

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§	CHAPTER 11
ABC DENTISTRY, P.A., <i>et al.</i> , <sup>1</sup>	§	CASE NO. 16-34221
DEBTORS.	§	Jointly Administered
	§	
	§	

**NOTICE OF EFFECTIVE DATE OF SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ABC DENTISTRY, P.A. AND ITS DEBTOR AFFILIATES, AS MODIFIED ON DECEMBER 11, 2017**

**PLEASE TAKE NOTICE** that –

1. On December 13, 2017 (the “Confirmation Date”), the United States Bankruptcy Court for the Southern District of Texas, Houston Division entered the *Order Confirming Debtors’ Second Amended Joint Chapter 11 Plan of Reorganization* [Dkt. No. 360] (the “Confirmation Order”), confirming the *Second Amended Joint Chapter 11 Plan of Reorganization of ABC Dentistry, P.A. and its Debtor Affiliates, as Modified on December 11, 2017* [Dkt. No. 349] (the “Plan”).

2. The Effective Date of the Plan occurred on January 9, 2018.

3. The Debtors consummated the Plan prior to the filing of this notice. As of the Effective Date, the Plan binds the Debtors, the Reorganized Debtors,<sup>2</sup> any and all holders of Claims or Interests (regardless of whether such holders of Claims or Interests have, or are deemed to have, accepted the Plan), all Persons or Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person or Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts with the Debtors, all Persons or Entities making an appearance in the Chapter 11 Cases, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. The State of Texas has agreed and consented to the releases and other terms of the State Release Agreement and is bound to the releases and terms of the State Release Agreement.

4. As of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, (a) the treatment of all Claims and Interests under the Plan is in full and final satisfaction, settlement, release, and discharge of such Claims against and Interests in the Debtors, whether or not (i) a Proof of Claim or Proof of Interest based upon such Claim or Interest has been filed with the Bankruptcy Court, (ii) such Claim or Interest is Allowed by the Bankruptcy Court, or (iii) the holder such Claim or Interest accepted the Plan, and (b) all entities

---

<sup>1</sup> The Debtors in these chapter 11 cases are: ABC Dentistry, P.A.; ABC Dentistry West Orem, P.L.L.C.; and ABC Dentistry Old Spanish Trail, P.L.L.C.

<sup>2</sup> All capitalized terms used but not defined herein have the meanings given to them in the Plan.

are precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, (or their successors and assigns and their Assets) any Claim or Interest of any kind or nature that occurred prior to the Effective Date.

5. Except as otherwise provided in the Plan, the Confirmation Order, or another Order of this Court, objections to Claims may be filed at any time until **one hundred twenty (120) days** after the Effective Date (the "Objections Deadline"), unless extended by order of the Bankruptcy Court. Objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made.

6. Except as otherwise provided in the Plan, the Confirmation Order, or another Order of this Court, all Executory Contracts are assumed, unless an Executory Contract: (i) was assumed or rejected by the Debtors; (ii) was previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject filed on or before the Confirmation Date; or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts (as set forth in Exhibit B to the Plan). Any monetary defaults under each Executory Contract to be assumed pursuant to the Plan shall be deemed satisfied by payment of the cure amount set forth on the Assumption and Cure Notice, if any, or the amount set forth in Exhibit C to the Plan, as applicable, in Cash on the later of **thirty (30) days** after (i) the Effective Date or (ii) the date on which any dispute relating to such cure amount has been resolved (either consensually or through judicial decision).

7. Any counterparty to a contract or lease that is identified on the Schedule of Rejected Contracts or is otherwise rejected by the Debtors must file and serve a proof of Claim no later than **thirty (30) days after the effective date of such rejection** (which may be the Effective Date or the date on which the Debtors reject the applicable contract or lease pursuant to an order of the Bankruptcy Court). ***If a timely filed proof of Claim is not filed, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors, or their respective properties or interests in property as agents, successors, or assigns.*** Any Claims arising from rejection, if timely filed and allowed, will be treated as Class 4 General Unsecured Claims.

