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

IN RE: :
 : **CHAPTER 11**
CARE FOR YOU HOME MEDICAL :
EQUIPMENT, LLC d/b/a COMMUNITY :
CARE PARTNERS, : **BANKRUPTCY NO. 17-12836(AMC)**
 :
Debtor. :
 :
 :

**DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE
BANKRUPTCY CODE DESCRIBING THE PLAN OF REORGANIZATION
PROPOSED BY CARE FOR YOU HOME MEDICAL EQUIPMENT, LLC
d/b/a COMMUNITY CARE PARTNERS
THE DEBTOR AND DEBTOR -IN-POSSESSION**

**PLEASE READ THIS DISCLOSURE STATEMENT CAREFULLY. THIS DISCLOSURE
STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR
DECISION TO ACCEPT OR REJECT THIS PLAN OF REORGANIZATION. THE
DEBTOR BELIEVES THAT THIS PLAN OF REORGANIZATION IS IN THE BEST
INTEREST OF THE CREDITORS AND THAT THE PLAN IS FAIR AND EQUITABLE.
THE DEBTOR URGES THAT THE VOTER ACCEPT THIS PLAN.**

Dated: 11.13.17

Albert A. Ciardi, III, Esquire
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I. INTRODUCTION

Care for You Home Medical Equipment, LLC d/b/a Community Care Partners (the “Debtor” or “CCP”), provides this disclosure statement (the “Disclosure Statement”) to all of its known Creditors and “Interest Holders” entitled to same pursuant to section 1125 of the United States Code, as amended (the “Bankruptcy Code”) in connection with the fourth amended plan of reorganization (the “Plan”) filed by the Debtor. A copy of the Plan accompanies the Disclosure Statement. The purpose of the Disclosure Statement is to provide creditors of the Debtor with such information as may be deemed material, important and necessary in order to make a reasonably informed decision in exercising the right to vote on the Plan. The capitalized items used in this Disclosure Statement, if not defined herein, shall have the same meaning as indicated in the Plan.

NO REPRESENTATION CONCERNING THE DEBTOR-IN-POSSESSION (INCLUDING THOSE RELATING TO FUTURE OPERATIONS, THE VALUE OF ASSETS, ANY PROPERTY, OR CREDITORS AND OTHER CLAIMS) INCONSISTENT WITH ANYTHING CONTAINED HEREIN HAVE BEEN AUTHORIZED.

On April 24, 2017, the Debtor commenced a bankruptcy case by filing a voluntary petition under chapter 11 of title 11 of the United States Code, as amended (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Pennsylvania under Case No.17-14250. Since the Filing Date, the Debtor has continued in the operation of its business as a Debtor-in-possession pursuant to §§1107(a) and 1108 of the Bankruptcy Code.

A. Purpose of this Document.

This Disclosure Statement summarizes what is in the Plan and tells you certain information relating to the Plan by describing the process that the Court follows in determining whether or not

to confirm the Plan.

READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO KNOW ABOUT:

- (1) WHO CAN VOTE OR OBJECT;**
- (2) THE PROPOSED TREATMENT OF YOUR CLAIM (i.e., what your claim will receive if the Plan is confirmed), AND HOW THIS TREATMENT COMPARES TO WHAT YOU WOULD RECEIVE IN LIQUIDATION;**
- (3) THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING THE BANKRUPTCY;**
- (4) WHAT THE COURT WILL CONSIDER WHEN DECIDING WHETHER TO CONFIRM THE PLAN;**
- (5) THE EFFECT OF CONFIRMATION; AND**
- (6) THE FEASIBILITY OF THE PLAN.**

This Disclosure Statement cannot tell you everything about your rights. You should consider consulting your own attorney to obtain more specific advice on how this Plan will affect you and what is the best course of action for you.

Be sure to read the Plan as well as the Disclosure Statement. Capitalized terms not otherwise defined in this Disclosure Statement shall have the meaning ascribed to them in the Plan. The Plan is the legally operative document regarding the treatment of Claims and Interests and the terms and conditions of the Debtor's reorganization. Accordingly, to the extent that there are any inconsistencies between the Plan and Disclosure Statement, the Plan provisions govern.

Bankruptcy Code Section 1125 requires a disclosure statement to contain "adequate information" concerning the Plan. The term "adequate information" is defined in Bankruptcy

Code section 1125(a) as “information of a kind, and in sufficient detail, “about a debtor and its operations “that would enable a hypothetical reasonable investor typical of holders of claims or interests” of the debtor to make an informed judgment about accepting or rejecting the plan. The Bankruptcy Court has determined that the information contained in this Disclosure Statement is adequate, and it has approved this document in accordance with Bankruptcy Code section 1124.

This Disclosure Statement is provided to each Creditor whose Claim has been scheduled by the Debtor or who has filed a proof of claim against the Debtor and to each interest holder of record as of the date of approval of this Disclosure Statement. 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.

B. Brief Explanation of Chapter 11

Chapter 11 is the principal business reorganization section of the Bankruptcy Code. Pursuant to Chapter 11, a Debtor is permitted to reorganize its business affairs for its own benefit and that of its creditors and other interest holders.

The objective of a Chapter 11 case is the formulation of a plan of reorganization of the Debtor and its affairs. Creditors are given an opportunity to vote on any proposed plan, and the plan must be confirmed by the Bankruptcy Court to be valid and binding on all parties. Once the plan is confirmed, all Claims against the Debtor which arose before the Chapter 11 proceeding was initiated are extinguished, unless specifically preserved in the Plan.

C. Disclaimers

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE PLAN, AND NOTHING CONTAINED IN IT SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY

BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE PLAN OR OTHER LEGAL EFFECTS OF THE REORGANIZATION ON DEBTOR, HOLDERS OF CLAIMS OR INTERESTS, OR THE REORGANIZED DEBTOR. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF AND THE STATEMENTS AND REPRESENTATIONS CONTAINED HEREIN ARE MADE SOLELY BY OR AT THE INSTANCE OF PLAN PROPONENT.

NO REPRESENTATIONS CONCERNING THE PLAN ARE AUTHORIZED BY THE PLAN PROPONENT OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. THE PLAN PROPONENT DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY.

