Newark, New Jersey 07105	3 Penn Plaza East, PP-14N	Newark	NJ	07105	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	Anthem BCBS of CA	Anthem Blue Cross Attn: Behavioral Health Services	21555 Oxnard Street, 8B	Woodland Hills,	CA	91367	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Anthem BCBS of CA	Anthem Blue Cross Attn: Behavioral Health Services	21555 Oxnard Street, 8B	Woodland Hills,	CA	91367	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Anthem BCBS of CA	Anthem Blue Cross Attn: Behavioral Health Services	21555 Oxnard Street, 8B	Woodland Hills,	CA	91367	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	Holman Group	The Holman Group	P.O. Box 8011	Canoga Park	CA	91309	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Holman Group	The Holman Group	P.O. Box 8011	Canoga Park	CA	91309	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Holman Group	The Holman Group	P.O. Box 8011	Canoga Park	CA	91309	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Optum	U.S. BEHAVIORAL HEALTH PLAN,CALIFORNIA ATTN: Alan S. Quismorio	425 Market Street, 14th Floor	San Francisco	CA	94105	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	Sierra Healthcare Options (SHO), Sierra Health & Life (SHL), Health Plan of Nevada (HPN) HMO	BEHAVIORAL HEALTHCARE OPTIONS, INC.	P.O. Box 36040	Las Vegas	NV	89133	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	Sierra Healthcare Options (SHO), Sierra Health & Life (SHL), Health Plan of Nevada (HPN) HMO	BEHAVIORAL HEALTHCARE OPTIONS, INC.	P.O. Box 36040	Las Vegas	NV	89133	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	Mental Health Participating Hospital/Facility Agreement	4 Your Choice Inc. DBA 4 Your Choice EPO/PPO	ATTN: Blair Bryson, President 4 Your Choice EPO/PPO	301 E Hospitality Lane	San Bernardino,	CA	92423	INSURANCE PAYER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Mental Health Participating Hospital/Facility Agreement	5 Your Choice Inc. DBA 4 Your Choice EPO/PPO	ATTN: Blair Bryson, President 4 Your Choice EPO/PPO	301 E Hospitality Lane	San Bernardino,	CA	92423	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	Mental Health Participating Hospital/Facility Agreement	Innovative Healthware Services, Inc.	Innovative Healthware Services, Inc.	1511 Ritchie Highway - Suite 205	Arnold	MD	21012	INSURANCE PAYER AGREEMENT
50	SBH Union IOP, LLC	Mental Health Participating Hospital/Facility Agreement	The Northeast Carpenters Health Fund	Northeast Carpenters Health Fund ATTN: Behavioral Health Department	Raritan Plaza II, P.O. Box 7818	Edison	NJ	08818	INSURANCE PAYER AGREEMENT

Cure Amount	Debtor Name	Title of Executory Contract / Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the ExecutoryContract/Unexpired Lease
50	Summit at Florham Park, LLC	Mental Health Participating Hospital/Facility Agreement	The Northeast Carpenters Health Fund	Northeast Carpenters Health Fund ATTN: Behavioral Health Department	Raritan Plaza II, P.O. Box 7818	Edison	NJ	08818	INSURANCE PAYER AGREEMENT
50	Ocean Breeze Detox, LLC	MPI Participating Facility Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Services	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View Recovery	MPI Participating Facility Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	MPI Participating Facility Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	MPI Participating Facility Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	Maryland House Detox, LLC	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	SBH Union IOP, LLC	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	Summit at Florham Park, LLC	Standing Rate Agreement	Multiplan, Inc	Multiplan, Inc. ATTN: Office of the President and CEO	115 Fifth Avenue	New York	NY	10003	REPRICER AGREEMENT
50	Maryland House Detox, LLC	Facility Services agreement	First Health	First Health Group Corp. Attn: President	10260 Meanley Drive	San Diego	CA	92131	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba Desert View	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Highlands Addiction Treatment	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	California Addiction Treatment Center, LLC dba California Vistas Addiction Treatment	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Ocean Breeze Detox, LLC	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Palm Beach Recovery, LLC dba Family Recovery Specialists	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Palm Beach Recovery, LLC dba The Palm Beach Institute	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	SBH Union IOP, LLC	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT
50	Summit at Florham Park, LLC	Participating Facility Agreement	Provider Network of America, LLC	Provider Network of America, LLC Attn: Vice President , Provider Networks	1600 West Broadway Road Suite 300	Tempe	AZ	85282	REPRICER AGREEMENT

Exhibit “A-2”

First Supplemental Assumption Notice

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. 23-10945-PDR

(Jointly Administered)

Debtors.

