

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

**In re:**

**TNTMD, P.A.  
dba Tillis Eye Care Center**

**CASE NO.: 3:20-bk-00291  
Chapter 11**

**Debtor.**

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**DEBTOR-IN-POSSESSION'S  
COMBINED DISCLOSURE STATEMENT  
AND CHAPTER 11 PLAN OF REORGANIZATION**

Dated: May 12, 2020

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## INTRODUCTION

TNTMD, P.A., a Florida Professional Association (the “**DIP**”), in its capacity as the Debtor and Debtor-In-Possession in this case, proposes the following plan of reorganization to resolve outstanding claims against the Debtor in this case under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”).

THE INFORMATION CONTAINED IN THIS COMBINED DISCLOSURE STATEMENT AND CHAPTER 11 PLAN (THE “**PLAN**”) IS INCLUDED FOR THE PURPOSE OF SOLICITING ACCEPTANCES OF THIS PLAN. THE INFORMATION CONTAINED IN THIS PLAN MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THIS PLAN. NO ENTITY, OTHER THAN THE DIP, MAY GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS COMBINED PLAN AND DISCLOSURE STATEMENT, REGARDING THIS PLAN OR THE SOLICITATION OF ACCEPTANCES OF THIS PLAN.

The DIP is the proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. Subject to certain restrictions and requirements set forth in this Plan and in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, The DIP reserves the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation in accordance with the terms of this Plan, the Confirmation Order, and the Bankruptcy Code.

All holders of claims and interests are encouraged to read this Plan and the accompanying materials in their entirety before voting to accept or reject this Plan. No materials, other than the exhibits, appendices, or schedules attached to or referred to in this Plan have been approved by the DIP in soliciting acceptances of this Plan.

## **ARTICLE I** **DEFINED TERMS, RULES OF** **INTERPRETATION AND COMPUTATION OF TIME**

### **1.1 Defined Terms**

As used in this Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

**a. “Administrative Claim”** means a Claim for costs and expenses of administration allowed under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date to preserve the Estate and operate the business of the Debtor, including Claims based

on liabilities incurred by the Debtor in the ordinary course of their business (b) Professional Fee Claims; and (c) U.S. Trustee Fees.

**b. “Administrative Claim Bar Date”** means the date established by Local Rule 3071-1 by which all requests for payment of Administrative Claims are required to be filed with the Bankruptcy Court.

**c. “Allowed”** means a Claim that is allowed pursuant to the terms of this Plan.

**d. “Allowed Class . . . Claim”** means an Allowed Claim in the particular Class described in this Plan.

**e. “Assets”** means all property of the Estate within the meaning of section 541 of the Bankruptcy Code, of any nature whatsoever, including, without limitation, all property, real and personal, tangible and intangible, wherever situated, as such property exists on the Effective Date or thereafter.

**f. “Bankruptcy Case”** means the Chapter 11 case pending for the Debtor in the Bankruptcy Court.

**g. “Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect or hereafter amended, as applicable to the Bankruptcy Case.

**h. “Bankruptcy Court”** means the United States Bankruptcy Court for the Middle District of Florida.

**i. “Bankruptcy Rules”** means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended, as applicable to the Bankruptcy Case.

**j. “Bar Date”** means the applicable bar date by which a proof of Claim must be or must have been filed, as established by an order of the Bankruptcy Court, including a Bar Date Order and the Confirmation Order.

**k. “Bar Date Order”** means any order of the Bankruptcy Court establishing Bar Dates for filing proofs of Claims in the Bankruptcy Case.

**l. “Business Day”** means any day, other than a Saturday, Sunday or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

**m. “Cash”** means the legal tender of the United States of America.

**n. “Claim”** means a “claim,” as defined in section 101(5) of the Bankruptcy Code.

**o. “Class”** means a class of Claims as described in Article II.

**p.** “**Confirmation**” means the entry of the Confirmation Order on the docket of the Bankruptcy Court.

**q.** “**Confirmation Date**” means the date on which the Bankruptcy Court enters the Confirmation Order on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

**r.** “**Confirmation Hearing**” means the hearing(s) held by the Bankruptcy Court concerning Confirmation of this Plan, including all hearings under Section 1129 of the Bankruptcy Code, as such hearings may be continued from time to time.

**s.** “**Confirmation Order**” means the order or orders of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

**t.** “**Creditor**” means the holder of a Claim.

**u.** “**Debtor**” has the meaning set forth in the introductory paragraph of this Plan.

**v.** “**Distribution**” shall mean funds to be paid or instruments to be issued to holders of Claims and Interests pursuant to this Plan.

**w.** “**Distribution Date**” shall mean the dates upon which Distributions may be made pursuant to this Plan.

**x.** “**Effective Date**” means the date upon which the last of the conditions precedent to the occurrence of the Effective Date set forth in Article IX of this Plan occurs.

**y.** “**Entity**” means an individual, partnership, corporation, joint-stock company, unincorporated company or association, business trust, limited partnership, limited liability company or other business entity.

**z.** “**Equity Claim**” means a legal, equitable or contractual Claim arising from any share or other stock ownership interest in the Debtor.

**aa.** “**Estate**” means the estate created for the Debtor in the Bankruptcy Case pursuant to section 541 of the Bankruptcy Code.

**bb.** “**Executory Contract or Unexpired Lease**” means a contract or lease to which the Debtor is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code.

**cc.** “**Final Order**” means an order or judgment of the Bankruptcy Court as entered on the docket that has not been reversed, stayed, modified, or amended, and respecting which the time to appeal, petition for certiorari or seek reargument, review or rehearing has expired, and as to which no appeal, reargument, petition for certiorari, review

or rehearing is pending, or as to which any right to appeal, reargue, petition for certiorari or seek review or rehearing has been waived in writing in a manner satisfactory to the DIP, or, if any appeal, reargument, petition for certiorari, review or rehearing thereof has been denied, the time to take further appeal or to seek certiorari or further rehearing, review or reargument has expired. If any provision of this Plan requires the entry of a Final Order as a condition to the occurrence or performance of an act, the DIP may waive such requirement in accordance with this Plan with Court approval.

