

ENTERED

July 12, 2023

Nathan Ochsner, Clerk

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

In re:

GENESIS CARE PTY LIMITED, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-90614 (DRJ)

(Jointly Administered)

Re: Docket No. 167**ORDER (I) AUTHORIZING AND APPROVING
PROCEDURES TO REJECT EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing and approving procedures for rejecting executory contracts and unexpired leases (including any amendments or modifications thereto, collectively, the “Contracts”), and (b) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); 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 this proceeding and the Motion in this district is permissible pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Debtors are authorized, but not required, to reject Contracts in accordance with the following Rejection Procedures:

- a. ***Rejection Notice.*** The Debtors will file one or more notices, substantially in the form attached as Exhibit A to the Procedures Order, with the Court (each, a "Rejection Notice") in each case with an attached schedule (the "Rejection Schedule") of those Contract(s) that the Debtors seek to reject pursuant to section 365 of the Bankruptcy Code. The Rejection Schedule shall set forth, among other relevant information: (i) each Contract to be rejected; (ii) the Debtor or Debtors party to such Contract; (iii) the names and addresses of the counterparties to such Contract (the "Rejection Counterparties"); (iv) the effective date of the rejection for each Contract (the "Rejection Date"), which shall be the later of (A) the proposed effective date of the rejection for such Contract, or (B) if such Contract is an unexpired lease of non-residential real property (a "Lease"), the date upon which the Debtors (I) surrender the premises to the landlord and return the keys, key codes, or security codes, as applicable, or (II) provide written notice to the landlord that such landlord may enter and re-let the Premises; (v) if a Lease, the personal property to be abandoned, if any, and an estimate of the book value of such property, if available and practicable; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection Notice may list multiple Contracts; *provided* that the number of counterparties to Contracts listed on each Rejection Notice shall be limited to no more than 100 and the Rejection Counterparties shall be listed in alphabetical order. Further, the Rejection Notice shall include the proposed form of order approving the rejection of the Contracts, which shall be substantially in the form of Exhibit A-1 to the Rejection Notice.
- b. ***Service of the Rejection Notice.*** The Debtors will cause the Rejection Notice to be served by: (i) overnight delivery service and electronic mail, if known, upon (A) the Rejection Counterparties affected by the Rejection Notice at the notice address provided in the applicable Contract (and upon such Rejection Counterparty's counsel, if known) and (B) where known, any third parties that may, to the best of the Debtors' knowledge, have a known interest in the Debtors' personal property located on the Premises;

and (ii) electronic mail upon (A) the United States Trustee for the Southern District of Texas; (B) counsel to any statutory committee appointed in these chapter 11 cases (the “Committee”); (C) counsel to the counsel to the Ad Hoc Term Lender Group, Akin Gump Strauss Hauer & Feld LLP; (D) Kroll Agency Services Limited as DIP Agent; (E) counsel to the DIP Agent, Sidley Austin LLP; (F) counsel to KKR & Co. L.P., Paul, Weiss, Rifkind, Wharton & Garrison LLP; and (G) counsel to China Resources (Holdings) Co., Ltd., Ropes & Gray LLP (collectively, the “Rejection Notice Parties”).

- c. ***Objections to Proposed Rejection.*** Any objections to a proposed rejection of a Contract³ (including any objections to the Debtors’ abandonment of personal property at the Premises) must be in writing, filed with the Court, and served by ***electronic mail*** on the following parties⁴ so as to be ***actually received*** by such parties no later than fourteen (14) days after the date that the Debtors served the Rejection Notice to reject such Contract or such other time period as agreed between the Debtors and the Rejection Counterparties (the “Rejection Objection Deadline”):

