

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

_____	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Dba</i> ONECORE HEALTH,	:	Case No. 24-12862-JDL
	:	
Debtor.	:	
_____	X	

**NOTICE OF PROPOSED REJECTION OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT
TO DEBTOR'S PROPOSED CHAPTER 11 PLAN OF REORGANIZATION**

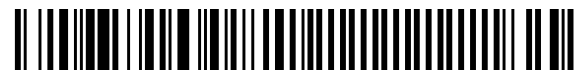
YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OR MORE OF YOUR AFFILIATES ARE PARTY TO ONE OR MORE EXECUTORY CONTRACTS OR UNEXPIRED LEASES THAT MAY BE REJECTED UNDER THE DEBTOR'S PROPOSED CHAPTER 11 PLAN OF REORGANIZATION AND YOUR RIGHTS MAY BE AFFECTED BY THE PLAN. YOU ARE ADVISED TO CAREFULLY REVIEW THE INFORMATION CONTAINED HEREIN AND THE RELATED PROVISIONS OF THE PLAN.

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Chapter 11 Case.** Beginning on October 7, 2024, Hospital for Special Surgery, LLC *dba* OneCore Health, as debtor and debtor in possession (the "Debtor"), commenced its voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Oklahoma (the "Bankruptcy Court").

2. **Chapter 11 Plan.** On April 16, 2025, the Debtor filed the *Chapter 11 Plan of Reorganization of Hospital for Special Surgery, LLC dba OneCore Health* [Dkt. No. 254] (as may be amended, modified, or supplemented from time to time, the "Plan").¹ On April 16, 2025, the Bankruptcy Court entered an order [Dkt. No. 252] approving the Disclosure Statement and authorizing the Debtor to solicit votes on the Plan. A hearing before the Bankruptcy Court to consider confirmation of the Plan is scheduled to begin on May 13, 2025 at 10:00 a.m. (prevailing Central Time) (the "Confirmation Hearing"). The Confirmation Hearing may be adjourned or continued from time to time without further notice, including adjournments announced in open

¹ Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Plan.



court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtor with the Bankruptcy Court.

3. **Potential Rejection of Contracts.** In accordance with Article VIII of the Plan, as of and subject to the occurrence of the Effective Date of the Plan, except as set forth in the Plan and the Confirmation Order, all executory contracts and unexpired leases (“Contracts”) to which the Debtor is a party shall be deemed assumed or assumed and assigned, as applicable, except for any Contract that (i) was previously assumed or rejected by the Debtor pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a separate motion to assume or reject filed by the Debtor on or before the Confirmation Date; (iv) is specifically designated as a Contract to be included on the Rejection Schedule; or (v) is the subject of a pending Cure Dispute.

You are receiving this notice because you may be a counterparty to one or more Contracts that are proposed to be rejected by the Debtor under the Plan pursuant to section 365(a) of the Bankruptcy Code. Parties to Contracts with the Debtor are advised to carefully review the information contained herein and the related provisions of the Plan. Please note that a party’s status as a counterparty to a Contract alone does not entitle such party to vote on the Plan.

4. **Approval and Effect of Potential Rejection of Contracts.** Pursuant to Section 8.1(b) of the Plan, subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Furthermore, the inclusion of any Contract on the Rejection Schedule shall not constitute or be deemed a determination or admission by the Debtor or the Reorganized Debtor that such contract, lease, or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

5. **Rejection Schedule.** A copy of the Rejection Schedule is annexed hereto as **Exhibit A**. Contracts may be added to or removed from the Rejection Schedule up until the conclusion of the Confirmation Hearing and any previously filed schedule shall be deemed to be updated accordingly. References to any Contract on the Rejection Schedule are to the applicable agreement and other operative documents as of the date hereof, as they may have been amended, modified, or supplemented by the parties thereto between such date and the Effective Date.

As a matter of administrative convenience, in certain cases the Debtor may have listed the original parties to the Contracts listed on the Rejection Schedule without taking into account any succession, transfer, or assignments from one party to another. The fact that the current parties to a particular Contract may not be named in the Rejection Schedule is not intended to change the treatment of such Contract.

THE DEBTOR RESERVES ALL ITS RIGHTS, CLAIMS, AND CAUSES OF ACTION WITH RESPECT TO THE CONTRACTS AND ANY OTHER AGREEMENTS THAT THE DEBTOR PROPOSES TO REJECT, INCLUDING THE RIGHT TO AMEND, REVISE OR SUPPLEMENT THE REJECTION SCHEDULE FOR ANY REASON WHATSOEVER, INCLUDING BASED ON OBJECTIONS RECEIVED TO THE PLAN.

THE FACT THAT A CONTRACT IS INCLUDED ON THE REJECTION SCHEDULE DOES NOT MEAN THAT IT IS IN FACT AN EXECUTORY CONTRACT OR UNEXPIRED LEASE, THAT IT WILL BE REJECTED PURSUANT TO THE PLAN, OR THAT THE DEBTOR OR THE REORGANIZED DEBTOR HAS ANY LIABILITY THEREUNDER.

6. **Consensual Resolution of Disputes.** The Debtor requests that if you dispute the rejection of a Contract, you contact counsel to the Debtor prior to the Objection Deadline (as defined below) to attempt to resolve such dispute consensually. The Debtor's contact for such matters is Craig M. Regens, Esq. (craig.regens@crowedunlevy.com). If such dispute cannot be resolved consensually, you must file and serve an objection as set forth in Paragraphs 7 and 8 hereof.

