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

IN RE:	§	
	§	
QUALITY LEASE AND RENTAL HOLDINGS, LLC	§	**CASE NO. 14-60074- 11**
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	§	
QUALITY LEASE RENTAL SERVICE, LLC	§	**CASE NO. 14-60075- 11**
	§	
	§	
QUALITY LEASE SERVICE, LLC	§	**CASE NO. 14-60076- 11**
	§	
ROCACEIA, LLC	§	**CASE NO. 14-60077- 11**
	§	**(Chapter 11)**
	§	
Debtors.	§	**Jointly Administered**
	§	**Under Case No. 14-60074- 11**
	§	**Judge David R. Jones**

JOINT FIRST AMENDED DISCLOSURE STATEMENT UNDER 11 U.S.C. § 1125 AND BANKRUPTCY RULE 3016 IN SUPPORT OF PLAN OF LIQUIDATION OF DEBTORS, AS MODIFIED ON THE RECORD ON APRIL 6, 2015

THIS DISCLOSURE STATEMENT IS SUBMITTED TO ALL CREDITORS OF THE DEBTOR ENTITLED TO VOTE ON THE PLAN OF LIQUIDATION HEREIN DESCRIBED AND CONTAINS INFORMATION THAT MAY AFFECT YOUR DECISION TO ACCEPT OR REJECT THE DEBTOR'S PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE. THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE ADEQUATE INFORMATION AS REQUIRED BY THE BANKRUPTCY CODE AS TO THE DEBTOR'S PLAN OF REORGANIZATION. ALL CREDITORS ARE URGED TO READ THE DISCLOSURE STATEMENT AND ATTACHMENTS WITH CARE AND IN THEIR ENTIRETY.

ON APRIL 6, 2015, THE BANKRUPTCY COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION UNDER SECTION 1125(b) OF THE BANKRUPTCY CODE. SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN OF REORGANIZATION HEREIN DESCRIBED AND ATTACHED AS EXHIBIT "A", IS BEING SOUGHT FROM CREDITORS WHOSE CLAIMS AGAINST THE DEBTOR ARE IMPAIRED UNDER THE PLAN OF REORGANIZATION. CREDITORS ENTITLED TO VOTE ON THE PLAN OF REORGANIZATION ARE URGED TO VOTE IN FAVOR OF THE PLAN AND TO RETURN THE BALLOT INCLUDED WITH THIS DISCLOSURE STATEMENT UPON COMPLETION IN THE ENVELOPE ADDRESSED TO HAWASH MEADE GASTON NEESE & CICACK LLP, ATTENTION: WALTER J. CICACK, 2118 SMITH STREET HOUSTON, TEXAS 77002, NOT LATER THAN MAY 4, 2015, AT NOON (HOUSTON TIME).

The Debtors, Quality Lease and Rental Holdings, LLC ("QLRH"), Quality Lease Rental Service, LLC ("QLRS"), Quality Lease Service, LLC ("QLS"), and Rocaceia, LLC ("Rocaceia") (collectively "Quality" or "Debtors") pursuant to Section 1121 of the Bankruptcy Code, hereby submit the following Joint First Amended Disclosure Statement in connection with their Joint First Amended Chapter 11 Plan. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Plan.

I. INTRODUCTORY STATEMENT

Debtors submit this Joint First Amended Disclosure Statement Under 11 U.S.C. § 1125 in support of its Joint Chapter 11 Plan of Liquidation under Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement") in connection with its solicitation of acceptances of the Joint First Amended Plan of Liquidation under Chapter 11 of the United States Bankruptcy Code filed by the Debtors (the "Plan"). A copy of the Plan is attached as Exhibit A for your review. All terms used in this Disclosure Statement but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

The Debtors each filed a petition under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas, Victoria Division, on October 1, 2014 and have retained Walter J. Cicack and Hawash Meade Gaston Neese & Cicack LLP as its current bankruptcy counsel. The Debtors have prepared this Disclosure Statement to disclose that information which, in its opinion, is material, important, and necessary to an evaluation of the Plan. Pursuant to the terms of the United States Bankruptcy Code, this Disclosure Statement must be presented to and approved by the Bankruptcy Court. Such approval is that required by statute and does not constitute a judgment by the Court as to the desirability of the Plan or as to the value or suitability of any consideration offered thereby.

The material herein contained is intended solely for the use of known creditors and interest holders of the Debtors, and may not be relied upon for any purpose other than a determination by them of how to vote on the Plan. As to Contested Matters, Adversary Proceedings and other actions or threatened actions, this disclosure statement shall not constitute or be construed as an admission of any fact or liability, stipulation or waiver, but rather as a statement made in settlement negotiations under Rule 408 of the Federal Rules of Evidence. This disclosure statement shall not be admissible in any non-bankruptcy proceeding nor shall it be construed as to be advice on the tax, securities or other legal effects of the plan as to the holders of claims against or equity interests in the Debtors.

To ensure compliance with Treasury department circular 230, each holder of a claim or interest is hereby notified that: (a) any discussion of U.S. Federal Tax issues in this disclosure statement is not intended or written to be relied upon, and cannot be relied upon, by any holder for the purpose of avoiding penalties that may be imposed upon a holder under the Tax Code; (b) such discussion is included hereby by the Debtors in connection with the promotion or marketing (within the meaning of Circular 230) by the Debtors of the transactions or matters addressed herein; and (c) each holder should seek advice based upon its particular circumstances from an independent tax advisor.

Certain of the materials contained in this Disclosure Statement are taken directly from other, readily accessible instruments or are digests of other instruments. While the Debtors have made every effort to retain the meaning of such other instruments or the portions transposed, it urges that any reliance on the contents of such other instruments should depend on a thorough review of the instruments themselves.

No representations concerning the Debtors or the Plan are authorized other than those that are set forth in this Disclosure Statement. Any representations or inducements made by any person to secure your vote which are other than those contained herein should not be relied upon, and such representations or inducements should be reported to counsel for the Debtors who shall deliver such information to the Bankruptcy Court. Finally, all terms not otherwise defined in this Disclosure Statement shall have the meanings assigned to them under the Plan.

Creditors should read this Disclosure Statement in its entirety prior to voting on the Plan. No solicitation of votes on the Plan may be made, except pursuant to this Disclosure Statement and Section 1125 of the Bankruptcy Code. No other party has been authorized to utilize any information concerning the Debtors or their affairs, other than the information contained in this Disclosure Statement, to solicit votes on the Plan. Creditors and holders of equity interest should not rely on any information relating to the Debtors, other than that contained in this Disclosure Statement and the exhibits attached hereto.

EXCEPT AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE ATTACHMENTS, NO REPRESENTATIONS CONCERNING THE DEBTORS, THE ASSETS, THE PAST OPERATIONS OF THE DEBTORS, OR THE PLAN ARE AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTORS.

EXCEPT AS SPECIFICALLY NOTED, THERE HAS BEEN NO INDEPENDENT AUDIT OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS ARE NOT ABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY. THE FACTUAL INFORMATION REGARDING THE DEBTORS, INCLUDING THE ASSETS AND LIABILITIES OF THE DEBTORS, HAS BEEN DERIVED FROM NUMEROUS SOURCES, INCLUDING, BUT NOT LIMITED TO, DEBTORS' BOOKS AND RECORDS, SCHEDULES AND DOCUMENTS SPECIFICALLY IDENTIFIED HEREIN.

THE DEBTORS ALSO COMPILED THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT FROM RECORDS AVAILABLE TO THEM, INCLUDING, BUT NOT LIMITED TO, PLEADINGS AND REPORTS ON FILE WITH THE BANKRUPTCY COURT, LOAN AGREEMENTS AND BUSINESS RECORDS.

THE APPROVAL BY THE BANKRUPTCY COURT OF THE DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTY OF THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

NEITHER THE DEBTORS NOR COUNSEL FOR THE DEBTORS CAN WARRANT NOR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS WITHOUT INACCURACIES. NEITHER THE DEBTOR NOR ITS COUNSEL HAS VERIFIED THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, ALTHOUGH THEY DO NOT HAVE ACTUAL KNOWLEDGE OF ANY INACCURACIES.

IF THE REQUISITE VOTE IS ACHIEVED FOR EACH CLASS OF IMPAIRED CLAIMS, THE PLAN IS SUBSEQUENTLY CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS (INCLUDING, WITHOUT LIMITATION, THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN), WILL BE BOUND BY THE TERMS OF THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY.

II. VOTING PROCEDURES

Any creditor of the Debtors whose claim is IMPAIRED under the Plan is entitled to vote, if either (1) the claim has been scheduled by the Debtors and such claim is not scheduled as disputed, contingent or unliquidated, or (2) the creditor has filed a proof of claim on or before the last date set by the Bankruptcy Court for such filings, *provided, however*, any claim as to which an objection has been filed (and such objection is still pending) is not entitled to vote, unless the Bankruptcy Court temporarily allows the creditor to vote upon motion by the creditor. Such motion must be heard and determined by the Bankruptcy Court prior to the date established by the Bankruptcy Court to confirm the Plan. In addition, a creditor's vote may be disregarded if the Bankruptcy Court determines that the creditor's acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

Holders of impaired claims who are entitled to vote and fail to do so will not be counted as either accepting or rejecting the Plan. Nevertheless, if the requisite vote is achieved for your class of impaired claims, you will be bound by the terms of the Plan.

A ballot to be used for voting to accept or reject the Plan is enclosed with this Disclosure Statement and mailed to creditors entitled to vote. A creditor must (1) carefully review the ballot and the instructions thereon, (2) execute the ballot, and (3) return it to the address indicated thereon by the deadline to enable the ballot to be considered for voting proposes.

THE DEADLINE FOR RETURNING YOUR BALLOT IS NOON (HOUSTON TIME) ON MAY 4, 2015 (THE "VOTING DEADLINE").

After completion of the ballot, creditors should return the executed ballot in the self-addressed envelope to:

QUALITY LEASE AND RENTAL HOLDINGS, LLC
QUALITY LEASE RENTAL SERVICE, LLC
QUALITY LEASE SERVICE, LLC
ROCACEIA, LLC
c/o WALTER J. CICACK
HAWASH MEADE GASTON NEESE & CICACK LLP
2118 SMITH STREET
HOUSTON, TX 77002

VOTING INFORMATION AND INSTRUCTION FOR COMPLETING THE BALLOT:

FOR YOUR VOTE TO BE COUNTED YOU MUST COMPLETE THE BALLOT, INDICATE ACCEPTANCE OR REJECTION OF THE PLAN IN THE BOXES INDICATED ON THE BALLOT AND SIGN AND RETURN THE BALLOT TO THE ADDRESS SET FORTH ON THE PRE-ADDRESSED ENVELOPE. IF A BALLOT IS RECEIVED AFTER THE VOTING DEADLINE, IT WILL NOT BE COUNTED.

