

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:

ANTHONY THADDEUS CLAVO, SR.,

Debtor.

CHAPTER 11

CASE NO. 16-63451-lrc

DISCLOSURE STATEMENT FOR PLAN OF REORGANIZATION

Dated this 21st day of November, 2016

Filed by:

Anthony Thaddeus Clavo, Sr.
Debtor and Debtor in Possession

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I. Introduction and General Information

This disclosure statement (the "Disclosure Statement") is submitted by Anthony Thaddeus Clavo, Sr. (the "Debtor"), to provide information to parties in interest about the Chapter 11 Plan (the "Plan") filed by Debtor. This introductory section is qualified in its entirety by the detailed explanations which follow and the provisions of the Plan.

This Disclosure Statement sets forth certain information regarding Debtor's prepetition history and events that have occurred during Debtor's Chapter 11 case. This Disclosure Statement also describes the Plan, alternatives to the Plan, effects of confirmation of the Plan, and the manner in which Distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and voting procedures that holders of Claims in Impaired Classes must follow for their votes to be counted.

Parties voting on the Plan should read both the Plan and this Disclosure Statement.

A. Definitions

Unless otherwise defined, capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. In the event of an inconsistency between the Disclosure Statement and the Plan, the terms of the Plan shall govern and such inconsistency shall be resolved in favor of the Plan. The Filing Date, as defined in the Plan, shall mean August 2, 2016. The Effective Date, as defined in the Plan, shall mean the date that is 60 days after the entry of a Confirmation Order.

B. The Disclosure Statement

The primary purpose of this Disclosure Statement is to provide parties entitled to vote on the Plan with adequate information so that they can make a reasonably informed decision prior to exercising their right to vote to accept or reject the Plan.

The Bankruptcy Court's approval of this Disclosure Statement constitutes neither a guarantee of the accuracy or completeness of the information contained herein, nor an endorsement of the Plan by the Bankruptcy Court.

When and if confirmed by the Bankruptcy Court, the Plan will bind Debtor and all holders of Claims against Debtor, including governmental entities, regardless of whether or not they are entitled to vote or did vote on the Plan and whether or not they receive or retain any Distributions or property under the Plan. Thus, you are encouraged to read this Disclosure Statement carefully. In particular, holders of Impaired Claims who are entitled to vote on the Plan are encouraged to read this Disclosure Statement, the Plan, and any exhibits to the Plan and Disclosure Statement carefully and in their entirety before voting to accept or reject the Plan. This Disclosure Statement contains important information about the Plan, the method and manner of distributions under the Plan, considerations pertinent to acceptance or rejection of the

Plan, and developments concerning this case.

II. Voting on the Plan and Confirmation Process

A. Voting Instructions

Accompanying this Disclosure Statement are copies of the following documents: (1) the Plan and (2) a Ballot to be executed by Holders of Claims in Classes to the extent such classes are impaired and are entitled to vote to accept or reject the Plan. The Ballot contains voting instructions. Please read the instructions carefully to ensure that your vote will count.

The Disclosure Statement, the form of Ballot, and the related materials delivered together herewith (collectively, the "Solicitation Package"), are being furnished to Holders of Claims in Classes for the purpose of soliciting votes on the Plan.

If you did not receive a Ballot in your Solicitation Package, and believe that you should have received a Ballot, please contact, Jones & Walden, LLC, 21 Eighth Street, NE, Atlanta, Georgia 30309, (404) 564-9300 (Attn: Cameron M. McCord, Esq.).

In order for your Ballot to count, it must be received within the time indicated on the Ballot and the Ballot must clearly indicate your Claim, the Class of your Claim, and the amount of your Claim.

By enclosing a Ballot, Debtor is not admitting that you are entitled to vote on the Plan, is not admitting that your Claims is allowed as set forth on the Ballot, and is not waiving any right to object to your vote or your Claim.

B. Who May Vote

Only a holder of an Allowed Claim classified in an Impaired Class is entitled to vote on the Plan. Impaired classes are entitled to vote to accept or reject the Plan. As set forth in section 1124 of the Bankruptcy Code, a class is "Impaired" if legal, equitable, or contractual rights attaching to the claims or equity interests of that class are modified or altered.

Any class that is "unimpaired" is not entitled to vote to accept or reject a plan of reorganization and is conclusively presumed to have accepted the Plan.

A Claim must be "allowed" for purposes of voting in order for such creditor to have the right to vote. Generally, for voting purposes a Claim is deemed "allowed" absent an objection to the Claim if (i) a proof of claim was timely filed, or (ii) if no proof of claim was filed, the Claim is identified in Debtor's Schedules as other than "disputed," "contingent," "unknown" or "unliquidated," and an amount of the Claim is specified in the Schedules, in which case the Claim will be deemed allowed for the specified amount. In either case, when an objection to a Claim is filed, the creditor holding the Claim cannot vote unless the Bankruptcy Court, after notice and hearing, either overrules the objection, or allows the Claim for voting purposes.

Debtor in all events reserves the right through the claim reconciliation process to object to or seek to disallow any claim for distribution purposes under the Plan.

C. Requirements of Confirmation

The Bankruptcy Court can confirm the Plan only if all the requirements of § 1129 of the Bankruptcy Code are met. Those requirements include the following:

1. The Plan classifies Claims and Interests in a permissible manner;
2. The contents of the Plan comply with the technical requirements of the Bankruptcy Code;
3. The Plan has been proposed in good faith and not by any means forbidden by law;
4. The disclosures concerning the Plan are adequate and include information concerning all payments made or promised in connection with the Plan, as well as the identity, affiliations, and compensation to be paid to all officers, directors, and other insiders; and
5. The principal purpose of the Plan is not the avoidance of tax or the avoidance of the securities laws of the United States.

In addition to the confirmation requirements described above, the Plan must also be approved by all Impaired Classes of Claims entitled to vote. If, however, the Plan has not been approved by all Impaired Classes of Claims, the Court may nevertheless "cram down" the Plan over the objections of a dissenting Impaired Class. The Plan may be "crammed down" so long as it does not discriminate unfairly, is fair and equitable with respect to each dissenting Impaired Class of Claims, and at least one Impaired Class has voted in favor of the Plan without regard to any votes of insiders. Debtor will seek to "cram down" the Plan if necessary.

D. Acceptance or Rejection of the Plan and Cram Down

The Class containing your Claim will have accepted the Plan by the favorable vote of majority in number and two-thirds in amount of Allowed Claims actually voting. In the event that any Impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan if an Impaired Class accepts it and if, as to each Impaired Class that has not accepted the Plan, the Plan "does not discriminate unfairly" and is "fair and equitable." If you hold an Allowed Secured Claim, the Plan is fair and equitable if you retain your lien and receive deferred cash payments totaling the allowed amount of your Secured Claim as of the Effective Date of the Plan, the collateral is sold and your Lien attaches to the proceeds of the sale, or you are otherwise provided with the "indubitable equivalent" of your Allowed Secured Claim.

E. Confirmation Hearing

The Bankruptcy Court has entered an order (the "Scheduling Order") that schedules a hearing to consider confirmation of the Plan ("Confirmation Hearing") at the time indicated in the Order Approving Disclosure Statement and Notice of Confirmation Hearing. The Confirmation Hearing may be adjourned from time to time without further notice except for announcement at the Confirmation Hearing to those parties present at the Confirmation Hearing.

F. Objections to Confirmation

As will be set forth in the Scheduling Order, any objections to confirmation of the Plan must be in writing, set forth the objector's standing to assert any such objection, and must be filed with the Bankruptcy Court and served on counsel for the Debtor by the time indicated in the Scheduling Order. The Scheduling Order contains all relevant procedures relating to the submission of objections to confirmation and should be reviewed in its entirety by any party who has an objection to confirmation.

G. Whom to Contact for More Information

If you have any questions about the procedure for voting your Claim or the packet of materials you received, please contact Cameron M. McCord at the address indicated below or by telephone at (404) 564-9300. If you wish to obtain additional copies of the Plan, this Disclosure Statement, or the exhibits to those documents, at your own expense, unless otherwise specifically required by Bankruptcy Rule 3017(d), please contact Jones & Walden, LLC, 21 Eighth Street, NE, Atlanta, GA 30309, Attn: Amanda Rich; or by facsimile at (404) 564-9301, Attn: Amanda Rich, or by electronic mail at arich@joneswalden.com.

III. Historical Background

A. Description of Debtor and Reasons for Filing Bankruptcy

Debtor is a resident of the City of Atlanta, State of Georgia. Debtor is a board certified anesthesiologist and pain management physician.

From 2003 to 2015, Debtor operated Southern Pain Institute, P.C. ("Southern Pain") as its sole owner and physician. Southern Pain operated a healthcare business with locations at (i) 1975 Highway 54 W, Suite 100, Peachtree City, GA ("Peachtree City Premises") and (ii) 1309 Wellbrook, Conyers, GA ("Conyers Premises"), which was a clinic for the treatment of patients with serious, recurring pain. On July 24, 2015, Southern Pain initiated a chapter 11 bankruptcy identified as case no. 15-11593-whd ("Southern Pain Chapter 11"). In February 2016, John A. Thompson was appointed as Southern Pain's Chapter 11 Trustee. Due to a dispute regarding Medicare payments, Medicare suspended payments to Southern Pain and Debtor. Medicare patients were a material portion of Southern Pain's business and the cessation of Medicare payments had a material negative effect on Southern Pain's revenue and ability to operate. Accordingly, Southern Pain's Chapter 11 Trustee ceased Southern Pain's operations, and the

majority of its assets were sold pursuant to two orders entered in the Southern Pain case (Doc. No. 143 and 159).

Debtor additionally previously operated Leginappe, LLC (öLeginappeö) out of premises contiguous to Southern Pain's Peachtree City location in leased space at 1975 Highway 54, Suite 105, Peachtree City, Georgia (the öLeginappe Premisesö). Leginappe operated an ambulatory surgery center. However, Leginappe's material revenue was in the nature of rent from the use of the Leginappe Premise by Southern Pain. On March 8, 2016, Leginappe initiated a chapter 11 bankruptcy identified as case no. 16-10485-whd (the öLeginappe Chapter 11ö). Due to the substantially singular identity of Leginappe and Southern Pain, the Southern Pain Chapter 11 and Leginappe Chapter 11 were substantively consolidated on June 30, 2016. In conjunction with the Southern Pain Chapter 11 Trustee's sale of the assets of Southern Pain, Leginappe's lease to Southern Pain for its use of the Leginappe Premises was assumed and assigned to the buyer. Accordingly, Leginappe has no remaining material assets.

The failure of the Southern Pain business and reorganization due in large part to the Medicare dispute caused a huge financial drain on Debtor, as his income source was eliminated. Moreover, prior to Southern Pain's filing date, Southern Pain was experiencing cash-shortfalls resulting in creditors of Southern Pain suing Southern Pain and Debtor based on his guarantee of such debts. The cash shortfalls and financial troubles of Southern Pain directly impacted Debtor's personal finances; and on the Filing Date, Debtor was unable to pay his creditors and was facing garnishment and collections actions from his creditors.

The details of Debtor's income and expenses are more fully set forth on Exhibit A attached hereto.

B. Prepetition Assets and Liabilities

On the Filing Date, as disclosed on Schedule A, Debtor owned the following property:

Property	Pre-Liquidation Value
1930 W. Wesley Road, NW, Atlanta, GA 30327	\$1,744,700.00
25% Interest in Mother's Home From Her Estate	\$18,750.00

On the Filing Date, Debtor owned the following personal property:

Property	Scheduled Value
1998 Jeep Wrangler	\$500.00
1967 Mercedes Benz	\$1,000.00
Cash	\$5,000.00
Vanguard IRA	\$562,442.00
Marsico IRA	\$6,901.00
T Rowe Price IRA	\$1,402.00

Property	Scheduled Value
T Row Price Account	\$2,568.00
Vanguard Account	\$15,100.00
7th Ward, LLC	\$7,900.00
Xcogitate, LLC	unknown
MNDA, LLC	unknown
Accrued Salary past due from Southern Pain	unknown
Metlife Life Insurance	\$0.00
Household Goods	\$1,300.00
Electronics	\$600.00
Educational Medical Books	\$150.00
Sports and Hobby Equipment	\$140.00
Handgun and Ammunition	\$350.00
Clothes	\$750.00
Jewelry	\$900.00
Dog and Cat	\$200.00
TOTALS	\$2,383,153.00

Additional information regarding certain of the assets listed above is as follows:

7th Ward, LLC

Debtor owns 100% of 7th Ward, LLC, which owns an account at TD Ameritrade with a balance of \$7,900.00 on the Filing Date. 7th Ward, LLC does not otherwise conduct any business activities.

Xcogitate, LLC

Debtor owns 100% of Xcogitate, LLC. Xcogitate, LLC holds a 25% interest in Foot Pain, LLC. Foot Pain, LLC is a multi-member Georgia, LLC, which is managed by Charles Ogletree. Foot Pain, LLC owns a medical office building located at 1975 Highway 54 W, Peachtree City, GA. The operating agreement for Foot Pain, LLC dictates and restricts the transferability of Xcogitate's minority interest in Foot Pain, LLC as well as any disbursements from Foot Pain, LLC to its members.

