

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

**QUALITY CONSTRUCTION &
PRODUCTION, LLC, ET AL.,¹**

CASE NO: 18-50303
(Joint Administration)

Debtors

Chapter 11

DEBTORS' THIRD AMENDED JOINT CHAPTER 11 PLAN

Dated: February 14, 2019

Quality Construction & Production, LLC ("QCP"), Quality Production Management, LLC ("QPM"), Traco Production Services, Inc. ("Traco"), and Quality Acquisition Company, LLC ("QAC") (collectively, "Debtors") propose the following Plan under Section 1121(a) of Title 11 of the United States Code:

ARTICLE I

DEFINITIONS

As used in this Plan, the following terms have the respective meanings specified below, unless the context otherwise requires:

1.1 "Administrative Expense Claim" means any right to payment constituting a cost or expense of administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses, of preserving the estate of the Debtors, all compensation and reimbursement of expenses to the extent Allowed by the Bankruptcy Court under Sections 330 or 503 of the Bankruptcy Code.

1.2 "Allowed" means where referenced to any Claim or Equity Interest, (a) any Claim against or Equity Interest in the Debtors which has been listed by the Debtors in their Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof

¹ The Debtors in these Chapter 11 cases are Quality Construction & Production, LLC (18-50303), Quality Production Management, LLC (18-50304), Traco Production Services, Inc. (18-50305), and Quality Acquisition Company, LLC (18-50306).

of Claim or Equity Interest has been filed, (b) any Claim or Equity Interest Allowed hereunder or Allowed under the Bankruptcy Code, or (c) any Claim or Equity Interest which is not Disputed, or any Claim or Equity Interest which, if Disputed, (i) as to which, pursuant to the, Plan or a Final Order of the Bankruptcy Court, the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, or (ii) has been Allowed by Final Order; provided, however, that any Claim or Equity Interest allowed solely for the purpose of voting to accept or reject the Plan pursuant to a Final Order of the Bankruptcy Court shall not be considered an "Allowed Claim" or "Allowed Equity Interest" hereunder. Unless otherwise specified herein or by Final Order of the Bankruptcy Court, "Allowed Administrative Expense Claim," "Allowed Claim, or "Allowed Equity Interest" shall not for purposes of computation of distributions under the Plan, include interest on such Administrative Expense Claim, Claim or Equity Interest from and after the Commencement Date.

1.3 "Ballot" means the form distributed to each holder of an impaired Claim or Equity Interest which indicates acceptance or rejection of the Plan.

1.4 "Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

1.5 "Bankruptcy Court" or "Court" means the United States Bankruptcy Court for the Western District of Louisiana, Lafayette Division.

1.6 "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under Section 2075 of Title 28 of the United States Code, and any Local Rules of the Bankruptcy Court.

1.7 "Business Day" means any day of the week exclusive of Saturdays, Sundays, and "legal holidays." As used herein, "legal holidays" shall have the same meaning as used in Federal Bankruptcy Rule 9006.

1.8 "Cause of Action" means, without limitation, any and all actions, causes of action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, claims and demands whatsoever, whether known or unknown, in law, equity or otherwise.

1.9 "Claim" has the meaning set forth in Section 101 of the Bankruptcy Code.

1.10 "Claimant" means the holder of a Claim against any of the Debtors.

1.11 "Claims Register" shall mean the list of proofs of Claim prepared and maintained by the Clerk of Bankruptcy Court.

1.12 "Class" means a category of holder of Claims or Equity Interests as set forth in Article IV of the Plan.

1.13 “Collateral” means any property or interest in property of the estate of the Debtors subject to a lien or security interest to secure the payment or performance of a Claim, which lien or security interest is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable non-bankruptcy law.

1.14 “Commencement Date” or “Petition Date” means the date the original Chapter 11 voluntary petitions were filed, March 16, 2018.

1.15 “Confirmation” or “Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

1.16 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.17 “Confirmation Order” means the Final Order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

1.18 “Contingent Claim” means any Claim which has not been finally allowed as of the Confirmation Date, including, without limitation, any Claims which may be asserted as the result of the rejection of an executory contract or unexpired lease under Section 7.1 of this Plan.

1.19 “Debtors” means Quality Construction & Production, LLC, Quality Production Management, LLC, Traco Production Services, Inc., and Quality Acquisition Company, LLC.

1.20 “Debtors in Possession” means the Debtors in their capacity as Debtors in possession in the Chapter 11 Case pursuant to Sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

1.21 “Disbursing Agent” means the Debtors.

1.22 “Disclosure Statement”, means the Disclosure Statement relating to the Plan, including without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.

1.23 “Disputed” means the portion (including, when appropriate, the whole) of any Claim as to which: (a) a proof of Claim has been or been deemed timely and properly filed under applicable law or Final Order of the Bankruptcy Court, and (b) an objection, motion to estimate, or complaint to determine the validity, priority or extent of any Lien asserted by the claimant with respect to the Claim has been timely filed.

1.24 “Disputed Claim Amount” means the higher of the amount set forth in the proof of Claim or listed on the Schedules relating to a Disputed Claim; provided, however, if a Disputed

Claim is estimated for allowance purposes under Section 502(c) of the Bankruptcy Code, the amount so estimated pursuant to Final Order of the Bankruptcy Court shall be the Disputed Claim Amount.

1.25 “Effective Date” means 30 days after the Confirmation Order becomes a Final Order.

1.26 “Equity Holders” means Nathan Granger and Troy Collins.

1.27 “Exit Funding” shall mean \$750,000.00, funded \$375,000.00 on the Effective Date and \$375,000.00 on the one year anniversary of the Effective Date, paid to the Debtors by the Exit Funding Entity.

1.28 “Exit Funding Entity” shall mean shall mean JDHT, LLC, a newly formed Delaware limited liability company comprised of the following members: John Weinstein, David Weinstein, Harlan Foster and Todd Rader.

1.29 “Final Order” means an order of the Bankruptcy Court or any other court of competent jurisdiction that has been entered on the docket of the Bankruptcy Court or such other court for fourteen (14) or more days and that is not then stayed or reversed.

1.30 “MidSouth” shall mean MidSouth Bank.

1.31 “MidSouth Bank Claim” shall mean the claims of MidSouth acquired by Energy Services Note Acquisition, LLC (“ESNA”) and the collateral that secures the claims.

