**UNITED STATES BANKRUPTCY COURT**
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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| IN RE: | : | |
| PATELKA DENTAL MANAGEMENT, LLC, | : | CASE NO: 16-14743 (MDC) |
| | : | SMALL BUSINESS CASE UNDER |
| DEBTOR. | : | CHAPTER 11 |

# PATELKA DENTAL MANAGEMENT, LLC'S DISCLOSURE STATEMENT, DATED JULY 31, 2017

## TABLE OF CONTENTS

**PAGE**


I. INTRODUCTION ..... 1

A. Purpose of This Document ..... 1

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing ..... 1

1. Time and Place of the Hearing to Confirm The Plan ..... 1

2. Deadline For Voting to Accept or Reject the Plan ..... 2

3. Deadline For Objecting to Confirmation of the Plan ..... 2

4. Identity of Person to Contact for More Information ..... 2

C. Disclaimer ..... 2

II. BACKGROUND ..... 2

A. The Debtor is a limited liability company. ..... 2

B. Insiders of the Debtor ..... 3

C. Management and Employees of the Debtor Before and During the Bankruptcy ..... 3

D. Events Leading to Chapter 11 Filing ..... 4

E. Significant Events During the Bankruptcy Case ..... 4

F. Projected Recovery of Avoidable Transfers ..... 5

G. Claims Objections ..... 5

H. Current and Historical Financial Conditions ..... 5

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS ..... 5

A. What is the Purpose of the Plan of Reorganization ..... 5

B. Unclassified Claims ..... 6

1. Administrative Expenses ..... 6

2. Priority Tax Claims ... 6

C. Classes of Claims and Equity Interests ... 7

1. Classes of Secured Claims ... 7

2. Classes of Priority Unsecured Claims ... 8

3. Classes of General Unsecured Claims ... 9

4. Class of Equity Interest Holders ... 11

D. Means of Implementing the Plan ... 11

1. Source of Payments ... 11

2. Post-confirmation Management ... 12

E. Risk Factors ... 12

F. Executory Contracts and Unexpired Leases ... 13

G. Tax Consequences of Plan ... 13

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES ... 15

A. Who May Vote or Object ... 15

1. What Is an Allowed Claim or an Allowed Equity Interest ... 15

2. What Is an Impaired Claim or Impaired Equity Interest ... 16

3. Who is Not Entitled to Vote ... 16

4. Who Can Vote in More Than One Class ... 16

B. Votes Necessary to Confirm the Plan ... 16

1. Votes Necessary for a Class to Accept the Plan ... 17

2. Treatment of Nonaccepting Classes ... 17

C. Liquidation Analysis ... 17

D. Feasibility ... 17

1. Ability to Initially Fund Plan ... 17

2. Ability to Make Future Plan Payments And Operate Without Further Reorganization ... 17

E. Best Interests of Creditors....................19

V. EFFECT OF CONFIRMATION OF PLAN....................20

A. Discharge of Debtor....................20

B. Modification of Plan....................21

C. Final Decree....................21

VI. OTHER PLAN PROVISIONS....................21

A. Continued Existence....................21

B. Vesting of Assets....................21

C. Discharged Claims....................21

D. Exculpation and Limitation of Liability....................22

E. Releases by Holders of Claims....................22

F. Injunction....................23

RECOMMENDATION AND CONCLUSION....................23

# I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of Patelka Dental Management, LLC (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Chapter 11 Plan of Reorganization, dated July 31, 2017 (the "Plan") filed by the Debtor . A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

The proposed distributions under the Plan are discussed at pages 10-16 of this Disclosure Statement. General unsecured creditors are classified in Class 7. It is anticipated that allowed claims in Class 7 will receive a distribution on account of their allowed claims, based on the Debtor's financial projections and anticipated future revenue stream, to be distributed as follows: for each of calendar years 2018 and 2019, to the extent that the Debtor's gross annual revenues exceed $2,400,000, after payment of operating expenses, claims in Classes 1 through 6 and the unclassified claims, Class 7 creditors will receive a pro rata share of 50% of the net annual revenues.

## A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
- Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

## B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

### 1. Time and Place of the Hearing to Confirm The Plan

The hearing at which the Court will determine whether to confirm the Plan will take place on October 18, 2017 , at 11:00 a.m., in Courtroom #2, before the Honorable Magdeline D. Coleman, at the United States Bankruptcy Court, 900 Market St., Philadelphia, PA 19107.

**2. Deadline For Voting to Accept or Reject the Plan**

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Anne M. Aaronson, Esq., Dilworth Paxson LLP, 1500 Market St., Suite 3500E, Philadelphia, PA 19102. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by **October 9, 2017** or it will not be counted.

