



Order Filed on October 18, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1</p>
<p>FOX ROTHSCHILD LLP 49 Market Street Morristown, NJ 07960 Joseph J. DiPasquale, Esq. Michael R. Herz, Esq. Agostino A. Zammiello, Esq. jdipasquale@foxrothschild.com mherz@foxrothschild.com azammiello@foxrothschild.com Telephone: (973) 992-4800 Facsimile: (973-992-9125</p> <p><i>Counsel to the Debtor and Debtor in Possession, Hanover Hills Surgery Center LLC</i></p>
<p>In re:</p> <p>ATLANTIC NEUROSURGICAL SPECIALISTS, P.A. <i>et al,</i>¹</p> <p style="text-align: center;">Debtors.</p>

Chapter 11
Case No. 24-15726(VFP)
Jointly Administered

ORDER PURSUANT TO 11 U.S.C. §§ 105(A), 363, AND 365 (I) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF DEBTOR’S ASSETS, FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES, AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through twenty-three (23), is hereby ORDERED.

DATED: October 18, 2024

Honorable Vincent F. Papalia
United States Bankruptcy Judge

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Atlantic Neurosurgical Specialists, P.A., d/b/a Altair Health (0733); ANS Newco, LLC, d/b/a Atlantic Neurosurgical Specialists (7893); and Hanover Hills Surgery Center LLC, d/b/a Altair Health Surgical Center (8645).

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Caption of Order: Order Pursuant to 11 U.S.C. §§ 105(a), 363, and 365 Approving the Sale of Substantially All of the Debtor's Assets, Free and Clear of All Liens, Claims, Encumbrances and Interests, (II) Authorizing the Assumption and Assignment of Executory Contracts and Leases; and (III) Granting Related Relief

THIS MATTER having been brought before the Court by Hanover Hills Surgery Center LLC (“Hanover Hills” or the “Debtor”), a debtor and debtor in possession in the above-captioned jointly administered chapter 11 cases, upon *Motion for Entry of an Order (I)(A) Approving the Auction and Bidding Procedures, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Bid Deadlines and an Auction, (D) Approving the Form and Manner of Notice Thereof, and (II)(A) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (B) Authorizing the Assumption and Assignment of Assumed Contracts and Leases, (C) Authorizing the Sale of Assets, and (D) Granting Related Relief* (the “Motion”)² [D.I. 118] pursuant to sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code, Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedures, and D.N.J. LBR 6004-1; and the Debtor having entered into an asset purchase agreement (the “APA”) substantially in the form attached hereto as **Exhibit A**, with AOP Holdings, LLC (the “Purchaser”) for the sale to Purchaser of substantially all of the Debtor’s assets (the “Sale Assets”)³ free and clear of all liens, claims, encumbrances and interests; and upon the record of the hearing to consider approval of the proposed Sale (the “Sale Hearing”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion, the APA (as defined herein), or the *Interim Order Authorizing (I) Post-Petition Financing to Hanover Hills Surgery Center LLC, (II) Use of Cash Collateral by Hanover Hills Surgery Center LLC, (III) the Granting of an Administrative Claim and Carve Out to the ANS Debtors for Repayment of Certain Intercompany Post-Petition DIP Loans Ahead of Payment to Key Bank from the Net Proceeds of the Sale of the Assets of Hanover Hills, and (IV) Modifying the Automatic Stay as may be Necessary and (V) Scheduling a Final Hearing* (the “Interim DIP Order”) [Docket No 169], as applicable.

³ For the avoidance of doubt, the Sale Assets include, among other things, the Debtor’s interest in a license issued by the New Jersey Department of Health to own and operate an ambulatory surgery center, and the Debtor’s lease for its facility located at 83 Hanover Road, Suite 100, Florham Park, New Jersey 07932 and “Assets” as defined in the APA.

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of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and opportunity for a hearing on the Motion having been given; and the Court having considered the papers filed, including opposition, if any; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the Purchaser has submitted the best and highest offer for the Sale Assets and that entering into the APA is a sound exercise of the Debtor's business judgment; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and its creditors; and after due deliberation and for the reasons set forth herein; and for good cause shown, it is hereby

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. The relief requested in the Motion is a core proceeding

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pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The Debtor has given proper and sufficient notice of the Motion, the Debtor's proposed entry of the assumption and assignment of the executory contracts and unexpired leases and related cure costs, and of the Sale Hearing. The notice of the Motion and of the Sale Hearing was adequate and sufficient under the circumstances, and no other or further notice need be provided. Any otherwise applicable notice requirement is hereby waived.

D. The Sale of the Sale Assets pursuant to the APA has been conducted pursuant to a fair and equitable process.

E. The record establishes that there are (i) good, valid and sound business purposes for the Sale of the Sale Assets and the assumption and assignment of the executory contracts and unexpired leases to the Purchaser; and (ii) compelling circumstances for the entry into the APA and the consummation of the transactions contemplated thereby pursuant to sections 105(a) and 363 of the Bankruptcy Code prior to any confirmation of a chapter 11 plan.

F. The consideration to be paid under the APA is fair and reasonable under the circumstances of this chapter 11 case, and the Debtor is not aware of any other entity interested in submitting an offer that would provide greater economic value to the Debtor's estate than the Purchaser's proposal as set forth in the APA, and the Purchaser's offer is the highest and best offer for the Sale Assets. The transactions contemplated by the APA will provide a greater recovery

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with respect to the Sale Assets for the Debtor's estate than would be provided by any other practical and available alternative.

G. Each entity that claims any interest in the Sale Assets has either consented to the Sale on the terms set forth in the APA and this Order, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such interest.

H. The Purchaser is not an "insider" or "affiliate" of the Debtor as those terms are defined in the Bankruptcy Code. The Debtor and the Purchaser have at all times acted in good faith and in accordance with applicable law. The Purchaser is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Sale of the Sale Assets to the Purchaser pursuant to the APA is a sale in good faith within the meaning of section 363(m) of the Bankruptcy Code, and the Purchaser is entitled to the protections of section 363(m). Neither the APA, the transactions contemplated thereby, nor Purchaser's actions chilled or adversely impacted the Sale process. The Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction, and there has been no evidence presented to this Court that the Sale price was controlled by any agreement among potential bidders or that any activity prohibited by section 363(n) of the Bankruptcy Code has occurred.

I. The Debtor has full authority and power to execute and deliver the APA and all other documents which may be contemplated by the APA, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution, delivery and

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performance of the APA and transactions contemplated thereby has been duly and validly authorized by all necessary action. No other consents or approvals are necessary or required for the Debtor to enter into the APA, perform its obligations thereunder and consummate the transactions contemplated thereby.

J. The Debtor may sell, assign, or transfer the Sale Assets to Purchaser free and clear of all liens, claims, encumbrances and interests against the Debtor, its estate or any of the Sale Assets, because one or more of the standards set forth in section 363(f) of the Bankruptcy Code has or have been satisfied. Those holders of liens, claims, encumbrances and interests against the Debtor, its estate or the Sale Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

K. Adequate assurance exists that the Purchaser will fully perform all future obligations under the assigned executory contracts and unexpired leases. Assumption and assignment of such executory contracts and unexpired leases is an appropriate exercise of the Debtor's business judgment.

L. The Purchaser would not have entered into the APA and would not have consummated the transactions contemplated therein, thus materially affecting the Debtor, the Debtor's estate, and creditors, if the Sale of the Sale Assets and the assumption and assignment to the Purchaser of certain executory contracts and unexpired leases were not, as to the Debtor free and clear of all liens, claims, rights, interest, and encumbrances, or if the Purchaser would be liable

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for any of the Sale Assets prior to or before March 31, 2025 as set forth in section 1.3 of the APA.

M. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret and enforce the terms and provisions of this Order and the APA. Upon five (5) days written notice to the Court and all parties in interest, or such other period as is reasonable and appropriate in the circumstances, the Court shall adjudicate, if necessary, any and all disputes concerning or relating in any way to, or affecting, any of the transactions contemplated under the APA.

N. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

O. As evidenced by the affidavits of service filed with the Court, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale, the assumption and assignment of the executory contracts and unexpired leases and related cure costs, and the APA has been provided in accordance with Bankruptcy Code sections 102(1) and 363, and Bankruptcy Rules 2002, 6004, 6006 and 9006, (ii) such notice was good, sufficient and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale and the APA is or shall be required.

