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Order Filed on January 7, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al.*¹**

Debtors.

Chapter 11

Case No. 24-15726(VFP)

Jointly Administered

ORDER (I) APPROVING THE AMENDED COMBINED DISCLOSURE STATEMENT ON AN INTERIM BASIS; (II) SCHEDULING A COMBINED HEARING ON FINAL APPROVAL OF THE AMENDED COMBINED DISCLOSURE STATEMENT AND PLAN CONFIRMATION AND DEADLINES RELATED THERETO; (III) APPROVING NOTICES RELATED THERETO; AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through seven (8), is hereby **ORDERED**.

DATED: January 7, 2025

A handwritten signature in black ink, appearing to read "Vincent F. Papalia".

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

Upon consideration of the *Motion of Atlantic Neurosurgical Specialists, P.A., ANS Newco LLC and Hanover Hills Surgery Center LLC (the Debtors) for Entry of an Order (I) Approving the Amended Combined Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Amended Combined Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Confirmation Notice; and (IV) Granting Related Relief (the Motion)* as amended by Supplement filed by the Debtors dated December 30, 2024 (the “Supplement”),² and based on the record in the Debtors’ jointly administered chapter 11 cases; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title II* of the United States District Court for the District of New Jersey, dated September 18, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) with the Court having jurisdiction to enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given; and the Court having found that the relief requested in the Motion as amended by the Supplement is in the best interests of the Debtors’ estates, their creditors, and other parties-in-interest; and the Court having reviewed the Motion and the Supplement and having considered the statements in support of the relief requested therein at hearing; and the Court having determined that the legal and factual bases set forth in the Motion as amended by the Supplement establish just cause for the relief granted herein; and upon all of the proceeding had before the Court; and after due deliberation and good cause appearing therefor;

IT IS HEREBY FOUND THAT:

A. The Movants have all necessary authority to propose and prosecute the Amended Combined Plan and the Disclosure Statement.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

B. The Movants have provided adequate notice of the Motion as amended by the Supplement and the time fixed for filing objections thereto, and no other or further notice need be provided with respect to the Motion.

C. The notices, substantially in the form attached hereto as **Exhibit A** (the “**Confirmation Hearing Notice**”) and **Exhibit B** (the “**Non-Voting Status Notice**”, and with the Confirmation Hearing Notice the “**Notices**”) the procedures set forth below for providing such notice to creditors and parties-in-interest of the time, date, and place of the Confirmation Hearing (defined below), and the contents of the Confirmation Hearing Notice comply with Bankruptcy Rules 2002 and 3017 and shall be deemed good and sufficient notice of the Plan, the Disclosure Statement, the deadline to object to final approval of the Amended Combined Disclosure Statement and confirmation of the Plan, and the Confirmation Hearing, and no other or further notice need be given to interested parties.

D. The Ballots substantially in the form attached as **Exhibits C, D, E, F, G and H** are consistent with Form # 314, adequately address the particular needs of these chapter 11 cases and are appropriate for Voting Classes to vote to accept or reject the Plan.

NOW THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** to the extent set forth herein.
2. The Disclosure Statement is approved on an interim basis under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017. Any objections to the adequacy of the information contained in the Disclosure Statement are expressly reserved for consideration at the Confirmation Hearing.

3. The Confirmation Schedule is approved as follows:

EVENT	DATE
Deadline to Serve the Notice Package (defined below)	January 10, 2025
Deadline to Opt-In For Settling Shareholders	January 15, 2025 (\$500,000) or February 4, 2025 (\$625,000)
Deadline for Plan Proponents to File Plan Supplement	January 24, 2025
Voting Deadline	February 4, 2025
Deadline to Object to final approval of the Amended Combined Disclosure Statement and Confirmation of the Plan	February 7, 2025
Deadline for Plan Proponents to File Certificate of Balloting and Confirmation Brief and/or Reply to any Objection to final approval of Disclosure Statement or Plan	February 11, 2025
Combined Hearing on Final Approval of the Amended Combined Disclosure Statement and Confirmation of the Plan	February 18, 2025 at 11:00 a.m. (ET)

4. As set forth above, the combined hearing on final approval of the adequacy of the Amended Combined Disclosure Statement and confirmation of the Plan is scheduled for **February 18, 2025 at 11:00 a.m. (ET)** (the “**Confirmation Hearing**”). Parties wishing to appear remotely at the Confirmation Hearing must arrange to appear telephonically through Court-Solutions at www.court-solutions.com. The deadline to file objections to the adequacy of the Combined Amended Disclosure Statement and confirmation of the Plan is **February 7, 2025, at 4:00 p.m. (ET)** (the “**Objection Deadline**”). The Confirmation Hearing may be continued from time to time by the Court or the Debtors (in consultation with the Committee) without further notice other than adjournments announced in open court.

5. The Deadline for the Debtors to file a Certificate of Balloting and to file a pleading in support of confirmation of the Plan and/or a reply to any objections to the final approval of the Amended Combined Disclosure Statement and Confirmation of the Plan is **February 11, 2025 at 4:00 p.m. (ET)**.

6. Objections to the adequacy of the Amended Combined Disclosure Statement and confirmation of the Plan, if any, must (i) be in writing, (ii) state with particularity the basis and nature of any objection to the Amended Combined Disclosure Statement, the Plan and, if possible, a proposed modification to the Plan that would resolve such objection; and (iii) be filed with the Clerk of the Bankruptcy Court (x) electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the *General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents* dated March 27, 2002 (the “**General Order**”) and the *Commentary Supplementing Administrative Procedures* dated as of March 2004 (the “**Supplementary Commentary**”) (the General Order, the Supplementary Commentary, and the User’s Manual for Electronic Case Filing System can be found at the Bankruptcy Court’s official website, www.njb.uscourts.gov) and, (y) by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF) mailed to the Clerk of the Bankruptcy Court, Martin Luther King JR. Federal Bldg. and Courthouse, Third Floor, 50 Walnut Street, Newark, New Jersey 07102, such as to be received for filing by the Objection Deadline, and in both instances shall be served in accordance with the General Order and Supplementary Commentary, so as to be received no later than the Objection Deadline. Any objections that fail to comply with the requirements set forth in this Order may, in the Court’s discretion, not be considered and may be overruled.

7. The Debtor shall serve a package (the “**Notice and Solicitation Package**”) containing: (i) a cover letter describing the contents of the Notice Package; (ii) the Amended Combined Disclosure Statement, the Plan and all exhibits thereto (either in paper or in PDF format on a disk or flash drive); (iii) a copy of this Order; (iv) the Confirmation Hearing Notice; and (v) the relevant ballot to creditors with claims in Classes 3,4,5,6,7 and 8 (vi) such other materials as the Court may direct, upon all including those entitled to vote and those having requested notice

pursuant to Bankruptcy Rule 2002 on or before **January 10, 2025** or as soon as reasonably practicable thereafter. Creditors in Classes 1,2,9 and10 shall be served only the **Non-Voting Notice of Confirmation** and this Order. Other creditors contained in the creditor matrix shall be served the **Confirmation Hearing Notice** and this Order only. The proposed distribution and contents of the Notice and Solicitation Package are hereby approved.

8. EPIQ, the Debtor's notice and claims agent, is authorized to assist the Debtor in (a) serving the Notice Package; (b) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Notice Package and all other related documents and matters related thereto, including the procedures and requirements for objecting to confirmation of the Plan or approval of the Amended Combined Disclosure Statement on a final basis; and (c) if necessary, contacting creditors regarding the Plan. **EPIQ** shall serve as the Balloting Agent.