**SUPPLEMENTAL
NOTICE OF ASSUMPTION AND CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE
ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS**

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

PLEASE TAKE NOTICE THAT:

1. Pursuant to paragraph 22 of the *Order Granting Debtors' Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Approving a Deadline for Interested Parties to Submit Bids to Purchase Any of the Debtors' Remaining Assets Which Are Not Purchased Assets Subject to the Stalking Horse Bid Agreement, and (VIII) Granting Related*

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, LLC (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start, LLC (6841).

Relief [ECF No. 191] (the “Bidding Procedures Order”)² entered by the United States Bankruptcy Court for the Southern District of Florida (the “Court”) on March 7, 2023, certain of the above-captioned, affiliated, debtors and debtors-in-possession (each, a “Seller” and collectively, the “Sellers”, and together with the remaining affiliated, debtors and debtors-in-possession, collectively, the “Debtors”), have entered into an *Asset Purchase Agreement*, dated February 19, 2023 [ECF No. 111] (the “Stalking Horse Bid Agreement”) with Delphi Lender Acquisition Co LLC (together with each of its permitted successors, assigns and designees, the “Stalking Horse Bidder”), DR Parent, LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Parent”), and Brightwood Loan Services LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Administrative Agent”), for the (the “Sale”) of three of the Debtors’ inpatient and outpatient substance use disorder treatment facilities (each, a “SUD” and collectively, the “SUDs”) located in Massachusetts and New Jersey, identified on **Schedule 1** hereof, and all related assets (collectively, the “Purchased Assets”). Pursuant to an order of the Bankruptcy Court entered on March 29, 2023 [ECF No. 305] (the “Sale Order”), the Court approved the Sale of the Purchased Assets to the Stalking Horse Bidder under the terms of the Stalking Horse Bid Agreement and the Sale Order.

2. Copies of (i) the Motion, (ii) the Stalking Horse Bid Agreement, (iii) the Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtors at either (i) the Interim Chief Executive Officer, c/o Delphi Behavioral Health Group, LLC *et al.*, 1901 West Cypress Creek Road, Fort Lauderdale, Florida 33309, Attn: Edward A. Phillips, Interim Chief Executive Officer (ephillips@delphihealthgroup.com), or (ii) *the bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)).

3. The Debtors file this supplemental notice to provide notice of their intent to potentially assume and assign two additional prepetition executory contracts or unexpired leases (collectively, the “Supplemental Available Contracts”) listed on **Exhibit “A”** hereto to the Stalking Horse Bidder. The inclusion of any executory contract or unexpired lease on **Exhibit “A”** hereto does not require or guarantee that such executory contract or unexpired lease will be assumed or assigned (i.e., be an Assumed Contract under the Stalking Horse Bid Agreement), or that said contract or lease is executory, and all rights of the Debtors with respect thereto are reserved.

4. Pursuant to the terms of the Sale Order and the Stalking Horse Bid Agreement, the Debtors may seek to assume and assign one or more of the Supplemental Available Contracts to the Stalking Horse Bidder. On the date of the closing of the transactions contemplated by the Stalking Horse Bid Agreement (the “Closing Date”), or as soon thereafter as is reasonably practicable, the Debtors will pay the amount the Debtors’ records reflect is owing for prepetition arrearages, if any, as set forth on **Exhibit A** hereto (the “Cure Amount”). The Debtors’ records reflect that all post-petition amounts owing under the Supplemental Available Contracts have been

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them, as applicable, in the Bidding Procedures Order, the Motion (as defined in the Bidding Procedures Order) or the Stalking Horse Bid Agreement (as defined in the Bidding Procedures Order).

paid and will continue to be paid until the assumption and assignment of the Supplemental Available Contracts (i.e., if a Supplemental Available Contract becomes an Assumed Contract) and that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.