**dd. “General Unsecured Claim”** means an Unsecured Claim that is not an Administrative Claim, a Cure Amount Claim, an Equity Claim, a Priority Claim, a Priority Tax Claim, or a Secured Claim.

**ee. “Interest”** means: (a) any share or other ownership interest in the Debtor, whether or not transferable or denominated “stock,” or similar security and (b) any Equity Claim.

**ff. “Petition Date”** means January 29, 2020.

**gg. “Post-Confirmation Administrative Claim”** shall mean a Claim for services rendered or expenses incurred after the Effective Date in connection with this Bankruptcy Case.

**hh. “Plan”** means this Combined Disclosure Statement and Chapter 11 Plan of Reorganization filed by the DIP, as the same may be amended, modified or supplemented.

**ii. “Priority Claim”** means a Claim against the Debtor that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim or a Priority Tax Claim.

**jj. “Priority Tax Claim”** means a Claim arising under federal, state or local Tax laws that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

**kk. “Professional”** means any professional employed in the Bankruptcy Case pursuant to sections 327 or 1103 of the Bankruptcy Code or any Professional or other Entity seeking compensation or reimbursement of expenses in connection with the Bankruptcy Case pursuant to section 503(b)(4) of the Bankruptcy Code.

**ll. “Professional Fee Claims”** mean the Claims of (a) any Professional in the Bankruptcy Case pursuant to sections 330 or 1103 of the Bankruptcy Code or (b) any Professional or other Entity seeking compensation or reimbursement of expenses in connection with the Bankruptcy Case pursuant to sections 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code.

**mm.** “**Schedules**” means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtor, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

**nn.** “**Secured Claim**” means a Claim against the Debtor for extensions of credit to the Debtor that is secured by a lien on property in which the Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the holder of such Claim’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) and, if applicable, 1129(b) of the Bankruptcy Code.

**oo.** “**Substantial Consummation**” shall mean that this Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

**pp.** “**Tax**” means: any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority.

**qq.** “**U.S. Trustee Fees**” means all fees and charges assessed against the Estate under Chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.

## **1.2 Rules of Interpretation and Computation of Time**

### **a. Rules of Interpretation**

For purposes of this Plan, unless otherwise provided herein: (i) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (ii) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (iii) any reference in this Plan to an existing document means such document as it may have been or may be amended, modified or supplemented pursuant to this Plan or Confirmation Order; (iv) any reference to a Creditor includes that Entity’s successors and assigns; (v) all references in this Plan to Sections and Articles are references to Sections and Articles of this Plan; (vi) the words “herein,” “hereunder” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (vii) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (viii) subject to the provisions of any contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, the rights and obligations arising under this Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (ix) the rules of construction set forth in section 102 of the Bankruptcy Code will apply.

**b. Computation of Time**

In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

**ARTICLE II**  
**CLASSES OF CLAIMS AND INTERESTS**

All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims, as described in Section 3.1, have not been classified and thus are excluded from the Classes. A Claim or Interest is classified in a particular Class only to the extent the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes.

**Class 1** consists of the Claims of the Ameris Bank.

**Class 2** consists of the Secured Claim of Divergent Capital, Inc.

**Class 3** consists of the Claim of the Internal Revenue Service.

**Class 4** consists of the General Unsecured Claims.

**Class 5** consists of the Equity Holders/Insiders.

**ARTICLE III**  
**TREATMENT OF CLAIMS AND INTERESTS**

**3.1 Unclassified Claims**

**a. Payment of Administrative Claims**

**(i) Administrative Claims in General**

Except as otherwise provided herein or unless otherwise agreed by the holder of an Administrative Claim and the Debtor-In-Possession, each holder of an Allowed Administrative Claim will receive from the Debtor-In-Possession, in full satisfaction of its Administrative Claim, cash equal to the allowed amount of such Administrative Claim either (A) on the Distribution Date or (B) if the Administrative Claim is not allowed as of the Effective Date, within 30 days after the date on which (i) an order allowing such Administrative Claim becomes a Final Order or (ii) a stipulation of amount is executed by the Debtor-In-Possession and the holder of the Administrative Claim.

**(ii) U.S. Trustee Fees**

On the Distribution Date, the Debtor-In-Possession shall pay to the United States Trustee the United States Trustee Fees then due and owing and simultaneously provide to the U.S. Trustee an appropriate affidavit indicating cash disbursements for all relevant periods. Notwithstanding anything contained in this Plan to the contrary, the Debtor-In-Possession shall further pay the United States Trustee Fees to the United States Trustee after the Effective Date, for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of this Case by the issuance of a Final Decree by the Court, or upon entry of an order of this Court dismissing this Case, or converting this Case to another chapter under the Bankruptcy Code. The Debtor-In-Possession shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating disbursements for the relevant periods.

**(iii) Ordinary Course Liabilities**

Allowed Administrative Claims based on liabilities incurred by the Debtor-In-Possession in the ordinary course of its business will be paid by the Debtor-In-Possession pursuant to the terms and conditions of the particular transaction giving rise to such Administrative Claims.

**(iv) Bar Dates for Administrative Claims**

Except as otherwise provided herein, requests for payment of Administrative Claims must be filed and served on the Debtor-In-Possession in accordance with Bankruptcy Rule 3071-1. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims and that do not file and serve such a request by such date will be forever barred from asserting such Administrative Claims against the Debtor, or their Assets and such Administrative Claims will be deemed waived and released as of the Effective Date.

**b. Payment of Priority Tax Claims**

**(i) Priority Tax Claims**

Each holder of an Allowed Priority Tax Claim shall be paid as set forth in the bankruptcy code or provided below.