**3. Deadline For Objecting to Confirmation of the Plan**

Objections to confirmation of the Plan must be filed with the Court and served upon Anne M. Aaronson, Esq., Dilworth Paxson LLP, 1500 Market St., Suite 3500E, Philadelphia, PA 19102 and the Office of the United States Trustee, 833 Chestnut St., Suite 500, Philadelphia, PA 19107 attn: Kevin Callahan by October 11, 2017.

**4. Identity of Person to Contact for More Information**

If you want additional information about the Plan, you should contact counsel to the Debtor, Anne M. Aaronson, Esq., Dilworth Paxson LLP, 1500 Market St., Suite 3500E, Philadelphia, PA 19102; 215-575-7110; aaaronson@dilworthlaw.com.

**C. Disclaimer**

***The Court has approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.***

## II. BACKGROUND

Description and History of the Debtor's Business

**A. The Debtor is a limited liability company.**

Since 2005, the Debtor has been in the business of managing and operating a facility through which dental services are provided to patients in Northeast Philadelphia and the surrounding Bucks County, Pennsylvania suburbs. The Debtor's practice employs and/or contracts with approximately twenty-seven (27) employees and health care professionals who provide numerous dental services, such as restoration, extractions, implants, cleanings, x-rays, braces, general endodontic surgery and prosthodontics.

The Debtor's facility services approximately 6,000 individuals and families through nearly 50,000 office visits and 15,600 dental procedures annually.

Due to a decline in revenues that resulted from significant changes to the health care laws in 2014, the Debtor's revenues were insufficient to meet its debt service obligations and on July 1, 2016, the Debtor initiated this Chapter 11 case.

**B. <u>Insiders of the Debtor</u>**

Svetlana Kutovoy is the current owner and operator of the Debtor. She is also employed full-time by the Debtor to manage the Debtor's operations. Ms. Kutovoy has been charged restoring the financial stability of the Debtor and effecting the Debtor's reorganization through Chapter 11. Through her efforts, the Debtor has investigated various potential refinancing transactions, investments and other means by which the Debtor could resolve the financial issues that arose since the Affordable Care Act was enacted in 2014, including significant travel to various countries and meeting with various delegates to ensure the successful application to obtain investments from the United States Customs and Immigration EB-5 Investor Program (the "EB-5 Program"). Her employment and responsibilities with the Debtor following the effective date of the Plan will remain the same as existed prior to the Petition Date. It is anticipated that her ownership interests in the Debtor will be reduced upon final approval of the EB-5 Program and the capital infusion received therefrom (the "Investment Fund"). Upon receipt of the Investment Fund, it is anticipated that the Reorganized Debtor will become a two member Limited Liability Company.

For each of the two years prior to the Petition Date, Ms. Kutovoy was paid as follows. From July 1, 2014 through June 30, 2015, Ms. Kutovoy drew a total of $101,641.33 from the Debtor's operations and invested $27,200 in the form of loans to the Debtor, for a net draw of $74,441.33. From July 1, 2015 through June 30, 2016, Ms. Kutovoy drew a total of $103,084.05 from the Debtor's operations and invested $10,000 in the form of loans to the Debtor, for a net draw of $93,084.05. During the pendency of this chapter 11 case, Ms. Kutovoy has been paid $106,640.88 by the Debtor.

**C. <u>Management and Employees of the Debtor Before and During the Bankruptcy</u>**

During the two years prior to the date on which the bankruptcy petition was filed and during the Debtor's chapter 11 case, the officers, directors, managers and persons in control of the Debtor (the "Managers") were Svetlana Kutovoy and Dr. Rasikbhai Patel. Mr. Patel was semi-retired during this period and formally transferred his interests in the Debtor to Svetlana Kutovoy in late 2015. Since late 2015 and during the Debtor's chapter 11 case, Svetlana Kutovoy has been the Debtor's sole Manager.

After the effective date of the order confirming the Plan, the director and officer of the Reorganized Debtor, will be Svetlana Kutovoy until the Investment Fund set forth above is received. The responsibilities and compensation of Ms. Kutovoy are described in section II.B. of this Disclosure Statement.

As of the Petition Date, the Debtor employed twenty-seven dentists, hygienists and other employees (the "Employees"). The employment of each of the Employees who have remained with the Debtor since the Petition Date will be retained following the Effective Date of the Plan.

**D. Events Leading to Chapter 11 Filing**

As set forth above, in recent years, the Debtor has experienced a series of challenges stemming from the changes in the health care laws that affected Medicaid coverage. Given that the Debtor services an area of Pennsylvania that has a high rate of poverty and a large number of persons who rely on Medicaid for their medical and dental needs, the removal of many dental services from coverage under Medicaid significantly reduced the Debtor's revenues.