5. **Objections, if any, to the Cure Amount or to the assumption and assignment of a Supplemental Available Contract to the Stalking Horse Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder (collectively, a “Supplemental Contract Objection”), must: (a) be in writing; (b) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted to be required; (c) include appropriate documentation thereof; (d) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (e) be filed with the Court on or before 4:00 p.m. (prevailing Eastern Time) on April 20, 2023 (the “Supplemental Contract Objection Deadline”); and (e) be served, so as to be received the same day as the Supplemental Contract Objection is filed, upon: (1) *the Debtors*, c/o (i) Interim Chief Executive Officer, c/o Delphi Behavioral Health Group, LLC *et al.*, 1901 West Cypress Creek Road, Fort Lauderdale, Florida 33309, Attn: Edward A. Phillips, Interim Chief Executive Officer (ephillips@delphihealthgroup.com), and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)); (2) *counsel for (i) the Administrative Agent for the Prepetition Lenders, (ii) the Administrative Agent for the DIP Lenders, and (iii) the Stalking Horse Bidder*, King & Spalding LLP, 1185 Avenue of the Americas, 34th Floor, New York, New York 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com), Timothy M. Fesenmyer, Esq. (tfesenmyer@kslaw.com), and Robert Nussbaum, Esq. (rnussbaum@kslaw.com)); and (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130.**

6. **Supplemental Contract Objections, if any, related solely to the adequate assurance of future performance provided by the Stalking Horse Bidder, must be made prior to or Supplemental Contract Objection Deadline.**

7. If an objection to the assumption and assignment of a Supplemental Available Contract is timely submitted in accordance with paragraphs 5 and 6 hereof, a hearing with respect to the objection will be held before the Court on such date and time as the Court may schedule. If no objection is timely received, the Non-Debtor Counterparty to the Supplemental Available Contract will be deemed to have consented to the assumption and assignment of the Supplemental Available Contract with the Cure Amount set forth herein and the Non-Debtor Counterparty will forever will be barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Supplemental Available Contract, against the Debtors, the Stalking Horse Bidder, or the property of any of them in respect of the Supplemental Available Contract.

8. Pursuant to Bankruptcy Code section 365, there is adequate assurance of future performance that the Cure Amount set forth in the Assumption Notice will be paid in accordance with the terms of the Stalking Horse Bid Agreement and the Sale Order. There is adequate assurance of the Stalking Horse Bidder’s future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking

Horse Bidder. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Stalking Horse Bidder, and its willingness and ability to perform under the Supplemental Available Contracts to be assumed and assigned to it (i.e., the Assumed Contracts).

9. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under Bankruptcy Code section 365, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors. At the Stalking Horse Bidder's discretion, and provided the Debtors escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Supplemental Available Contract(s) subjected to such Cure Amount shall, with the consent of the Stalking Horse Bidder, be assumed and assigned to the Stalking Horse Bidder at or following the closing of the Sale per the procedures set forth in Section 2.5 of the Stalking Horse Bid Agreement and the Sale Order.

10. **If no objection is timely received, the Cure Amount set forth in Exhibit "A" hereto will be controlling, notwithstanding anything to the contrary in any Supplemental Available Contract or any other related document, and the Non-Debtor Counterparty to the Supplemental Available Contract will be deemed to have consented to the Cure Amount for the purposes of the Sale and will be forever barred from asserting any other claims in respect of such Supplemental Available Contract or the Cure Amount against the Debtors, the Stalking Horse Bidder, or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale or the Debtors' consummation of and performance under the Stalking Horse Bid Agreement (including the transfer of the Purchased Assets and the Assumed Contracts free and clear of all claims, liens, encumbrances, and interests), if authorized by the Court.**

