

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

IN RE:	§	CASE NO. 15-51554
LAHAYE ENTERPRISES, LLC	§	
<i>Debtor</i>	§	
	§	CHAPTER 11
	§	

**SECOND AMENDED COMBINATION DISCLOSURE STATEMENT
AND PLAN LIQUIDATION OF LAHAYE ENTERPRISES, LLC
DATED MAY 31, 2016**

**ARTICLE I
SUMMARY**

This is a liquidating plan. LaHaye Enterprises, LLC (“the Debtor” or “LaHaye”) is not continuing to operate and will liquidate all its assets. The two members of the Debtor will pay any balance owed to creditors whose collateral was not valued high enough to satisfy any debt owed to them. This Plan, along with the Plan to be filed in an individual case of Richard and Cindy LaHaye soon to be filed, proposes to satisfy either through the surrender of collateral or payment 100% of all allowed claims.

The Debtor proposed an Original Combination Disclosure Statement and Plan ("Plan") pursuant to 11 U.S.C. §1125(f) of the Bankruptcy Code (11 U.S.C. 101 *et seq*) and Rule 3017.1 of the Federal Rules of Bankruptcy Procedure. It was heard February 2, 2016, and the Court allowed the Debtor thirty days to file an Amended Combination Disclosure Statement and Plan. An extension of that deadline was granted to May 31, 2016. An Amended Combination Disclosure Statement and Plan was filed and confirmation was denied. This is the Second Amended Combination Disclosure Statement and Plan.

The Debtor asks that, after careful consideration of alternatives to this plan that you vote in favor of this Plan.

**ARTICLE II
BACKGROUND**

The primary function of this Second Amended Combination Disclosure Statement and Plan is to give a brief history of the Debtor and describe the plan of the Debtor to liquidate its assets. The Bankruptcy Code is embodied in 11 U.S.C. §101 *et seq.* and the law dealing with debt modification, restructuring, debtor and creditor rights thereunder.

On December 3, 2015, (the "Petition Date"), Lahaye filed its voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code. No committees were

appointed or constituted nor was a trustee appointed. This case has never been converted to a case under another chapter of Title 11.

The Debtor, as of the petition date, was not operating having ceased operations over one year ago.

The Debtor is a Louisiana limited liability company wholly owned by Richard and Cindy Lahaye (“Lahayes”). It operated a small retail establishment that sold groceries and food items. The business did not make enough money to remain in business in large part due to the competition resulting from the opening of a large national retail store in the local area. Management, Richard and Cindy Lahaye, made repeated efforts to transfer the assets to the secured lender in satisfaction of the debt owed to the lender. Those efforts were unsuccessful. The lender was Regions Bank however in mid-2015 Regions Bank sold the note secured by a mortgage on the immovable property and a security interest in movable property to New Falls Corporation. (“New Falls”) The debt owed to New Falls is also secured by immovable property owned by the Lahayes individually. The Debtor does not know the terms of the sale of the note or notes from Regions Bank to New Falls. Despite the notes being in default, Regions Bank did not foreclose its mortgage or security agreements.

The Lahayes are guarantors of the debt owed that is secured by the assets of the Debtor and their own immovable property. The Plan proposes to surrender the assets belonging to the Debtor securing the note(s) held by New Falls to New Falls in partial satisfaction of the debt owed to New Falls. The amount of the credit the Debtor and guarantors will receive is equal to the value of the property used by New Falls in the proofs of claim filed by it in this case. The balance, rounded to \$100,000, will continue to be secured by the property owned by the Lahayes, will be treated in the Lahayes’ chapter 11 individual case. The proposal is to amortize the unpaid balance owed to New Falls over 20 years at 5% per annum in equal monthly installments, and it will balloon in 5 years from the Effective Date. That treatment will be contained in the Lahayes’ Plan filed in their individual chapter 11. The guaranty of the Lahayes of the New Falls note(s) shall continue in effect until the claim secured by the Lahayes personally owned immovable property is paid in full. The Plan in the Lahayes’ individual case will provide that until the New Falls debt is paid and as long as the Lahayes are making the payments required by the Plan both New Falls and its successors or assigns shall be temporarily enjoined from pursuing the Lahayes for collection of the balance owed New Falls and New Falls or its successors will also be enjoined from foreclosing its mortgage against the Lahayes personal immovable property. Should the Debtor or Lahayes default then New Falls rights to enforce its mortgage and security interests are preserved.

There are no unpaid priority claims in favor of any taxing authority.

No party affiliated with the Debtor nor any member is receiving any property or money under the Plan.

ARTICLE III
DEBTORS' REQUEST FOR PRELIMINARY APPROVAL
OF PLAN PURSUANT TO RULE 3017.1

The Debtor previously requested that pursuant to Rule 3017.1 of the Federal Rules of Bankruptcy Procedure the Court preliminarily approve the Original Combination Disclosure Statement and Plan which it did.

