

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

WELLPATH HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**FIRST NOTICE OF REJECTION OF  
CERTAIN EXECUTORY CONTRACTS**

**PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1  
ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS  
OR LEASES AND READ THE CONTENTS OF THIS NOTICE  
CAREFULLY.**

**PLEASE TAKE NOTICE** that, on November 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). The Debtors’ chapter 11 cases are being jointly administered under case number 24-90533 (ARP).

**PLEASE TAKE FURTHER NOTICE** that, on December 4, 2024, the Court entered the order attached hereto (without exhibits) as Schedule 2 [Docket No. 280] (the “Order”)<sup>2</sup> that, among other things, authorized and established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the “Rejection Procedures”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order and this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract set forth on Schedule 1 attached hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth therein or such other date as the Debtors and the applicable Counterparty agree.

<sup>1</sup> A complete list of the Debtors (as defined below) in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about these chapter 11 cases can be accessed on the Debtors’ case information website located at <https://dm.epiq11.com/Wellpath>.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Rejection Procedures, parties seeking to object to the proposed rejection of any of the Contracts on **Schedule 1** attached hereto, must file and serve a written objection so that such objection is filed with the Court on the docket of these chapter 11 cases and that the following parties actually receive such objection no later than 4:00 p.m. (prevailing Central Time) on April 7, 2025 (the “**Rejection Objection Deadline**”): (a) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov), Susan Hersh (Hersh.Susan@usdoj.gov); (b) counsel to the Debtors, McDermott Will & Emery LLP, 2501 N. Harwood Street, Suite 1900, Attn.: Marcus A. Helt (mhelt@mwe.com), and McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, Illinois 60606, Attn.: Felicia Gerber Perlman (fperlman@mwe.com), Bradley Thomas Giordano (bgiordano@mwe.com), Jake Jumbeck (jjumbeck@mwe.com), Carole Wurzelbacher (cwurzelbacher@mwe.com), and Carmen Dingman (cdingman@mwe.com), and McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Steven Z. Szanzer (sszanzer@mwe.com); (c) counsel to the DIP Lenders and counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, 2001 K Street, N.W., Washington, DC 20006, Attn: Scott L. Alberino (salberino@akingump.com) and Kate Doorley (kdoorley@akingump.com); and (d) counsel to the Statutory Unsecured Claimholders’ Committee, Proskauer Rose LLP, 11 Times Square, New York, New York 10036, Attn: Brian Rosen (brosen@proskauer.com), Ehud Barak (ebarak@proskauer.com), and Daniel Desatnik (ddesatnik@proskauer.com) and Stinson LLP, 1201 Walnut Street, Suite 2900, Kansas City, Missouri 64106, Attn: Nicholas Zluticky (nicholas.zluticky@stinson.com) and Zachary Hemenway (zachary.hemenway@stinson.com). Please note that the Rejection Objection Deadline may be extended with respect to a particular Contract with the written consent of the Debtors (email being sufficient).

**PLEASE TAKE FURTHER NOTICE** that each Rejection Objection must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the *Procedures for Complex Cases in the Southern District of Texas*, and (c) state, with specificity, the legal and factual bases thereof.

**PLEASE TAKE FURTHER NOTICE** that, absent the proper and timely filing and service of a Rejection Objection, the rejection of each Contract set forth on **Schedule 1** attached hereto shall become effective on the Rejection Date set forth therein or such other date as the Debtors and the applicable Counterparty agree, and any personal property of the Debtors listed on **Schedule 1** attached hereto shall be deemed abandoned as of that same date.

