

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
In re: : Chapter 11
: :
RIVERFRONT HEARING, INC., : Case No. 14-11548 (CSS)
: :
Debtor. :
: :
----- X

SCHEDULES OF ASSETS AND LIABILITIES

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----	x
In re:	: Chapter 11
	:
RIVERFRONT HEARING, INC.,	: Case No. 14-11548 (CSS)
	:
Debtor.	:
	:
-----	x

**SCHEDULES OF ASSETS AND LIABILITIES DECLARATION
UNDER PENALTY OF PERJURY OF THOMAS J. ALLISON
ON BEHALF OF RIVERFRONT HEARING, INC.**

I, Thomas J. Allison, Chief Executive Officer and President of Riverfront Hearing, Inc., the above-captioned debtor and debtor-in-possession (the "Debtor"), declare under penalty of perjury that I have reviewed the Debtor's Summary of Schedules, Schedule A, B, C, D, E, F, G, and H (collectively, the "Schedules") and the Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding Debtor's Schedules of Assets and Liabilities and Statement of Financial Affairs, and that they are true and correct to the best of my knowledge, information, and belief.

Although every effort has been made to make the Schedules of Assets and Liabilities accurate and complete, because of the magnitude and complexity of the task, inadvertent errors or omissions may exist.

Dated: August 19, 2014



Thomas J. Allison
Chief Executive Officer and President

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
 In re: : Chapter 11
 :
 : Case No. 14-11550 (CSS)
 MACKEYSER HOLDINGS, LLC, et al., :
 : Jointly Administered
 Debtors.¹ :
 :
 ----- X

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY
AND DISCLAIMER REGARDING DEBTORS’ SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Schedules and Statements”) filed herewith by the debtors and debtors-in-possession in the above-captioned cases (the “Debtors”) were prepared pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) by the Debtors, with the assistance of their advisors, and are unaudited. While the Debtors’ management has made every effort to ensure that the Schedules and Statements are accurate and complete based on information that was available at the time of preparation, inadvertent errors or omissions may have occurred. The Schedules and Statements remain subject to further review and verification by the Debtors. Subsequent information may result in material changes in financial and other data contained in the Schedules and Statements. Except as noted in the Schedules and Statements or herein, all asset data is reported as of the close of business on June 20, 2014 (the “Petition Date”) and liability data as of the close of business on June 20, 2014. The Debtors have used their best efforts to compile the information set forth in the Schedules and Statements from their books and records maintained in the ordinary course of their businesses. Many of the Debtors operated under debtor American Optical Services, LLC (“AOS” or “AOS, LLC”) and, as a result, certain assets for those individual debtor entities are reflected on the books and records of AOS (as opposed to the individual debtor). The Debtors reserve their right to amend their Schedules and Statements from time to time as may be necessary or appropriate. These Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding Debtors’

¹ The Debtors in these chapter 11 cases, along with the last four digits of each entity’s federal tax identification number, are: MacKeyser Holdings, LLC (5620); American Optical Services, Inc. (5707); Exela Hearing Services, LLC (2110); Optical Management Systems, Inc. (8300); Riverfront Hearing, Inc. (9220); AOS-OMS, LLC (4445); American Optical Services, LLC (4879); EHS-Riverfront, LLC (4530); 926 N. Wilcrest, LLC (2497); Epic Management Group, LLC (3385); Eyeglasses Etc., Inc. (7753); Eyes On You Eyecare, Inc. (2091); Genesis Billing Systems, LLC (1548); Genesis Eye Center, PLLC (8427); J. Richard Susi, D.O., P.A. (1936); Joseph D. Udvari, Jr., O.D., P.C. (0856); Joseph Kurstin, M.D., P.A. (7339); Lakewood Eye Clinic, P.C. (2251); Larry R. Moorman, M.D., P.C. (5458); Philip H. Clark, O.D., P.A. (6411); Steven T. Olkowski, M.D., P.C. (1813); Thomas Retinal Eye Specialists, P.C. (0492); and Thomas G. Abell, M.D., P.S.C. (1810). The corporate headquarters and the mailing address for each entity listed above is 8076 West Sahara Avenue, Las Vegas, Nevada 89117.

Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and reviewed in connection with any review of the Schedules and Statements.

1. Description of the Case. On the Petition Date, each of the Debtors filed a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and an order for relief was entered by the Bankruptcy Court. The Debtors currently are operating their businesses as debtors in possession under the Bankruptcy Code.

2. Basis of Presentation. The Schedules and Statements are unaudited and reflect the Debtors' best efforts to report their assets and liabilities. These Schedules and Statements neither purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), nor are they intended to fully reconcile to the financial statements prepared by the Debtors.

3. Summary of Significant Reporting Policies. The Schedules and Statements have been signed by Thomas J. Allison, the Chief Executive Officer of MacKeyser Holdings, LLC, and an officer of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Allison has necessarily relied upon the efforts, statements and representations of the accounting and non-accounting personnel and management located at the headquarters of the Debtors and the Debtors' advisors. Mr. Allison has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors. The Debtors made their best effort to report asset, liability, disbursement and other information on the Debtors' Schedules and Statements.

In addition, the Debtors adopted the following conventions in the preparation of the Schedules and Statements:

(a) Reporting Date. Assets reported in the Debtors' Schedules and Statements are prepared as of the close of business on June 20, 2014 unless otherwise noted. Accounts receivable is reported as of June 30, 2014. Liabilities are reported in the Debtors' Schedules and Statements as of the close of business on June 20, 2014, unless otherwise noted.

(b) Book Value. Each asset and liability of the Debtors is shown on the basis of the book value of the asset or liability in the Debtors' accounting books and records, unless otherwise noted, rather than the current market values, of such interests in property and/or liabilities. The Debtors have not included leasehold improvements in the calculation of book value.

(c) Causes of Action. The Debtors have not set forth all causes of action against all third parties as assets in the Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action that they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

(d) Executory Contracts. The Debtors have not set forth executory contracts as assets in their Schedules and Statements. The Debtors' executory contracts have been set forth in Schedule G.