ARTICLE IV
GENERAL PREMISE OF PLAN

This is a simple Chapter 11 Plan. The Lahayes will fund all plan payments directly or through the Debtor by paying all allowed claims not otherwise fully satisfied under the Plan. The Debtor will surrender all its property that is encumbered by security interests in favor of New Falls to New Falls in partial satisfaction of New Fall's claims. The LaHayes will pay the balance of \$100,000 owed after the surrender of the property to New Falls in equal monthly payments through the Lahayes individual Plan to be filed in their individual case. Unsecured creditors will be paid monthly \$500 commencing on the first day of the first full month following the Effective Date until paid in full. Any balance owed to New Falls will continue to be secured by the Lahayes' immovable property which now secures the New Fall's debt (along with the Debtor's property until New Falls takes title) and any guarantee given by the Lahayes individually and security interest in the Lahaye's immovable property will continue in effect until New Falls is paid in full. The New Falls balance will be paid in equal monthly installments as provided by the confirmed Plan in the Lahayes' individual chapter 11 case. The New Falls balance after surrender of the collateral owned by the Debtor is recognized at no more than \$100,000.00, and will be amortized at 5% per annum for 20 years in equal monthly installments of \$660.00 and will balloon in 5 years from the Effective Date provided for in the Lahayes' Plan in their individual chapter 11 case.

Although the Debtor has not identified any debts owed to it, it will use reasonable efforts to collect all outstanding sums owed to it.

The Debtor will pay all administrative costs which are the costs of being in a Chapter 11 such as attorney fees, accountant fees, fees of the United States Trustee, and post-petition costs and obligations that fit the definition of administrative costs under the Bankruptcy Code. The funds needed to pay the administrative costs of this Chapter 11 were provided by the Lahayes through an unsecured loan to the Debtor. The Lahayes are not seeking any return of those funds or repayment of them. The funds loaned to the Debtor were for the purpose of paying the filing fee and administrative costs of this case.

All costs of this chapter 11 case are being funded by the Lahayes personally.

The fees due the United States Trustee will be paid in full as they become due and according to applicable law. The Debtor will continue to file monthly operating reports and timely pay United States Trustee fess until a Final Decree is entered.

Currently the Debtor is not suing anyone.

ARTICLE V
BAR DATE

The Claims Bar Date was January 4, 2016. Claims must have been filed with the Clerk of the Bankruptcy Court, 214 Jefferson St., Suite 100, Lafayette, LA, 70501-7050 by that date. If your claim as listed by the Debtor is correct or you agree with how your claim is listed you need not file a claim. However, if your claim is listed as disputed, not listed, otherwise disputed, or if you disagree with how your claim is scheduled by the Debtor you must have filed a proof of claim or your claim will not be paid and your claim will be forever barred.

ARTICLE VI
CLASSIFICATION OF CLAIMS AND INTERESTS

- 6.01 Class 1. The allowed secured claim of New Falls Corporation secured by immovable property.
- 6.02 Class 2. The allowed secured claim of New Falls Corporation secured by movable property.
- 6.03 Class 3. The allowed claims of general unsecured creditors.
- 6.04 Class 4. The claims of equity (sole member of the debtor)

ARTICLE VI
TREATMENT OF ADMINISTRATIVE EXPENSE
CLAIMS AND U.S. TRUSTEES FEES

7.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are unclassified claims. There are no priority claims. Should it be learned that there are then any such claim will be paid in full within 60 months after the Petition Date.

7.02 (a) General Administrative nonprofessional claims. An Entity entitled to payment pursuant to sections 546(c) or 553 of the Bankruptcy Code, and an Entity entitled to payment of administrative expenses pursuant to sections 503 and 507(a) of the Bankruptcy Code, shall receive from the Reorganized Debtor, on account of such Allowed Administrative Expense Claim cash in the amount of such Allowed Administrative Expense Claim on or before 30 days after the confirmation order is signed and filed, provided that an Allowed Administrative Expense Claim representing a liability incurred in the ordinary course of business of the Debtor shall be paid by the Debtor or the Reorganized Debtor in the ordinary course of business and **shall not** be required to file a request for payment as otherwise required herein. **Except for fees of professionals and the United States Trustee which will be paid in preference and priority to all other administrative costs of any kind, unless a pre-petition administrative claim (11 U.S.C. 503(b)(9)) is allowed as an administrative claim by order of the Court then that claim or those claims will not be paid under this section but will be treated as general unsecured claims.**

(b) Allowed Professional Fee Claims Against the Debtor. Within 15 days of the **Effective Date** or as soon as the order awarding Final Compensation is signed, except as otherwise provided herein, each holder of an Allowed Professional Fee Claim shall received from the Reorganized Debtor, on account of such Allowed Professional Fee Claim, cash in the amount of such Allowed Professional Fee Claim. The **Effective Date** is the first business day after the order confirming the Plan becomes final and not stayed unless otherwise agreed to by the Debtor and the Claimant.