As of the Petition Date, the Debtor faced significant rental and debt service obligations owed to secured and unsecured creditors.

Prior to the Petition Date, the Debtor's current management had reduced expenses and staff and had discontinued its mobile dental facility in order to continue the Debtor's core operations. The Debtor's current management was able to reduce expenses so that it is able to meet the needs of its on-going operations; however, Chapter 11 became the only avenue by which the Debtor could develop a plan to service its historical debt.

**E. Significant Events During the Bankruptcy Case**

On July 1, 2016, the Debtor filed a petition for relief under chapter 11 of the Bankruptcy Code.

Since the Petition Date, the Debtor has continued to operate as debtor in possession subject to the supervision of the Bankruptcy Court and in accordance with the Bankruptcy Code. The Debtor is authorized to operate its business and manage its property in the ordinary course, with transactions outside of the ordinary course of business requiring Bankruptcy Court approval.

On the first day of the Chapter 11 Case, the Debtor filed several applications and motions seeking certain relief by virtue of so-called "first day orders." Such motions sought, among other things, the following relief:

(a) payment of certain of the Debtor's employees' prepetition compensation, benefits and expense reimbursement amounts;

(b) authority to utilize its cash collateral; and

(c) approval of deposits to utility companies in exchange for prohibiting the utility companies from altering, refusing or discontinuing services post-petition on account of prepetition debt.

The Debtor is represented in the Chapter 11 Case by Dilworth Paxson LLP ("Dilworth") as counsel and Calzaretto & Company as its accountants.

Over the course of its Chapter 11 Case, the Debtor has sought to replace its existing credit facility with Bank of America through a variety of means, including refinancing through traditional and non-traditional lenders. Because, ideally, the Debtor seeks a long-term resolution of its financial needs and because the Debtor is a small business entity owned by immigrants, the Debtor has been working with the EB-5 Program toward a financial partnership (the "EB-5 Process"). The significant documentations and approvals required by EB-5 Process has delayed the Debtor's ability to resolve the Chapter 11 Case as quickly as the Debtor initially intended; however, the process has proceeded to a point that the Debtor is reasonably confident that its revenues will sustain its business until they are supplemented by the Investment Fund. The Debtor anticipates final approval of a capital investment of $500,000 and initial receipt of a portion of that Investment Fund to assist it with funding its Plan and servicing its ongoing operational expenses within six (6) months of the date of this Plan.

### F. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

### G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

### H. Current and Historical Financial Conditions

The identity and fair market value of the estate' assets are listed in Exhibit B. Additionally, the Debtor filed bankruptcy schedules in this case that detail the Debtor's assets. Such assets include cash on hand, bank accounts and investments, deposits, insurance policies, accounts receivable, real property and other items of personal property used by the Debtor in its operations. The assets are valued on a net book basis, which are not reflective of actual values. With respect to the Debtor's personal property, values are given without consideration of any security or other interests held by creditors and parties in interest.

The Debtor's most recent financial statements issued before bankruptcy, which was filed with the Court, is set forth in Exhibit C.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case is set forth in Exhibit D.

## III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

### A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of

claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

**B. Unclassified Claims**

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

**1. Administrative Expenses**

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case, which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

| **TYPE** | **ESTIMATED AMOUNT OWED** | **PROPOSED TREATMENT** |
|---|---|---|
| | **Amount Owed** | |
| Expenses Arising in the Ordinary Course of Business After the Petition Date | $0.00. The Debtor estimates that it will be current with its post-petition obligations on the effective date of the Plan. | Paid in full on the effective date of the Plan, or according to terms of obligation if later. |
| The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date | $0.00 | Paid in full on the effective date of the Plan, or according to terms of obligation if later. |
| Professional Fees, as approved by the Court | Professionals are in the process of filing fee applications. Estimated aggregate professional fees will be approximately $180,000. | Paid in full according to separate agreement of each professional with the Debtor. |
| Office of the U.S. Trustee Fees | $4,875, plus $325 pursuant to Proof of Claim No. 5 | Paid in full on the effective date of the Plan. |
| TOTAL | **$185,200** | |

**2. Priority Tax Claims**

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

| **DESCRIPTION (NAME OF TYPE OF TAX)** | **ESTIMATED AMOUNT OWED** | **DATE OF ASSESSMENT** | **TREATMENT** |
|---|---|---|---|
| City of Philadelphia Business Receipts and Net Profits Taxes | $19,418.03[1] | See Proof of Claim 1 | Paid in full on the effective date of the Plan. |
| Pennsylvania Department of Revenue | $342.14 | See Proof of Claim 6 | Paid in full on the effective date of the Plan. |