**(ii) Other provisions regarding treatment of Priority Tax Claims**

Holders of Allowed Priority Tax Claims shall not be entitled to receive any payment on account of any penalty arising with respect to or in connection with an Allowed Priority Tax Claim. The holder of an Allowed Priority Tax Claim will not be entitled to assess or attempt to collect such penalty from the Debtor or the Debtor's Assets.



### 3.2 Classes of Claims

#### a. Class 1 (Ameris Bank):

Class 1 consists of the Claims of Ameris Bank. In full satisfaction of its Class 1 Claims, the Debtor will make monthly payments based upon the terms agreed to as attached to the Motion for Approval of Stipulation and Agreement (Doc. No. 48) and Order Approving Compromise.

There are no pre-payment penalties on this Class. Ameris Bank may provide new loan documents consistent with the above for execution. Ameris Bank retains its lien to the same extent it had pre-petition as modified in the Stipulation between the parties.

*Voting/Lien: Class 1 is impaired and therefore is entitled to vote on this Plan. Ameris Bank retains its lien to the same extent it had pre-petition as modified in the Stipulation between the parties.*

#### b. Class 2 (Divergent Capital, Inc.):

Class 2 consists of the Secured Claim of Divergent Capital, Inc. In full satisfaction of its Class 2 Claims, the Debtor will make monthly payments based upon the terms agreed to as attached to the Motion for Approval of Stipulation and Agreement (Doc. No. 42) and Order Approving Compromise.

*Voting/Lien: Class 2 is impaired and therefore is entitled to vote on this Plan. Divergent Capital, Inc. retains its lien to the same extent it had pre-petition as modified in the Stipulation between the parties.*

#### c. Class 3 (Internal Revenue Service):

Class 3 consists of the Priority Claim of the Internal Revenue Service. In full satisfaction of its Class 3 Claims, the Debtor shall pay the full priority portion of the claim in equal monthly payments over sixty (60) months from the Petition Date with 4% interest per annum. There are no pre-payment penalties on this Class. The remaining unsecured portion of the claim shall receive distribution in Class 4 below.

*Voting: Class 3 is unimpaired and therefore is not entitled to vote on this Plan.*

**d. Class 4 (General Unsecured Creditors):**

Class 4 consists of the All General Unsecured Creditors as provided on the attached Claims Breakdown. In addition, this Class includes the unsecured portion of claims as stated above and Proof of Claim 9 filed by Bankers Healthcare Group, LLC. In full satisfaction of Class 4 Claims, the Debtor will pay \$3,000.00 a quarter on a pro rata basis for sixty (60) months. There are no pre-payment penalties on this Class.

*Voting: Class 4 is impaired and therefore is entitled to vote on this Plan.*

**e. Class 5 (Equity Holders/Insiders):**

Class 5 consists of any claim held by Equity Holders/Insiders. Equity Holders and Insiders will receive no distribution under this Plan but will retain the same ownership as they did prior to the Petition Date.

*Voting: Class 5 is unimpaired and therefore is not entitled to vote on this Plan.*

**ARTICLE IV  
ACCEPTANCE OR REJECTION OF THIS PLAN**

**4.1 All Impaired Classes of Claims Entitled to Vote**

Three classes are impaired under this Plan. Therefore, there are three classes entitled to vote.

**4.2 Deemed Acceptance by Classes**

Two classes are unimpaired under the Plan and therefore are deemed to have accepted the Plan.

**ARTICLE V  
MEANS FOR IMPLEMENTATION OF THIS PLAN**

**5.1 Means.** Given the refined debt service as provided in this Plan, the Debtor will continue its operations which will cover the required new debt service payments.

**5.2 Revesting of Assets**

Pursuant to Section 1141 of the Bankruptcy Code, the property of the Estate of the Debtor shall vest in the Debtor.

**ARTICLE VI**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**6.1 Assumed Executory Contracts and Unexpired Leases**

The Debtor expressly rejects any other lease/executory contract that has not already been either assumed or rejected through separate Motion or that is not listed below. The Debtor reserves the right to file a separate Motion for Assumption/Rejection up and through the entry of a Final Decree.

**ASSUMED LEASES: Dex Imaging, Copier Lease and TNTMD, LLC, Business Condo Leases.**

**ARTICLE VII**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**7.1 Maintenance of Causes of Action**

Unless expressly waived or released by the Debtor, the Debtor shall retain any cause of action, including but not limited to avoidance or recovery actions under §§ 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, or may litigate any other causes of action, rights to payments, or Claims that may belong or have belonged to the Debtor. Persons subject to a successful avoidance action may file a Claim, as appropriate, within such time as is established by the Bankruptcy Court.

**7.2 Avoidable Transfers and Potential Adversary Proceedings**

The DIP does not believe that there are any preferential transfers that could be clawed back. Should the DIP determine that any preferential transfers do exist. The DIP will make the ultimate determination of the recoverability of the transfers and will decide whether or not to pursue the litigation. This Court will have all jurisdiction to determine this litigation, if brought.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

**8.1 Definitions and Rules of Construction.** The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when the terms defined or construed in the Code are used in this Plan.

**8.2 Effective Date of Plan.** The effective date of this Plan is the fifteenth business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect and provided that the confirmation order has not been vacated the effective date will be on the fifteenth business day once the confirmation order becomes final and non-appealable.

**8.3 Severability.** If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

**8.4 Binding Effect.** The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of each entity.

**8.5 Captions.** The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

**8.6 Controlling Effect.** Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

**8.7 Successors and Assigns.** The rights, benefits and obligations of any Entity named or referred to in this Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

**8.8 Savings Clause.** Any minor defect or inconsistency in the Plan may be corrected or amended by the Confirmation Order.

**8.9 Remedy of Defects.** After the Effective Date, the Debtor may, with approval of the Court, and so long as it does not materially and adversely affect the interests of Creditors or holders of Interests, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of this Plan.