7.03 Priority Tax Claims. Any entity having an allowed claim in this class will be paid consistent with §1129(a)(9)(C) of the Code, paid in full as otherwise provided herein, or will be paid in full within 60 months from the Petition Date.

7.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code and shall be paid according to applicable law.

ARTICLE VIII
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

8.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 – Allowed secured claim of New Falls Corporation secured by immovable property	This class is impaired. This Class may vote to accept or reject the Plan.	This claim is allowed as secured in the amount of \$280,000.00. The secured portion of this claim is \$220,000.00. This class will be satisfied by the surrender of the immovable property securing the note evidencing this claim which property is valued at \$220,000. The balance of \$60,000 will be satisfied as provided in

		<p>Class 2 below. The property is located at 111 S. La. Hwy 1, Morganza, La., 70759. Payments will commence on the first day of the first month following the Effective Date.</p> <p>Confirmation will constitute relief from the automatic stay to allow the Debtor and New Falls to engage in such transactions as are necessary to carry out the provisions of the plan and the treatment of this class and the transfer of any assets or to allow New Falls to foreclose its mortgage on property owned by the Debtor.</p>
<p>Class 2 – Allowed secured claim of New Falls Corporation secured by movable property</p>	<p>This class is impaired. This Class may vote to accept or reject the Plan.</p>	<p>This claim is allowed as secured in the amount of \$46,000.00. The portion of this claim in this class will be satisfied by the surrender of the movable property securing the note evidencing this claim valued at \$5,350.00. The difference in the value and the amount of this claim is \$40,650.00. This balance plus the balance from Class 1, \$60,000, (total \$100,650.00) will be rounded down to \$100,000 and will be amortized at 5% over 20 years in equal monthly installments of \$660.00 commencing the first day of the first full month following the Effective Date and any balance remaining owed at the end of 5 years from the Effective Date shall become due and payable by the Lahayes. To be clear, the balance of the New Falls debt will balloon in 5 years from the Effective Date. The movable property is located on the immovable property located at 111 S. La. Hwy 1, Morganza, La., 70759 and consists of walk-in coolers, kitchen equipment, and any other equipment securing the New Falls note.</p> <p>Confirmation will constitute relief from the automatic stay to allow the Debtor and New Falls to engage in such transactions as are necessary to carry out the provisions of the plan and the treatment of</p>

		<p>this class and the transfer of any assets or to allow New Falls to foreclose its mortgage.</p> <p>The Lahayes' guarantees regarding the New Falls note(s) shall remain in force until the New Falls debt is paid in full. The New Falls mortgage shall remain in force on the immovable property owned by the Lahayes securing the New Falls mortgage until that debt is paid in full at which time New Falls or its successors or assigns shall, within 30 days of the final payment, cause the mortgage encumbering the Lahayes immovable property to be cancelled and erased from the mortgage records of the parish where the New Falls mortgage is recorded and shall provide proof of cancellation to the Lahayes.</p> <p>The Lahayes intend to file a petition for relief under chapter 11 and will propose in their Plan to pay the remaining balance owed to New Falls in the Plan filed in that case.</p>
<p>Class 3 – The allowed claims of general unsecured creditors.</p>	<p>This class is impaired and may vote to accept or reject the Plan.</p>	<p>With the exception of AT&T, each member of this class will be paid \$500 per month until each claim is paid in full. AT&T will be paid in full its allowed claim of \$368.00 within 60 days after the Effective Date.</p>
<p>Class 4 – Class of Equity (Richard and Cindy Lahaye)</p>	<p>This Class is impaired and allowed to vote to accept or reject the Plan.</p>	<p>This Class will receive nothing but shall retain any property securing any debt until surrendered. To the Debtor's knowledge that are no unencumbered assets. The surrendered of property is as provided by 11 U.S.C. 1129(a)(7) , (b)(2), and (b)(2)(B). Should the Debtor recover any funds or property, which is not anticipated, those funds will be used to make payments under the Plan until all</p>

		creditors are paid in full. Once all allowed claims are paid in full the Debtor will be allowed to keep any remaining funds, if any.
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Classes 1 and 2 shall retain their respective security interests in property of the Debtor until all collateral owned by the Debtor securing those claims has been transferred to New Falls or its designee. New Falls shall either have such mortgage and security devices cancelled or provide the Debtor with sufficient documentation to have any recorded mortgage or security interest cancelled as to the surrendered property once the property of the Debtor securing the New Falls debt has been sold or transferred to New Falls. The Lahayes shall be entitled to a partial release of the guarantees of the New Falls debt upon confirmation of this Plan in an amount equal to the value of the property surrendered under the Plan. The Lahayes shall thereafter be liable only for the remaining balance of \$100,000.00 as provided for above.