CERTAIN OF THE INFORMATION PROVIDED, BY ITS NATURE, IS FORWARD LOOKING, CONTAINS ESTIMATES AND ASSUMPTIONS WHICH MAY PROVE TO BE FALSE OR INACCURATE AND CONTAINS PROJECTIONS WHICH MAY BE MATERIALLY DIFFERENT FROM ACTUAL FUTURE EXPERIENCES. SUCH ESTIMATES AND ASSUMPTIONS ARE MADE FOR INFORMATIONAL PURPOSES ONLY. PLEASE NOTE THAT THE APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A RULING ON THE MERITS, FEASIBILITY OR DESIRABILITY OF THE PLAN.

II. VOTING PROCEDURE

The Bankruptcy Court reviewed this Disclosure Statement and entered an Order determining that these documents contained "adequate information" such that creditors can meaningfully evaluate the Plan. A copy of the Order approving the Disclosure Statement is

attached. Only after creditors have had an opportunity to vote on the Plan will the Court consider the Plan and determine whether it should be approved or confirmed.

All creditors entitled to vote on the Plan may cast its vote for or against the Plan by completing, dating, signing and causing the Ballot Form accompanying this Disclosure Statement to be returned to the following address in the enclosed envelope:

ALBERT A. CIARDI, III, ESQUIRE
JENNIFER C. MCENTEE, ESQUIRE
Ciardi Ciardi & Astin
One Commerce Square
2005 Market Street, Suite 3500
Philadelphia, PA 19103

BALLOTS MUST BE RECEIVED ON OR BEFORE **5:00 P.M. ON _____**,
2017 TO BE COUNTED IN THE VOTING. BALLOTS RECEIVED AFTER THIS TIME WILL
NOT BE COUNTED IN THE VOTING UNLESS THE COURT SO ORDERS. THE DEBTOR
RECOMMENDS A VOTE "FOR ACCEPTANCE" OF THE PLAN.

A. Persons Entitled to Vote on Plan

Only the votes of classes of Claimants and Interest holders which are impaired by the Plan are counted in connection with confirmation of the Plan. Generally, and subject to the specific provisions of Section 1124 of the Bankruptcy Code, this includes creditors who, under the Plan, will receive less than payment in full of its Claims.

In determining the acceptance of the Plan, a vote will only be counted if submitted by a creditor whose claim is duly scheduled by either of the Debtor as undisputed, non-contingent and unliquidated, or who has timely filed with the Court a proof of claim which has not been objected to or disallowed prior to computation of the votes on the Plan. The Ballot Form does not constitute a proof of claim. If you are in any way uncertain if your Claim has been correctly scheduled, you may check the Debtor's Schedules which are on file in the Bankruptcy Court, but it is suggested that you file a proof of claim. The Clerk of the Bankruptcy Court will not provide this information by telephone.

B. Hearing on Confirmation

The Bankruptcy Court will set a hearing to determine whether the Plan has been accepted by the requisite number of creditors and whether the other requirements for confirmation of the Plan have been satisfied. Each creditor will receive, either with this Disclosure Statement or separately, the Bankruptcy Court's Notice of Hearing on Confirmation of the Plan.

C. Acceptances Necessary to Confirm Plan

At the scheduled confirmation hearing, the Bankruptcy Court must determine, among other things, whether the Plan has been accepted by each impaired class. Under Section 1126 of the Bankruptcy Code, an impaired class is deemed to have accepted the Plan if at least 2/3 in amount and more than 1/2 in number of the Allowed Claims of class members who have voted to accept

or reject the Plan have voted for acceptance of the Plan. Further, unless there is acceptance of the Plan by all members of an impaired class, the Bankruptcy Court must also determine that under the Plan class members will receive property of a value, as of the Effective Date of the Plan, that is not less than the amount that such class members would receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on the Effective Date of the Plan.

D. Confirmation of the Plan without the Necessary Acceptances

The Plan may be confirmed even if it is not accepted by all of the impaired classes if the Bankruptcy Court finds that the Plan, (1) does not discriminate unfairly against such class or classes, (2) such class or classes will receive or retain under the Plan not less than the amount the Claimant would receive if the Debtor were liquidated under Chapter 7; and (3) is fair and equitable as to such class or classes as set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that, among other things, the Claimants must either receive the full value of its Claims or, if they receive less, no class with junior priority may receive anything. If the class of Unsecured Claims does not accept the Plan and the Plan does not propose to pay the class its Allowed Claims in full, no junior class may retain its equity interest, unless the shareholders contribute new money related to its participation in equity. In short, this provision provides that creditors are entitled to priority over stock holders against the property of an insolvent corporation, to the extent of its debts. The stockholder's interest in the property is subordinate to the rights of the creditors; first of secured and then of unsecured creditors.

The Debtor-in-Possession may, at its option, choose to rely upon this provision to seek confirmation of the Plan if it is not accepted by an impaired class or classes of Creditors.

III. BACKGROUND OF THE DEBTOR

A. History of the Debtor and Cause of Bankruptcy

Personal Support Medical Suppliers, Inc. (referred to in this section as “PSMS” or the “Company”) was founded in 2001. In 2004, David Hatooka, together with two partners, acquired and expanded PSMS. At its peak in 2013, PSMS generated in excess of \$7.5MM in revenue and employed 60 people across its offices.

In 2010, PSMS entered into an agreement with United Hayek Companies and, in 2015, Hayek renegotiated the existing agreement reducing PSMS’ overall return on investment and hurting profitability. The continuing growth of PSMS lead to the acquisition of 51% of Care for You Home Medical, LLC d/b/a Community Care Partners (“CCP”) in May of 2015. The remaining 49% of CCP was acquired by PSMS in December 2015. With majority control of CCP, PSMS experienced growth in 2016 evidenced by increasing orders and revenue and collectively assumed more than \$1.3MM in equipment-related debt.

By February 2017 PSMS and United Hayek Companies implemented a separation protocol whereby the parties sought to terminate the existing agreement. Effective the end of March 2017, all existing clients serviced by PSMS were transferred to Hayek, whom in turn reassigned them to another supplier. As part of the Medicare (CMS) Prescription Drug, Improvement, and Modernization Act of 2003 (MMA), the Competitive Bidding Program (CBP) was mandated by Congress. PSMS was not awarded any bids for the Philadelphia marketplace. CCP was awarded one bid in Rochester, New York that expired in July 2016. On January 1, 2016, CMS began the first phase of a two part reimbursement adjustment that applies pricing derived from these highly populated CBAs to all areas of the country without exception for rural America (30% off from Dec 2015 fees). On July 1, 2016, the prices were fully phased in, slashing Medicare reimbursement

by more than 50% on average and as much as 70% in some cases, and already hurting the Debtor's revenue generating abilities. The result for PSMS and CCP was a dramatic decrease in the profitability for large segments of the business. Commercial insurance companies followed CMS cuts and adjusted their fees accordingly. For example, a contracted fee range is 70% highest to 40% lowest of current CMS fee such that, in the beginning of 2016 what was worth \$1.00 to PSMS was worth \$0.35 under Medicare and \$0.25 or less under commercial insurance by the July of 2016.