## **ARTICLE IX** **DISCHARGE**

**9.1 Discharge.** On the confirmation date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this 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 will not be discharged of any debt: (i) imposed by this 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).

## **ARTICLE X** **OTHER PROVISIONS**

**10.1 Payments.** Payments to the various Classes under this Plan shall commence on the first (1<sup>st</sup>) day of the month after the date that the Plan becomes final and non-appealable unless otherwise specifically stated with respect to treatment of each particular class. Payments to General Unsecured Creditors will begin on the first (1<sup>st</sup>) day of November 2020.

**10.2 De Minimus Distributions.** Ratable distributions to holders of Allowed Claims will not be made if such distribution will result in a distribution amount of less than \$50.00, unless a request thereto is made in writing to the Debtor.

**10.3 Delivery of Distributions.** Subject to Bankruptcy Rule 9010, distributions to holders of Allowed Claims will be made by mail (1) at the address of each such holder as set forth on the proofs of claim filed by such holders, (2) at the address set forth in any written notice of address change delivered to the Debtor after the date of any related proof of claim; or (3) at the address reflected in the Schedule of Assets and Liabilities filed by the Debtor if no proof of claim is filed and the Debtor has not received a written notice or address change. If any Claimholder's distribution is returned as undeliverable, no further distributions to such holder will be made unless and until the Debtor is notified in writing of such Claimholder's then current address. Any distributions missed because of the payments being returned as undeliverable consistent with this paragraph are deemed abandoned by the creditor and shall not be replaced.

**10.4 Claim Transfers.** The Debtor may, but shall have no obligation to recognize the transfer of, or the sale of, any Allowed Claim that occurs after the Effective Date and will be entitled for all purposes herein to recognize and make distributions only to those holders of Allowed Claims that are holders of such Claims, or participants therein, as of the Effective Date.

Except as otherwise provided by Final Order, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 prior to the Effective Date will be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Effective Date.

**10.5 Exclusive Bankruptcy Court Jurisdiction.** Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain and have such jurisdiction over the Chapter 11 Cases as is legally permissible, including, without limitation, for the following purposes:

- (a) To allow, disallow, determine, liquidate, classify or establish the priority or secured or unsecured status of or estimate any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the allowance or priority of Claims or Interests;
- (b) To ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (c) To determine any and all applications or motions pending before the Bankruptcy Court on the Effective Date of the Plan, including without

limitation any motions for the rejection, assumption or assumption and assignment of any executory contract or unexpired lease;

- (d) To consider and approve any modification of this Plan, remedy any defect or omission, or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order;
- (e) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of this Plan or any entity's obligations in connection with the Plan;
- (f) To consider and act on the compromise and settlement of any claim or cause of action by or against the Debtor;
- (g) To decide or resolve any and all applications motions, adversary proceedings, contested or litigated matters and any other matters or grant or deny any applications involving the Debtor that may be pending on the Effective Date or that may be brought by the Debtor after the Effective Date, including claims arising under Chapter 5 of the Bankruptcy Code;
- (h) To issue orders in aid of execution and implementation of this Plan to the extent authorized by 11 U.S.C. §1142 or provided by the terms of this Plan;
- (i) To decide issues concerning the federal or state tax liability of the Debtor which may arise in connection with the confirmation or consummation of this Plan; and
- (j) To enter an order closing this Chapter 11 Case.

**10.6 Limitation on Jurisdiction.** In no event shall the provisions of this Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§157 and 1334.

**10.7 Modification of this Plan.** Effective as of the date this Plan is filed, and subject to the limitations contained in this Plan: (a) the Debtor-In-Possession reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Confirmation Order; and (b) after the entry of the Confirmation Order, the Debtor may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan.

**10.8 Revocation of Plan.** The Debtor-In-Possession reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to file a subsequent Chapter 11 plan. If the Debtor-In-Possession revokes or withdraws this Plan, or if Confirmation or Consummation does not occur, then: (a) this Plan will be null and void in all respects; (b)

any settlement or compromise embodied in this Plan, any assumption of an Executory Contract or Lease, and any document or agreement executed pursuant to this Plan will be deemed null and void; and (c) nothing contained in this Plan will: (i) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors or any other Entity; (ii) prejudice in any manner the rights of the Debtor-In-Possession or any other Entity; or (iii) constitute an admission of any sort by the Debtor-In-Possession or any other Entity.

**10.9 Attorney's Fees and Court Costs.** In the event that any suit or action is instituted under or in relation to this Plan or Order Confirming Plan, including without limitation to enforce any provision in this Plan, should the Debtor prevail they shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. This clause in no way applies to the United States Trustee's Office.

**10.10 Exemption from Transfer Taxes.** Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with this Plan, including, without limitation, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated by this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

#### **10.11 Payment Grace Periods**

All payments under this Plan shall have a fifteen (15) day grace period and shall not be deemed late prior to the expiration of the period.

#### **10.12 Surrender of Collateral**

Any collateral surrendered in this Plan shall be in full satisfaction of the secured creditor's entire claim, unless stated otherwise in the specific Class above.

#### **10.13 Payment Default.**

The Debtor shall be in default of this Plan if it fails to pay two consecutive payments as required under this Plan without curing prior to the third payment coming due. Upon the Debtor becoming ninety (90) days past due such creditor shall notify Debtor at their place of business and the undersigned counsel advising of such a default. If the default of a secured creditor is not cured within seven (7) days, the secured creditor shall file an Affidavit of Default with the Court. If no response is filed within seven (7) days of the filing of the Affidavit of Default the secured creditor can submit an Order Lifting the Stay as to In Rem relief against the collateral. If a response is filed to the Affidavit of Default, the Court shall set a hearing on the matter.

**ARTICLE XI**  
**ALTERNATIVES TO THE PLAN**

There is one alternative to the Plan: conversion to a Chapter 7 liquidation case. As discussed more fully below, creditors will receive substantially more through this Plan than any liquidation given the secured creditors as well as the priority claims of taxing authorities. The attached Liquidation Analysis shows that at best, assuming at least 50% collectability, General Unsecured Creditors would receive around nothing total in a Chapter 7 situation. Through this Plan General Unsecured Creditors will receive at least \$60,000.00.