(e) Property and equipment - owned. Unless otherwise noted, owned property and equipment are stated at net book value to the extent that the Debtors have depreciated these assets. The Debtors have not consistently recorded accumulated depreciation on fixed assets. No attempt has been made in these Schedules or Statements to calculate accumulated depreciation on assets where the Debtors may not have historically recorded depreciation.

(f) Property and equipment - leased. In the ordinary course of their business, the Debtors lease medical equipment and office equipment from certain third-party lessors for use in the daily operations of their business. Any such leases which have been identified are set forth in the Debtors' Schedule G. Nothing in the Schedules and Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues. Additionally, the Debtors license software under license agreements which are sometimes financed through third parties. Any such agreements which have been identified are set forth in Schedule G.

(g) Payments to Creditors and Insiders. On Statement of Financial Affairs 3C, the Debtors have not scheduled payments made to employees who may be deemed officers where the employees function in a purely ministerial role and have no material inside information.

(h) Intercompany Receivables and Payables. The Debtors are part of a cash management system, designed to collect funds from operations and to pay operating and administrative expenses of the Debtors as more fully described in the Cash Management Motion [Docket No. 35]. Outstanding receivables, if any, to the Debtors on account of intercompany transactions with another Debtor are scheduled on Schedule B35 as net receivables and corresponding outstanding payables are listed on Schedule F as net payables. The listing of these amounts shall not be construed as an admission of the characterization of such balances (as debt, equity or otherwise). Additionally, certain of these intercompany balances may be disputed, and any amounts listed should not be considered an admission as to their validity.

(i) Amedco Transactions. The Debtors have accounted for transactions with various Amedcos (as defined in the Declaration of Thomas J. Allison in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 11]) in their books and records in the ordinary course of business. As of the Petition Date, there are no amounts owing by any of the Debtors to any Amedcos other than to BKMD, Inc. (which is disputed).

(j) Financial Statements. The Debtors are privately held companies whose common/preferred shares or membership interests, as applicable, are not listed on any stock exchanges. The Debtors have provided financial statements to third parties in the course of obtaining business credit.

(k) Schedule D.

(i) MacKeyser executed a Secured Promissory Note dated as of May 29, 2014 (the "HEP Secured Note") in favor of Health Evolution Partners Fund I, L.P. and Series F of Health Evolution Partners Co-Invest, LLC (together, the "HEP Secured Lenders") in an amount of up to \$4,617,000. The HEP Secured Note is jointly and severally guaranteed by the other Debtors in these Chapter 11 Cases (the "Debtor Guarantors"), and such guarantees are secured by a first priority lien on substantially all assets of the Debtor Guarantors (the "HEP Prepetition Secured Collateral"). As of the Petition Date, the HEP Secured Lenders had advanced \$3,461,681.96 under the HEP Secured Note.

(ii) MacKeyser executed a Senior Secured Promissory Note dated January 11, 2013 (the "Essilor Note") in favor of Essilor of America, Inc. ("Essilor") in the amount of \$4 million. The Essilor Note is jointly and severally guaranteed by certain direct and indirect subsidiaries of MacKeyser, including AOS, LLC. In accordance with that certain security agreement dated January 11, 2013 (the "Essilor Security Agreement"), AOS, LLC's guaranty obligations are secured by a first priority lien in that portion of its assets owned or used exclusively in the operation of the optometric practice and optical eye care retailing business commonly known as "The Eye Gallery," including, but not limited to, all of the AOS, LLC's cash on hand, deposit on accounts, receivables, inventory, fixtures, equipment, other intangibles and the proceeds therefrom relating to these practices (the "Essilor Secured Collateral"). As of the Petition Date, the Debtors estimate that the amount outstanding under the Essilor Note is approximately \$3.7 million.

(iii) On December 15, 2010, MacKeyser executed (i) a Secured Note Purchase Agreement with Audiology Holding Company, LLC ("Audiology Holding"), and (ii) a Secured Promissory Note in the amount of \$5 million (the "Audiology Holding Note"). No recorded UCC-1 financing statements have been filed against MacKeyser in connection with the Audiology Holding Note. MacKeyser's obligations under the Audiology Holding Note, however, are purportedly secured by a pledge of all of its equity interests in Exela and AOS, Inc. (the "Audiology Holding Pledged Interests") pursuant to pledge agreements dated December 15, 2010 (the "Audiology Holding Pledge Agreements"). Under the Audiology Holding Pledge Agreements, the collateral includes, among other things, all rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, payment intangibles, deposit accounts, chattel paper and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Audiology Holding Pledged Interests or proceeds thereof (including any cash, equity interests or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to Exela) (the "Audiology Holding Secured Collateral"). The obligations of MacKeyser under the Audiology Holding Note also are guaranteed by Exela and AOS, Inc., pursuant to guaranties dated December 15, 2010. However, Audiology Holding has filed a UCC-1 financing statement only against Exela (and not against AOS, Inc.). As of the Petition Date, MacKeyser estimates that the amount outstanding under the Audiology Holding Note is \$5 million.

(iv) Exela and The Meyers Family Agreement of Trust dated October 14, 1996 (the "Meyers Trust") entered into that certain Stock Purchase Agreement (the

“Riverfront Stock Purchase Agreement”) dated November 1, 2010 under which Exela purchased from the Meyers Trust one hundred percent (100%) of the issued and outstanding stock of Riverfront Hearing, Inc. (“Riverfront”). As part of the purchase, Exela executed a secured promissory note in favor of the Meyers Trust in the amount of \$1 million (the “Meyers Note”). The Meyers Note is secured by (i) a Stock Pledge Agreement dated November 1, 2010, among Exela, the Meyers Trust and Sklar Williams LLP (as escrow agent) pursuant to which Exela pledged its interest in Riverfront; (ii) a Security Agreement dated November 1, 2010, by Riverfront in favor of the Meyers Trust pursuant to which Riverfront granted a lien on substantially all of its assets; and (iii) a Guaranty dated November 1, 2010, by Pierre Keyser to the Meyers Trust. As of the Petition Date, the Debtors estimate that the amount outstanding under the Meyers Note is approximately \$359,816.