**PLEASE TAKE FURTHER NOTICE** that, if a Rejection Objection is properly and timely filed and served, and not withdrawn or resolved, the Debtors shall file with the Court a notice for a hearing to consider the Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract shall be treated as set forth in the immediately preceding paragraph, unless otherwise ordered by the Court.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to the rejection of your Contract, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, (b) 35 days after the date of filing of the applicable Rejection Notice, or (c) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

*[Remainder of page intentionally left blank]*

Dated: March 31, 2025  
Dallas, Texas

*/s/ Marcus A. Helt*

---

Marcus A. Helt (Texas Bar #24052187)  
MCDERMOTT WILL & EMERY LLP  
2501 N. Harwood Street, Suite 1900  
Dallas, Texas 75201-1664  
Telephone: (214) 295-8000  
Facsimile: (972) 232-3098  
Email: mhelt@mwe.com

-and-

Felicia Gerber Perlman (admitted *pro hac vice*)  
Bradley Thomas Giordano (admitted *pro hac vice*)  
Jake Jumbeck (admitted *pro hac vice*)  
Carole Wurzelbacher (admitted *pro hac vice*)  
Carmen Dingman (admitted *pro hac vice*)  
MCDERMOTT WILL & EMERY LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606-0029  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: fperlman@mwe.com  
bgiordano@mwe.com  
jjumbeck@mwe.com  
cwurzelbacher@mwe.com  
cdingman@mwe.com

-and-

Steven Z. Szanzer (admitted *pro hac vice*)  
MCDERMOTT WILL & EMERY LLP  
One Vanderbilt Avenue  
New York, New York 10017  
Telephone: (212) 547-5400  
Facsimile: (212) 547-5444  
Email: sszanzer@mwe.com

*Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Schedule of Rejected Contracts**