1.32 “MSBCH” shall mean the entity that ultimately holds the MidSouth Bank Claim.

1.33 “MSBCRP” shall mean Nathan Granger, Troy Collins, Quality Companies USA, LLC, and/or Kayro Investments, LLC.

1.34 “Other Priority Claim” means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under Section 507(a)(4), (5), or (7) of the Bankruptcy Code.

1.35 “Plan” means the Debtors’ Chapter 11 plan, including, without limitation, all exhibits, supplements, appendices and schedules hereto, either in its present form or as the same may be altered, amended or modified from time to time.

1.36 “Plan Rate” shall mean the greater of five percent (5%) or the Till Rate used by this Court.

1.37 “Priority Tax Claim” means any Claim of a governmental unit of the kind specified in Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.38 “Real Estate” shall mean the immovable property described on Exhibit A, including all fixtures and other items incorporated into the immovable property.

1.39 “Schedules” means the schedules of assets and liabilities, the list of holders of Equity Interests, and the statements of financial affairs filed by the Debtors under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto through the Confirmation Date.

1.40 “Unsecured Creditors” means any unsecured Claim, except for the claim of the MSBCH for the difference between the amount due such creditor on the Petition Date and such creditor’s Class 1 claim.

ARTICLE II.

GENERAL PREMISES OF THE PLAN AND PLAN CONCEPTS

2.1 Basic Plan Premises

The Debtors will continue to operate the three current divisions, QCP, QPM, and Traco, in order to generate income which will allow the Debtors to make payments under this Plan. QAC will continue to own the shares of Traco.

The Class 1 claim of MSBCH will receive a payment on the Effective Date of \$3,500,000 with the balance of the Class 1 claim being paid over a five year period. The Class 6 claim of MSBCH will either be paid on the same basis as the Class 7 creditors or will be converted as partial consideration for equity depending on whether any MSBCRP acquire the MidSouth Bank Claim.

Unsecured creditors will be paid a pro-rata portion of \$1,000,000.00 over five (5) years plus any additional consideration set forth in this Plan, which may include recoveries from claims against insiders, if any, if the insiders do not acquire the MidSouth Bank Claim.

The Exit Funding Entity will acquire the equity interests in the Debtors equal to 75% of the Reorganized Debtor for contributing the Exit Funding, and, for making the capital contribution contained in this Plan, Nathan Granger and Troy Collins will own the other 25%.

The Debtors will also continue to manage their own affairs post confirmation. Nathan Granger and Troy Collins will continue to oversee the day to day operations of the Reorganized Debtor and will continued to be compensated with the same salary and benefits approved during this Chapter 11 case. The current monthly salary of Troy Collins is \$17,577.00, and the current monthly salary of Nathan Granger is \$16,449.00.

ARTICLE III

CLASSIFICATION OF CLAIMS AND EXISTING EQUITY INTERESTS

3.1 CLASSIFICATION OF CLAIMS

The following table designates the classes of Claims against and Equity Interests in the Debtors and specifies which of those classes are impaired or unimpaired by this Plan and entitled to vote to accept or reject this Plan in accordance with Section 1126 of the Bankruptcy Code:

Class Designation

Class 1 The claim of MSBCH

Class 2 The claim of Pedestal Bank

Class 3 The claim of Ford Motor Credit

Class 4 The claim of Fidelity Bank

Class 5a The claim of Ally - 2014 Ford F150

Class 5b The claim of Ally - 2012 Ford E350

Class 6 The deficiency claim of MSBCH

Class 7a The claims of the Unsecured Creditors of QCP

Class 7b The claims of the Unsecured Creditors of QPM

Class 7c The claims of the Unsecured Creditors of Traco

Class 7d The claims of the Unsecured Creditors of QAC

Class 8 The equity interests in the Debtors

ARTICLE IV

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

4.1 Administrative Expense Claims. Except to the extent that any person entitled to

payment of any Allowed Administrative Expense Claim has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the Effective Date or, if later, the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or within ten (10) days thereof; provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business, shall be paid in full and performed by Debtors in the ordinary course of business.

4.2 Professional Compensation and Reimbursement Claims. All entities, seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses shall file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred within 30 days of the Effective Date.

Notwithstanding any other paragraph herein, the Debtors shall pay Administrative Expense claims and Professional Compensation within 10 days after the Effective Date or within 10 days after such claims or compensation are allowed, whichever is later.

4.3 Allowed Priority Tax Claims. The priority tax creditors, if any, will be paid the full amount of their allowed priority tax claims within five (5) years of the Petition Date, pursuant to 11 U.S.C. Section 1129(a)(9)(C). The first payment to the priority creditors will be due on the Effective Date. The following payments thereafter will on the first day of each month thereafter. Priority tax creditors who have filed proofs of claim are as follows:

1. St. Charles School Board (Traco) \$9,090.07
2. Internal Revenue Service (QPM) \$1,552.12

The Debtors reserve the right to object to any or all of these priority tax claims to the extent they are inaccurate or conflict with filed tax returns.

4.4 Other Priority Claims. Other Priority Claims, if any, will be paid the full amount of their allowed priority claim in full on the Effective Date.

4.5 Statutory Fees Due the United States Trustee. Pursuant to 28 U. S. C. § 1930(a)(6), The United States Trustee's fees do not require allowance by the Court and both pre-confirmation and post-confirmation UST fees shall be paid in cash and in full pursuant to all applicable provisions of the Bankruptcy Code and other statutory provisions. The Debtors will file all monthly reports up until the time a final decree is entered.

ARTICLE V

TREATMENT OF CLAIMS AND EQUITY INTERESTS

5.1 CLASS 1 -- SECURED CLAIM OF MSBCH

(a) Impairment and Voting. Class 1 is impaired by the Plan. The holder of the Allowed

Class 1 Claim is entitled to vote to accept or reject the Plan. The Claim of MSBCH shall be paid in monthly payments calculated based upon the following:

1. A payment of \$3,500,000.00 on the Effective Date of the Plan incident to the sale of the Real Estate to Wein Air LA, LLC free and clear of liens and claims;
2. A principal amount equal to the value of the collateral that secures the MidSouth Bank Claim (which the Debtors contend is \$10,480,000.00, based on the purchase price paid by ESNA, but will be valued in accordance with the Bankruptcy Code and applicable law) less the value of the Real Estate being sold (\$3,500,000.00). The Debtors believe this principal amount is \$6,980,000.00;
3. An interest rate equal to the Plan Rate; and
4. An amortization of ten (10) years.