8. As provided in the Notice of Confirmation Order filed on the docket in these Chapter 11 Cases on December 14, 2017 [Dkt. No. 361], holders of Administrative Expense Claims must file a request for payment of such Administrative Expense Claims with this Court no later than **sixty (60) days** after the Confirmation Date (the "Administrative Expense Claims Bar Date"), unless otherwise extended by order of this Court. Such request for payment must be served on the Reorganized Debtors, their counsel, and other necessary parties-in-interest. ***Failure to timely and properly file such a notice prior to the Administrative Expense Claims Bar Date and as required hereunder and pursuant to the Plan, shall result in the Administrative Expense Claim being forever barred and discharged.*** See the Notice of Confirmation Order for additional information regarding the Administrative Expense Claim Bar Date.

9. All requests for compensation or reimbursement of Professional Claims shall be filed and served on the Reorganized Debtors, counsel to the Reorganized Debtors, the U.S. Trustee, and such other entities who are designated by the Bankruptcy Rules, the Confirmation

Order, or other order of the Court, no later than **sixty (60) days** after the Effective Date (the “Professional Claims Bar Date”). ***Holders of Professional Claims that are required to file and serve applications for final allowance of their Professional Claims and that do not file and serve such applications by the required deadline shall be forever barred from asserting such Claims against the Debtors, Reorganized Debtors or their respective properties or assets, and such Professional Claims shall be deemed discharged as of the Effective Date.*** Other than as set forth in the Plan or Confirmation Order, the procedures set forth in the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Case Professionals* [Dkt. No. 82] shall remain in effect for services provided through the Effective Date.

10. ***Except as otherwise provided in the Plan or otherwise agreed by the Reorganized Debtors, any and all proofs of Claim filed after the applicable Claims bar date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order, or approval of the Court, holders of such Claims shall not be entitled to receive any Distributions on account of such Claims and shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors, the Reorganized Debtors, or their respective property, and the Reorganized Debtors may remove or need not add such Claims to the Claims Register, and such Claims shall be deemed discharged as of the Effective Date.***

11. Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within **six (6) months** after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the Allowed Claim with respect to which such check originally was issued. ***Any Claim in respect of such a voided check shall be made on or before the later of (a) the first anniversary of the Effective Date or (b) ninety (90) days after the date of reissuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.***

12. If any Person entitled to receive distributions under the Plan cannot be located within a reasonable period of time after the Effective Date, the distributions such Person would be entitled to receive shall be held by the Disbursing Agent in a segregated account. If the Person entitled to any such distributions is located within **six (6) months** after the Effective Date, such distributions shall be paid and distributed to such Person. ***If such Person cannot be located within such period, such distributions shall be returned to the applicable Reorganized Debtor and such Person shall have waived and forfeited its right to such distributions. Nothing contained in this Plan shall require the Disbursing Agent to attempt to locate such Person. It is the obligation of each Person claiming rights under the Plan to keep the Disbursing Agent advised of current address by sending written notice of any changes to the Disbursing Agent.***

13. Certain pleadings, documents, and other information about these cases (including the Plan and the Confirmation Order) may be viewed at <https://www.bmcgroup.com/restructuring/geninfo.aspx?ClientID=398>.

[Signature Page Follows]

Date: January 10, 2018

Respectfully submitted,

BAKER BOTTS L.L.P.

/s/ Omar J. Alaniz

BAKER BOTTS L.L.P.

Omar J. Alaniz (State Bar No. 24040402)

Chad L. Barton (State Bar No. 24100417)

2001 Ross Avenue

Dallas, Texas 75201

Telephone: (214) 953-6500

Email: *omar.alaniz@bakerbotts.com*

*chad.barton@bakerbotts.com*

**COUNSEL TO THE DEBTORS AND DEBTORS-IN-POSSESSION**