9. In order to submit a ballot, the parties submitting a ballot must file their ballot with the **Balloting Agent** by fully completing and executing the ballot and returning the ballot by first class mail, overnight courier or hand delivery to Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd., Beaverton, OR 97005 on or before **February 4, 2025**.

10. The Plan Proponents are authorized to waive or permit the cure of any defect or irregularity or conditions of delivery as to any ballot. Unless waived, any such defects or irregularities must be cured by the Voting Deadline. Nothing herein shall require the Plan Proponents to provide notice of any defect or irregularity in a ballot nor will they have or incur any liability for failure to provide such notification.

11. The Plan's releases, exculpatory provisions, and injunctions comply with Bankruptcy Rule 3016(c) and conspicuously describe the conduct and parties enjoined by the Plan.

Nothing in this Order shall be deemed a finding or determination or order that the terms and conditions of any of such releases, exculpatory provisions, or injunctions are approved.

12. The Plan Proponents may file a Plan Supplement no less than five (5) days prior to the Confirmation Hearing on notice to all creditors and parties-in-interest.

13. The Plan Proponents are authorized to make non-material and non-substantive changes that do not amend, modify or alter any of the rights of any of the Parties to the Settlement Agreement (including changes to correct typographical and grammatical errors) to the Amended Combined Disclosure Statement and Plan, Confirmation Hearing Notice, the Notices and related pleadings without further order of the Court (but subject to providing Key Bank, counsel to the Committee, the Office of the United States Trustee and counsel to each Shareholder a redline of such changes upon 2-days' notice (prior to January 24, 2025) and shall be authorized to make such conforming changes among and to the foregoing documents prior to filing the applicable pleadings with such changes, so long as no Party has provided written notice to counsel to the Debtor and the Committee of an objection to any of such proposed changes.

14. The Confirmation Hearing Notice is hereby approved.

15. The Notice Procedures described in the Motion are hereby approved.

16. The Ballots attached as Exhibits C, D, E, F, G and H are approved.

17. The Plan Proponents are hereby authorized to take any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

18. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

19. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

EXHIBIT A

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,³**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**NOTICE OF (A) CONDITIONAL APPROVAL OF THE DISCLOSURE
STATEMENT AND (B) COMBINED HEARING TO CONSIDER FINAL APPROVAL
OF DISCLOSURE STATEMENT AND CONFIRMATION OF THE JOINT
CHAPTER 11 LIQUIDATING PLAN AND FIXING THE OBJECTION
DEADLINES RELATED THERETO**

TO ALL PARTIES IN INTEREST, PLEASE TAKE NOTICE THAT:

1. **Filing of the Disclosure Statement and Plan.** On December 30, 2024, Atlantic Neurosurgical Specialists, P.A. ("ANS"), ANS Newco LLC ("Newco", and together with ANS, the "ANS Debtors"), Hanover Hills Surgery Center LLC (Hanover, and together with the ANS Debtors, the "Debtors") and the Committee (together the "Plan Proponents") filed the Amended Combined Disclosure Statement and Chapter 11 Liquidating Plan [Docket No.356] (as may be amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement and Plan"). The Disclosure Statement and Plan supersedes the Combined Disclosure Statement and Joint Plan of Liquidation filed by the Debtors on October 2, 2024.

³ 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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

2. **Conditional Bankruptcy Court Approval of the Disclosure Statement and the Solicitation Procedures.** On January 7, 2025 the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") entered an order (the "Conditional Approval and Procedures Order") conditionally approving the Disclosure Statement on an interim basis and authorizing the Plan Proponents to provide notice of their intent to seek final approval of the Disclosure Statement at confirmation and confirmation of the Plan pursuant to certain procedures set forth therein, including the solicitation of votes to accept or reject the Plan. The Bankruptcy Court's conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.
3. **The Combined Hearing.** A combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") will commence **on February 18, 2025, at 11:00 a.m. (ET)** before the Honorable Vincent F. Papalia, United States Bankruptcy Judge, either in person at Courtroom #3B, M. L. King Jr Federal Courthouse Building, 50 Walnut Street, Newark, New Jersey 07102 or telephonically by Court-Solutions. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Plan Proponents without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules, or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing by further action of the Plan Proponents and without further notice or action, order or approval of the Bankruptcy Court or any other Entity.
4. **Objections to Final Approval of the Disclosure Statement and Confirmation of the Plan.** The Bankruptcy Court established **February 7, 2025, at 4:00 p.m. (ET)**, as the last date and time for filing and serving objections to the adequacy of the information in the Disclosure Statement and to object to confirmation of the Plan (the "Objection Deadline"). Any objection to the final approval of the Disclosure Statement and confirmation of the Plan must (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such Entity; (d) state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan, and if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed with the Clerk of the Bankruptcy Court for the District of New Jersey, M.L. King Jr. Federal Courthouse Building, 50 Walnut Street, Newark, New Jersey 07102, and served on the following:
 - (i) Counsel to the ANS Debtors, Greenbaum Rowe Smith & Davis LLP
99 Wood Avenue South, Iselin, NJ 08830 (Attn: David L Bruck Esq.);

- (ii) Counsel to Hanover, Fox Rothschild LLP, 49 Market Street Morristown, NJ 07960 (Attn: Joseph J. DiPasquale, Esq. and Michael R. Herz, Esq.); and
- (iii) Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102; (Attn: Fran Steele Esq. and Peter D'Auria, Esq.).
- (iv) Counsel to the Committee, Faegre Drinker Biddle & Reath, 600 Campus Drive, Florham Park, New Jersey 07932; (Attn: Richard Bernard Esq. and Frank Velocci Esq.).

Plan Injunction, Exculpation, and Release Provisions. Please take note that the Plan contains the Injunction, Exculpation and Release provisions set forth below:

13.01 EXCULPATION

NEITHER (A) THE DEBTORS, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, MEMBERS OR BANKRUPTCY COURT APPOINTED PROFESSIONALS AND THE SETTLING SHAREHOLDERS AND EACH OF THEIR RELATED PARTIES AND, IN SUCH CAPACITIES, PROFESSIONALS RETAINED BY THE SETTLING SHAREHOLDERS IN CONNECTION WITH THESE CHAPTER 11 CASES, AND (B) THE COMMITTEE, ANY OF ITS APPOINTED MEMBERS, NOR, SOLELY IN SUCH CAPACITIES, ANY OF ITS BANKRUPTCY COURT APPOINTED PROFESSIONALS SHALL HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE PURSUIT OR CONSUMMATION OF THE SALES OF THE DEBTORS' ASSETS, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY OF THE DEBTORS TO BE REALIZED, LIQUIDATED, RETAINED OR DISTRIBUTED UNDER THE PLAN, EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR A BREACH OF FIDUCIARY DUTY, AND, IN ALL RESPECTS, THE COMMITTEE, ITS APPOINTED MEMBERS, AND ITS BANKRUPTCY COURT APPOINTED ATTORNEYS AND

PROFESSIONALS SHALL BE ENTITLED TO RELY ON COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN.

13.02 DEBTORS AND SETTling SHAREHOLDERS RELEASES

Debtors Releases.