**C. Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

**1. Classes of Secured Claims**

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

| CLASS # | DESCRIPTION | INSIDE (YES/NO) | IMPAIRMENT | TREATMENT |
|---|---|---|---|---|

[1] Debtor is reviewing its records regarding its tax payments and delinquencies and will work with the City of Philadelphia to determine the actual amount owed and to be paid upon the effective date of the Plan.

| | | | | |
|---|---|---|---|---|
| 2 | Secured claim of:<br>Bank of America, N.A.<br><br>Collateral description = All Assets of Debtor<br><br>Total Amount Claimed = $642,097.80<br><br>Amount to be Paid Under the Plan to Satisfy Debt = $400,000, plus interest at the Federal Judgment Rate<br><br>Priority of lien = First | No | Impaired | Monthly Pmt = $5,000, payable via weekly ACH withdrawals in the amount of $1,250 each Friday.<br><br>Pmts Begin = November 3, 2017<br><br>Balloon pmt of remaining balance upon receipt of Investment Fund<br><br>Interest rate % = Federal Judgment Rate<br><br>Treatment of Lien = Retain first priority lien on assets of Reorganized Debtor until paid $400,000, plus interest at the Federal Judgment Rate. |

**2. <u>Classes of Priority Unsecured Claims</u>**

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (7) of the Code and their proposed treatment under the Plan:

| CLASS # | DESCRIPTION | IMPAIRMENT | TREATMENT |
|---|---|---|---|
| 1 | Priority unsecured claims pursuant to Sections 507(a)(4) and (5)<br><br>Total amt of claims = $0 remaining unpaid | Unimpaired | Employed wage and benefits claims approved by prior order of the Bankruptcy Court have been paid in full post-petition pursuant to prior order of the Bankruptcy Court. |
| 1 | Priority unsecured claim pursuant to Section 507(a)(7) | Unimpaired | Patient Deposits for dental services to be provided. Reorganized |



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| | | | |
|---|---|---|---|
| | Patients have paid approximately $120,000 for dental services yet to be rendered. | | Debtor will provide services in full satisfaction of priority claims. |

### 3. Classes of Settled Claims and General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Classes 3 through 7, which contain claims settled by the Debtor as well as general unsecured claims against the Debtor:

| CLASS # | DESCRIPTION | IMPAIRMENT | TREATMENT |
|---|---|---|---|
| 3 | Claim of Bell's Corner Hidden Forrest, LLC, Bells Corner 447 Fort Washington LLC and Bell's Corner West 22 LLC, as tenants-in-common | Impaired | In exchange for the Debtor's assumption of the Lease of 8332 Bustleton Avenue, Unit B and C, Philadelphia, PA 19152, the Holder shall receive, in full satisfaction, settlement, release, extinguishment and discharge of its Claim, payment in the aggregate amount of $50,000, payable in the amount of $25,000 on or before October 31, 2017 and $25,000 on or before December 31, 2017 to cure Debtor's prepetition defaults pursuant to Article 6.01(a) of the Plan. |
| 4 | Claim of Everest Business Funding f/k/a Yellowstone Capital | Impaired | The Claimant shall receive, in full satisfaction, settlement, release, extinguishment and discharge of its Claim and all Liens and guarantees associated therewith, $6,000. |
| 5 | Claim of CAN Capital Asset Servicing, Inc. | Impaired | The Claimant shall receive, upon allowance |



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| | | | |
|---|---|---|---|
| | | | and in full satisfaction, settlement, release, extinguishment and discharge of its Claim and all Liens associated therewith, the amount owing to such claimant after resolution of an avoidance action and/or claim objection to be filed by the Debtor against the holder of the Claim on or before October 18, 2017, or such other amount, as may be agreed upon by and between the Debtor and the Claimant, which agreement shall be subject to approval by the Bankruptcy Court. For avoidance of doubt, to the extent that the resolution of an avoidance action or claim objection against the holder of the Class 5 Claim results in the avoidance of the Liens of such holder, then such holder shall no longer hold a Class 5 Claim, but instead shall hold a Class 7 General Unsecured Claim, and such holder's treatment will be in accordance with the treatment of Class 7 General Unsecured Claims. |

| | | | |
|---|---|---|---|
| 6 | Claim of High Speed Capital LLC | Impaired | The Claimant shall receive, in full satisfaction, settlement, release, extinguishment and discharge of its Claim and all Liens and guarantees associated therewith, $1,500. |
| 7 | General Unsecured Class | Impaired | For each of calendar years 2018 and 2019, to the extent that the Debtor's gross annual revenues exceed $2,400,000, after payment of operating expenses, claims in Classes 1 through 6 and the unclassified claims, Class 7 creditors will receive a pro rata share of 50% of the net annual revenues.<br>Estimated percent of Claim paid is presently unknown. |

4. **Class of Equity Interest Holders**

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a limited liability company ("LLC"), the equity interest holders are the members.