- i. **Proposed co-counsel to the Debtors:** Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com); and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Jaimie Fedell (jaimie.fedell@kirkland.com);
- ii. **Proposed co-counsel to the Debtors:** Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), and Genevieve M. Graham (ggraham@jw.com);
- iii. **The U.S. Trustee:** the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Hector Duran (Hector.Duran.Jr@usdoj.gov);
- iv. **Counsel to certain Lenders under the DIP Facility:** counsel to the Ad Hoc Term Lender Group, Akin Gump Strauss Hauer & Feld LLP, 2001 K Street, N.W., Washington, DC 20006, Attn: Scott L. Alberino (salberino@akingump.com) and Alexander F. Antypas (aantypas@akingump.com); Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Abid Qureshi (aquireshi@akingump.com); Akin Gump Strauss Hauer & Feld LLP,

³ An objection to the rejection of a particular Contract listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract listed on such Rejection Notice, unless otherwise specified in such objection.

⁴ In the event a Rejection Notice is filed by conflicts counsel, Debtors’ counsel shall promptly forward any related objections to such counsel upon receipt.

2300 N. Field Street, Suite 1800, Dallas, Texas 75201, Attn: Lacy M. Lawrence (llawrence@akingump.com); and

- v. counsel to the Committee.
- d. ***Amended Rejection Schedule and Rejection Order.*** For those Contracts where no objection is filed and served by the Rejection Objection Deadline, the Debtors may generate an amended Rejection Schedule (the “Amended Rejection Schedule”). The Amended Rejection Schedule, or Rejection Schedule, as applicable, may be attached to a proposed order to reject the Contracts listed in the Amended Rejection Schedule or Rejection Schedule, as applicable, in each case substantially in the form of Exhibit A-1 attached to the Procedures Order (the “Rejection Order”), and filed with the Court under a certificate of no objection or certificate of counsel, as applicable, after the expiration of the Rejection Objection Deadline. No Contract shall be deemed rejected absent entry of an applicable Rejection Order.
- e. ***Hearings (If Necessary).*** If an objection is properly filed and served as specified above and not withdrawn or resolved, unless such parties agree otherwise in writing, a hearing will be scheduled on not less than ten (10) days’ notice of such hearing (subject to Court availability) to each objecting party, each Rejection Counterparty to such Contract, and the Rejection Notice Parties. Such Contract will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order resolving the objection as between the objecting party and the Debtors or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court.
- f. ***Modifications to Rejection Schedule.*** The Debtors reserve the right to remove, but not add, any Contract from a Rejection Schedule or an Amended Rejection Schedule at any time prior to the entry of the Rejection Order.
- g. ***Set Off and Recoupment.*** If the Debtors have deposited monies with a counterparty as a security deposit or other arrangement, such counterparty may not set off or recoup or otherwise use such deposit without (i) the prior approval of the Court or (ii) agreement of the Debtors.
- h. ***Removal of Personal Property.*** In connection with the rejection of a Lease, with respect to any personal property of the Debtors located at any of the premises subject to any Rejection Notice (collectively, the “Premises”), the Debtors are authorized, but not directed, to remove any such property prior to the Rejection Date. If the Debtors determine that any personal property at a particular Premises has no or *de minimis* value or the cost of removing such property exceeds the value of such property, the Debtors shall generally describe such property in the Rejection Notice and their intent to abandon such property. Absent a timely objection that is sustained by the

Court, any and all personal property located on the Premises on the Rejection Date of the applicable Lease will be deemed abandoned pursuant to section 554 of the Bankruptcy Code, as is, effective as of the Rejection Date. For the avoidance of doubt, the Debtors shall not abandon medical, pharmacy, and business records (the “Medical Records”) and medications, including controlled substances, chemicals, medical waste, infectious materials, and other hazardous materials (the “Medical Waste”) except as permitted by applicable law. Following the Rejection Date, landlords may use or dispose of such abandoned personal property in their sole discretion free and clear of all liens, claims, encumbrances, and interests, and without notice or liability to the Debtors or any third party or any notice or order of the Court. To the extent applicable, the automatic stay is modified to allow such disposition. The rights of the applicable Lease counterparty to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties’ rights to object to such claims. Further, notwithstanding anything to the contrary in the Procedures Order, nothing in the Procedures Order shall modify or eliminate any requirements of the Debtors under applicable non-bankruptcy law with respect to the removal of any hazardous materials (as defined under such law) from any leased premises.