Counterparty	Debtor	Lease/Contract Description	Counterparty Address	Rejection Date
Advanced EyeCare Professionals	Wellpath LLC	Network Development Provider	2001 E. Bluewater Hwy., Ste 115, Ionia, Michigan 48846	Plan Effective Date <sup>[1]</sup>
ALLRED, KRISTIN;DOYLE, MIKE; KLEIN, VICTORIA; ALPINE SPECIAL TREATMENT CENTER INC	CCS-CMGC PARENT HOLDINGS	Equity Purchase Agreement	2120 ALPINE BLVD, ALPINE, CA 91901	Plan Effective Date
ALLRED, KRISTIN;DOYLE, MIKE; KLEIN, VICTORIA; ALPINE SPECIAL TREATMENT CENTER INC	Wellpath Holdings, Inc.	Settlement Agreement	2120 ALPINE BLVD, ALPINE, CA 91901	Plan Effective Date
A-Med Ambulance Service Inc	Wellpath LLC	Network Development Provider	1800 Monroe Street, Gretna, Louisiana 70053	Plan Effective Date
Andrew S. Riemer DO PC	Wellpath LLC	Network Development Provider	1775 South Mitchell Street, Cadillac, Michigan 49601	Plan Effective Date
Baraga County Memorial Hospital	Wellpath LLC	Network Development Provider	18341 US Highway 41, L'Anse, Michigan 49946	Plan Effective Date
Bay Street Orthopedics	Wellpath LLC	Network Development Provider	4048 Cedar Bluff Dr Suite 1 Petoskey, MI 49770, Petoskey, Michigan 49770	Plan Effective Date
Boulder Valley Center for Dermatology, Prof LLC	Wellpath LLC	Network Development Provider	1610 Prairie Center Pkwy #2230, Brighton, Colorado 80601	Plan Effective Date
BRIDGEPOINT HEALTHCARE LOUISIANA LLC	Wellpath LLC	Network Development Provider	1101 MEDICAL CENTER BLVD FL 7, MARRERO, LA 70072-3147	Plan Effective Date
Cardiology Consultants of East Michigan	Wellpath LLC	Network Development Provider	1031 Suncrest Dr, Lapeer, Michigan 48446	Plan Effective Date
Center for Spine and Orthopedics, Inc	Wellpath LLC	Network Development Provider	9005 Grant Street Ste 200, Thornton, Colorado 80229	Plan Effective Date
Charles J. Lilly, MD, PC	Wellpath LLC	Network Development Provider	2890 Health Pkwy, Mount Pleasant, Michigan 48858	Plan Effective Date
Charlotte Radiology	Wellpath LLC	Network Development Provider	700 E MOREHEAD ST STE 300, CHARLOTTE, NC 28202	Plan Effective Date
Charter Township of Madison Lenawee County dba Madison Township Fire Department	Wellpath LLC	Network Development Provider	3804 South Adrian Highway, Adrian, Michigan 49221	Plan Effective Date
Coquille Valley Hospital	Wellpath LLC	Network Development Provider	940 E 5th St, Coquille, Oregon 97423	Plan Effective Date
County of Alger	Wellpath LLC	Network Development Provider	101 Court St., Munising, Michigan 49862	Plan Effective Date
County of Montcalm dba Montcalm County Emergency Services	Wellpath LLC	Network Development Provider	655 N. State St., Stanton, O 48888	Plan Effective Date
CRESCENT AUGUSTA	Wellpath LLC	Network Development Provider	1370 BROWNING RD, COLUMBIA, SC 29210-6938	Plan Effective Date
Cytometry Specialists Inc	Wellpath LLC	Network Development Provider	2580 Westside Parkway, Alpharetta, Georgia 30004	Plan Effective Date
Degenhart Eye, LLC	Wellpath LLC	Network Development Provider	440-A Moon River Ct., Savannah, Georgia 31406	Plan Effective Date
Dental One Associates (Stockbridge), LLC dba Dental One Stockbridge	Wellpath LLC	Network Development Provider	6240 Lake Osprey Drive, Dept 54161, Sarasota, Florida 34240	Plan Effective Date
Dermatology & Skin Surgery Center, PLC	Wellpath LLC	Network Development Provider	2121 Spring Arbor Road, Jackson, Michigan 49203	Plan Effective Date
DOUGLAS HOSPITAL	Wellpath LLC	Network Development Provider	8954 HOSPITAL DR, DOUGLASVILLE, GA 30134	Plan Effective Date
EAR NOSE & THROAT SPECIALTY CARE	Wellpath LLC	Network Development Provider	411 N WASHINGTON AVE STE 7000, DALLAS, TX 75246	Plan Effective Date
Effingham Hospital, Inc. dba Effingham Health System	Wellpath LLC	Network Development Provider	459 Ga Hiway 119 S, Springfield, Georgia 31329	Plan Effective Date
Envision Eye Care, PLLC	Wellpath LLC	Network Development Provider	5310 Hampton Pl Ste. 2, Saginaw, Michigan 48604	Plan Effective Date
Evans Memorial Hospital Inc	Wellpath LLC	Network Development Provider	200 N RIVER ST, CLAXTON, GA 30417	Plan Effective Date
Family Medical Transport, LLC	Wellpath LLC	Network Development Provider	PO Box 30488, Charleston, South Carolina 29417	Plan Effective Date
GEORGIA EYE INSTITUTE SURGERY CENTER	Wellpath LLC	Network Development Provider	4720 WATERS AVE, STE 300, SAVANNAH, GA 31404	Plan Effective Date