The following chart sets forth the Plan's proposed treatment of the class of equity interest holders.

| CLASS # | DESCRIPTION | IMPAIRMENT | TREATMENT |
|---|---|---|---|
| 8 | Equity interest of Svetlana Kutovoy | Impaired | Ms. Kutovoy will receive no distribution under the Plan. She will retain her equity interests. |

D. **Means of Implementing the Plan**

1. **Source of Payments**

Payments and distributions under the Plan will be funded by the following:

(a) ongoing operating revenues and accounts receivable;

(b) Investment Fund of $500,000, upon approval of the EB-5 Program.

Distributions will be made to the holders of allowed Claims in accordance with Article III of the Plan by the Debtor at the address listed on the holder's proof of claim or last known address of each holder, if a proof of claim was not filed. Distribution checks that are not negotiated within sixty (60) days after issuance shall be null and void. Amounts represented by a voided check will be held for one month, thereafter being deemed unclaimed.

**2. Post-confirmation Management**

Until the Investment Fund is received, the Post-Confirmation Manager of the Debtor, and her compensation, shall be as follows:

| NAME | AFFILIATIONS | INSIDER (YES OR NO) | POSITION | ANNUAL COMPENSATION |
|---|---|---|---|---|
| Svetlana Kutovoy | Owner | Yes | Member and Manager | $105,000, as manager. |

**E. Risk Factors**

The proposed Plan has the following risks, which should not be regarded as constituting the only risks associated with the Plan and its implementation:

Even if all voting impaired Classes vote in favor of the Plan, and if with respect to any impaired Class rejecting the Plan the requirements for "cramdown" are met, the Bankruptcy Court may choose not to confirm the Plan. Section 1129 of the Bankruptcy Code requires, among other things, a showing that confirmation of the Plan will not be followed by liquidation or the need for further financial reorganization of the Debtor, and that the value of distributions to dissenting holders of Claims will not be less than the value such holders would receive if the Debtor liquidated. Although the Debtor believes that the Plan will meet these tests, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

There can be no assurance that any estimated Claim amounts set forth in this Disclosure Statement are correct. The actual allowed amount of Claims likely will differ in some respect from the estimates. The estimated amounts are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should any underlying assumptions prove incorrect, the actual allowed amount of Claims may vary from those estimated herein.

The Projections set forth in Exhibit G hereto have been prepared by management of the Debtor in consultation with its financial advisors and cover the projected operations of the Debtor through fiscal year 2017. These Projections are based on numerous assumptions that are an integral part of the Projections, including confirmation and consummation of the Plan in accordance with its terms, realization of the operating strategy of the Debtor, general business and economic conditions, and other matters.

Although the Projections are presented with numerical specificity and are based on assumptions considered reasonable by the Debtor, the assumptions and estimates underlying the Projections are subject to business, economic and competitive uncertainties and contingencies. Accordingly, the Projections are only the Debtor's educated, good faith estimates and are necessarily contingent in nature. It can be expected that some or all of the assumptions in the Projections will not be realized and that actual results will vary from the Projections, which variations may be material and may increase over time. The projected financial information contained herein should not be regarded as a guaranty by the Debtor, the Debtor's advisors or any other Person that the Projections can or will be achieved. However, the Debtor believes that the Projections are credible and that there is a reasonable likelihood that the results set forth in the Projections can be achieved.

**F. Executory Contracts and Unexpired Leases**

The Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. The Plan also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Article 6.01 of the Plan will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

***The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is Thirty (30) Days from the Bankruptcy Court's entry of an order confirming the Plan.*** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

**G. Tax Consequences of Plan**

There are a number of income tax considerations, risks and uncertainties associated with consummation of the Plan. This information is provided for information purposes only and is based on the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder, Judicial Authorities and current administrative rulings and practices, all of which are subject to change or differing interpretation, possibly with retroactive effects that could affect the tax consequences of the Plan. This summary does not address all aspects of U.S. Federal income taxation that may be relevant to a particular holder of a Claim or to certain types of holders of Claims that may be subject to special treatment under the Internal Revenue Code. Additionally, this summary does not address any aspects of state, local or other taxation. Because the tax rules

are complex and their application is uncertain in some respects, each holder of a claim is strongly encouraged to consult with its own tax advisor regarding the tax consequences of the Plan. To ensure compliance with United States Internal Revenue Service Circular 230, (a) any discussion of U.S. federal tax issues in this Disclosure Statement is not intended or written to be relied upon, and cannot be relied upon by holders of Claims, for purposes of avoiding penalties that may be imposed on such holders under the Internal Revenue Code; (b) such discussion is written to support the promotion of the Plan; and (c) each holder of a Claim should seek advice based on such Holder's particular circumstances from an independent tax advisor.