2. The Debtors are authorized to abandon any *de minimis* or otherwise burdensome property located at any Premises, including miscellaneous fixtures, furniture, and equipment, subject to the Debtors’ and third parties’ rights and defenses with respect to any claims arising therefrom.

3. The Debtors further request that each Rejection Counterparty be required to file a proof of claim relating to the rejection of its applicable Contract(s), if any, by the later of (a) the applicable dates designated by the Bankruptcy Court (or pursuant to the Bankruptcy Rules) as the last date for filing proofs of claims in these chapter 11 cases, (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the entry of the order approving such rejection of the applicable Contract, and (c) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the effective date of such rejection of the applicable Contract.

4. Entry of this Order and approval of the Rejection Procedures set forth herein shall not prevent the Debtors from seeking to reject a Contract by separate motion or pursuant to a chapter 11 plan.

5. 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 from the rejection of a Contract, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and is no longer an executory contract.

6. 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.

7. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

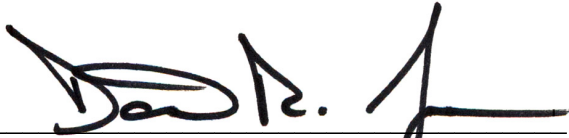
8. Notice of the Motion as provided therein shall be deemed good and sufficient and satisfies the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: July 12, 2023.



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Rejection Notice

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

In re:

GENESIS CARE PTY LIMITED, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 23-90614 (DRJ)
)

) (Jointly Administered)
)

) **Re: Docket No. __**
)

**[NUMBER] NOTICE OF REJECTION OF
CERTAIN EXECUTORY CONTRACT[S] [AND/OR] UNEXPIRED LEASES[S]**

PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR NAMES AND THEIR CONTRACTS ON <u>SCHEDULE I</u> ATTACHED HERETO AND READ THE CONTENTS OF THIS NOTICE CAREFULLY.
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On [____], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order on the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) approving procedures for the rejection of executory contracts and unexpired leases and granting related relief [Docket No. ____] (the “Procedures Order”).²

The Debtors hereby provide this notice (this “Notice”) of their intent to reject the Contract(s) listed in **Schedule I** attached hereto. Pursuant to the terms of the Procedures Order, the Contract(s) shall be deemed rejected effective as of the date set forth in **Schedule I** (the “Rejection Date”).

The Debtors intend to abandon the personal property remaining in or on the property that is the subject of the above-referenced Contract(s) that are unexpired leases as described in **Schedule I** (if any). Pursuant to the terms of the Procedures Order, upon entry of the Rejection Order (as defined herein), the landlord shall be entitled to dispose of such abandoned personal property without further notice or order from this Court and without liability for such disposal.

If you object to the Debtors’ rejection of the Contract(s) listed in **Schedule I** (including any objections to the Debtors’ abandonment of personal property, if any), you must file a written

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Procedures Order.

objection with the Court and serve such objection by *electronic mail* so as to be *actually received* by the following parties (collectively, the “Notice Parties”) no later than fourteen (14) days after the date that the Debtors served this Notice or such other time period as agreed between you and the Debtors:

- i. **Proposed co-counsel to the Debtors:** Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), Steven N. Serajeddini, P.C. (steven.serajeddini@kirkland.com); and Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654, Attn: Jaimie Fedell (jaimie.fedell@kirkland.com);
- ii. **Proposed co-counsel to the Debtors:** Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, Texas 77010, Attn: Matthew D. Cavanaugh (mcavanaugh@jw.com), Jennifer F. Wertz (jwertz@jw.com), and Genevieve M. Graham (ggraham@jw.com);
- iii. **The U.S. Trustee:** the Office of the United States Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Hector Duran (Hector.Duran.Jr@usdoj.gov);
- iv. **Counsel to certain Lenders under the DIP Facility:** counsel to the Ad Hoc Term Lender Group, Akin Gump Strauss Hauer & Feld LLP, 2001 K Street, N.W., Washington, DC 20006, Attn: Scott L. Alberino (salberino@akingump.com) and Alexander F. Antypas (aantypas@akingump.com); Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Abid Qureshi (aqureshi@akingump.com); Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, Texas 75201, Attn: Lacy M. Lawrence (llawrence@akingump.com); and
- v. counsel to the Committee.