ARTICLE IX
ALLOWANCE AND DISALLOWANCE OF CLAIMS

9.01 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.

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

9.03 Settlement of Disputed Claims. The Debtor 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 if that settlement is pre-confirmation. After the confirmation order is final the Debtor may settle or compromise any claim or cause of action of any character without application to the Court or notice and hearing.

ARTICLE X
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the effective date of this Plan as provided in Article VII, or the date of the entry of the order confirming this Plan:

Name of Other Parties to Lease or Contract	Description of Contract or Lease
NONE	

(b) The Debtor will be conclusively deemed to reject all executory contracts and unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the date of the entry of the order confirming this Plan. The Debtor reserves the right to challenge, post-petition, any breaches of any executory contract or unexpired lease accepted in this Plan.

ARTICLE XI
MEANS FOR IMPLEMENTATION OF THE PLAN

11.00 The Debtor will not operate. It will prosecute any claims, causes of action, and matters in litigation including avoidance actions under Chapter 5 of the Bankruptcy Code. As of the date of this Plan there is no pending litigation in which the Debtor is plaintiff.

11.01 If the Debtor recovers any sums from litigation, after payment of the fees of professionals and the United States Trustee, and any other allowed administrative claims, any remaining funds will be paid to satisfy the claims of Classes 1-3.

11.02 Cindy Lahaye will continue to be the CEO/manager and will act as the Disbursing Agent to disburse all funds under the Plan. She will serve without any compensation but will be entitled to be reimbursed for out-of-pocket expenses for travel (not to exceed the amount by the Internal Revenue Service for mileage expense, \$.15 for copy costs, and any other reasonable expenses incurred in the process of winding down the Debtor).

11.03 The Debtor has not identified any priority claims however if any exist that arise from a tax owed by the Debtor then those claims will be paid, at the option of the Debtor, within 60 days after the Effective Date or before the expiration of 60 months reckoning from the Petition Date.

11.04 Any fees due the United States Trustee will be paid as provided by applicable law.

11.05 Funding of the Debtor to make payments under the Plan will be provided by the Lahayes personally. They have been funding payments to some of the Debtor's creditors and will continue to do so after the Effective Date as provided in the Plan.

ARTICLE XII
GENERAL PROVISIONS AND DEFINITIONS

12.00 Definitions and Rules of Construction. The definitions and rules of construction set forth in sections 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

12.01 Lahaye Enterprises, LLC, the Debtor, which is wholly owned by Richard and Cindy Lahaye.

12.02 Effective Date of Plan. The effective date of this Plan is the 15th day following the date that the order confirming this Plan is signed and docketed on the docket of the Bankruptcy Court. If, however, a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

12.03 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.

12.04 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 such entity.

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

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

12.07 Plan Supplement and Modification to Plan. The Debtor may supplement or modify this Plan or file a Plan Supplement and any Supplement shall be deemed a part of this Plan. Any modification, even if immaterial, and the Plan as amended will be the Plan.

12.07A. Prior Votes on Modification. A Claimant that has accepted or rejected the Plan will be deemed to have either accepted or rejected the Plan as modified or amended, as the case may be, even if the modifications or amendments are made after the solicitation of votes of acceptance or rejection of the Plan, unless the Bankruptcy Court orders that such Claimant may change its previous vote within a time established by the Bankruptcy Court for such change to be made.

12.07B. Subsequent votes on Plan acceptance or rejection. Any creditor which holds an allowed claim and which did not vote to accept or reject the Original Combination Disclosure Statement and Plan of Reorganization shall, at the discretion of the creditor, be allowed to vote to accept or reject this Amended Plan. Such vote must be cast by ballot in the form previously used in this case and must be received by the Debtor's counsel no later than 3 days prior to the hearing on confirmation of this Plan.

12.08 Revocation or Withdrawal of the Plan.

(a) The Debtor may revoke or withdraw the Plan prior to the Effective Date.

(b) If the Plan is revoked or withdrawn prior to the Effective Date in accordance with the Plan, or the Effective Date does not occur because the conditions precedent thereto have not been satisfied, then the Plan shall be deemed null and void. In such event, (i) the Debtor and all holders of Claims and Equity Interests shall be restored to the *status quo ante* as of the day

immediately preceding the confirmation of the Plan, and (ii) all the Debtor's respective obligations with respect to the Claims and Equity Interests shall remain unchanged, all of the Debtor's rights against all Persons shall be fully preserved and nothing contained herein or in the Disclosure Statement shall be deemed an admission or statement against interest or to constitute a waiver or release of any claims by or against the Debtor or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor or Person.

