Docket #0588 Date Filed: 08/26/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
RELIZ TECHNOLOGY GROUP HOLDINGS, INC., *et al.*,	**Case No. 26-10371 (TMH)**
	(Jointly Administered)
Debtors.	**Hearing Date: October 14, 2026 at 10:00 A.M.** **Objection Date: October 7, 2026**
	Docket Nos. 488, 527, 542, & 464

ORACLE'S NOTICE OF CURE CLAIM AND LIMITED OBJECTION TO THE ASSUMPTION OF ITS EXECUTORY CONTRACTS

Oracle America, Inc., successor in interest to NetSuite, Inc. ("Oracle"), a creditor and contract counter-party in the above-captioned Chapter 11 cases, submits this *Notice of Cure Claim and Limited Objection to the Assumption of Its Executory Contracts* ("**Cure Notice**"), related to the *Debtors' Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings, Inc. and its Debtor Affiliates* [Dkt. No. 488] ("**Plan**") filed by Reliz Technology Group Holdings, Inc., et al. ("**Debtors**").

I. INTRODUCTION

1. As of the date of this Cure Notice, Oracle is owed not less than $9,375.31 in cure (the "**Cure Amount**"). Oracle's agreements may not be assumed until the Cure Amount is paid. Therefore, Oracle requests that the Court deny the Debtors' request for authority to assume Oracle's agreements, absent payment of the Cure Amount and provision of adequate assurance of future performance.

II. FACTUAL BACKGROUND

2. The above captioned case was filed on March 15, 2026 (the "**Petition Date**") and an Order approving joint administration was entered shortly thereafter.

3. The Court entered its Order confirming the Plan on July 13, 2026. *See Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings, Inc. and Its Debtor Affiliates* [Dkt. No. 527]. The Plan went effective on July 28, 2026 (the "**Effective Date**"). *See Notice of (1) Entry of an Order Confirming the Second Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and its Debtor Affiliates: (II) Occurrence of Effective Date of the Plan; (III) Substantial Consummation of the Plan; and (IV) Certain Bar Dates* [Dkt. No. 542].

4. The Plan provides that all executory contracts will be rejected by the Debtors except for, among other things, those assumed in connection with the Plan, or scheduled to be assumed or assumed and assigned pursuant to the Plan or Plan Supplement. The Plan further states as follows:

> On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including any employee benefit plans, severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan or the Plan Supplement; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Effective Date; (3) is to be assumed by the Debtors or assumed by the Debtors and assigned to another third party, as applicable, in connection with any sale transaction; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; or (5) is a D&O Liability Insurance Policy. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement, pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

Plan Article V.A.

5. The Plan also sets forth the following procedures for contract counterparties to object to assumption and cure (the "**Assumption Objection Procedures**"):

> The Debtors, the GUC Trust, or the Purchaser (if any), as applicable, shall pay Cures, if any, on the Effective Date. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, **all requests for payment of Cure that differ from the ordinary course amounts paid or proposed to be paid by the Debtors, the GUC Trust, or the Purchaser shall be dealt with in the ordinary course of business and, if needed, shall be Filed with the Claims, Noticing, and Solicitation Agent on or before thirty days after the Effective Date**……..
>
> ……..In addition, **any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before thirty days after the Effective Date**. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

Plan Article V.C (emphasis added).

6. On June 24, 2026, the Debtors filed their *Plan Supplement to Amended Joint Chapter 11 Plan of Reliz Technology Group Holdings Inc. and Its Debtor Affiliates* [Dkt. No. 464] ("**Plan Supplement**"). Exhibit "A" to the Plan Supplement is the Schedule of Assumed Executory Contracts and Unexpired Leases. The Schedules identifies one Oracle agreement, described as an "ERP Software" ("**Oracle Agreement**") with a cure amount of $32.02.