IF YOU HOLD CLAIMS IN MORE THAN ONE CLASS UNDER THE PLAN, YOU MAY RECEIVE MORE THAN ONE BALLOT. EACH BALLOT YOU RECEIVE VOTES ONLY YOUR CLAIMS FOR THAT CLASS. PLEASE COMPLETE AND RETURN EACH BALLOT YOU RECEIVE. YOU MUST VOTE ALL OF YOUR CLAIMS WITHIN A SINGLE CLASS UNDER THE PLAN TO EITHER ACCEPT OR REJECT THE PLAN. ACCORDINGLY, A BALLOT (OR MULTIPLE BALLOTS WITH RESPECT TO MULTIPLE CLAIMS WITHIN A SINGLE CLASS) THAT PARTIALLY REJECTS AND PARTIALLY ACCEPTS THE PLAN WILL NOT BE COUNTED.

THE BALLOT IS FOR VOTING PURPOSES ONLY AND DOES NOT CONSTITUTE AND SHALL NOT BE DEEMED A PROOF OF CLAIM OR INTEREST OR AN ASSERTION OF A CLAIM.

III. IMPAIRMENT OF CLAIMS

A class is "impaired" if the legal, equitable or contractual rights attaching to the claims or interest of that class are modified under a plan. Modification for purposes of determining impairment however, does not include curing defaults and reinstating maturity or cash payment in full. Classes of claims or interests that are not "impaired" under a plan are conclusively presumed to have accepted the plan and are thus not entitled to vote. Classes of claims or interests receiving no distribution under a plan are conclusively presumed to have rejected the plan and thus are not entitled to vote. Acceptances of the Plan are being solicited only from

those persons who hold claims in an impaired class entitled to receive a distribution under the Plan.

Under Section 1124 of the Bankruptcy Code, a class of claims or interests is impaired under a plan, **unless**, with respect to each claim or interest of such class, the plan:

1. Leaves unaltered the legal, equitable, and contractual rights of the holder of such claim or interest; or

2. Notwithstanding any contractual provision or applicable law that entitles the holder of a claim or interest to receive accelerated payment of its claim or interest after the occurrence of a default:

   (a) Cures any such default that occurred before or after the commencement of the case under the Bankruptcy Code, other than a default of a kind specified in Section 365(b)(2) of the Bankruptcy Code;

   (b) Reinstates the maturity of such claim or interest as it existed before the default;

   (c) Compensates the holder of such claim or interest for damages incurred as a result of reasonable reliance on such contractual provision or applicable law; and

   (d) Does not otherwise alter the legal, equitable or contractual rights to which such claim or equity interest entitles the holder of such claim or interest; or

3. Provides that, on the Effective Date the holder of such claim or interest receives, on account of such claim or interest, cash, equal to:

   (a) With respect to a claim, the allowed amount of such claim; or

   (b) With respect to an interest, if applicable, the greater of:

      (i) Any applicable fixed liquidation preference; or

      (ii) Any fixed preference at which the Debtor, under the terms of the security, may redeem the security.

4. In Article 4 of the Plan, the Debtors have identified the impaired classes of creditors under the Plan. In the event there are questions regarding whether a person is in an impaired class, the person should assume that his or her claim is impaired and vote. If the claim is determined to be impaired, the vote will be considered by the Bankruptcy Court. The Class 2, 3, and 4 holders of claims and the Class 6 interest holders of the Debtor are impaired under the Plan.

IMPAIRED CREDITORS ANTICIPATED TO RECEIVE A DISTRIBUTION UNDER THE PLAN ARE BEING SOLICITED TO VOTE. IF YOU HOLD AN ADMINISTRATIVE CLAIM OR UNIMPAIRED CLAIM, THE DEBTOR IS NOT SEEKING YOUR VOTE

IV. NATURE AND HISTORY OF BUSINESS

A. Source of Information and Accounting Method

The Debtors' books and records are maintained under the supervision of Mr. Chris Williams, President and managing manager of each of the Debtors' since mid-February 2014. Between April 2013 and mid-February 2014, the books and records of the Debtors were maintained under the supervision of Alan Martin, the former managing member of the Debtors. Prior to April 2013, the books of Debtors were maintained under the supervision of David Michael Mobley. It is the position of David Mobley and the parties related and/or affiliated with him that he did not maintain the Debtors books during this period, but, in fact, the Debtors had their own accountant who maintained their books and records. QLRH and Rocaceia were not formed until late 2012 and had no operations prior to January 2013. Accounting is on the accrual basis. The historical financial information contained in this disclosure statement as well as the bankruptcy schedules and statement of affairs was derived from the Debtors' books and records. **THE MOST RECENT AUDITED FINANCIAL STATEMENTS PREPARED FOR DEBTORS QLS AND QLRS WERE FOR TAX YEAR ENDING DECEMBER 31, 2011. THESE AUDITED FINANCIAL STATEMENTS WERE PREPARED BY BRIGGS & VESLKA, P.C. OTHERWISE, THE DEBTORS' BOOKS HAVE NOT BEEN AUDITED BY AN INDEPENDENT PUBLIC ACCOUNTANT OTHER THAN AS DESCRIBED HEREIN. NO ABSOLUTE REPRESENTATION IS MADE AS TO THE ACCURACY OF THE DEBTOR'S RECORDS. HOWEVER, THE DEBTOR HAS ATTEMPTED TO ACCURATELY REFLECT ITS BUSINESS OPERATIONS.**

B. General Information

1. The Debtors

a. Business Operation Model

The Debtors are related, privately-owned oil field services companies headquartered in Victoria, Texas that provide energy companies throughout Texas with drill site services and equipment rentals.

QLS was originally founded in 1989 and converted to a Texas limited liability company on or about December 27, 2012. QLRS is Texas Limited Liability Company formed on February 8, 2008. Both entities operate as subsidiaries of QLRH, which is a Delaware limited liability company formed on December 4, 2012 and duly authorized to transact business in the state of Texas as of January 8, 2013. Rocaceia is the parent company and is a Delaware Limited Liability Company formed on November 7, 2012 duly authorized to transact business in the state of Texas as of January 8, 2013.

Debtors operations are primarily conducted through QLRS and QLS. The Debtors provide full service operations to the oil field industry including, turn-key, high quality, custom built mobile housing units to be used at the well site during drilling and completion operations. The Debtors offer oilfield equipment rental services, including rig houses, frac tanks, light towers, generators, compressors, trash containers, water and sewer systems, and pumps; and production services, including vacuum trucks, pump trucks, winch trucks, frac tanks, mud tanks, fluid transportation, fluid pumping and fluid disposal. The Debtors rig houses are the most stable and solid in the industry and are desired due to their high end interior finish and an insulation package that makes the interior living area much quieter than the competition. The Debtors also has a well trained staff of service technicians who are able to service any problems related to the leased equipment whether it be a generator, water delivery system, television, or "gray water". The service personnel are on call 24 x7 and may need to respond at odd hours to locations well off any main or secondary road. The objective of the Debtor is to make living in a hostile and remote location as comfortable and convenient as possible for their served customers' employees.

b. History

Until December 2012, QLS and QLRS were owned and operated by David Michael Mobley ("Mobley") and Greta Yvette Mobley, through their entity QLS Holdco, as oilfield service companies. On December 31, 2012, QLRH entered into a Purchase and Contribution Agreement (the "Mobley Purchase Agreement") by which it agreed to obtain all the stock of QLS and QLRS in exchange for approximately $60 million ("Sale Transaction"). As of January 8, 2013, Rocaceia was owned by Allan S. Martin and Marie B. Martin, Atlantic Merchant Capital Investors, LLC, TSF Holdings, LLLP, S. Jim Farha Living Trust, Fleur De Lis Partners, LLLP, The Nancy Linden Rowden Revocable Trust, Andy Krusen, MSCII Equity Interests, LLC, and Main Street Equity Interests, Inc. As further discussed below, Main Street Lenders provided QLRH approximately $40 million to fund the Sale Transaction[1.] Mobley Sellers retained a subordinated note ("Subordinated Note") for the $20 million balance of the purchase price[2] and a minority interest in QLRH. Mobley also executed an employment agreement ("Employment Agreement") whereby QLRH agreed to employ Mobley as its President. The Employment Agreement contained a three year non-compete from the date Mobley's employment terminated.

[1] QLRH, QLS, and QLRS are all obligors on the debt to Main Street Lenders. Rocaceia is a guarantor of this debt. Main Street Capital Corporation ("MSCC") and Main Street Capital II, LP ("MSCII") ware the original Main Street Lenders. Subsequently, MSCC and MSCII transferred their interest in this debtor to its subsidiaries Main Street Equity Interests, Inc. ("MSEI") and MSCII Equity Interests, LLC ("MSCIIEI"), who remain the current lenders on the debt.

2 On December 31, 2012, QLRH and David Michael Mobley executed that certain Unsecured and Subordinated Promissory Note, made payable to in the original principal amount of $20,000,000. On January 8, 2013, as an inducement for Main Street Lenders to fund the Transaction, David Michael Mobley, the Debtors and Main Street Lenders entered into a Subordination and Intercreditor Agreement whereby the Mobley Subordinated Note is subordinated to the debt owed to Main Street Lenders. The full balance of the Mobley Subordinated Note is outstanding and disputed as part of the State Court Litigation.

2. Litigation with the Mobley

a. Background

In April 2013, QLRH placed Mobley on administrative leave pending an investigation into alleged breaches of his Employment Agreement and fiduciary duty to QLRH by, among other things, diverting QLRH business to other companies affiliated with Mobley.

Subsequently, QLRH filed suit against Mobley in the United States District Court for the Middle District of Florida, Tampa Division under Cause No. 8:13-cv-00881-MSS-TBM, alleging breach of the Employment Agreement, breach of fiduciary duty, and fraud in connection with the Employment Agreement ("Florida Litigation"). QLRH also alleged that Mobley made a number of false statements in connection with the sale of QLS and QLRH, including material misrepresentations regarding the revenue and earnings of the QLRH purchased entities. On April 10, 2013, Mobley initiated suit under Cause No. 46,632, styled as *Greta Yvette Mobley, et al. v. Quality Lease and Rental Holdings, LLC and Alan Martin*; in the 329th Judicial District Court of Wharton County, Texas ("State Court Litigation"), asserting claims of conversion and invasion of privacy against QLRH. QLRH removed the State Court Litigation to the United States District Court for the Southern District of Texas but in May 2013, the lawsuit was remanded back to the Wharton County Court. In November 2013, the parties dismissed the Florida Litigation and QLRH subsequently asserted causes of action based on the Employment Agreement as counterclaims against Mobley in the State Court Litigation, including breach of contract and breach of fiduciary duty. QLRH also sought equitable relief based on allegations of fraud in connection with both the Purchase Agreement and Employment Agreement, including allegations of misrepresentation in connection with the sale of QLS and QLR, regarding their revenue and earnings, misappropriation of trade secret and confidential information. QLRH also unsuccessfully sought to compel arbitration of the State Court Litigation. Prior to the bankruptcy filing, QLRH also asserted a federal securities law claim in the State Court Litigation.