Debtors' Release. On the Effective Date, pursuant to Section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, the Debtors and the Estates to the extent that each Settling Shareholder's liability exceeds the D&O Recovery shall release each Settling Shareholder (which includes each Settling Shareholder's Affiliated Medical Practice) and their Related Parties and each Settling Shareholder and their Related Parties are deemed released by the Debtors and the Estates, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies liabilities whatsoever including any derivative claims asserted or assertable by any of the Debtors or the Estates , as applicable, whether known or unknown and each Released Party is deemed released by the Debtors and the Estates from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, liabilities whatsoever, including any direct, derivative, statutory or other claims, asserted or assertable by any of the Debtors or the Estates, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, based on or related to or in any manner arising from, in whole or in part, the Debtors, ANS Founders, the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale and transfer of any security, assets, rights or interests of the Debtors, the subject matter of or the transaction or events giving rise to any Claim or Interest that is treated in the Plan, the business, or contractual arrangements between any Debtors and any Settling Shareholder and their respective Related Parties in such capacities, the negotiation, formation or preparation of the Plan or related agreements, instruments or other documents, any other act or omission, transaction, agreement, event or other occurrence taking place on and before the Effective Date; provided that the foregoing Debtor Release shall not operate to waive or release any obligations of any Party under the Plan, or any other document, instrument or agreement executed to implement the Plan and further provided that nothing herein shall act as a discharge of the Debtors.

On the Effective Date for good and valuable consideration , on after and subject to the occurrence of the Effective Date, the Debtors and the Estates for themselves and their respective successors and assigns, do hereby absolutely, forever and irrevocably release, waive, relinquish, acquit, satisfy and forever discharge Key Bank and its Related Parties from all known and unknown charges, complaints, allegations, counterclaims, grievances, liabilities, obligations, Causes of Action,

promises, agreements (whether written or oral) damages, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys fees and costs actually incurred) and any and all such claims for punitive or consequential damages of all kinds, and further including but not limited too any and all manner of debts, accountings,, bonds, warranties, representations, covenants, controversies, liabilities, judgments, executions, actions, suits, claims, counterclaims, demands, defenses, setoffs, recoupments, objections, and claims that may be based on allegations of breach of contract, failure to lend, fraud, promissory estoppel, libel, slander, usury, negligence, misrepresentations, breach of fiduciary duty, bad faith, lender liability, undue influence, duress, tortious interference with contractual relations, interference with management, or misuse of control, or any other cause of action, in each case whether in law or in equity, known or unknown, held derivatively or otherwise, the Debtors or the Estates have or may have against Key Bank, whether or not apparent or yet to be discovered from the beginning of time to the Effective Date based on or related to or in any manner arising from, in whole or in part, ANS Founders, the Debtors, the Debtors' liquidation, the Chapter 11 Cases and the Loan Documents with Key Bank.

Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Debtors' releases herein, which includes by reference each of the related provisions and definitions contained herein, and further constitutes the Bankruptcy Court's finding that the Debtors' releases are (a) in exchange for good and valuable consideration provided by the Settling Shareholders and Key Bank; (b) in the best interest of the Debtors and all Holders of Claims and interests; (c) fair, equitable and reasonable; (d) given after due notice and an opportunity to be heard; and (e) a Bar to any of the debtors or the estates asserting any Claim or cause of action released pursuant to the Debtors' release.

Settling Shareholders Releases. For good and valuable consideration, on and after and subject to the occurrence of the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, each of the Settling Shareholders and their respective Related Parties shall release each of the Debtors and Estates, and each of the Debtors and Estates is deemed released by the Settling Shareholders and their respective Related Parties from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, asserted or assertable on behalf of any of the Settling Shareholders and each of their respective Related Parties, as applicable whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity or otherwise, that the Settling Shareholders and each of their respective Related Parties would have been legally entitled to assert in their own right or on behalf of the Holder of a Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, ANS Founders, the Debtors, the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right or interest of the Debtors, the subject matter of or the transactions or events

giving rise to any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtors and any Settling Shareholder and each of their respective Related Parties, the negotiation, formulation or preparation of the Plan or related agreements or documents, any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Petition Date; provided that the foregoing Settling Shareholders Release shall not operate or waive or release (i) any obligations of any Party under the Plan, or any document to implement the Plan, including but not limited to the Liquidation Trust Agreement(ii) each of the Settling Shareholders' rights and interests in any retirement plans maintained for the benefit of the Settling Shareholders by the Debtors, (except as to the 2023 overfunding thereof in the aggregate amount of \$657,541) and (iii) each of the Settling Shareholders' rights and entitlement to insurance coverage including without limitation any employment practice insurance, professional liability insurance policy and the D&O Liability Insurance Policy.

13.03 THIRD-PARTY RELEASES

Consensual, Mutual Releases Of Settling Shareholders, Lorient Parties and Key Bank. On and after and subject to the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, except as otherwise provided in the Plan, pursuant to applicable provisions of the Bankruptcy Code and to the fullest extent permitted by applicable law, and for good and valuable consideration, the Settling Shareholders, the Lorient Parties and Key Bank and each of their respective Related Parties shall be deemed to have conclusively, absolutely, unconditionally and irrevocably and forever provided a full waiver and release to each other respectively (and each party so released shall be deemed forever released, waived and discharged by the other party)and their respective properties and assets from any and all claims, causes of action and debts, obligations, suits rights, damages, demands, judgements, actions remedies, liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date arising in law or at equity, whether for tort, contract or otherwise, based in whole or in part upon any act or omission, transaction or other occurrence or circumstance existing or taking place prior to or on the Effective Date, arising from or in any way related, in whole or in part to ANS Founders, the Debtors, the Chapter 11 Cases, the asset sales, the pursuit of confirmation of the Plan or the Plan, that the Settling Shareholders, the Lorient Parties and Key Bank and each of their resepective Related Parties would have been legally entitled to assert against any of the Settling Shareholders, the Lorient Parties and Key Bank and each of their respective Related Parties: provided however that Key Bank does not release any of its Claims against Debtor Hanover Hills, ANS Continuum or Florham Park.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification, or other action by any entity or other person or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any entity. The court order approving the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits,

judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement executed to implement the Plan.

Further, notwithstanding anything to the contrary in the foregoing, the release provided by Key Bank to the Settling Shareholders and each of their respective Related Parties is limited by the following:

- a. This mutual release does not release any obligation of any Settling Shareholder or any of their respective Related Parties to Key Bank arising on account of any loan or other extension of credit made directly by Key Bank or an affiliate of Key Bank to such Settling Shareholder or any of their respective Related Parties (including without limitation any obligations arising on account of any credit card issued by Key Bank or any affiliate of Key Bank.**
- b. This release does not release any of the Obligors as such term is defined in the Forbearance Agreements from (i) any Letter of Credit obligations arising in connection with Key Bank's issuance of Standby Letter of Credit No. S325645 issued by the lender for the account of Atlantic Neuro Surgical Specialists PA (the Letter of Credit). The Obligors acknowledge and agree that Key Bank may apply any Letter of Credit Cash Collateral held by Key Bank in respect of the Letter of Credit Obligations and to the Obligations of the Obligors arising under the Loan Documents in accordance with the terms and conditions of the Loan Documents and the Forbearance Agreements and that such Letter of Credit may not be renewed by Key Bank upon its expiration. Obligors shall cooperate reasonably with Key Bank to effectuate cancellation of the Letter of Credit as soon as reasonably possible.**
- c. This release does not release any of the Obligors from any obligation at any time arising relating to treasury management fees, if any owing by the Obligors to Key Bank in accordance with the agreements between them, which fees will be invoiced separately and for which fees the Obligors remain liable. The Obligors may, subject to Key Bank's right to terminate such accounts maintain general accounts including but not limited to checking accounts, deposit accounts and payroll accounts at Key Bank which accrue fees, service charges and other charges in accordance with the related agreements (collectively with such treasury management fees, the Account Fees"). Until the Obligors terminate such treasury management services and all such accounts are closed, Account Fees will accrue and be payable by the Obligors in accordance with the terms of the related agreements.**
- d. This release does not release any of the Obligors from any obligation of any of the Obligors to Key Bank arising on account of agreements related to the Loan Documents and the transactions evidenced thereby. Key Bank acknowledges that**

the term “Obligors” does not include any of the Settling Shareholders or any of the ANS Debtors and that neither the Settling Shareholders nor the ANS Debtors are parties to the Forbearance Agreements as that term is used.