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IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. Any and all objections or responses to the Motion and the relief requested therein that have not been withdrawn, resolved, or addressed in this Order, are overruled.
3. All requirements and conditions under sections 363 of the Bankruptcy Code for the Sale of the Sale Assets to the Purchaser have been satisfied. The Debtor is authorized to transfer, and upon the Closing shall transfer to Purchaser all of the Debtor's right, title, and interest in and to, and possession of, the Sale Assets for a cash purchase price of \$3,000,000, subject to adjustment (the "Sale Proceeds"), which shall be immediately vested in the Purchaser, and, to the extent provided in the APA, such title to the Sale Assets shall be transferred to the Purchaser free and clear of the liens, claims, encumbrances, and interests (except as otherwise provided in the APA) in each case, either in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing with such valid liens, claims, encumbrances and interests attaching to the net Sale Proceeds to the same extent, priority

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and validity that the holder of such liens, claims, encumbrances and interests hold against the Sale Assets prior to the Closing.

4. The Debtor is further authorized and, upon the Closing, directed to take such steps and to execute such documents as are reasonably necessary to give effect to the transfers and transactions contemplated under the APA. Pursuant to section 365 of the Bankruptcy Code, the Debtor is authorized to assume and assign those executory contracts and unexpired leases identified by the Purchaser as part of the APA as of the Closing, including, but not limited to the assumption and assignment of the lease, as amended, including the unsigned Fifth Amendment and the August 11, 2023 exercised option letter for Debtor's surgery center located at 83 Hanover Road, Suite 100, Florham Park, New Jersey 07932 (the "Lease"), and the Debtor's license (number 24260) from the State of New Jersey to operate an ambulatory care center (the "Facility License"), subject to regulatory approval and the Closing. The Debtor's executory contracts and unexpired leases shall remain in full force and effect through the Closing, to the extent not rejected earlier and notwithstanding the time period to assume and/or reject under section 365(d)(4) of the Bankruptcy Code.

5. The Debtor, its affiliates, and their respective directors, managers, officers, employees, and agents are authorized to execute and deliver, and authorized to perform under, consummate, and implement all additional notices, assumptions, conveyances, releases, acquittals, instruments, and documents that may be reasonably necessary or desirable to implement the APA,

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including the transfer and, as applicable, the assignment of all the Sale Assets and to take further actions as may be necessary or appropriate to the performance of the obligations contemplated by the APA without further order of this Court.

6. All persons and entities, without limitation, the Debtor, the Debtor's estate, debt security holders, equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, former employees, trade creditors, and any other creditors (or agent of any of the foregoing) who may or do hold claims, interests, or encumbrances (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtor or the Sale Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Sale Assets, the operation or ownership of the Sale Assets by the Debtor prior to the date of the Closing, or the APA, are hereby prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against the Purchaser, its affiliates, successors, assigns, its property or the Sale Assets, including, without limitation, taking any of the following actions with respect to any claims, interests, or encumbrances: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Purchaser, its affiliates, successors, assigns, assets (including the Sale Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its affiliates, successors, assigns, assets

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(including the Sale Assets), and/or properties; (c) creating, perfecting, or enforcing any claim against the Purchaser, its affiliates, any of their respective successors, assigns, assets (including the Sale Assets), and/or properties; (d) asserting a claim as a setoff that was not taken prepetition, or right of subrogation of any kind against any obligation due against the Purchaser, its affiliates, or any of their respective successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the APA, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Sale Assets to the Purchaser in accordance with the terms of this Order and the APA.

7. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the date of the Closing, to operate under any license, permit, registration, and governmental authorization of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser with respect to the Sale Assets as of the date of the Closing.

8. Pursuant to section 363(b) and (f) of the Bankruptcy Code and to the fullest extent permitted by law, the Sale Assets shall be transferred to the Purchaser upon Closing of the Sale free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever, in each case, either in law or in equity, known or unknown, choate or inchoate, filed or unfiled,

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scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing with any such valid liens, claims, encumbrances and interests attaching to the net Sale Proceeds to the same extent, priority and validity that the holder of such liens, claims, encumbrances and interests hold against the Sale Assets prior to the Closing. For the avoidance of doubt, the Sale Assets shall be transferred free and clear of any outstanding prepetition or postpetition liens or encumbrances securing any obligation under the Intercompany DIP Loan or any Secured Obligation with any such valid liens, claims, encumbrances and interests attaching to the net Sale Proceeds to the same extent, priority and validity that the holder of such liens, claims, encumbrances and interests hold against the Sale Assets prior to the Closing.

9. The transfer of the Sale Assets to the Purchaser shall constitute a legal, valid and effective transfer. Except to the extent otherwise provided for in the APA, title and interest in and to the Sale Assets shall pass to the Purchaser at Closing, subject to the satisfaction of all pre- and post-petition cure amounts owed for rent payments pursuant to the Lease, free and clear of all liens, claims, encumbrances and interests, with any such valid liens, claims, encumbrances and interests

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attaching to the net Sale Proceeds to the same extent, priority and validity that the holder of such liens, claims, encumbrances and interests hold against the Sale Assets prior to the Closing.

10. In addition to the Lease and Facility License, which will be assumed and assigned to the Purchaser at the Closing, the Purchaser shall have the exclusive right to select and identify, from time to time, for thirty (30) days after the date of entry of this Order, one or more designees to which any or all of Debtor's executory contracts and/or unexpired leases may be assumed and assigned, whereupon the Debtor shall promptly file a notice identifying such executory contracts or unexpired leases designated for assumption and assignment, pursuant to section 365 of the Bankruptcy Code. Any such assumption and assignment shall be conditioned upon payment of cure amounts, subject to the terms of the APA, and said assumption and assignment shall occur at the Closing. If an executory contract or unexpired lease is not identified by the Purchaser for assumption within thirty (30) days after entry of this Order, then such contract or unexpired lease shall be deemed rejected.

11. To the extent that the Closing does not occur, including, but not limited to failure to obtain regulatory approval, the Debtor reserves the right to reject all executory contracts or unexpired leases, including, but not limited to, the Lease.

12. The provisions of this Order and any actions taken hereunder shall survive the entry of any order which may be entered confirming any plan of reorganization, converting the Debtor's case from chapter 11 to chapter 7, or dismissing the case in its entirety. The terms and provisions

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of this Order shall be binding in all respects upon the Debtor, its estate, and any trustee thereof, and all creditors and members of the Debtor, all interested parties and their respective successors and assigns, including but not limited to, any creditor asserting a lien, claim, encumbrance or interest in the Sale Assets.

13. The Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts or obligations of the Debtor in any way whatsoever relating to or arising from the Debtor's ownership of the Sale Assets prior to the earlier of the Closing and March 31, 2025 as contemplated by the APA, at which time, Purchaser shall be responsible for the liabilities set forth in the APA.

14. The consideration provided by the Purchaser for the Sale Assets shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The Sale of the Sale Assets to the Purchaser pursuant to the APA is free from any fraudulent intent, purpose or desire on the part of the Purchaser or the Debtor to escape liability for any obligations of the Debtor or for the purpose of hindering, delaying or defrauding creditors.

15. The provisions of this Order (i) authorizing the Sale of the Sale Assets by the Debtor to the Purchaser free and clear of all liens, claims, rights, interests, and encumbrances, and (ii) authorizing the Debtor to assume and assign the executory contracts and unexpired leases to the Purchaser, shall be self-executing and neither the Debtor, the Purchaser, nor any other party shall

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be required to execute or file releases, termination statements, assignments, cancellations, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof with respect to such Sale; provided, however, that this paragraph shall not excuse such parties from performing any and all of their respective obligations under the APA.

16. Upon the Closing, all persons and entities, including, without limitation, all filing, registration, or recording officers or agents, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all others that may be required by operation of law, the duties of their offices, or contract, to accept, file, register, or record or release any documents or instruments, or that may be required to report or insure any title or state of title in or to any of the Sale Assets, are hereby authorized to (i) accept this Order as sole and sufficient evidence of the transfers of all right, title, and interest in, to, and under the Sale Assets, and may rely on this Order in consummating, or facilitating the consummation of, the transactions contemplated by the APA and this Order, including the assumption and assignment of the executory contracts and unexpired leases to the Purchaser and (ii) accept, file, register, and/or record all documents and instruments of transfer including, without limitation, deeds, leases, and assignments, modifications, and terminations of leases (if any), that may be filed, registered, and/or recorded under the terms of this Order or the APA, and are forever barred, prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Purchaser to

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transfer the Sale Assets to the Purchaser, including with respect to the assumption and assignment of the executory contracts and unexpired leases to Purchaser in accordance with the terms of this Order and the APA, free and clear of all liens, claims, interests, rights and encumbrances, and from otherwise interfering with the Purchaser's enjoyment of the Sale Assets and the executory contracts and unexpired leases.