Subsequent to the bankruptcy filing, the State Court Litigation was removed to the bankruptcy court and is pending under Adversary No. 14-06005. The Mobleys and related parties (the "Mobley Related Parties") subsequently sought to remand the State Court Litigation.

On January 20, 2015, the Bankruptcy Court heard the Mobley Related Parties' motion to remand the litigation back to the 329th Judicial District Court of Wharton County, Texas and on January 23, 2015 entered an order denying the remand request without prejudice to re-filing after QLRH filed amended and supplemental counter-claims for avoidance of fraudulent transfers and obligations, and for disallowance of the proofs of claims of the Mobley Related Parties under the Bankruptcy Code and under the Texas Fraudulent Transfer Act. On February 16, 2015, QLRH filed its amended and supplemental counterclaims which are further described below.

Pursuant to a scheduling order entered by the Bankruptcy Court, the Mobley Related Parties have until March 9, 2015 to answer the new counter-claims, and until March 27, 2015 to again file a motion asking that the Bankruptcy Court to remand the litigation to the 329th Judicial District Court of Wharton County, Texas. New motions to remand have been filed by the Mobley Related Parties and will be heard on April 20, 2015. At this time, there is no trial setting.

b. Current Claims of QLRH and the Mobley Related Parties in the State Court Litigation (Now Pending in the Bankruptcy Court under Adversary Proceeding 14-06005) and Prohibitions Within the Subordination Agreement.

QLRH is suing Michael Mobley, his spouse Yvette Mobley, their adult offspring David Russell Mobley and Cody Blane Mobley, and companies owned and controlled by the Mobleys, Texas Quality Mats, LLC, Quality Gate Guard Services, LLC, QCE Supply, Inc., Solid Liberty Services, LLC, and Solid Liberty Rental Services, LLC (collectively "Mobley Related Parties").

QLRH is asserting the following claims: fraud in the inducement of the Employment Agreement, breach of the Employment Agreement and the Mobley Purchase Agreement, breach of fiduciary duty, usurpation of corporate opportunity, tortious interference with contracts, tortious interference with prospective contractual or business relations, securities fraud, common law fraud, fraud by nondisclosure, civil conspiracy, aiding and abetting fraud, and for disregard of the corporate veil. QLRH is seeking an award of attorney fees and exemplary damages.

QLRH is also suing (i) under 11 U.S.C. § 548 and the Texas Uniform Fraudulent Transfer Act for avoidance of QLRH's obligations under the Purchase Agreement, $20 Million Subordinated Note, and Employment Agreement, (ii) under 11 U.S.C. § 548 and the Texas Uniform Fraudulent Transfer Act for avoidance and recovery of transfers made under the Mobley Purchase Agreement, $20 Million Subordinated Note, and Employment Agreement, and (iii) under 11 U.S.C. § 502(b) and (d) for disallowance of the proofs of claim filed by Holdco, Michael Mobley, and Yvette Mobley.

QLRH's § 502 claim for disallowance of causes of action rely, in part, on the applicability of restrictions within a January 8, 2013 "Subordination and Intercreditor Agreement" (Subordination Agreement) executed by QLRH, its subsidiaries, Main Street Lenders, QLRH's pre-bankruptcy lender, and Michael Mobley "not in his individual capacity but as attorney-in-fact and agent for and on behalf of the 'Sellers' as defined in the Mobley Purchase Agreement.

According to its proof of claim on file, Main Street Lenders are owed a prepetition principal balance of $37,680,050, plus interest, costs, expenses and attorneys' fees. As such, QLRH and its subsidiaries are prohibited by the terms of the Subordination Agreement from making payments to Mobley with respect to the Mobley Purchase Agreement and $20 Million Subordinated Note until Main Street Lenders have been paid in full. In addition, until full payment to Main Street Lenders, the Subordination Agreement prohibits Mobley from filing suit to collect payment under the Mobley Purchase Agreement and $20 Million Subordinated Note.

The following parties are suing OLRH and Allan Martin: Yvette Mobley, Michael Mobley, and QLS Holdco. These parties are asserting the following claims against QLRH and Allan Martin: fraud in the inducement, breach of fiduciary duty, shareholder oppression, breach of contract, breach of covenant of good faith and fair dealing, breach of employment agreement, wrongful termination. They seek an award of attorney fees and exemplary damages.

3. Source of Financial Difficulties

Since the Sale Transaction, QLS and QLRS, the operating subsidiaries, have failed to ever achieve revenues and levels of profitability projected and represented by Mobley. For 2014, the Debtors have collective sales of approximately $6.2 million though the end of August. Monthly sales average between $780,000 - $858,000. Additionally, as a result of the Sale Transaction, the Debtors are now shackled with excessive debt that cannot be supported by existing revenues.

Prior to the bankruptcy filing, cash flow was sufficient to cover operational expenses but insufficient to cover legal expenses, interest expenses associated with financing of sale, and other non-operational expenses. However, the recent drastic downturn in oil prices has impacted the company's operations and may cause further deterioration in revenue and cash flow. Since the bankruptcy filing, the Debtors needed additional cash for operations and obtained a DIP Loan from Main Street Lenders in an amount up to $300,000 in order pay ongoing operational expenses. The companies are also unable to meet required debt service and have defaulted in their obligations to the senior secured lender, Main Street Lenders, of more than $40 million, which is secured by a lien on substantially all the Debtors' assets. The damages caused by Mobley and the stigma associated with the litigation, along with the astronomical legal fees and expenses associated with the lawsuit are the primary reasons for these bankruptcy filings.

C. **The Debtors' Secured Debt Structure**

As of October 1, 2014, the Debtors collectively have secured debt in excess of $40 million, which includes secured debt owed to Main Street Lenders in excess of $40 million ($37.4 million principal balance, plus accrued interest, expenses and fees). On January 8, 2013, QLRH, QLS and QLRS as borrowers, and Rocaceia as guarantor entered into a Loan Agreement, Note, Security Agreement, Pledge Agreement and related loan documents with Main Street Lenders which provided, among other things, that Main Street Lenders make senior secured term loans from time to time to borrowers in an aggregate amount not to exceed $45,000,000, including an initial term loan, in an amount of approximately $37,350,000 in order to partially fund the purchase from Mobley ("Main Street Loan #1"). Mains Street Loan #1 is secured by liens on substantially all the assets of the QLRH, QLS and QLRS. As of the Filing Date, the principal balance on Main Street Loan #1 was approximately $37,350,000.00, plus interest, costs, expenses and attorneys' fees.

Subsequently, on or about July 1, 2014, QLRS executed a Revolving Credit Note in favor of Main Street Lenders in the amount of $1.5 million ("Main Street Capital Loan #2"). As of the Petition Date, the outstanding principal balance on the Main Street Loan #2 was approximately $330,050, plus accrued interest, fees and expenses.

After the filing date, on January 26, 2015, the Bankruptcy approved, on an interim basis, a post-petition Revolving Credit Note between the Debtors and Main Street Lenders in an amount up to $300,000 ("DIP Loan"). On February 9, 2015, the Court entered a final order approving the DIP Loan. $150,000 in advances have been made on the DIP Loan which remain outstanding.

Debtor QLS also has secured debt of $87,745 owed to Chrysler Capital and $35,072 to Ford Motor Credit with respect to four vehicles used in its operations. The Debtors have no other long term notes payable.

D. **Significant Events During Bankruptcy**

1. Voluntary Petition

Debtors Quality Lease and Rental Holdings, LLC, Quality Lease Rental Service, LLC, Quality Lease Service, LLC, and Rocaceia, LLC each filed a voluntary petition under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") on October 1, 2014 in the United States Bankruptcy Court for the Southern District of Texas and were assigned Case Nos. 14-60074-H2-11, 14-60075-H2-11, 14-60076-H2-11, and 14-60077-H2-11, respectively.

The Debtors continue to operate as a debtors-in-possession subject to the supervision of the Bankruptcy Court and in accordance with the Bankruptcy Code and are authorized to operate their business and manage their property in the ordinary course, with transactions outside of the ordinary course of business requiring Bankruptcy Court approval. An immediate effect of the filing of the Debtors' bankruptcy petition is the imposition of the automatic stay under the Bankruptcy Code which, with limited exceptions, enjoins the commencement or continuation of all collection efforts by creditors, the enforcement of Liens against property of the Debtors, and the continuation of litigation against the Debtors. The relief provides the Debtors with the "breathing room" necessary to reorganize its business and prevents creditors from obtaining an unfair recovery advantage while the Chapter 11 Cases are ongoing.

2. First Day Motions

On the first day of the Chapter 11 Cases, the Debtors filed several applications and motions seeking relief by virtue of so-called "first day motions." First day motions are intended to facilitate the transition between a debtor's pre-petition and post-petition business operations by approving certain regular business practices that may not be specifically authorized under the Bankruptcy Code or as to which the Bankruptcy Code requires prior approval by the bankruptcy court. The first day orders the Debtors obtained in this Chapter 11 Case, which is typical of orders entered in business reorganization cases across the country, authorize, among other things:

a. Emergency Motion for Joint Administration

On October 1, 2014, the Debtors filed a motion for joint administration of these four bankruptcy cases. An order authorizing the joint administration of these cases under Case No. 14-60074-H2-11 was entered on or about October 7, 2014 (Docket #18).

b. Emergency Motion for Authority to Use Cash Collateral Under 11 U.S.C. §363, and §105

The filing of a bankruptcy proceeding prohibits the debtor from using cash held in its own accounts to the extent that the cash constitutes collateral, unless the debtor obtains court permission or the lender consents. Thus, on October 1, 2014, the Debtors sought to use cash proceeds generated from its business to continue operations. The cash collateral was encumbered by liens of Main Street Lenders. Without Cash Collateral, the Debtors could not have continued operations. On October 7, 2014, the Court authorized cash collateral usage on interim basis, with the order becoming a final order on October 22, 2014 (Doc. #19).

c. Emergency Motion for Entry of an Order Approving Debtor's Payment of Pre-Petition Compensation, Employee Benefits, Taxes, Commissions, Mandatory Support Obligations, and Payroll Processing Fees

As of the Petition Date, Debtors had ongoing employees to which it owed wages. The bankruptcy cases were filed in the middle of the Debtors normal payroll cycle and the motion was filed seeking to pay the prepetition compensation and commission to its employees in the total amount not to exceed $43,000. On October 7, 2014, the Court entered an order authorizing the payment of prepetition compensation and commission in the amount not to exceed $43,000 (Docket #20).