B. The Future of the Debtor

The Debtor and its affiliate, debtor Personal Support Medical Suppliers, Inc. (17-12833) ("PSMS" and together with CCP, the "Debtors"), compete in an industry that is expected to experience incredible growth as the "Baby Boom" generation ages and requires at-home care. It is also likely that the dislocations currently impacting the industry will create opportunities for remaining Durable Medical Equipment ("DME") companies to expand and improve profitability. The Debtor submits the following revenue opportunities and internal actions, combined with a refinancing of the underlying debt to BB&T, will lead to a successful and efficient emergence from bankruptcy.

Cure Act Payments

- a. Signed into law by President Obama in December 2016, the 21st Century CURES Act includes provisions requiring CMS (Medicare) to make retroactive payments for claims processed between July 1, 2016 and June 30, 2017. Recently CCP's billing company estimated retroactive payments would be approximately \$26,000. Estimates for PSMS are approximately \$50,000. These amounts may increase as the delay in implementation to the current date will

compound the amounts due. CMS is expected to release a new corrected Fee for Service schedule in the near future.

- b. In May of 2017, PSMS received a onetime payment of \$65,000 from an insurance company for claims processed between July 1, 2016 and December 31, 2016 as part of the correction process. It is estimated that retroactive claims currently being processed for this insurance company could be as much as \$75,000 payable in the next sixty days for the period of January 1, 2017 and June 30, 2017.

Traditional Revenue Opportunities

- a. PSMS and CCP are currently pursuing three short-term programs with the expectation of closings occurring in the next sixty to ninety days. These programs are characterized by faster payment for services and fewer rejected claims based on a fixed contracted price. These opportunities represent approximately \$1.8MM in annual revenue and approximately 35% margins while requiring little to no additional capital from the debtors to begin.
- b. The Debtors are pursuing more than a dozen additional longer-term opportunities worth in excess of \$1.5MM in annual revenue and more than \$500,000 in gross profit. Each of the major opportunities within the dozen are all within the Debtors' existing service area and involve insurance companies where the Debtors have existing relationships at the management and sales levels.
- c. The Debtors recently signed contracts to service Western, Central and North Eastern Pennsylvania and expanded their traditional service area into Maryland.

- d. As recently as June 30, 2017, PSMS was asked to restart a program in the Baltimore, Maryland area which is expected to be in excess of \$100,000 in initial revenue and will likely lead to additional service offerings.

All of these opportunities represent revenue and profits in addition to the roughly \$4.1MM in revenue the company expects to achieve in calendar year 2017, and will help the company regain profitability.

Streamlining Internal Operations

- a. PSMS and CCP are streamlining operations to reduce costs and refocus personnel on value-add activities. For example, the Debtors identified \$65,000 in operating cost reductions including the elimination of an internal billing position and reduction in billing software costs.
- b. The Debtors are in the final phases of a program employing technology and an optimized global supply chain, which will dramatically reduce operating costs, increase complete claims percentages, reduce rejected claims, and shorten collections cycles. The technology creates a visual management system for managing local and global resources and allows for immediate feedback on held and pending claims. The new system will also dramatically decrease non-value added processing time. The system is currently in use by the Debtors with full rollout expected by the end of 2017. After the final implementation of this program, cost savings are expected to be \$75,000 - \$100,000 annually.

Unique Product Revenue Opportunities

- a. PSMS has a proven record of accomplishment and reputation for introducing and commercializing new products in the DME/Healthcare space. PSMS is

currently in discussions with manufactures of new technology to bring specialty products to the homecare market.

- b. Because of the complexities facing the industry, opportunities exist to provide easier purchasing opportunities for insurance companies. PSMS is currently in discussions with several insurance companies to create a program that would reduce the processing cost of the insurance company as well benefit PSMS with shorter collections cycles. Timing for rollout of this program could be in the next few weeks.
- c. PSMS has had preliminary discussions to be the distributor of a disruptive sensing technology deployed in germ sensitive areas and designed to cost-effectively reduce exposure to harmful pathogens thereby reducing re-admissions to hospitals.

LIQUIDATION ANALYSIS

See Liquidation Analysis prepared by Debtor attached hereto as **Exhibit "A"**.

C. Management of the Debtor

The Debtor will continue to be managed by David Hatooka post-Confirmation.

D. Significant Events during the Bankruptcy

a. Bankruptcy Proceedings

- i.** The Debtor's Voluntary Chapter 11 Petition is filed on April 24, 2017.
- ii.** The Debtor filed its Schedules of Assets and Liabilities and its Statement of Financial Affairs on May 22, 2017.
- iii.** The Debtor's Section 341 Meeting of Creditors was held and concluded on June 5, 2017.

iv. The Debtor has operated with the consensual use of cash collateral from the Petition Date through the date of the filing of the Plan.

v. The Debtor has filed all of its monthly operating reports in a timely manner and is current with its payment of fees to the Office of the United States Trustee.

b. Actual and Projected Recovery of Preferential or Fraudulent Transfers.

The Debtor submits no fraudulent transfer actions exist as of the time of the filing of the Disclosure Statement.

E. Post Bankruptcy Operations

Since the Filing Date, the Debtor has filed all operating reports and has paid all required fees to the United States Trustee. The Debtor will continue to file all reports and pay all fees as they become due. The Debtor has also taken significant steps to increase its profitability and efficiency. Recognizing the need for immediate action in the face of declining profitability and cash flow, the Debtor's management made the following changes beginning in the third quarter of 2016 to address shortfalls, increase profitability and protect the going concern of the Debtors' combined business:

- a) Switched to a weekly payroll from bi-weekly to reduce the burden on cash flow;
- b) Terminated 6 employees in 2015, 15 employees in 2016, and terminated under-performing sales personnel in 2016-17;
- c) Outsourced billing and collections functions to two billing companies with expertise in the back-office systems used by PSMS and CCP;
- d) Reduced compensation to the management team;
- e) Stopped generating business rendered unprofitable by CMS and Commercial reimbursement changes and exited 6 lines of business;
- f) Completed a preliminary review of all lines of business;
- g) Created cash flow forecasts and priority of payments to better manage dramatically reduced cash flow;

- h) Engaged outside professionals to assist in determining viability of the business and a path forward; and
- i) Implemented IT changes to improve operations functions by creating a new data platform and system workflow automation.