Among other things, the U.S. federal income tax consequences of a payment to a holder may depend initially on the nature of the original transaction pursuant to which the Claim arose. For example, a payment in repayment of the principal amount of a loan is generally not included in the gross income of an original lender.

The U.S. federal income tax consequences of a transfer to a holder may also depend on whether the item to which the payment relates has previously been included in the holder's gross income or has previously been subject to a loss or bad debt deduction. For example, if a payment is made in satisfaction of a receivable acquired in the ordinary course of a holder's trade or business, the holder had previously included the amount of such receivable payment in its gross income under its method of accounting, and had not previously claimed a loss or bad debt deduction for that amount, the receipt of the payment should not result in additional income to the holder but may result in a loss. Conversely, if the holder had previously claimed a loss or bad debt deduction with respect to the item previously included in income, the holder generally would be required to include the amount of the payment in income.

A holder receiving a payment under the Plan in satisfaction of its Claim generally may recognize taxable income or loss measured by the difference between (i) the amount of cash and the fair market value (if any) of any property received and (ii) its adjusted tax basis in the Claim. For this purpose, the adjusted tax basis may include amounts previously included in income (less any bad debt or loss deduction) with respect to that item. The character of any income or loss that is recognized will depend upon a number of factors, including the status of the creditor, the nature of the Claim in its hands, whether the Claim was purchased at a discount, whether and to what extent the creditor has previously claimed a bad debt deduction with respect to the Claim, and the creditor's holding period of the Claim. This income or loss may be ordinary income or loss if the distribution is in satisfaction of accounts or notes receivable acquired in the ordinary course of the holder's trade or business for the performance of services or for the sale of goods or merchandise. Generally, the income or loss will be capital gain or loss if the Claim is a capital asset in the holder's hands.

Certain payments or distributions pursuant to the Plan may be subject to information reporting to the IRS. Moreover, such reportable payments may be subject to backup withholding (at the then applicable rate) unless the taxpayer: (i) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (ii) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the taxpayer is not subject to backup withholding because of a failure to report all dividend and interest income.

Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds.

***Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.***

## IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

### A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Debtor believes that classes 2 through 8 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Debtor believes that class 1 is unimpaired and that holders of claims in this class, therefore, does not have the right to vote to accept or reject the Plan.

#### 1. What Is an Allowed Claim or an Allowed Equity Interest

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

***The deadline for filing a proof of claim in this case was October 31, 2016.***

### 2. What Is an Impaired Claim or Impaired Equity Interest

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is impaired under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

### 3. Who is Not Entitled to Vote

The holders of the following five types of claims and equity interests are not entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes;
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan.***

### 4. Who Can Vote in More Than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

## B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section B.2.

### 1. Votes Necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

### 2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan. The Debtor believes that it satisfies the requirements for a "cramdown" confirmation based on the facts and circumstances of this Chapter 11 Case.

***You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.***

## C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

## D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

### 1. Ability to Initially Fund Plan

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as Exhibit F.

### 2. Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes and including the Investment Fund, of approximately $2,500,000. The final Plan payment is expected to be paid on January 31, 2020 (assuming the Reorganized Debtor's gross annual revenues for 2019 exceed $2,400,000.

The Plan contemplates that the Debtor will receive certain revenues as of the effective date of the Plan and will earn additional revenues from its operations following the effective date of the Plan, which will be used to being funding the Debtor's Plan obligations. The Debtor will also have additional funds available to it through the Investment Fund. These funds will ensure that the Debtor has sufficient cash flow available to it to satisfy all Claims and continue operations as and to the extent provided in the Plan and that no further financial restructuring will be necessary in the foreseeable future. The Debtor anticipates that this investment will be realized on or before the effective date of the Plan. The Debtor reserves the right to pay its remaining Plan obligations in full at any time. Accordingly, the Debtor believes that the Plan complies with the financial feasibility standard of section 1129(a)(11) of the Bankruptcy Code. Indeed, throughout the Debtor's Chapter 11 case and despite the uncertainty of the U.S. healthcare laws and fluctuating revenues throughout the year, the Debtor has met all of its ongoing operational debts, payment of its fees to the Office of the United States Trustee and debt service payments to its senior secured creditor. The Debtor submits that there is no reason why its financial stability should not continue after the effective date of the Plan.