3. Other Significant Pleadings

a. Debtors' Application to Employ Hawash Meade Gaston Neese & Cicack LLP

The Debtors filed an application to employ Hawash Meade Gaston Neese & Cicack LLP as their bankruptcy counsel in these jointly administered Chapter 11 cases. An order approving this employment was entered on October 10, 2014 (Docket #33).

b. Emergency Motion for Authority to Sell Portable Skid Based Housing Unit Under 11 U.S.C. §363, and §105 Free and Clear of Liens

By this motion, Debtors sought emergency authorization to sell one of its portable skid-based housing units held in inventory to a third party purchaser for $40,000, conditioned on the sale closing on or before October 10, 2014. The Court approved this motion on October 7, 2014 (Docket #22).

c. Emergency Motion for Authority to Enter Into a Secured Business Charge Account Agreement with WEX Bank

By this Motion, the Debtors sought authority to enter into a post-petition secured business charge account with WEX Bank to be secured by a cash deposit in an amount not to exceed $15,000. An order approving this motion was entered on October 7, 2014 (Docket #23).

d. Notice of Removal of State Court Litigation

On October 8, 2014, the Debtors removed the State Court Litigation to the Bankruptcy Court, thereby initiating Adversary No 14-06005. The State Court Litigation is further discussed *supra* in Article IV(B)(2).

e. Emergency Motion for Order pursuant to 11 U.S.C. §366 (i) Authorizing Payment of Cash Deposit for Adequate Assurance of Utility Service and (ii) Prohibiting Utility Companies from Altering, Refusing or Discontinuing Services and Request for Expedited Consideration

By this motion, Debtors sought entry of an order authorizing payment of adequate assurance payments and prohibiting utility companies from altering, discontinuing or interrupting service. An order approving the motion was entered on October 21, 2014 (Docket #39).

f. Motion for Authorization for Employee Retention Bonuses

The Debtors filed this motion seeking Court approval to pay bonuses to those critical employees under a structured retention plan. The Court approved this motion on November 17, 2014 (Docket #54).

g. Emergency Motion for Authorization for Debtors' to Pay Critical Vendors

The Debtors filed this motion seeking Court approval of Debtors' payment of prepetition claims to three critical vendors total $41,619.86. An order approving this motion was entered on November 17, 2014 (Docket #53).

h. Emergency Motion to Reject Lease with 501 East Kennedy Associates, LLC of Non-residential Real Property and Request for Expedited Consideration

By this motion, Debtors sought to immediately reject the non-residential lease of real property located at 501 East Kennedy Blvd., Suite 715, Tampa, Florida 33602 between Rocaceia and 501 East Kennedy Associates, LLC. On November 17, 2014, the Court entered an order authorizing the immediate rejection of this lease (Docket #55).

i. Debtors' Emergency Motion to Shorten Bar Date for Filing All Non-Governmental Entities and Equity Interest Holder Claims and Approving Form, Manner, and Sufficiency of Notice of the Bar Date Pursuant to Bankruptcy Rule 9007

February 17, 2015 was the bar date established by clerk's office for asserting claims and interest against the Debtors. The Debtors filed this motion seeking to establish January 12, 2015 as the bar date for all non-governmental entities to file claims against the Debtors, including claims held by equity interest holders. This abbreviated bar date was necessary in order to provide a streamlined sale process. On November 18, 2014, the Court entered an order setting the bar date as January 12, 2015 for all non-governmental entities to file claims against the Debtors, including claims held by equity interest holders (Docket #57). All of Debtors' known creditors and parties in interest, who are listed on the Debtors service list, were timely mailed a copy of this order by U.S. mail. The order provided creditors with notification of the shortened bar date and procedures for filing claims and interest. Those parties receiving electronic notifications from the Court also received notice via the Court's ECF system. The Court order also required that the Debtors publish notice of the shortened bar date in two periodicals for two weeks beginning no later than December 5, 2014. This publication was inadvertently never made. Accordingly, although the Debtors believe that all creditors and parties in interest were timely notified of the shortened bar date, the Debtors will not object to any claim or interest filed before February 17, 2015 as untimely. However, the Debtors reserve the right to object to any claim or interest on any other basis.

j. Debtors' Application to Authorize Employment of Various Professional Persons

Debtors filed this application seeking to employ John T. Jones and John T. Jones & Co., PLLC, to provide general tax, accounting services, as needed; Daniel Leightman and Leightman Tax Law, PLLC, to provide tax advice in connection with the State Court Litigation; Allan Davis and Allan Davis, P.C., to provide general corporate legal counsel and advice to the Debtors on an as needed basis; and W. Marc Schwartz and Hill Schwartz Spilker Keller LLC to provide forensic accounting services related to QLRH's acquisition of QLS and QLRS, consultation with respect to the State Court Litigation, and potential expert witness work in such pending dispute. This application was approved on December 2, 2014 (Docket #68).

k. Debtors' Application to Authorize Employment of Bryan Frederickson and Gulf Star Group as Investment Bankers

Debtors filed this application seeking to employ Bryan Frederickson and Gulf Star Group as Investment Bankers to facilitate the sale of QLS and QLRS. An order approving this engagement was entered on November 25, 2014 (Docket #66).

l. Motions to Extend Exclusivity Period to File Chapter 11 Plan and Disclosure Statement: By this motion, the Debtors sought to extend the exclusivity period under 11 U.S.C. 1121(b) and (c) to file and confirm a Plan. The Court approved this motion and extended the exclusivity period to file a Plan until March 2, 2015 and sixty days thereafter to confirm the same. (Docket #90).

m. Motion for Authority to Incur Post Petition Indebtedness under Section 364(b), 503(b) and 105

This Motion sought authority to incur post-petition indebtedness with Main Street Lenders in connection with a Revolving Credit Note up to $300,000. The Court approved this motion on an interim basis on January 26, 2015 (Docket #91) and a final basis on February 9, 2015 (Docket #101).

n. Debtors' Motion For Order: (A)Scheduling An Auction; (B) Scheduling The Date, Time And Place For A Hearing On The Proposed Sale Motion; (C) Approving The Form And Manner Of The Notice Of Auction And Sale Hearing, And (D) Approving The Bidding Procedures and Reservation of Right to Select Stalking Horse Bidder and Approve Break Up Fee

On February 20, 2015, Debtors filed this motion seeking to establish procedures by which the Debtors can sell the stock of QLS and QLRSs. On March 23, 2015, the Court entered an order approving the bidding procedures, scheduling an auction for May 7, 2015 and setting a hearing on approval of the sale motion, discussed below, for May 11, 2015, along with the hearing to confirm Debtors' First Amended Joint plan of Liquidation (Docket #119).

o. Debtors' Motion for Order Authorizing and Approving the Sale of Membership Interests in QLS and QLRS, Together with the Transfer of all Assets of QLRS and QLS, Free and Clear of Liens, Claims, Interests, Charges and Encumbrances

The Debtors filed this motion on February 20, 2015, seeking to sell 100% of the membership interest in QLS and QLRS pursuant to an auction process. The Debtors also reserved the right to sell substantially all the assets of QLS and QLRS. The proceeds from a proposed sale would be utilize to fund the Debtors' plan. A hearing on this motion is currently scheduled for May 11, 2015, along with the hearing to confirm Debtors' First Amended Joint plan of Liquidation.

E. **Creditors Committee**

No Creditors' Committee has been or is expected to be appointed. The United States Trustee has filed a notice of inability to appoint a Creditors' Committee.

V. PLAN PROPOSAL

The Debtors have determined that the most prudent course of action to maximize distributions to Creditors in this case is to sell the QLS and QLRS operating entities as ongoing concerns or substantially all of the assets of these entities ("Property") pursuant to a Section 363 sale, with the proceeds thereof to be utilized to fund the Plan. Main Street Lenders have consented to the sale and will be entitled to credit bid. However, Main Street Lenders have agreed to limit its' credit bid to amount not to exceed $11 million. In that connection, the Debtors have filed a motion to approve proposed bidding procedures and a motion to approve an auction, with a sale expected to be conducted in late April 2015. The highest and best offer from the Qualified Bids will be submitted to the Court for approval. Although the sale will not generate sufficient revenue to pay the full amount owed to Main Street Lenders, the lender has consented to a Carve-Out of up to $437,500 from the sale proceeds to pay creditors under the Plan. Confirmation of the Plan will enable the Debtors to provide a greater dividend for Allowed General Unsecured Claims than under a Chapter 7 proceeding. See attached Exhibit B.

A. The Debtors' Assets and their Value

1. Assets on the Petition Date

The Debtors' principal assets on the Filing Date consisted of cash, accounts receivable furniture, fixtures, equipment and machinery. Following is a table summarizing the value of these assets as of the Filing Date. The Debtor's Schedules and Statement of Financial Affairs are filed of record and list the Debtor's assets and liabilities with more particularity. They are available from the Clerk of Court for the United States Bankruptcy Court of the Southern District of Texas, or in electronic form by written request to Debtors' Counsel.

	QLRH	QLRS	QLS	Rocaceia
Assets:				
Schedule A				
Real Property	-	$366,828.00	-	-
Total Sch A Assets	$0.00	$366,828.00	$0.00	$0.00
Schedule B				
Cash	$14,922.02	$102,292.77	$172,356.99	$13,985.13
Security Deposit	$1,250.00			$2,500.00
Insurance	$0.00	$0.00	$0.00	$0.00
Accounts Receivable*	-	$2,951,066.74	$1,865,796.64	$4,314,262.21
Stock/Membership Interests	$0.00	$0.00	$0.00	$0.00
Claims Against Mobley	unknown			
Collection of Old AR		$200,000.00		
Claims against ERF re Reimburement of Attorneys Fees			$100,000.00	$100,000.00
Claim against Texas Mats			$344,711.00	
Vehicles			$193,613.37	
FFE	$21,492.87	$3,968.98	$13,029.47	$7,389.00
Machinery & Equipment		$11,535,840.84	$6,362,166.71	
Prepaid Expenses			$13,334.75	
Prepaid Insurance	$26,512.00		$43,298.07	$4,751.00
Leasehold Improvements			$92,735.00	
Inventory			$25,000.00	
Total Sch B Assets	$64,176.89	$14,793,169.33	$9,226,042.00	$4,442,887.34
Total of All Assets	$64,176.89	$15,159,997.33	$9,226,042.00	$4,442,887.34
*- Schedule A accounts receivable for all Debtors except QLRH reflect intercompany A/R that is reflected in each				
Debtors' books. However, some of the amount reflected in the books may have benefitted each Debtor and the				
A/R should then be adjusted downward. Intercompany A/R for each Debtor is listed on Sch A as follows:				
QLRS - $2,951,066.74; QLS- $1,865,796.64; Rocaceia $4,314,262.2				

B. Asset Values

As stated above, approximately $9 million of the total outstanding accounts receivable for the Debtors is intercompany receivables reflected on Debtors' books but which likely have little or no value. The plan does not provide for any distributions with respect to intercompany claims. The leasehold improvements and Furniture, Fixtures and Equipment are listed at historic book value, which is not the fair market value. The Debtor believes that the liquidation or market value of the used assets and improvements is much less.