The Debtor has carried these initiatives through the Petition Date and continues to modify operations to achieve maximum efficiency. See **Exhibit B**, Income and Expense Summary of Post-Petition Operations.

F. Projections and Assumptions

Attached hereto as **Exhibit “C”** is the Debtor’s Plan Budget and accompanying Assumptions.

IV. SUMMARY OF PLAN OF REORGANIZATION

A. What Creditors and Interest Holders Will Receive Under the Proposed Plan.

The Plan classifies Claims and Interests in various classes. The Plan states whether each class of Claims or Interests is impaired or unimpaired. The Plan provides the treatment each class will receive. The following is a brief summary of the Plan and is qualified in its entirety by the full text of the Plan itself. The Plan, if confirmed, will be binding upon the Debtor, its creditors and shareholders. All creditors are urged to carefully read the Plan.

B. Unclassified Claims.

Certain types of Claims are not placed into voting classes. They are not considered Impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Proponent has not placed the following Claims in a class:

1. Administrative Expenses and Fees

Administrative expenses are Claims for fees, costs or expenses of administering the Debtor’ chapter 11 cases which are allowed under the Bankruptcy Code section 507(a)(1),

including all professional compensation requests pursuant to section 330 and 331 of the Bankruptcy Code.

i. Time for Filing Administrative Claims

The holder of an Administrative Claim, other than (i) a Fee Claim or (ii) a liability incurred and paid in the ordinary course of business by the Debtor, must file with the Bankruptcy Court and serve on the Debtor and its counsel, notice of such Administrative Claim within (30) days after the Confirmation Date. Such notice must include at minimum (i) the name of the holder of the Claim, (ii) the amount of the Claim and (iii) the basis of the Claim. Failure to file this notice timely and properly shall result in the Administrative Claim being forever barred and discharged. Subcontractors and suppliers providing work on Debtor property are deemed to hold Administrative Claims incurred in the ordinary course of business.

ii. Time for Filing Fee Claims

Professional fees are estimated at \$20,000 for the Debtor. Each professional person who holds or asserts an Administrative Claim that is a Fee Claim incurred before the Effective Date shall be required to file with the Bankruptcy Court a fee application within sixty (60) days after the Effective Date. Failure to file the fee application timely shall result in the Fee Claim being forever barred and discharged.

iii. Allowance of Administrative Claims

An Administrative Claim with respect to which notice has been properly filed pursuant to Section 5.1 (a) the Plan shall become an Allowed Administrative Claim if no objection is filed after thirty (30) days lapses from the filing and service of notice of such Administrative Claim. If an objection is filed within such (30) day period, the Administrative Claim shall become an Allowed Administrative Claim only to the Extent allowed by Final Order.

iv. Payment of Allowed Administrative Claim

Administrative claims, inclusive of professional fees, are estimated at \$40,000 for the Debtor. Each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Claim upon the Effective Date, (ii) such other treatment as may be agreed upon in writing by the Debtor and such holder as long as no payment is made thereon prior to the Effective Date so long as such modification of treatment made by the Debtor and any holder of an allowed administrative claim does not impair any other class, or (iii) as may be otherwise ordered by the Court, provided that an Administrative Claim representing a liability incurred in the ordinary course of business by the Debtor may be paid in the ordinary course of business.

v. Professionals Fees Incurred After the Effective Date

Any professional fees incurred by the Debtor after the Effective Date must be approved by the Debtor and, thereafter, paid. Neither Bankruptcy Court approval, nor consent of creditors whose claims may be impaired by the payment of post-confirmation Professional Fees, is required. Any dispute which may arise with regard to professional fees after the Effective Date shall be submitted to the Bankruptcy Court, which shall retain jurisdiction to settle these types of disputes.

2. Priority Tax Claims. Priority Tax Claims are certain unsecured income, employment and other taxes described by Bankruptcy Code section 507(a)(8). The Bankruptcy Code requires that each holder of such a section 507(a)(8) Priority Tax Claim receive the present value of such Claim in one lump sum if the claim is ultimately allowed after any objection by the Debtor is litigated to conclusion or settled. Therefore, the Reorganized Debtor will pay to the holders of such claims the full amount due and owing, in equal monthly installments, for five years, with interest accruing at the statutory rate as of the Petition Date. As of the time of the filing of this Disclosure Statement, Priority Tax Claims are believed to be approximately \$0.00.

C. Treatment of Classes of Claims

The Plan divides Claims and Interests into twenty-one separate classes. Under the Plan, there is one class of unsecured creditors, one class of equity holders, and nineteen classes of creditors with liens on certain of the Debtor's assets.

Class 1. Unsecured Claims. Class 1 consists of Allowed Unsecured Claims, as set forth in Section 3.1 hereof. Class 1 is Impaired. The Debtor proposes to pay \$25,000 to the holders of Allowed general Unsecured Claims, by distributing \$5,000 on a *pro rata* basis, annually, for five (5) years commencing on the Effective Date. The treatment and consideration to be received by holders of Class 1 Allowed Claims shall be in full settlement, satisfaction, release and discharge of their respective Claims and Liens. This class includes all deficiency Claims and the portion of any Claims of any priority unsecured creditor which is not entitled to priority.

Class 2. Interest Holders. The Class 2 Claims are not Impaired. Class 2 Claims consists of the holders of interests in the Debtor. All existing membership interests shall be retained by the current holders of said Interests but holders of Class 2 Claims will not receive a distribution under the Plan until Class 1 and Classes 3-11 are paid in full.

Class 3. Secured Claim of Ally Auto. Class 3 consists of the secured claim of Ally Auto. The Class 3 Claim is Unimpaired under the Plan. The Class 3 Claim is secured by certain of the Debtor's vehicles and trucks. The Class 3 claim will be paid pursuant to the terms of the existing contracts between Ford Credit and the Debtor.

Class 4. Omitted.