Grand Traverse Ophthalmology Clinic, PC	Wellpath LLC	Network Development Provider	929 Business Park Dr, Traverse City, Michigan 49686	Plan Effective Date
Grand Traverse Oral Surgery PC	Wellpath LLC	Network Development Provider	12776 South West Bay Shore Dr, Traverse City, Michigan 49684	Plan Effective Date
GRIFFIN IMAGING LLC	Wellpath LLC	Network Development Provider	220 ROCK ST, GRIFFIN, GA 30224	Plan Effective Date
Hand and Plastic Surgery Center PLC	Wellpath LLC	Network Development Provider	245 Cherry St SE Ste. 302, Grand Rapids, Michigan 49503	Plan Effective Date
Hand Surgery Specialists Of Nevada Young LLP	Wellpath LLC	Network Development Provider	9321 West Sunset Road, Las Vegas, Nevada 89148	Plan Effective Date
Hand Therapy of Petoskey	Wellpath LLC	Network Development Provider	4048 Cedar Bluff Dr Ste 4, Petoskey, Michigan 49770	Plan Effective Date
Heart and Vascular Institute of Michigan	Wellpath LLC	Network Development Provider	1075 SUNCREST DR STE C, LAPEER, MI 48446	Plan Effective Date
Helen Newberry Joy Hospital	Wellpath LLC	Network Development Provider	502 W. Harrie St., Newberry, Michigan 49868	Plan Effective Date
Henry Ford Health Jackson Hospital	Wellpath LLC	Network Development Provider	2799 West Grand Blvd, Detroit, Michigan 48202	Plan Effective Date
Henry Heywood Memorial Hospital	Wellpath LLC	Network Development Provider	242 GREEN ST, GARDNER, MA 01440-1336	Plan Effective Date
Heywood Medical Group, Inc.	Wellpath LLC	Network Development Provider	242 GREEN ST, GARDNER, MA 01440	Plan Effective Date
Hillsdale Community Health Center dba Hillsdale Hospital	Wellpath LLC	Network Development Provider	168 South Howell St, Hillsdale, Michigan 49242	Plan Effective Date
Holicki Eye Center, PC	Wellpath LLC	Network Development Provider	142 E Chicago Rd, Coldwater, Michigan 49036	Plan Effective Date
Huron Valley Ambulance	Wellpath LLC	Network Development Provider	1200 State Circle, Ann Arbor, Michigan 48108	Plan Effective Date
Jackson Community Ambulance	Wellpath LLC	Network Development Provider	1200 State Circle, Ann Arbor, Michigan 48108	Plan Effective Date
Jackson Radiology Consultants, PC	Wellpath LLC	Network Development Provider	350 W. Washington St., Ionia, Michigan 48846	Plan Effective Date
James T. Havens	Wellpath LLC	Network Development Provider	1841 N Columbia St., Milledgeville, Georgia 31061	Plan Effective Date
Jawad A Shah MD PC	Wellpath LLC	Network Development Provider	4800 S. Saginaw St. Suite 1800, Flint, Michigan 48507	Plan Effective Date
JOSEPH M STILL BURN CENTERS INC	Wellpath LLC	Network Development Provider	3675 J DEWEY GRAY CIR STE 300, AUGUSTA, GA 30909	Plan Effective Date
Karmanos Cancer Center - McLaren	Wellpath LLC	Network Development Provider	4100 JOHN R ST, DETROIT, MI 48201	Plan Effective Date
Katranji Reconstructive Surgery Institute PLLC DBA Katranji Hand Center	Wellpath LLC	Network Development Provider	2111 Merritt Rd, Suite 202, East Lansing, Michigan 48823	Plan Effective Date
Kinross Charter Township	Wellpath LLC	Network Development Provider	4884 W. Curtis Street, Kincheloe, Michigan 49788	Plan Effective Date
Lansing Surgical Associates P.L.L.C.	Wellpath LLC	Network Development Provider	3937 Patient Care Dr., Ste. 106, Lansing, Michigan 48911	Plan Effective Date
Life EMS of Ionia Inc.	Wellpath LLC	Network Development Provider	350 W. Washington, Ionia, Michigan 48846	Plan Effective Date
Lifecare Ambulance Service	Wellpath LLC	Network Development Provider	1200 State Circle, Ann Arbor, Michigan 48108	Plan Effective Date
LO Eye Care	Wellpath LLC	Network Development Provider	2001 Coolidge Road, East Lansing, Michigan 48823	Plan Effective Date
Mark Stewart MD	Wellpath LLC	Network Development Provider	4 Columbus Ave Ste 360, Bay City, Michigan 48642	Plan Effective Date
Mathew A. Page	Wellpath LLC	Network Development Provider	2797 SPRING ARBOR RD STE A, JACKSON, MI 49203-3605	Plan Effective Date
Mathew A. Page	Wellpath LLC	Network Development Provider	2797 Spring Arbor Rd Suite A, Jackson, Michigan 49203	Plan Effective Date
Med Trans Corp.	Wellpath LLC	Network Development Provider	PO BOX 708, WEST PLAINS, MO 65775-0708	Plan Effective Date
MidMichigan Health	Wellpath LLC	Network Development Provider	4000 Wellness Drive., Midland, Michigan 48670	Plan Effective Date
MidMichigan Health	Wellpath LLC	Network Development Provider	4000 Wellness Drive., Midland, Michigan 48670	Plan Effective Date
Mobile Eye Services, INC	Wellpath LLC	Network Development Provider	9230 FOUR MILE CREEK RD, GAINESVILLE, GA 30506	Plan Effective Date