C. Liabilities on the Petition Date

Below is a table summarizing the liabilities of each of the Debtors as of the Filing Date:

	QLRH	QLRS	QLS	Rocaceia
Liabilities:				
Sch D - Secured Debt**	$37,680,050.00	$37,680,050.00	$37,824,982.08	$37,680,050.00
Sch E -Priority Claims	$250,176.00	$53,534.00	$41,282.00	$0.00
Sch F -Unsecured Claims***	$31,185,874.56	$943,840.51	$2,340,303.54	$24,623,487.39
Total of All Liabilities	$69,116,100.56	$38,677,424.51	$40,206,567.62	$62,303,537.39

**- Schedule D for all Debtors includes liability owed to Main Street Lenders (principal balance only) of $37,680,050.00. Schedule D does not reflect interest, expenses and attorneys fees which are also owed to Main Street Lenderswith respect to its claim.

***- Schedule F for QLRH and Rocaceia both reflect the disputed claims of Mobley with respect to the $20 Million Subordinated Note. Schedule F for all Debtors also reflects any intercompany claims which may exist between the Debtors. The aggregate of intercompany claims for all Debtors is $9,131,125.59. The non-insider undisputed general unsecured claims total approximately $550,000. Main Street Lenders has agreed to a Carve Out for these Class 4 Claims in the amount of $137,500, which should provide an estimated return of 25% to this Class. The balance of the Carve Out will be used to pay Administrative Claims other than the Main Street Lenders DIP Loan, and Priority Tax Claims as needed.

See attached Exhibit B for Debtors' analysis of the status of claims that may be entitled to distribution under Debtors' proposed Plan.

D. Operations

The Debtors will sell their Property pursuant to the terms of the Plan or under Section 363 of the Bankruptcy Code, free and clear of all claims but will continue operations pending the closing of the sale of the Property.

E. Ownership and Management

1. Current Management

Chris Williams, through CWC Operations, Inc. is the managing member of each of the Debtors. Mr. Williams also serves as President of each of the Debtors.

2. Future Operations of Management

The Debtor will have no employees after the closing of the sale to a Successful Bidder after the Effective Date save for CWC Operations acting by and through Mr. Williams who will be both the liquidation agent and disbursing agent and responsible for case administration, including prosecuting Reserved Litigation Claims. The remaining entities will have no other operations.

VI. DESCRIPTION OF PLAN

A copy of the Plan is attached as **Exhibit A**. The Plan should be read carefully and independently of this Disclosure Statement. The following is a brief overview of the Plan is intended to provide a context for understanding the remainder of this Disclosure Statement. It is qualified by reference to the Plan itself.

The Plan is the result of a determination that the most effective method to maximize the recovery of all creditors was a sale of the Property. All Claims, liens, charges and other encumbrances will receive payments as set forth in the Plan out of available Cash. Creditors will be paid as set forth in the Plan. The Debtors submit that the Plan will afford Creditors a superior return on account of their Claims than would a liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, discussed more fully below. Under the Plan, Holders of all Allowed Claims will receive the distributions or other treatment provided under the Plan on the Effective Date or as soon as practicable thereafter.

A copy of the Plan is attached as Exhibit A. Generally, if the Plan is confirmed by the Bankruptcy Court and consummated: (1) Allowed Administrative Claims will be paid in Cash in full unless otherwise agreed; (2) Allowed Priority Claims will be paid in full in Cash unless otherwise agreed; (3) the Allowed Secured Claims of Taxing Authority shall be paid in full; (4) the Allowed Secured Claim of Main Street Lenders, will be paid either by credit bid or in Cash from Net Sales Proceeds of the Property and Net Litigation Proceeds; (5) the Holders of Allowed Other Secured Claims will be paid (i) according to contractual terms, (ii) the value of their collateral in Cash or (iii) the collateral will be abandoned in satisfaction of their Claims; (6) Holders of Allowed General Unsecured Claims will be paid a pro rata percentage of their Allowed Claims from the Carve-Out; (7) Insiders shall receive no distribution on account of their Allowed Class 5 Claims; and (8) Equity Interest Holders shall receive no distribution or any property under the Plan on account of said Interests.

The Effective Date of the Plan is the date on which the Confirmation Order becomes a Final Order.

A. Class 1. Allowed Secured Claim of Taxing Authorities.

Classification. Class 1a consists of the Allowed Secured Claims of Ad Valorem taxing authorities for the years 2014 and 2015 accrued through the earlier of entry of the Sale Approval Order or the Effective Date and secured by a lien on all of the Debtor's assets for QLRH.

Treatment. Allowed Secured Class 1a Claims shall be paid in full when due from Cash from Debtors' operations, or if cash is insufficient, the difference shall be paid from the Carve Out. The Allowed Secured Class 1a Claims Holders shall retain their liens until such time as they are paid in full.

Classification. Class 1b consists of the Allowed Secured Claims of Ad Valorem taxing authorities for the years 2014 and 2015 accrued through the earlier of entry of the Sale Approval Order or the Effective Date and secured by a lien on all of the Debtor's assets for QLRS.

Treatment. Allowed Secured Class 1b Claims shall be paid in full when due from Cash from Debtors' operations, or if cash is insufficient, the difference shall be paid from the Carve Out. The Allowed Secured Class 1b Claims Holders shall retain their liens until such time as they are paid in full.

Classification. Class 1c consists of the Allowed Secured Claims of Ad Valorem taxing authorities for the years 2014 and 2015 accrued through the earlier of entry of the Sale Approval Order or the Effective Date and secured by a lien on all of the Debtor's assets for QLS.

Treatment. Allowed Secured Class 1c Claims shall be paid in full when due from Cash from Debtors' operations, or if cash is insufficient, the difference shall be paid from the Carve Out. The Allowed Secured Class 1c Claims Holders shall retain their liens until such time as they are paid in full.

Impairment. The Class 1a, Class 1b and Class 1c Claims are not impaired.

B. Class 2. Allowed Secured Claims of Main Street Lenders

Classification. Class 2 consists of the Allowed Secured Claims of Main Street Lenders with respect to Main Street Loan #1, in the allowed principal amount of $37,350,000.00, plus interest, costs, expenses and attorneys' fees and Main Street Loan #2 in the allowed principal amount of $330,050.00, plus interest, costs, expenses and attorneys' fees.

Treatment. The Allowed Class 2 Claim shall be paid as follows:

Main Street Lenders shall receive the following in satisfaction of the Allowed Main Street Lenders Claim:

(i) If Main Street Lenders are not the Successful Bidder, 100% of the Net Sales Proceeds, less the Carve-Out amount to be used to pay Allowed Claims as provided herein.

(ii) If Main Street Lenders are the Successful Bidder, the Property, free and clear of liens, claims and encumbrances as provided by the Sale Approval Order and Main Street Lenders shall authorize use of Retained Cash and additional cash necessary to fund the Carve-Out.

(iii) 100% of the Net Litigation Proceeds.

(iv) To the extent the Main Street Lenders are not paid in full on account of the Allowed Class 2 Secured Claim, the deficiency amount shall be treated as an Allowed Class 4 Non-Insider General Unsecured Claim, however Main Street will receive no part of the Carve-Out.

Impairment. The Class 2 Claims are impaired.

C. Class 3. Other Allowed Secured Claims

Classification. Class 3a consists of all Other Allowed Secured Claims of QLS not included in Class 2.

Treatment. With respect to Other Allowed Class 3a Secured Claims of QLS, the Debtor shall on the later of ten (10) business days after the Effective Date or ten (10) Business Days after a Final Order allowing the Allowed Secured Claim, either (i) pay in Cash in full the value of said Allowed Secured Claim; (ii) continue to pay such claim in accordance with its contractual obligations until the Allowed Secured Claim is paid in full; (iii) surrender the collateral to the Holder of the Allowed Secured Claim; or (iv) such other treatment as may be agreed between the Holder of such Claim and the Debtor. To the extent there is a deficiency balance due and owing, it shall be treated as Class 4 Claim.

Classification. Class 3b consists of all Allowed Secured Claims of QLRS, QLRH, and Rocaceia not included in Class 2.

Treatment. With respect to Other Allowed Class 3b Secured Claims of QLS, the Debtor shall on the later of ten (10) business days after the Effective Date or ten (10) Business Days after a Final Order allowing the Allowed Secured Claim, either (i) pay in Cash in full the value of said Allowed Secured Claim; (ii) continue to pay such claim in accordance with its contractual obligations until the Allowed Secured Claim is paid in full; (iii) surrender the collateral to the Holder of the Allowed Secured Claim; or (iv) such other treatment as may be agreed between the Holder of such Claim and the Debtor. To the extent there is a deficiency balance due and owing, it shall be treated as Class 4 Claim.

Impairment. The Class 3a and Class 3b Claims are impaired under the Plan.

D. Class 4. Allowed Non-Insider General Unsecured Claims.

Classification. Class 4a consists of the Allowed Non-Insider General Unsecured Claims against QLRH.

Treatment. Holders of Allowed Class 4a Non-Insider General Unsecured Claims against QLRH shall be paid a pro rata share of the Carve-Out, in full satisfaction of the Allowed Class 4a Claim.

Classification. Class 4b consists of the Allowed Non-Insider Claims against QLRS.

Treatment. Holders of Allowed Class 4b Non-Insider General Unsecured Claims against QLRS shall be paid a pro rata share of the Carve-Out, in full satisfaction of the Allowed Class 4b Claim.

Classification. Class 4c consists of the Allowed Non-Insider Unsecured Claims against QLS.

Treatment. Holders of Allowed Class 4c Non-Insider General Unsecured Claims against QLS shall be paid a pro rata share of the Carve-Out, in full satisfaction of the Allowed Class 4c Claim.

Classification. Class 4d consists of the Allowed Non-Insider Unsecured Claims against Rocaceia.