17. All persons and entities that are presently, or on the date of the Closing may be, in possession of some or all of the Sale Assets are hereby directed at such person's or entity's sole expense, to surrender possession of the Sale Assets prior to the date of the Closing, or as otherwise directed by the Purchaser and in accordance with the APA.

18. In the event of a disputed cure amount (a "Cure Dispute"), the executory contract or unexpired lease subject to the Cure Dispute may, at the Purchaser's sole discretion, be assumed and assigned prior to the resolution of such Cure Dispute, so long as the Purchaser (i) pays any undisputed portion to the respective counterparty and (ii) reserves funding for the disputed portion of the Cure Dispute pending its resolution. For the avoidance of doubt, the assumed and assigned executory contracts or unexpired leases subject to a Cure Dispute under this paragraph may still be assumed and assigned to Purchaser on the date of the Closing notwithstanding the pending Cure Dispute. In the event that Purchaser and the counterparty to an executory contract or unexpired lease subject to a Cure Dispute are unable to mutually resolve the Cure Dispute, either party may

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make a request to the Court in writing and on notice to the other party that the Court hold a hearing to address the Cure Dispute.

19. Any provision in any of the assumed and assigned executory contracts or unexpired leases purporting in any way to restrict, condition, or prohibit the Debtor's ability to assume and assign such contract or lease to the Purchaser or to impose any similar restraints on alienation is unenforceable and no such provision shall prevent or in any way impair the Debtor's ability to assume and assign such executory contract or unexpired lease to the Purchaser or interfere with the Purchaser's enjoyment of the Debtor's rights thereunder following such assignments.

20. Subject to the terms of the APA, all requirements and conditions under sections 363 and 365 of the Bankruptcy Code are satisfied. The Debtor is authorized to assume and assign to the Purchaser the executory contracts or unexpired leases pursuant to and in accordance with sections 105 and 365 of the Bankruptcy Code without further application to or order of the Court, and upon the Closing (as defined in section 3.1 of the APA), the assumed and assigned executory contracts or unexpired leases shall be assumed by the Debtor and assigned to and vested in the Purchaser, subject to the satisfaction of all pre- and post-petition cure amounts owed for rent payments pursuant to the Lease. Such assignments shall be free and clear of all liens, claims, rights, interests, and encumbrances, except for the liabilities incurred prior to the Transition Date as set forth in section 1.3 of the APA, with all such valid liens, claims, rights, interests, and encumbrances attaching to the net Sale Proceeds to the same extent, priority and validity that the

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holder of such liens, claims, rights, interests and encumbrances held against the Sale Assets prior to the Closing, and following assignment, the Purchaser shall be fully and irrevocably vested with all such assigned executory contracts and unexpired leases. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor and the Debtor's estate shall be relieved from any liability for any breach of an executory contract and unexpired lease assigned to the Purchaser pursuant to this Order and the APA occurring after the effective date of the applicable assignment.

21. The counterparties to any of the executory contracts or unexpired leases assigned to the Purchaser pursuant to this Order and the APA shall be obligated to perform under their respective lease or contract, subject to the terms thereof. Any provision in any executory contract or unexpired lease assumed and assigned to the Purchaser pursuant to this Order and the APA that purports to declare a breach, default or payment right as result of an assignment or a change of control in respect of the Debtor is unenforceable, and all such assumed and assigned executory contracts and unexpired leases shall remain in full force and effect, subject only to payment of the appropriate cure amount, if any. No sections or provisions of any executory contract or unexpired lease assumed and assigned to the Purchaser pursuant to this Order and the APA that purports to provide for additional payments, rent accelerations, assignment fees, increases, payments, charges or any other fees charged to the Purchaser or the Debtor as a result of the assumption and the assignment of any such executory contract or unexpired lease shall not have any force and effect with respect to the transactions contemplated by the APA and as authorized by this Order, and such

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provisions constitute unenforceable anti-assignment provisions under Section 363(f) of the Bankruptcy Code. The Purchaser shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any assumed and assigned executory contract or unexpired lease to the extent not previously provided by the Debtor.

22. The Purchaser has satisfied all requirements under sections 365(b)(1) and (f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under the executory contracts or unexpired leases to be assumed and assigned to the Purchaser.

23. The Sale Proceeds shall be distributed pursuant to further order of the Court.

24. Pursuant to section 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal shall not affect the validity of the transfer of the Sale Assets to the Purchaser unless this Order is stayed pending appeal prior to closing of the transaction contemplated by the APA.

25. The transactions contemplated in the APA may not be avoided, and no damages may be assessed against the Purchaser under section 363(n) of the Bankruptcy Code.

26. The Purchaser may consummate the transactions contemplated under the APA at any time after entry of this Order by waiving any and all of its Closing conditions set forth in the APA that have not been satisfied and by proceeding to close the transactions without any notice to the Court, any pre-petition or post-petition creditor of the Debtor or any other party in interest.

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27. This Court shall retain exclusive jurisdiction to (a) enforce this Order, the APA, any and all amendments or modifications to any of the foregoing, and any and all waivers or consents under or in connection with any of the foregoing, (b) compel delivery of the Sale Assets to the Purchaser, and assignment of the executory contracts and unexpired leases, (c) resolve any disputes arising under or relating to this Order or the APA, (d) enjoin and adjudicate the assertion of any lien, claim, right, interest, or encumbrance against or in respect of the Purchaser, or any assignee of the Purchaser, the Sale Assets, or any of the executory contracts and unexpired leases, and (e) otherwise interpret, implement, and enforce the provisions of this Order and the APA.

28. The failure to include specifically any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the APA be authorized and approved in its entirety.

29. The terms of this Order and the APA shall in all respects be binding upon and enforceable against all persons and entities, including, without limitation, the Debtor and the Debtor's estate, any and all trustees thereof, any committees appointed in the Debtor's bankruptcy proceedings, all creditors of the Debtor, and all other parties in interest and their respective successors and assigns, including but not limited to any creditor asserting any lien, claim, right, interest, or encumbrance against any of the Sale Assets.

30. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the APA or this Order. Except as

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otherwise expressly provided in the APA, all obligations of the Debtor relating to taxes, whether arising under any law, by the APA, or otherwise, shall be the obligation of and fulfilled and paid by the Debtor.

31. In no event shall the Debtor be deemed to sell, transfer, assign, convey or deliver, and Purchaser shall retain all right, title and interest to, in and under the assets of Debtor other than the Assets listed in Exhibit A of the APA. Notwithstanding anything to the contrary which may be contained herein or in the APA, the Sale Assets shall not include : (a) any causes of action of any debtor in the Bankruptcy Case arising under chapter 5 of the Bankruptcy Code; (b) any claims or causes of action of any debtor in the Bankruptcy Case against any person or entity; (c) any equity interests owned by the Debtor and issued by any debtor or non-debtor affiliates; (d) any executory contracts or unexpired leases that are (i) not Assets or (ii) that cannot be assumed and assigned to Purchaser, as determined by the Bankruptcy Court; and (e) certain other assets to be identified by the Debtor, including, but not limited to cash, accounts receivables, tax credits and/or refunds, any deposits (including any security deposits with the Debtor's landlord), the Debtor's books and records and intellectual property.

32. The provisions of this Order are non-severable and mutually dependent. To the extent that there is any conflict between the provisions of this Order and the APA, this Order shall control.

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33. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

34. All objections to the Motion that have not been withdrawn, waived, settled or specifically addressed in this Order, and all reservations of rights included in any such objections, are hereby overruled in all respects on the merits.

35. The requirement set forth in Bankruptcy Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

36. The Debtor shall cause Epiq Corporate Restructuring LLC to serve by regular mail a copy of this Order on all parties required to receive such service pursuant to Bankruptcy Local Rule 9013-5(f) within two (2) business days after the entry of this Order.

37. Any party may move for modification of this Order in accordance with Bankruptcy Local Rule 9013-5(e).

38. The Debtor is authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

39. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective immediately and enforceable upon entry and any stay of execution pursuant to Bankruptcy Rules 6004(h) or 6006(d) is hereby waived.