11. **Unless a Non-Debtor Counterparty to any Supplemental Available Contract files a timely Contract Objection to the assumption and assignment of the applicable Supplemental Available Contract by the Stalking Horse Bidder, then such Non-Debtor Counterparty shall be deemed to have (i) consented to the assumption and assignment of the applicable Supplemental Available Contract to the Stalking Horse Bidder with the Cure Amount set forth in this Assumption Notice and (ii) waived and released any and all other rights to object to the Cure Amount or the assumption and assignment of the Supplemental Available Contract to the Stalking Horse Bidder.**

[This section intentionally left blank]

12. Prior to the date of the closing of the Sale, the Debtors may amend their decision with respect to the assumption and assignment of any Supplemental Available Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: April 6, 2023
Miami, Florida

BERGER SINGERMANN LLP

Counsel for the Debtors and

Debtors-in-Possession

1450 Brickell Avenue, Suite 1900

Miami, Florida 33131

Telephone: (305) 755-9500

Facsimile: (305) 714-4340

By: Christopher Andrew Jarvinen
Paul Steven Singerman
Florida Bar No. 0378860
singerman@bergersingerman.com
Christopher Andrew Jarvinen
Florida Bar No. 021745
cjarvinen@bergersingerman.com

Schedule 1

SUDs in the Stalking Horse Bid

#	Debtor	Doing Business As (d/b/a)	Inpatient or Outpatient	Street Address	City	State	Zip Code
1	Union Fresh Start LLC	Serenity at Summit	Inpatient	1000 Galloping Hill Road	Union	NJ	07083
2	Summit Behavioral Health Limited Liability Company	Summit Behavioral Health	Outpatient	4065 Quakerbridge Road Suite 102	Princeton Junction	NJ	08550
3	SBH Haverhill, LLC	Serenity at Summit	Inpatient	61 Brown Street	Haverhill	MA	01830

Exhibit “A”

Supplemental Available Contracts and Cure Amounts

Cure Amount	Debtor Name	Title of Executory Contract/Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract/Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$0	Delphi Behavioral Health Group, LLC	Master Equity Lease Agreement	Enterprise FM Trust	5105 Johnson Road		Coconut Creek	FL	33073	Fleet Auto Lease	6/11/2019	Notice is sufficient if mailed by certified mail.
\$0	Delphi Behavioral Health Group, LLC	Medical Director Employment Agreement	Eric J. Williams, M.D.	1001 Yardley Road		Yardley	PA	19067	Professional Services Agreement	3/11/2022	Notice shall be given in writing or electronic mail (blue25@sprynet.com).

Exhibit “A-3”

Second Supplemental Assumption Notice

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. 23-10945-PDR

(Jointly Administered)

Debtors.

**SECOND SUPPLEMENTAL
NOTICE OF ASSUMPTION AND CURE AMOUNT WITH RESPECT TO
EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE
ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS**

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

PLEASE TAKE NOTICE THAT:

1. Pursuant to paragraph 22 of the *Order Granting Debtors' Expedited Motion for Entry of an Order (I) Authorizing and Approving the Debtors' Entry into the Stalking Horse Bid Agreement with the Stalking Horse Bidder, Subject to the Bidding Procedures and the Sale Hearing, (II) Approving Bidding Procedures, (III) Scheduling the Bid Deadlines and the Auction, (IV) Scheduling a Hearing to Consider the Transaction, (V) Approving the Form and Manner of Notice Thereof, (VI) Approving Contract Procedures, and (VII) Approving a Deadline for Interested Parties to Submit Bids to Purchase Any of the Debtors' Remaining Assets Which Are Not Purchased Assets Subject to the Stalking Horse Bid Agreement, and (VIII) Granting Related*

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, LLC (3337), (xxxii) Summit Health BuyerCo, LLC (2762), (xxxiii) Summit IOP Limited (4567), and (xxxiv) Union Fresh Start, LLC (6841).