- e. For the avoidance of doubt, and except as otherwise expressly stated in Article 13.03(a), the Settling Shareholders, Key Bank, the Lorient Parties and the Debtors are releasing the Settling Shareholders in any and every capacity including but not limited to as individuals, officers, directors, shareholders, members, agents, employees, and representatives of the members of the Borrower Group, the Lorient Parties, the ANS Group and ANS Founders.

Consensual, Mutual Release by Settling Shareholders. On and after and subject to the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, except as otherwise provided in the Plan, pursuant to applicable provisions of the Bankruptcy Code and to the fullest extent permitted by applicable law, and for good and valuable consideration provided, the Settling Shareholders shall release each other in each case on behalf of themselves and their respective successors, assigns, and representatives, the adequacy of which is hereby acknowledged and confirmed, each Settling Shareholder will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full waiver and release to each other Settling Shareholder and their respective Affiliated Medical Practice (and each such party so released shall be deemed forever released, waived and discharged by the other party) and their respective properties and assets from any and all claims, causes of action, and any other debts, obligations, rights, suits, damages, demands, judgments, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of December 15, 2023 and which did not continue thereafter, arising, in law or at equity, whether for tort, contract, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or as of December 15, 2023 and which did not continue thereafter arising from or related in any way in whole or in part to the Debtors that each of the Settling Shareholders would have been legally entitled to assert against each other. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification, or other action by any entity or other person or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any entity. The court order approving the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement executed to implement the Plan.

Notwithstanding anything to the contrary herein, the Settling Shareholders are not releasing any claims for contribution or indemnification relating to or arising out of the action captioned: Pinakin Jethwa, M.D. v Atlantic Neurosurgical Specialists PA, Altair

Health, Ronald Benitez, M.D., Yaron Moshel, M.D. and John Knightly, M.D. pending in the Superior Court of New Jersey, Law Division, Morris County, Dkt # MRS-L-209-21. Notwithstanding anything to the contrary herein, Settling Shareholder Jay Chun, M.D. on the one hand and Ronald Benitez, M.D., Yaron Moshel, M.D., Kyle Chapple, M.D. and Jonathan Baskin, M.D. on the other hand do not release claims amongst themselves.

5. **Voting Procedures.** Holders of Class 3, 4, 5, 6, 7 and 8 Claims are entitled to vote to accept or reject the Plan. If you hold such a Claim, you will receive a solicitation package which shall include, among other things, a copy of (i) this Notice, (ii) the Disclosure Statement, (iii) the Plan, and (iv) a Ballot. Please review the ballot and the instructions included therewith for how to vote on the Plan. Failure to follow the voting instructions may disqualify your vote. Please be advised that the Holders of Class 3, 4, 5, 6, 7 and 8 Claims are the only holders of Claims or Interests that are entitled to vote on the Plan.
6. **Voting Deadline.** The deadline to vote on the Plan is **February 4, 2025** at 4:00 p.m. (ET) (the “Voting Deadline”). The Ballot Agent must receive your ballot by the Voting Deadline, otherwise your vote will not be counted. You must properly complete, date, and execute the Ballot and deliver the Ballot by (a) first class mail, at the address provided on the Ballot; (b) overnight courier; or (c) hand-delivery so that such Ballot is actually received by the Ballot Agent on or before the Voting Deadline.

7. Directions to obtain the Plan Documents and Make Inquiries. If you have any questions regarding the ballot, did not receive a return envelope with your ballot, did not receive a copy of the Disclosure Statement and Plan, or need additional copies of the Ballot or other enclosed materials, please contact Debtors' counsel, David L Bruck Esq. Greenbaum Rowe Smith & Davis LLP 99 Wood Avenue South, Iselin, NJ 08830 or at 732 549 5600 or dbruck@greenbaumlaw.com.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN AS YOUR RIGHTS MAY BE AFFECTED.

Dated: January 7, 2025

Respectfully submitted,

By: s/David L Bruck

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EXHIBIT B

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,⁴**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**NOTICE OF NON-VOTING STATUS TO HOLDERS OR POTENTIAL HOLDERS
OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE
JOINT CHAPTER 11 LIQUIDATION PLAN AND/OR HOLDERS OR POTENTIAL
HOLDERS OF IMPAIRED CLAIMS OR INTERESTS DEEMED TO REJECT THE
JOINT CHAPTER 11 LIQUIDATION PLAN**

PLEASE TAKE NOTICE THAT on December 30, 2024, Atlantic Neurosurgical Specialists, P.A. ("ANS"), ANS Newco LLC ("Newco", and together with ANS, the "ANS Debtors"), and Hanover Hills Surgical Center LLC ("Hanover", and together with the ANS Debtors, the "Debtors" and the Committee (the "Plan Proponents") filed the Combined Disclosure Statement and Joint Chapter 11 Liquidating Plan [Docket No. 356 (as may be amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement and Plan")].

PLEASE TAKE NOTICE THAT on January 8, 2025 the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") (the "Conditional Approval and Procedures Order") approving, the Disclosure Statement on a conditional basis and authorizing the Plan Proponents to provide notice of their intent to seek final approval of the Disclosure Statement and confirmation of the Plan pursuant to certain procedures set forth

⁴ 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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

therein, including the solicitation of votes to accept or reject the Plan. The Bankruptcy Court's conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT you are a holder or potential holder of a Claim against the Debtors that is not entitled to vote on the Plan due to the nature and treatment of such Claim under the Plan. Specifically, a holder of a Claim in a class that is not impaired under the Plan is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code and is not entitled to vote on the Plan. Further, a holder of a Claim or Interest in a class that is Impaired under the Plan and conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code is not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT a combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") will commence on **February 18, 2025, at 11:00 A.M. (ET)** before the Honorable Vincent F. Papalia United States Bankruptcy Judge either in person at Court room #3B, ML King Jr. Federal Court House Building, 50 Walnut Street, Newark, New Jersey 07102 or by remote video via Court-Solutions. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Plan Proponents without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules, or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing by further action of the Plan Proponents and without further notice or action, order or approval of the Bankruptcy Court or any other Entity.