Pursuant to the terms of the Procedures Order, if no objection is filed and served in accordance with the above procedures, the Debtors may include and file with the Court the above-described Contract(s) in a rejection schedule attached to the proposed form of order under a certificate of no objection, substantially in the form attached hereto as **Exhibit 1** (the “Rejection Order”). No Contract shall be deemed rejected absent entry of an applicable Rejection Order.

If an objection is properly filed and served on the Debtors and the Notice Parties, as specified above,³ unless such parties agree otherwise in writing, a hearing will be scheduled to consider that objection. The applicable Contract(s) subject to the objection will only be deemed rejected upon entry by the Court of a consensual form of Rejection Order filed under certificate of

³ An objection to the rejection of a particular Contract listed on this Notice shall not constitute an objection to the rejection of any other Contract listed on this Notice.

counsel resolving the objection as between the objecting party and the Debtors, or, if resolution is not reached and/or the objection is not withdrawn, upon further order of the Court.

Pursuant to the terms of the Procedures Order, if the Debtors have deposited monies with a landlord pursuant to a security deposit or otherwise, the landlord holding such monies may not set-off or recoup or otherwise use such monies without (a) prior approval of the Court or (b) agreement of the Debtors.

Pursuant to the terms of the Procedures Order, if you have a claim for any damages as a result of the Debtors' rejection of the above-referenced Contract(s), you must submit a proof of claim by the later of (a) the applicable dates designated by the Bankruptcy Court (or pursuant to the Bankruptcy Rules) as the last date for filing proofs of claims in these chapter 11 cases, (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the entry of the order approving such rejection of the applicable Contract, and (c) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the effective date of such rejection of the applicable Contract.

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 OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

Houston, Texas
[●], 2023

/s/

JACKSON WALKER LLP

Matthew D. Cavanaugh (TX Bar No. 24062656)
Jennifer F. Wertz (TX Bar No. 24072822)
Genevieve M. Graham (TX Bar No. 24085340)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavanaugh@jw.com
jwertz@jw.com
ggraham@jw.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

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Steven N. Serajeddini, P.C. (admitted *pro hac vice*)
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steven.serajeddini@kirkland.com

- and -

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Jaimie Fedell (admitted *pro hac vice*)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: jaimie.fedell@kirkland.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

Schedule I

Schedule of Rejected Contracts

Exhibit A-1

Proposed Rejection Order

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

In re:

GENESIS CARE PTY LIMITED, *et al.*,¹

Debtors.

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Chapter 11

Case No. 23-90614 (DRJ)

(Jointly Administered)

Re: Docket No. ____

**[NUMBER] ORDER APPROVING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED
LEASES AND THE ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY**

Pursuant to the order approving the procedures for the rejection of executory contracts and unexpired leases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and granting related relief [Docket No. ____] (the “Procedures Order”);² and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); 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 this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the Rejection Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/GenesisCare>. The location of Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 2270 Colonial Blvd., Fort Myers, FL 33907.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

no timely objections have been filed to the Rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the rejection date set forth on the Rejection Schedule (the “Rejection Date”).

2. Any claims against the Debtors arising from the rejection of any applicable Contracts set forth in the Rejection Schedule must be filed on or before the later of (a) the applicable dates designated by the Bankruptcy Court (or pursuant to the Bankruptcy Rules) as the last date for filing proofs of claims in these chapter 11 cases, (b) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the entry of this order, and (c) 5:00 p.m., prevailing Central Time, on the date that is thirty (30) days following the effective date of such rejection of the applicable Contract.

3. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.

4. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas

Dated: _____, 2023

DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Schedule of Rejected Contracts