**ARTICLE XII**  
**TAX CONSEQUENCES OF PLAN**

**12.1 General.** The tax consequences of the Plan to the holders of Claims are discussed below. This discussion of the federal income tax consequences of the Plan under U.S. federal income tax law, including the Internal Revenue Code of 1986, as amended (the “IRC” or “Tax Code”), is provided for informational purposes only. While this discussion addresses certain of the material tax consequences of the Plan, it is not a complete discussion of all such consequences and is subject to substantial uncertainties. Moreover, the consequences to a holder of Claims may be affected by matters not discussed below (including, without limitation, special rules applicable to certain types of taxpayers holding non-vested stock or otherwise subject to special rules, nonresident aliens, life insurance companies, and tax-exempt organizations) and by such holders’ particular tax situations. In addition, this discussion does not address any state, local, or foreign tax considerations that may be applicable to particular holders of Claims.

**DEBTOR’S BANKRUPTCY COUNSEL HAS NO TAX EXPERTISE AND HAS NOT RESEARCHED OR ANALYZED TAX CONSEQUENCES RESULTING FROM THE PLAN. HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES.**

**12.2 Certain U.S. Federal Income Tax Consequences to Holders of Claims.**

**(a) Consequences to Holders of Secured Claims.** The following discussion assumes that each holder of an Allowed Secured Claim holds such Claim as a “capital asset” within the meaning of Section 1221 of the IRC. If an Allowed Secured Claim remains secured by a lien on the Debtor’s Assets, the Holder of such Claim should not recognize a gain or loss except to the extent Collateral securing such Claim is changed, and the change in Collateral constitutes a “significant modification” of the Allowed Secured Claim within the meaning of Treasury Regulations promulgated under Section 1001 of the IRC. If an Allowed Secured Claim is paid in full in cash, the holder should recognize a capital gain or loss (which capital gain or loss would be a long-term capital



gain or loss to the extent that the Holder has held the debt instrument underlying its Claim for more than one (1) year) in an amount equal to the amount of cash received over the holder's adjusted basis in the debt instrument(s) underlying its Allowed Secured Claim. To the extent that a portion of the Cash received represents accrued but unpaid interest that the Holder has not already taken into income, the Holder may recognize ordinary interest income.

**(b) Consequences to Holders of Priority Claims.** To the extent that the holder of an Allowed Priority Claim receives a distribution under the Plan, such holder should recognize such distribution as ordinary income and submit the appropriate withholdings based on that holder's particular circumstances.

**(c) Consequences to Holders of Unsecured Claims.** To the extent the holder of an Allowed Unsecured Claim receives less than full payment on account of such Claim, the holder of such Claim may be entitled to assert a bad debt deduction or worthless security deduction with respect to such Allowed Unsecured Claim.

### **ARTICLE XIII**

#### **DESCRIPTION OF BUSINESS AND BANKRUPTCY FILING**

**13.1 Description and Bankruptcy Filing.** TNTMD, P.A. operates as a private ophthalmology practice with its operation located in Jacksonville, Florida. The company was formed in 2011 and was immediately success. The principal of the Debtor worked around the clock to make the practice work.

Unfortunately, in 2019 the company experienced an unexpected slowing caused by a dispute between a surgery center and the VA and in order to make up for the lost revenue the Debtor entered into 'business loans' to fill the gap. The daily withdraws killed the cash flow of the company and lead to this reorganization.

### **ARTICLE XIV**

#### **ALLOWANCE AND DISALLOWANCE OF CLAIMS**

**14.1 Disputed Claim.** A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

**14.2. Objections to Claims or Interests.** The Debtor shall have ninety (90) days after the Confirmation Order becomes final to object to any claims filed in the case or ninety (90) days after the last date to officially file claims in the case, whichever is later.

**14.3 Delay of Distribution on a Disputed Claim.** No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

**14.4 Settlement of Disputed Claims.** The Proponent will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**ARTICLE XV**  
**SUMMARY AND RECOMMENDATION**

The Plan provides for an orderly and prompt distribution to holders of Allowed Claims and the satisfaction of all asserted Claims. Any alternative other than confirmation of the Plan would result in extensive delays and increased administrative expenses resulting in smaller distributions to holders of Allowed Claims proposed under the Plan.

**ACCORDINGLY, TNTMD, P.A. RECOMMENDS THAT HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN SUPPORT CONFIRMATION OF THE PLAN AND VOTE TO ACCEPT THE PLAN.**

Dated: May 12, 2019

The Law Offices of Jason A. Burgess, LLC

Submitted by: /s/ Jason A. Burgess  
Jason A. Burgess  
Florida Bar No.: 40757  
1855 Mayport Road  
Atlantic Beach, Florida 32233  
Phone: (904) 372-4791  
*Counsel for Debtor-In-Possession*