Class 5. Secured Claim of Branch Banking & Trust Company ("BB&T"). Class 5 consists of the secured claim of BB&T. The Class 5 Claim is Impaired under the Plan. The Debtor has reached an agreement with Healthcare Receivables Funding, LLC

(the “Buyer”) for the purchase of the Debtor’s receivables (the “Agreement”). The Agreement provides for the purchase of all the existing, non-Hayek Medical Devices (North America) Ltd. accounts of the Debtor as of the confirmation date (or sooner) for \$50,000. These accounts are subject to the Class 5 BB&T lien. Pursuant to this Plan, BB&T has the option of accepting the offer from the Buyer or credit bidding. Once all such bidding and/or credit bidding has concluded, the final bid amount shall be the Class 5 secured claim and shall be satisfied either by the Buyer or by BB&T. The successful bidder shall acquire all right, title, and interest to the sold accounts.

Class 6. Secured Claim of Financial Pacific Leasing, Inc. Class 6 consists of the secured claim of Financial Pacific Leasing, Inc. specifically related to contracts 015-1224483-302 and 015-1224483-301. The Class 6 Claim is Impaired under the Plan. The Class 6 Claim is secured by certain pieces of the Debtor’s equipment. The collateral securing the Class 6 Claim will be valued by the Bankruptcy Court at the time of Confirmation. The Debtor avers the value of the collateral securing the Class 6 Claim is approximately \$5,245. The value reached by the Bankruptcy Court will become the new Class 6 Secured Claim and will be paid out over five (5) years, on a monthly basis, with interest accruing annually at 4%. Any deficiency will be a Class 1 Unsecured Claim. Based upon its internal valuation of the Class 6 collateral, the Debtor proposes a monthly payment of \$97.00.

Class 7. Secured Claim of Ford Credit. Class 7 consists of the secured claim of Ford Credit. The Class 7 Claim is Unimpaired under the Plan. The Class 7 Claim is secured by certain pieces of the Debtor’s equipment. The holder of the Class 7 Claim will receive regular monthly payments pursuant to the terms of the existing contracts between the Debtor and Ford Credit.

Class 8. Secured Claim of Invacare Corporation. Class 8 consists of the secured claim of Invacare Corporation. The Class 8 Claim is Impaired under the Plan. The Class 8 Claim is secured by certain of the Debtor's Accounts Receivable and inventory items. The collateral securing the Class 8 Claim will be valued by the Bankruptcy Court at the time of Confirmation. The value reached by the Bankruptcy Court will become the new Class 8 Secured Claim and will be paid out over five (5) years, on a monthly basis, with interest accruing annually at 4%. Any deficiency claim shall be treated as Class 1 Unsecured Claim.

Class 9. Secured Claim of Key Bank. Class 9 consists of the secured claim of Key Bank. The Class 9 Claim is Impaired under the Plan. The Class 9 Claim is secured by certain pieces of the Debtor's equipment. The collateral securing the Class 9 Claim will be valued by the Bankruptcy Court at the time of Confirmation. The value reached by the Bankruptcy Court will become the new Class 9 Secured Claim and will be paid out over five (5) years, on a monthly basis, with interest accruing annually at 4%. Any deficiency claim shall be treated as Class 1 Unsecured Claim.

Class 10. Secured Claim of Leaf Capital Funding, LLC. Class 10 consists of the secured claim of Leaf Capital Funding, LLC. The Class 10 Claim is Impaired under the Plan. The Class 10 Claim is secured by certain pieces of the Debtor's equipment. The collateral securing the Class 10 Claim is valued by the Debtor at \$2,500. The collateral securing the Class 10 Claim will be valued by the Bankruptcy Court at the time of Confirmation. The value reached by the Bankruptcy Court will become the new Class 10 Secured Claim and will be paid out over five (5) years, on a monthly basis, with interest accruing annually at 4%. Any deficiency will be a Class 1 Unsecured Claim. Leaf Capital Funding, LLC will receive three monthly payments of \$750.00 from the Debtor and a final monthly payment, in the fourth month, of the balance of

\$250.00.

Class 11. Secured Claim of U.S. Bank Equipment Finance. Class 11 consists of the secured claim of U.S. Bank Equipment Finance. The Class 11 Claim is Impaired under the Plan. The Class 11 Claim is secured by certain pieces of the Debtor's equipment. The collateral securing the Class 11 Claim will be valued by the Bankruptcy Court at the time of Confirmation. The collateral securing the Class 11 Claim has been valued by the Debtor at \$3,723. The value reached by the Bankruptcy Court will become the new Class 11 Secured Claim and will be paid out over five (5) years, on a monthly basis, with interest accruing annually at 4%. Any deficiency will be a Class 1 Unsecured Claim. However, the Debtor proposes to pay twelve monthly payments of \$327.00 with regard to the Class 11 Claim.

D. Provisions for Execution of the Plan

(i) Implementation of the Plan. The Plan will be funded by ongoing operations of the Debtor, carried out by existing management, and the continued efforts of the Debtor and its management to maximize the Debtor's presence in its marketplace while striving to reduce overhead. The Plan will also be funded by the Sale, discussed herein, to the Buyer.

(ii) Execution of Documents. Prior to the Effective Date, the Debtor is authorized and directed to execute and deliver all documents and to take and to cause to be taken all action necessary or appropriate to execute and implement the provisions of this Plan.

(iii) Alterations, Amendments or Modifications. This Plan may be altered, amended, or modified by the Plan Proponent before or after the Confirmation Date, as provided in §1127 of the Bankruptcy Code.

(iv) Disbursing Agent. David Hatooka will act as the Disbursing Agent for the Debtor and will serve without bond.

(v) Final Decree. After final distributions are made, the Debtor shall file a motion to close the case and request that a final decree be issued. The Debtor shall file all interim and final plan implementation reports and pay any fees to the Office of the United States Trustee.

(vi) Retention and Enforcement of Claims. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce any and all claims of the Debtor on behalf of, and as a representative of, the Debtor or its estate, including, without limitation, all Claims arising or assertable at any time under the Bankruptcy Code, including under 11 U.S.C. §§ 510, 542, 543, 544, 545, 547, 548, 549, 550, 552 and 553 thereof.

(vii) Management of the Reorganized Debtor. The day to day operational, business and financial affairs of the Reorganized Debtor shall be managed and controlled by the Reorganized Debtor and its Management who at all times shall act to implement the Plan with the sole goal of maximizing the Distributions to Claimants under the Plan upon Confirmation.

(viii) Treatment of Executory Contracts and Unexpired Leases.