Treatment. Holders of Allowed Class 4d Non-Insider General Unsecured Claims against Rocaceia shall be paid a pro rata share of the Carve-Out, in full satisfaction of the Allowed Class 4d Claims.

Impairment. The Class 4a, Class 4b, Class 4c, and Class 4d claims are impaired.

E. Class 5: Allowed Claims of Mobley Parties Related to Sale Transaction (including, but not limited to, claims under Mobley Purchase Agreement, Employment Agreement and Subordinated Note).

Classification. Class 5 consists of the Allowed Claims of Mobley Parties Related to Sale Transaction (including, but not limited to, claims under Mobley Purchase Agreement, Employment Agreement and Subordinated Note.

Treatment. Allowed Class 5 Claims of Mobley Parties shall receive no distribution on account of the Allowed Class 5 claims as provided in the Subordination Agreement.

Impairment. The Class 5 claims are not impaired.

Potential Alternative Treatment. To the extent a claim of the Mobley Parties related to the Sales Transaction is determined not to be subject to the Subordination Agreement, such claim shall be treated as a non-insider general unsecured claim, and to the extent any such claim is an Allowed Claim, it will be treated as a Class 4 Allowed Claim. In addition, to the extent the Main Street Lenders are paid in full, any Mobley Party claim otherwise subject to the Subordination Agreement shall be treated as a non-insider general unsecured claim, and to the extent any such claim is an Allowed Claim, it will be treated as a Class 4 Allowed Claim. Notwithstanding the foregoing, nothing herein shall be deemed a waiver of potential subordination of any claim of the Mobley Parties under Section 510 of the Bankruptcy Code. The Mobley Parties have asserted that their claim of $6,803,079.00 (Proof of Claim # 6) is not subject to the Subordination Agreement and should be allowed as a Class 4 claim. The Debtors believe that such claim is subject to the Subordination Agreement and that the Mobley Parties have contractually agreed that they would receive no distribution on account of such claim until the Main Street Lenders are paid in full. Moreover, even if the claim is determined not to be subject to the Subordination Agreement, the Debtors have objected to such claim on its merits and it is part of the litigation of various claims between the Mobley Parties and the Debtors in Adversary No. 14-06005.

F. Class 6. Allowed Interests of Equity Holders.

Classification. Class 6a consists of the Allowed Equity Interests in QLRH.

Treatment. Class 6a Allowed Equity Interests in QLRH shall receive no distribution or any property under the Plan on account of said Interests.

Classification. Class 6b consists of the Allowed Equity Interests in QLRS.

Treatment. Class 6b Allowed Equity Interests in QLRS existing as of the Petition Date shall be canceled and shall receive no distribution or any property under the Plan on account of said Interests.

Classification. Class 6c consists of the Allowed Equity Interests in QLS.

Treatment. Class 6c Allowed Equity Interests in QLS existing as of the Petition Date shall be canceled and shall receive no distribution or any property under the Plan on account of said Interests.

Classification. Class 6d consists of the Allowed Equity Interests in Rocaceia.

Treatment. Class 6d Allowed Equity Interests in Rocaceia shall receive no distribution or any property under the Plan on account of said Interests. Impairment. The Class 6a, Class 6b, Class 6c and Class 6d Interests are impaired.

G. **Administrative Claims Bar Date**.

Any Holder of an Administrative Claim (including any cure Claims for executory contracts or leases that are assumed pursuant to this Plan, or pursuant to a 363 sale including Lease Claims) against the Debtors, except for administrative expenses incurred in the ordinary course of operating the Debtors' business, shall file an application for payment of such Administrative Claim on or within sixty (60) days after entry of the Confirmation Order with actual service upon counsel for the Debtors, otherwise such Holder's Administrative Claim will be forever barred and extinguished and such Holder shall, with respect to any such Administrative Claim, be entitled to no distribution and no further notices. The Debtors shall pay pre-confirmation quarterly U.S. Trustee fees in full in Cash within thirty (30) days after the Effective Date. U.S. Trustee fees which accrue after confirmation shall be paid by the Reorganized Debtor until the case is closed or converted.

H. **Payment of Administrative Claims**.

Each Holder of an unpaid Allowed Administrative Claim shall be paid in Cash in full on the later of thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Administrative Claim, unless the Holder of such Claim agrees to a different treatment.

I. **Payment of Priority Claims**.

Each Holder of an unpaid Allowed Priority Claim shall be paid in Cash in full on the later of thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Priority Claim, unless the Holder of such Claim agrees to a different treatment.

VII. IMPLEMENTATION OF THE PLAN

The Plan shall be implemented and executed in accordance with the procedures set forth in the Plan.

A. Sale of Property. Pursuant to the Bidding Procedures, an Auction of the New Membership Interests will be conducted prior to the hearing on confirmation of the Plan to determine the respective identities of the Successful Bidder and the Backup Successful Bidder. After the entry of the Confirmation Order or the Sale Approval Order, the sale of the Property to the Successful Bidder or the Backup Successful Bidder, as the case may be, shall be consummated at the Closing pursuant to Sections 363, 1123, 365 and 1146(c) of the Bankruptcy Code, as applicable. The Sale Approval Order or the Confirmation Order shall contain such terms and provisions as are necessary to effectuate the Sale. The Confirmation Order or the Sale Approval Order shall authorize and direct the Debtors to take all actions and steps necessary to consummate the sale of the Property and shall include all of the normal and customary protections provided under Section 363 of the Bankruptcy Code. All Avoidance Actions and Reserved Litigation Claims shall remain property of the bankruptcy estate and shall not be part of the Property sold to the Successful Bidder or Backup Successful Bidder.

B. Closing. The Closing of the sale shall be consummated within twenty (20) days after the entry of the Confirmation Order or the Sale Approval Order (the "Initial Closing Date"). If the Successful Bidder does not consummate the sale by the Initial Closing Date for any reason other than a default by the Debtors, the Debtors shall immediately execute a purchase and sale agreement with the Backup Successful Bidder and close not later than twenty (20) days after the Initial Closing Date (the "Second Closing Date").

C. Release of Liens. At the Closing of the Sale of the Property, all holders of Liens on the Property shall release their respective Liens upon the payment as provided in this Plan, and such holders shall execute any instruments reasonably requested to confirm and/or effectuate such release. Liens shall attach to the Net Sale Proceeds in the same priority as they previously attached to the property. Any unperfected liens, equitable liens, or other rights to royalties (whether or not in the nature of a lien) or any claims against the Property *in rem* are extinguished and will attach only to the proceeds of sale.

D. Sale Free and Clear. Upon Closing, all right, title and interest of the Debtors and its Estates in and to the Property shall vest in the Successful Bidder free and clear of all Claims, Liens, encumbrances, interests, restrictions, easements, leases, tenancies, agreements of sale and other title objections. All claims against the Property will attach to the proceeds of sale thereof in the same priority and amount as existed on the petition date. The Property will include the New Membership Interests as well as the assets of QLS and QLRS that are not part of the Excluded Property.

E. New Membership Interests. New Membership Interests in QLS and QLRS shall be issued on the Effective Date and 100% of these interest shall be assigned, transferred and sold to the Purchaser in accordance with the provisions of this Plan, or the Sale Approval Order, as applicable. The New Membership Interests shall not be part of the QLS and QLRS Bankruptcy Estates once the Sale is consummated.

F. Tax Allocation. Prior to closing of the Sale of the Property, the Successful Bidder and Debtor shall allocate 2015 taxes with respect to the Property.

G. Credit Bid. Main Street Lenders shall have the right to credit bid the up to $11 million of its outstanding debt at the Auction.

H. Funding of Plan. The source of funds to achieve consummation of and carry out the Plan shall be Retained Cash, Net Litigation Proceeds, Net Sales Proceeds and the Carve-Out, which are to be utilized to satisfy all Claims in order of priority under the Plan. Intercompany Claims, meaning each of every claim each of the Debtors has against any of the other Debtors, will not receive any distributions and shall be of no force or effect as of the Effective Date.

I. Reserved Litigation Claims. Reserved Litigation Claims shall be prosecuted by the Liquidation Agent. Main Street Lenders in conjunction with QLRH shall determine which Reserved Litigation Claims will be prosecuted The Liquidation Agent may not settle the Reserved Litigation Claims without the consent of Main Street Lenders. In its sole discretion, Main Street Lenders will fund the cost necessary to prosecute the Reserved Litigation Claims.

J. Appointment of Liquidation Agent. CWC Operations, through Chris Williams, shall be appointed the Liquidation Agent and shall prosecute the Reserved Litigation Claims. If Chris Williams chooses not to act as the Liquidation Agent, then he shall designate a substitute Liquidation Agent. CWC Operations shall receive no distribution on account of any pre-petition claim it may have against any of the Debtors.

K. Transfer of Reserved Litigation Claims. On the Effective Date, all Debtors shall transfer and assign all rights to prosecute the Reserved Litigation Claims to QLRH.

L. Distribution of Net Litigation Proceeds. Holders of Allowed Class 2 Claims (deficiency balance) shall receive 100% of Net Litigation Proceeds. The Liquidation Agent shall make periodic distributions to Class 2 Creditors of at any time in which the Net Litigation Proceeds are in excess of $10,000.

M. Operation of the Debtors**.** The Debtors will continue to operate post-confirmation until the Sale Approval Order is entered and final; thereafter operations shall continue solely in order to distribute the funds necessary to make payments to Creditors holding Claims in Classes 1 through 4, to engage in the Claims resolution process and prosecute the Reserved Litigation Claims pursuant to Article 4 of the Plan as necessary at the direction of Main Street Lenders.

VIII. OTHER PROVISIONS OF PLAN

A. Avoidance Actions. The Debtors retain the right, but not the requirement, to pursue all Avoidance Actions except those specifically released in this Plan.

B. Assumption and Rejection of Executory Contracts. In the event of a sale of the New Membership Interests in accordance with Article 6 of this Plan, the Debtors shall assume and assign to Purchaser such executory contracts and leases as they mutually agree and as set out in the MIPA. All licenses issued to QLS and QLRS by governmental authorities shall be assumed and assigned to Purchaser. The Debtors are not aware of any cure amounts owed with respect to any executory contract which may be assumed.

In the event of an asset sale, the Debtors shall assume and assign to the Successful Purchaser the Executory Contracts and Leases selected by Purchaser. To the extent a default exists in any executory contract or lease to be assumed, the Successful Purchaser will cure the default, if any.

The Debtors shall reject all executory contracts and leases and all other such agreements, which are not expressly assumed in this Plan, or by the Purchaser, or have not been expressly assumed by prior Court order or as set forth in the Auction Procedures Motion.