7. The cure amount identified in the Plan Supplement is incorrect. The outstanding invoice which reflects the correct Cure Amount owed to Oracle is attached hereto as **Exhibit A**. Accordingly, Oracle timely submits its Cure Notice pursuant to the Assumption Objection Procedures.

III. ARGUMENT

A. The Debtors Must Pay The Cure Amount.

8. Before assuming an unexpired executory contract, a debtor must (1) cure (or provide adequate assurance of a prompt cure of) any defaults under the subject contracts, and

(2) provide adequate assurance of future performance under the contract. *See* 11 U.S.C. § 365(b)(1). Absent the foregoing, a debtor may not assume unexpired executory contracts.

9. As set forth in Exhibit A attached hereto, the total amount currently owed to Oracle by the Debtors is not less than $9,375.31. The Cure Amount must be paid prior to the assumption of any Oracle agreements.

B. The Debtors Have Not Provided Adequate Assurance.

10. In addition to requiring that defaults be cured, Section 365(b)(1)(c) of the Bankruptcy Code obligates a debtor to provide adequate assurance of future performance under the contract before the executory contract may be assumed. *See* 11 U.S.C. § 365(b)(1)(C). In light of the Debtors' failure to pay or to manifest an intent to pay the Cure Amount, Oracle is unable to determine whether Debtors have complied, or will comply, with the requirements of Section 365(b) of the Bankruptcy Code.

IV. CONCLUSION

11. For the reasons set forth above, Oracle respectfully requests that the Court deny assumption of any Oracle contract in the absence of Debtors' confirmation that they first will cure the outstanding amounts due and owing to Oracle.

Dated: August 26, 2026
Wilmington, Delaware

MARGOLIS EDELSTEIN

By: /s/ James E. Huggett
James E. Huggett, Esq. (#3956)
300 Delaware Avenue, Suite 800
Wilmington, Delaware 19801
Telephone: (302) 888-1112
E-mail: jhuggett@margolisedelstein.com

Mark F. Magnozzi, Esq.
Benjamin Rachelson, Esq.
THE MAGNOZZI LAW FIRM P.C.
23 Green Street, Suite 302
Huntington, New York 11743
Telephone: (631) 923-2858
E-mail: mmagnozzi@magnozzilaw.com

Shawn M. Christianson, Esq.
BUCHALTER LLP
425 Market Street, Suite 2900
San Francisco, California 94105
Telephone: (415) 227-0900
Facsimile: (415) 227-0770
E-mail: schristianson@buchalter.com

Colin Farrell Esq.
ORACLE AMERICA, INC.
500 Oracle Parkway
Redwood City, California 94065
Telephone: (650) 506-5200
Facsimile: (650) 506-7114

Attorneys for Oracle America, Inc.

EXHIBIT A

ORACLE NetSuite

Invoice # 2493076

Oracle America Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
United States
+1 888 803 7414
Tax ID No.: [redacted]5249

Bill To
Reliz Technology Group Holdings Inc.
401 W Ontario St Ste 400
Chicago IL 60654
United States

Ship To
Reliz Technology Group Holdings Inc.
401 W Ontario St Ste 400
Chicago IL 60654
United States

Invoice Date	**Terms**	**Due Date**	**Sales Rep**
19 May 2026	Net 30	18 June 2026	Fisher, Keller
Currency	**FX Rate**	**PO #**	**Estimate #**
USD	1		Estimate #1821849