PLEASE TAKE FURTHER NOTICE THAT the Bankruptcy Court has established **February 7, 2025 at 4:00PM(ET)**, as the last date and time for filing and serving objections to the adequacy of the information in the Disclosure Statement and to object to confirmation of the Plan (the "Objection Deadline"). Any objection to the final approval of the Disclosure Statement and confirmation of the Plan must (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such Entity; (d) state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan, and if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed with the Clerk of the Bankruptcy Court for the District of New Jersey, 3rd Flr, ML King Jr Federal Court House Building, 50 Walnut Street, Newark, New Jersey 07102 and served on the following:

- (i) Counsel to the ANS Debtors, Greenbaum Rowe Smith & Davis LLP 99 Wood Avenue South, Iselin, NJ 08830 (Attn: David L Bruck Esq.);
- (ii) Counsel to the Hanover Debtor, Fox Rothschild LLP, 49 Market Street, Morristown, NJ 07960 (Attn: Joseph J. DiPasquale, Esq. and Michael R. Herz, Esq.); and

- (iii) Office of the United States Trustee, One Newark Center, 1085 Raymond Boulevard, Suite 2100, Newark, NJ 07102; (Attn: Fran Steele Esq. and Peter D'Auria Esq.).
- (iv) Committee Counsel, Faegre, Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Atten: Richard Bernard Esq. Frank Velocci Esq.).

PLEASE TAKE FURTHER NOTICE THAT the Plan contains the Injunction, Exculpation, and Release provisions set forth below.

13.01 EXCULPATION

NEITHER (A) THE DEBTORS, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, MEMBERS OR BANKRUPTCY COURT APPOINTED ADVISORS, ATTORNEYS, OR PROFESSIONALS OR AGENTS, NOR (B) THE COMMITTEE, NOR ANY OF ITS BANKRUPTCY COURT APPOINTED MEMBERS, ATTORNEYS, OR PROFESSIONALS, SHALL HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM, FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE CHAPTER 11 CASES, THE PURSUIT OR CONSUMMATION OF THE SALES OF THE DEBTORS' ASSETS, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY OF THE DEBTORS TO BE REALIZED, LIQUIDATED, RETAINED OR DISTRIBUTED UNDER THE PLAN, EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR A BREACH OF FIDUCIARY DUTY, AND, IN ALL RESPECTS, THE DEBTORS, AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AND BANKRUPTCY COURT APPOINTED ADVISORS, PROFESSIONALS AND AGENTS AND THE COMMITTEE AND ITS BANKRUPTCY COURT APPOINTED MEMBERS, ATTORNEYS AND PROFESSIONALS SHALL BE ENTITLED TO RELY ON COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN.

13.02 INJUNCTION

ALL INJUNCTIONS OR STAYS PROVIDED FOR IN CHAPTER 11 CASES UNDER SECTIONS 105 OR 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, OR TO THE EXTENT NECESSARY TO ENFORCE THE TERMS AND CONDITIONS OF THE PLAN, THE CONFIRMATION ORDER, OR A SEPARATE ORDER

OF THE BANKRUPTCY COURT. ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTORS, WILL BE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE DEBTORS, THEIR ESTATES, OR ANY OF THEIR PROPERTY ON ACCOUNT OF ANY SUCH CLAIM OR EQUITY INTEREST: (A) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE DEBTORS, EXCEPT AS OTHERWISE SET FORTH IN THE PLAN; AND (E) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN, PROVIDED, HOWEVER, THAT SUCH ENTITIES WILL NOT BE PRECLUDED FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN, THE CONFIRMATION ORDER, OR THE LIQUIDATING TRUST AGREEMENT.

13.02 DEBTORS' AND SHAREHOLDERS' RELEASES

Debtors' Release. On the Effective Date pursuant to Section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, on and after and subject to the occurrence of the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, the Debtors and the Estates to the extent that each Settling Shareholder's liability exceeds the D&O Recovery shall release each Settling Shareholder (which includes each Settling Shareholders Affiliated Medical Practice) and their Related Parties, and each Settling Shareholder and their Related Parties are deemed released by the Debtors and the Estates from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, liabilities whatsoever, including any direct, derivative, statutory or other claims, asserted or assertable by any of the Debtors or the Estates, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, based on or related to or in any manner arising from, in whole or in part, the Debtors, ANS Founders, the Debtors' liquidation, the Chapter 11 Cases,

the purchase, sale and transfer of any security, assets, rights or interests of the Debtors, the subject matter of or the transaction or events giving rise to any Claim or Interest that is treated in the Plan, the business, or contractual arrangements between any Debtors and any Settling Shareholder and their respective Related Parties in such capacities, the negotiation, formation or preparation of the Plan or related agreements, instruments or other documents, any other act or omission, transaction, agreement, event or other occurrence taking place on and before the Effective Date; provided that the foregoing Debtors' Release shall not operate to waive or release any obligations of any Party under the Plan, or any other document, instrument or agreement executed to implement the Plan and further provided that nothing herein shall act as a discharge of the Debtors.

On the Effective Date for good and valuable consideration, and subject to the occurrence of the Effective Date, the Debtors and the Estates for themselves and their respective successors and assigns, do hereby absolutely, forever and irrevocably release, waive, relinquish, acquit, satisfy and forever discharge Key Bank and its Related Parties from all known and unknown charges, complaints, allegations, counterclaims, grievances, liabilities, obligations, Causes of Action,, promises, agreements (whether written or oral), damages, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorney fees and costs actually incurred), and any and all such claims for punitive or consequential damages of all kinds, and further including but not limited to any and all manner of debts, accountings, bonds, warranties, representations, covenants, controversies, liabilities, judgments, executions, actions, suits, claims, counterclaims, demands, defenses, setoffs, recoupments, objections, and claims that may be based on allegations of breach of contract, failure to lend,, fraud, promissory estoppel, libel, slander, usury, negligence, misrepresentation, breach of fiduciary duty, bad faith, lender liability, undue influence, duress, tortious interference with contractual relations, interference with management or misuse of control, or any other cause of action in each case whether in law or in equity, known or unknown, held derivatively or otherwise, the Debtors or the Estates have or may have against Key Bank, whether or not apparent, or yet to be discovered from the beginning of time to the Effective Date based on or related to or in any manner arising from in whole or in part, ANS Founders, the Debtors, the Debtors' liquidation, the Chapter 11 cases and or the Loan Documents with Key Bank

Entry of the Confirmation Order shall constitute Bankruptcy Court approval of the Debtors' Release herein, which includes by reference each of the related provisions and definitions contained herein, and further, constitutes the Bankruptcy Court's finding that the Debtors' Release are: (a) in exchange for the good and valuable consideration provided by the Settling Shareholders and Key Bank (b) in the best interest of the Debtors and all Holders of Claims and interests; (c) fair, equitable and reasonable; (d) given after due notice and an opportunity to be heard; and (e) a bar to any of the Debtors or the Estates asserting any direct, derivative, statutory or other Claim or Cause of Action released pursuant to the Debtor Release.

Settling Shareholders Releases: For good and valuable consideration, on and after and subject to the occurrence of the Confirmation Order becoming a Final Order and the

occurrence of the Effective Date of the Plan, each of the Settling Shareholders and their Related Parties shall release each of the Debtors and Estates, and each of the Debtors and Estates is deemed released by the Settling Shareholders and their Related Parties from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, asserted or assertable on behalf of any of the Settling Shareholders and their Related Parties as applicable whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity or otherwise, that the Settling Shareholders and their Related Parties would have been legally entitled to assert in their own right or on behalf of the Holder of a Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, ANS Founders, the Debtors, the Debtors' liquidation, the Chapter 11 Cases, the purchase, sale, transfer of any security, asset, right or interest of the Debtors, the subject matter of or the transactions or events giving rise to any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtors and any of the Settling Shareholders and their Related Parties the negotiation, formulation or preparation of the Plan or related agreements or documents, any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Petition Date; provided that the foregoing Settling Shareholders Release shall not operate or waive or release (i) any obligations of any Party under the Plan, or any document to implement the Plan including the Liquidation Trust Agreement (ii) each of the Settling Shareholder rights and interests in any retirement plans maintained for the benefit of the Settling Shareholders by the Debtors (except as to the 2023 overfunding thereof in the aggregate amount of \$657,541), and (iii) each of the Settling Shareholders' rights and entitlement to insurance coverage including without limitation any employment practice insurance, professional liability insurance policy and the D&O Liability Insurance Policy.