Any Claims arising from rejection of an executory contract or lease rejected as part of the confirmation of the Plan must be filed on or before 20 days from the Effective Date. Any claims arising from rejection of an executory contract or lease prior to confirmation of the Plan must have been filed on or before the later of the Claims Bar Date or 20 days from the date such rejection became effective. Otherwise, such Claims are forever barred and will not be entitled to share in any distribution under the Plan. Any Claims arising from rejection, if timely filed and allowed, will be paid as Class 4 Claims.

C. Disbursing Agent. CWC Operations, through Chris Williams, shall act as the Disbursing Agent. If the CWC Operations chooses not to act as the Disbursing Agent, then it shall designate a substitute.

D. Conditions to Confirmation. Confirmation of the Plan shall not occur and the Bankruptcy Court shall not enter the Confirmation Order unless all of the requirements of the Bankruptcy Code for confirmation of the Plan with respect to the Debtors shall have been satisfied. In addition, confirmation shall not occur, the Plan shall be null and void and of no force and effect, and the Plan shall be deemed withdrawn unless the Court shall have entered all orders (which may be orders included within the Confirmation Order) required to implement the Plan.

Confirmation of the Plan shall not occur and the Bankruptcy Court shall not enter the Confirmation Order unless (a) all of the requirements of the Bankruptcy Code for confirmation of the Plan with respect to the Debtors shall have been satisfied, and (b) the Property shall be sold at the Auction. In addition, confirmation shall not occur, the Plan shall be null and void and of no force and effect, and the Plan shall be deemed withdrawn unless the Court shall have entered all orders (which may be orders included within the Confirmation Order) required to implement the Plan.

E. Waiver and Nonfulfillment of Conditions to Confirmation. Nonfulfillment of any condition to confirmation of the Plan may be waived only by the Debtors. In the event that the Debtors determine that the conditions to the Plan's confirmation which it may waive cannot be satisfied and should not, in its discretion, be waived, the Debtors may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

F. Confirmation Order Provisions for Pre-Effective Date Actions. The Confirmation Order shall empower and authorize the Debtors to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable it to implement the provisions of the Plan and satisfy all other conditions precedent to the effectiveness of the Plan.

G. Conditions to the Effective Date. The following are conditions precedent to the effectiveness of the Plan: (i) the Plan is confirmed and the Bankruptcy Court shall have entered the Confirmation Order and the Sale Approval Order both of which shall have become Final Orders; (ii) Debtors do not withdraw the Plan at any time prior to the Effective Date; (iii) the Closing shall have occurred; and (iv) the Debtors shall have sufficient Cash on hand to make the initial payments and distributions required under the Plan.

H. Waiver and Nonfulfillment of Conditions to Effective Date. Nonfulfillment of any condition set forth in the immediately foregoing paragraph of the Plan may be waived only by the Debtors. Moreover, any waiver of the requirement of a Final Order must be also agreed to in writing by the ultimate purchaser of the stock or assets. In the event that the Debtors determine that the conditions to the Plan's Effective Date set forth in the immediately foregoing paragraph of this Plan cannot be satisfied and should not, in their sole discretion, be waived, the Debtors may propose a new plan, may modify this Plan as permitted by law, or may request other appropriate relief.

I. Binding Effect. As provided for in Section 1141(d) of the Bankruptcy Code, the provisions of the Plan shall bind the Debtors, any entity acquiring property under the Plan and any Creditor, Equity Holder, or shareholder of the Debtors, whether or not the Claim or Interest of such Creditor or Equity Holder is impaired under the Plan and whether or not such Creditor or Equity Holder has accepted the Plan. After confirmation, the property dealt with by the Plan shall be free and clear of all Claims and Interests of Creditors and Equity Holders, except to the extent as provided for in the Plan as the case may be. The Confirmation Order shall contain an appropriate provision to effectuate the terms of this paragraph 14.1.

J. Satisfaction of Claims and Interests. Holders of Claims and Interests shall receive the distributions provided for in this Plan, if any, in full settlement and satisfaction of all such Claims, and any interest accrued thereon, and all such Interests.

K. Vesting of Property. Except as otherwise expressly provided in the Plan or the Confirmation Order, pursuant to Section 1141(b) of the Bankruptcy Code, upon the Effective Date, all Excluded Property of the Bankruptcy Estate shall vest in the Debtors free and clear of all Claims, liens, encumbrances, charges or other Interests of Creditors and Interest Holders except for the interest of the Main Street Lenders.

L. Discharge. Pursuant to Section 1141(d) of the Bankruptcy Code, upon the Effective Date, the Debtors shall be discharged from any debt that arose before the date of such confirmation, and any debt of a kind specified in Section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not a proof of the Claim based on such debt is filed or deemed filed under Section 501 of this title; such Claim is allowed under Section 502 of this title; or the Holder of such Claim has accepted the Plan.

M. Injunction. **The Confirmation Order shall include a permanent injunction prohibiting the collection of Claims in any manner other than as provided for in the Plan. All Holders of Claims shall be prohibited from asserting against the Debtors or any of its assets or properties, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date, whether or not such Holder filed a proof of Claim. Such prohibition shall apply whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under Section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under Section 502 of the Bankruptcy Code; or (c) the Holder of a Claim based upon such debt has accepted the Plan. "Claims" shall include, but not be limited to, all direct claims of creditors and equity interest holder against the Debtor, claims derivative of the Debtors, shareholder claims against the Debtor, and all claims that are common to all creditors or equity holders.**

N. Preservation of Setoff or Recoupment Rights. In the event that the Debtors have a Claim of any nature whatsoever against the Holders of Claims, the Debtors may, but are not required to setoff or recoup against the Claim (and any payments or other distributions to be made in respect of such Claim hereunder), subject to the provisions of Section 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors of any Claim that the Debtors have against the Holder of Claims. Neither this provision nor the injunctive provision of the Confirmation Order shall impair the existence of any right of setoff or recoupment that may be held by a Creditor herein; provided that the exercise of such right shall not be permitted unless the Creditor provides the Debtors with written notice of the intent to effect such setoff or recoupment. If the Debtors or the Disbursing Agent, as applicable, object in writing within twenty (20) business days following the receipt of such notice, such exercise shall only be allowed upon order of the Bankruptcy Court. In the absence of timely objection, the Creditor may implement the proposed setoff or recoupment against the Claim held by the Bankruptcy Estate.

O. Releases. On the Effective Date and pursuant to Section 1123(b)(3)(A) of the Bankruptcy Code, the Debtors, and to the maximum extent provided by law, its agents, release and forever discharge all claims, including acts taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into or any other act taken or entitled to be taken in connection with the Plan or this case against the following, whether known or unknown:

QLRH, QLRS, QLS and Rocaceia, their current board members and officers, including Chris Williams, and the Debtors officer and directors (collectively "Insider Released Parties") in connection with any and all claims and causes of action arising on or before the Confirmation Date that may be asserted by or on behalf of the Debtors or the Bankruptcy Estates.

The release of these Insider Released Parties shall be conditioned upon the occurrence of the Effective Date.

The Debtors' Professionals will be released from any and all claims and liabilities other than gross negligence and willful misconduct or except as otherwise provided under the Professional Code of Responsibility.

Main Street Lenders and the Holder of the Class 2 Claims, including its representatives and professionals, in connection with any and all claims and causes of action arising on or before the Confirmation Date that may be asserted by or on behalf of the Debtors or the Bankruptcy Estates and/or on account of the Debtors' Cases.

P. Exculpation. Neither the Debtors, the Insider Released Parties, nor any of their respective present members, officers, directors, or employees shall have or incur any liability to any holder of a Claim or an Interest, or any other party in interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Chapter 11 Case, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the 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 acts or omissions which are the result of fraud, gross negligence, or willful misconduct, and in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Q. Lawsuits. On the Effective Date, all lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of Claims against any of the Debtors except proof of Claim and/or objections thereto pending in the Bankruptcy Court shall be dismissed as to each of the Debtors. Such dismissal shall be with prejudice to the assertion of such Claim in any manner other than as prescribed by the Plan. **All parties to any such action shall be enjoined by the Bankruptcy Court by the Confirmation Order from taking any action to impede the immediate and unconditional dismissal of such actions.** All lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of a claim(s) by the Debtors or any entity proceeding in the name of or for the benefit of the Debtors against a person shall remain in place only with respect to the claim(s) asserted by the Debtors or such other entity, and shall become property of the Post-Confirmation Debtor(s) to prosecute, settle or dismiss as it sees fit.

R. Insurance. Confirmation and consummation of the Plan shall have no effect on insurance policies of the Debtors in which the Debtors or any of the Debtors' representatives or agents are or were the insured party; the Debtors shall continue as the insured party under any such policies without the need of further documentation other than the Plan and entry of the Confirmation Order. Each insurance company is prohibited from denying, refusing, altering or delaying coverage on any basis regarding or related to the Debtors' bankruptcy, the Plan or any provision within the Plan.

S. Objections to Administrative Expense Claims. The Debtors or the Disbursing Agent shall, on and after the Effective Date, have the right to make and file objections to Administrative Expense Claims. Unless otherwise ordered by the Bankruptcy Court, all objections to Administrative Expenses Claims that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court shall be filed and served upon the holder of the Administrative Expense Claim as to which the objection is made no event later than sixty (60) days after the Effective Date.

T. Objections to Claims. The Debtors or the Disbursing Agent shall have the right and standing to make and file objections to Claims upon and after the Effective Date. Except as set forth herein, nothing in the Plan, the Confirmation Order or any order in aid of Confirmation, shall constitute, or be deemed to constitute, a waiver or release of any claim, Causes of Action, right of setoff, or other legal or equitable defense which the Debtors and their Estates had immediately prior to the commencement of the Bankruptcy Case, against or with respect to any Claim. Except as set forth herein, upon Confirmation, the Debtors or Disbursing Agent shall have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff and other legal or equitable defenses which the Debtors and their Estates had immediately prior to the commencement of the Bankruptcy Case as if the Bankruptcy Case had not been commenced and avoidance power actions under the Bankruptcy Code.

U. Disallowance of Claims. All Claims held by Persons against whom the Debtors and their Estates have asserted a Claim or Cause of Action under Sections 522(f), 522(h), 542, 543, 544, 547, 548, 549, 550, 551, 553, or 724(a) of the Bankruptcy Code, including, without limitation, the Chapter 5 Actions and the Derivative Claims, shall be deemed disallowed pursuant to Section 502(d) of the Bankruptcy Code, and holders of such Claims may not vote to accept or reject the Plan until such time as such Claims or Causes of Action against the Person have been settled or a Final Order entered and all sums due the Debtors by that Person are turned over to the Debtors.