(v) Exela entered into a revolving credit agreement and promissory note dated December 4, 2013 with Starkey Laboratories, Inc. (“Starkey”), pursuant to which Starkey agreed to make loans to Exela for business purposes in an amount not to exceed \$2 million. The Starkey line of credit is secured by, among other things, a security interest in all “Accounts,” “General Intangibles,” “Equipment,” “Fixtures” and “Inventory” (as those terms are defined in the Minnesota Uniform Commercial Code) of Exela pursuant to that certain Security Agreement dated December 4, 2013 (the “Starkey Secured Collateral”). As of the Petition Date, the Debtors estimate that the amount outstanding on the Starkey line of credit is \$1 million. Starkey filed a UCC-1 financing statement with respect to the Starkey line of credit on May 20, 2014.

(vi) Since February 22, 2010, AOS, LLC has acquired the non-medical assets of 33 ophthalmology and optometry practices. Stemming from these acquisition transactions, there remain 26 outstanding promissory notes issued by AOS, LLC to the sellers in consideration for the sale of their respective practices. Notwithstanding AOS, LLC’s execution of security agreements in connection with most of these transactions, only Drs. Louis Keilson and Morris Segall (“Keilson and Segall” and, together with the HEP Secured Lenders, Essilor, Audiology Holding and Starkey, shall be referred to herein collectively as the “Prepetition Secured Lenders”) filed UCC-1 financing statements to purportedly perfect their liens on certain of AOS, LLC’s assets. Keilson and Segall purportedly are secured parties pursuant to separate security agreements dated November 12, 2012 in connection with seller notes issued to each of them in the original principal amount of \$5 million (for a total of \$10 million). Under the security agreements, Keilson and Segall purportedly were granted liens on substantially all of AOS, LLC’s assets at the locations owned by South Florida Eye Associates, P.A. and Eye Care Services of America, Inc., to the extent obtained by AOS, LLC as part of a stock purchase agreement involving Amedco SF, LLC (the “Keilson and Segall Secured Collateral” and, together with the HEP Prepetition Secured Collateral, Essilor Secured Collateral, Audiology Holding Secured Collateral and Starkey Secured Collateral, shall be referred to herein collectively as the “Prepetition Secured Collateral”). As of the Petition Date, the Debtors’ books and records reflected a potential liability to Keilson and Segall of approximately \$9.7 million, although such amount is the subject of litigation and is in dispute. The Debtors have not included on Schedule D the holders of notes that did not properly perfect their liens.

(vii) AOS, LLC has incurred debt in connection with its acquisition or lease of certain equipment used in the ordinary course of its operations (the “Equipment Lease

Obligations”), and a number of equipment lessors and lease financing companies have filed UCC-1 financing statements against AOS, LLC. Those equipment lessors and lease financing companies that filed UCC-1 financing statements are included on Schedule D with estimated amounts owed as of the Petition Date, and the date of the claim is listed, if known.

(viii) UCC-1 financing statements have been filed against six of AOS, LLC’s Debtor subsidiaries: (i) Steven T. Olkowski, M.D., P.C., (ii) Joseph D. Udvari, Jr., O.D., P.C., (iii) Eyes On You Eyecare, Inc., (iv) Joseph Kurstin, M.D., P.A., (v) Thomas G. Abell, M.D., P.S.C., and (vi) Philip H. Clark, O.D., P.A. However, the Debtors believe that these Debtor entities either have shut their businesses or have no assets. Creditors who filed UCC-1 financing statements against these Debtors are not listed on Schedule D.

(ix) The Debtors have listed all mechanics’ liens (collectively, the “Liens”), known to them as of June 20, 2014. Where applicable, the Debtors have deducted the amount of the asserted Liens from a corresponding claim, if any, listed on Schedule F. Although some of these liens may have been filed after the Petition Date, such liens may relate to claims that arose prior to the Petition Date and therefore, they have been listed in Schedule D. The Debtors reserve all rights to dispute or challenge the amount, validity, perfection, priority or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Furthermore, the Debtors’ investigation of the extent, validity and priority of liens and claims is ongoing.

(x) Except as otherwise agreed pursuant to a stipulation or agreed order or any other order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction, or any document or instrument related to such creditor’s claim.

(l) Schedule E.

(i) The Bankruptcy Court entered an interim order (the “Tax Order”) [Docket No. 34] authorizing the Debtors to pay, on an interim basis, certain taxes in an amount not to exceed \$60,000. The Tax Order became final according to its terms, and authorized the Debtors, on a final basis, to pay all prepetition taxes in the ordinary course of business up to an aggregate amount of \$130,000. Pursuant to the Tax Order, the Debtors have satisfied certain prepetition tax claims. The Debtors have attempted to reflect these payments on Schedule E. The Debtors have included only those claims that were due and owing as of the Petition Date. The Debtors reserve the right to dispute or challenge the priority status of any claim listed on Schedule E.

(ii) The Bankruptcy Court entered an order (the “Employee Order”) [Docket No. 32] authorizing the Debtors to pay prepetition compensation, benefits, payroll withholding taxes, and reimbursable expenses for the Debtors’ employees and independent contractors. Pursuant to the Employee Order, the Debtors have satisfied certain prepetition claims of their employees and independent contractors and have thus not identified such claims in

Schedule E. Those claims that have not been fully satisfied pursuant to the Employee Order are reflected on Schedule E or F, as applicable. In addition, the Debtors have listed the aggregate amount of accrued vacation owed to Employees as of the Petition Date on Schedule E.

(m) Schedule F.

(i) The Bankruptcy Court entered an order (the "Customer Order") [Docket No. 33], authorizing the Debtors to honor and perform all prepetition obligations with respect to certain customer programs up to and including \$35,000. Pursuant to the Customer Order, the Debtors have satisfied certain customer claims and have thus not identified such claims in Schedule F. Those customer claims that have not been fully satisfied pursuant to the Customer Order are reflected on Schedule F.