Any remaining principal and interest shall be paid on the 5th Anniversary of the Effective Date.

(b) The collateral that presently secures the MidSouth Bank Claim (except for the Real Estate which shall be sold on the Effective Date to Wein Air, LA., LLC) shall serve as security for the payments due MSBCH under the Plan.

4.2 CLASS 2 -- SECURED CLAIM OF PEDESTAL BANK.

(a) Impairment and Voting. Class 2 is impaired by the Plan. The holder of the Allowed Class 2 Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is Pedestal Bank.

Pedestal Bank has a claim against the Debtors in the amount of \$1,578,311.45 which is secured by a first priority security interest in various vehicles, heavy equipment and welding equipment owned by the Debtors. This claim will be treated as fully secured. This secured claim will be amortized over ten (10) years with interest at the Plan Rate. The first payment will become due on the first day of the month that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each month thereafter.

4.3 CLASS 3 -- SECURED CLAIM OF FORD MOTOR CREDIT.

(a) Impairment and Voting. Class 3 is impaired by the Plan. The holder of the Allowed Class 3 Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is Ford Motor Credit.

Ford has secured claims against the Debtors in the total amount of \$126,713.72, including

\$57,649.92 for QCP and \$69,063.80 for Traco. These claims are secured by mortgages on various Ford vehicles owned by the Debtors. These claims will be treated as fully secured. These secured claims will be amortized over five (5) years with interest at the Plan Rate. The first payment will become due on the first day of the month that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each month thereafter.

4.4 CLASS 4 -- SECURED CLAIM OF FIDELITY BANK.

(a) Impairment and Voting. Class 4 is impaired by the Plan. The holder of the Allowed Class 4 Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is Fidelity Bank.

Fidelity has filed a secured claim against the Debtors in the total amount of \$60,748.67. This claim is secured by a mortgage on QCP's 2017 GMC Yukon. This claim will be treated as fully secured. This secured claim will be amortized over five (5) years with interest at the Plan Rate. The first payment will become due on the first day of the month that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each month thereafter.

4.5a CLASS 5a -- SECURED CLAIM OF ALLY - 2014 FORD F150.

(a) Impairment and Voting. Class 5a is impaired by the Plan. The holder of the Allowed Class 5a Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is Ally for its secured claim against 2014 Ford F150 pickup truck.

Ally has filed a secured claim against the Debtor QCP for the 2014 F150 in the amount of \$7,084.14. This claim is secured by a mortgage on a 2014 Ford F150 pickup truck. This claim will be treated as fully secured. This secured claim will be amortized over four (4) years with interest at the Plan Rate. The first payment will become due on the first day of the month that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each month thereafter.

4.5b CLASS 5b -- SECURED CLAIM OF ALLY - 2012 FORD E350.

(a) Impairment and Voting. Class 5b is impaired by the Plan. The holder of the Allowed Class 5b Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is Ally for its secured claim against 2012 Ford E350 Econoline.

Ally has filed a secured claim against the Debtor QCP for the 2012 E350 in the amount of

\$3,654.86. This claim is secured by a mortgage on a 2012 Ford E350 Econoline. This claim will be treated as fully secured. This secured claim will be amortized over two (2) years with interest at the Plan Rate. The first payment will become due on the first day of the month that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each month thereafter.

5.6 CLASS 6 -- DEFICIENCY CLAIM OF MSBCH

(a) Impairment and Voting Class 6 is impaired by the Plan. The holder of an Allowed Class 6 Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The only Claim in, and party to, this Class is the holder of the MidSouth Bank Claim.

The amount of the Class 6 deficiency claim will be the total amount of the MidSouth Bank Claim less \$10,480,000.00, the amount of the secured claim set forth in Class 1, above.

The holder of the Allowed Class 6 Claim will be paid in the same manner as the Class 7 creditors and will receive the same percentage of their Class 6 claim as the Class 7 creditors. If, however, any MSBCRP are determined to be the holder of the MidSouth Bank Claim, one quarter of the payments due the Class 6 creditor will be paid to the Class 7 creditors and the balance will be contributed to the Debtors by such MSBCRP as partial consideration in exchange for its equity interest in the Debtors.

5.7a CLASS 7a -- UNSECURED CLAIMS OF QCP.

(a) Impairment and Voting. Class 7a is impaired by the Plan. The holder of an Allowed Class 7a Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The Claims in this Class include those of the general unsecured creditors of QCP (except the holder of the Class 6 Claim) holding Allowed Unsecured Claims, without priority.

All allowed unsecured claims in Classes 7a, 7b, 7c, and 7d will be paid a pro-rata portion of quarterly payments until a total of \$1,000,000.00 has been paid. The quarterly payments will be in the amount of \$50,000.00 per quarter for twenty (20) quarters. The first quarterly payment will be due the first day of the quarter that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each quarter thereafter. The payments will be completed in five years. If any disputed claim is allowed and not paid by insurance proceeds, then that creditor will receive a pro rata share of the monthly payments and the payments on all other allowed claims will be reduced accordingly.

If any of the MSBCRP are the holders of the MidSouth Bank Claim on the Effective Date

of the Plan or become the holders of the MidSouth Bank Claim, the Class 7a - 7d creditors shall share pro-rata in a payment of \$125,000.00 to be paid by the Debtors either on the Effective Date or within thirty (30) days of the date the order rendered determining that any of the MSBCRP are the owner of the Mid South Bank Claim becomes final and non-appealable, whichever occurs last.

In the event the insiders do not acquire the MidSouth Bank Claim, the Class 7a - 7d creditors will share pro-rata in any recovery with respect to claims asserted against the insiders to the extent that such claims exist.

5.7b CLASS 7b -- UNSECURED CLAIMS OF QPM.

(a) Impairment and Voting. Class 7b is impaired by the Plan. The holder of an Allowed Class 7b Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The Claims in this Class include those of the general unsecured creditors of QPM (except the holder of the Class 6 Claim) holding Allowed Unsecured Claims, without priority.