MNDA, LLC

MNDA owns real property located at 1309 Wellbrook Circle, Conyers, GA (Conyers Property). According to the Forsyth County tax records, the value of the Conyers Property is \$256,400.00. Based upon Debtor's knowledge of the area, Debtor believes this to be a fair estimate of the value of the Conyers Property. The Conyers Property is subject to a mortgage lien in the approximate amount of \$260,000.00.

Debtor's liabilities as of the Filing Date (based on Debtor's schedules) totaled \$5,207,875.25 which includes (a) secured claims totaling \$4,286,382.13 (b) priority claims totaling \$190,594.42; and (c) unsecured claims totaling approximately \$730,892.70.

Debtor's liabilities included the following Judgment Liens:

Judgment Liens				
Holder	Judgment Date	Recordation Date	County	FIFA Amount
Wells Fargo Bank, N.A. (Wachovia Bank, NA)	11/8/2012	12/21/2012	Fulton	\$438,204.39
Fidelity Bank	7/16/2013	8/15/2013	Fulton	\$474,646.15
	7/16/2013	2/13/2015	Fayette	
HTA-Camp Creek, III, LLC	7/17/2014	12/22/2014	Fulton	\$295,743.29
HTA-Camp Creek, III, LLC	9/16/2014	1/23/2015	Fulton	\$281,035.29
eLab Solutions Corporation	11/12/2014	2/9/2015	Fulton	\$125,000.00
Wells Fargo Bank, N.A. (Wachovia Bank, NA)	5/1/2015	6/5/2015	Fulton	\$344,595.38
SNH Medical Office Properties Trust	6/8/2015	9/23/2015	Rockdale	\$857,838.31
	6/8/2015	12/15/2015	Fulton	

IV. The Bankruptcy Case

A. The Bankruptcy Case

On August 2, 2016, Debtor filed a petition for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101 et seq. (as amended, modified or supplemented, the "Bankruptcy Code"). Debtor continues to manage his affairs as debtor-in-possession in accordance with Sections 1107 and 1108 of the Bankruptcy Code.

B. Professionals

Debtor filed an application requesting authorization to retain the law firm of Jones & Walden, LLC ("J&W") to serve as bankruptcy counsel in this Case. The Court entered an order approving J&W's employment.

C. Schedules

Debtor filed his schedules and statement of financial affairs. A copy of the schedules and statement of financial affairs can be reviewed at the Clerk, U.S. Bankruptcy Court, 1340 Russell Federal Building, 75 Spring Street SW, Atlanta, GA 30303, during normal business hours or

online at <http://ecf.ganb.uscourts.gov> (registered users) or <http://pacer.psc.uscourts.gov> (unregistered users).

D. Payments to Creditors Within the Ninety (90) Days and One (1) Year Prior to the Filing Date

Payments to creditors during the ninety (90) days prior to the Filing Date which were not in the ordinary course of business are set forth in the schedules and statement of financial affairs. Additionally, with regard to insiders, payments made to creditors within the one (1) year prior to the Filing Date are listed in the statement of financial affairs.

Under the Bankruptcy Code, Debtor may seek to avoid and recover certain transfers that occur within the ninety (90) days prior to the Filing Date as preferential under Sections 547 and 550 of the Bankruptcy Code. The transfers which may be subject to avoidance and recovery must aggregate over \$6,225.00 in value. Debtor continues to review transfers that may be subject to avoidance and recovery. However, Debtor is not aware of any such actionable payments. Debtor reserves the right to pursue any and all actions he deems appropriate and nothing herein shall be construed as a waiver of any claims or causes of action.

E. Bar Date

The Court entered an order setting October 24, 2016 (the "Bar Date") as the last day for all creditors and parties in interest to file proofs of claim.

V. Summary of the Plan

The following summary of the Plan provides only a brief description of its provisions. The summary is qualified in its entirety by the more detailed descriptions of the Plan in the Disclosure Statement and by the terms of the Plan itself.

The Plan provides for an equitable distribution to creditors of Debtor and preserves the value of Debtor's estates. Debtor believes that any alternative to confirmation of the Plan, such as liquidation, would result in significant delays, litigation, and/or impaired recoveries. Moreover, Debtor believes that the creditors will receive greater recoveries under the Plan than those that would be achieved in liquidation or under an alternative Chapter 11 plan. **For these reasons, Debtor urges you to return your Ballots accepting Debtor's Plan.**

The Plan contemplates the reorganization of Debtor and the resolution of the outstanding Claims against Debtor pursuant to sections 1129 and 1123 of the Bankruptcy Code. The Plan classifies all Claims against Debtor into separate Classes.

VI. Description of the Plan

A. Retention of Property by Debtor

Upon confirmation, Debtor will retain all of the property of the estate free and clear of liens, claims, and encumbrances not expressly retained by Creditors. Debtor will have the rights and powers to assert any and all Causes of Action (defined as all causes of action, choses in action, claims, rights, suits, accounts or remedies belonging to or enforceable by Debtor, including Avoidance Actions, whether or not matured or unmatured, liquidated or unliquidated, contingent or noncontingent, known or unknown, or whether in law or in equity, and whether or not specifically identified in Debtor's Schedules). The Disclosure Statement and Plan are filed with a full reservation of rights.

B. Parties Responsible for Implementation of the Plan

Upon confirmation, Debtor will be charged with administration of the Case. Debtor will be authorized and empowered to take such actions as are required to effectuate the Plan, including the prosecution and enforcement of Causes of Action. Debtor will file all post-confirmation reports required by the United States Trustee's office. Debtor will also file the necessary final reports and will apply for a final decree as soon as practicable after substantial consummation and the completion of the claims analysis and objection process.

C. Liabilities of Debtor

Debtor will not have any liabilities except those expressly assumed under the Plan. Debtor will be responsible for all expenses incurred by Debtor in the ordinary course of business after the Filing Date ("Ordinary Course Expenses"), and those Ordinary Course Expenses will be paid in the ordinary course of business as they become due or as agreed upon by the Holder of the Ordinary Course Expense claim.

D. Funding of the Plan

Debtor shall pay all claims from Debtor's post-petition income. Debtor shows that he will pay administrative expense claims from the "new value" included in Class 18 of the Plan or from some other source if no "new value" contribution under Class 18 is required. Additionally, Debtor intends to sell his Residence to satisfy the mortgage secured by his Residence and pay other claims under the plan. Debtor intends to sell Xcogitate's interest in Foot Pain, LLC to fund the payments under the Plan. In the event of a sale of such interest, Debtor intends to use all proceeds after payment of closing costs (including any resulting tax obligations from the sale) from Foot Pain, LLC to fund Debtor's Plan obligations, including administrative expense claims.

The Plan provides that Debtor shall act as the Disbursing Agent to make payments under the Plan unless Debtor appoints some other person or entity to do so. Debtor may maintain bank accounts under the confirmed Plan in the ordinary course of business. Debtor may also pay ordinary and necessary expenses of administration of the Plan in due course.

Copies of Debtor's post-petition cash flow projections are attached hereto as Exhibit A.

E. Provisions Regarding Executory Contracts

Debtor is not a party to any unexpired executory contracts or leases. Any unexpired leases or executory contracts which are not expressly assumed pursuant to this Plan or are the subject of a pending motion to assume shall be deemed rejected pursuant to Section 365 of the Bankruptcy Code on the Effective Date.

A proof of claim for damages arising from any executory contract that is rejected must be filed in compliance with the Bankruptcy Rules on or before thirty (30) days after entry of the Confirmation Order. Any claims which are not timely filed will be disallowed and discharged.

F. Avoidance Actions and Retained Rights

The Plan provides that Debtor shall retain all rights of action against others. The Plan also provides that Debtor shall retain "Avoidance Actions" under Chapter 5 of the Bankruptcy Code.

Debtor may also have Claims against others which are retained. Notwithstanding the foregoing, Debtor is reviewing records and are not aware of any preference claims. Further, Debtor is not aware of any fraudulent conveyance claims.

G. Treatment of Claims and Interests

A brief summary of the Classes, the treatment of each Class, and the voting rights of each Class is set forth below. A complete description of the treatment of each Class is set forth in Article 4 of the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

Debtor reserves the right to pay any claim in full at any time in accordance with the terms of the Plan (i.e. at the percentage distribution designated in the Plan with any accrued and unpaid interest, if any is due under the terms of the Plan) without prepayment penalty.

6.1 Class 1: Secured or Priority Tax Claim of the Internal Revenue Service

The Internal Revenue Service ("IRS") filed amended proof of claim number 1 on October 4, 2016 in the amount of \$148,500.21 consisting of (i) an asserted priority unsecured claim in the amount of \$116,115.01 (the "Class 1 IRS Priority Tax Claim") and (ii) an asserted general unsecured claim in the amount of \$32,385.20 (the "IRS General Unsecured Claim"). Debtor shall pay the Allowed Class 1 IRS Priority Tax Claim in equal monthly payments of \$2,327.18 each commencing on the Effective Date and continuing by the 28th day of each subsequent

month (or the next Business Day if the 28th day is not a business day). Interest shall accrue on the principal amount due from the Effective Date at the annual rate of 3.5% or such lesser rate as (i) agreed to by the IRS or (ii) indicated on the applicable IRS proof of claim. Notwithstanding anything to the contrary herein, Debtor shall pay the balance of the Allowed Class 1 IRS Priority Tax Claim with a balloon payment on the 5 year anniversary of the Filing Date (i.e. August 2, 2021) unless the IRS agrees to a longer payment term. Any third-party payments or payments in excess of the scheduled distribution pursuant to Class 1 received by the IRS shall be applied to the principal tax obligation owed by Debtor pursuant to Class 1. Debtor's Class 1 payments shall be applied (i) first to interest accruing under the Plan, (ii) second to the principal balance and (iii) then to interest which accrued prior to the Filing Date.

The IRS General Unsecured Claim is classified as a Class 16 general unsecured claim and shall be treated and paid as a Class 16 unsecured claim.

A failure by the Debtor to make a payment under Class 1 to the IRS pursuant to the terms of the Plan shall be an event of default as to the IRS. In the event of a default under Class 1, the IRS must send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, the IRS may (a) enforce the entire amount of its then outstanding Allowed Class 1 IRS Priority Tax Claim; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Allowed Class 1 IRS Priority Tax Claim; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The amount of any claim of the IRS that is not otherwise assessable or due and payable on or prior to the Effective Date, and the right of the IRS, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the IRS would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to section 1141 of the Bankruptcy Code. However, the rights and treatment of the IRS and obligations and liability of Debtor or its property regarding any claim of the IRS against Debtor which was assessable or due and payable prior to the Effective Date shall be treated and fixed in accordance with the Plan, and any additional or other claims assessable or due and payable prior to the Effective Date and not timely asserted by the IRS in accordance with the Bankruptcy Code and the Plan and in all instances prior to entry of the Confirmation Order, shall be forever barred. Debtor reserves the right to pay any tax claim in full at any time.

The Claim of the Class 1 Creditor is Impaired by the Plan and the holder of the Class 1 Claim is entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of such claim. Debtor reserves the right to object to any and all claims.

6.2 Class 2: Secured or Priority Tax Claim of Georgia Department of Revenue

The Georgia Department of Revenue (öGDRö) filed proof of claim number 10 in the amount of \$75,479.05 on September 8, 2016 consisting of the following claims: (i) Tax year 2011 income taxes totaling \$36,013.95 consisting of: \$16,334.54 (taxes) \$10,470.87 (interest), \$9,158.54 (penalty) and \$50.00 (costs); (i) 2012 income taxes totaling \$20,847.73 consisting of: \$11,385.00 (taxes), \$4,501.63 (interest), \$4,911.10 (penalty) and \$50.000 (costs); (iii) 2013 income taxes totaling \$14,530.31 consisting of: \$8,280.00 (taxes), \$2,280.31 (interest); \$3,920.00 (penalty) and \$50.00 (costs); and (iv) year 2015 income taxes totaling \$4,087.06. The GDRö total claim for 2011 income taxes in the amount of \$36,013.95 are secured by State Tax Execution No. 130338207 filed and recorded June 19, 2013 in Fulton County, Georgia. The GDRö total claim for 2012 income taxes in the amount of \$20,847.73 are secured by State Tax Execution No. 150299623 filed and recorded June 29, 2015 in Fulton County, Georgia. The GDRö claim for taxes and interest for 2013 (\$10,560.13) and 2015 (\$3,992.50) are priority unsecured claims. The GDRö claim for penalties and costs for 2013 (\$3,970.00) and 2015 (\$94.56) are general unsecured claims. Accordingly, the GDR holds:

1. a Class 2 GDR Secured Tax Claim in the amount of \$56,861.68;
2. a Class 2 GDR Priority Tax Claim in the amount of \$14,552.63; and
3. a Class 16 General Unsecured Claim in the amount of \$4,064.56.