Item	Description	Coverage Period	Quantity Ordered	Quantity Billed	Amount
NetSuite SuiteSuccess Software Standard Cloud Service	NetSuite SuiteSuccess Software Standard Cloud Service includes: ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated shipping depending on your location, use of Fulfillment Requests and Automatic Location Assignment for up to 5000 orders annually. ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support ** Productivity tools including contacts/calendar/events ** NetSuite Financial Management Cloud Service **NetSuite Advanced Electronic Bank Payments Cloud Service **NetSuite Revenue Management Cloud Service ** NetSuite OneWorld Cloud Service included for two (2) country/currency combinations. Additional countries/currencies may be purchased separately. ** Customer to provide the # of NetSuite OneWorld No Charge Subsidiaries to provision within purchased country/currency combinations. ** Real-time Dashboards with key business metrics, report snapshots ** Customer, Vendor and Partner Center logins ** 5 Employee Self-Service Users ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** NetSuite Basic Customer Support. Current URL Terms for support are located at www.netsuite.com/supportterms. ** Maximum of 30 general access users ** Includes one (1) Training On Demand Pass pursuant to the Learning Cloud & Learning Provider Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html NetSuite Standard Service Tier: ** Maximum of 100GB of File Cabinet Storage, which is included with Standard Service Tier. ** Maximum 100 Full Licensed Users Provisioned (excluding Employee Center, Partner Center, Advanced Partner Center, Vendor Center and Customer Center) ** Maximum 200,000 monthly transaction lines ** Maximum of 1 Su	18 May 2026 - 17 Aug 2026	1	0.25	$11,997.00
	iteCloud+ license				
NetSuite General Access Cloud Service User	General access user for NetSuite.	18 May 2026 - 17 Aug 2026	4	1	$1,440.00
NetSuite No Charge Subsidiary	NetSuite No Charge Subsidiary Includes: ** Additional no charge subsidiary for countries and currency combinations already purchased	18 May 2026 - 17 May 2027	10	2.5	$0.00
Subtotal					$13,437.00
Discount	Discount				($5,284.56)
Subtotal					$8,152.44

Item	Description	Coverage Period	Quantity Ordered	Quantity Billed	Amount
	The following items are not renewed and will be removed from this subscription at the beginning of this subscription term.				

Subtotal	$8,152.44
Tax Total	$1,222.87
Total	$9,375.31

Payment Address:
Oracle America, Inc.
Bank of America Lockbox Services
15612 Collections Center Drive
Chicago, IL 60693

Payment by Wire:
Bank of America
Account #: [redacted]7093
Account Name: Oracle America, Inc.
Bank Routing No. ACH/EFT: [redacted]0358
Bank Routing No. Dom. Wires: [redacted]9593
Swift Code: [redacted]US3N

Remittance Slip

Customer	9069020 Reliz Technology Group Holdings Inc.
Invoice #	2493076
Amount Due	$9,375.31
Amount Paid	_____

Remittance to be sent to Cash Applications email: cashapplications-ns_ww@oracle.com

Email: CollectionsTeam_US@Oracle.com
Toll Free: +1 888 803 7414

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Debtors.	**(Jointly Administered)**
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CERTIFICATE OF SERVICE

I, James E. Huggett, hereby certify that on August 26, 2026, I served a copy of *Oracle's Notice of Cure Claim and Limited Objection to the Assumption of Its Executory Contracts* on the parties listed on the attached Service List via electronic mail, where available.

/s/ James E. Huggett
James E. Huggett (#3956)

BY ECF

MCDERMOTT WILL & SCHULTE LLP *Counsel for Debtors* David R. Hurst dhurst@mcdermottlaw.com Andrew A. Mark amark@mcdermottlaw.com Darren Azman dazman@mcdermottlaw.com Joseph B. Evans jbevans@mcdermottlaw.com R. Ethan Dover edover@mcdermottlaw.com Gregg Steinman gsteinman@mcdermottlaw.com	Benjamin Hackman, Esq. **United States Trustee** 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19801 USTPRegion03.WL.ECF@USDOJ.GOV benjamin.a.hackman@usdoj.gov
Morris James LLP *Counsel to David Dunn, as the GUC Trustee of the Reliz Liquidating Trust* Eric J. Monzo emonzo@morrisjames.com Tara Pakrouh Evans tevans@morrisjames.com Samantha L. Rodriguez srodriguez@morrisjames.com	

BY REGULAR MAIL & EMAIL

KCC dba Verita Global *Claims and Noticing Agent* 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245 BlockFillsInfo@veritaglobal.com	