All allowed unsecured claims in Classes 7a, 7b, 7c, and 7d will be paid a pro-rata portion of quarterly payments until a total of \$1,000,000.00 has been paid. The quarterly payments will be in the amount of \$50,000.00 per quarter for twenty (20) quarters. The first quarterly payment will be due the first day of the quarter that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each quarter thereafter. The payments will be completed in five years. If any disputed claim is allowed and not paid by insurance proceeds, then that creditor will receive a pro rata share of the monthly payments and the payments on all other allowed claims will be reduced accordingly.

If any of the MSBCRP are the holders of the MidSouth Bank Claim on the Effective Date of the Plan or become the holders of the MidSouth Bank Claim, the Class 7a - 7d creditors shall share pro-rata in a payment of \$125,000.00 to be paid by the Debtors either on the Effective Date or within thirty (30) days of the date the order rendered determining that any of the MSBCRP are the owner of the Mid South Bank Claim becomes final and non-appealable, whichever occurs last.

In the event the insiders do not acquire the MidSouth Bank Claim, the Class 7a - 7d creditors will share pro-rata in any recovery with respect to claims asserted against the insiders to the extent that such claims exist.

5.7c CLASS 7c -- UNSECURED CLAIMS OF TRACO.

(a) Impairment and Voting. Class 7c is impaired by the Plan. The holder of an Allowed Class 7c Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The Claims in this Class include those of the general unsecured creditors of Traco (except the holder of the Class 6 Claim) holding Allowed Unsecured Claims, without priority.

All allowed unsecured claims in Classes 7a, 7b, 7c, and 7d will be paid a pro-rata portion of quarterly payments until a total of \$1,000,000.00 has been paid. The quarterly payments will be in the amount of \$50,000.00 per quarter for twenty (20) quarters. The first quarterly payment will be due the first day of the quarter that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each quarter thereafter. The payments will be completed in five years. If any disputed claim is allowed and not paid by insurance proceeds, then that creditor will receive a pro rata share of the monthly payments and the payments on all other allowed claims will be reduced accordingly.

If any of the MSBCRP are the holders of the MidSouth Bank Claim on the Effective Date of the Plan or become the holders of the MidSouth Bank Claim, the Class 7a - 7d creditors shall share pro-rata in a payment of \$125,000.00 to be paid by the Debtors either on the Effective Date or within thirty (30) days of the date the order rendered determining that any of the MSBCRP are the owner of the Mid South Bank Claim becomes final and non-appealable, whichever occurs last.

In the event the insiders do not acquire the MidSouth Bank Claim, the Class 7a - 7d creditors will share pro-rata in any recovery with respect to claims asserted against the insiders to the extent that such claims exist.

5.7d CLASS 7d -- UNSECURED CLAIMS OF QAC.

(a) Impairment and Voting. Class 7d is impaired by the Plan. The holder of an Allowed Class 7d Claim is entitled to vote to accept or reject the Plan.

(b) Treatment. The Claims in this Class include those of the general unsecured creditors of QAC (except the holder of the Class 6 Claim) holding Allowed Unsecured Claims, without priority.

All allowed unsecured claims in Classes 7a, 7b, 7c, and 7d will be paid a pro-rata portion of quarterly payments until a total of \$1,000,000.00 has been paid. The quarterly payments will be in the amount of \$50,000.00 per quarter for twenty (20) quarters. The first quarterly payment will be due the first day of the quarter that is at least 30 days after the Effective Date. Subsequent payments will be made on the first day of each quarter thereafter. The payments will be completed in five years. If any disputed claim is allowed and not paid by insurance proceeds, then that creditor will receive a pro rata share of the monthly payments and the payments on all other allowed claims will be reduced accordingly.

If any of the MSBCRP are the holders of the MidSouth Bank Claim on the Effective Date of the Plan or become the holders of the MidSouth Bank Claim, the Class 7a - 7d creditors shall

share pro-rata in a payment of \$125,000.00 to be paid by the Debtors either on the Effective Date or within thirty (30) days of the date the order rendered determining that any of the MSBCRP are the owner of the Mid South Bank Claim becomes final and non-appealable, whichever occurs last.

In the event the insiders do not acquire the MidSouth Bank Claim, the Class 7a - 7d creditors will share pro-rata in any recovery with respect to claims asserted against the insiders to the extent that such claims exist.

5.8 CLASS 8 -- CLAIMS OF MEMBER INTERESTS.

(a) Impairment and Voting. Class 8 is impaired by the Plan. The holders of Allowed Class 8 Member Interests will obtain a total of twenty-five percent (25%) ownership interests in the Debtors.

(b) Treatment. The Debtors' members, Troy Collins and Nathan Granger, will obtain a total of 25% ownership interests in the Debtors by contributing new value in the total sum of \$250,000.00 to the Debtors. On the Effective Date, \$125,000.00 shall be contributed, and, on the first anniversary of the Effective Date, an additional \$125,000.00 shall be contributed. The Exit Funding Entity will obtain a 75% interest for contributing the Exit Funding. The total contribution to equity will be \$1,000,000 if the Guarantors do not acquire the MidSouth Bank Claim and if they do acquire the MidSouth Bank claim the contribution to Equity shall be the Class 6 deficiency claim of MSBCH.

Troy Collins and Nathan Granger intend to fund this additional capital contribution through a combination of cash on hand, additional personal debt, assets that can be readily liquidated, and/or gifts from close family or friends.

Debtors shall have the right, but not the obligation, to prepay some or all of the plan payments listed above at any time without penalty.

ARTICLE VI **EXECUTORY CONTACTS AND UNEXPIRED LEASES**

6.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

(a) Executory Contracts and Unexpired Leases. The Debtors hereby assume all master service agreements with customers and all other executory contracts and leases not specifically rejected herein or rejected by prior order of the Court. The Debtors also hereby reject any and all leases with De Lage Landen Financial Services and Brace Integrated Services, Inc. / Brace Industrial Group.

(b) Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases.

Entry of the Confirmation Order shall constitute the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption and rejection of the executory contracts and unexpired leases assumed or rejected pursuant to Section 5.1(a) hereof.

ARTICLE VII

IMPLEMENTATION AND EFFECT OF CONFIRMATION OF PLAN

7.1 Retained Property. As of the Effective Date, the Debtors' property will be revested in the Debtors free and clear of any claims, liens, mortgages, ownership interests, or any other encumbrances, other than those mortgages that shall continue as specified in the Plan.