The Class 2 GDR Secured Tax Claim shall continue and attach to the following listed Pre-Filing Date assets of Debtor to the same priority and validity as existed on the Filing Date and to the extent of the value of the Debtorö interests in each such asset on the Filing Date as set forth below, after deducting for any senior liens or encumbrances. Accordingly, the Class 2 GDR Secured Tax Claim shall attach to each asset of Debtor listed below as öGDR Propertyö to the extent listed below for each such item of GDR Property. Specifically, the tax lien of the GDR shall continue and attach to Debtorö following assets and shall hereinafter be referred to as öExtent of GDR Lienö:

Property	Scheduled Value	Secured Claims	Potential Extent of GDR Lien	Extent of GDR Lien
1930 W. Wesley Road, NW, Atlanta, GA 30327 (50% Ownership)	\$1,744,700	\$1,519,288	\$112,706	\$56,861.68
Fayette Lot	\$108,000	\$357,899	(\$249,899)	\$0.00
25% Interest in Motherö Home From Her Estate	\$18,750	\$0	\$31,250	\$18,750.00
1998 Jeep Wrangler	\$500	\$0	\$500	\$500.00
1967 Mercedes Benz	\$1,000	\$0	\$1,000	\$1,000.00
Cash	\$5,000	\$0	\$5,000	\$5,000.00

Property	Scheduled Value	Secured Claims	Potential Extent of GDR Lien	Extent of GDR Lien
Vanguard IRA	\$562,442	\$0	\$562,442	\$0.00 ¹
Marsico IRA	\$6,901	\$0	\$6,901	\$0.00 ¹
T Rowe Price IRA	\$1,402	\$0	\$1,402	\$0.00 ¹
T Row Price Account	\$2,568	\$0	\$2,568	\$2,568.00
Vanguard Account	\$15,100	\$0	\$15,100	\$15,100.00
7th Ward, LLC	\$7,900	\$0	\$7,900	\$7,900.00
Xcogitate, LLC	unknown		\$360,000	\$56,861.68
MNDA, LLC	unknown		\$0	\$0.00
Salary from Southern Pain	unknown		\$0	\$0.00
Metlife Life Insurance	\$0	\$0	\$0	\$0.00
Household Goods	\$1,300	\$0	\$1,300	\$1,300.00
Electronics	\$600	\$0	\$600	\$600.00
Educational Medical Books	\$150	\$0	\$150	\$150.00
Sports and Hobby Equipment	\$140	\$0	\$140	\$140.00
Handgun and Ammunition	\$350	\$0	\$350	\$350.00
Clothes	\$750		\$750	\$750.00
Jewelry	\$900		\$900	\$900.00
Dog and Cat	\$200		\$200	\$200.00

The GDR Tax Claim shall only attach to the aforementioned assets to the extent of the value set forth in the Extent of GDR Lien column. Accordingly, in the event Debtor liquidates, sells or refinances any of these assets, the GDR shall release its lien for the lesser of: (i) a payment equivalent to the Extent of GDR Lien and (ii) the then outstanding balance of the Class 2 GDR Secured Tax Claim. Debtor intends to market and sell the Residence within 18 months of the Effective Date. At the closing, Debtor shall pay the then outstanding balance of the Class 2 GDR Secured Tax Claim in full satisfaction of GDR's lien on the Residence thereby satisfying the Class 2 GDR Secured Tax Claim within 18 months of the Effective Date (the "Class 2 Maturity Date"). Upon request by Debtor, the GDR shall provide a payoff letter within 5 business days of such request by Debtor confirming the amount due on its Class 2 GDR Secured Tax Claim in accordance with the terms of the Plan which provides for the release of the lien on the Residence upon receipt by the GDR of the Class 2 GDR Secured Tax Claim on the terms herein. In the interim, Debtor shall make semi-annual payments to the GDR in the amount of \$3,411.66 each commencing on the last day of the 6th full month following the Effective Date and continuing until the earlier of (i) Debtor's payment of the Class 2 GDR Secured Tax Claim and (ii) the Class 2 Maturity Date. In the event Debtor does not pay the Class 2 GDR Secured Tax Claim in full by the Class 2 Maturity Date, Debtor shall pay any remaining balance of the Class 2 GDR Secured Tax Claim (\$56,861.68 less payments made under the Plan) in equal monthly payments of \$1,367.88 each commencing on the 28th day of the first full month

¹ Such property is not recoverable by the creditors under applicable law.

following the Class 2 Maturity Date and continuing by the 28th day of each subsequent month (or the next Business Day if the 28th day is not a business day). Interest shall accrue on the principal amount of taxes due on the Class 2 GDR Secured Tax Claim from the Effective Date at the annual rate of 12% or such lesser rate as (i) agreed to by the GDR or (ii) indicated on the applicable GDR proof of claim. Notwithstanding anything to the contrary herein, Debtor shall pay the balance of the Allowed Class 2 GDR Secured Tax Claim with a balloon payment on the 5 year anniversary of the Filing Date (i.e. August 2, 2021) unless the GDR agrees to a longer payment term. Debtor reserves the right to pay the Class 2 GDR Secured Tax Claim in full at any time in accordance with the terms of the Plan (together with the accrued and unpaid interest, if any, as due under the terms of the Plan) without prepayment penalty.

Debtor shall pay the Class 2 GDR Priority Tax Claim (\$14,552.63) in equal monthly payments of \$350.07 each commencing on the Effective Date and continuing by the 28th day of each subsequent month (or the next Business Day if the 28th day is not a business day). Interest shall accrue on the principal amount of taxes due on the Class 2 GDR Priority Tax Claim from the Effective Date at the annual rate of 12% or such lesser rate as (i) agreed to by the GDR or (ii) indicated on the applicable GDR proof of claim. Notwithstanding anything to the contrary herein, Debtor shall pay the balance of the Allowed Class 2 GDR Priority Tax Claim with a balloon payment on the 5 year anniversary of the Filing Date (i.e. August 2, 2021) unless the GDR agrees to a longer payment term.

The GDR's General Unsecured Claim for penalties, costs or otherwise, as delineated above in the amount of \$4,064.56, shall be classified and paid pursuant to the General Unsecured Class 16.

Any third-party payments or payments in excess of the scheduled distribution pursuant to Class 2 received by the GDR shall be applied to the Class 2 GDR Secured Tax Claim and then the Class 2 GDR Priority Tax Claim. Debtor's Class 2 payments shall be applied (i) first to interest accruing under the Plan, (ii) second to the principal balance and (iii) then to interest which accrued prior to the Filing Date.

A failure by the Debtor to make a payment under Class 2 to the GDR pursuant to the terms of the Plan shall be an event of default as to the GDR Class 2 Secured Tax Claim or the GDR Class 2 Priority Tax Claim, as applicable. In the event of a default under Class 2, the GDR must send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, the GDR may (a) enforce the entire amount of its then outstanding Allowed Class 2 GDR Priority Tax Claim or Allowed Class 2 GDR Secured Tax Claim, as applicable; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Allowed Class 2 GDR Priority Tax Claim or Allowed Class 2 GDR Secured Tax Claim, as applicable; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The amount of any claim of the GDR that is not otherwise assessable or due and payable on or prior to the Effective Date, and the right of the GDR, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the GDR would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to section 1141 of the Bankruptcy Code. However, the rights and treatment of the GDR and obligations and liability of Debtor or its property regarding any claim of the GDR against Debtor which was assessable or due and payable prior to the Effective Date shall be treated and fixed in accordance with the Plan, and any additional or other claims assessable or due and payable prior to the Effective Date and not timely asserted by the GDR in accordance with the Bankruptcy Code and the Plan and in all instances prior to entry of the Confirmation Order, shall be forever barred. Debtor reserves the right to pay any tax claim in full at any time.

The Claim of the Class 2 Creditor is Impaired by the Plan and the holder of the Class 2 Claim is entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of such claim. Debtor reserves the right to object to any and all claims.

6.3 Class 3: Priority and Secured Tax Claims of Fulton County, Georgia

The Fulton County Tax Commissioner (öFulton Countyö) filed proof of claim number 12 on September 13, 2016 in the amount of \$29,534.04 (the öClass 3 Fulton County Tax Claimö) consisting of ad valorem taxes and charges for year 2016 for Debtorö Residence located at 1930 West Wesley Rd, NW, Atlanta, GA 30327 including (i) City of Atlanta ad valorem taxes in the amount of \$21,818.03; (ii) Fulton County ad valorem taxes in the amount of \$7,153.82; and (iii) sanitation charges in the amount of \$562.19. Debtor intends to market and sell the Residence within 18 months of the Effective Date. At the closing, Debtor shall pay the then outstanding balance of the Class 3 Fulton County Tax Claim in full satisfaction of Fulton Countyö lien on the Residence thereby satisfying the Class 3 Fulton County Tax Claim within 18 months of the Effective Date (the öClass 3 Maturity Dateö). Upon request by Debtor, Fulton County shall provide a payoff letter within 5 business days of such request by Debtor confirming the amount due on its Class 3 Fulton County Tax Claim in accordance with the terms of the Plan which provides for the release of the lien on the Residence upon receipt by Fulton County of the Class Fulton County Tax Claim on the terms herein. In the interim, Debtor shall make semi-annual payments to Fulton County in the amount of \$1,761.24 each commencing on the last day of the 6th full month following the Effective Date and continuing until the earlier of (i) Debtorö payment of the Class 3 Fulton County Tax Claim and (ii) the Class 3 Maturity Date. In the event Debtor does not pay the Class 3 Fulton County Tax Claim in full by the Class 3 Maturity Date, Debtor shall pay any remaining balance of the Class 3 Fulton County Tax Claim (\$29,534.04 less payments made under the Plan) in equal monthly payments of \$710.51 each commencing on the Effective Date and continuing by the 28th day of each subsequent month (or the next Business Day if the 28th day is not a business day). Interest shall accrue on the principal amount

due from the Effective Date at the annual rate of 12% or such lesser rate as (i) agreed to by Fulton County or (ii) indicated on the applicable Fulton County proof of claim. Notwithstanding anything to the contrary herein, Debtor shall pay the balance of the Allowed Class 3 Fulton County Tax Claim with a balloon payment on the 5 year anniversary of the Filing Date (i.e. August 2, 2021) unless Fulton County agrees to a longer payment term. Any third-party payments or payments in excess of the scheduled distribution pursuant to Class 3 received by Fulton County shall be applied first to the principal tax obligation owed by Debtor pursuant to Class 3 followed by any accrued but unpaid interest under the Plan. Debtor's Class 3 payments shall be applied (i) first to interest accruing under the Plan, (ii) second to the principal balance and (iii) then to interest which accrued prior to the Filing Date. Fulton County's Class 3 Tax Claim shall continue to attach to Debtor's Residence to the same priority, validity and extent (\$29,534.04) as existed on the Filing Date.

A failure by the Debtor to make a payment under Class 3 to Fulton County pursuant to the terms of the Plan shall be an event of default as to Fulton County. In the event of a default under Class 3, Fulton County must send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries, in the event of a monetary default. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, Fulton County may (a) enforce the entire amount of its then outstanding Allowed Class 3 Fulton County Tax Claim; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Allowed Class 3 Fulton County Tax Claim; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The amount of any claim of Fulton County that is not otherwise assessable or due and payable on or prior to the Effective Date, and the right of the Fulton County, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the Fulton County would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to section 1141 of the Bankruptcy Code. However, the rights and treatment of Fulton County and obligations and liability of Debtor or its property regarding any claim of Fulton County against Debtor which was assessable or due and payable prior to the Effective Date shall be treated and fixed in accordance with the Plan, and any additional or other claims assessable or due and payable prior to the Effective Date and not timely asserted by Fulton County in accordance with the Bankruptcy Code and the Plan and in all instances prior to entry of the Confirmation Order, shall be forever barred. Debtor reserves the right to pay any tax claim in full at any time.

The Claim of the Class 3 Creditor is Impaired by the Plan and the holder of the Class 3 Claim is entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of such claim. Debtor reserves the right to object to any and all claims.

6.4 Class 4: Priority and Secured Tax Claims of Fayette County, Georgia

The Fayette County Tax Commissioner (öFayette Countyö) filed proof of claim number 3 on August 22, 2016 in the amount of \$5,059.81 (the öClass 4 Fayette County Tax Claimö) consisting of ad valorem taxes and charges for that certain real property owned by Debtor and known as Lot 16, Phase 1, Bldg A, Senoia Road, Fayette County, Georgia (the öSenoia Road Propertyö). Debtor shall pay the Allowed Class 4 Fayette County Tax Claim in equal monthly payments of \$133.00 each commencing on the Effective Date and continuing by the 28th day of each subsequent month (or the next Business Day if the 28th day is not a business day). Interest shall accrue on the principal amount due from the Effective Date at the annual rate of 12% or such lesser rate as (i) agreed to by Fayette County or (ii) indicated on the applicable Fayette County proof of claim. Notwithstanding anything to the contrary herein, Debtor shall pay the balance of the Allowed Class 4 Fayette County Tax Claim with a balloon payment on the 5 year anniversary of the Filing Date (i.e. August 2, 2021) unless Fayette County agrees to a longer payment term. Any third-party payments or payments in excess of the scheduled distribution pursuant to Class 4 received by Fayette County shall be applied first to the principal tax obligation owed by Debtor pursuant to Class 4 and then to the outstanding accrued but unpaid interest. Debtorö Class 4 payments shall be applied (i) first to interest accruing under the Plan, (ii) second to the principal balance and (iii) then to interest which accrued prior to the Filing Date. Fayette Countyö Class 4 Tax Claim shall continue to attach to the Senoia Road Property to the same priority, validity and extent (\$5,059.81) as existed on the Filing Date.