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40. Notwithstanding any contrary term, condition or provision of this Order, the entry of this Order shall not constitute an admission by the Debtor or an adjudication by this Court of the validity, extent, priority, perfection, secured status, or avoidability (or not), under bankruptcy or other applicable law, of any pre- or post-petition secured, unsecured or administrative claim that KeyBank has, or may assert against the Debtor, as a pre-petition Debtor or as a debtor in possession, whether arising under its loan documents to which Hanover Hills is a party or otherwise (collectively, the “Reserved Matters”), and KeyBank, the Debtor, the Committee, and all other parties in interest in these administratively consolidated cases are reserving, and not prejudicing any and all claims, counterclaims, positions or defenses thereto, that they have or may have with respect to such Reserved Matters, which are not being prejudiced, impaired, precluded or foreclosed by the entry of this Order.

41. Upon five (5) days written notice to the Court and all parties in interest, or such other period as is reasonable and appropriate in the circumstances, the Court shall adjudicate, if necessary, any and all disputes concerning or relating in any way to, or affecting, any of the transactions contemplated under the APA.

EXHIBIT A

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this 23rd day of September 2024, by and between AOP Holdings, LLC, a company with an address of 6231 PGA BLVD., Suite 104-307, Palm Beach Gardens, FL 33418, or its designee (“Purchaser”) and Hanover Hills Surgery Center, LLC, a company with an address of 83 Hanover Road, Suite 100, Florham Park, New Jersey 07932 (“Seller,” collectively with the Purchaser, the “Parties,” and each a “Party”).

WITNESSETH

WHEREAS, Seller filed a voluntary petition for relief under chapter 11 of the Bankruptcy Court in the United States District Court for the District of New Jersey (the “Bankruptcy Court”) on July 12, 2024, Case No. 24-16995 (VFP), and it is being jointly administered under the case captioned *In re Atlantic Neurosurgical Specialists, P.A., et al.*, Case No. 24-15726 (VFP) (the “Bankruptcy Case”); and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell, transfer and assign to Purchaser substantially all of the assets listed in Exhibit A hereto (the “Assets”) in accordance with this Agreement and pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein, the receipt and sufficient of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 **Purchase and Sale of Assets**. On the terms and subject to the conditions and other provisions set forth in this Agreement, at the Closing of this sale and subject to approval from the Bankruptcy Court and approval from any required government or regulatory authorities or agencies, Purchaser agrees to purchase all right, title and interest in the Assets from Seller, and Seller agrees to sell, transfer and assign any and all of Seller’s right, title and interest in the Assets to Purchaser, including the Seller’s license number 24260 from the State of New Jersey to operate an ambulatory care center, the assumption and assignment of the lease, as amended, including the unsigned Fifth Amendment and the August 11, 2023 exercised option letter for Seller’s surgery center located at 83 Hanover Road, Suite 100, Florham Park, New Jersey 07932 (the “Lease”) attached as Exhibit B where Seller operates its business (the “Facility”), certain contracts identified on Exhibit A (the “Assigned Contracts”) owned equipment and fixtures, and pharmaceutical and other disposable inventory, but excluding in all cases the Excluded Assets. Purchaser acknowledges and understands that Seller is selling or assigning (as applicable) the Assets (including, without limitation, Seller’s license (number 24260) from the State of New Jersey to operate an ambulatory care center) (the “Facility License”) only to the extent that Seller has an interest in such Assets that may be transferred.

1.2 **Excluded Assets**. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, and Seller shall retain all right, title and interest to, in and under the assets of Seller other than the Assets (collectively, the “Excluded

Assets”). The following assets shall also be deemed to be Excluded Assets: (a) any causes of action of any debtor in the Bankruptcy Case arising under chapter 5 of the Bankruptcy Code; (b) any claims or causes of action of any debtor in the Bankruptcy Case against any of its directors, officers, managers, members, insiders, or affiliates; (c) any equity interests owned by the Seller and issued by any debtor or non-debtor affiliates; (d) any executory contracts or unexpired leases that are (i) not Assets or (ii) that cannot be assumed and assigned to Purchaser, as determined by the Bankruptcy Court; and (e) certain other assets to be identified by the Seller, including, but not limited to accounts receivables, tax credits and/or refunds, the Seller’s books and records and intellectual property. The Excluded Assets shall be retained by the Seller and shall not be sold, transferred or assigned to Purchaser.

1.3 **No Assumption of Obligations or Liabilities.** Purchaser shall not assume or become liable for the payment or performance of any liability related to the Assets, the Excluded Assets or the business of the Seller of any nature whatsoever, whether accrued or unaccrued, known or unknown, fixed or contingent arising out of the ownership or management of the Assets or Excluded Assets prior to or before March 31, 2025 (the “Transition Date”). All Assets shall be delivered to Purchaser free and clear of all liens, claims, encumbrances and interests pursuant to 11 U.S.C. § 363.

1.4 **Securing Transfer Approval.** Purchaser hereby agrees that it will, and at its own expense, but with Seller’s assistance, apply to the New Jersey Department of Health (“DOH”) for the transfer of the ownership of the Facility, including the ASC License, to Purchaser (the “Transfer Approval”), and Purchaser shall be responsible for all application/inspection fees and costs. Purchaser shall promptly file an application with the DOH for approval to transfer the Facility License from Seller to Purchaser. Seller shall cooperate with Purchaser in completing the application for DOH approval and provide required information. Notwithstanding anything herein or anywhere to the contrary, Seller shall be liable for the Ambulatory Care Facility Assessment currently due and owing by Seller, and all future or prospective Ambulatory Care Facility Assessments that are invoiced by DOH to Seller on or before the Transition Date, irrespective of when the services were performed at, by or through the Center, and Seller shall pay the same to the DOH prior to or at the Closing, to the extent applicable. Purchaser shall be responsible for any Ambulatory Care Facility Assessments invoiced by DOH after the Transition Date, irrespective of when the services were performed at, by or through the Center. Until the Closing, Seller shall promptly report to the DOH all information necessary for the DOH to calculate Ambulatory Care Facility Assessments.

(a) Seller agrees to reasonably cooperate with Purchaser and its representatives to facilitate the securing of the Transfer Approval in any manner that may be required by Purchaser and its representatives. Such cooperation, shall include, without limitation, the prompt completion, execution and delivery of any and all instruments, forms, applicable or other documents and the doing of any act reasonably necessary to effectuate the terms and intent of this provision.

(b) At all times from the Effective Date to the Closing, Seller (with Purchaser’s assistance but at Seller’s sole expense) shall take all such actions and steps necessary, as determined by Purchaser, to extend (i) the ASC License, including, without limitation, submitting any and all forms, documents and applications as requested by the DOH, and (ii) to maintain Seller’s AAAHC Accreditation through to the Closing Date.

1.5 Bulk Transfer Laws. Purchaser acknowledges that Seller will not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Assets shall be free and clear of any liens in the Assets, including any liens arising out of the bulk transfer laws, and the Seller shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

1.6 Further Assurances: Conveyances and Assumptions. From time to time following the Closing, each Party shall, and shall cause their respective affiliates to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure fully to Seller and its affiliates and its successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the transactions contemplated hereby.

ARTICLE II

CONSIDERATION/PROFESSIONAL FEES

2.1 Consideration. The consideration (the "Purchase Price") for the Assets shall be Three Million U.S. Dollars (\$3,000,000.00), plus any cure costs for Assigned Contracts incurred after the Transition Date, plus Lease payments incurred after the Transition Date, plus Ambulatory Care Facility Assessments as set forth in Section 1.4, subject to approval from the Bankruptcy Court and approval from any required government or regulatory authorities or agencies. The Purchase Price shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the Seller at least two (2) business days prior to the date such payment is to be made.

2.2 Deposit. Upon execution of this Agreement by the Parties, Purchaser shall remit to Seller a cash deposit equivalent to 10% of the Purchase Price (the "Deposit"), which Seller shall hold in escrow pending closing of the transactions provided for by this Agreement, at which time the Deposit shall be released to the Seller and credited against the Purchase Price. In the event closing of the transactions provided for by this Agreement do not occur due to the Bankruptcy Court not entering the Sale Order (defined below) or approving this Agreement, the Seller shall promptly return the Deposit to the Purchaser. If the failure to consummate the transactions provided for by this Agreement is the result of the Purchaser's default, breach or failure to perform, Seller shall have the right to retain the Deposit and shall reserve the right to seek all available damages from the Purchaser.

ARTICLE III

CLOSING AND TERMINATION

3.1 Closing. The transactions provided for by this Agreement shall be consummated (the "Closing") at such place and time as agreed to and designated by Seller and Purchaser in writing,

on the first business day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Articles VII and VIII. The date on which the Closing actually occurs is referred to herein as the “Closing Date”.