A. Assumption of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, executory contracts and unexpired leases, shall be deemed rejected as of the Effective Date pursuant to sections 365 and 11213 of the Bankruptcy Code, regardless of whether such executory contract or unexpired lease is identified specifically herein, unless such executory contract or unexpired lease (1) was assumed or rejected previously by the Debtor; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject filed on or before the Effective Date; or (4) is specifically identified as an Assumed Executory Contract or Assumed Lease in the Plan. Any motions to assume or reject executory contracts or unexpired leases

pending on the Effective Date shall be subject to approval of the Bankruptcy Court on or after the Effective Date by a Final Order.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions, assumption and assignment or rejections, as applicable, of such executory contracts or unexpired leases as set forth in the Plan pursuant to Sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions, assumptions and assignments or rejections of executory contracts and unexpired leases, pursuant to the Plan, are effective as of the Effective Date. Each executory contract or unexpired lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in and be fully enforceable by the contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under applicable federal law.

To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtor or the Reorganized Debtor, as applicable, reserve the right to alter, amend, modify, or supplement the Plan with regard to specifically rejected executory contracts or unexpired leases at any time through and including 45 days after the Effective Date.

With specific regard to those leases and executory contracts listed on Schedule G, the Debtor assumes the leases and executory contracts listed on Schedule G, attached hereto as **Exhibit “D,”** upon Confirmation.

B. Preexisting Obligations to the Debtor under Executory Contracts and Unexpired Leases.

Rejection of any executory contract or unexpired lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtor under such executory contract or unexpired lease.

C. Rejection of Executory Contracts and Unexpired Leases.

Unless otherwise provided by a final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases, pursuant to the Plan or the Confirmation Order, if any, must be filed and served on the Reorganized Debtor no later than thirty (30) days after the effective date of such rejection.

Any Claims arising from the rejection of an executory contract or unexpired lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtor, the Reorganized Debtor, or its Assets or Property, without the need for any objection by the Debtor or Reorganized Debtor, or further notice to, action, order, or approval of the Bankruptcy Court or any other entity, and any Claim arising out of the rejection of the executory contract or unexpired lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article XIV of the Plan, notwithstanding anything in the Schedules or a Proof of Claim to the contrary.

All Claims arising from the rejection by the Debtor of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim pursuant to Article IV of the Plan and may be objected to in accordance with the provisions of Article IV of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any monetary defaults under each executory contract or unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to Section 365(b)(1) of the Bankruptcy Code, by payment of the default amount on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. In the event of a dispute regarding: (1) the amount of any payments to cure such a default; (2) the ability of the Debtor or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed; or (3) any other matter pertaining to assumption, the cure amount required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption; provided, further, that, notwithstanding anything to the contrary herein, prior to the entry of a Final Order resolving any dispute and approving the assumption and assignment of such executory contract or unexpired lease, the Reorganized Debtor reserves the right to reject any executory contract or unexpired lease which is subject to dispute.

At least fourteen (14) days prior to the deadline for filing objections to the Confirmation of the Debtor’s Plan, the Debtor shall provide for notices of proposed assumption or

assumption and assignment and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court; provided that the Debtor reserves all rights with respect to any such proposed assumption or assumption and assignment and proposed cure amount in the event of an objection or dispute. Any objection by a counterparty to an executory contract or unexpired lease to a proposed assumption or assumption and assignment or related cure amount must be filed, served, and actually received by the Debtor no later than thirty (30) days after service of the notice providing for such assumption or assumption and assignment and related cure amount. Any counterparty to an executory contract or unexpired lease that fails to timely object to the proposed assumption or assumption and assignment or cure amount will be deemed to have irrevocably assented to such assumption or assumption and assignment or cure amount.

Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall constitute and be deemed to constitute the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time prior to the effective date of assumption or assumption and assignment. **Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.**

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each assumed or assumed and assigned executory contract or unexpired lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such executory contract or unexpired lease, and all executory contracts or unexpired leases related thereto, if any, including all easements, licenses, rights-of-way, permits, rights, privileges, immunities, options, rights of first refusal, rights of first offer and any other interests, unless any of the foregoing agreements has been previously rejected or is rejected under the Plan.

Modifications, amendments, supplements, and restatements to prepetition executory contracts or unexpired leases that have been executed by the Debtor during the above-captioned Chapter 11 case shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

(ix) Plan Funding. The Plan will be funded by ongoing operations of the Debtor, carried out by existing management, and the continued efforts of the Debtor and its management to maximize the Debtor's presence in its marketplace while striving to reduce overhead. The Plan will also be funded by the Sale, discussed herein, to the Buyer.

(x) Accounts Receivable Sale. The Debtor has reached an agreement with Healthcare Receivables Funding, LLC (the "Buyer"), (the "Agreement"). The Agreement contains two parts:

Part A is an offer to purchase all of the existing, non-Hayek accounts of the Debtor as of the confirmation date (or sooner) for \$50,000. These accounts are subject to the Class 5 BB&T lien. Pursuant to Class 5, BB&T has the option of accepting the offer from the Buyer or credit bidding. Once all such bidding and/or credit bidding has concluded, the final bid amount shall

become the Class 5 secured claim which shall then be satisfied either by the Buyer or BB&T. The successful bidder shall acquire all right, title, and interest to the sold accounts.

Part B is an offer to purchase all new accounts generated by the Debtor pursuant to the letter of intent attached hereto as **Exhibit E**. The Debtor shall use this financing to continue its operations on a post-confirmation basis.

V. PROVISIONS GOVERNING DISTRIBUTIONS, DISCHARGE AND GENERAL PROVISIONS

A. Distributions

The Debtor shall make all payments pursuant to the Plan and shall have the sole and exclusive right to make the distributions required by the Plan.

1. Delivery of Distributions

Distributions and deliveries to holders of Allowed Claims will be made at the addresses set forth on the proofs of claim filed by the holders (or at the last known address). If any holder's distribution is returned as undeliverable, no further distributions to the holder will be made unless and until the Reorganized Debtor is notified of the holder's then current address, at which time all missed distribution will be made to the holder without interest. After one year from the payment date all unclaimed property will become property of the Reorganized Debtor, and the Claim of any holder with respect to such property will be discharged and forever barred.

2. Means of Cash Payment

Payments made pursuant to the Plan will be in United States funds, by check drawn on a domestic bank or by wire transfer from a domestic bank. All distributions will be made by Debtor.