Mountain View Oral Surgery	Wellpath LLC	Network Development Provider	1046 NE 3RD ST, MCMINNVILLE, OR 97128-4418	Plan Effective Date
MSU Health Care	Wellpath LLC	Network Development Provider	909 Wilson Rd, East Lansing, Michigan 48824	Plan Effective Date
Munising Memorial Hospital Association dba Munising Memorial Hospital	Wellpath LLC	Network Development Provider	1500 Sand Point Rd, Munising, Michigan 49862	Plan Effective Date
MUNSON MEDICAL CENTER	Wellpath LLC	Network Development Provider	1105 6TH ST, TRAVERSE CITY, MI 49685	Plan Effective Date
MUSC PHYSICIANS	Wellpath LLC	Network Development Provider	171 ASHLEY AVE, CHARLESTON, SC 29425-0100	Plan Effective Date
Muskegon SSC, LLC dba Muskegon Surgery Center	Wellpath LLC	Network Development Provider	1400 Mercy Drive Suite 150, Muskegon, Michigan 49444	Plan Effective Date
Muskegon Surgical Associates	Wellpath LLC	Network Development Provider	1316 Mercy Drive, Muskegon, Michigan 49444	Plan Effective Date
Neurology Center PLC	Wellpath LLC	Network Development Provider	23 N Hanchett St Ste 1, Coldwater, Michigan 49036-1652	Plan Effective Date
OPTIM MEDICAL CENTER TATTNALL	Wellpath LLC	Network Development Provider	242 INDUSTRIAL BLVD, DUBLIN, GA 31021-2904	Plan Effective Date
ORAL SURGERY INSTITUTE	Wellpath LLC	Network Development Provider	145 TRADERS WAY STE A, POOLER, GA 31322	Plan Effective Date
Orson P. Cardon	Wellpath LLC	Network Development Provider	462 Fox Lake Trail, Horton, Michigan 49246	Plan Effective Date
OrthoCarolina PA	Wellpath LLC	Network Development Provider	2001 VAIL AVENUE, CHARLOTTE, NC 28207	Plan Effective Date
Orthopedic Associates of Muskegon	Wellpath LLC	Network Development Provider	1400 Mercy Drive Suite 100, Muskegon, Michigan 49444	Plan Effective Date
Pahls Family Dentistry	Wellpath LLC	Network Development Provider	346 N CENTRAL BLVD, COQUILLE, OR 97423	Plan Effective Date
Prime Healthcare Foundations - Southern Regional, LLC dba Southern Regional Medical Center (Facility)	Wellpath LLC	Network Development Provider	11 Upper Riverdale Road SW, Riverdale, Georgia 30274-2600	Plan Effective Date
Professional Med Team	Wellpath LLC	Network Development Provider	965 FORK ST, MUSKEGON, MI 49442	Plan Effective Date
ProMedica Charles and Virginia Hickman Hospital	Wellpath LLC	Network Development Provider	5640 North Adrian Hwy, Adrian, Michigan 49221	Plan Effective Date
ProMedica Coldwater Regional Hospital	Wellpath LLC	Network Development Provider	274 East Chicago Street, Coldwater, Michigan 49036	Plan Effective Date
ProMedica Health System	Wellpath LLC	Network Development Provider	5855 Monroe St, Sylvania, Ohio 43560	Plan Effective Date
Radiology Muskegon, PC	Wellpath LLC	Network Development Provider	605 West Western Avenue, Muskegon, Michigan 49440	Plan Effective Date
Retina Specialists of Michigan PC	Wellpath LLC	Network Development Provider	5030 Cascade Rd SE, Grand Rapids, Michigan 49546	Plan Effective Date
Richmond Lenox EMS Ambulance Authority	Wellpath LLC	Network Development Provider	34505 32 Mile Road, Richmond, Michigan 48062	Plan Effective Date
Ronnie R. Sorrow, JR	Wellpath LLC	Network Development Provider	4874 County Ln, Jackson, Michigan 49201	Plan Effective Date
Sheridan Community Hospital	Wellpath LLC	Network Development Provider	301 North Main Street, Sheridan, Michigan 48884	Plan Effective Date
Shoreline ASC, LLC	Wellpath LLC	Network Development Provider	1266 E Sherman Blvd, Muskegon, Michigan 49444	Plan Effective Date
Shoreline Ophthalmology, PLLC	Wellpath LLC	Network Development Provider	1266 E Sherman Blvd, Muskegon, Michigan 49444	Plan Effective Date
Sound Inpatient Physicians - Michigan PLLC dba Sound Physicians of Michigan	Wellpath LLC	Network Development Provider	1105 6th St., Traverse City, Michigan 49684	Plan Effective Date
Southwest Surgical Center	Wellpath LLC	Network Development Provider	2373 64th St. SW Suite 2200, Byron, Michigan 49315	Plan Effective Date
Spectrum Health System	Wellpath LLC	Network Development Provider	100 Michigan Street Northeast, Grand Rapids, Michigan 49503	Plan Effective Date
St. Elizabeth's Medical Center of Boston	Wellpath LLC	Network Development Provider	736 CAMBRIDGE ST, BOSTON, MA 02135	Plan Effective Date
The Chippewa County War Memorial Hospital	Wellpath LLC	Network Development Provider	500 Osborn Blvd, Sault Sainte Marie, Michigan 49783	Plan Effective Date