Nevertheless, the Projections were developed by the Debtor's management in consultation with the Debtor's accountants. The Projections are based on a number of assumptions that are an integral part of the Projections, including, without limitation, confirmation and consummation of the Plan in accordance with its terms, realization of the Debtor's anticipated revenues, general business and economic conditions, competition, absence of material contingent or unliquidated litigation, and other matters. To the extent that the assumptions inherent in the Projections are based upon future operational decisions and objectives, they are subject to change. In addition, although they are presented with numerical specificity and the assumptions on which they are based are considered reasonable by the Debtor, the assumptions and estimates underlying the Projections are subject to organizational, economic and competitive uncertainties and contingencies. Accordingly, the Projections are only an educated, good faith estimate and are necessarily contingent in nature. It can be expected that some or all of the assumptions in the Projections will not be realized and that actual results will vary from the Projections, which variations may be material and may be adverse. The Projections should therefore not be regarded as a guaranty by the Debtor or any other Person that the results set forth in the Projections will be achieved. The Debtor, however, believes that the Projections are credible and that there is a reasonable likelihood that the results set forth in the Projections can be achieved.

The Debtor does not intend to update or otherwise revise the Projections, including any revisions to reflect events or circumstances existing or arising after the date of the Projections or to reflect the occurrence of unanticipated events, even if any or all of the underlying assumptions do not come to fruition. Furthermore, the Debtor does not intend to update or revise the Projections to reflect changes in general economic or industry conditions.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995: This Disclosure Statement and the financial projections contained herein and in the Projections include "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. All statements other than statements of historical fact included in this Disclosure Statement are forward-looking statements, including, without limitation, financial projections, the statements, and the underlying assumptions, regarding the timing of, completion of and scope of the current restructuring, the Plan, debt and equity market conditions, current and future economic conditions, the potential effects of such matters on the Debtor's operating strategy, results of operations or financial position, and the adequacy of the Debtor's liquidity. The forward-looking statements are based upon current information and expectations. Estimates, forecasts and other statements contained in or implied by the forward-looking statements speak only as of the date on which they are made, are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to evaluate and predict. Although the Debtor believes that the expectations reflected in the forward-looking statements are reasonable, parties are cautioned that any such forward-looking statements are not guarantees of future performance, and involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements. Certain important factors that could cause actual results to differ materially from the Debtor's expectations or what is expressed, implied or forecasted by or in the forward-looking statements include developments in the Chapter 11 Case, adverse developments in the timing or results of the Debtor's business plan (including the time line to emerge from chapter 11), the timing and extent of changes in economic conditions, and motions filed or actions taken in connection with the bankruptcy proceedings. Additional factors that could cause actual results to differ materially from the Projections or what is expressed, implied or forecasted by or in the forward-looking statements are stated herein in cautionary statements made in conjunction with the forward-looking statements or are included elsewhere in this Disclosure Statement

***You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.***

### E. Best Interests of Creditors

If a plan is accepted by each class of claims, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the best interests of all holders of claims that are impaired by the plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that all members of an impaired class of claims have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated.

To calculate the probable distribution to holders of each impaired class of claims if the debtor was liquidated under chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor's assets if its chapter 11 case were converted to a chapter 7 case under the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced, first, by the payment of the secured Claim held by Bank of America, N.A., which is secured by a first lien on all of the Debtor's assets, including its accounts receivable, and second, by the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the chapter 7 case and the chapter 11 case. Costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid administrative expenses incurred by the debtors in their chapter 11 case that are allowed in the chapter 7 cases, litigation costs and claims arising from the operations of the debtor during the pendency of the chapter 11 case, including the return of advance customer deposits for services yet to be rendered by the Debtor. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity security interests. The liquidation would also prompt the rejection of the Debtor's executory contracts and unexpired leases and thereby significantly enlarge the total pool of unsecured claims by reason of resulting rejection damages claims.

Once the bankruptcy court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If such probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under the plan, then the plan is not in the best interests of creditors and equity security holders.

It is impossible to determine with certainty the value each holder of a Claim will receive under the Plan. Notwithstanding the difficulty in quantifying recoveries with precision, the Debtor believes that the financial disclosures and projections contained herein imply the greatest potential recovery to holders of Claims in impaired Classes, largely because the vast majority of the Debtor's assets consist of revenues received from services provided. Moreover, the aggregate value of the Debtor's assets in a liquidation, after paying liquidation costs, would not exceed the value of the secured Claim held by Bank of America, N.A. Absent continuity of service, revenues will not exist and the collectability of outstanding receivables will likely deteriorate. Accordingly, the Debtor believes that the "best interests" test of section 1129 of the Bankruptcy Code is satisfied.

## V. EFFECT OF CONFIRMATION OF PLAN

### A. Discharge of Debtor

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to

the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

### B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan. The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

### C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

## VI. OTHER PLAN PROVISIONS

### A. Continued Existence

Except as otherwise provided in the Plan, on the effective date, the Debtor shall continue to exist as a limited liability company organized under the laws of the Commonwealth of Pennsylvania.