3. Time Bar to Cash Payments

Checks issued by the Debtor in payment of Allowed Claims will be null and void if not cashed within ninety (90) days of the date of its issuance. Requests for re-issuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to which the check originally was issued. Any Claim relating to a voided check must be made on or before the later of (i) the first anniversary of issuance, or (ii) ninety (90) days after the date the check was voided. After that date, all Claims relating to a voided check will be discharged and forever barred and shall be re-vested in the Reorganized Debtor.

4. Setoffs

The Debtor may, but will not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of the Claim, any Claims of any nature whatsoever the Debtor may have against the Claimant, but neither the failure to do so nor the allowance of any Claim hereunder will constitute a waiver of release by the Debtor of any such claim the Debtor may have against such Claimant.

5. De Minimis Distributions

No payment of less than twenty-five dollars (\$25.00) will be made by the Disbursing Agent to any creditor unless a request is made in writing to the Reorganized Debtor to make such a payment by the Effective Date of the Plan.

6. Saturday, Sunday or Legal Holiday

If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but will be deemed to have been completed as of the required date.

B. Confirmation/Miscellaneous

1. Except as may be otherwise provided herein, upon the Confirmation Date, all Claims against the Debtor and Debtor-in-Possession shall be satisfied, discharged and released in full; and all holders of Claims and Creditors shall be precluded from asserting against the Debtor, its assets, properties or interest held by it, any other future Claim based upon any transaction or occurrence of any nature that occurred prior to the Confirmation Date.

2. Upon confirmation, title to all assets and properties whatsoever of the Debtor and the Debtor-in-Possession shall be retained by and revested in the Reorganized Debtor free and clear of Claims, Liens, encumbrances, security and equitable interests, except as may be otherwise provided by this Plan. The order confirming the Plan shall be a judicial determination of the discharge of the liabilities of a Claim against the Debtor and Debtor-in-Possession, except only as may be otherwise provided for this Plan. Confirmation of the Plan shall satisfy all Claims arising out of any Claim settled and satisfied under the terms of the Plan.

3. After the Effective Date, the Reorganized Debtor shall be entitled to operate its property without any restrictions of the Bankruptcy Code and without any supervision of the Bankruptcy Court.

4. Any check, including interest earned, that is unclaimed for ninety (90) days after distribution will be deemed null and void. Requests for re-issuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to which the check originally was issued. Any Claim relating to a voided check must be made on or before the later of (i) the first anniversary of the Effective Date, or (ii) ninety (90) days after the date the check was voided. After the date, all Claims relating to a voided check will be discharged and forever barred and shall be revested in the Reorganized Debtor.

5. No default shall be declared under this Plan, unless any payment due under this Plan shall not have been made within thirty (30) days after written notice to the Debtor and counsel for the Debtor of failure to make payment when due under the Plan.

VI. EFFECTS OF CONFIRMATION

A. Discharge of Claims; Injunction

Except as otherwise expressly provided in the Plan, the entry of the Confirmation order shall act to, among other things, permanently enjoin all Persons who have held, hold or may hold Claims of or Interests in the Debtor as of the Confirmation Date (a) from commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Interest against the Debtor, (b) from the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtor or the Property of the Debtor with respect to any such Claim or Interest, (c) from creating, perfecting or enforcing any encumbrance of any kind against the Debtor thereof, or against the property of the Debtor with respect to any such Claim or Interest, (d) from creating, perfecting or enforcing any encumbrance of any kind against the Debtor thereof, or against the property of the Debtor with respect to any such Claim or Interest, and (e) from asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due from the Debtor thereof, or against the property of the Debtor, with respect to any such Claim or Interest. To the extent, however, that the Debtor defaults under the terms of the Plan and such default is not cured within ten (10) days after the Debtor and its counsel receive notice of the default as provided under Section 8.3 of the Plan, the injunction shall be void solely to allow plan enforcement.

B. Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in Chapter 11 cases pursuant to section 362(a) of the Bankruptcy Code or otherwise, shall remain in full force and effect until the Effective Date at which time the injunction under section VIII a shall be in force.

C. No Interference with Plan

No entity may commence or continue any action or proceeding, or perform any act to interfere with the implementation and consummation of the Plan and the payments to be made hereunder.

VII. CRAMDOW PROVISIONS AND CONFIRMATION REQUEST

In the event that sufficient votes to confirm said Plan are not received, the Debtor requests confirmation of the Plan pursuant to the provisions to the provisions of section 1129(b) of the Bankruptcy Code.

VIII. MODIFICATION OF THE PLAN

A. Modification and Amendments, Generally. Except as otherwise specifically provided in the Plan, the Debtor reserves the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, unless otherwise ordered by the Bankruptcy Court, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtor expressly reserves the right to alter, amend, or modify the Plan with respect to the Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect

or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XI of the Plan.

B. Pre-Confirmation Modification At any time before the Confirmation Date, the Plan may be modified by the Proponent, provided that the Plan, as modified, does not fail to meet the requirements of sections 1122 and 1123 of the Bankruptcy Code. In the event that there is a modification of the Plan, then the Plan as modified shall become the Plan.

C. Pre-consummation Modification. At any time after the Confirmation Date of the Plan, but before substantial consummation of the Plan, the Plan may be modified by the Proponent, provided that the Plan, as modified, does not fail to meet the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Plan, as modified under this section, becomes a Plan only if the Court, after notice and hearing, confirms such Plan, as modified, under section 1129 of the Bankruptcy Code.

D. Non-Material Modifications. At any time, the Proponent may, without the approval of the Court, so long as it does not materially or adversely affect the interest of Creditors, remedy any defect or omission, or reconcile any such inconsistencies in the Plan or in the Confirmation Order, as such matters may be necessary to carry out the purposes, intent and effect of this Plan.

E. Revocation or Withdrawal of the Plan. The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing

or limiting to an amount certain of any Claim or Class of Claims), assumption or rejection of executory contracts or unexpired leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any claims held by the Debtor, Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtor or any other entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtor or any other entity.