12.09 Plan Supplement.

(a) The Debtor may at any time file a Plan Supplement that explains, enhances, or modifies any provision of this Plan and any Supplement shall be considered part of the Plan as confirmed by the Court provided such Plan Supplement is agreed to by any party affected thereby, is an immaterial modification, improves the treatment of any class of claims, or otherwise does not change the specific treatment of any creditor.

ARTICLE XIII
DISCHARGE AND FINAL DECREE

13.01 Discharge. The Debtor will not receive a discharge as provided in §1141(d)(3) of the Bankruptcy Code.

13.02 Final Decree. The Debtor will file a Motion for Final Decree.

ARTICLE XIV
TAX PROVISIONS

A. Tax Consequences. Certain federal income tax consequences of the plan.

1. Introduction

The following discussion is a summary of certain of the significant federal income tax consequences of the Plan to the Debtor, and to holders of claims and equity interests and is based on the internal revenue code of 1986 (Title 26, United States Code), as amended to the date hereof (The tax code, treasury regulations promulgated and proposed thereunder, judicial decisions and published administrative rules and pronouncements of the IRS as in Effect on the date hereof. Changes in such rules or new Interpretations thereof could significantly affect the tax consequences described below. No rulings have been requested from the IRS. Moreover, no legal opinions have been requested from counsel with respect to any of the tax aspects of the plan. The federal, state, local and other tax consequences of the plan to the holders of claims and equity interests may vary based upon the individual circumstances of each Holder. In addition, this discussion does not cover all aspects of federal income taxation that may be relevant to the Debtor or the holders of allowed claims or equity interests (such as holders who do not acquire their claim in on original issue), nor does the discussion deal with tax issues peculiar to certain types of taxpayers (such as dealers in securities, s corporations, life insurance companies,

financial institutions, tax-exempt organizations and foreign taxpayers). No aspect of foreign, state, local or estate and gift taxation is addressed.

The following summary is, therefore, not a substitute for careful tax planning and advice based upon the individual circumstances of each holder of a claim or equity interest. Holders of claims or equity interests are urged to consult their own tax advisors for the federal, state, local and other tax consequences peculiar to them under the plan. The Debtor assumes no responsibility for the tax effect that confirmation and receipt of any distribution under the plan may have on any given creditor or other party in interest.

2. Consequences to Holders of Claims and Realization and Recognition of Gain or Loss in General

The federal income tax consequences of the implementation of the Plan to a Holder of a Claim will depend, among other things, upon the origin of the Holders Claim, when the Holders Claim becomes an Allowed Claim, when the Holder receives payment in respect of such Claim, whether the Holder reports income using the accrual or cash method of accounting, whether the Holder has taken a bad debt deduction or worthless security deduction with respect to such Claim, and whether the Holders Claim constitutes a security for federal income tax purposes. Generally, a Holder of an Allowed Claim will realize gain or loss on the exchange under the Plan of its Allowed Claim for stock and other property (such as Cash and new debt instruments), in an amount equal to the difference between (i) the sum of the amount of any Cash and the issue price of any debt instrument, (other than any consideration attributable to a Claim for accrued but unpaid interest), and (ii) the adjusted basis of the Allowed Claim exchanged therefore (other than basis attributable to accrued but unpaid interest previously included in the Holders taxable income). The treatment of accrued but unpaid interest and amounts allocable thereto varies depending on the nature of the Holders Claim and is discussed below. Whether or not such realized gain or loss will be recognized (*i.e.*, taken into account) for federal income tax purposes will depend in part upon whether such exchange qualifies as a recapitalization or other organization as defined in the Tax Code, which may in turn depend upon whether the Claim exchanged is classified as a security for federal income tax purposes. The term "security" is not defined in the Tax Code or in the Treasury Regulations. One of the most significant factors considered in determining whether a particular debt instrument is a security is the original term thereof. In general, the longer the term of an instrument, the greater the likelihood that it will be considered a security. As a general rule, a debt instrument having an original term of 10 years or more will be classified as a security, and a debt instrument having an original term of fewer than five years will not. Debt instruments having a term of at least five years but less than 10 years are likely to be treated as securities, but may not be, depending upon their resemblance to ordinary promissory notes, whether they are publicly traded, whether the instruments are secured, the financial condition of the debtor at the time the debt instruments are issued, and other factors. Each Holder of an Allowed Claim should consult his or her own tax advisor to determine whether his or her Allowed Claim constitutes a security for federal income tax purposes.