Relief [ECF No. 191] (the “Bidding Procedures Order”)² entered by the United States Bankruptcy Court for the Southern District of Florida (the “Court”) on March 7, 2023, certain of the above-captioned, affiliated, debtors and debtors-in-possession (each, a “Seller” and collectively, the “Sellers”, and together with the remaining affiliated, debtors and debtors-in-possession, collectively, the “Debtors”), have entered into an *Asset Purchase Agreement*, dated February 19, 2023 [ECF No. 111] (the “Stalking Horse Bid Agreement”) with Delphi Lender Acquisition Co LLC (together with each of its permitted successors, assigns and designees, the “Stalking Horse Bidder”), DR Parent, LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Parent”), and Brightwood Loan Services LLC (solely for the purposes stated expressly in the Stalking Horse Bid Agreement, the “Administrative Agent”), for the (the “Sale”) of three of the Debtors’ inpatient and outpatient substance use disorder treatment facilities (each, a “SUD” and collectively, the “SUDs”) located in Massachusetts and New Jersey, identified on **Schedule 1** hereof, and all related assets (collectively, the “Purchased Assets”). Pursuant to an order of the Bankruptcy Court entered on March 29, 2023 [ECF No. 305] (the “Sale Order”), the Court approved the Sale of the Purchased Assets to the Stalking Horse Bidder under the terms of the Stalking Horse Bid Agreement and the Sale Order.

2. Copies of (i) the Motion, (ii) the Stalking Horse Bid Agreement, (iii) the Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtors at either (i) the Interim Chief Executive Officer, c/o Delphi Behavioral Health Group, LLC *et al.*, 1901 West Cypress Creek Road, Fort Lauderdale, Florida 33309, Attn: Edward A. Phillips, Interim Chief Executive Officer (ephillips@delphihealthgroup.com), or (ii) *the bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, Florida 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)).

3. The Debtors file this second supplemental notice to provide notice of their intent to potentially assume and assign one additional prepetition executory contract (the “Second Supplemental Available Contract”), listed on **Exhibit “A”** hereto, to the Stalking Horse Bidder. The inclusion of the executory contract on **Exhibit “A”** hereto does not require or guarantee that such executory contract will be assumed or assigned (i.e., be an Assumed Contract under the Stalking Horse Bid Agreement), or that said contract is executory, and all rights of the Debtors with respect thereto are reserved.

4. Pursuant to the terms of the Sale Order and the Stalking Horse Bid Agreement, the Debtors may seek to assume and assign the Second Supplemental Available Contract to the Stalking Horse Bidder. On the date of the closing of the transactions contemplated by the Stalking Horse Bid Agreement (the “Closing Date”), or as soon thereafter as is reasonably practicable, the Debtors will pay the amount the Debtors’ records reflect is owing for prepetition arrearages, if any, as set forth on **Exhibit A** hereto (the “Cure Amount”). The Debtors’ records reflect that all post-petition amounts owing under the Second Supplemental Available Contract have been paid and will continue to be paid until the assumption and assignment of the Second Supplemental

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them, as applicable, in the Bidding Procedures Order, the Motion (as defined in the Bidding Procedures Order) or the Stalking Horse Bid Agreement (as defined in the Bidding Procedures Order).

Available Contract (i.e., if the Second Supplemental Available Contract becomes an Assumed Contract) and that, other than the Cure Amount, there are no other defaults under the Assumed Contracts.