A failure by the Debtor to make a payment under Class 4 to Fayette County pursuant to the terms of the Plan shall be an event of default as to Fayette County. In the event of a default under Class 4, Fayette County must send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries, in the event of a monetary default. Receipt by Debtorö Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, Fayette County may (a) enforce the entire amount of its then outstanding Allowed Class 4 Fayette County Tax Claim; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Allowed Class 4 Fayette County Tax Claim; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The amount of any claim of Fayette County that is not otherwise assessable or due and payable on or prior to the Effective Date, and the right of Fayette County, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of Fayette County would have been resolved or adjudicated if the Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to section 1141 of the Bankruptcy Code. However, the rights and treatment of Fayette County and obligations and liability of Debtor or its property regarding any claim of Fayette County against Debtor which was assessable or due and

payable prior to the Effective Date shall be treated and fixed in accordance with the Plan, and any additional or other claims assessable or due and payable prior to the Effective Date and not timely asserted by Fayette County in accordance with the Bankruptcy Code and the Plan and in all instances prior to entry of the Confirmation Order, shall be forever barred. Debtor reserves the right to pay any tax claim in full at any time.

The Claim of the Class 4 Creditor is Impaired by the Plan and the holder of the Class 4 Claim is entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of such claim. Debtor reserves the right to object to any and all claims.

6.5 Class 5: Priority and Secured Tax Claims of Governmental Units

Class 5 shall consist of any Priority or Secured Claim of a governmental unit entitled to priority under 11 U.S.C. §507(a)(8), which are not otherwise specifically classified in the Plan (Class 5 Governmental Unit Tax Claim). Debtor is not aware of any Holders of Class 5 Governmental Unit Tax Claim not otherwise classified in the Plan. In the event there are Allowed Holders of Class 5 Governmental Unit Tax Claims, Debtor shall pay such Allowed Class 5 Government Unit Tax Claims at the rate of \$100 per month commencing on the Effective Date and continuing by the 28th day of each subsequent month (or the next Business Day if the 28th day is not a Business Day), with interest accruing at the annual rate of 3.5% (or at the rate otherwise as required by the Bankruptcy Code), with a final balloon payment on the 5th anniversary of the Filing Date (i.e. August 2, 2021). Debtor reserves the right to pay any Class 5 Governmental Unit Tax Claim in full at any time.

A failure by the Debtor to make a payment under Class 5 to the Holder of a Class 5 Governmental Unit Tax Claim pursuant to the terms of the Plan shall be an event of default as to such Governmental Unit. In the event of a default under Class 5, the Holder of a Class 5 Governmental Unit Tax Claim must send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, the Holder of a Class 5 Governmental Unit Tax Claim may (a) enforce the entire amount of its then outstanding Allowed Class 5 Governmental Unit Tax Claim; (b) exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Allowed Class Governmental Unit Tax Claim; and (c) seek such relief as may be appropriate in the Bankruptcy Court.

The amount of any claim of a governmental unit that is not assessed or assessable on or prior to the Effective Date, and the right of the particular governmental unit, if any, to payment in respect thereto shall (i) be determined in the manner in which the amount of such Claim and the rights of the particular governmental unit would have been resolved or adjudicated if the

Bankruptcy Case had not been commenced, (ii) survive after the Effective Date as if the Bankruptcy Case had not been commenced, and (iii) not be discharged pursuant to section 1141 of the Bankruptcy Code if applicable. However, the rights and treatment of a governmental unit and obligations and liability of Debtor or its property regarding any claim of a governmental unit against Debtor which was assessable or due and payable prior to the Effective Date shall be treated and fixed in accordance with the Plan, and any additional, other or amended claims assessable or due and payable prior to the Effective Date and not timely asserted or amended by a governmental unit in accordance with the Bankruptcy Code and the Plan and in all instances prior to entry of the Confirmation Order, shall be forever barred. Debtor reserves the right to pay any tax claim in full at any time.

The Holder of an Allowed Class 5 Governmental Unit Priority Tax Claim is impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit Debtor from objecting to the Class 5 Claims for any reason.

6.6 Class 6: Secured Claim of Regions Bank

Class 6 consists of the Secured Claim of Regions Bank dba Regions Mortgage (Regions). Regions filed proof of claim number 18 on October 17, 2016, asserting a secured claim in the amount of \$1,519,288.34 (such amount, less payment received post-filing, plus interest accruing at the rate of 3% annually herein is referred to as the "Class 6 Regions Secured Claim") consisting of: (i) principal in the amount of \$1,505,134.49; (ii) interest in the amount of \$26,463.59; and (iii) fees and costs in the amount of \$1,316.98. The Class 6 Regions Secured Claim is secured by a first priority lien in Debtor's real property located at 1930 W. Wesley Road, NW, Atlanta, GA 30327 (the "Residence"²) pursuant to the Security Deed dated August 3, 2011, and recorded on August 5, 2011, in the real property records of Fulton County, Georgia in Deed Book 50275 on Page 410 *et. seq.* by and between Regions as lender and grantee and Debtor and Lynn Clavo, Debtor's wife, as borrowers and grantors securing repayment of a promissory note between Debtor as borrower and Regions as lender in the original principal amount of \$1,500,000.00 with a maturity of August 1, 2041, and interest accruing pursuant to the Adjustable Rate Rider.

All pre-petition terms of the Regions pre-petition loan documents shall remain in full force and effect, provided however that the filing of this Bankruptcy shall not be a default thereunder and Debtor shall cure and reinstate the Class 6 Regions Secured Claim as provided by Class 6 of the Plan. Regions shall only be entitled to recover and Debtor shall only pay interest, late fees and other default charges as expressly provided by the Plan. The first priority lien of Regions in the Residence shall continue and attach on the Effective Date of the Plan to the same validity and priority as the pre-petition claim, and to the extent of the Class 6 Regions Secured Claim (as may have been reduced by post-petition payments, if any). Debtor shall market and sell the Residence and pay the then outstanding balance of the Class 6 Regions Secured Claim at the closing in full satisfaction of Region's lien on the Residence within 18 months of the Effective Date (the "Class 6 Maturity Date"). Upon request by Debtor, Regions shall provide a

² The legal description for the Residence is attached to the Plan as Exhibit A.

payoff letter within 5 business days of request by Debtor confirming the amount due under the terms of this Class 6 of the Plan and allowing for the release of the lien on the Residence upon receipt of payments in full by Regions of the Class 6 Regions Secured Claim on the terms set forth herein.

A failure by the Debtor to sell the Residence by the Class 6 Maturity Date pursuant to the terms of the Plan shall be an event of default as to Regions. In the event of a default under Class 6, Regions may send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, Regions may exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Residence and assert a general unsecured Class 16 Claim for any deficiency remaining after disposition of the Residence in accordance with applicable state law.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 6 Regions Secured Claim is impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 6 Claims for any reason.

6.7 Class 7: Fayette Property Secured Claim of Wells Fargo Bank, N.A.

Class 7 shall consist of the secured claim of Wells Fargo Bank, N.A. (the "Wells Fargo") secured by real property located on Lot 16, Phase 1, Building A of Senoia Road, Fayette County, Georgia (the "Fayette Property"³) and by Debtor's Residence. On August 23, 2016, Wells Fargo filed proof of claim number 4 asserting a secured claim in the amount of \$357,899.47 (the "Wells Fargo Proof of Claim 4 Claim") consisting of: (i) principal in the amount of \$285,064.95; (ii) interest in the amount of \$48,342.61, (iii) late fees in the amount of \$714.00; (iv) attorney's fees in the amount of \$14,485.91; and (v) appraisal expenses in the amount of \$9,400.00.

Wells Fargo's Proof of Claim 4 Claim is secured by Debtor's Fayette Property pursuant to the Deed to Secure Debt and Assignment of Rents dated January 30, 2008 and recorded on March 12, 2008 in deed book 3369 on page 1 *et seq.* in the real property records of Fayette County, Georgia (the "Wells Fargo Fayette Security Deed").

The Wells Fargo Proof of Claim 4 Claim is additionally secured by the 2012 Wells Fargo Judgment Lien provided for in Class 8. Debtor values the Fayette Property at \$108,000.00. Debtor shall surrender the Fayette Property to Wells Fargo on the Effective Date for a credit of \$96,120.00 calculated as follows:

³ The Fayette Property is more particularly described in Exhibit B to the Plan.

Lot Value ⁴	\$108,000.00
Brokers Fee	-\$6,480.00
Interest at 5% During Est. Hypothetical Marketing Period of 12 months	-\$5,400.00
Credit to Wells Fargo's Class 7 Claim	\$96,120.00

The surrender shall be effectuated by a quitclaim deed to Wells Fargo by Debtor but further provided Wells Fargo shall retain its rights and remedies pursuant to the Wells Fargo Security Deed and may hold the quitclaim deed and foreclose its Security Deed in lieu of recordation of said quitclaim deed at its option. The balance of Wells Fargo's Class 7 Claim in the amount of \$213,766.50 (i.e. \$357,899.47 less \$48,012.97 (see Class 8) and less \$96,120.00) shall be and is specifically classified and treated as a Class 16 General Unsecured Claim. Accordingly, Wells Fargo shall hold and be entitled to vote (i) its Class 8 Wells Fargo Secured Claim as a secured creditor in Class 8; (ii) its Class 7 Wells Fargo Secured Claim as a secured creditor in Class 7 and (ii) as an unsecured creditor in Class 16 General Unsecured Claims as to the deficiency balance in the amount of \$213,766.50 based upon its claim identified and described in proof of claim number 4.

The Holder of any Class 7 Claim is impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 7 Claims for any reason.

6.8 Class 8: Judgment Lien Claim of Wells Fargo Bank, N.A. Recorded November 8, 2012 in Fulton County

Class 8 shall consist of Wells Fargo Bank, N.A.'s judgment lien claim from the case styled *Wells Fargo Bank, N.A., as successor by merger to Wachovia Bank, N.A. v. Anthony T. Clavo, Sr. and Southern Pain Institute, PC d/b/a Southern Pain & Diagnostics Institute*, Case No. 2012CV210247, Fulton County, Superior Court, State of Georgia recorded on November 8, 2012 in Lien Book 2585 Page 285, Fulton County lien records (the "2012 Wells Fargo Judgment Lien"). Debtor scheduled the 2012 Wells Fargo Judgment Lien in the amount of \$438,204.39. On August 23, 2016, Wells Fargo filed proof of claim number 4 asserting a secured claim in the amount of \$357,899.47 consisting of: (i) principal in the amount of \$285,064.95; (ii) interest in the amount of \$48,342.61, (iii) late fees in the amount of \$714.00; (iv) attorney's fees in the amount of \$14,485.91; and (v) appraisal expenses in the amount of \$9,400.00. Accordingly, proof of claim number 4 represents the indebtedness secured by the 2012 Wells Fargo Judgment Lien and the Wells Fargo Fayette Security Deed (See Class 7). As set forth below, pursuant to 11 U.S.C. §522(f), the Wells Fargo Judgment Lien shall continue and attach to the Debtor's Residence to the extent of and in the amount of \$48,012.97.

⁴ See Fayette County Tax Commissioner proof of claim number 3, which additionally values the Fayette Property at \$108,000.00.

Value of Residence (as defined in Class 6)		\$1,744,700.00
Unavoidable Liens per 11 U.S.C. Sec 522(f)		
Regions Mortgage (See Class 6)	\$1,519,288.34	
Fulton County Taxes (See Class 3)	\$29,524.04	
GA Dept. of Rev Tax Lien (See Class 2)	\$56,861.68	
(Total of Liens)		(\$1,605,674.06)
Equity Remaining after Liens		\$139,025.94
Debtor's % Ownership (JTROS with his Wife)	50.00%	
Value of Debtor's Interest		\$69,512.97
Debtor's Exemption		\$21,500.00
Available for 2012 Wells Fargo Judgment Lien		\$48,012.97

Accordingly, pursuant to 11 U.S.C. §522(f), the 2012 Wells Fargo Judgment Lien shall continue and attach to the Debtor's Residence to the extent of \$48,012.97 (the "Class 8 Wells Fargo Secured Claim") with interest accruing at the annual rate of 4% from the Effective Date, and shall be avoided as to the balance of said claim. The 2012 Wells Fargo Judgment Lien shall be avoided in its entirety as to all other of Debtor's assets as sufficient value does not exist to attach to the same after any unavoidable liens and Debtor's exemption. On the Effective Date, Debtor shall be authorized to record the Confirmation Order on the Real Property records (and anywhere else deemed necessary in Debtor's judgment) as evidence of such avoidance and retention only to the extent of \$48,012.97 in the Debtor's Residence. The 2012 Wells Fargo's Judgment Lien in the Residence shall continue to attach to the Residence to the same validity (i.e. as a judgment lien) as existed on the Filing Date, junior to the priority of Regions Bank (Class 6), Fulton County (Class 3) and the Georgia Department of Revenue (Class 2) and in the amount of the Class 8 Wells Fargo Secured Claim (i.e. \$48,012.97). Debtor shall market and sell the Residence and pay the then outstanding balance of the Class 8 Wells Fargo Secured Claim at the closing in full satisfaction of the 2012 Wells Fargo Judgment Lien and Class 8 Wells Fargo Secured Claim within 18 months of the Effective Date (the "Class 8 Maturity Date"). Upon request by Debtor, Wells Fargo shall provide a payoff letter within 5 business days of request by Debtor confirming the amount due under the terms of this Class 8 of the Plan and the release of the 2012 Wells Fargo Judgment Lien on the Residence upon receipt by Wells Fargo of the Class 8 Regions' Secured Claim on the terms herein.