3.2 **Deliveries by Seller**. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

- (a) a bill of sale and assignment and assumption agreement, in a form reasonably acceptable to Purchaser and Seller (the “Bill of Sale”), duly executed by Seller;
- (b) a certificate, dated as of the Closing Date, executed by a duly authorized signatory of Seller, certifying that the conditions set forth in Sections 8.1, 8.2 and 8.3 have been satisfied;
- (c) evidence of all requisite consents, approvals or stipulations to the assignment of the Assets;
- (d) such other documents, instruments and certificates as Purchaser may reasonably request and which are necessary to effect the closing; and
- (e) a copy of the Sale Order, which order shall be in form and substance acceptable to Purchaser.

3.3 **Deliveries by Purchaser**. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

- (a) the Purchase Price;
- (b) the Bill of Sale, duly executed by Purchaser; and
- (c) such other documents, instruments and certificates as Seller may reasonably request and which are necessary to effect the Closing.

3.4 **Termination of Agreement**. This Agreement may be terminated prior to the Closing as follows:

- (a) **Termination by Purchaser**. Purchaser may terminate this Agreement upon the occurrence of any of the following:
 - i. if any of the conditions to the obligations of Purchaser to close shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;
 - ii. if there shall be a material breach by Seller of any representation, warranty, covenant or other term or condition contained in this Agreement which breach cannot be or has not been cured within five (5) business days after the giving of written notice by Purchaser to Seller of such breach;

iii. a Bankruptcy Court order approving the sale of Assets to the Purchaser in a form acceptable to the Purchaser has not been entered by the Bankruptcy Court by October 15, 2024; or

iv. if the Closing Date has not occurred by September 1, 2025.

(b) **Termination by Seller.** Seller may terminate this Agreement upon the occurrence of any of the following:

i. if any of the conditions to the obligations of Seller to close shall have become incapable of fulfillment other than as a result of a breach by Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Seller; or

ii. if there shall be a material breach by Purchaser of any material representation, warranty, covenant or other term or condition contained in this Agreement, which breach cannot be or has not been cured within ten (10) business days after the giving of written notice by Seller to Purchaser of such breach.

(c) **Termination by Purchaser or Seller.** Either Purchaser or Seller may terminate this Agreement by mutual written consent of Seller and Purchaser.

(d) **Waiver of Conditions to Closing/Delivery Items.** Purchaser may, in its sole and absolute discretion, waive in writing any conditions to closing set forth in Article VII, as well as delivery items required by Section 3.2.

3.5 **Procedure For Termination.** In the event of termination of this Agreement by Purchaser or Seller, or both, written notice thereof shall forthwith be given to the other Party, and upon the giving of such notice, the transactions contemplated hereunder shall be abandoned and this Agreement shall terminate to the extent and with the effect provided by Section 3.6 without further action by the Parties.

3.6 **Effect of Termination.**

(a) In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to any Party; *provided* that the provisions of Sections 2.2, 3.6(b), 3.6(c), 3.6(d) shall expressly survive termination of this Agreement.

(b) **Breakup Fee.** In consideration of Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and to compensate Purchaser as a stalking-horse bidder, upon the occurrence of a Fee Event (as defined below), Purchaser shall be entitled to payment by Seller of a breakup fee in an amount equal to 3% of the cash portion (\$3,000,000.00) of the Purchase Price (the "Breakup Fee"), which such amount Seller shall pay (or cause to be paid) to Purchaser within two (2) business days of the occurrence of a Fee Event. Seller acknowledges and agrees that (i) the approval of the

Breakup Fee is an integral part of the Agreement; (ii) in the absence of Seller's obligation to pay the Breakup Fee, Purchaser would not have entered into this Agreement; (iii) the entry of Purchaser into this Agreement is beneficial to Seller because, in Seller's business judgment, it will enhance Seller's ability to maximize the value of its assets for the benefit of its creditors and other stakeholders; and (iv) the Breakup Fee is reasonable in relation to Purchaser's costs and efforts and to the magnitude of the transaction and Purchaser's lost opportunities resulting from the time spent pursuing the transaction. For the avoidance of doubt, the Breakup Fee, if payable pursuant to this Section 3.6(b), shall be in addition to the return of the Deposit and payment of the Expense Reimbursement, in each case, to the extent payable to Purchaser pursuant to Section 2.2 and Section 3.6(c), respectively. For the purposes of this Agreement, a "Fee Event" shall mean (i) Seller's termination of this Agreement, other than as a result of Purchaser's action or inaction, (ii) Purchaser's termination of this Agreement pursuant to Section 3.4(a)(i) or (ii) of this Agreement, (iii) Bankruptcy Court approval of a sale of all or a portion of the Assets to a person or group of persons other than the Purchaser and upon the closing of a transaction with a person (or group of persons) other than the Purchaser for sale of all or a portion of the Assets, (iv) upon the dismissal or conversion of the Bankruptcy Case, or (v) in the event the Closing Date has not occurred by September 1, 2025, other than as a result of the Purchaser's action or inaction.

(c) **Expense Reimbursement.** In consideration of the Purchaser having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and to compensate Purchaser as a stalking-horse bidder, upon the occurrence of a Fee Event, Purchaser shall be entitled to payment by Seller of an expense reimbursement equal to the lesser of (a) \$300,000.00 and (b) the aggregate amount of all reasonable and documented out-of-pocket costs, expenses, and fees incurred by Purchaser in connection with evaluating, negotiating, documenting, and performing the transactions contemplated in this Agreement, including fees, costs, and expenses of any professionals (the "Expense Reimbursement"). The Seller shall pay the Expense Reimbursement (or cause to be paid) to Purchaser within two (2) business days of the occurrence of a Fee Event. Seller acknowledges and agrees that (i) the payment of the Expense Reimbursement is an integral part of the Agreement; (ii) in the absence of Seller's obligation to make this payment, Purchaser would not have entered into this Agreement; (iii) the damages resulting from termination of this Agreement under circumstances where Purchaser is entitled to the Expense Reimbursement are uncertain and incapable of accurate calculation and that the delivery of the Expense Reimbursement to Purchaser is not a penalty, but rather shall constitute a reasonable amount that will compensate Purchaser in the circumstances where Purchaser is entitled to the reimbursable expenses for the efforts and resources expended and opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummating of the transaction contemplated herein, and that, without these agreements, Purchaser would not enter into this Agreement; and (iv) time is of the essence with respect to the payment of the Expense Reimbursement. For the avoidance of doubt, the Expense Reimbursement, if payable pursuant to this Section 3.6(c), shall be in addition to the return of the Deposit and payment of the Breakup Fee, in each case, to the extent payable to Purchaser pursuant to Sections 2.2 and Section 3.6(b), respectively.

(d) **Superpriority Claim Status.** The Seller agrees that the Expense Reimbursement and Breakup Fee shall constitute superpriority claims with priority over any and all administrative expenses, debtor-in-possession financing, adequate protection claims, diminution claims, and all other claims against the Seller's bankruptcy estate now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, over any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 506(b), 506(c), 507(a), 507(b), 726, 1113, or 1114 of the Bankruptcy Code or otherwise (subject to any carve-out for professional fees set forth in the applicable debtor-in-possession and/or cash collateral orders entered by the Bankruptcy Court).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants as of the date hereof and as of the Closing Date, as follows:

4.1 **Organization and Qualification.** Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of New Jersey and is duly qualified to do business in each jurisdiction in which such qualification is necessary because of the nature of the business conducted by Seller therein. Seller has all necessary power and authority to conduct its business as currently conducted and to own, operate and lease its properties and assets, including the Assets. Subject to the provisions of applicable New Jersey law and the Bankruptcy Court's order approving the sale identified herein, the Seller has full capacity, power, and authority to execute, deliver, and perform this Agreement and the agreements, documents, and instruments contemplated hereby, and to consummate the transactions contemplated hereby and thereby. There is no liability or impediment to Seller in selling the Assets to Purchaser as contemplated herein.

4.2 **Due Execution: Validly Binding Agreement.** This Agreement and all other documents contemplated to be delivered by Seller hereby have been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms as approved by the Bankruptcy Court.

4.3 **Title to Purchased Assets.** Seller owns the Assets, and pursuant to the order approving the sale, Purchaser will be vested with good title to the Assets, free and clear of all liens, claims, encumbrances and interests, when properly transferred. At and as of the Closing, Seller will convey the Assets to Purchaser by bill of sale and/or such other certifications of title and instruments of assignment and transfer sufficient to vest in Purchaser, and Purchaser will have good marketable title of record to all Assets, free and clear of all Liens claims and encumbrances to the extent described herein, except as to any Assets which cannot be so transferred as a matter of law or require the advance approval of a governmental unit.