Counterparty	Debtor	Lease/Contract Description	Counterparty Address	Rejection Date
The Family Practice & Orthopedic Care Center, PC	Wellpath LLC	Network Development Provider	410 N Willowbrook Rd, Coldwater, Michigan 49036	Plan Effective Date
Town of Walpole dba Walpole Fire Department	Wellpath LLC	Network Development Provider	135 SCHOOL ST, WALPOLE, MA 02081	Plan Effective Date
Tulane University Medical Group	Wellpath LLC	Network Development Provider	1440 Canal St Ste 1501, New Orleans, Louisiana 70112	Plan Effective Date
U.P. Digestive Disease Associates, P.C.	Wellpath LLC	Network Development Provider	1414 W. Fair Ave., Suite 247, Marquette, Michigan 49855	Plan Effective Date
U.P. Ophthalmology Associates PC	Wellpath LLC	Network Development Provider	1015 South Lincoln Road, Escanaba, Michigan 49829	Plan Effective Date
United Prosthetics Inc	Wellpath LLC	Network Development Provider	295 COLUMBIA RD, DORCHESTER, MA 02121-3409	Plan Effective Date
UP Health System Marquette	Wellpath LLC	Network Development Provider	850 West Baraga Avenue, Marquette, Michigan 49855	Plan Effective Date
Upper Michigan Associates, LLC dba Upper Peninsula Surgery Center	Wellpath LLC	Network Development Provider	1414 West Fair Avenue, Suite 235, Marquette, Michigan 49855	Plan Effective Date
UROLOGY SURGERY CENTER OF COLORADO	Wellpath LLC	Network Development Provider	2777 MILE HIGH STADIUM CIRCLE, DENVER, CO 80211-5222	Plan Effective Date
V DERMATOLOGY	Wellpath LLC	Network Development Provider	1225 WEST FRONT ST STE C, TRAVERSE CITY, MI 49684-2317	Plan Effective Date
Valdosta Orthopedic Associates, PC	Wellpath LLC	Network Development Provider	3527 N. Valdosta Road, Valdosta, Georgia 31602	Plan Effective Date
WellSpan Evangelical Community Hospital	Wellpath LLC	Network Development Provider	1 HOSPITAL DR, LEWISBURG, PA 17833	Plan Effective Date
Western Infectious Disease Consultants	Wellpath LLC	Network Development Provider	3303 West 144th Ave #103, Broomfield, Colorado 80023	Plan Effective Date