The balance of Class 8 Wells Fargo Secured Claim in the amount of \$213,766.50 (i.e. \$357,899.47 - \$48,012.97 - \$96,120.00 (see Class 7)) shall be specifically classified and treated as a Class 16 General Unsecured Claim. Accordingly, Wells Fargo shall hold and be entitled to vote (i) its Class 8 Wells Fargo Secured Claim as a secured creditor in this Class 8; (ii) its Class 7 Wells Fargo Secured Claim as a secured creditor in Class 7 and (ii) as an unsecured creditor in Class 16 General Unsecured Claim in the amount of \$213,766.50 based on the deficiency balance of its claim identified and described in proof of claim number 4.

A failure by the Debtor to sell the Residence by the Class 8 Maturity Date pursuant to the terms of the Plan shall be an event of default as to the 2012 Wells Fargo Judgment Lien and Class 8 Wells Fargo Secured Claim. In the event of a default under Class 8, Wells Fargo may send a Default Notice to Debtor in accordance with Article 2.3 of the Plan. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default and the address for payment, which will accept overnight deliveries. Receipt by Debtor's Attorney shall not be deemed receipt by Debtor of the required Default Notice. In the event of an uncured default following proper Default Notice procedures and opportunity to cure pursuant to Article 2.3 of the Plan, Wells Fargo may exercise any and all rights and remedies it may have under applicable non-bankruptcy law regarding the Class 8 Wells Fargo Secured Claim as secured by the Residence pursuant to the 2012 Wells Fargo Judgment Lien and assert a general unsecured Class 16 Claim for any deficiency remaining on the Class 8 Wells Fargo Secured Claim after disposition of the Residence in accordance with applicable state law (as modified by the Plan).

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 8 Wells Fargo Secured Claim is impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 8 Claim for any reason.

6.9 Class 9: Judgment Liens Other Than the 2012 Wells Fargo Judgment Lien

Class 9 consists of judgment liens entered and recorded against Debtor and his property subsequent to the 2012 Wells Fargo Judgment Lien (the "Junior Judgment Liens"). The only property of Debtor to which the Junior Judgment Liens would possibly attach is located in Fulton County, Georgia and is Debtor's Residence. As detailed in Class 8 above, no value exists in the Residence or any assets of Debtor to attach to said Junior Judgment Liens after any unavoidable liens, Debtor's exemption and the Class 8 Wells Fargo Secured Claim. Accordingly, pursuant to 11 U.S.C. §522(f), the Junior Judgment Liens shall be avoided in their entirety as to all of Debtor's assets as sufficient value does not exist to attach to the same after any unavoidable liens, Debtor's exemptions and the Class 8 Wells Fargo Secured Claim. On the Effective Date, Debtor shall be authorized to record the Confirmation Order on the Real Property records and lien records (and anywhere else deemed necessary in Debtor's judgment) as evidence of such avoidance and cancelation. Holders of Class 9 Junior Judgment Liens include the following:

Holder	Judgment Date	Recordation Date	County	FIFA Amount/ Class 16 General Unsecured Claim
Fidelity Bank	7/16/2013	8/15/2013	Fulton	\$474,646.15
	7/16/2013	2/13/2015	Fayette	
HTA-Camp Creek, III, LLC	7/17/2014	12/22/2014	Fulton	\$295,743.29
HTA-Camp Creek, III, LLC	9/16/2014	1/23/2015	Fulton	\$281,035.29
eLAB SOLUTIONS CORPORATION	11/12/2014	2/9/2015	Fulton	\$125,000.00
Wells Fargo Bank, N.A. (Wachovia Bank, NA)	5/1/2015	6/5/2015	Fulton	\$344,595.38
SNH Medical Office Properties Trust	6/8/2015	9/23/2015	Rockdale	\$857,838.31 ⁵
	6/8/2015	12/15/2015	Fulton	

The allowed amount of the Class 9 Claims shall be \$0.00 and the Junior Judgment Liens shall continue and attach to the extent of \$0.00. The remaining claims of the Junior Judgment Lien Holders shall be specifically reclassified as and paid pursuant to Class 16 General Unsecured Claims.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 9 Junior Judgment Lien is not impaired and is not entitled to vote to accept or reject the Plan pursuant to Class 9, provided such creditors shall hold and be entitled to vote an unsecured claim in Class 16 General Unsecured Claim as to the deficiency balance of their Junior Judgment Lien and underlying indebtedness in the amount set forth in Class 16.

6.10 Class 10: Medicaid and Related Claims of the United States of America

Class 10 shall consist of the Medicaid and Related Claims of the United States of America as more particularly described in the complaint filed in the United States District Court for the Northern District of Georgia captioned *United States & State of Georgia ex rel. Herretta Pickens & Teresa Williams v. Southern Pain Institute, P.C. d/b/a Southern Spine & Pain Institute; Laginappe, LLC, Parish Pharmacy, LLC; Anthony Clavo, M.D.; and Lynn Clavo.*, No. 1:15-cv-2381, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the Georgia False Medicaid Claims Act, O.C.G.A. § 49-4-168.2(b) (the “District Court Action”). On October 24, 2016, the United States of America filed proof of claim number 28 in the amount of \$1,187,609.00. (All claims asserted or assertable in the District Court Action by

⁵ Debtor scheduled SNH Medical Office Properties Trust (“SNH”) as disputed and no proof of claim was filed by the Claims Bar Date. Accordingly, SNH’s Class 16 General Unsecured Claim is \$0.00.

the United States of America on or before the Confirmation Date shall be referred to herein as the "Class 10 Claim"). Debtor shall pay the United States of America a total distribution of \$322,407.00 plus interest at the rate of 1.5% per annum from July 27, 2016 (the "Class 10 Distribution") in satisfaction of the Class 10 Claim. Debtor shall pay the Class 10 Distribution in twenty quarterly installment payments on the first day of each quarter, beginning on the first quarter following the Confirmation Date in accordance with the payment schedule attached to the Plan as Exhibit C. The entire balance of the Class 10 Distribution, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 10 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 10 Claim for any reason.

6.11 Class 11: Medicaid and Related Claims of the State of Georgia

Class 11 shall consist of the Medicaid and Related Claims of the State of Georgia as more particularly described in the complaint filed in the District Court Action (as defined in Class 10). On October 24, 2016, the State of Georgia filed proof of claim number 27 in the amount of \$1,041,391.00 (all claims asserted or assertable in the District Court Action by the State of Georgia on or before the Confirmation Date shall be referred to herein as the "Class 11 Claim"). Debtor shall pay the State of Georgia a total distribution of \$107,593.00 plus interest at the rate of 1.5% per annum from July 27, 2016 (the "Class 11 Distribution") in satisfaction of the Class 11 Claim. Debtor shall pay the Class 11 Distribution in twenty quarterly installment payments on the first day of each quarter, beginning on the first quarter following the Confirmation Date in accordance with the payment schedule attached to the Plan as Exhibit D. The entire balance of the Class 11 Distribution, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 11 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 11 Claim for any reason.

6.12 Class 12: District Court Claims of Herretta Pickens

Class 12 shall consist of the claims of Herretta Pickens ("Pickens") as more particularly described in the complaint filed in the District Court Action (as defined in Class 10). On October 21, 2016, Pickens filed proof of claim number 25 in an unknown/unliquidated amount. (All claims asserted or assertable in the District Court Action by Pickens on or before the

Confirmation Date shall be referred to herein as the "Class 12 Claim"). Debtor shall pay Pickens a total distribution of \$13,750.00 (the "Class 12 Distribution") in satisfaction of the Class 12 Claim. Debtor shall pay the Class 12 Distribution in twenty equal quarterly installment payments in the amount of \$687.50 each on the first day of each quarter, beginning on the first full quarter following the Confirmation Date. The agreed upon payment schedule is attached to the Plan as Exhibit E. The entire balance of the Class 12 Distribution, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 12 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 12 Claims for any reason.

6.13 Class 13: District Court Claims of Teresa Williams

Class 13 shall consist of the claims of Teresa Williams ("Williams") as more particularly described in the complaint filed in the District Court Action (as defined in Class 10). On October 21, 2016, Williams filed proof of claim number 26 in an unknown/unliquidated amount. (All claims asserted or assertable in the District Court Action by Williams on or before the Confirmation Date shall be referred to herein as the "Class 13 Claim"). Debtor shall pay Williams a total distribution of \$13,750.00 (the "Class 13 Distribution") in satisfaction of the Class 13 Claim. Debtor shall pay the Class 13 Distribution in twenty equal quarterly installment payments in the amount of \$687.50 each on the first day of each quarter, beginning on the first full quarter following the Confirmation Date. The agreed upon payment schedule is attached to the Plan as Exhibit E. The entire balance of the Class 13 Distribution, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 13 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 13 Claim for any reason.

6.14 Class 14: District Court Attorney Fees Claims of Prioleau & Milfort, LLC and Bracker & Marcus, LLC

Class 14 shall consist of the claims of Prioleau & Milfort, LLC ("P&M") and Bracker & Marcus, LLC ("B&M") pursuant to 31 U.S.C. §3730(d),(h); O.C.G.A. § 49-4-168.2(i)(1); O.C.G.A. §49-4-168.4(b) and other applicable or similar laws or claims for attorneys' fees, expenses and costs related to its representation of Relators Herretta Pickens & Teresa Williams

in the District Court Action (as defined in Class 10). On October 21, 2016, P&M filed proof of claim number 24 in an unknown/unliquidated amount and B&M filed proof of claim number 23 in an unknown/unliquidated amount. (All claims asserted or assertable by P&M and/or B&M on or before the Confirmation Date shall be referred to herein as the "Class 14 Claim"). Debtor shall pay the Holders of Class 14 Claims pro-rata (or as otherwise agreed by the Holders but absent agreement pro-rata) a total distribution of \$30,000.00 (the "Class 14 Distribution"). Debtor shall pay the Class 14 Distribution in twenty equal quarterly installment payments in the amount of \$1,500.00 each (to be shared by the Holders of Allowed Class 14 Claims) on the first day of each quarter, beginning on the first full quarter following the Confirmation Date. The agreed upon payment schedule is attached to the Plan as Exhibit E. The entire balance of the Class 14 Distribution, or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

The Holder of an Allowed Class 14 Claim is impaired and is entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 14 Claims for any reason.

6.15 Class 15: Education Loan Claims

Class 15 shall consist of education loans issued, guaranteed or insured by a governmental unit or non-profit institution ("Education Loan Claims").

On August 17, 2016, HICA ED Loan Corp c/o Navient Solutions, Inc. ("HICA") filed proof of claim number 2 asserting an Education Loan in the amount of \$3,663.33. On September 26, 2016, Navient Solution, Inc. ("Navient") filed proof of claim number 13 asserting an Education Loan in the amount of \$36,766.02 and proof of claim number 14 in the amount of \$3,680.56. Accordingly, HICA and Navient hold Education Loan Claims pursuant to proofs of claim 2, 13 and 14, as applicable. Debtor is not aware of any other or further Education Loans. Debtor shall honor the pre-petition loan documents between any holder of an Allowed Education Loan Claim and such Debtor. Each Holder of an Allowed Class 15 Education Loan Claim incurred on or prior to the Filing Date will be paid pursuant to the terms of the pre-petition loan documents between the Holder of such Claim and Debtor.

The Claims of the Class 15 Creditors are not Impaired by the Plan and holders of Class 15 Claims are not entitled to vote.

Nothing herein shall constitute an admission as to the nature, validity, or amount of claim. Debtor reserves the right to object to any and all claims.

6.16 Class 16: General Unsecured Claims

Class 16 shall consist of the general unsecured claims including deficiency claims

pursuant to 11 U.S.C. §§ 506 and 522(f). Debtor shall pay the General Unsecured Creditors a pro-rata share of \$125,000.00 paid in 32 quarterly payments of \$3,906.25 each, commencing on the 1st day of the 1st quarter following the Effective Date and continuing by the 1st day of each subsequent quarter for a total of 32 payments. Debtor anticipates, but does not warrant, the following Holders of Class 16 General Unsecured Claims and the following distributions:

Anticipated Holders	Scheduled	POC No.	POC Amount	Est. Claim	Quarterly Distrib.	Total Distrib.	Total % Dist.
404-CUT-TREE	\$2,131.07			\$2,131.07	\$3.48	\$111.41	5.23%
Alta Solutions/ Shred It	\$0.00	NA		\$0.00	\$0.00	\$0.00	NA
American Express Bank, FSB	\$21,361.00	16	\$21,361.30	\$21,361.30	\$34.90	\$1,116.72	5.23%
American Express Centurion Bank	\$1,372.69	15	\$1,410.84	\$1,410.84	\$2.30	\$73.76	5.23%
Bonacori Custom Homes	\$22,059.75	NA		\$22,059.75	\$36.04	\$1,153.23	5.23%
Budø Benz	\$1,065.00	6	\$1,025.00	\$1,025.00	\$1.67	\$53.58	5.23%
Cach, LLC (for notice only)	\$0.00	NA		\$0.00	\$0.00	\$0.00	NA
CAN Capital	\$28,166.00	17	\$98,618.03	\$98,618.03	\$161.11	\$5,155.52	5.23%
Convergent Outsourcing, Inc. (for notice only re Credit One Bank)	\$0.00	NA		\$0.00	\$0.00	\$0.00	NA
Credit Collection Services (for notice only re: Quest Diagnostics)	\$0.00	NA		\$0.00	\$0.00	\$0.00	NA
Credit One Bank, NA	\$897.00	NA		\$897.00	\$1.47	\$46.89	5.23%
Credit One Bank, NA (for notice only - debt now handled by LVNV)	\$0.00	NA		\$0.00	\$0.00	\$0.00	NA