3. Consequences to Debtors or Reorganized Debtors and Discharge of Indebtedness Income Generally

In general, the discharge of a debt obligation by a Debtor for an amount less than the adjusted issue price (generally, the amount received upon incurring the obligation plus the amount of any previously amortized original issue discount and less the amount of any previously amortized bond issue premium) gives rise to cancellation of indebtedness (COD) income which must be included in a Debtor's income for federal income tax purposes, unless, in accordance with section 108(e)(2) of the Tax Code, payment of the liability would have given rise to a deduction. A corporate Debtor that issues its own stock or its own debt in satisfaction of its debt is treated as realizing COD income to the extent the fair market value of the stock or the issue price of new debt issued is less than the adjusted issue price of the old debt. COD income is not recognized by a taxpayer that is a Debtor in a Title 11 (bankruptcy) case if a discharge is granted by the Bankruptcy Court or pursuant to a plan approved by the Bankruptcy Court (the Bankruptcy Exclusion Rules).

The Debtor has not determined if any COD income will be realized pursuant to the Plan, but believes that the COD income, if any, will not be recognized by the Debtor due to the Bankruptcy Exclusion Rules. However, the Debtor, as a result of the exception, may be subject to a reduction of certain of their tax attributes to the extent that COD income is not recognized under the Bankruptcy Exclusion Rules. Thus, while the Debtor will not recognize taxable income from discharge of indebtedness, he may experience reductions in (i) any net operating losses (NOL) that have accumulated, (ii) the tax basis of his property, and (iii) other tax attributes, as set forth in section 108(b)(2) of the Tax Code.

4. Utilization of Net Operating Loss Carryover

The Debtor may or may not maintain any NOL that existed as of the date of the Order for Relief, and makes no representation concerning the viability of post-confirmation maintenance of any NOL.

ARTICLE XV **OTHER PROVISIONS**

15.1. Retained Causes of Action (Reserved Claims). The Debtor and, after the Effective Date, the Reorganized Debtor, specifically reserves and shall have the exclusive right to bring, prosecute, waive, release, compromise, and settle as representatives of the Estate all Causes of Action, which are specifically retained under the terms of this Plan. The Reorganized Debtor shall use due diligence in the prosecution of any claims and employ reasonable business judgment. The recovery from all Causes of Action shall become Assets of the Debtor and, after the Effective Date, the Reorganized Debtor in accordance with this Plan. Further, the Debtor shall be entitled to offset such amounts as may be awarded to the Debtor or Reorganized Debtor with respect to such Causes of Action against Distributions due hereunder to the Holder of a Claim, whether Disputed or Allowed. Neither the allowance of a Claim against the Debtor nor the making of Distributions pursuant hereto to a Holder of Claims will bar or limit the right of the Debtor or Reorganized Debtor to bring any Causes of Action held against the Holder of any Claim, even if the Claim that is Allowed or on account of which Distributions are made arises from the same agreement, transactions or occurrence from which the Causes of Action arise. For

purposes of Plan implementation, the Reorganized Debtor shall constitute the representative of the estate, fully authorized to prosecute all Causes of Action to final judgment pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. As of the filing of this plan the Debtor knew of some claims or Causes of Action it holds under 11 U.S.C. §§ 547, 548, 550 for avoidance actions therefore it intends to pursue those. The Debtor may prosecute any claim against anyone. The Debtor may compromise any claim after confirmation without further proceedings, notice, or hearing in the bankruptcy court.

Reserved are the Debtor's rights against any vendors of the Debtor against whom there are or may be actions arising under any section of the Bankruptcy Code or state law. A list of entities against whom the Debtor may have claims under title 5 of the Bankruptcy Code may be obtained from Debtor's counsel. No claim of any kind held by the Debtor is being transferred to any entity under this Plan. The mentioning of claims is illustrative and possibly partial and is not intended to be all inclusive.

15.2. Avoidance Actions. Except for those listed as noted in the preceding paragraph, entities against whom the Debtor has or may have claims or causes of action, confirmation of the Plan will constitute a finding that any Avoidance Actions against those Creditors who vote to accept the Plan and whose Claims are listed as undisputed, non-contingent, and liquidated on the Bankruptcy Schedules are waived including any avoidance actions against the members of the Debtor who are Richard and Cindy Lahaye. There are no known claims or causes of action against the Lahayes. They have not received any distributions from the Debtor in 2014, 2015, and through the date of the filing of this Plan and do not intend to receive any distributions. Otherwise, any present or potential claims against any party are hereby reserved and may be pursued by the Reorganized Debtor post-petition or post-confirmation, or by any committee or trust formed post-petition as an aid to confirmation, to the fullest extent allowed by law. This reservation includes, but is not limited to any and all claims against any party, any of its/their agents, affiliates, subsidiaries, or such related entities which may have any liability to the Debtor, the Reorganized Debtor, arising out of, related to, or arising under Title 11 of the United States Code, state or federal law, or any other entity whatsoever. These claims or causes of action may include, but are not limited to unfair trade practices, collections of accounts, damages, and equitable subordination under 11 U.S.C. §510 and the jurisprudence decided thereunder.