4.4 **Consents; No Conflicts.** Except as a result of the Bankruptcy Case and subject to the Sale Order having been entered and still being in effect and subject to any subsequent governmental approval and except as set forth on Schedule 4.4, no consent, authorization, order or approval of, filing or registration with or notice to, any governmental authority or other person or entity is

required for Seller's execution, delivery and performance of this Agreement and the transactions contemplated hereby. Neither the execution, delivery, and performance by Seller of this Agreement, nor the consummation of the transactions contemplated hereby by the Seller, will conflict with or result in a breach of any provision of Seller's governing documents or any law or order to which Seller is a party or by which Seller is bound.

4.5 **Compliance with Laws; Litigation and Investigations.** Except as set forth on Schedule 4.5, to Seller's reasonable knowledge, Seller is operating in material compliance with all applicable Laws. The Seller has not received any written notice alleging any failure to comply with applicable Law. The Seller is not a party to any cause of action, lawsuit, audit, investigation, inquiry or other proceeding by any authority, and to the knowledge of the Seller, there are no pending or threatened audits, investigations, inquiries or proceedings by any authority with respect to the Assets.

4.6 **Permits.** Schedule 4.6 sets forth a list of all material permits, licenses, registrations, certificates, and authorizations (the "Permits") required in connection with the Assets. Except as set forth on Schedule 4.6, each such Permit is in good standing, and to Seller's reasonable knowledge, Seller is operating in material compliance with each such issued Permit and no suspension or cancellation of any Permit is or has been threatened in writing or verbally to Seller.

4.7 **Real Property.** Seller does not own, and has never owned, any real property. The Facility is leased to Seller pursuant to a written lease, a true, correct and complete copy of which has been delivered to Purchaser. The Facility has received all approvals of government authorities and, to the knowledge of Seller, is not in violation of any zoning or building laws, covenants, or land use restrictions. Seller is the sole user of the Facility, does not share the Facility with or sublease any portion of the Facility to any other person, and enjoys peaceful and quiet possession of the Facility.

4.8 **Environmental Matters.** Except as set forth on Schedule 4.8, upon Seller's reasonable knowledge, Seller is and during the past six (6) years has been in material compliance with all laws relating to environmental, health, and safety matters (including, without limitation, those relating to disposal of medical waste), in connection with the operation of the Facility. No conditions or circumstances exist or, to the knowledge of Seller, have existed in the past six (6) years with respect to the Facility, or properties or operations of Seller that are Assets, that is reasonably likely to give rise to any remedial action under, or impose any material liability on Seller, the Facility or any of the Assets under any laws related to environmental, health, or safety matters.

4.9 **Brokers and Finders.** Post-petition, other than principals of The Bloom Organization, LLC, the Seller has not engaged or authorized any broker, investment banker or other third party (other than attorneys and accountants) to act on his, her or its behalf, either directly or indirectly, as a broker, finder or advisor in connection with the transactions contemplated hereby.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants as follows:

5.1 **Corporate Existence of Purchaser.** Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of New Jersey. Purchaser has all necessary power and authority to enter into this Agreement and all other documents that the Purchaser is required to execute and deliver hereunder, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

5.2 **Due Execution: Validity Binding Agreement.** This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms as approved by the Bankruptcy Court.

5.3 **Financial Capability.** Purchaser will have on the Closing Date sufficient unrestricted cash and cash equivalents to pay the Purchase Price in full, and to consummate the transactions contemplated by this Agreement.

5.4 **“AS IS” TRANSACTION.** PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE IV OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OF IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE ASSETS. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED OR WILL CONDUCT AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE ASSETS, AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE IV HEREOF, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER WILL ACCEPT THE ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

ARTICLE VI

CERTAIN COVENANTS OF SELLER

6.1 **Sale Order.**

(a) If Purchaser is the Successful Bidder, Seller agrees to use best efforts to cause the Bankruptcy Court enter an order (the “Sale Order”), in form and substance acceptable to the Purchaser, approving the sale of the Assets to Purchaser under the terms of this Agreement as soon as reasonably possible, which shall include provisions authorizing and approving the transactions contemplated hereby, including, without limitation: (i) the sale of the Assets to Purchaser free and clear of all liens, claims, and encumbrances pursuant to the terms of this Agreement and section 363(b) and (f) of the Bankruptcy Code, including (A) the execution, delivery, and performance by Seller of this Agreement, and (B) the performance by Seller of its obligations under this Agreement; (ii) finding Seller and Purchaser to have acted and negotiated at arm’s-length and in good faith and providing for the protections afforded under section 363(m) and 363(n) of the Bankruptcy Code; (iii) waiving the stays set forth in Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy

Procedure; (iv) providing that Purchaser shall not be subject to any successor liability and shall have no liability or suffer any damages (except as set forth in this Agreement relating to the Purchase Price and liabilities incurred after the Transition Date for the Lease and Facility License (as set forth in Section 1.4)) for any liens, claims, and encumbrances existing prior to the Closing Date which may be asserted against Seller, the Assets, or Seller's bankruptcy estate, or any claims against Purchaser as successor to the Assets; (v) providing for a waiver and release of all claims and causes of action by Seller of Purchaser and its affiliates as of the Closing Date, except for all claims, causes of action, counter claims, and rights arising under this Agreement; (vi) providing for the retention of jurisdiction by the Bankruptcy Court to resolve any and all disputes that may arise under or relate to this Agreement or the Sale Order; (vii) all executory contracts and unexpired leases that constitute Assets shall be assumed by Seller and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and the Purchaser shall be obligated to pay all amounts necessary to cure any defaults thereunder (except cure costs relating to the Lease and Facility License (as set forth in Section 1.4) incurred before the Transition Date); (viii) containing findings of fact and conclusions of Law that include the following: (A) the transactions under this Agreement were negotiated and entered into in good faith and at arm's-length; (B) the marketing and sale process conducted by Seller pursuant to the Bidding Procedures Order (as defined herein) are bona fide and adequate; (C) Seller gave due and proper notice and an opportunity to be heard to all interested parties of this Agreement and the transactions contemplated herein; (D) the consideration to be paid by Purchaser under this Agreement constitutes reasonably equivalent value (as that term is used in each of the Uniform Fraudulent Transfer Act, as applied by state law and section 548 of the Bankruptcy Code) and fair consideration for the Assets; and (E) neither Purchaser nor Seller are entering into the transactions contemplated by this Agreement fraudulently.

(b) The Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that the Purchaser is a "good faith" purchaser and (b) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code. For the avoidance of doubt, the Sale Order shall be in form and substance acceptable to the Purchaser.

6.2 **Release of Encumbrances.** Seller's obligation to deliver the Assets free and clear of all liens, claims, encumbrances and interests shall be limited to Seller's efforts to obtain the Sale Order that provides for the delivery of the Assets free and clear of all liens, claims, encumbrances and interests as described herein.

6.3 **Access and Information; Inspections.** From there date hereof through the Closing Date, (a) Seller shall, with reasonable advance notice, afford to the officers and agents of the Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business hours to, and the right to inspect, the offices, Facility, properties, books, accounts, records, agreements and all other relevant documents and information with respect to the Seller and the Assets; (b) Seller shall, with reasonable advance notice, afford to the officers and agents of the Purchaser (which shall include accountants, attorneys, bankers and other consultants and authorized agents of Purchaser) reasonable access during normal business

hours to the Seller's management and executive employees for purposes of asking questions related to the Seller and the Assets; and (c) Seller shall furnish to Purchaser such additional financial and operating data and other information in Seller's possession as to the business and properties of the Seller, as may be reasonably requested by Purchaser.

6.4 **Required Approvals.** Seller shall reasonably cooperate with Purchaser and its authorized representatives and attorneys in order to: (a) assist Purchaser in its efforts to obtain all consents, approvals, authorizations, clearances, and licenses required to carry out the transactions contemplated by this Agreement (including, without limitation, the Transfer Approval and those other consents and approvals of governmental and regulatory authorities), or which Purchaser reasonably deems necessary or appropriate; (b) prepare and, in coordination with Purchaser, submit any documents, filings or other material which may be required by any governmental agency as a predicate to or result of the transactions contemplated by this Agreement, and (c) timely deliver all notices in connection with the assignment of the Assets (including any assigned contracts), as required by the terms of such Assets. Without limiting the generality of the foregoing, Seller shall use good faith efforts to facilitate Purchaser's contacting of third parties with respect to the Assets, as reasonably requested by Purchaser.