5. **Objections, if any, to the Cure Amount or to the assumption and assignment of a Second Supplemental Available Contract to the Stalking Horse Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder (collectively, a “Second Supplemental Contract Objection”), must: (a) be in writing; (b) state the basis of such objection with specificity, including, if applicable, the Cure Amount asserted to be required; (c) include appropriate documentation thereof; (d) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (e) be filed with the Court on or before 4:00 p.m. (prevailing Eastern Time) on May 4, 2023 (the “Second Supplemental Contract Objection Deadline”); and (e) be served, so as to be received the same day as the Second Supplemental Contract Objection is filed, upon: (1) *the Debtors*, c/o (i) Interim Chief Executive Officer, c/o Delphi Behavioral Health Group, LLC *et al.*, 1901 West Cypress Creek Road, Fort Lauderdale, Florida 33309, Attn: Edward A. Phillips, Interim Chief Executive Officer (ephillips@delphihealthgroup.com), and (ii) *bankruptcy counsel for the Debtors*, Berger Singerman LLP, 1450 Brickell Avenue, Suite 1900, Miami, FL 33131 (Attn: Paul Steven Singerman, Esq. (singerman@bergersingerman.com), Christopher Andrew Jarvinen, Esq. (cjarvinen@bergersingerman.com), and Robin J. Rubens, Esq. (rrubens@bergersingerman.com)); (2) *counsel for (i) the Administrative Agent for the Prepetition Lenders, (ii) the Administrative Agent for the DIP Lenders, and (iii) the Stalking Horse Bidder*, King & Spalding LLP, 1185 Avenue of the Americas, 34th Floor, New York, New York 10036 (Attn: Roger Schwartz, Esq. (rschwartz@kslaw.com), Timothy M. Fesenmyer, Esq. (tfesenmyer@kslaw.com), and Robert Nussbaum, Esq. (rnussbaum@kslaw.com)); and (3) *the Office of the United States Trustee*, 51 SW First Avenue, Room 1204, Miami, Florida 33130.**

6. **Second Supplemental Contract Objections, if any, related solely to the adequate assurance of future performance provided by the Stalking Horse Bidder, must be made prior to or Second Supplemental Contract Objection Deadline.**

7. If an objection to the assumption and assignment of the Second Supplemental Available Contract is timely submitted in accordance with paragraphs 5 and 6 hereof, a hearing with respect to the objection will be held before the Court on such date and time as the Court may schedule. If no objection is timely received, the Non-Debtor Counterparty to the Second Supplemental Available Contract will be deemed to have consented to the assumption and assignment of the Second Supplemental Available Contract with the Cure Amount set forth herein and the Non-Debtor Counterparty will forever will be barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Second Supplemental Available Contract, against the Debtors, the Stalking Horse Bidder, or the property of any of them in respect of the Second Supplemental Available Contract.

8. Pursuant to Bankruptcy Code section 365, there is adequate assurance of future performance that the Cure Amount set forth in the Assumption Notice will be paid in accordance with the terms of the Stalking Horse Bid Agreement and the Sale Order. There is adequate assurance of the Stalking Horse Bidder’s future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking

Horse Bidder. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Stalking Horse Bidder, and its willingness and ability to perform under the Second Supplemental Available Contract to be assumed and assigned to it (i.e., the Assumed Contracts).

9. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under Bankruptcy Code section 365, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors. At the Stalking Horse Bidder's discretion, and provided the Debtors escrow the disputed portion of the Cure Amount, the hearing regarding the Cure Amount may be continued until after the Closing Date and the Second Supplemental Available Contract subjected to such Cure Amount shall, with the consent of the Stalking Horse Bidder, be assumed and assigned to the Stalking Horse Bidder at or following the closing of the Sale per the procedures set forth in Section 2.5 of the Stalking Horse Bid Agreement and the Sale Order.

10. **If no objection is timely received, the Cure Amount set forth in Exhibit "A" hereto will be controlling, notwithstanding anything to the contrary in the Second Supplemental Available Contract or any other related document, and the Non-Debtor Counterparty to the Second Supplemental Available Contract will be deemed to have consented to the Cure Amount for the purposes of the Sale and will be forever barred from asserting any other claims in respect of such Second Supplemental Available Contract or the Cure Amount against the Debtors, the Stalking Horse Bidder, or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale or the Debtors' consummation of and performance under the Stalking Horse Bid Agreement (including the transfer of the Purchased Assets and the Assumed Contracts free and clear of all claims, liens, encumbrances, and interests), if authorized by the Court.**

11. **Unless a Non-Debtor Counterparty to the Second Supplemental Available Contract files a timely Contract Objection to the assumption and assignment of the applicable Second Supplemental Available Contract by the Stalking Horse Bidder, then such Non-Debtor Counterparty shall be deemed to have (i) consented to the assumption and assignment of the applicable Second Supplemental Available Contract to the Stalking Horse Bidder with the Cure Amount set forth in this Assumption Notice and (ii) waived and released any and all other rights to object to the Cure Amount or the assumption and assignment of the Second Supplemental Available Contract to the Stalking Horse Bidder.**