Anticipated Holders	Scheduled	POC No.	POC Amount	Est. Claim	Quarterly Distrib.	Total Distrib.	Total % Dist.
De Lage Landen Financial	\$28,366.00	8	\$25,330.25	\$25,330.25	\$41.38	\$1,324.21	5.23%
eLab Solutions Corporation	\$125,207.00	11	\$138,667.81	\$138,667.81	\$226.54	\$7,249.24	5.23%
Fidelity Bank	\$474,646.15	29	\$317,132.49	\$317,132.49	\$518.09	\$16,578.96	5.23%
Georgia Department of Revenue	n/a	10	n/a	\$4,064.56	\$6.64	\$212.49	5.23%
HTA-Camp Creek, III, LLC	\$281,035.29	19	\$474,081.35	\$474,081.35	\$774.50	\$24,783.89	5.23%
Internal Revenue Service	\$0.00	1	\$32,385.20	\$32,385.20	\$52.91	\$1,693.02	5.23%
LVNV Funding, LLC	\$510.65	5	\$542.09	\$542.09	\$0.89	\$28.34	5.23%
On Deck Capital	\$100,725.00	NA		\$100,725.00	\$164.55	\$5,265.67	5.23%
Patient Accounts Bureau	\$305.00	NA		\$305.00	\$0.50	\$15.94	5.23%
Patient Accounts Bureau	\$916.00	NA		\$916.00	\$1.50	\$47.89	5.23%
Patient Accounts Bureau	\$1,346.00	NA		\$1,346.00	\$2.20	\$70.37	5.23%
Phillips Medical Capital	\$87,842.00	9	\$84,386.74	\$84,386.74	\$137.86	\$4,411.55	5.23%
Piedmont Healthcare	\$456.00	NA		\$456.00	\$0.74	\$23.84	5.23%
Piedmont Healthcare	\$190.00	NA		\$190.00	\$0.31	\$9.93	5.23%
Piedmont Healthcare	\$1,407.00	NA		\$1,407.00	\$2.30	\$73.55	5.23%
Piedmont Healthcare	\$530.00	NA		\$530.00	\$0.87	\$27.71	5.23%
Protect America	\$887.00	NA		\$887.00	\$1.45	\$46.37	5.23%
Quest Diagnostics	\$487.43	NA		\$487.43	\$0.80	\$25.48	5.23%
Quest Diagnostics	\$275.65	NA		\$275.65	\$0.45	\$14.41	5.23%

Anticipated Holders	Scheduled	POC No.	POC Amount	Est. Claim	Quarterly Distrib.	Total Distrib.	Total % Dist.
Regions Bank	\$586,852.00	20	\$377,781.64	\$377,781.64	\$617.17	\$19,749.56	5.23%
Regions Bank	Included in Above	21	\$144,000.63	\$144,000.63	\$235.25	\$7,528.02	5.23%
SNH Medical Office Properties (Disputed)	\$857,838.31	NA		\$0.00	\$0.00	\$0.00	NA
Southern Pain Institute, PC		22	undetermined	\$0.00	\$0.00	\$0.00	NA
The Delbridge Group, Inc. (404-CUT-TREE)	\$2,681.07	7	\$2,917.56	\$2,917.56	\$4.77	\$152.52	5.23%
Thrower Electric, Inc.	\$6,219.00	NA		\$6,219.00	\$10.16	\$325.12	5.23%
Wells Fargo Bank, NA (2012 Judgment Lien Deficiency Class 8 and Wells Fargo Bank Class 7 Deficiency)	NA	NA		\$256,966.50	\$419.80	\$13,433.62	5.23%
Wells Fargo Bank, NA (2015 Junior Judgment Lien Deficiency Class 9)	NA	NA		213,766.50	\$349.23	\$11,175.22	5.23%
Wells Fargo Dealer Services	\$52,191.00	NA		\$52,191.00	\$85.26	\$2,728.43	5.23%
Willow Oak Landscape Group	\$5,615.00	NA		\$5,615.00	\$9.17	\$293.54	5.23%
Total				\$2,391,076.39	\$3,906.25	\$125,000	5.23%

The Claims of the Class 16 Creditors are Impaired by the Plan and the holders of a Class 16 Claim are entitled to vote to accept or reject the Plan.

Nothing herein shall constitute an admission as to the nature, validity, or amount of a claim. Debtor reserves the right to object to any and all claims.

6.17 Class 17: Claim of Old Town Realty, a Real Estate Partnership

Old Town Realty, a Real Estate Partnership (Old Town Realty) holds an unsecured claim in the approximate amount of \$240,000.00 (the Class 17 Claim). The Class 17 Claim is based on a promissory note between Old Town Realty and Debtor (Old Town Note) which is secured by that certain real property commonly known as 1309 Milstead Road, Suite H, Conyers, GA 30012 (Conyers Property) and more particularly described in the legal description attached to the Plan as Exhibit F. Debtor shows that the Conyers Property is titled in the name of MNDA, LLC, a Georgia limited liability company solely owed by Debtor. MNDA, LLC has historically paid the Old Town Note on which the Class 17 Claim is based and that the Old Town Note is current and no monetary default has occurred on the Old Town Note. Any payments received by the Holder of the Class 17 Claim during the pendency of this case or thereafter, shall be applied in accordance with the non-default provisions and terms of the Old Town Note so long as the Old Town Note is not in default; and the Debtors insolvency or filing of this Bankruptcy shall not be deemed a default.

The Holder of the Class 17 Claim is not impaired and entitled to vote to accept or reject the Plan. Nothing contained herein shall prohibit the Debtor from objecting to the Class 17 Claim for any reason.

6.18 Class 18: Debtors Interest and New Value

Debtor shall retain all of Debtors assets free and clear of any claims, liens or encumbrances except as specifically set forth in the Plan. In the event that either Class 10, 11, 12, 13, 14 or 16 do not vote to accept the Plan as a class, and the Court determines the absolute priority rule⁶ is applicable in this Bankruptcy Case, Debtor proposes the following new value. Debtor shall contribute \$25,000.00 of non-bankruptcy estate property, or such other amount as the Court shall deem necessary and appropriate, as new value. Specifically, Debtor shall obtain \$25,000.00 to contribute as new value to Debtors obligations under the Plan by one or a combination of the following sources: (a) liquidating a portion of Debtors IRA retirement plan which does not constitute property of the Debtors estate, (b) obtaining a gift of such funds from Debtors wife or other relative of Debtor, or (c) from Debtors post-petition income. Debtors contribution of new value under the Plan shall also include Debtors payments of administrative expenses and payments to unsecured creditors under the Plan. Such payments constitute new value contributed under the Plan to the extent such payments are made from Debtors post-petition income. New value is the vehicle through which current equity holders purchase the equity interest of the reorganized Debtor; or in the case of an individual debtor, the individual purchases Debtors retained assets back from the Bankruptcy Estate. Efforts of the

⁶ Debtor shows that the absolute priority rule is not applicable to individual chapter 11 cases. However, a split of authority exists on this issue. To the extent the absolute priority rule is deemed applicable, Debtor provides this provision which shall be applicable only in such event. Debtor does not waive the right to show that the absolute priority rule is not applicable to individual chapter 11 cases following the 2005 amendments to the Bankruptcy Code including 11 U.S.C. §1115.

Debtor to retain the Retained Assets may be subject to competing bids in the market place under certain circumstances. Specifically if the classes of unsecured claims do not vote to accept the Plan as a class as set forth in this provision, then, in that event third parties may be able to purchase the Retained Assets of the Debtor, subject to the Debtor's exemptions, by appearing at the confirmation hearing and submitting a higher bid for the assets subject to the terms of this Plan. The requirement for, sufficiency and validity of any such bid shall be subject to the approval and review of the Court at the Confirmation Hearing. Any New Value contributed by Debtor or on Debtor's behalf will be distributed in accordance with the priorities set forth in the Bankruptcy Code.

VII. Administrative Expenses

Treatment of administrative expense claims is set forth in Article 5 of the Plan and summarized below.

7.1 Summary. Pursuant to Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims against Debtor are not classified for purposes of voting on or receiving distributions under this Plan. Holders of such Claims are not entitled to vote on this Plan. All such claims are instead treated separately in accordance with Article 5 of the Plan and in accordance with the requirements set forth in Section 1129(a)(9)(A) of the Bankruptcy Code.

With respect to potential Administrative Expense Claims, Debtor, pursuant to Court order, retained the law firm of Jones & Walden, LLC (öFirmö) to serve as bankruptcy counsel. As set forth in the employment application and supporting documents, the Firm received a prepetition retainer in the amount of \$15,000.00. As of the date hereof, the fees and expenses incurred by the Firm have exceeded the retainer. Debtor shall pay any unpaid allowed Administrative Expense Claim held by the Firm on the Effective Date unless otherwise agreed to by the Firm. Debtor is paying post-petition bills and does not expect any claims for unpaid post-petition goods and services other than possible professional fees. Debtor will incur quarterly trustee fees which Debtor intends to pay when due.

7.2 Administrative Expense Claims.

7.2.1 Subject to the provisions of sections 328, 330(a) and 331 of the Bankruptcy Code, each holder of an Allowed Administrative Expense Claim will be paid the full unpaid amount of such Allowed Administrative Expense Claim in Cash on the latest of (1) the Effective Date, (ii) as soon as practicable after the date on which such Claim becomes an Allowed Administrative Expense Claim, (iii) upon such other terms as may be agreed upon by such holder and Debtor, or (iv) as otherwise ordered by the Bankruptcy Court; provided, however, that Allowed Administrative Expense Claims representing obligations incurred by Debtor in the ordinary course of business after the Filing Date, or otherwise assumed by Debtor on the Effective Date pursuant to this Plan, including any tax obligations arising after the Effective Date, will be paid or performed by Debtor when due in accordance with the terms and conditions of the particular agreements or non-bankruptcy law governing such obligations.

7.2.2 Except as otherwise provided in this Plan, any Person holding an Administrative Expense Claim, other than an Administrative Expense Claim arising from the operation by Debtor of its business in the ordinary course of business, shall file a proof of such Administrative Expense Claim with the Bankruptcy Court within thirty (30) days after the Confirmation Date. At the same time any Person files an Administrative Expense Claim, such Person shall also serve a copy of the Administrative Expense Claim upon counsel for Debtor. Any Person who fails to timely file and serve a proof of such Administrative Expense Claim shall be forever barred from seeking payment of such Administrative Expense Claims by Debtor or the Estate.

7.2.3 Any Person seeking an award by the Bankruptcy Court of Professional Compensation shall file a final application with the Bankruptcy Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date within thirty (30) days after the Confirmation Date or by such other deadline as may be fixed by the Bankruptcy Court.

Debtor may pay professional fees incurred after confirmation of the Plan without Court approval. Debtor shall pay all pre-confirmation fees of professionals as payment of same is approved by the Court.

VIII. Tax Consequences

Tax consequences resulting from confirmation of the Plan can vary greatly among the various Classes of Creditors and Holders of Interests, or within each Class. Significant tax consequences may occur as a result of confirmation of the Plan under the Internal Revenue Code and pursuant to state, local, and foreign tax statutes. Because of the various tax issues involved, the differences in the nature of the Claims of various Creditors, the taxpayer status and methods of accounting and prior actions taken by Creditors with respect to their Claims, as well as the possibility that events subsequent to the date hereof could change the tax consequences, this discussion is intended to be general in nature only. No specific tax consequences to any Creditor are represented, implied, or warranted.

The proponent assumes no responsibility for the tax effect that consummation of the Plan will have on any given Holder of a Claim or Interest. Holders of Claims or Interest are strongly urged to consult their own tax advisors covering the federal, state, local and foreign tax consequences of the Plan to their individual situation.

IX. Debtor's Operations After the Filing Date

Debtor has and will continue his employment with Spine Center of Atlanta, to operate the businesses in which Debtor holds an ownership interest after the Filing Date and has and will continue to conduct Debtor's affairs as a debtor in possession in accordance with Sections 1107 and 1108 of the Bankruptcy Code since the Petition Date.