7. **Deadline to Respond to Proposed Rejection.** Any objection by a counterparty to a Contract to the proposed rejection must be filed, served and actually received by the Debtor **by no later than May 13, 2025, or such other date as agreed to by the parties or authorized by the Bankruptcy Court (the "Objection Deadline").**

ANY COUNTERPARTY TO A CONTRACT THAT FAILS TO FILE AN OBJECTION BY THE OBJECTION DEADLINE WITH RESPECT TO A PROPOSED REJECTION SHALL BE DEEMED TO HAVE ASSENTED TO SUCH REJECTION AND SHALL BE FOREVER BARRED AND ENJOINED FROM ASSERTING ANY OBJECTION WITH REGARD TO REJECTION OF THE APPLICABLE CONTRACT. TO THE EXTENT YOU HAVE MORE THAN ONE CONTRACT, AN OBJECTION WITH RESPECT TO ONE CONTRACT SHALL HAVE NO IMPACT ON THE OTHER CONTRACT(S) TO WHICH YOU ARE PARTY FOR WHICH NO OBJECTION HAS BEEN FILED AND SERVED.

8. **Procedures for Filing and Serving Objections.** Any objection must (a) identify the applicable Contract, and (b) set forth in detail the basis for such objection together with all supporting documents. Objections should conform to the Bankruptcy Rules and Local Bankruptcy Rules and be filed with the Bankruptcy Court and served on the parties listed below.

(1) **Counsel to the Debtor:**

Crowe & Dunlevy, P.C.
324 N. Robinson Ave.
Suite 100
Oklahoma City, OK 73102
Attn: Will Hoch, Esq. (will.hoch@crowedunlevy.com) and Craig M. Regens, Esq. (craig.regens@crowedunlevy.com)

(2) **Office of the U.S. Trustee for the Western District of Oklahoma:**

215 Dean A. McGee Ave., Fourth Floor
Oklahoma City, OK 73102
Attn: Marjorie J. Creasey, Esq. (Marjorie.Creasey@usdoj.gov) and Jeffrey E. Tate, Esq. (Jeff.Tate@usdoj.gov)

9. **Procedures for Resolving Objections.** Timely filed and served objections will be heard by the Bankruptcy Court at the Confirmation Hearing or on such later date as counsel can be heard. The Debtor may seek, in its discretion, to have any unresolved objections adjourned to a date after the Confirmation Hearing; provided, that, the Debtor or the Reorganized Debtor may settle any such dispute without any further notice to, or action by, any party or order of the Bankruptcy Court.

10. **Deadline to File Rejection Damages Claims.** In the event that the rejection of a Contract under the Plan results in damages to the other party or parties to such Contract, any Claim for such damages, if not evidenced by a timely filed proof of Claim, shall be forever barred and shall not be enforceable against the Debtor or the Reorganized Debtor, or its Estate, properties or interests in property as agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon counsel for the Debtor or the Reorganized Debtor, as applicable, no later than the deadline established by the Court at the Confirmation Hearing. **Any proofs of Claim arising from the rejection of the Contracts that are not timely filed shall be automatically disallowed without further order of the Bankruptcy Court.**

Dated: April 29, 2025
Oklahoma City, Oklahoma

Respectfully submitted,

ONECORE

/s/ Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh M. Ewing, OBA #35598

-Of the Firm-

CROWE & DUNLEVY

A Professional Corporation

Braniff Building

324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

will.hoch@crowedunlevy.com

craig.regens@crowedunlevy.com

mark.craige@crowedunlevy.com

kaleigh.ewing@crowedunlevy.com

Counsel to the Debtor and Debtor in Possession

Exhibit A

Rejection Schedule

Counterparty Name	Title / Description of Agreement	Counterparty Address
Advanced Ear Nose & Throat PC	Physician Support & Payment Agreement effective 04/13/2017	Dr. Ronald Goodell 1621A Midtown Pl , Oklahoma City, OK 73130-0000
AMERICAN INTRAOPERATIVE MONITORING	Services Agreement effective 09/28/2023; First Amendment to Services Agreement effective 10/13/2023; Second Amendment to Services Agreement effective 06/11/2024	Medsurant Holdings LLC 100 Front Street Suite 280 , Conshohocken, PA 19428-0000
AVENSTAR PAIN SPECIALISTS	Physician Services Agreement effective 11/01/2017; Business Associate Agreement effective 11/01/2017	5104 S. Sooner Road , Oklahoma City, OK 73135-0000
BAYER HEALTHCARE	Purchase Agreement effective 05/01/2023	100 Bayer Boulevard PO Box 915 , Whippany, NJ 07981-0000
COMPREHENSIVE DIAGNOSTIC IMAGING	Medical Office Space & Equipment Lease Agreement effective 05/07/2015; Radiology Services Agreement effective 05/07/2015; Management Services Agreement effective 08/01/2016	Attn: Charles Mooney 5800 N Portland , Oklahoma City, OK 73112-0000
MIDTOWN ORTHOPEDICS & SPORTS MEDICINE	Physician Services Agreement effective 07/01/2023; Business Associate Agreement effective 05/13/2019	400 NW 13TH , Oklahoma City, OK 73103-0000
Oklahoma Center for Spine & Pain	Physician Support and Payment Agreement effective 3/15/2023; Emergency Room Call Coverage Agreement effective 1/1/2014; Emergency Room Call Coverage First Amendment effective 5/4/2019	Solutions PC 13700 S Western Ave #100 , Oklahoma City, OK 73170-7006
OLSEN ORTHOPEDICS PLLC	Physician Services Agreement effective 05/01/2013; Business Associate Agreement effective 05/07/2019	3400 S. Douglas Blvd Suite 302 , Oklahoma City, OK 73150-0000
R. Jeff Goodell, D.O.	Letter Agreement re Exercise of Purchase Option relating to Hospital for Special Surgery, LLC.	1621A Midtown Pl , Oklahoma City, OK 73130-0000