### B. Vesting of Assets

Upon the effective date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtor shall vest in the Reorganized Debtor free and clear of all Claims, liens, encumbrances, charges and other interests, except as otherwise specifically provided in the Plan. All liens, Claims, encumbrances, charges and other interests shall be deemed fully released and discharged as of the effective date and, where applicable, receipt of payments provided pursuant to the Plan.

### C. Discharged Claims

Pursuant to section 1141(d) the Bankruptcy Code, confirmation of the Plan and, where applicable, receipt by creditors of payment provided under the Plan, will discharge Claims against the Debtor. No holder of a Claim against the Debtor may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, the Debtor or its property, except as expressly provided herein. Accordingly, except as otherwise provided herein, the order confirming this Plan shall provide, among other things, that no holder of a

Claim against the Debtor may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, the Debtor or its property, except that from and after the date on which this Plan is confirmed, all Persons and Entities who have held, hold, or may hold Claims against the Debtor are permanently enjoined from taking any of the following actions against the Debtor, or its property on account of such Claims: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; and (iv) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; provided, however, that nothing contained herein shall preclude such Persons or Entities from exercising their rights pursuant to and consistent with the terms of the Plan. By accepting distributions pursuant to the Plan, each holder of an allowed Claim shall be deemed to have specifically consented to the injunctions set forth in Article 10.02 of the Plan.

**D. Exculpation and Limitation of Liability**

To the maximum extent permitted by the Bankruptcy Code and applicable law, neither the Debtor nor any Exculpated Person shall have or incur any liability to any Person or Entity, including, without limitation, any Holder of a Claim 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 taken or omission made in connection with, relating to, contemplated by or arising out of, the Chapter 11 case, filing, negotiating, prosecuting, administering, formulating, implementing, soliciting support or acceptance of, confirming or consummating this Plan or the property to be distributed under this Plan, including all activities leading to the promulgation and confirmation of the Plan, the Disclosure Statement (including any information provided or statement made in the Disclosure Statement or omitted therefrom), or any contract, instrument, release or other agreement or document created in connection with or related to the Plan or the administration of the Debtor or this Chapter 11 case, provided, however, that the foregoing exculpation shall not apply to any act of gross negligence or willful misconduct.

**E. Releases by Holders of Claims**

Effective as of the effective date, and except as otherwise provided in the Plan or the order confirming the Plan, in consideration for the obligations of the Debtor under the Plan, each Person or Entity that has held, currently holds or may hold a Claim, and any Person or Entity acting on behalf of such Person or Entity, shall be deemed to have forever waived, released and discharged the Debtor, its Estate, its property, and the Debtor's officers, employees, agents and professionals from any and all Claims, obligations, suits, judgments, damages, rights, causes of action and liabilities whatsoever (other than the right to enforce the performance of the respective obligations of the Debtor under the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the effective date of the Plan in any way relating to the Debtor, the Chapter 11 case, the Plan or the Disclosure Statement other than Claims or liabilities arising out of or relating to any act or omission that constitutes a failure to perform the duty to act in good faith and where such failure to perform

constitutes willful misconduct, gross negligence, or fraud; provided, that Article 10.03(a) of the Plan shall not release any Person or Entity from any Claim or Cause of Action existing as of the effective date, based on (x) the Internal Revenue Code or any other domestic state, city or municipal tax code, (y) any liability that the Person or Entity may have as an owner or operator of real property after Confirmation under the environmental laws of the United States or any domestic state, city or municipality or (z) any criminal laws of the United States or any domestic state, city or municipality.

### F. Injunction

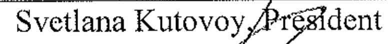
All provisions of the Plan notwithstanding other than with respect to any act of gross negligence or willful misconduct, on the effective date, the order confirming the Plan shall constitute an injunction permanently enjoining any Person or Entity (excluding the Debtor) that has held, currently holds or may hold a Claim, demand, debt, right, cause of action or liability that is released pursuant to Article 10.03 of the Plan from enforcing or attempting to enforce any such Claim, demand, debt, right, cause of action or liability against (1) the Debtor, (2) any member, trustee, officer, employee, agent, advisor, professional, representative or other person acting on behalf of the Debtor, or (3) any of the respective property of any of the foregoing.

## RECOMMENDATION AND CONCLUSION

For all of the reasons set forth in this Disclosure Statement, the Debtor believes that confirmation and consummation of the Plan is preferable to all other alternatives. Consequently, the Debtor urges all holders of Claims in voting Classes to vote to ACCEPT the Plan, and to complete and return their ballots so that they will be RECEIVED on or before October 9, 2017, at 5:00 p.m. prevailing Eastern time.

Dated: July 31, 2017

PATELKA DENTAL MANAGEMENT, LLC



By: ______________________________
Svetlana Kutovoy, President