6.5 **Seller's Efforts to Close.** Seller shall use reasonable best efforts to take, or cause to be taken, all actions reasonably necessary, proper or advisable to satisfy all of the conditions precedent set forth in Article VII and Article VIII to its or Purchaser's obligations under this Agreement to the extent that Seller's action or inaction can control or materially influence the satisfaction of such conditions. Without limiting the generality of the foregoing, Seller shall promptly respond to any requests by Purchaser or DOH for information in connection with the Transfer Approval, and shall generally take all actions reasonably requested by Purchaser or DOH in connection with obtaining the Transfer Approval.

6.6 **Preserve Accuracy of Representations and Warranties.** Prior to the Closing, or the termination or expiration of this Agreement pursuant to its terms, unless Purchaser otherwise consents in writing, Seller shall not take any action or fail or omit to take any action which would cause any of Seller's representations and warranties set forth in Article IV to be inaccurate or untrue as of the Closing.

6.7 **Notices.** From the date hereof until Closing: (a) Seller shall promptly notify Purchaser in writing of any lawsuits, claims, administrative actions, investigations, hearing or other proceedings, threatened in writing or commenced against Seller, or Seller's officers, directors, or members, relating to or involving in any material way, any of the Assets, (b) Seller shall promptly notify Purchaser, in writing, of any facts or circumstances which come to Seller's attention and which cause, or through the passage of time may cause, any of the Seller's representations or warranties to be materially untrue or misleading at any time from the date hereof until the Closing Date; and (c) Seller shall immediately notify Purchaser in writing of any facts or circumstances that have occurred after the date hereof that would have, or reasonably be expected to have, a material adverse effect, including any material loss or damage to the Assets.

6.9 **Conduct of Business.** Purchaser acknowledges and agrees that the Seller ceased operating the Facility and its business in or around December 2023. From the date hereof, Seller shall not, except as otherwise approved in writing by the Purchaser, (i) operate the Facility or any of the Assets,

or (ii) take or permit any action, event, condition, occurrence or development that would result in, or could reasonably be expected to have, a material adverse effect on the Facility or the Assets.

ARTICLE VII

CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or prior to the Closing Date:

7.1 **Representations and Warranties.** The representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality shall be true and correct in all material respects on and as of the Closing Date.

7.2 **Compliance with Agreements.** Purchaser shall have performed and complied in all material respects with all covenants and conditions under this Agreement on or prior to the closing date.

7.3 **Purchaser's Closing Deliveries and Obligations.** Purchaser shall have delivered all items and satisfied all obligations required of Purchaser hereunder.

7.4 **Entry of the Sale Order.** The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to the Purchaser.

ARTICLE VIII

CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction (unless waived in writing by Purchaser) of each of the following conditions on or prior to the Closing Date:

8.1 **Representations and Warranties.** The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

8.2 **Compliance with Agreements.** Seller shall have performed and complied in all material respects with all covenants and conditions under this Agreement on or prior to the Closing Date.

8.3 **Seller's Closing Deliveries and Obligations.** Seller shall have delivered all items and satisfied all obligations required of Seller hereunder.

8.4 **Entry of the Sale Order.** The Bankruptcy Court shall have entered the Sale Order in form and substance acceptable to the Purchaser.

8.5 **No Restraints.** No law, temporary restraining order, preliminary or permanent injunction, or other final non-appealable order preventing the consummation of the transactions contemplated in this Agreement shall have been enacted, entered, promulgated, adopted, issued or enforced, as the

case may be, by any court of competent jurisdiction or any other governmental authority and shall remain in effect on the Closing Date, and further, no governmental authority shall have commenced any action or suit before any court of competent jurisdiction or other governmental authority that seeks to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or that would materially and adversely affect the operation of the Assets by the Purchaser on or after the Closing Date.

ARTICLE IX¹

BANKRUPTCY COURT MATTERS

9.1 **Stalking Horse Notice.**

(a) Sellers shall within one (1) business day following execution of this Agreement file the Successful Stalking Horse Notice, identifying the Purchaser as the Stalking Horse Bidder, with the Bankruptcy Court. Pursuant to the Bidding Procedures, the Stalking Horse Notice shall identify the Expense Reimbursement, the Breakup Fee, and the Overbid Requirements (each as defined herein).

(b) The Stalking Horse Notice shall provide, and the Seller shall require, that:

i. all Qualified Bids must exceed the sum of (w) the Purchase Price; (x) \$200,000.00 (the “Initial Overbid”); (y) the Expense Reimbursement; and (z) the Breakup Fee; and

ii. in the event of an Auction, any bids submitted subsequent to the Starting Bid must be made in increments of at least \$100,000.00 more than the then-prevailing bid (the “Auction Overbid”, and together with the Initial Overbid, the “Overbid Requirements”).

9.2 **Appeal or Delay.** In the event an appeal is taken or a stay pending appeal is requested (or a petition for certiorari or motion for rehearing or reargument is filed), with respect to the Stalking Horse Notice, the Sale Order, or any other order of the Bankruptcy Court related to the transactions contemplated in this Agreement, Seller shall take all steps as may be reasonable and appropriate to defend against such appeal, petition, or motion, and Purchaser shall cooperate in such efforts. Each Party shall use its commercially reasonable best efforts to obtain an expedited resolution for such appeal. From and after the date of this Agreement, the Seller shall not take an action or fail to take any action, which action or failure to act would reasonably be expected to prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms of this Agreement.

¹ Capitalized terms used in this Article IX but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the *Order (I)(A) Approving the Auction and Bidding Procedures, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Bid Deadlines and an Auction, (D) Approving the Form and Manner of Notice Thereof, and (II)(A) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (B) Authorizing the Assumption and Assignment of Assumed Contracts and Leases, (C) Authorizing the Sale of Assets, and (D) Granting Related Relief* [Docket No. 147] (the “Bidding Procedures Order”).

9.3 **Bankruptcy Court Filings.** The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Stalking Horse Notice and the Sale Order. Each Party shall promptly provide the other Party and its counsel with copies of all material notices, filings and orders of the Bankruptcy Court that such Party has in its possession (or receives) pertaining to any order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court or otherwise made available to the other Parties and their counsel.

9.4 **Not a Back-Up Bidder.** The Purchaser shall be excluded from any obligation to act as a Backup Bidder (as defined in the Bidding Procedures Order) following the Auction (if any) in the event the Purchaser is not selected as the Successful Bidder. Notwithstanding the foregoing, Purchaser has the unilateral right to elect to serve as Backup Bidder in its sole discretion.

9.5 **Non-Solicitation of Stalking Horse Bidders.** Sellers shall not, and shall cause their affiliates and their respective representatives not to solicit, negotiate or discuss with any person or entity (and Sellers shall, and shall cause their affiliates and their respective representatives, to cease immediately any such ongoing activity), or enter into any agreement or understanding with respect to, or approve or recommend, or knowingly facilitate any sale, transfer or disposition, directly or indirectly, whether by means of an asset sale or otherwise, of any of the Assets as a replacement or alternative stalking horse bidder to Purchaser; *provided, however*, for the avoidance of doubt, that Seller may solicit any Person, or take any of the foregoing actions with respect to such person, to be a Qualified Bidder.

ARTICLE X

GENERAL

10.1 **Further Assurances.** Each Party shall use commercially reasonable efforts to take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and cause the fulfillment at the earliest practicable date of all the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

10.2 **Severability.** In the event that any provision herein is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the remainder of this Agreement shall continue in full force and effect without said provision.

10.3 **Costs.** The Parties shall each pay their own costs and expenses (including attorneys' fees and accountants' fees) incurred or to be incurred in negotiating, preparing and executing this Agreement. For the avoidance of doubt, pursuant to Section 365 of the Bankruptcy Code, the Purchaser shall pay any cure costs necessary to cure any defaults arising under any executory contracts or unexpired leases that will be assumed and assigned to Purchaser pursuant to this Agreement; *provided, however*, that Seller shall pay cure costs relating to the Lease and the Facility License incurred prior to the Transition Date.

10.4 **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the sale and purchase of the Assets and supersedes any and all prior

representations, warranties, agreements and understandings, whether written or oral, concerning the sale and/or purchase of the Assets.

10.5 **No Oral Modification.** This Agreement may only be amended in writing signed by both Parties.

10.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law rules, principles or provisions of such state or of any other state. Any disputes under this Agreement shall be brought before the United States Bankruptcy Court for the District of New Jersey.

10.7 **Headings.** Section headings are for convenient reference only and will not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

10.8 **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement. If so signed, the Agreement becomes effective when both signature pages are attached.

10.9 **Voluntary Execution of Agreement.** This Agreement is executed voluntarily and without any duress or undue influence on the part or on behalf of the Parties hereto.