[This section intentionally left blank]

12. Prior to the date of the closing of the Sale, the Debtors may amend their decision with respect to the assumption and assignment of the Second Supplemental Available Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: April 20, 2023
Miami, Florida

BERGER SINGERMAN LLP

*Counsel for the Debtors and
Debtors-in-Possession*

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Schedule 1**SUDs in the Stalking Horse Bid**

#	Debtor	Doing Business As (d/b/a)	Inpatient or Outpatient	Street Address	City	State	Zip Code
1	Union Fresh Start LLC	Serenity at Summit	Inpatient	1000 Galloping Hill Road	Union	NJ	07083
2	Summit Behavioral Health Limited Liability Company	Summit Behavioral Health	Outpatient	4065 Quakerbridge Road Suite 102	Princeton Junction	NJ	08550
3	SBH Haverhill, LLC	Serenity at Summit	Inpatient	61 Brown Street	Haverhill	MA	01830

Exhibit “A”

Second Supplemental Available Contract and Cure Amounts

Cure Amount	Debtor Name	Title of Executory Contract/Unexpired Lease	Name of the Non-Debtor Counterparty/ies	Address1	Address2	City	State	Zip	Description of the Executory Contract/Unexpired Lease	Executory Contract / Unexpired Lease Commencement Date	Additional Service
\$1,432.34	SBH Haverhill, LLC	Office Equipment Lease Agreement Number 1701563	Great America Financial Services Corporation	P.O. Box 609		Cedar Rapids	IA	52406-0609	Office Equipment Lease	10/15/2021	pupton@greatamerica.com

Exhibit “B”

Plan: Revised Exhibit “B”

(“Non-Exclusive List of Insider Avoidance Actions Targets and Insider Avoidance Actions”)

Exhibit “B”

**Non-Exclusive List of Insider Avoidance
Actions Targets and Insider Avoidance Actions**

**NON-EXCLUSIVE LIST¹ OF INSIDER AVOIDANCE
ACTIONS TARGETS AND INSIDER AVOIDANCE ACTIONS²**

A. Insider Avoidance Actions Targets.

1. Infinity Behavioral Health Services, LLC (“**Infinity**”)
2. Dominic J. Sirianni
3. Michael Borkowski
4. Samuel L. Winikoff
5. Anthony Cibene

B. Potential Insider Avoidance Actions; Potential Insider and Non-Insider Claims or Causes of Action.

1. Infinity Claims/Causes of Action.

Insider Avoidance Actions include Claims and Causes of Action, including but not limited to possible breaches of fiduciary duties and aiding and abetting breaches of fiduciary duties, such as violations of the duties of care, loyalty and good faith, as well as usurpation of corporate opportunities, against Infinity, as well as its current and prior directors, officers and members, with respect to transactions involving Infinity and one or more of the Debtors (collectively, the “**Infinity Claims/Causes of Action**”).

2. Director & Officer Claims/Causes of Action.

Insider Avoidance Actions include Claims and Causes of Action, including but not limited to possible (a) breaches of fiduciary duties and aiding and abetting breaches of fiduciary duties, such as violations of the duties of care, loyalty and good faith, as well as usurpation of corporate opportunities, (b) actions to avoid and to recover under the applicable law of the state of formation (if relevant) and 11 U.S.C. § 550, and any other applicable federal, state and non-United States law, for any actual and/or constructive fraudulent transfers received from any of the Debtors within the 4-year period preceding the Petition Date, or any other applicable limitation period, and (c) actions to avoid and to recover under 11 U.S.C. § 547(b), § 548 and 11 U.S.C. § 550 preferential

¹ To the extent not defined herein, and with the sole exception of “Affiliate” (*see* note 2), all capitalized terms in this **Exhibit “B”** shall have the meanings ascribed to them in the Plan.