13.03 THIRD-PARTY RELEASES

Consensual, Mutual Releases of Settling Shareholders, Lorient Parties and Key Bank.

On and after and subject to the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, except as otherwise provided in the Plan, pursuant to applicable provisions of the Bankruptcy Code and to the fullest extent permitted by applicable law, and for good and valuable consideration, the Settling Shareholders, the Lorient Parties and Key Bank and each of their Related Parties shall be deemed to have absolutely, unconditionally and irrevocably and forever provided a full waiver and release to each other (and each Party so releases shall be deemed forever released, waived and discharged by the other Party) and their respective properties and assets from any and all claims, causes of action and debts, obligations, suits, rights, damages, demands, judgments, actions liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date arising in law or at equity, whether for tort, contract or otherwise, based in whole or in part to ANS Founders, the Debtors, the Chapter 11 cases, the asset sales, the pursuit of confirmation of the Plan or the Plan that the Settling Shareholders,, the Lorient Parties and Key Bank and each of their respective Related Parties would have been legally entitled to assert against any of the Settling Shareholders, the Lorient Parties and Key Bank and each of their respective Related Parties provided however that Key Bank does not release any of its claims against Debtor Hanover Hills, ANS Continuum or Florham Park.

The foregoing release shall be effective as of the Effective Date without further notice

to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification, or other action by any entity or other person or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any entity. The court order approving the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this release. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan or any document, instrument, or agreement executed to implement the Plan.

Further, notwithstanding anything to the contrary in the foregoing, the release provided by Key Bank to the Settling Shareholders and each of their respective Related Parties is limited by the following:

- a. The mutual release does not release any obligation of any Settling Shareholder or any of their respective Related Parties to Key Bank arising on account of any loan or other extension of credit made directly by Key Bank or an affiliate of Key Bank to such Settling Shareholder or any of their respective Related Parties (including without limitation any obligation arising on account of any credit card issued by Key Bank or any affiliate of Key Bank).
- b. This release does not release any of the Obligors as such term is defined in the Forbearance Agreements from (i) any Letter of Credit obligations arising in connection with Key Bank's issuance of Standby Letter of Credit No. S325645 issued by the lender for the account of Atlantic Neuro Surgical Specialists PA (the Letter of Credit). The Obligors acknowledge and agree that Key Bank may apply any Letter of Credit Cash Collateral held by Key Bank in respect of the Letter of Credit Obligations and to the Obligations of the Obligors arising under the Loan Documents in accordance with the terms and conditions of the Loan Documents and the Forbearance Agreements and that such Letter of Credit may not be renewed by Key Bank upon its expiration. Obligors shall cooperate reasonably with Key Bank to effectuate the cancellation of the Letter of Credit as soon as reasonably possible.
- c. This release does not release any of the Obligors from any obligation at any time arising relating to treasury management fees, if any owing by the Obligors to Key Bank in accordance with the agreements between them which fees will be invoiced separately and for which fees the Obligors remain liable. The Obligors may, subject to Key Bank's right to terminate such accounts maintain general accounts including but not limited to checking accounts, deposit accounts, and payroll accounts at Key Bank which accrue fees, service charges and other charges in accordance with the related agreements (collectively with such treasury management fees the Account Fees). Until the Obligors terminate such treasury management services and all such accounts are closed, Account Fees will accrue and be payable by the Obligors in accordance with the terms of the related

agreements.

- d. This release does not release any of the Obligors from any obligation of any of the Obligors to Key Bank arising on account of agreements related to the Loan Documents and the transactions evidenced thereby. Key Bank acknowledges that the term “Obligors” does not include any of the Settling Shareholders or any of the ANS Debtors and that neither the Settling Shareholders nor the ANS Debtors are parties to the Forbearance Agreements as that term is used.

For the avoidance of doubt, and except as otherwise expressly stated in Article 13.03 (a), the Settling Shareholders, Key Bank, the Lorient Parties and the Debtors are releasing the Settling Shareholders in any and every capacity including but not limited to as individuals, officers, directors, shareholders, members, agents, employees, and representatives of the members of the Borrower Group, the Lorient Parties, the ANS Group and ANS Founders.

Consensual, Mutual Release by Settling Shareholders. On and after and subject to the Confirmation Order becoming a Final Order and the occurrence of the Effective Date of the Plan, except as otherwise provided in the Plan, pursuant to applicable provisions of the Bankruptcy Code and to the fullest extent permitted by applicable law, and for good and valuable consideration provided, the Settling Shareholders shall release each other in each case on behalf of themselves and their respective successors, assigns, and representatives, the adequacy of which is hereby acknowledged and confirmed, each Settling Shareholder will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full waiver and release to each other Settling Shareholder and their respective Affiliated Medical Practice (and each such party so released shall be deemed forever released, waived and discharged by the other party) and their respective properties and assets from any and all claims, causes of action, and any other debts, obligations, rights, suits, damages, demands, judgments, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of December 15, 2023 and which did not continue thereafter, arising, in law or at equity, whether for tort, contract, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or as of December 15, 2023 and which did not continue thereafter arising from or related in any way in whole or in part to the Debtors that each of the Settling Shareholders would have been legally entitled to assert against each other. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule and without need for any notice to or any vote, consent, authorization, approval, ratification, or other action by any entity or other person or any director, stockholder, security holder, manager, member, or partner (or board thereof) of any entity. The court order approving the Plan will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to this release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or entity under the Plan

or any document, instrument, or agreement executed to implement the Plan.

Notwithstanding anything to the contrary herein, the Settling Shareholders are not releasing any claims for contribution or indemnification relating to or arising out of the action captioned: Pinakin Jethwa, M.D. v Atlantic Neurosurgical Specialists PA, Altair Health, Ronald Benitez, M.D., Yaron Moshel, M.D., John Knightly, M.D. pending in the Superior Court of New Jersey, Law Division, Morris County, Dkt # MRS-L-209-21.

Notwithstanding anything to the contrary herein, Settling Shareholder Jay Chun, M.D. on the one hand and Ronald Benitez, M.D., Taron Moshel, M.D., Kyle Chapple, M.D. and Jonathan Baskin, M.D. on the other hand do not release claims amongst themselves.

PLEASE TAKE FURTHER NOTICE THAT if you wish to obtain copies of the Plan, Disclosure Statement, the Conditional Approval and Procedures Order (the “Plan Documents”), you may do so by contacting the ANS Debtors’ counsel whose address is Greenbaum Rowe Smith & Davis LLP, 99 Wood Avenue South, Iselin, New Jersey 08830 or by Email at: dbruck@greenbaumlaw.com.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN AS YOUR RIGHTS MAY BE AFFECTED.