15.3. Vesting of Assets. On the Effective Date, except as otherwise provided herein, all Assets of the Estate, including all Causes of Action, shall be transferred to, and shall vest in, the Reorganized Debtor, free and clear of all Liens and Claims except as otherwise provided herein and subject to the terms and conditions set forth herein.

15.4. Injunction and continuation of Automatic Stay. *To the extent not inconsistent with sections 524 and 1141 of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, all Entities who have held, hold, or may hold Claims against or Equity Interests in, the Debtor or Reorganized Debtor, 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 Debtor or the Reorganized Debtor on account of any such Claim or Equity Interest; (c) creating,*

perfecting or enforcing any Lien against the Debtor or Reorganized Debtor, or against any of its Assets, on account of any such Claim or Equity Interest; and (d) asserting any right of setoff, subrogation or recoupment of any kind (except under section 362(b)(36) of the Bankruptcy Code as provided in section 553 of the Bankruptcy Code) against any obligation due from the Debtor or Reorganized Debtor or against the Assets of the Debtor or Reorganized Debtor on account of any such Claim or Interest.

The Automatic Stay provided by 11 U.S.C. §362 shall remain in full force and effect until the Final Decree is entered and confirmation shall constitute an order of the Court continuing the stay in effect. This provision is to be considered separate and severable from the provisions providing for any injunctions.

Temporary Injunction against Guarantors. *The Lahayes intend to file a petition for relief under chapter 11. The Plan in the individual Lahaye case will provide that as long as payments are being made as provided by any confirmed Plan all secured creditors are temporarily enjoined from taking any actions against the Lahayes to collect any secured debt treated under the Plan in their individual case. Prior to taking any collection action against the Lahayes personally any secured creditor must give written notice of default to the Lahayes and their counsel by certified mail, return receipt requested, 30 days prior to commencing any collection action within which the Debtor or the Lahayes may cure the default. Should the default not be cured within such 30 day period then the secured creditor may pursue such remedies available under non-bankruptcy law. This provision in this Plan (“Temporary Injunction against Guarantors”) is merely informational and does not constitute an injunction against any creditor as to the Lahayes personally.*

15.5. **Exculpations.** To the extent not inconsistent with Section 524(e) of the Bankruptcy Code or 26 U.S.C. 6672, the professionals of the Debtor, including counsel, shall have no liability to any Holder of a Claim or Equity Interest or other Entity (including the foregoing Entities) for any act, event or omission in connection with, relative to, or arising out of the Bankruptcy Case, the negotiation of the Plan, the Consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, except for any liability based on willful and malicious misconduct or gross and wanton negligence. In all such instances, the above-referenced parties shall be and have been entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities in connection with the Bankruptcy Case and under the Plan. Such Exculpation shall not extend to any post-Petition Date act of any Entity other than in connection with that Entity's official capacity in the Bankruptcy Case.

15.6. **Term of Injunction or Stays.** *Unless otherwise provided herein or otherwise ordered by the Bankruptcy Court, all injunctions or stays set forth in 11 U.S.C. 105 and 362 shall remain in full force and effect beyond the Effective Date, rather than the Confirmation Date, and until the Debtor receives a Final Decree.*

15.7. For the purposes of this Plan any proceeds derived from any post-petition litigation constitute a post-petition receivable.

15.8. Extension of Payment Dates. If any Distribution date falls due on any day that is not a Business Day, then such payment date will be extended to the next Business Day.

15.9. Confirmation by Non-Acceptance Method. The Proponent hereby requests confirmation of the Plan pursuant to Bankruptcy Code Section 1129(b) with respect to any Impaired Class that does not vote to accept the Plan.

15.10. Valuation of Property and Objection to Claims. The filing of the Plan constitutes a motion or proceeding under 11 U.S.C. 506(a)(1) and applicable Bankruptcy Rules to determine the value of the assets of the Debtor as scheduled. Any and all Claims purporting to be Secured Claims which are in fact Unsecured Claims shall result in the cancellation and erasure from the public records of any parish in which such purported mortgage or other security device is recorded including any UCC-1 Financing Statements, and any liens or security interests allegedly securing such Claims on Property or Assets. The Debtor may by *ex parte* motion obtain an Order from this Court directing the cancellation of any encumbrance held by a secured creditor once the assets securing the creditor's claim have been transferred, surrendered, or offered to be transferred to the creditor. ANY CREDITOR CLAIMING TO HOLD A SECURED CLAIM SHOULD READ THE TREATMENT OF CLAIMS IN THE CLASS IN WHICH ITS CLAIM IS TREATED. ANY TREATMENT IN THIS PLAN THAT IS DIFFERENT FROM THE PROOF OF CLAIM AS FILED BY ANY CREDITOR SHOULD BE CONSIDERED AN OBJECTION TO THE CLAIM. THE CLAIM WILL BE TREATED AS STATED IN THIS PLAN AND IF THERE IS A DIFFERENCE IN THE CLAIM AS FILED AND AS TREATED UNDER THE PLAN THEN THE PLAN WILL CONTROL, NOT THE CLAIM AS FILED BY THE CREDITOR.