X. Liquidation Analysis

Debtor's Plan provides Debtor the right to pay unsecured creditors from post-petition income. In the event Debtor's estate is liquidated, the unsecured creditors would receive an amount less than that proposed in the Plan. Conversion and liquidation under Chapter 7 of the Bankruptcy Code would result in the appointment of a Chapter 7 trustee and the liquidation of non-exempt assets. Additionally, Debtor's post-petition income would not be property of the Chapter 7 estate. As set forth above, Debtor intends on using such income to fund the Plan. Assets disposed of by "liquidation" or "fire" sale generally generate significantly less proceeds than assets that are marketed and sold as a going concern, especially stock in a closely held business. The details of Debtor's liquidation analysis are set forth below:

Schedule A Real Property Liquidation

Property	Pre-Liquidation Value	Liquidation Value	Broker Fees	Ad Valorem Taxes	Secured Creditors	Exemption	Net Proceeds
1930 W. Wesley Road, NW, Atlanta, GA 30327	\$1,744,700	\$1,395,760	\$83,746	\$29,534	\$1,519,288	\$21,500	(\$258,308)
Fayette Lot	\$108,000	\$86,400	\$5,184	\$5,060	\$357,899	\$0	(\$281,743)
25% Interest in Mother's Home From Her Estate	\$18,750	\$15,000	\$900	\$0	\$0	\$0	\$14,100
TOTALS							\$14,100

Schedule B Property Liquidation

Property	Scheduled Value	Liquidation Value	Broker Fees	Taxes from Sale	Secured Creditor	Exemption	Net Proceeds
1998 Jeep Wrangler	\$500	\$300	\$30	\$0	\$0	\$500	(\$230)
1967 Mercedes Benz	\$1,000	\$600	\$60	\$0	\$0	\$1,000	(\$460)
Cash	\$5,000	\$5,000	\$0		\$0	\$0	\$5,000
Vanguard IRA	\$562,442	\$562,442	\$0		\$0	\$562,442	\$0
Marsico IRA	\$6,901	\$6,901	\$0		\$0	\$6,901	\$0
T Rowe Price IRA	\$1,402	\$1,402	\$0		\$0	\$1,402	\$0
T Row Price Account	\$2,568	\$2,568	\$0		\$0		\$2,568
Vanguard Account	\$15,100	\$15,100	\$0	\$0	\$0		\$15,100
7th Ward, LLC	\$7,900	\$7,900	\$0		\$0	\$0	\$7,900
Xcogitate, LLC	unknown	\$360,000	\$0	\$34,800			\$325,200
MNDA, LLC	unknown						\$0
Salary from Southern Pain	unknown						\$0
Metlife Life Insurance	\$0	\$0	\$0		\$0		\$0
Household Goods	\$1,300	\$780	\$78	\$0	\$0	\$1,300	(\$598)
Electronics	\$600	\$360	\$36	\$0	\$0	\$600	(\$276)
Educational Medical Books	\$150	\$90	\$9	\$0	\$0	\$150	(\$69)
Sports and Hobby Equipment	\$140	\$84	\$8	\$0	\$0	\$140	(\$64)
Handgun and Ammunition	\$350	\$210	\$21	\$0	\$0	\$350	(\$161)
Clothes	\$750	\$450	\$45			\$750	(\$345)
Jewelry	\$900	\$540	\$54			\$500	(\$14)
Dog and Cat	\$200	\$120	\$12				\$108
TOTALS	\$2,478,653	\$2,462,007	\$90,183	\$69,394	\$1,877,188	\$597,535	\$355,876

Total Net Proceeds from Liquidation Before Trustee and Admin Fees			\$369,976
Total Net Proceeds			\$369,976
Ga Dept of Rev Tax Lien (see class 2)			(\$56,862)
Chapter 7 Administrative Expense Fee			
Trustee Fee			(\$21,044)
CPA To Trustee Fees			(\$5,000)
Attorney to Trustee Fees			(\$25,000)
Total Chapter 7 Admin Fees			(\$51,044)
Chapter 11 Administrative Expense Fee			
Chapter 11 Attorney			(\$25,000)
Total Chapter 11 Admin Fes			(\$25,000)
Total Admin Fees			(\$76,044)
Priority Claims			
IRS			(\$116,115)
GA Dept. of Rev			(\$14,553)
Total Priority Claims			(\$130,668)
Available For Unsecured Creditors			\$106,403
Total Unsecured Claims			\$5,336,944.27
Percentage Distribution			1.99%

Debtor's Plan proposes to pay holder of Class 16 General Unsecured Claims a pro-rata share of \$125,000.00 (equivalent to an estimated 5.23% distribution) which is greater than any

return such holders would receive in liquidation. Debtor's Plan additionally proposes to pay unsecured claims asserted by the State of Georgia, the United States of America, relators and attorneys in the District Court Action a greater return that recoverable in a liquidation.

XI. Procedures for Treating and Resolving Disputed Claims

A. Objection To Claims

Debtor shall be entitled to object to Claims, provided, however, that Debtor shall not be entitled to object to Claims (i) that have been Allowed by a Final Order entered by the Bankruptcy Court prior to the Effective Date, or (ii) that are Allowed by the express terms of this Plan.

B. No Distributions Pending Allowance

Except as otherwise provided herein, no Distributions will be made with respect to any portion of a Claim unless and until (i) no objection to such Claim has been filed, or (ii) any objection to such Claim has been settled, withdrawn or overruled pursuant to a Final Order of the Bankruptcy Court

C. Estimation of Claims

Debtor may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to the Bankruptcy Code regardless of whether Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another.

D. Resolution of Claims Objections

On and after the Effective Date, Debtor shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims without approval of the Bankruptcy Court.

XII. Conditions Precedent to the Effective Date

A. Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with Article 11.1 of the Plan.

- (a) The Confirmation Order shall not have been vacated, reversed or modified and, as of the Effective Date, shall not be stayed.
- (b) All documents and agreements to be executed on the Effective Date or otherwise necessary to implement the Plan shall be in form and substance that is acceptable to Debtor in its reasonable discretion.

Under the Plan, each of the conditions set forth above may be waived, in whole or in part, by Debtor without any notice to any other parties in interest or the Bankruptcy Court and without a hearing. The failure to satisfy or waive any condition to the Confirmation Date or the Effective Date may be asserted by Debtor in Debtor's sole discretion regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by Debtor in Debtor's sole discretion). The failure of Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

XIII. Certain Effects of Confirmation

A. Vesting of Debtor's Assets

Except as otherwise explicitly provided in the Plan, upon the Court's entry of the Confirmation Order, all property comprising the Estate (including Retained Actions, but excluding property that has been abandoned pursuant to an order of the Bankruptcy Court) shall revert in Debtor free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and equity security holders, except as specifically provided in the Plan. As of the earlier of the Effective Date and the entry of a Final Decree, Debtor may operate its business and use, acquire, and dispose of property and settle and compromise Claims or Interests without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and Confirmation Order.

B. Discharge

Pursuant to section 1141(d) of the Bankruptcy Code, except as otherwise specifically provided in this Plan or in the Confirmation Order, the Distributions and rights that are provided in this Plan shall be in complete satisfaction, discharge, and release of all Claims, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, Debtor or his Estate that arose prior to the Effective Date. Debtor does not have a right to a discharge until all the plan payments have been made unless otherwise ordered by the Court pursuant to section 1141(d)(5) of the Bankruptcy Code; however, Debtor has not waived his right to seek entry of a discharge order before completion of all plan payments. In the event Debtor seeks entry of a

discharge order after the entry of a final decree, Debtor may reopen the Case for purposes of obtaining a discharge and the fee associated with the attendant motion to reopen case shall be waived.

Upon entry of a Confirmation Order, the provisions of the Plan bind: (a) Debtor, (b) any entity acquiring property under the Plan, (c) any creditor, (d) any party to an executory contract with Debtor, whether or not the claim or interest of such creditor or equity holder is impaired under the Plan, and whether or not such creditor or equity holder has accepted the Plan.

C. Injunction. Regardless of whether the Court has entered a final decree in the Bankruptcy Case, all creditors of Debtor, claimants against Debtor, and all persons having or claiming interest of any nature in Debtor's property and assets are enjoined and stayed: from pursuing or attempting to pursue any action, commencing or continuing any action, employing any process or any act against Debtor or his property, on account of or based upon any right, claim, or interest which any such creditor, claimant, or other person may have had at the date of the filing of Debtor's Chapter 11 petition, except with respect to claims, rights, or interest arising out of the Plan. In other words and not in limitation of the foregoing, creditors of the Debtor are enjoined from collecting pre-petition debts owed by Debtor except to the extent allowed by the Plan.

D. Setoffs

Debtor may, but shall not be required to, set off against any Claim, and the payments or other Distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that Debtor may have now or in the future against such Holder; but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by Debtor of any such claim that Debtor may have against such Holder.

E. Exculpation and Limitation of Liability

Under the Plan, Debtor's post-Filing Date and pre-Effective Date attorneys, representatives, financial advisors, investment bankers, or agents and any of such parties' successors and assigns (collectively the "Exculpated Parties"), shall not have or incur, and shall be released from, any claim, obligation, cause of action, or liability to one another or to any Holder of any Claim or Interest, or any other party-in-interest, or any of their respective agents, employees, representatives, financial advisors, attorneys, or Affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of: (1) the Bankruptcy Case, (2) the negotiation and filing of the Plan, (3) the filing of the Bankruptcy Case, (4) the pursuit of confirmation of the Plan, (5) the consummation of the Plan, or (6) the administration of the Plan or the property to be distributed under the Plan (1 through 6 being hereinafter referred to as a "Bankruptcy Event"), except for their willful misconduct or gross negligence, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Except as provided by this paragraph, no Holder of any Claim or Interest, or other party in interest, none of their respective agents, employees, representatives, financial advisors, or Affiliates, and successors or assigns of

the foregoing, shall have any right of action against the Exculpated Parties listed in this provision for any act or omission in connection with, relating to, or arising out of a Bankruptcy Event.

F. Miscellaneous Plan Provisions

1. Modification of Plan

Debtor shall be allowed to modify the Plan pursuant to section 1127 of the Bankruptcy Code to the extent applicable law permits. Subject to the limitations contained in the Plan, pursuant to Article 13.1 of the Plan, Debtor may modify the Plan, before or after confirmation, without notice or hearing, or after such notice and hearing as the Bankruptcy Court deems appropriate, if the Bankruptcy Court finds that the Modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto. In the event of any modification on or before confirmation, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject the Plan as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of parties in interest which have cast said votes. Debtor reserves the right in accordance with section 1127 of the Bankruptcy Code to modify the Plan at any time before the Confirmation Date.

2. Retention of Jurisdiction

The Plan provides that subsequent to the Effective Date, the Bankruptcy Court shall have or retain jurisdiction for the following purposes:

- (a) to adjudicate objections concerning the allowance, priority or classification of Claims and any subordination thereof, and to establish a date or dates by which objections to Claims must be filed to the extent not established in the Plan;
- (b) To liquidate the amount of any disputed, contingent or unliquidated Claim, to estimate the amount of any disputed, contingent or unliquidated claim, to establish the amount of any reserve required to be withheld from any distribution under the Plan on account of any disputed, contingent or unliquidated claim;
- (c) To resolve all matters related to the rejection, assumption and/or assignment of any Executory Contract or Unexpired Lease of Debtor;
- (d) To hear and rule upon all Retained Actions, Avoidance Actions and other Causes of Action commenced and/or pursued by Debtor;
- (e) To hear and rule upon all applications for Professional Compensation;
- (f) To remedy any defect or omission or reconcile any inconsistency in the Plan, as may be necessary to carry out the intent and purpose of the Plan;

- (g) To construe or interpret any provisions in the Plan and to issue such orders as may be necessary for the implementation, execution and consummation of the Plan, to the extent authorized by the Bankruptcy Code;
- (h) To adjudicate controversies arising out of the administration of the Estate or the implementation of the Plan;
- (i) To make such determinations and enter such orders as may be necessary to effectuate all the terms and conditions of the Plan, including the Distribution of funds from the Estate and the payment of claims;
- (j) To determine any suit or proceeding brought by Debtor to recover property under any provisions of the Bankruptcy Code;
- (k) To hear and determine any tax disputes concerning Debtor and to determine and declare any tax effects under the Plan;
- (l) To determine such other matters as may be provided for in the Plan or the Confirmation Order or as may be authorized by or under the provisions of the Bankruptcy Code;
- (m) To determine any controversies, actions or disputes that may arise under the provisions of the Plan, or the rights, duties or obligations of any Person under the provisions of the Plan;
- (n) To adjudicate any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, any agreement pursuant to which Debtor sold any of its assets during the Bankruptcy Cases; and
- (o) To enter a final decree.

3. Distributions

- (a) Disbursing Agent. Unless otherwise provided for herein, all Distributions under this Plan shall be made by Debtor or his agent.
- (b) Distributions of Cash. Any Distribution of Cash made by Debtor pursuant to this Plan shall, at Debtor's option, be made by check drawn on a domestic bank or by wire transfer from a domestic bank or in any other form of cash or cash equivalent.
- (c) No Interest on Claims or Interests. Unless otherwise specifically provided for in this Plan, the Confirmation Order, or a postpetition agreement in writing between the Debtor and a Holder, postpetition interest shall not accrue or be paid on Claims, and no Holder shall be entitled to interest accruing on or after the Filing

Date on any Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final determination is made when and if such Disputed Claim becomes an Allowed Claim.

- (d) Delivery of Distributions. Delivery of Distributions. The Distribution to a Holder of an Allowed Claim shall be made by Debtor (a) at the address set forth on the proof of claim filed by such Holder, (b) at the address set forth in any written notices of address change delivered to Debtor after the date of any related proof of claim, (c) at the addresses reflected in the Schedules if no proof of claim has been filed and Debtor has not received a written notice of a change of address, or (d) if the Holder's address is not listed in the Schedules, at the last known address of such Holder according to the Debtor's books and records.

If any Distribution on an Unsecured Claim ("Unsecured Distribution") is tendered by Debtor to a Holder of an Unsecured Claim and returned as undeliverable, refused or otherwise returned ("Unsecured Distribution Refusal"), Debtor shall not be responsible for making any further Unsecured Distribution on account of such Unsecured Claim. Accordingly, in the event of an Unsecured Distribution Refusal, Debtor shall be relieved of any obligation to make said payment or Distribution and Debtor is relieved of any obligation to make further payments or Distributions on such Unsecured Claim under the Plan.