Notwithstanding the foregoing, on the Effective Date, the Debtor shall sell to Wein Air LA, LLC (a company owned and operated by John Weinstein) the Real Estate for the sum of \$3,500,000, free and clear of liens and claims. The sale shall be in the form of an Internal Revenue Code Section 1031 exchange. Wein Air shall then lease the Real Estate back to the Reorganized Debtor based upon the following terms:

The Reorganized Debtor shall enter into a 10 year lease with Wein Air, LA, LLC on a triple net basis for \$38,000 per month for the Real Estate purchased by Wein Air LA, LLC, as referenced above.

In connection with the proposed sale of the Real Estate set forth above, the holder of the MidSouth Bank claim, if it is a party other than the Guarantors, shall possess whatever rights they have pursuant to 11 USC 363(k) to the extent the Court allows such holder to "credit bid."

7.2 Causes of Action. Except as provided in the Plan, as of the Effective Date, pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, any and all Causes of Action accruing to the Debtors and Debtors in Possession, including, without limitation, actions under Sections 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, shall remain assets of the Debtors, including actions against the potential defendants set forth in Exhibit E.

In addition, the Debtors will retain and may pursue, without limitation, any and all causes of action and/or claims against Roy Hill - CETA, Brennan Vinet, Mike Holmes, Kendall Allen, Chad Bergeron, Jason Alleman, Crimson Gulf, LLC, Ervin Cable, NX Utilities, BHP Billiton, Conoco Phillips, Petroquest Energy, Inc., Offshore Inland Marine & Oilfield Services Companies, Inc., Northstar Offshore Group, LLC, Rooster Energy, LLC, and other parties who owe accounts receivable to the Debtors, as well as, without limitation, MidSouth Bank, Energy Services Note Acquisition, LLC, and The Stone Street Group, Inc., and/or those acting in concert with them, for breach of the non-disclosure agreement between the Debtors and The Stone Street Group, Inc., breach of fiduciary duty, failure to abide by good faith and fair dealing, unfair trade practices, contesting the validity of any pre-petition security interests, security devices, or mortgages acquired by Energy Services Note Acquisition, LLC, including the validity of the

transfers, and other causes of action.

In the event the insiders of the Debtor acquire the MidSouth Bank Claim and such claim is contributed to equity, any claims against the insiders by the Debtor will be released. If the MidSouth Bank Claim is not acquired, then independent counsel will evaluate any potential claims against the insiders. Independent Counsel will be identified by the Debtors in a Plan supplement filed 10 days prior to the Confirmation Hearing in consultation with the Unsecured Creditors' Committee.

7.3 Discharge of Debtors. The Debtors will receive a discharge of all debts upon confirmation.

7.4 Injunction. Except as otherwise expressly provided in the Plan or the Confirmation Order, all entities who have held, hold or may hold Claims against or Equity Interests in the Debtors, are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim or Equity Interest, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors on account of any such Claim or Equity Interest, (c) creating, perfecting or enforcing any encumbrance of any kind against the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Equity Interest, and (d) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Equity Interest. Such injunction shall extend to successors and affiliates of the Debtors and their respective properties and interests in property.

ARTICLE VIII

RETENTION OF JURISDICTION

8.1 The Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code and for purposes including, but not limited to, the following:

(a) To determine any and all objections to and proceedings involving the allowance, estimation, classification, and subordination of Claims or Equity Interests;

(b) To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan;

(c) To determine the terms for the rejection or assumption of executory contracts or

unexpired leases or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which any Debtor is a party or with respect to which any Debtor may be liable, and to hear and determine and, if need be to liquidate, any and all Claims arising therefrom including the determination of defaults required to be cured;

(d) To determine any and all applications, adversary proceedings and contested or litigated matters initiated or asserted by the Debtors on or prior to Effective Date and initiated or asserted by the Debtors subsequent to the Effective Date and arising under Chapter 11 of the Bankruptcy Code or arising in or related to the Debtors' Chapter 11 Cases; including, but not limited to, (i) Causes of Action to avoid or recover transfers (including fraudulent or preferential transfers) of the Debtors' property pursuant to Sections 542 through 553 of the Bankruptcy Code or applicable state law, (ii) claims and Causes of Action arising from the pre-petition activities of the Debtors, whether arising by statute or common law, whether arising under the laws of the United States, Louisiana, or any other state having jurisdiction over any claim or controversy, and whether maintainable against third parties, affiliates or insiders of the Debtors, (iii) claims, Causes of Action and other litigation that may adversely impact or affect the Reorganized Debtors' property, (iv) contests to Claims, and (v) proceedings involving offsets against Claims, (vi) proceedings to enforce the post discharge injunction against creditors.

(e) To issue orders, determinations, and rulings regarding the valuation, recovery, disposition, distribution, operation, or use of the Debtors' property, including claims to recover preferences, fraudulent conveyances, or damages of any type from any person, and whether initiated prior to or after the Effective Date;

(f) To determine any and all applications, claims, Causes of Action, adversary proceedings, and contested or litigated matters that may be commenced by the Debtors or the Trustee subsequent to the Effective Date;

(g) To consider any modifications of the Plan, remedy any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;

(h) To determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan, the Plan documents and agreements executed in connection therewith or any person's obligations under the Plan or any documents and agreements executed in connection therewith;

(i) To consider and act on the compromise and settlement of any Claim against or Cause of Action by or against the Debtors;

(j) To issue such orders in aid of execution of the Plan to the extent authorized by Section 1142 of the Bankruptcy Code; and the court may issue such orders in aid of consummation of the Plan under Sections 105 and 1142 to require existing lienholders against the property or the Clerk of Court to erase the liens and/or encumbrances as inscriptions against the property in the

mortgage records of any parish or with the Secretary of State of the State of Louisiana.

(k) To enter a Final Decree under Bankruptcy Rule 3022 terminating the Chapter 11 Case;

(l) To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with the Plan, the Confirmation Order or the Effective Date.