Dated: January 7, 2025

Respectfully submitted,

By: s/David L Bruck

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EXHIBIT C

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,⁵**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 3 BALLOT FOR ACCEPTING OR REJECTING THE COMBINED JOINT
CHAPTER 11 PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO
DEBTOR, HANOVER HILLS SURGERY CENTER LLC DEBTOR AND THE
COMMITTEE PURSUANT TO SECTION 1126(B) OF THE BANKRUPTCY CODE**

***For Use by Record Holders of Class 3 Claims (General Unsecured Creditors in the ANS
Debtor Case exclusive of the Claims of Key Bank)***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025, 4:00 P.M. (ET)

The Joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,⁶ Hanover Hills Surgery Center, LLC. in the above-referenced cases (the "Debtors") and with the Committee (the "Plan Proponents"), dated December 30, 2024 [Docket No. 356, filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan,**

⁵ 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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

⁶ Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together sometimes referred to herein as the "ANS Debtors." "ANS Newco LLC" is sometimes referred to as the Newco Debtor. "Hanover Hills Surgery Center LLC" is sometimes referred to as Hanover Hills or the Hanover Hills Debtor.

Class 3 is entitled to vote on the Plan. Class 3 is comprised of holders of General Unsecured Claims in the ANS Debtor Case Exclusive of Key Bank. Pursuant to section 1126(c) of section 1129 of Title 11 of the United States Code (the “Bankruptcy Code”), acceptance of the Plan by Class 3 and confirmation of the Plan by the Bankruptcy Court, requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 3 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. General Unsecured Creditors in the ANS Debtor case exclusive of Key Bank are placed in Class 3. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Ballot Agent by first class mail, overnight delivery or hand delivery at: Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005 on or before February 4, 2025 at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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PLEASE SEE PRIOR PAGE FOR INSTRUCTIONS

ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., *et al.*

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating Plan

Dated: December 30, 2024

BALLOT

Class 3: General unsecured claims in the ANS Debtor Case exclusive of the claims of Key Bank

The undersigned, the holder of a Class 3 General unsecured Claim in the ANS Debtor Case exclusive of the Claims of Key Bank in the amount of \$_____,¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.

EXHIBIT D

**GREENBAUM, ROWE, SMITH
& DAVIS LLP**

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*Counsel to the Debtors and Debtors in
Possession, Atlantic Neurosurgical
Specialists, P.A. and ANS Newco LLC*

FOX ROTHSCCHILD LLP

Joseph J. DiPasquale, Esq.
Michael R. Herz, Esq.
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azammiello@foxrothschild.com
*Counsel to the Debtor and Debtor in
Possession, Hanover Hills Surgery Center*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al.*¹**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 4 BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11
PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO DEBTOR HANOVER
HILLS SURGERY CENTER LLC DEBTOR AND THE COMMITTEE PURSUANT
TO SECTION 1126(B) OF THE BANKRUPTCY CODE**

***For Use by the Holder of the Key Bank General Unsecured Claim, Class 4 in the ANS
Debtor Case***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025 – 4:00 P.M. (ET)

The Joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,² Hanover Hills Surgery Center, LLC and the Committee. in the above-referenced cases (the "Plan Proponents"), dated December 30, 2024 [Docket No. 356], filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan, Class 4 is entitled to vote on the**

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

² Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together sometimes referred to herein as the "ANS Debtors. "ANS Newco LLC" is sometimes referred to as the Newco Debtor." Hanover Hills Surgery Center LLC is sometimes referred to as Hanover Hills or the Hanover Hills Debtor.

Plan. Class 4 is comprised of the General Unsecured Claims of Key Bank in the ANS Debtor Case; acceptance of the Plan by Class 4 and confirmation of the Plan by the Bankruptcy Court, requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 4 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Debtors by first class mail, overnight delivery or hand delivered at Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing, 10300 SW Allen Blvd., Beaverton, OR 97005 on or before February 4, 2025 at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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PLEASE SEE PRIOR PAGE FOR INSTRUCTIONS

ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., et al.

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating

Dated: December 30, 2024

BALLOT

Class 4: General Unsecured Claim of Key Bank in the ANS Debtor Case– Impaired.

The undersigned, **Key Bank** is the holder of a Class 4 General Unsecured Claim against the ANS Debtor, in the amount of \$ _____, ¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.

EXHIBIT E

**GREENBAUM, ROWE, SMITH
& DAVIS LLP**

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P.O. Box 5600

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*Counsel to the Debtors and Debtors in
Possession, Atlantic Neurosurgical
Specialists, P.A. and ANS Newco LLC*

FOX ROTHSCCHILD LLP

Joseph J. DiPasquale, Esq.

Michael R. Herz, Esq.

Agostino A. Zammiello, Esq.

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jdipasquale@foxrothschild.com

mherz@foxrothschild.com

azammiello@foxrothschild.com

*Counsel to the Debtor and Debtor in
Possession, Hanover Hills Surgery Center*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,¹**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 5 BALLOT FOR ACCEPTING OR REJECTING THE COMBINED JOINT
CHAPTER 11 PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO DEBTOR
AND HANOVER HILLS SURGERY CENTER LLC AND THE COMMITTEE
PURSUANT TO SECTION 1126(B) OF THE BANKRUPTCY CODE**

***For Use by Record Holders of Class 5 Claims (General Unsecured Creditors in the Newco
Debtor Case exclusive of the claims of Key Bank)***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025, 4:00 P.M. (ET)

The Joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,² Hanover Hills Surgery Center, LLC. in the above-referenced cases (the "Debtors") and with the Committee (the "Plan Proponents"), dated December 30, 2024[Docket No. 356, filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan,**

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

² Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together sometimes referred to herein as the "ANS Debtors". "ANS Newco LLC" is sometimes referred to as the Newco Debtor. "Hanover Hills Surgery Center LLC" is sometimes referred to as the Hanover Hills Debtor or Hanover Hills.

Class 5 is entitled to vote on the Plan. Class 5 is comprised of holders of General Unsecured Claims in the Newco Debtor Case exclusive of Key Bank. Pursuant to section 1126(c) of section 1129 of Title 11 of the United States Code (the “Bankruptcy Code”), acceptance of the Plan by Class 5 and confirmation of the Plan by the Bankruptcy Court, requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 5 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. General Unsecured Creditors in the Newco Debtor Case exclusive of Key Bank are placed in Class 5. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Ballot Agent by first class mail, overnight delivery or hand delivery at: Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005 on or before February 4, 2025, at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., *et al.*

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating Plan

Dated: December 30, 2024

BALLOT

Class 5: General Unsecured Claims excluding the claims of Key Bank in the Newco Debtor Case – Impaired.

The undersigned, the holder of a Class 5 general unsecured Claim exclusive of Key Bank in the Newco Debtor Case in the amount of \$_____,¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.

EXHIBIT F

**GREENBAUM, ROWE, SMITH
& DAVIS LLP**

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*Counsel to the Debtors and Debtors in
Possession, Atlantic Neurosurgical
Specialists, P.A. and ANS Newco LLC*

FOX ROTHSCCHILD LLP

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Michael R. Herz, Esq.
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mherz@foxrothschild.com
azammiello@foxrothschild.com
*Counsel to the Debtor and Debtor in
Possession, Hanover Hills Surgery Center*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,¹**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 6 BALLOT FOR ACCEPTING OR REJECTING THE COMBINED JOINT
CHAPTER 11 PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO DEBTOR
AND HANOVER HILLS SURGERY CENTER LLC AND THE COMMITTEE
PURSUANT TO SECTION 1126(B) OF THE BANKRUPTCY CODE**

***For Use by Record Holders of Class 6 Claims (General Unsecured Claim of Key Bank in
the Newco Debtor Case)***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025, 4:00 P.M. (ET)

The Joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,⁷ Hanover Hills Surgery Center, LLC. in the above-referenced cases (the "Debtors") and with the Committee (the "Plan Proponents"), dated December 30, 2024[Docket No. 356, filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan,**

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

⁷ Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together referred to herein as the "ANS Debtors. "ANS Newco LLC" is sometimes referred to as the Newco Debtor. "Hanover Hills Surgery Center LLC" is sometimes referred to as the Hanover Hills Debtor or Hanover Hills.