**TNTMD, P.A.**

/s/ Dr. Tina N. Tillis

\_\_\_\_\_  
Dr. Tina N. Tillis, President

**Exhibit A**  
**(Payment Breakdown)**

Class 1 Payment Schedule

Date	Principal	Interest	Tax, Ins. & HOA	Balance
Jun, 2020	\$854.89	\$296.51	\$0.00	\$58,744.98
Jul, 2020	\$859.14	\$292.26	\$0.00	\$57,885.83
Aug, 2020	\$863.42	\$287.98	\$0.00	\$57,022.41
Sep, 2020	\$867.71	\$283.69	\$0.00	\$56,154.70
Oct, 2020	\$872.03	\$279.37	\$0.00	\$55,282.67
Nov, 2020	\$876.37	\$275.03	\$0.00	\$54,406.30
Dec, 2020	\$880.73	\$270.67	\$0.00	\$53,525.57
<b>2020</b>	<b>\$6,074.30</b>	<b>\$1,985.51</b>	<b>\$0.00</b>	<b>\$53,525.57</b>
Jan, 2021	\$885.11	\$266.29	\$0.00	\$52,640.46
Feb, 2021	\$889.51	\$261.89	\$0.00	\$51,750.94
Mar, 2021	\$893.94	\$257.46	\$0.00	\$50,857.00
Apr, 2021	\$898.39	\$253.01	\$0.00	\$49,958.61
May, 2021	\$902.86	\$248.54	\$0.00	\$49,055.76
Jun, 2021	\$907.35	\$244.05	\$0.00	\$48,148.41
Jul, 2021	\$911.86	\$239.54	\$0.00	\$47,236.54
Aug, 2021	\$916.40	\$235.00	\$0.00	\$46,320.14
Sep, 2021	\$920.96	\$230.44	\$0.00	\$45,399.19
Oct, 2021	\$925.54	\$225.86	\$0.00	\$44,473.65
Nov, 2021	\$930.14	\$221.26	\$0.00	\$43,543.50
Dec, 2021	\$934.77	\$216.63	\$0.00	\$42,608.73
<b>2021</b>	<b>\$10,916.84</b>	<b>\$2,899.98</b>	<b>\$0.00</b>	<b>\$42,608.73</b>
Jan, 2022	\$939.42	\$211.98	\$0.00	\$41,669.31
Feb, 2022	\$944.10	\$207.30	\$0.00	\$40,725.21
Mar, 2022	\$948.79	\$202.61	\$0.00	\$39,776.42
Apr, 2022	\$953.51	\$197.89	\$0.00	\$38,822.90
May, 2022	\$958.26	\$193.14	\$0.00	\$37,864.65
Jun, 2022	\$963.02	\$188.38	\$0.00	\$36,901.62
Jul, 2022	\$967.82	\$183.59	\$0.00	\$35,933.80
Aug, 2022	\$972.63	\$178.77	\$0.00	\$34,961.17
Sep, 2022	\$977.47	\$173.93	\$0.00	\$33,983.71
Oct, 2022	\$982.33	\$169.07	\$0.00	\$33,001.37
Nov, 2022	\$987.22	\$164.18	\$0.00	\$32,014.15

Dec, 2022	\$992.13	\$159.27	\$0.00	\$31,022.02
<b>2022</b>	<b>\$11,586.71</b>	<b>\$2,230.11</b>	<b>\$0.00</b>	<b>\$31,022.02</b>
Jan, 2023	\$997.07	\$154.33	\$0.00	\$30,024.96
Feb, 2023	\$1,002.03	\$149.37	\$0.00	\$29,022.93
Mar, 2023	\$1,007.01	\$144.39	\$0.00	\$28,015.92
Apr, 2023	\$1,012.02	\$139.38	\$0.00	\$27,003.89
May, 2023	\$1,017.06	\$134.34	\$0.00	\$25,986.84
Jun, 2023	\$1,022.12	\$129.28	\$0.00	\$24,964.72
Jul, 2023	\$1,027.20	\$124.20	\$0.00	\$23,937.52
Aug, 2023	\$1,032.31	\$119.09	\$0.00	\$22,905.21
Sep, 2023	\$1,037.45	\$113.95	\$0.00	\$21,867.76
Oct, 2023	\$1,042.61	\$108.79	\$0.00	\$20,825.15
Nov, 2023	\$1,047.80	\$103.61	\$0.00	\$19,777.35
Dec, 2023	\$1,053.01	\$98.39	\$0.00	\$18,724.34
<b>2023</b>	<b>\$12,297.68</b>	<b>\$1,519.14</b>	<b>\$0.00</b>	<b>\$18,724.34</b>
Jan, 2024	\$1,058.25	\$93.15	\$0.00	\$17,666.10
Feb, 2024	\$1,063.51	\$87.89	\$0.00	\$16,602.58
Mar, 2024	\$1,068.80	\$82.60	\$0.00	\$15,533.78
Apr, 2024	\$1,074.12	\$77.28	\$0.00	\$14,459.66
May, 2024	\$1,079.46	\$71.94	\$0.00	\$13,380.20
Jun, 2024	\$1,084.83	\$66.57	\$0.00	\$12,295.36
Jul, 2024	\$1,090.23	\$61.17	\$0.00	\$11,205.13
Aug, 2024	\$1,095.66	\$55.75	\$0.00	\$10,109.47
Sep, 2024	\$1,101.11	\$50.29	\$0.00	\$9,008.37
Oct, 2024	\$1,106.58	\$44.82	\$0.00	\$7,901.78
Nov, 2024	\$1,112.09	\$39.31	\$0.00	\$6,789.69
Dec, 2024	\$1,117.62	\$33.78	\$0.00	\$5,672.07
<b>2024</b>	<b>\$13,052.27</b>	<b>\$764.54</b>	<b>\$0.00</b>	<b>\$5,672.07</b>
Jan, 2025	\$1,123.18	\$28.22	\$0.00	\$4,548.89
Feb, 2025	\$1,128.77	\$22.63	\$0.00	\$3,420.12
Mar, 2025	\$1,134.39	\$17.02	\$0.00	\$2,285.73
Apr, 2025	\$1,140.03	\$11.37	\$0.00	\$1,145.70
May, 2025	\$1,145.70	\$5.70	\$0.00	\$0.00
<b>2025</b>	<b>\$5,672.07</b>	<b>\$84.94</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Totals</b>	<b>\$59,599.87</b>	<b>\$9,484.20</b>	<b>\$0.00</b>	