(m) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(n) To recover all assets of the Debtors and property of the Debtors' estate, wherever located;

(o) To hear and determine matters concerning state, local and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code;

(p) To determine whether a claimant has a personal injury claim and has received sufficient notice to be discharged under this Plan; and,

(q) To hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 **Effectuating Documents and Further Transactions.** The Debtors are authorized to execute, deliver, file or record such contracts, instruments, releases, indentures and other agreements or documents and take such actions as may be reasonably necessary or appropriate to effectuate, implement and consummate the Plan without any further evidence of the terms and conditions of the Plan and any notes or securities issued pursuant to the Plan, or any action of the Debtors or their managers to authorize such; the acting manager of the Debtors will be heretofore and without any further need of court orders or board actions, deemed to be authorized to execute any of the aforesaid documents or agreements or to take any of the aforementioned steps to confirm, implement and consummate the Plan of Reorganization. The Plan will be binding upon and inure to the benefit of the Debtors, claimants, Equity Interests and their respective successors and assigns, including, without limitation, the purchaser; and the court may issue such orders in aid of consummation of the Plan under Sections 105 and 1142, and particularly orders to require existing lienholders against the property to erase their liens and/or encumbrances as inscriptions against the property of the Debtors in the mortgage records of any parish or with the Secretary of State of the State of Louisiana.

9.2 **Exculpation.** None of the Debtors, nor any of their respective members, managers, officers, directors, employees, advisors or agents shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of,

the Chapter 11 Cases, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan except for fraud, willful misconduct, or gross negligence, and, in all respects, the Debtors, and their respective members, managers, officers, directors, employees, advisors and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

9.3 Payment of Statutory Fees Due the United States Trustee. All fees due and payable pursuant to 28 U. S. C. Section 1930(a)(6) shall be paid in full prior to the Effective Date.

9.4 Severability. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

9.5 Revocation or Withdrawal of the Plan. The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any claims by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors.

9.6 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the purchaser.

9.7 Notices. All notices, requests and demands to or upon the Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission or email, when received and telephonically confirmed, with a copy by mail, addressed as follows:

If to the Debtors:

Quality Construction & Production, LLC
Quality Production Management, LLC
Traco Production Services, Inc.
Quality Acquisition Company, LLC
c/o Weinstein & St. Germain, LLC
1411 NE Evangeline Thwy
Lafayette, LA 70501
Telephone: (337) 235-4001
Telecopier: (337) 235-4020

E-mail: tstgermain@weinlaw.com

9.9 Final Allowance. Notwithstanding anything contained above, all distributions to Classes under this Plan will only be made after the creditors in said Classes have their Claims fully fixed and allowed by the court and after a final list of creditors for each Class is submitted to the court and approved by the Court. However, objections on claims in one Class will not preclude distribution to creditors in other Classes where no disputes exist regarding Claims in the other Classes.

9.10 Conditions Precedent to Effective Date. The Effective Date will not occur and this Plan will not become Effective unless and until a) the Real Estate is sold to Wein Air LA, LLC, free and clear of liens and claims, b) the lease set forth in this Plan between Wein Air LA, LLC, and the Reorganized Debtor has been executed, c) the Confirmation Order has become a Final Order, and d) the Equity Holders have demonstrated they possess the ability to fund the capital contribution set forth in this Plan. The conditions precedent of this Plan may be waived in whole or in part by the Exit Funding Entity.

9.11 Consummation. After the first plan payments and the confirmation order becomes a Final Order, the Plan shall be deemed fully consummated, and this case shall be closed. Until substantial consummation occurs, the Debtors may move for and be granted modifications of this Plan. Once full consummation is accomplished, an appropriate Order will be entered closing the case, and such Order closing the case shall be deemed a final decree and shall include, in addition to the normal injunctive language, an Order that any term or provision of any Debtors or security agreement between the Debtors and any of his creditors will be null and void to the extent that such clause provides that the filing of bankruptcy, reorganization, or any other solvency proceeding operates as a default under such agreement, or similar language. Creditors shall be enjoined from institution or continuing any legal action to enforce such terms or provisions, since they will be declared null and void. Further, all creditors shall be enjoined from instituting or continuing any legal action or liens against the property of the estate, unless an Order is entered by this Court declaring a default in payments under the Plan. Further, the Order closing this estate shall provide that all jurisdiction of this Court will terminate, except such jurisdiction as is otherwise provided herein above, or except and unless the Debtors require reopening of this case to enforce any injunctions contained in the Order closing this case (or any similar beneficial Orders).

Dated: February 14, 2019

Respectfully submitted,

WEINSTEIN & ST. GERMAIN, LLC

By: /s/ Tom St. Germain
TOM ST. GERMAIN (#24887)
1414 N.E. EVANGELINE
THWY
LAFAYETTE, LA 70501
PHONE: (337) 235-4001
FAX: (337) 235-4020

ATTORNEY FOR DEBTORS

D:\WPDOCS\22-261\Quality Construction & Production, LLC\plan\plan 3rd amd FINAL 021419.wpd

**EXHIBIT A
LEGAL DESCRIPTION**

A certain tract of land located in Section 8, T11S, R5E, Louisiana Meridian, being Lot 1-A of the Young Industrial Park, City of Youngsville, Lafayette Parish, Louisiana, as defined by bearings and distances in the Louisiana coordinate system of 1983, South Zone, and more particularly described:


Commencing at the intersection of Highway 89 and Griffin Road, being the approximate northwest corner of Section 8, thence along the centerline of Griffin Road S 88° 52' 01" E a distance of 70.91', thence South a distance of 30.00' to a set 1/2" iron rod on the southerly right-of-way of Griffin Road at the end of a curve at the Northwest corner of the property and the point of beginning, thence along the Southerly right-of-way of Griffin Road S 88° 52' 01" E a distance of 244.63' to a set 1/2" iron rod at the Northeast corner of the property; Thence S 00° 33' 12" W a distance of 337.23' to a found 1/2" iron rod at the Southeast corner of the property; Thence N 89° 21' 47" W a distance of 274.04' to a found 1" iron rod on the East right-of-way of Highway 89 at the Southwest corner of the property; Thence along the East right-of-way of Highway 89 N 00° 26' 52" E a distance of 299.03' to found 1/2" iron rod at the beginning of a curve at the Northwest corner of the property; Thence along a curve to the right having a radius of 30.00' a length of 46.85', a central angle of 91° 00' 00", and a Chord of 42.33' at N 45° 32' 02" E to the point of beginning.

Said Tract is shown as "LOT 1-A" on that certain plat of survey prepared by David K. Burdeaux, P.L.S. of T. Baker Smith, dated January 27, 2012 and which is recorded under Entry No. 2012-4069 of the records of the Clerk of Court for Lafayette Parish, Louisiana.

Said property bears a municipal address of 425 Griffin Road, Youngsville, LA 70592.