10.10 **Notices.** All notices, requests, demands or any other communication made under, pursuant to, or in accordance with this Agreement, except for nominal day-to-day business communications, which may be made orally or in a writing, shall be in writing and shall either be delivered personally or deposited in the United States mail and sent by first-class mail, certified, return receipt requested, postage prepaid and properly addressed as follows:

If to Seller:

Fox Rothschild, LLP
Attn: Joseph J. DiPasquale, Esq., Michael R. Herz, Esq. and Agostino A. Zammiello, Esq.
49 Market Street
Morristown, NJ 07960
jdipasquale@foxrothschild.com
mherz@foxrothschild.com
azammiello@foxrothschild.com

&

The Bloom Organization, LLC
Attn: Henry Bloom, Brian Liberty, and Graham Miller
Optima Onyx Tower
1010 S. Federal Highway, Suite 2804
Hallandale Beach, FL 33009
hbloom@bloomllc.com
bliberty@bloomllc.com
[gmiller@bloomllc.com](mailto:gmilller@bloomllc.com)

If to Purchaser:

AOP Holdings, LLC
6231 PGA BLVD., Suite 104-307
Palm Beach Gardens, FL 33418
Attn: Theodore Schlegel, M.D.
Sean McNally
Email: ted.schlegel@aorthopartners.com
sean.mcnally@aorthopartners.com

&

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606
Attn: Bradley Thomas Giordano
Carole Wurzelbacher
Email: bgiordano@mwe.com
cwurzelbacher@mwe.com

&

McDermott Will & Emery LLP
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131
Attn: Bernie P. Grondin; Joseph Parise
Email: bgrondin@mwe.com; jparise@mwe.com

or to such other address(es) as a Party hereto may indicate to the other Party in the manner provided for herein. Notices given by mail shall be deemed effective and complete forty-eight (48) hours following the time of posting and mailing, and notices delivered personally shall be deemed effective and complete at the time of delivery and the obtaining of a signed receipt.

[Signature page to follow]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date and year provided above.

SELLER

By: _____

Name: Dr. Ronald Benitez

Title: Authorized Representative

and

By:  _____
Signed by:
964078501C804BB...

Name: David Berman

Title: Authorized Representative

PURCHASER

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date and year provided above.

SELLER

By: _____

Name: Dr. Ronald Benitez

Title: Authorized Representative

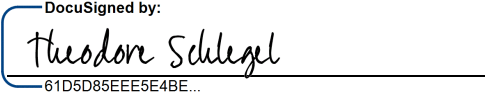
and

By: _____

Name: David Berman

Title: Authorized Representative

PURCHASER

By:  _____
61D5D85EEE5E4BE...

Name: Theodore Schlegel, MD

Title: President and Chief Medical Officer

Schedule 4.4

Exceptions to 4.4 Consents; No Conflicts

- Department of Health license is currently on “ice” as of June 14, 2024 and continuing through June 13, 2026, with license renewal applications and fees due in February 2025 and February 2026 as well as past due assessments.
- In relation to the boiler violation referenced in Schedule 4.5, the surgical center is still waiting to receive the boiler certificate.
- The last generator test was on September 4, 2024. The technician referenced the following “When I arrived on site the generator had a Low Coolant Temp warning. I cleared the warning and started the generator. After the testing the error was cleared and no more errors were noticed. If there continues to be a low coolant temp it might be a block heater problem and Penn Power should be called for service.”
- The NJDEP Radiological Machine Registration invoice.
- The FY2024-24260 Q3 Quarterly Assessment due 3/15/2024 in the amount of \$33,489.48 has not been paid.
- The FY2024-24260 Q4 Quarterly Assessment due 6/15/2024 in the amount of \$33,489.48 has not been paid.
- The FY2025-24260 Q1 Quarterly Assessment due 10/1/2024 in the amount of \$7,996.15 has not been paid.
- The surgical center plans to contest an unidentified line item on recent Ambulatory Quarterly Assessment notice dated 8/31/2024 that says Prorated \$124,782.71, but some amount of assessments are past due.
- The Emergency Transfusion license has been de-activated.
- The expired (subsequent for facility closure) and active certificates are onsite at the surgical center including: AAAHC(active), CDS (expired), DEA (expired), CLIA (active), Weights and Measures (inactive due to non-payment), NJDEP Radiological Machine Registration (inactive due to non-payment), NJDEP Medical Waste Generator Registration (inactive due to non-payment), NJ Boiler (waiting on certificate), NJDEP – generator permit (active), Florham Park town fire inspection certificate (expired), blood bank license (expired), cancer registry (NA).
- Purchaser will have to enroll with Medicare.
- Other than the Facility License, the Seller does not make any representations as to the assignability of Permits.

Schedule 4.5

Exceptions to 4.5 Compliance with Laws; Litigation and Investigations

- Non-payment of ambulatory quarterly assessments.
- Department of Health license is currently on “ice” as of June 14, 2024 and continuing through June 13, 2026, with license renewal applications and fees due in February 2025 and February 2026 as well as past due assessments.
- On March 19, 2024, the surgical center received a violation notice for the boiler not having a shutoff switch. Corrective actions were taken and the surgical center mailed a compliance letter on May 8, 2024 to the Department of Labor and Workforce Development.
- The NJ Office of the Attorney General on 2/16/2024 authorized (#05800224) the destruction of controlled substances at the surgical center which they were subsequently destroyed.

Schedule 4.6

Exceptions to 4.6 Permits

- Department of Health license is currently on “ice” as of June 14, 2024 and continuing through June 13, 2026, with license renewal applications and fees due in February 2025 and February 2026 as well as past due assessments.
- In relation to the boiler violation referenced in Schedule 4.5, the surgical center is still waiting to receive the boiler certificate.
- The last generator test was on September 4, 2024. The technician referenced the following “When I arrived on site the generator had a Low Coolant Temp warning. I cleared the warning and started the generator. After the testing the error was cleared and no more errors were noticed. If there continues to be a low coolant temp it might be a block heater problem and Penn Power should be called for service.”
- The NJDEP Radiological Machine Registration invoice.
- The FY2024-24260 Q3 Quarterly Assessment due 3/15/2024 in the amount of \$33,489.48 has not been paid.
- The FY2024-24260 Q4 Quarterly Assessment due 6/15/2024 in the amount of \$33,489.48 has not been paid.
- The FY2025-24260 Q1 Quarterly Assessment due 10/1/2024 in the amount of \$7,996.15 has not been paid.
- The surgical center plans to contest an unidentified line item on recent Ambulatory Quarterly Assessment notice dated 8/31/2024 that says Prorated \$124,782.71, but some amount of assessments are past due.
- The Emergency Transfusion license has been de-activated.
- The expired (subsequent for facility closure) and active certificates are onsite at the surgical center including: AAAHC(active), CDS (expired), DEA (expired), CLIA (active), Weights and Measures (inactive due to non-payment), NJDEP Radiological Machine Registration (inactive due to non-payment), NJDEP Medical Waste Generator Registration (inactive due to non-payment), NJ Boiler (waiting on certificate), NJDEP – generator permit (active), Florham Park town fire inspection certificate (expired), blood bank license (expired), cancer registry (NA).
- Purchaser will have to enroll with Medicare.
- Other than the Facility License, the Seller does not make any representations as to the assignability of Permits.

Schedule 4.8

Exceptions to 4.8 Environmental Matters

- On or about February 2023 the surgical center had a flood that was repaired with insurance proceeds.
- The surgical center has a humidity issue. Two procedure rooms are not used for procedures. The Seller would recommend that the Purchaser address this issue. The data room includes a 2023 proposal that had an estimated cost of \$320,000.
- While not an environmental matter, it should be noted the call bell system is not working.

EXHIBIT A

The Assets

All Assets of the Seller, Hanover Hills Surgery Center, LLC, except for the Excluded Assets, including but not limited to the following:

- Seller's license (number 24260) from the State of New Jersey to operate an ambulatory care center);
- Assumption and assignment of the lease for Seller's surgery center located at 83 Hanover Road, Suite 100, Florham Park, New Jersey 07932; and
- All other transferable assets, items and property of the Seller, including owned equipment and fixtures, and pharmaceutical and other disposable inventory, as may be agreed upon between the Seller and Purchaser; *provided, however*, that any equipment indicated as leased pursuant to that certain Capital Inventory list, dated as of August 12, 2024 provided by Seller to Purchaser, shall be an Excluded Asset.

EXHIBIT B

Lease, Unsigned Fifth Amendment, and Exercised Option Letter

Redacted