## Class 2 Payment Schedule

Date	Principal	Interest	Tax, Ins. & HOA	Balance
Jun, 2020	\$500.11	\$116.58	\$0.00	\$26,147.04
Jul, 2020	\$502.29	\$114.39	\$0.00	\$25,644.75
Aug, 2020	\$504.49	\$112.20	\$0.00	\$25,140.26
Sep, 2020	\$506.70	\$109.99	\$0.00	\$24,633.56
Oct, 2020	\$508.92	\$107.77	\$0.00	\$24,124.64
Nov, 2020	\$511.14	\$105.55	\$0.00	\$23,613.50
Dec, 2020	\$513.38	\$103.31	\$0.00	\$23,100.12
<b>2020</b>	<b>\$3,547.03</b>	<b>\$769.79</b>	<b>\$0.00</b>	<b>\$23,100.12</b>
Jan, 2021	\$515.62	\$101.06	\$0.00	\$22,584.50
Feb, 2021	\$517.88	\$98.81	\$0.00	\$22,066.62
Mar, 2021	\$520.15	\$96.54	\$0.00	\$21,546.47
Apr, 2021	\$522.42	\$94.27	\$0.00	\$21,024.05
May, 2021	\$524.71	\$91.98	\$0.00	\$20,499.34
Jun, 2021	\$527.00	\$89.68	\$0.00	\$19,972.34
Jul, 2021	\$529.31	\$87.38	\$0.00	\$19,443.03
Aug, 2021	\$531.62	\$85.06	\$0.00	\$18,911.41
Sep, 2021	\$533.95	\$82.74	\$0.00	\$18,377.46
Oct, 2021	\$536.29	\$80.40	\$0.00	\$17,841.17
Nov, 2021	\$538.63	\$78.06	\$0.00	\$17,302.54
Dec, 2021	\$540.99	\$75.70	\$0.00	\$16,761.55
<b>2021</b>	<b>\$6,338.57</b>	<b>\$1,061.68</b>	<b>\$0.00</b>	<b>\$16,761.55</b>
Jan, 2022	\$543.36	\$73.33	\$0.00	\$16,218.20
Feb, 2022	\$545.73	\$70.95	\$0.00	\$15,672.46
Mar, 2022	\$548.12	\$68.57	\$0.00	\$15,124.34
Apr, 2022	\$550.52	\$66.17	\$0.00	\$14,573.83
May, 2022	\$552.93	\$63.76	\$0.00	\$14,020.90
Jun, 2022	\$555.35	\$61.34	\$0.00	\$13,465.55
Jul, 2022	\$557.78	\$58.91	\$0.00	\$12,907.78
Aug, 2022	\$560.22	\$56.47	\$0.00	\$12,347.56
Sep, 2022	\$562.67	\$54.02	\$0.00	\$11,784.90
Oct, 2022	\$565.13	\$51.56	\$0.00	\$11,219.77
Nov, 2022	\$567.60	\$49.09	\$0.00	\$10,652.17
Dec, 2022	\$570.08	\$46.60	\$0.00	\$10,082.08
<b>2022</b>	<b>\$6,679.47</b>	<b>\$720.78</b>	<b>\$0.00</b>	<b>\$10,082.08</b>

Jan, 2023	\$572.58	\$44.11	\$0.00	\$9,509.50
Feb, 2023	\$575.08	\$41.60	\$0.00	\$8,934.42
Mar, 2023	\$577.60	\$39.09	\$0.00	\$8,356.82
Apr, 2023	\$580.13	\$36.56	\$0.00	\$7,776.69
May, 2023	\$582.66	\$34.02	\$0.00	\$7,194.03
Jun, 2023	\$585.21	\$31.47	\$0.00	\$6,608.82
Jul, 2023	\$587.77	\$28.91	\$0.00	\$6,021.04
Aug, 2023	\$590.35	\$26.34	\$0.00	\$5,430.70
Sep, 2023	\$592.93	\$23.76	\$0.00	\$4,837.77
Oct, 2023	\$595.52	\$21.17	\$0.00	\$4,242.25
Nov, 2023	\$598.13	\$18.56	\$0.00	\$3,644.12
Dec, 2023	\$600.74	\$15.94	\$0.00	\$3,043.38
<b>2023</b>	<b>\$7,038.71</b>	<b>\$361.54</b>	<b>\$0.00</b>	<b>\$3,043.38</b>
Jan, 2024	\$603.37	\$13.31	\$0.00	\$2,440.00
Feb, 2024	\$606.01	\$10.68	\$0.00	\$1,833.99
Mar, 2024	\$608.66	\$8.02	\$0.00	\$1,225.33
Apr, 2024	\$611.33	\$5.36	\$0.00	\$614.00
May, 2024	\$614.00	\$2.69	\$0.00	\$0.00
<b>2024</b>	<b>\$3,043.38</b>	<b>\$40.06</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Totals</b>	<b>\$26,647.15</b>	<b>\$2,953.84</b>	<b>\$0.00</b>	

## Class 3 Est. Payment Schedule

Date	Principal	Interest	Tax, Ins. & HOA	Balance
Jun, 2020	\$275.93	\$47.79	\$0.00	\$14,061.04
Jul, 2020	\$276.85	\$46.87	\$0.00	\$13,784.20
Aug, 2020	\$277.77	\$45.95	\$0.00	\$13,506.43
Sep, 2020	\$278.69	\$45.02	\$0.00	\$13,227.74
Oct, 2020	\$279.62	\$44.09	\$0.00	\$12,948.12
Nov, 2020	\$280.55	\$43.16	\$0.00	\$12,667.56
Dec, 2020	\$281.49	\$42.23	\$0.00	\$12,386.07
<b>2020</b>	<b>\$1,950.90</b>	<b>\$315.11</b>	<b>\$0.00</b>	<b>\$12,386.07</b>
Jan, 2021	\$282.43	\$41.29	\$0.00	\$12,103.64
Feb, 2021	\$283.37	\$40.35	\$0.00	\$11,820.27
Mar, 2021	\$284.31	\$39.40	\$0.00	\$11,535.96
Apr, 2021	\$285.26	\$38.45	\$0.00	\$11,250.70
May, 2021	\$286.21	\$37.50	\$0.00	\$10,964.48