WITNESSES:


Print: IRVING L. BOUDREAUX


Print: Debbie S. Dethlefsen

Quality Construction & Production, LLC


By: Nathan C. Granger, Member


Aron Collins, member


GREGORY P. TOUCHET
NOTARY PUBLIC #14444

MY COMMISSION EXPIRES: AT DEATH

File No. GPT-1090

Title Underwriter: First American Title

Title Agent: Gregory P. Touchet, License #170463

2014 W. Pinhook Drive, Ste. 502, Lafayette, LA 70508

Title Exam by: Gregory P. Touchet/ Bar Roll #13471

Reference to the above does not impose title insurance coverage
nor create a lawyer-client relationship for any party to this act. All as per 22:513.1



**EXHIBIT A
LEGAL DESCRIPTION**

A certain tract of land located in Section 8, T 11 S, R 5 E, Louisiana Meridian, being LOT 1-B OF THE YOUNG INDUSTRIAL PARK, City of Youngsville, Lafayette Parish, Louisiana, containing 9.399 acres, more or less, as defined by bearings and distances in the Louisiana Coordinate System of 1983, South Zone, and more particularly described as follows:

Commencing at the intersection of Highway 89 and Griffin Road, being the approximate Northwest Corner of Section 8, thence along the centerline of Griffin Road S 89° 03' 55" E a distance of 315.07'; thence south a distance of 20.92' to a set 1/2" iron rod on the southerly right-of-way of Griffin Road at the Northwest corner of the property and the point of beginning. Thence along the southerly right-of-way of Griffin Road S 88° 55' 03" E a distance of 320.99' to a found 5/8" iron rod at the Northeast corner of the property; thence S 00° 32' 37" W a distance of 1,191.82' to a found 1/2" rod at the Southeast corner of the property; thence N 89° 28' 09" W a distance of 399.03' to a found 1/2" iron rod at the Southwest corner of the property; Thence N 00° 45' 00" E a distance of 373.64' to a found 5/8" iron rod; thence S 89° 35' 15" E a distance of 94.77' with 5/8" iron rods found as references N 89° 35' 15" W a distance of 5.06' and N 02° 58' 55" W a distance 4.99'; Thence N 02° 58' 55" W a distance of 103.46' to a found 1/2" iron rod; thence N 03° 23' 32" W a distance of 90.55' to a found 1/2" iron rod; thence N 02° 58' 07" W a distance of 90.33' to a found 1/2" iron rod; thence N 00° 32' 27" E a distance of 200.07' to a found 1/2" iron rod; thence N 00° 33' 12" W a distance of 337.23' to the point of beginning.

Said tract of land depicted as "Lot 1-B" on the "ALTA/ACSM LAND-TITLE SURVEY" (of LOT 1-B) dated July 13, 2011, revised August 22, 2011, prepared by David K. Burdeaux, P.L.S. of T. Baker Smith, which is attached as Exhibit "D" to Act of Credit Sale and Mortgage by and between T.A.K. Properties, LLC and Quality Construction & Production, LLC dated August 26, 2011 and recorded under Entry No. 2011-33594, records of Lafayette Parish, Louisiana.

WITNESSES:

Print: Elle

Print: Debbie S. Ouellette

Quality Construction & Production, LLC

By: Nathan C. Granger, Member

By: Troy D. Collins, Member


GREGORY P. TOUCHET
NOTARY PUBLIC #14444

MY COMMISSION EXPIRES: AT DEATH

File No. L300-3146

Title Underwriter: First American Title

Title Agent: Gregory P. Touchet, License #170463

2014 W. Pinhook Drive, Ste. 502, Lafayette, LA 70508

Title Exam by: Gregory P. Touchet/ Bar Roll #18471

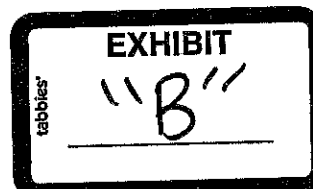
Reference to the above does not impose title insurance coverage
nor create a lawyer-client relationship for any party to this act. All as per 22:513.1

Payments Made Within 90 Days or One Year For Insiders

Quality Construction & Production, LLC

90-day payments

<u>Name</u>	<u>Total of Payments</u>
United States Treasury	\$ 895,405.34
American Express Vendors	\$ 467,045.67
QPM LLC Employee Benefit	\$ 428,881.58
ALMA	\$ 299,020.89
Whitco Supply	\$ 289,447.99
American Express	\$ 280,819.71
First Insurance Funding	\$ 240,539.56
De Lage Landen	\$ 184,113.95
Howard Risk Advisors	\$ 104,386.58
Great West Retirement	\$ 92,003.62
Nondestructive & Visual Insp	\$ 90,588.62
Louisiana Dept of Revenue	\$ 86,905.24
Lafayette Parish School Board	\$ 83,300.79
Premier Truck Rental	\$ 81,000.00
Lafayette Parish Tax Collector	\$ 80,699.14
National Welding Supply	\$ 68,646.19
Tommy Allen	\$ 65,799.10
Kendall Allen	\$ 65,799.10
Chase Card Services	\$ 50,000.00
Dearborn National Life	\$ 43,725.63
Lafayette Paint & Supply	\$ 40,049.57
Emerson Processing	\$ 38,015.56
Louisiana Valve Source	\$ 38,000.00
Moody Price, LLC	\$ 36,893.27
Redhawk Industrial	\$ 36,851.00
WEX Fleet Universal	\$ 36,345.76
Darnall Sikes & Frederick	\$ 36,065.00
Crescent Dental	\$ 35,003.67
OQSG	\$ 33,315.16
Production Rental & Supply	\$ 30,000.00
The Reynolds Company	\$ 28,820.18
ARC Development, LLC	\$ 11,329.00
AT&T Mobility	\$ 11,276.50
Baker Tank Head	\$ 9,768.00
Gulf Coast Office Products	\$ 7,862.71
Barclays	\$ 8,230.50