Notes:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Joint Chapter 11 Plan of Reorganization of Wellpath Holdings, Inc. and Certain of its Debtor Affiliates [Docket no. 1770-1] (as may be amended, supplemented, or otherwise modified from time to time, the "Plan").

**Schedule 2**

**Order (without form Notices)**



**ENTERED**

December 04, 2024

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

WELLPATH HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**Re: Docket No.**

**ORDER (I) AUTHORIZING DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN  
PERSONAL PROPERTY, IF ANY, AND (III) APPROVING AND ESTABLISHING  
PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the emergency motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the rejection of the Initial Leases/Contracts, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, and (c) authorizing and approving the Rejection Notice to affected Counterparties, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these chapter 11 cases and related

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed and considered the Motion and the First Day Declaration; and this Court having held a hearing, if necessary, to consider the relief requested in the Motion on a final basis (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing (if any) establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having found that the form and manner of the Rejection Notice to be delivered pursuant to the Rejection Procedures are reasonably calculated to provide each Counterparty with proper notice of (x) the prospective rejection of its Contract or Lease, (y) the effective date thereof, and (z) the objection deadline in connection therewith; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before this Court; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. Pursuant to section 365 of the Bankruptcy Code, the Initial Leases/Contracts are rejected, effective as of the applicable Initial Lease/Contract Rejection Dates asset forth on **Exhibit 1** annexed hereto.
2. The following procedures (the “Rejection Procedures”) are hereby approved in connection with rejecting Contracts and Leases:

- (a) **Rejection Notice.** To reject a Contract or Lease in accordance herewith, the Debtors shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the “Rejection Notice”), that includes a copy of this Order (without the form Rejection Notice attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the “Rejection Date”), which may be the filing date of the Motion or, for a real property Lease, the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases and, notwithstanding Bankruptcy Rule 6006(f)(6), may list more than 100 Contracts or Leases; *provided*, that each Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty and a copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors’ right to file multiple separate Rejection Notices in their sole discretion.
- (b) **Service of Rejection Notice.** The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties.
- (c) **Objection Procedures.** The deadline to file an objection (“Rejection Objection”) to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Central Time) on the date that is seven days from the date the Rejection Notice is filed and served (the “Rejection Objection Deadline”). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with this Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and the *Procedures for Complex Cases in the Southern District of Texas*, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease,

or vice versa, only the component actually objected to shall be considered opposed.

- (d) **No Unresolved Objection.** If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.
- (e) **Unresolved Objection.** If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that this Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by this Court.
- (f) **Modifications of Rejection Notice.** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.
- (g) **Abandoned Property.** The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of this Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.
- (h) **Rejection Damages.** Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in these chapter 11 cases, (ii) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in these chapter 11 cases, and (iii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in these chapter 11 cases.

3. The Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

4. Approval of the Rejection Procedures and this Order shall not prevent the Debtors from seeking to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, or chapter 11 plan), nor, for the avoidance of doubt, shall the Debtors be precluded from assuming and assigning a Contract or Lease by a separate court filing.

5. Absent order of this Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

7. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) a request or authorization to assume or

adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. Any period of time prescribed or allowed by the Rejection Procedures shall be computed in accordance with Bankruptcy Rule 9006.


9. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

10. Any Bankruptcy Rule or Bankruptcy Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

11. The Debtors are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of this Court.

12. This Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: December 04, 2024

  
Alfredo R Pérez  
United States Bankruptcy Judge