² Notwithstanding anything else in the Agreement and solely for purposes of this **Exhibit “B”**, “Affiliate” shall mean, with respect to any Person (as defined in the Agreement), any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise, but shall not include any Debtors.

transfers received from any of the Debtors within the 1-year period preceding the Petition Date, against (collectively, the **“Director/Officer-Claims/Causes of Action”**):

- Dominic Sirianni (former Chief Executive Officer of the Debtors, **“Sirianni”**) with respect to any transaction involving one or more of the Debtors;
- Michael Borkowski (former Chief Executive Officer of the Debtors, **“Borkowski”**) with respect to any transaction involving one or more of the Debtors;
- Samuel L. Winikoff (former General Counsel and Chief Compliance Officer of the Debtors, **“Winikoff”**) with respect to any transaction involving one or more of the Debtors; and
- Anthony Cibene (former Director of Media and other positions with the Debtors, **“Cibene”**) with respect to any transaction involving one or more of the Debtors; and
- Any entity owned in whole or in part, directly or indirectly, legally or beneficially, by Sirianni, Borkowski, Winikoff and/or Cibene, individually or collectively, and any of their respective Affiliates.

3. **Pending Litigation Claims.**

Insider Avoidance Actions include Claims and Causes of Action include all parties and their affiliates involved in any pending litigation with any of the Debtors (collectively, the **“Pending Litigation Claims”**).

4. **Preserved Claims.**

With respect to the Infinity Claims/Causes of Action, the Director/Officer-Claims/Causes of Action and the Pending Litigation Claims, the Debtors reserve the right to assert any Insider Avoidance Actions or add other parties to this **Exhibit “B”**, as well as other Claims and Causes of Action against insiders of the Debtors and non-insiders of the Debtors which are *not* being purchased by the Buyer of the Debtors’ assets through the *Asset Purchase Agreement* attached to, and described in, ECF Nos. 111, 182, 234 and 267) (as defined herein, collectively, the Stalking Horse Bid Agreement), and any other relevant document filed with the Court (collectively, the **“Preserved Claims”**).³ Such Preserved Claims may include claims sounding in fraud and breach of contract, and also breach of fiduciary duty and aiding and abetting breach of fiduciary duty, such as violations of the duties of care, loyalty and good faith, as well as usurpation of corporate opportunities, against among others, any current or former (a)(i) insider of any of the Debtors, including but not limited to any insider landlord or (ii) purchaser of the Debtors’ assets (other than the Stalking Horse Bidder), and (b) entity owned and/or controlled by any of the persons or entities

³ This same reservation of rights applies equally to the Avoidance Actions that are being purchased by Delphi Lender AcquisitionCo LLC (i.e., the Stalking Horse Bidder) pursuant to the Stalking Horse Bid Agreement or another asset purchase agreement entered into by and among each of the Debtor-Sellers, as sellers, and a successful bidder for the Debtors’ assets *other than* Delphi Lender AcquisitionCo LLC, as buyer.

described in this paragraph (other than the Stalking Horse Bidder), individually or collectively, and their respective Affiliates (as such term is defined above), for which directors and officers liability insurance coverage maintained by any of the Debtors through any D&O Policy (as such term is defined in the Plan (defined herein)) may cover (including any “tail” policies).

All Preserved Claims are preserved and reserved for later prosecution and adjudication in accordance with the Plan, as may be amended from time to time, and therefore no preclusion doctrine, claim preclusion, estoppels (judicial, equitable or otherwise) or laches will apply to those Preserved Claims on or after the effective date of the Plan. The failure to specifically list or otherwise sufficiently identify a Claim or Cause of Action in the Plan or Disclosure Statement, as may be amended from time to time, including this **Exhibit “B”** to the Plan, is not intended to and shall not be deemed to (i) effect a release or waive of such Preserved Claims, and/or (ii) impair the right of the Liquidating Trustee (as such term is defined in the Plan) to pursue such Preserved Claims on or after the effective date of the Plan.

Exhibit “C”

Additional Prepetition Executory Contracts

Agreement Regarding Mutual Responsibilities – Pooled Employer Plan, dated November 1, 2021; executed by Delphi Behavioral Health Group, LLC and Plan Professionals, LLC d/b/a NPPG Plan Professionals