Jun, 2021	\$287.17	\$36.55	\$0.00	\$10,677.32
Jul, 2021	\$288.12	\$35.59	\$0.00	\$10,389.19
Aug, 2021	\$289.08	\$34.63	\$0.00	\$10,100.11
Sep, 2021	\$290.05	\$33.67	\$0.00	\$9,810.06
Oct, 2021	\$291.02	\$32.70	\$0.00	\$9,519.04
Nov, 2021	\$291.99	\$31.73	\$0.00	\$9,227.06
Dec, 2021	\$292.96	\$30.76	\$0.00	\$8,934.10
<b>2021</b>	<b>\$3,451.97</b>	<b>\$432.61</b>	<b>\$0.00</b>	<b>\$8,934.10</b>
Jan, 2022	\$293.93	\$29.78	\$0.00	\$8,640.17
Feb, 2022	\$294.91	\$28.80	\$0.00	\$8,345.25
Mar, 2022	\$295.90	\$27.82	\$0.00	\$8,049.35
Apr, 2022	\$296.88	\$26.83	\$0.00	\$7,752.47
May, 2022	\$297.87	\$25.84	\$0.00	\$7,454.60
Jun, 2022	\$298.87	\$24.85	\$0.00	\$7,155.73
Jul, 2022	\$299.86	\$23.85	\$0.00	\$6,855.87
Aug, 2022	\$300.86	\$22.85	\$0.00	\$6,555.00
Sep, 2022	\$301.87	\$21.85	\$0.00	\$6,253.14
Oct, 2022	\$302.87	\$20.84	\$0.00	\$5,950.27
Nov, 2022	\$303.88	\$19.83	\$0.00	\$5,646.39
Dec, 2022	\$304.89	\$18.82	\$0.00	\$5,341.49
<b>2022</b>	<b>\$3,592.61</b>	<b>\$291.97</b>	<b>\$0.00</b>	<b>\$5,341.49</b>
Jan, 2023	\$305.91	\$17.80	\$0.00	\$5,035.58
Feb, 2023	\$306.93	\$16.79	\$0.00	\$4,728.65
Mar, 2023	\$307.95	\$15.76	\$0.00	\$4,420.70
Apr, 2023	\$308.98	\$14.74	\$0.00	\$4,111.72
May, 2023	\$310.01	\$13.71	\$0.00	\$3,801.71
Jun, 2023	\$311.04	\$12.67	\$0.00	\$3,490.67
Jul, 2023	\$312.08	\$11.64	\$0.00	\$3,178.59
Aug, 2023	\$313.12	\$10.60	\$0.00	\$2,865.47
Sep, 2023	\$314.16	\$9.55	\$0.00	\$2,551.30
Oct, 2023	\$315.21	\$8.50	\$0.00	\$2,236.09
Nov, 2023	\$316.26	\$7.45	\$0.00	\$1,919.83
Dec, 2023	\$317.32	\$6.40	\$0.00	\$1,602.52
<b>2023</b>	<b>\$3,738.98</b>	<b>\$145.61</b>	<b>\$0.00</b>	<b>\$1,602.52</b>
Jan, 2024	\$318.37	\$5.34	\$0.00	\$1,284.14
Feb, 2024	\$319.43	\$4.28	\$0.00	\$964.71

Mar, 2024	\$320.50	\$3.22	\$0.00	\$644.21
Apr, 2024	\$321.57	\$2.15	\$0.00	\$322.64
May, 2024	\$322.64	\$1.08	\$0.00	\$0.00
<b>2024</b>	<b>\$1,602.52</b>	<b>\$16.06</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Totals</b>	<b>\$14,336.97</b>	<b>\$1,201.36</b>	<b>\$0.00</b>	



**Exhibit B**  
**Claims Breakdown**

**TNTMD PA Claims Breakdown**

	<b>Total</b>	<b>Secured</b>	<b>Priority</b>	<b>Unsecured</b>
1 IRS	\$ 17,870.75		\$ 14,336.97	\$ 3,533.78
2 Multi-Medical Specialties	\$ 22,536.91			\$ 22,536.91
3 BB&T/Truist	\$ 19,142.53			\$ 19,142.53
4 AmTrust North America	\$ 427.00			\$ 427.00
5 AmTrust North America	\$ 388.00			\$ 388.00
6 OnDeck Capital	\$ 2,566.96			\$ 2,566.96
7 Ameris Bank	\$ 176,731.62			\$ 176,731.62
8 Ameris Bank	\$ 56,908.68	\$ 56,908.68		
9 Bankers Healthcare	\$ 135,322.97			\$ 135,322.97
NCF Divergent Capital	\$ 26,647.15	\$ 26,647.15		
NCF Bank of America	\$ 970.22			\$ 970.22
<b>Totals</b>	<b>\$ 459,512.79</b>	<b>\$ 83,555.83</b>	<b>\$ 14,336.97</b>	<b>\$ 361,619.99</b>

**Exhibit C**  
**Liquidation Analysis**

**TNTMD Liquidation Analysis**

<b>Asset</b>	<b>Est. Value</b>	<b>Liens</b>	<b>Est. Estate Value</b>
Checking	\$ 13,013.72	Full	\$ -
A/R	\$ 36,000.00	Full	\$ -
Eye Products	\$ 500.00	Full	\$ -
Office Furniture	\$ 500.00	Full	\$ -
Office Equipment	\$ 1,000.00	Full	\$ -
Various Machinery/Equipment	\$ 5,000.00	Full	\$ -

**Administrative Claims**

Chapter 11 Admin Fees	\$ 15,000.00
Chapter 7 Trustee Fees	\$ 3,500.00
Chapter 7 Admin Expenses	\$ 6,500.00

**Priority Claims**

Internal Revenue Service	\$ 14,336.97
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**General Unsecured Payout** \$0.00  
**In Chapter 7 Liquidation**