(ii) The descriptions provided in Schedule F are intended only to be a summary. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such claims.

(iii) The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which the claim arose is an open issue of fact. While best efforts have been made, determination of each date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed in Schedule F.

(iv) The claims of individual creditors for, among other things, goods, services or taxes are listed at the amounts listed on the Debtors' books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights respecting such credits and allowances. The dollar amounts listed may be exclusive of contingent and unliquidated amounts. The Debtors expressly incorporate by reference into Schedule F all parties to pending and potential litigation listed in the Debtors' Statements as contingent, unliquidated and disputed claims to the extent not already listed on Schedule F. All parties to executory contracts, including those listed on Schedule G, are holders of contingent and unliquidated unsecured claims arising from (i) obligations under those executory contracts and/or (ii) rejection damages in the event that such executory contract is rejected. Equipment leases listed on Schedule D were not duplicated on Schedule F.

(n) Schedule G.

(i) While every effort has been made to ensure the accuracy of the Schedule of Executory Contracts, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary.

(ii) The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, and other documents, instruments, and agreements that may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase,

rights of first refusal, rights to lease additional space, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Schedule G does not include stand alone purchase orders for goods or equipment or nondisclosure agreements. Additionally, the Debtors may be a party to various other agreements concerning real property, such as easements, rights of way, subordination, non-disturbance, and attornment agreements, supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps, and other miscellaneous agreements. Such documents are not set forth in Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. In addition, Schedule G does not include the following: (i) the notes payable to sellers of practices or to secured creditors; (ii) all management agreements with Amedcos; or (iii) employment agreements or employee separation agreements.

(iii) The presence of a contract or agreement on Schedule G (or in the subschedule) does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G.

(o) Statement of Financial Affairs. Question 3C in the statement of financial affairs requests information regarding payments to insiders. With respect to insider payments related to salary, paid time off, bonus, or severance, such payments are disclosed at their gross amounts and not the net take-home pay amounts.

(i) Question 4(a) in the statement of financial affairs requests information about suits and administrative proceedings in the one year prepetition period. In certain instances, the Debtors have not listed the full title of the caption of the suit as that information is not in the Debtors' records. In addition, 4(a) may not include all litigation matters.

4. Claims. The Debtors' Schedules list creditors and set forth the Debtors' estimate of the amount of the claims of creditors as of the close of business on June 20, 2014, unless otherwise indicated. As set forth above, payments have been made subsequently to certain claimants pursuant to Bankruptcy Court first day or other orders in the Debtors' cases. Where possible, the Debtors have attempted to reflect those subsequent payments in the Schedules and Statements but the actual unpaid claims of creditors may differ from the amount set forth in the Schedules and Statements.

5. Disputed, Contingent, and/or Unliquidated Claims. Schedules D, E, and F permit the Debtors to designate a claim as disputed, contingent, and/or unliquidated. A failure to designate a claim on any of these schedules as disputed, contingent, and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to any claim reflected on these Schedules as to nature, amount, liability, or status or to otherwise subsequently designate any claim as disputed, contingent or unliquidated.

6. Claimants. The identity of some of the holders of claims may have changed over time due to trading and/or transfer of certain of these claims. It is the Debtors' belief that the claims against the Debtors were as of the Petition Date held by the entities identified in these

Schedules (or affiliates of such entities or beneficial holders for which such entities are nominees or asset managers), in the principal amounts set forth herein, without inclusion of accrued and unpaid interest (unless expressly noted that interest is included).

7. Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

END OF GLOBAL NOTES

SCHEDULES AND STATEMENTS BEGIN ON THE FOLLOWING PAGE

B6 Summary (Form 6 - Summary) (12/13)

United States Bankruptcy Court
District of Delaware

In re Riverfront Hearing, Inc.

Debtor(s)

Case No. 14-11548Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$0.00		
B - Personal Property	Yes	3	\$401.80		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		\$3,821,498.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		\$0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	1		\$3,694,579.80	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	3			
I - Current Income of Individual Debtor(s)	No	0			\$N/A
J - Current Expenditures of Individual Debtor(s)	No	0			\$N/A
TOTAL		11	\$401.80	\$7,516,077.80	

B6A (Official Form 6A) (12/07)

In re Riverfront Hearing, Inc.
Debtor

Case No. 14-11548

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
--------------------------------------	---	------------------------------------	--	-------------------------

None

Sub-Total > **0.00** (Total of this page)
Total > **0.00**

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

B6B (Official Form 6B) (12/07)

In re Riverfront Hearing, Inc.Case No. 14-11548

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account No. 9041 PNC Bank Attn Mandy Thiry 249 Fifth Avenue Pittsburg, PA 15222	-	401.80
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
			Sub-Total >	401.80
			(Total of this page)	

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Riverfront Hearing, Inc.Case No. 14-11548

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		EHS-Riverfront, LLC - 100% of preferred interests	-	Unknown
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total >
(Total of this page)

Unknown

Sheet ____ of ____ continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Riverfront Hearing, Inc.Case No. 14-11548

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.		Customer Lists	-	Unknown
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total >	Unknown
(Total of this page)	
Total >	401.80

(Report also on Summary of Schedules)

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

B6D (Official Form 6D) (12/07)

In re **Riverfront Hearing, Inc.**

Case No. **14-11548**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No.							
Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129	X	-				3,461,682.00	Unknown
Account No.							
Meyers Family Agreement of Trust 10116 Summit Canyon Drive Las Vegas, NV 89144	X	-				359,816.00	Unknown
Account No.							
Account No.							
Subtotal (Total of this page)						3,821,498.00	Unknown
Total (Report on Summary of Schedules)						3,821,498.00	Unknown

0 continuation sheets attached

In re Riverfront Hearing, Inc.Case No. 14-11548

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

 Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

 Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

 Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

 Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

 Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

 Deposits by individuals

Claims of individuals up to \$2,775* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

 Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

 Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

 Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B6F (Official Form 6F) (12/07)

In re Riverfront Hearing, Inc.