15.11. Payment of Statutory Fees. All fees payable pursuant to Section 1930 of Title 11 of the United States Code will be paid until the Court enters a Final Decree.

15.12. Disbursement Reports. After confirmation of the Plan and until a Final Decree is entered, the Debtor will continue to file monthly operating reports and provide copies to the U.S. Trustee before the 15th day of each month the total of all disbursements for the prior calendar month up to the date an order is entered either granting final decree, converting the case to a chapter 7 or dismissing the case. Prior to entry of a Final Decree, the Debtor will report the total disbursements up to the date of the Final Decree not previously reported.

15.13. Headings. The headings used in the Plan are inserted for convenience only and constitute part neither of the Plan nor in any manner affect the provisions or interpretations of the Plan.

15.14. Enforceability. Should any provision of the Plan be determined to be unenforceable for any reason, such determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

15.15. Exemption from Transfer Taxes. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan and related transactions, the creation or assumption of any mortgage, deed of trust or other security interest,

the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

15.16. Notices. Any notice, request, or demand required or permitted to be made or provided to or upon the Debtor or the Reorganized Mobile Imaging, Inc. before or after the Effective Date, shall be (a) in writing, (b) served by (i) certified mail, return receipt requested, (ii) hand delivery, (iii) overnight delivery service, or (iv) first class mail, and (c) deemed to have been duly given or made when actually delivered or when actually received, addressed as follows:

LaHaye Enterprises, LLC
P.O. Box 9
Reddel, LA 70580

with a copy to its counsel:

H. Kent Aguillard
P. O. Box 391
Eunice, LA 70535

ARTICLE XVI

RETENTION OF JURISDICTION

16.1. The Bankruptcy Court will retain jurisdiction of all matters arising out of or related to the Reorganization Case and the Plan as long as necessary for the purposes of Sections 105(a), 1127, 1142(b) and 1144 of the Bankruptcy Code and for, inter alia, the following non-inclusive purposes:

(a) to decide any objections to the allowance, disallowance or subordination of Claims or a controversy as to the classification of Claims;

(b) to decide and fix (i) all Administrative Claims, (ii) Claims arising from the rejection of any executory contracts or unexpired leases, (iii) Liens on any Assets or any proceeds thereof, and (iv) any other fee and expense authorized to be paid or reimbursed under the Bankruptcy Code;

(c) to liquidate or estimate damages or determine the manner and time for such liquidation or estimation in connection with any disputed, contingent or unliquidated Claims;

(d) to adjudicate any matters as may be provided for in the Confirmation Order;

(e) to effectuate Distributions under and enforce the provisions of the Plan;

(f) to hear and determine any pending applications, adversary proceedings or contested matter including all controversies, suits and disputes that may arise in connection with the interpretation or enforcement of the Plan, and matters concerning state, local and federal taxes according to Sections 346, 505 and 1146 of the Bankruptcy Code;

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

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

(i) to consider any modification of the Plan pursuant to Section 1127 of the Bankruptcy Code or modification of the Plan after substantial consummation, as such terms is defined in Section 1101(2) of the Bankruptcy Code;

(j) to determine such other matters as may be provided for in the Confirmation Order or as may be authorized under the provisions of the Bankruptcy Code to the maximum extent of its jurisdiction; and

(k) to enter a final decree closing the Reorganization Case.

(l) to preside over and enter final orders, judgments, or decisions as fully and completely as allowed by law.

ALL ORDERS ENTERED IN THIS CASE WILL SURVIVE CONVERSION TO CHAPTER 7 OR DISMISSAL (IF APPROPRIATE) AND BE EFFECTIVE AND FINAL IF NOT OTHERWISE STAYED OR APPEALED.

ARTICLE XVII
EARLY PAYMENT OF CLAIMS

The Debtor may, and shall not be prohibited from, paying any class of claims in full or in part earlier than provided by this Plan.

Dated: May 31, 2016

Lahaye Enterprises, LLC
By: /s/ Richard Lahaye and Cindy LaHaye
Richard Lahaye and Cindy LaHaye
Members, for the Plan Proponent

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