Class 6 is entitled to vote on the Plan. Class 6 is comprised of the General Unsecured Claim of Key Bank in the Newco Debtor Case. Pursuant to section 1126(c) of section 1129 of Title 11 of the United States Code (the “Bankruptcy Code”), acceptance of the Plan by Class 6 and confirmation of the Plan by the Bankruptcy Court, requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 6 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. General Unsecured Claims of Key Bank against the Newco Debtor are placed in Class 6. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Ballot Agent by first class mail, overnight delivery or hand delivery at: Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005 on or before February 4, 2025 at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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PLEASE SEE PRIOR PAGE FOR INSTRUCTIONS

ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., *et al.*

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating Plan

Dated: December 30, 2024

BALLOT

Class 6: General Unsecured Claims of Key Bank in the Newco Debtor Case – Impaired.

The undersigned, the holder of a Class 6 General Unsecured Claim of Key Bank in the Newco Debtor Case in the amount of \$_____,¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.

EXHIBIT G

**GREENBAUM, ROWE, SMITH
& DAVIS LLP**

David L. Bruck, Esq.

P.O. Box 5600

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*Counsel to the Debtors and Debtors in
Possession, Atlantic Neurosurgical
Specialists, P.A. and ANS Newco LLC*

FOX ROTHSCCHILD LLP

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Michael R. Herz, Esq.

Agostino A. Zammiello, Esq.

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*Counsel to the Debtor and Debtor in
Possession, Hanover Hills Surgery Center*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al*,¹**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 7 BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11
PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO DEBTOR. HANOVER
HILLS DEBTOR AND THE COMMITTEE PURSUANT TO SECTION 1126(B) OF
THE BANKRUPTCY CODE**

***For Use by Key Bank for its Class 7 Secured Claim in the Hanover Hills Surgery Center
LLC Case***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025 AT 4:00 P.M. (ET)

The joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,² Hanover Hills Surgery Center, LLC. in the above-referenced cases and the Committee (the "Plan Proponents"), dated December 30, 2024 [Docket No. 356], filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan, Class 7 is entitled to vote on the**

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

² Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together referred to herein as the "ANS Debtors." "ANS Newco LLC" is sometimes referred to as the Newco Debtor case. "Hanover Hills Surgery Center LLC" is sometimes referred to as the Hanover Hills Debtor Case or Hanover Hills.

Plan. Class 7 is comprised of the Key Bank Secured Claim in the Hanover Hills Debtor Case. Acceptance of the Plan by Class 7 and confirmation of the Plan by the Bankruptcy Court requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 7 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 7 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Debtors by first class mail, overnight delivery or hand delivered to Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005 on or before February 4, 2025 at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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PLEASE SEE PRIOR PAGE FOR INSTRUCTIONS

ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., *et al.*

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating Plan

Dated: December 30, 2024

BALLOT

Class 7: Secured Claims of Key Bank in the Hanover Hills Debtor Case – Impaired.

The undersigned, the holder of a Class 7 Secured Claims of Key Bank in the Hanover Hills Debtor Case in the amount of \$_____,¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.

EXHIBIT H

**GREENBAUM, ROWE, SMITH
& DAVIS LLP**

David L. Bruck, Esq.

P.O. Box 5600

Woodbridge, New Jersey 07095

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*Counsel to the Debtors and Debtors in
Possession, Atlantic Neurosurgical
Specialists, P.A. and ANS Newco LLC*

FOX ROTHSCCHILD LLP

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jdipasquale@foxrothschild.com

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azammiello@foxrothschild.com

*Counsel to the Debtor and Debtor in
Possession, Hanover Hills Surgery Center*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

**ATLANTIC NEUROSURGICAL
SPECIALISTS, P.A. *et al.*¹**

Debtors.

Chapter 11

Case No. 24-15726 (VFP)

Jointly Administered

**CLASS 8 BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11
PLAN OF LIQUIDATION OF THE ANS DEBTOR, NEWCO DEBTOR AND
HANOVER HILLS DEBTOR CASES PURSUANT TO SECTION 1126(B) OF THE
BANKRUPTCY CODE**

***For Use by Class 8 General Unsecured Claims in the Hanover Hills Surgery Center
LLC Case excluding the claims of Key Bank***

DEADLINE FOR RECEIPT OF BALLOTS: February 4, 2025 AT 4:00 P.M. (ET)

The Joint Plan of Liquidation (the "Plan") proposed by the debtors, Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC,² and Hanover Hills Surgery Center, LLC. in the above-referenced cases (the "Debtors" and "Plan Proponents"), dated October 2, 2024 [Docket No. 223], filed in the above-captioned Chapter 11 Cases, is referred to in this Ballot and transmitted concurrently herewith. **As set forth in the Plan, Class 8 is entitled to vote on the**

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 Atlantic Neurosurgical (0733); ANS Newco, LLC, d/b/a Altair Health (7893); and Hanover Hills Surgery Center LLC, (8645).

² Atlantic Neurosurgical Specialists, P.A., ANS Newco, LLC are together referred to herein as the "ANS Debtors." "ANS Newco LLC" is sometimes referred to as the Newco Debtor case. "Hanover Hills Surgery Center LLC" is sometimes referred to as the Hanover Hills Debtor or Hanover Hills.

Plan. Class 8 is comprised of the Holders of General Unsecured Claims excluding Key Bank in the Hanover Hills Debtor Case; acceptance of the Plan by Class 8 and confirmation of the Plan by the Bankruptcy Court, requires that at least two-thirds (2/3) in amount and one-half (1/2) in number of holders of Class 8 Claims vote in favor of the Plan. Before casting your vote, please refer to the Plan, which is transmitted concurrently herewith.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 8 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

If your ballot is not received by the Debtor by first class mail, overnight delivery or hand delivered to Atlantic Neurosurgical Specialists PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005 on or before February 4, 2025 at 4:00 p.m. (ET), and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.

If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, partner of a partnership, or other person acting in a fiduciary or representative capacity, such person should indicate his or her capacity when signing.

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PLEASE SEE PRIOR PAGE FOR INSTRUCTIONS

ATLANTIC NEUROSURGICAL SPECIALISTS, P.A., et al.

CHAPTER 11 – CASE NO. 24-15726 (VFP)

United States Bankruptcy Court for the District of New Jersey

Joint Chapter 11 Liquidating Plan

Dated: December 30, 2024

BALLOT

Class 8: General Unsecured Claims excluding the claims of Key Bank in the Hanover Hills Debtor Case,

The undersigned, is the holder of a Class 8 General Unsecured Claim excluding the claims of Key Bank in the Hanover Hills Debtor case in the amount of \$ _____,¹ hereby:

☐ Accepts the Plan.

☐ Rejects the Plan

[check one box only]

Dated: _____

Print or type Name: _____

Signature: _____

Title (if corporation or partnership): _____

Address: _____

**Return this ballot by first class mail or hand delivery to: Atlantic Neurosurgical Specialists
PA c/o EPIQ Ballot Processing 10300 SW Allen Blvd, Beaverton, OR 97005.**

¹ For voting purposes only, subject to tabulation rules.