Case No. 14-11548

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. American Optical Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117		-	Intercompany			401.80
Account No. Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234	X	-	Note Payable			3,694,178.00
Account No. 						
Account No. 						
Subtotal (Total of this page)						3,694,579.80
Total (Report on Summary of Schedules)						3,694,579.80

0 continuation sheets attached

B6G (Official Form 6G) (12/07)

In re Riverfront Hearing, Inc.
Debtor

Case No. 14-11548

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
---	--

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 1811

Collective Bargaining Agreement between the UAW Optical Management Systems, Inc and Riverfront Hearing, Inc. for the period from March 15, 2013 through February 29, 2016

In re Riverfront Hearing, IncCase No. 14-11548**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
926 N. Wilcrest, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
American Optical Services, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
American Optical Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
AOS-OMS, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
EHS-Riverfront, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Exela Hearing Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Epic Management Group, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129

4 Continuation Sheets attached to Schedule of Codebtors

In re Riverfront Hearing, IncCase No. 14-11548**SCHEDULE H – CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Eyes On You Eyecare, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Thomas G. Abell, M.D., P.S.C. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Genesis Billing Systems, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Eyeglasses Etc., Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Joseph D. Udvari, Jr., O.D., P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Joseph Kurstin, M.D., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
J. Richard Susi, D.O., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Lakewood Eye Clinic P.C. (f/k/a Douglas Campbell, D.O., P.C.) 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Steven T. Olkowski, M.D., P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129

In re Riverfront Hearing, Inc.Case No. 14-11548**SCHEDULE H – CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
MacKeyser Holdings, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Larry R. Moorman, MD., P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Optical Management Systems, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Thomas Retinal Eye Specialists, P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Philip H. Clark, O.D., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
Genesis Eye Center, PLLC 8076 W Sahara Ave Las Vegas, NV 89117	Health Evolution Partners Fund I L.P. and Series F of Health Evolution Partners Co-Invest, LLC One Letterman Drive Ste D3300 San Francisco, CA 94129
926 N. Wilcrest, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
American Optical Services, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
American Optical Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Eyeglasses Etc., Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234

In re Riverfront Hearing, Inc.Case No. 14-11548**SCHEDULE H – CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Exela Hearing Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Eyes On You Eyecare, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
MacKeyser Holdings, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Genesis Billing Systems, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
J. Richard Susi, D.O., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Joseph Kurstin, M.D., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Steven T. Olkowski, M.D., P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
AOS-OMS, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Larry R. Moorman, MD., P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Optical Management Systems, Inc. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Thomas Retinal Eye Specialists, P.C. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234

In re Riverfront Hearing, Inc.Case No. 14-11548**SCHEDULE H – CODEBTORS**

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Genesis Eye Center, PLLC 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Philip H. Clark, O.D., P.A. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Thomas G. Abell, M.D., P.S.C. 8076 W Sahara Ave Las Vegas, NV 89117	Essilor of America, Inc. 13555 N Stemmons Fwy Dallas, TX 75234
Exela Hearing Services, LLC 8076 W Sahara Ave Las Vegas, NV 89117	Meyers Family Agreement of Trust 10116 Summit Canyon Drive Las Vegas, NV 89144

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
 In re: : Chapter 11
 :
 : Case No. 14-11550 (CSS)
 MACKEYSER HOLDINGS, LLC, et al., :
 :
 : Jointly Administered
 Debtors.¹ :
 :
 :
 ----- X

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY
AND DISCLAIMER REGARDING DEBTORS’ SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Schedules and Statements”) filed herewith by the debtors and debtors-in-possession in the above-captioned cases (the “Debtors”) were prepared pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) by the Debtors, with the assistance of their advisors, and are unaudited. While the Debtors’ management has made every effort to ensure that the Schedules and Statements are accurate and complete based on information that was available at the time of preparation, inadvertent errors or omissions may have occurred. The Schedules and Statements remain subject to further review and verification by the Debtors. Subsequent information may result in material changes in financial and other data contained in the Schedules and Statements. Except as noted in the Schedules and Statements or herein, all asset data is reported as of the close of business on June 20, 2014 (the “Petition Date”) and liability data as of the close of business on June 20, 2014. The Debtors have used their best efforts to compile the information set forth in the Schedules and Statements from their books and records maintained in the ordinary course of their businesses. Many of the Debtors operated under debtor American Optical Services, LLC (“AOS” or “AOS, LLC”) and, as a result, certain assets for those individual debtor entities are reflected on the books and records of AOS (as opposed to the individual debtor). The Debtors reserve their right to amend their Schedules and Statements from time to time as may be necessary or appropriate. These Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding Debtors’

¹ The Debtors in these chapter 11 cases, along with the last four digits of each entity’s federal tax identification number, are: MacKeyser Holdings, LLC (5620); American Optical Services, Inc. (5707); Exela Hearing Services, LLC (2110); Optical Management Systems, Inc. (8300); Riverfront Hearing, Inc. (9220); AOS-OMS, LLC (4445); American Optical Services, LLC (4879); EHS-Riverfront, LLC (4530); 926 N. Wilcrest, LLC (2497); Epic Management Group, LLC (3385); Eyeglasses Etc., Inc. (7753); Eyes On You Eyecare, Inc. (2091); Genesis Billing Systems, LLC (1548); Genesis Eye Center, PLLC (8427); J. Richard Susi, D.O., P.A. (1936); Joseph D. Udvari, Jr., O.D., P.C. (0856); Joseph Kurstin, M.D., P.A. (7339); Lakewood Eye Clinic, P.C. (2251); Larry R. Moonman, M.D., P.C. (5458); Philip H. Clark, O.D., P.A. (6411); Steven T. Olkowski, M.D., P.C. (1813); Thomas Retinal Eye Specialists, P.C. (0492); and Thomas G. Abell, M.D., P.S.C. (1810). The corporate headquarters and the mailing address for each entity listed above is 8076 West Sahara Avenue, Las Vegas, Nevada 89117.

Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Global Notes”) are incorporated by reference in, and comprise an integral part of, the Schedules and Statements, and should be referred to and reviewed in connection with any review of the Schedules and Statements.

1. Description of the Case. On the Petition Date, each of the Debtors filed a voluntary petition with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) under chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”), and an order for relief was entered by the Bankruptcy Court. The Debtors currently are operating their businesses as debtors in possession under the Bankruptcy Code.

2. Basis of Presentation. The Schedules and Statements are unaudited and reflect the Debtors’ best efforts to report their assets and liabilities. These Schedules and Statements neither purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to fully reconcile to the financial statements prepared by the Debtors.

3. Summary of Significant Reporting Policies. The Schedules and Statements have been signed by Thomas J. Allison, the Chief Executive Officer of MacKeyser Holdings, LLC, and an officer of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Allison has necessarily relied upon the efforts, statements and representations of the accounting and non-accounting personnel and management located at the headquarters of the Debtors and the Debtors’ advisors. Mr. Allison has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors. The Debtors made their best effort to report asset, liability, disbursement and other information on the Debtors’ Schedules and Statements.

In addition, the Debtors adopted the following conventions in the preparation of the Schedules and Statements:

(a) Reporting Date. Assets reported in the Debtors’ Schedules and Statements are prepared as of the close of business on June 20, 2014 unless otherwise noted. Accounts receivable is reported as of June 30, 2014. Liabilities are reported in the Debtors’ Schedules and Statements as of the close of business on June 20, 2014, unless otherwise noted.

(b) Book Value. Each asset and liability of the Debtors is shown on the basis of the book value of the asset or liability in the Debtors’ accounting books and records, unless otherwise noted, rather than the current market values, of such interests in property and/or liabilities. The Debtors have not included leasehold improvements in the calculation of book value.

(c) Causes of Action. The Debtors have not set forth all causes of action against all third parties as assets in the Schedules and Statements. The Debtors reserve all of their rights with respect to any causes of action that they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

(d) Executory Contracts. The Debtors have not set forth executory contracts as assets in their Schedules and Statements. The Debtors' executory contracts have been set forth in Schedule G.

(e) Property and equipment - owned. Unless otherwise noted, owned property and equipment are stated at net book value to the extent that the Debtors have depreciated these assets. The Debtors have not consistently recorded accumulated depreciation on fixed assets. No attempt has been made in these Schedules or Statements to calculate accumulated depreciation on assets where the Debtors may not have historically recorded depreciation.

(f) Property and equipment - leased. In the ordinary course of their business, the Debtors lease medical equipment and office equipment from certain third-party lessors for use in the daily operations of their business. Any such leases which have been identified are set forth in the Debtors' Schedule G. Nothing in the Schedules and Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues. Additionally, the Debtors license software under license agreements which are sometimes financed through third parties. Any such agreements which have been identified are set forth in Schedule G.

(g) Payments to Creditors and Insiders. On Statement of Financial Affairs 3C, the Debtors have not scheduled payments made to employees who may be deemed officers where the employees function in a purely ministerial role and have no material inside information.

(h) Intercompany Receivables and Payables. The Debtors are part of a cash management system, designed to collect funds from operations and to pay operating and administrative expenses of the Debtors as more fully described in the Cash Management Motion [Docket No. 35]. Outstanding receivables, if any, to the Debtors on account of intercompany transactions with another Debtor are scheduled on Schedule B35 as net receivables and corresponding outstanding payables are listed on Schedule F as net payables. The listing of these amounts shall not be construed as an admission of the characterization of such balances (as debt, equity or otherwise). Additionally, certain of these intercompany balances may be disputed, and any amounts listed should not be considered an admission as to their validity.

(i) Amedco Transactions. The Debtors have accounted for transactions with various Amedcos (as defined in the Declaration of Thomas J. Allison in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 11]) in their books and records in the ordinary course of business. As of the Petition Date, there are no amounts owing by any of the Debtors to any Amedcos other than to BKMD, Inc. (which is disputed).

(j) Financial Statements. The Debtors are privately held companies whose common/preferred shares or membership interests, as applicable, are not listed on any stock exchanges. The Debtors have provided financial statements to third parties in the course of obtaining business credit.

(k) Schedule D.

(i) MacKeyser executed a Secured Promissory Note dated as of May 29, 2014 (the “HEP Secured Note”) in favor of Health Evolution Partners Fund I, L.P. and Series F of Health Evolution Partners Co-Invest, LLC (together, the “HEP Secured Lenders”) in an amount of up to \$4,617,000. The HEP Secured Note is jointly and severally guaranteed by the other Debtors in these Chapter 11 Cases (the “Debtor Guarantors”), and such guarantees are secured by a first priority lien on substantially all assets of the Debtor Guarantors (the “HEP Prepetition Secured Collateral”). As of the Petition Date, the HEP Secured Lenders had advanced \$3,461,681.96 under the HEP Secured Note.

(ii) MacKeyser executed a Senior Secured Promissory Note dated January 11, 2013 (the “Essilor Note”) in favor of Essilor of America, Inc. (“Essilor”) in the amount of \$4 million. The Essilor Note is jointly and severally guaranteed by certain direct and indirect subsidiaries of MacKeyser, including AOS, LLC. In accordance with that certain security agreement dated January 11, 2013 (the “Essilor Security Agreement”), AOS, LLC’s guaranty obligations are secured by a first priority lien in that portion of its assets owned or used exclusively in the operation of the optometric practice and optical eye care retailing business commonly known as “The Eye Gallery,” including, but not limited to, all of the AOS, LLC’s cash on hand, deposit on accounts, receivables, inventory, fixtures, equipment, other intangibles and the proceeds therefrom relating to these practices (the “Essilor Secured Collateral”). As of the Petition Date, the Debtors estimate that the amount outstanding under the Essilor Note is approximately \$3.7 million.