J.V. Properties	\$ 7,800.00
Brace Integrated Services	\$ 25,000.00
Christopher V. Grissom	\$ 8,224.89
Community Coffee Company	\$ 7,320.72
Compliance Background Screening	\$ 8,327.75
Jessie Plaisance, Jr.	\$ 8,224.89
Larry Delcambre AC	\$ 8,027.50
Deepwell Energy Services, LLC	\$ 9,812.40
Dept of Social Services	\$ 26,386.93
Discovery Inn	\$ 11,305.87
LaRussa Enterprises, Inc.	\$ 6,600.00
Donald Massad, APC	\$ 8,216.00
Leblanc Oil Company, Inc.	\$ 8,362.40
Flow Control Equipment, LLC	\$ 8,461.87
Louisiana Workforce Commission	\$ 14,355.87
Mauricio Industrial Services	\$ 9,836.20
Gator Valve, Inc.	\$ 6,564.26
Peter Simon	\$ 8,224.89
Plaquemine Parish Sales Tax	\$ 10,375.52
Glenda Bach	\$ 12,000.00
Profire Energy, Inc.	\$ 16,696.64
Guardian Life	\$ 11,030.76
South Louisiana Bank	\$ 12,101.59
JAC Consulting, Inc.	\$ 9,700.00
Starmount Life Insurance Co.	\$ 8,617.84
TK Energy Services, LLC	\$ 8,000.00
TCH Distributors, LLC	\$ 7,402.61
Specialty Sand Company	\$ 7,186.80
Office Mart	\$ 6,742.46
Track Realty RT	\$ 9,000.00
Texas Attorney General	\$ 8,749.41
Total Production Supply	\$ 12,691.29
Sherwin Williams Co.	\$ 18,834.27
Wagner Plate Works	\$ 8,081.00
WOW Technologies	\$ 12,420.00
Wright National Flood Insurance	\$ 13,664.00
Advantage Resourcing	\$ 27,846.27
American Equity Underwriters	\$ 17,263.00
Camden Post Oak	\$ 12,074.73
Custom Abrasives, LLC	\$ 11,115.60
Entergy	\$ 22,359.50
Fort Worth F&D Head Company	\$ 16,320.00
Freedom Energy Solutions	\$ 24,935.81
Gas & Supply	\$ 27,626.01
Great American Financial Services	\$ 17,996.36
TD Poultry, LLC	\$ 19,200.00

One-year Payments

Stephen Granger	\$ 55,498.40
Nathan Granger	\$ 166,883.92
Troy Collins	\$ 171,920.64
Kaylie Marie Collins	\$ 14,094.00
Vallie Theresa Collins	\$ 35,510.00
Offshore Service & Supply, LLC	\$ 715,129.62

Quality Production Management, LLC**90-day payments**

<u>Name</u>	<u>Total of Payments</u>
EFTPS	\$ 403,592.16
RLC, LLC	\$ 137,485.84
Great West Retirement	\$ 48,940.31
Enterprise Fleet Management	\$ 41,499.17
Louisiana Dept of Revenue	\$ 30,388.91
G&J Land & Marine Food Dis.	\$ 28,942.18
American Express	\$ 28,196.78
Dearborn National Life	\$ 18,326.62
Crescent Dental	\$ 14,765.36
Wright Express	\$ 12,922.35
Pecos Tire	\$ 7,429.29
Enterprise Holdings, LLC	\$ 6,885.87

One-year Payments

Dana Granger	\$ 39,000.00
Cherie Collins	\$ 39,000.00

Traco Production Services, Inc.**90-day payments**

<u>Name</u>	<u>Total of Payments</u>
The Gauge House, LLC	\$ 12,558.28
208 Belmont Realty, LLC	\$ 10,500.00
Advanced Supply, LLC	\$ 10,669.33
American Piping Product	\$ 12,249.77
Atchafalaya Measurement, Inc.	\$ 21,667.84
Baker Tankhead	\$ 9,768.00
Barclays	\$ 15,107.90
Bill Poole Valves & Controls	\$ 6,466.76
Cajun Metals, LLC	\$ 40,437.00
Code Compliance Inspection, LLC	\$ 44,476.00

Controlworx	\$ 11,589.06
Crescent Employee Benefits	\$ 20,154.84
Darnall Sikes	\$ 20,475.00
Dearborn National Life	\$ 23,795.35
LA Dept of Social Services	\$ 16,852.32
Emerson Process Management	\$ 38,015.56
Enterprise Fleet Management	\$ 86,418.30
Fabco Products	\$ 7,170.57
Flow Control Equipment, LLC	\$ 14,906.52
Ford Motor Credit	\$ 18,072.20
Fort Worth F&D Head Co.	\$ 46,420.00
Freedom Energy Solutions	\$ 24,935.81
Gem-Trim, LLC	\$ 8,150.65
Great W Retirement Services	\$ 45,036.55
H.I.S. Fire and Safety, LLC	\$ 15,392.33
Hankos	\$ 12,644.00
Houma Valve Services, Inc.	\$ 6,598.96
Industrial Piping Specialists	\$ 14,980.00
Joe Braido	\$ 8,244.00
John H. Carter Co., Inc.	\$ 12,357.50
Jory L. Bernard	\$ 25,050.00
Kenneth Lirette	\$ 6,581.92
Kimray, Inc.	\$ 14,370.86
LA Dept of Revenue	\$ 45,434.76
Lafayette Parish School System	\$ 105,553.36
Lafayette Parish Tax Collector	\$ 17,083.68
State of Louisiana	\$ 29,612.00
Louisiana Valve Source, LLC	\$ 69,858.00
M&M Pump & Supply, Inc.	\$ 7,087.79
Mainline Mach, Inc.	\$ 18,231.96
Moody-Price, LLC	\$ 40,240.55
MRC Global (US) Inc.	\$ 24,592.15
NI Welding Supply, LLC	\$ 28,490.18
Profire Energy, Inc.	\$ 37,984.77
Robin Instrument & Specialty	\$ 6,252.40
Scioneaux, LLC	\$ 26,609.48
Setpoint Integrated Solutions	\$ 23,641.21
Sigmahlr	\$ 8,915.28
Specialty Equipment Sales	\$ 86,676.28
TDW Services, Inc.	\$ 16,294.00
Tex-Fab Inc.	\$ 54,405.00
The Reynolds Company	\$ 28,820.18
Trinity Heads, Inc.	\$ 6,616.00
State of Texas	\$ 45,524.54
United States Treasury	\$ 542,852.54
UPS	\$ 7,134.40
Wagner Plate Works TX LLC	\$ 33,081.00

WEX Fleet Universal	\$	109,062.54
Whitco Pump & Equipment	\$	50,667.73
Xtreme Welding and Design	\$	15,627.50