IX. RETENTION OF JURISDICTION

The Court shall retain jurisdiction of the case after the Confirmation Date for the following purposes:

- (a) to determine any and all objections in the allowance of claims and amendments to schedules;
- (b) to classify the Claim of any Creditor and to re-examine Claims which have been allowed for purposes of voting, to determine such objections as may be filed to Claims;
- (c) to determine any and all disputes arising under or in connection with the Plan, the sale of any of the Debtor's assets, collection or recovery of any assets;
- (d) to determine any and all applications for allowance of compensation and reimbursement of expenses herein;
- (e) to determine any and all pending applications for rejections of executory contracts and unexpired leases and the allowance of any claims resulting from the rejection thereof or from the rejection of executory contracts or unexpired leases pursuant to the Plan;
- (f) to determine any and all applications, adversary proceedings and contested and litigated matters pending in the case as of , or after, the Confirmation Date;

(g) to determine any and all proceedings for recovery of payments pursuant to any Cause of Action;

(h) to modify any provision of the Plan to the full extent permitted by the Bankruptcy Code;

(i) to correct any defect, cure any omission or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes intent and effect of the Plan;

(j) to determine such other matters which may be provided for in the Confirmation Order as may be authorized under the provisions of the Bankruptcy Code;

(k) to enforce all provisions under the Plan; and

(l) to enter any order, including injunctions, necessary to enforce the terms of the Plan, the powers of the Debtor under the Bankruptcy Code, this Plan and as the Court may deem necessary.

X. CAUSES OF ACTION

A. Suits, Etc.

The Debtor reserves the right to initiate or continue any litigation or adversary proceeding permitted under the Bankruptcy Code and applicable Federal Rules of Bankruptcy Procedure with respect to any Cause of Action, except if provided to the contrary herein.

B. Powers

The Debtor shall have the right to settle, compromise, sell, assign, terminate, release, discontinue or abandon any cause of action from time to time in its discretion.

XI. OBJECTIONS TO CLAIMS

A. Objection to Claims

Notwithstanding the occurrence of the Confirmation Date or the Effective Date, the Debtor may object to the allowance of any claim not previously allowed by final order whether or not a Proof of Claim has been filed and whether or not the Claim has been filed and whether or not the Claim has been scheduled as non-disputed, non-contingent and liquidated. All such objections shall be filed within sixty (60) days of the Effective Date.

B. Contested Claims

Notwithstanding any other provision of this Plan, a Contested Claim will be paid only after allowance by the Court or upon stipulation of the Debtor and the Claimant involved, as approved by the Court. If allowed, the Contested Claim will become an Allowed Claim and shall be paid on the same terms as if there had been no dispute. The need for resolution of Contested Claims will not delay other payments under the Plan. No distribution shall be made to a Contested Claim until it is Allowed.

XII. CHOICE OF LAW

Except to the extent superseded by the Bankruptcy Code or other federal law, the rights, duties and obligations arising under the Plan shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the choice of law rules thereof.

XIII. EXCULPATION

Following the Effective Date, neither the Debtor nor any of its officers, directors, members, employees or agents, nor any professional persons employed by any of the foregoing parties, shall have or incur any liability or obligation to any entity for any action taken at any time

or omitted to be taken at any time in connection with or related to the formation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the Disclosure Statement or any agreement or document created or entered into, or any action taken or omitted to be taken in connection with the Plan or this Chapter 11 case; provided, however, that the provisions of this article shall have no effect on the liability of any entity that would otherwise result from action or omission to the extent that such action or omission is determined in a Final Order to have constituted gross negligence or willful misconduct.

XIV. MISCELLANEOUS

A. Payment of Statutory Fees

All fees payable pursuant to section 1930 of Title 28 of the United States Code, as determined by the Court at the hearing pursuant to section 1128 of the Bankruptcy Code, will be paid on or before the Effective Date. Moreover, all post-confirmation quarterly fees shall be paid by the Reorganized Debtor as and when they become due until the Bankruptcy Case is closed.

B. Discharge of Debtor

The rights afforded in the Plan and the treatment of all Claims and Equity Interests in the Plan shall be in exchange for and in complete satisfaction, discharge, and release of Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor, any of its assets or properties and the Debtor' Estate. Except as otherwise provided in this Plan (i) on the Effective Date, all Claims against and Interests in the Debtor will be satisfied, discharged and released in full and (ii) all Persons shall be precluded from asserting against Debtor, its successors, or its assets or properties any other or further Claims or Interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred before the Confirmation Date.

Notwithstanding the foregoing, the discharge granted by 11 U.S.C. §1141(d) is modified as to the secured or priority tax debt provided for in this Plan, and the discharge of any secured or priority tax debt under this Plan shall not be effective until all secured or priority taxes provided for in the Plan have been paid in full.

C. Discharge of Claims

Except as otherwise provided in this Plan or in the Confirmation Order, the rights afforded in this Plan and the payments and distributions to be made under the Plan shall be in complete exchange for, and in full satisfaction, discharge and release of, all existing debts and Claims of any kind, nature or description whatsoever against the Debtor, the Estate or any of its assets or properties; and upon the Effective Date, all existing Claims against the Debtor, the Estate and all of its assets and properties will be, and be deemed to be, exchanged, satisfied, discharged and released in full; and all holders of Claims will be precluded from asserting against Reorganized Debtor, its successors or its Assets or properties any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred before the Confirmation Date, whether or not the holder filed a proof of claim.

D. Effect of Confirmation Order

Except as provided for in this Plan, the Confirmation Order will be a judicial determination of discharge of the Debtor from all debts that arose before the Confirmation Order and any liability on a Claim that is determined under section 502 of the Bankruptcy Code as if such Claim had arisen before the Confirmation Date, whether or not a proof of claim based on any such date or liability is filed under section 501 of the Bankruptcy Code and whether or not a Claim based on such debt or liability is allowed under section 502 of the Bankruptcy Code.

E. Severability

Should any provision in this Plan be determined to be unenforceable, that determination will in no way limit or affect the enforceability and operative effect of any provision of the Plan.

F. Successors and Assigns

The rights and obligations of any person named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of that Person.

G. Binding Effect

The Plan will be binding upon and inure to the benefit of the Debtor, its Creditors, the holders of Equity Interests, and its respective successors and assigns.

H. Governing Provisions

Where a provision of this Plan contains a summary or description of one or more provision of any of the documents attached to the Plan as an Exhibit that conflicts or appears to conflict with any such provision of an Exhibit, the provision of the Exhibit will govern.

I. Filing of Additional Documents

On or before substantial consummation of this Plan, the Debtor will file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

J. Withholding and Reporting Requirements

In connection with the Plan and all instruments issued and distributions made pursuant to the Plan, the Debtor will comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions made pursuant to the Plan will be subject to any such withholding and reporting requirements.

**CARE FOR YOU HOME MEDICAL
EQUIPMENT, LLC d/b/a COMMUNITY
CARE PARTNERS**

/s/ David Hatooka
David Hatooka, President

Dated:

CIARDI CIARDI & ASTIN

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