(iii) On December 15, 2010, MacKeyser executed (i) a Secured Note Purchase Agreement with Audiology Holding Company, LLC (“Audiology Holding”), and (ii) a Secured Promissory Note in the amount of \$5 million (the “Audiology Holding Note”). No recorded UCC-1 financing statements have been filed against MacKeyser in connection with the Audiology Holding Note. MacKeyser’s obligations under the Audiology Holding Note, however, are purportedly secured by a pledge of all of its equity interests in Exela and AOS, Inc. (the “Audiology Holding Pledged Interests”) pursuant to pledge agreements dated December 15, 2010 (the “Audiology Holding Pledge Agreements”). Under the Audiology Holding Pledge Agreements, the collateral includes, among other things, all rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, payment intangibles, deposit accounts, chattel paper and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Audiology Holding Pledged Interests or proceeds thereof (including any cash, equity interests or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to Exela) (the “Audiology Holding Secured Collateral”). The obligations of MacKeyser under the Audiology Holding Note also are guaranteed by Exela and AOS, Inc., pursuant to guaranties dated December 15, 2010. However, Audiology Holding has filed a UCC-1 financing statement only against Exela (and not against AOS, Inc.). As of the Petition Date, MacKeyser estimates that the amount outstanding under the Audiology Holding Note is \$5 million.

(iv) Exela and The Meyers Family Agreement of Trust dated October 14, 1996 (the “Meyers Trust”) entered into that certain Stock Purchase Agreement (the

“Riverfront Stock Purchase Agreement”) dated November 1, 2010 under which Exela purchased from the Meyers Trust one hundred percent (100%) of the issued and outstanding stock of Riverfront Hearing, Inc. (“Riverfront”). As part of the purchase, Exela executed a secured promissory note in favor of the Meyers Trust in the amount of \$1 million (the “Meyers Note”). The Meyers Note is secured by (i) a Stock Pledge Agreement dated November 1, 2010, among Exela, the Meyers Trust and Sklar Williams LLP (as escrow agent) pursuant to which Exela pledged its interest in Riverfront; (ii) a Security Agreement dated November 1, 2010, by Riverfront in favor of the Meyers Trust pursuant to which Riverfront granted a lien on substantially all of its assets; and (iii) a Guaranty dated November 1, 2010, by Pierre Keyser to the Meyers Trust. As of the Petition Date, the Debtors estimate that the amount outstanding under the Meyers Note is approximately \$359,816.

(v) Exela entered into a revolving credit agreement and promissory note dated December 4, 2013 with Starkey Laboratories, Inc. (“Starkey”), pursuant to which Starkey agreed to make loans to Exela for business purposes in an amount not to exceed \$2 million. The Starkey line of credit is secured by, among other things, a security interest in all “Accounts,” “General Intangibles,” “Equipment,” “Fixtures” and “Inventory” (as those terms are defined in the Minnesota Uniform Commercial Code) of Exela pursuant to that certain Security Agreement dated December 4, 2013 (the “Starkey Secured Collateral”). As of the Petition Date, the Debtors estimate that the amount outstanding on the Starkey line of credit is \$1 million. Starkey filed a UCC-1 financing statement with respect to the Starkey line of credit on May 20, 2014.

(vi) Since February 22, 2010, AOS, LLC has acquired the non-medical assets of 33 ophthalmology and optometry practices. Stemming from these acquisition transactions, there remain 26 outstanding promissory notes issued by AOS, LLC to the sellers in consideration for the sale of their respective practices. Notwithstanding AOS, LLC’s execution of security agreements in connection with most of these transactions, only Drs. Louis Keilson and Morris Segall (“Keilson and Segall” and, together with the HEP Secured Lenders, Essilor, Audiology Holding and Starkey, shall be referred to herein collectively as the “Prepetition Secured Lenders”) filed UCC-1 financing statements to purportedly perfect their liens on certain of AOS, LLC’s assets. Keilson and Segall purportedly are secured parties pursuant to separate security agreements dated November 12, 2012 in connection with seller notes issued to each of them in the original principal amount of \$5 million (for a total of \$10 million). Under the security agreements, Keilson and Segall purportedly were granted liens on substantially all of AOS, LLC’s assets at the locations owned by South Florida Eye Associates, P.A. and Eye Care Services of America, Inc., to the extent obtained by AOS, LLC as part of a stock purchase agreement involving Amedco SF, LLC (the “Keilson and Segall Secured Collateral” and, together with the HEP Prepetition Secured Collateral, Essilor Secured Collateral, Audiology Holding Secured Collateral and Starkey Secured Collateral, shall be referred to herein collectively as the “Prepetition Secured Collateral”). As of the Petition Date, the Debtors’ books and records reflected a potential liability to Keilson and Segall of approximately \$9.7 million, although such amount is the subject of litigation and is in dispute. The Debtors have not included on Schedule D the holders of notes that did not properly perfect their liens.

(vii) AOS, LLC has incurred debt in connection with its acquisition or lease of certain equipment used in the ordinary course of its operations (the “Equipment Lease

Obligations”), and a number of equipment lessors and lease financing companies have filed UCC-1 financing statements against AOS, LLC. Those equipment lessors and lease financing companies that filed UCC-1 financing statements are included on Schedule D with estimated amounts owed as of the Petition Date, and the date of the claim is listed, if known.

(viii) UCC-1 financing statements have been filed against six of AOS, LLC’s Debtor subsidiaries: (i) Steven T. Olkowski, M.D., P.C., (ii) Joseph D. Udvari, Jr., O.D., P.C., (iii) Eyes On You Eyecare, Inc., (iv) Joseph Kurstin, M.D., P.A., (v) Thomas G. Abell, M.D., P.S.C., and (vi) Philip H. Clark, O.D., P.A. However, the Debtors believe that these Debtor entities either have shut their businesses or have no assets. Creditors who filed UCC-1 financing statements against these Debtors are not listed on Schedule D.

(ix) The Debtors have listed all mechanics’ liens (collectively, the “Liens”), known to them as of June 20, 2014. Where applicable, the Debtors have deducted the amount of the asserted Liens from a corresponding claim, if any, listed on Schedule F. Although some of these liens may have been filed after the Petition Date, such liens may relate to claims that arose prior to the Petition Date and therefore, they have been listed in Schedule D. The Debtors reserve all rights to dispute or challenge the amount, validity, perfection, priority or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Furthermore, the Debtors’ investigation of the extent, validity and priority of liens and claims is ongoing.