If any Distribution on a Secured Claim or Priority Claim ("Secured or Priority Distribution") is tendered by Debtor to a Holder of a Secured Claim or Priority Claim and returned as undeliverable, refused or otherwise returned ("Secured or Priority Distribution Refusal"), the Holder of such Secured Claim or Priority Claim, as applicable, shall be deemed to have waived its right to such tendered payment or Distribution and such tendered payment or Distribution shall be deemed satisfied. In the event of a Secured or Priority Distribution Refusal, any obligation of Debtor to make any additional or further payment on such Secured Claim or Priority Claim shall be tolled until such time as: (i) notice is provided to Debtor that the Holder of such Secured Claim or Priority Claim seeks to receive payments from Debtor on the Secured Claim or Priority Claim or otherwise seeks to enforce Debtor's obligations under the Plan or otherwise enforce the Secured Claim or Priority Claim and (ii) any dispute regarding the Secured or Priority Distribution Refusal and its implications is resolved by agreement of the parties or the Bankruptcy Court (the "Tolling Period"). Only in the event of such notice to Debtor shall Debtor's obligations to perform as to the applicable Secured Claim or Priority Claim resume. The Tolling Period shall: (i) extend the term of the payments on such Secured Claim or Priority Claim and (ii) bar any interest from accruing on the Secured Claim or Priority Claim until such time as any dispute regarding the Secured or Priority Distribution Refusal shall be resolved by Final Order. Notwithstanding anything in the Plan, or any loan document, agreement or otherwise to the contrary, no provision allowing the imposition of late fees,

default interest, late charges, damages, or costs and fees against the Debtor or the Debtor's property shall be applicable during the Tolling Period or any period during which a dispute regarding a Tolling Period is being resolved. For purposes of clarification, Debtor shall not be required to make any lump sum cure of payments or Distributions which would have otherwise come due during (i) the Tolling Period or (ii) any period during which a dispute regarding a Tolling Period is unresolved, and Debtor shall recommence Distributions upon the resolution of such dispute on the terms in the Plan as tolled.

- (e) Distributions to Holders as of the Record Date. All Distributions on Allowed Claims shall be made to the Record Holders of such Claims. As of the close of business on the Confirmation Date, the Claims register maintained by the Bankruptcy Court shall be closed, and there shall be no further change in the Holder of any Claim. Debtor shall have no obligation to recognize any transfer of any Claim occurring after the Confirmation Date. Debtor shall instead be entitled to recognize and deal for all purposes under this Plan with the Record Holders as of the Confirmation Date.
- (f) Fractional Dollars. Any other provision of this Plan notwithstanding, the Debtor shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under this Plan would otherwise be called for, at Debtor's option the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.
- (g) Withholding Taxes. Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all Distributions under this Plan shall be subject to any such withholding and reporting requirements.

XIV. Confirmation and Consummation Procedure

A. General Information

All creditors whose Claims are Impaired by the Plan may cast their votes for or against the Plan. As a condition to confirmation of the Plan, the Bankruptcy Code requires that one Class of Impaired Claims votes to accept the Plan. Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a Class of Impaired Claims as acceptance by holders of at least two-thirds of the dollar amount of the class and by more than one-half in number of Claims. Holders of Claims who fail to vote are not counted as either accepting or rejecting a plan. Voting is accomplished by completing, dating, signing and returning the ballot form (the "Ballot") by the Voting Deadline. Ballots will be distributed to all creditors entitled to vote on the Plan and is part of the Solicitation Package accompanying the Disclosure Statement. The Ballot indicates (i) where the Ballot is to be filed and (ii) the deadline by which creditors must return their Ballots.

Unless otherwise specifically provided in a class of the Plan, in the event of a default by Debtor in payments under the Plan or otherwise, the Holder of such Claim must send written notice to Debtor and Cameron McCord of the claimed default.

Events of Default. As provided in Article 2.3 of the Plan, unless otherwise specifically provided in a class under the Plan, in the event of a default by Debtor in payments under the Plan or otherwise, the Holder must send written notice (öDefault Noticeö) to Debtor at the addresses of record for Debtor as reflected on the docket for this Bankruptcy Case, unless Debtor has provided the Holder with a written notice of a change of address. Such Default Notice must contain the reason for the default and if such default is monetary, the amount of the default and amount necessary to cure the default, as well as notice that Debtor has twenty (20) days (in the case of a monetary default) and thirty (30) days (in the case of a non-monetary default) from receipt by Debtor and Debtorö counsel of the Default Notice (or the following business day if the 20th or 30th day does not fall on a business day) to cure such default (and the address for payment, which will accept overnight deliveries, in the event of a monetary default). The Holder must send such Default Notice to Debtor via certified mail or recognized overnight carrier with a copy via email or fax and certified mail to Cameron M. McCord (Jones & Walden, LLC) at the address reflected in the then current directory of the State of Bar of Georgia. Debtor shall have twenty (20) days or thirty (30) days (as applicable) from Debtorö and Debtorö counselö receipt of the Default Notice to cure such default. Receipt by Debtorö Attorney shall not be deemed receipt by Debtor of the required Default Notice. Notwithstanding anything to the contrary in the Plan or otherwise, a default under one Class of Claims or sub-class of Claims shall not constitute a default under any other Class of Claims or sub-class of Claims. (For example a default under Class 1 shall not constitute a default under Class 3).

Notices. All notices under the Plan shall be in writing. Unless otherwise specifically provided here in, all notices shall be sent to Debtor via U.S. Certified Mail Return Receipt or by recognized overnight carrier to the address of record for Debtor in this Case, unless Debtor has provided such Holder with written notice of change of address for Debtor, with a copy via email or fax and certified mail to Cameron M. McCord at the address reflected in the then current directory of the State Bar of Georgia. Receipt of notice by Cameron M. McCord (Jones & Walden, LLC) shall not be deemed receipt by Debtor of the required notice. Notice to creditors may be provided (a) at the address set forth on the proof of claim filed by such Holder, (b) at the address set forth in any written notices of address change delivered to Debtor after the date of any related proof of claim, (c) at the addresses reflected in the Schedules if no proof of claim has been filed and Debtor has not received a written notice of a change of address, or (d) if the Holderö address is not listed in the Schedules, at the last known address of such Holder according to the Debtorö books and records.

B. Solicitation of Acceptances

This Disclosure Statement has been approved by the Court as containing öadequate informationö to permit creditors to make an informed decision whether to accept or reject the

Plan. Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement prior to, or concurrently with, such solicitation.

C. Acceptances Necessary to Confirm the Plan

At the Confirmation Hearing, the Court shall determine, among other things, whether the Plan has been accepted by the Debtor's creditors. The Voting Classes will be deemed to accept the Plan if at least two-third in amount and more than one-half in number of the Claims in each class vote to accept the Plan. Furthermore, unless there is unanimous acceptance of the Plan by the Voting Classes, the Court must also determine that any non-accepting Class members will receive property with a value, as of the Effective Date of the Plan, that is not less than the amount that such Class member would receive or retain if the Debtor were liquidated as of the Effective Date of the Plan under Chapter 7 of the Bankruptcy Code.

D. Confirmation of Plan Pursuant to Section 1129(b)

The Bankruptcy Code provides that the Plan may be confirmed even if it is not accepted by all Impaired classes. To confirm the Plan without the requisite number of acceptances of each Impaired Class, the Court must find that at least one Impaired Class has accepted the Plan without regard to the acceptances of insiders, and the Plan does not discriminate unfairly against, and is otherwise fair and equitable, to any Impaired Class that does not accept the Plan. Accordingly, if any Impaired Class votes to accept the Plan, the Debtor will seek to confirm the Plan under the "cramdown" provisions of section 1129(b) of the Bankruptcy Code.

E. Considerations Relevant to Acceptance of the Plan

Debtor's recommendation that all Creditors should vote to accept the Plan is premised upon Debtor's view that the Plan is preferable to other alternatives for liquidation of Debtor's estate. It appears unlikely to Debtor that an alternate plan of reorganization or liquidation can be proposed that would provide for payments in an amount equal or greater than the amounts proposed under the Plan. If the Plan is not accepted, it is likely that the interests of all creditors will be further diminished.

Disclaimer

All Creditors and Holders of Interests are advised and encouraged to read this Disclosure Statement and the Plan in their entirety. Plan summaries and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan, any exhibits, and the Disclosure Statement as a whole.

This Disclosure Statement has been prepared in accordance with § 1125 of the Bankruptcy Code and Rule 3016(c) of the Federal Rules of Bankruptcy Procedure and not in accordance with federal or state securities laws. This Disclosure Statement has neither been approved nor disapproved by the Securities and Exchange Commission ("SEC"), nor has the SEC passed on the accuracy or adequacy of the statements contained herein. This Disclosure

Statement was prepared to provide holders of Claims and Interests in Debtor with “adequate information” (as defined in the Bankruptcy Code) so that they can make an informed judgment about the Plan.

As to contested matters, adversary proceedings, and other actions or threatened actions, this Disclosure Statement shall not constitute nor be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations.

The information contained in this Disclosure Statement is included herein for the purpose of soliciting acceptances of the Plan and may not be relied upon for any purpose other than to make a judgment with respect to, and how to vote on, the Plan.

The representations in this Disclosure Statement are those of Debtor. No representations concerning Debtor is authorized other than as set forth in this statement. Any representation or inducement made to secure acceptance of this Plan which are other than as contained in this document should not be relied upon by any Person. The information contained herein has not been subject to a certified audit. Every effort, however, has been made to provide adequate financial information in this Disclosure Statement. The representations by Debtor is not warranted or represented to be without any inaccuracy, although every effort has been made to be accurate. Neither the Plan nor this Disclosure Statement has been designed to forecast consequences which follow from a general rejection of this Plan, although an attempt is made to state the consequences of a liquidation of Debtor.

This Disclosure Statement contains summaries of certain provisions of the Plan, statutory provisions, documents related to the Plan, events in Debtor’s Chapter 11 case, and financial information. Although Debtor believes that the Plan and related document summaries are fair and accurate, such summaries are qualified to the extent that they do not set forth the entire text of such documents or statutory provisions. Factual information contained in this Disclosure Statement has been provided by Debtor, except where otherwise specifically noted. Debtor is unable to warrant or represent that the information contained herein, including the financial information, is without any inaccuracy or omission. The financial data set forth herein, except as otherwise specifically noted, has not been subjected to an independent audit.

Nothing contained herein shall (1) constitute an admission of any fact or liability by any party, (2) be admissible in any nonbankruptcy proceeding involving Debtor or any other party; provided, however, that in the event Debtor default under the Plan, the Disclosure Statement may be admissible in a proceeding relating to such default for the purpose of establishing the existence of such default, or (3) be deemed conclusive advice on the tax or other legal effects of Debtor’s Plan as to holders of Claims or Interests. You should consult your personal counsel or tax advisor on any questions or concerns regarding tax or other legal consequences of the Plan.

Except for historical information, all the statements, expectations, and assumptions, including expectations and assumptions contained in this Disclosure Statement, involve a number of risks and uncertainties. Although Debtor has used its best efforts to be accurate in

making these statements, it is possible that the assumptions made by Debtor may not materialize. In addition, other important factors could affect the prospect of recovery to Creditors including, but not limited to, the inherent risks of litigation and the amount of Allowed Claims.

Respectfully submitted this 21st day of November, 2016.

/s/ Anthony Thaddeus Clavo Sr.
Anthony Thaddeus Clavo Sr.
Debtor in Possession

JONES & WALDEN, LLC

/s/ Cameron McCord
Cameron McCord
Georgia Bar No. 143065
21 Eighth Street, NE
Atlanta, Georgia 30309
(404) 564-9300
Attorney for Debtor

Exhibit “A”

Debtor’s Budget

INCOME	
Spine Center Atlanta	\$13,567.50
Jackson Pharmacy	\$4,600.00
Debtor Bonus	\$1,250.00
Total Monthly Income	\$19,417.50
HOUSEHOLD EXPENSES	
Household Expenses	\$2,500.00
Auto Insurance	\$530.00
Umbrella Insurance	\$100.00
Utilities	\$500.00
Groceries/Food/Personal Care	\$1,000.00
Gas/Fuel/Parking	\$250.00
Cell Phone	\$300.00
Miscellaneous	\$500.00
Medical/Dental	\$200.00
Total Monthly Expenses	\$5,880.00
PLAN PAYMENTS	
Class 1 - IRS	\$2,327.18
Class 2 - Georgia Dept of Revenue	\$568.61
Class 3 - Fulton County	\$293.54
Class 4 - Fayette County	\$133.00
Class 5 - USA	\$5,581.00
Class 6 - State of Georgia	\$1,862.00
Class 7 - Herretta Pickens	\$229.16
Class 13 - Teresa Williams	\$229.16
Class 14 - Bracker & Marcus, LLP	\$500.00
Class 15 - Education Loans	\$460.00
Class 16 - General Unsecured	\$1,302.00
Total Plan Payments	\$13,485.65
Excess Income	
	\$51.85

CERTIFICATE OF SERVICE

I certify that on the date specified herein below I cause to be served a copy of the foregoing documents via first class United States mail in a properly addressed envelope with sufficient postage affixed thereto to ensure delivery upon the parties listed below:

Office of the United States Trustee
362 Richard B. Russell Federal Building
75 Ted Turner Drive SW
Atlanta, Georgia 30303

This 21st day of November, 2016.

JONES & WALDEN, LLC

/s/ Cameron McCord
Cameron McCord
Georgia Bar No. 143065
21 Eighth Street, NE
Atlanta, Georgia 30309
(404) 564-9300
Attorney for Debtor