(x) Except as otherwise agreed pursuant to a stipulation or agreed order or any other order entered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction, or any document or instrument related to such creditor’s claim.

(1) Schedule E.

(i) The Bankruptcy Court entered an interim order (the “Tax Order”) [Docket No. 34] authorizing the Debtors to pay, on an interim basis, certain taxes in an amount not to exceed \$60,000. The Tax Order became final according to its terms, and authorized the Debtors, on a final basis, to pay all prepetition taxes in the ordinary course of business up to an aggregate amount of \$130,000. Pursuant to the Tax Order, the Debtors have satisfied certain prepetition tax claims. The Debtors have attempted to reflect these payments on Schedule E. The Debtors have included only those claims that were due and owing as of the Petition Date. The Debtors reserve the right to dispute or challenge the priority status of any claim listed on Schedule E.

(ii) The Bankruptcy Court entered an order (the “Employee Order”) [Docket No. 32] authorizing the Debtors to pay prepetition compensation, benefits, payroll withholding taxes, and reimbursable expenses for the Debtors’ employees and independent contractors. Pursuant to the Employee Order, the Debtors have satisfied certain prepetition claims of their employees and independent contractors and have thus not identified such claims in

Schedule E. Those claims that have not been fully satisfied pursuant to the Employee Order are reflected on Schedule E or F, as applicable. In addition, the Debtors have listed the aggregate amount of accrued vacation owed to Employees as of the Petition Date on Schedule E.

(m) Schedule F.

(i) The Bankruptcy Court entered an order (the “Customer Order”) [Docket No. 33], authorizing the Debtors to honor and perform all prepetition obligations with respect to certain customer programs up to and including \$35,000. Pursuant to the Customer Order, the Debtors have satisfied certain customer claims and have thus not identified such claims in Schedule F. Those customer claims that have not been fully satisfied pursuant to the Customer Order are reflected on Schedule F.

(ii) The descriptions provided in Schedule F are intended only to be a summary. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such claims.

(iii) The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which the claim arose is an open issue of fact. While best efforts have been made, determination of each date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed in Schedule F.

(iv) The claims of individual creditors for, among other things, goods, services or taxes are listed at the amounts listed on the Debtors’ books and records and may not reflect credits or allowances due from such creditor. The Debtors reserve all of their rights respecting such credits and allowances. The dollar amounts listed may be exclusive of contingent and unliquidated amounts. The Debtors expressly incorporate by reference into Schedule F all parties to pending and potential litigation listed in the Debtors’ Statements as contingent, unliquidated and disputed claims to the extent not already listed on Schedule F. All parties to executory contracts, including those listed on Schedule G, are holders of contingent and unliquidated unsecured claims arising from (i) obligations under those executory contracts and/or (ii) rejection damages in the event that such executory contract is rejected. Equipment leases listed on Schedule D were not duplicated on Schedule F.

(n) Schedule G.

(i) While every effort has been made to ensure the accuracy of the Schedule of Executory Contracts, inadvertent errors or omissions may have occurred. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G and to amend or supplement such Schedule as necessary.

(ii) The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, and other documents, instruments, and agreements that may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase,

rights of first refusal, rights to lease additional space, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Schedule G does not include stand alone purchase orders for goods or equipment or nondisclosure agreements. Additionally, the Debtors may be a party to various other agreements concerning real property, such as easements, rights of way, subordination, non-disturbance, and attornment agreements, supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps, and other miscellaneous agreements. Such documents are not set forth in Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. In addition, Schedule G does not include the following: (i) the notes payable to sellers of practices or to secured creditors; (ii) all management agreements with Amedcos; or (iii) employment agreements or employee separation agreements.

(iii) The presence of a contract or agreement on Schedule G (or in the subschedule) does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G.

(o) Statement of Financial Affairs. Question 3C in the statement of financial affairs requests information regarding payments to insiders. With respect to insider payments related to salary, paid time off, bonus, or severance, such payments are disclosed at their gross amounts and not the net take-home pay amounts.

(i) Question 4(a) in the statement of financial affairs requests information about suits and administrative proceedings in the one year prepetition period. In certain instances, the Debtors have not listed the full title of the caption of the suit as that information is not in the Debtors' records. In addition, 4(a) may not include all litigation matters.

4. Claims. The Debtors' Schedules list creditors and set forth the Debtors' estimate of the amount of the claims of creditors as of the close of business on June 20, 2014, unless otherwise indicated. As set forth above, payments have been made subsequently to certain claimants pursuant to Bankruptcy Court first day or other orders in the Debtors' cases. Where possible, the Debtors have attempted to reflect those subsequent payments in the Schedules and Statements but the actual unpaid claims of creditors may differ from the amount set forth in the Schedules and Statements.

5. Disputed, Contingent, and/or Unliquidated Claims. Schedules D, E, and F permit the Debtors to designate a claim as disputed, contingent, and/or unliquidated. A failure to designate a claim on any of these schedules as disputed, contingent, and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to any claim reflected on these Schedules as to nature, amount, liability, or status or to otherwise subsequently designate any claim as disputed, contingent or unliquidated.

6. Claimants. The identity of some of the holders of claims may have changed over time due to trading and/or transfer of certain of these claims. It is the Debtors' belief that the claims against the Debtors were as of the Petition Date held by the entities identified in these

Schedules (or affiliates of such entities or beneficial holders for which such entities are nominees or asset managers), in the principal amounts set forth herein, without inclusion of accrued and unpaid interest (unless expressly noted that interest is included).

7. Global Notes Control. In the event that the Schedules and Statements differ from the foregoing Global Notes, the Global Notes shall control.

END OF GLOBAL NOTES

SCHEDULES AND STATEMENTS BEGIN ON THE FOLLOWING PAGE