V. Disputed Claims. Except as otherwise provided in the Plan, no payments shall be made with respect to all or any portion of a Disputed claim unless and until any and all objections to such Disputed Claim have been determined by a Final Order. Payments and distributions to each holder of a Disputed Claim, to the extent that the Disputed Claim ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan. Any payments that would have been made prior to the date on which a Disputed Claim becomes an Allowed Claim shall be made as soon as practicable after the date that the order or judgment of the Court determining such Claim to be an Allowed Claim becomes a Final Order. For purposes of the Plan, any and all Claims that are subject to disallowance pursuant to Code §§ 502(e) and 509 shall be deemed to be disallowed as of the Confirmation Date, notwithstanding the absence of any objection thereto.

IX. LIQUIDATION ANALYSIS

The Debtors' Liquidation Analysis shows that Main Street's secured claim far exceeds the value of Debtors' combined assets (the "Liquidation Analysis"). See attached Exhibit B. Moreover, the Main Street Lenders will receive all proceeds from any litigation pursued by the Debtors as discussed above. This Liquidation Analysis indicates that Holders of Allowed General Unsecured Claims would not receive any distribution in a Chapter 7 liquidation, which is a far less desirable result than the result to be achieved under the Plan. The Debtors submit that the Holders of Allowed General Unsecured claims will receive at least as much consideration under the Plan as they would receive in Chapter 7 liquidation scenario. As set forth in Exhibit B, absent confirmation of the Plan, the Chapter 11 Case would be converted to a case under Chapter 7 of the Bankruptcy Code. In that circumstance, the Debtors operations would cease and its going concern would plummet. Moreover, if the case were converted to a Chapter 7, Main Street Lenders would likely obtain relief from the automatic stay and foreclosure its interest in the Debtors' assets. As the Property would be sold at a foreclosure sale conducted under state law without the marketing process and the salutary benefit attendant to a Bankruptcy Court auction, it is likely that the sale proceeds of a state law foreclosure sale would be significantly less than in a Bankruptcy Court auction or that Main Street Lenders would credit bid the full value of its $40 million claim, resulting no net proceeds available to pay creditors other than Main Street Lenders. Even if the Chapter 7 Trustee were to sell the Property, sales under Chapter 7 typically are not as advantageous as those effectuated under Chapter 11 and, thus, the sales proceeds available for payment to Creditors would necessarily decrease in a Chapter 7 liquidation scenario. Moreover, the conversion of the Case to a case under Chapter 7 would add another layer of administrative expense, including professional fees and trustee commissions that would further impair the potential recovery of Allowed General Unsecured Claims. Finally, the conversion of the case to Chapter 7 would result in a delay in making any distributions of at least 6 to 9 months, to the further detriment of Creditors.

X. RISKS POSED TO UNSECURED CREDITORS

The Debtors believe that there is risk associated with this Plan that calls for the sale of Property. However, if the Auction is successful, Holders of Allowed General Unsecured Claims should receive a dividend. Absent an Auction pursuant to the Main Street Lenders, M will likely obtain stay relief and unsecured creditors would not secure any distribution on account of their Claims.

XI. ALTERNATIVES

Although the Disclosure Statement is intended to provide information to assist Creditors in making a judgment on whether to vote for or against the Plan, and although Creditors are not being offered through that vote an opportunity to express an opinion concerning alternatives to the Plan, a brief discussion of alternatives to the Plan may be useful. These alternatives include conversion to a Chapter 7 case or dismissal of the bankruptcy proceeding. The Debtors, of course, believe the proposed Plan to be in the best interests of Creditors. Thus, the Debtors do not favor any alternative to the proposed Plan in arriving at the conclusion. The Debtors assess the alternatives as follows:

A. Conversion

The first alternative would be to convert the Chapter 11 case to a Chapter 7 liquidating bankruptcy. If this occurred, the Bankruptcy Court would appoint a trustee to liquidate the Debtors' assets for the benefit of its Creditors. A sale by a Chapter 7 Trustee is typically less advantageous than a sale by Chapter 11 Debtors, who may sell property as a "going concern" basis for a better return.

Moreover, the appointment of a trustee would create an additional tier of administrative expenses having priority over all other Creditors. Such administrative expenses would include the Chapter 7 trustee's commissions and fees for professionals retained by the Chapter 7 trustee to assist in the liquidation. In addition, these services would likely duplicate services performed by other professionals during the Chapter 11 case for which the estate would essentially have to pay twice.

B. Dismissal

Dismissal of the case would result in numerous lawsuits to collect debts, none of which would be collectible, as Main Street Lenders are fully secured by all of the Debtors' assets and would foreclose upon the Property.

C. Other Alternatives May exist

The Debtors have attempted to set forth alternatives to the proposed Plan. However, the Debtors must caution Creditors that a vote must be for or against the Plan. The vote on the Plan does not include a vote on alternatives to the Plan. There is no assurance what course the proceedings will take if the Plan is rejected. If you believe one of the alternatives referred to is preferable to the Plan and you wish to urge it upon the Court, you should consult counsel.

XII. FEDERAL INCOME TAX CONSEQUENCES

A. Tax Consequences to Creditors

1. Generally

The tax consequence to any particular Creditor may vary depending on their own circumstances and they should consult with their own tax professional for advice regarding the impact on them of their acceptance or rejection of the plan.

2. Unsecured Claims

Holders of Class Allowed General Unsecured Claims should receive distributions from the Debtors. A Class 4 Claimholder should either be treated as (i) recognizing ordinary income in an amount equal to cash received and recognizing a loss in an amount equal to the tax basis in the Claim or (ii) recognizing a loss equal to the difference between the amount of cash received and their tax basis in their Claim.

A Claimholder's tax basis in a Claim should generally equal the amount included in income as a result of the provision of goods or services to the Debtors, except to the extent that a bad debt loss had previously been claimed. The gain or loss with respect to the Claim should be ordinary to the extent that it arose in the ordinary course of trade or business for services rendered to the Debtors.

DUE TO THE COMPLEX NATURE OF APPLICABLE TAX LAWS, CLAIMANTS SHOULD CONSULT WITH THEIR TAX PROFESSIONALS AND ADVISORS CONCERNING COMPLIANCE WITH AND THE AFFECT OF BOTH STATE AND FEDERAL TAX LAWS ON THEIR INTEREST BEFORE THEY CAST A BALLOT TO ACCEPT OR REJECT THE PLAN.

THE ACCOUNTANTS, ATTORNEYS, AND THE MANAGEMENT OF THE DEBTORS MAKE NO REPRESENTATIONS HEREIN CONCERNING THE IMPACT OF THE TAX LAW ON ANY INDIVIDUAL TREATED UNDER THE PLAN.

XIII. VOIDABLE TRANSFERS

Under the Bankruptcy Code and Texas State Law, the bankruptcy estate may sue to recover assets (or their value) that were transferred by "voidable transfers", which includes assets transferred:

in fraud of Creditors,

in constructive fraud of Creditors – because the asset was transferred without sufficient consideration while the Debtors was insolvent,

as a preferential transfer - a payment before bankruptcy outside the ordinary course that allows a creditor to receive more than it would receive in liquidation, or

as an unauthorized post-bankruptcy transfer by the Debtors outside of the ordinary course.

As further discussed in Article IV(B)(2), the Debtors believe there are transfers voidable under Section 544, 545, 547, 548, 549 and 553, or similar provision of the Bankruptcy Code against the Mobley parties and are pursuing these claims as part of the Reserved Litigation Claims discussed herein. Prior to bankruptcy, the Debtors believe that all other payments were made in the ordinary course of business and reasonably equivalent value was obtained for all assets transferred. However the Debtors are continuing to evaluate transfers and have reserved the right to pursue all Avoidance Actions except for any specifically released in the Plan. The Debtors believe that all post-bankruptcy payments were in the ordinary course, or otherwise authorized by the Court.

If the Plan is not confirmed and a liquidating trustee or Chapter 7 trustee is appointed, it is possible that the trustee's analysis will differ from that of the Debtors and that avoidance actions will be commenced against Creditors of the estate, insiders, or others.

XIV. LITIGATION AGAINST THE DEBTORS

All lawsuits pending against the Debtors at the time of the bankruptcy filings, with the exception of the litigation with the Mobley Related Parties discussed above, will be dismissed upon Confirmation of the Plan. No claim of environmental liability has been made, and no such claims are known or expected.

XV. ACCEPTANCE AND CONFIRMATION OF THE PLAN

A. Requirements for Confirmation

In order to obtain confirmation of the Plan, the requirements of Section 1129 of the Code all must be satisfied. These requirements include, but are not limited to, findings that the Plan complies with the applicable provisions of Chapter 11 of the Code, that the Debtors have complied with the applicable provisions of Chapter 11 of the Code, that the Plan has been proposed in good faith and not by any means forbidden by law, and at least one class of impaired claims has voted to accept the Plan. The Debtors believe that the Plan satisfies all the statutory requirements of Chapter 11 of the Bankruptcy Code.

B. Best Interest of Creditors

Before the Plan may be confirmed, the Bankruptcy Court must find (with certain exceptions) that the Plan provides, with respect to each class, that each Holder of a Claim or Interest of such class either (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such person would receive or retain if the Debtors was, on the Effective Date, liquidated under Chapter 7 of the Bankruptcy Code. The Debtors believes that this test will be satisfied, as absent the sale of the Property at the Auction holders of any potential recovery of Allowed General Unsecured Claims will be less than in a Chapter 7 liquidation.

C. Financial Feasibility

The Bankruptcy Code requires the Debtors to establish that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization. The Debtors submit that the Plan payments are all financially feasible since they will be derived from the proceeds of the proposed sale of the Property at a price in excess of the secured debt and in sufficient amount to provide a substantial dividend to holders of Allowed General Unsecured Claims.

D. Cram-Down - Confirmation Without Acceptance by All Impaired Classes

The Bankruptcy Code contains provisions for confirmation of a Plan even if the Plan is not accepted by all impaired classes, provided that at least one impaired class of claims has accepted it (determined without including any acceptance by any insider holding a claim of such class). These “cram-down” provisions are set forth in Section 1129(b) of the Bankruptcy Code.

In the event that any impaired class of claims does not accept the Plan by the requisite majority set out in the introduction and as required under the Bankruptcy Code the Debtors must demonstrate to the Bankruptcy Court, with respect to each impaired class which does not accept the Plan that the Plan does not discriminate unfairly, and is "fair and equitable" with respect to that class. Under the Bankruptcy Code, a Plan is considered "fair and equitable" with respect to secured claims, unsecured claims or interest, as the case may be, if the following conditions are met:

Secured Claims. The Holders of such Claims retain their liens, to the extent of the allowed amount of their Claims, and that each Holder of such a Claim receive on account of such Claim deferred cash payments totaling at least the allowed amount of such Claim, of a value, as of the Effective Date of the Plan, of at least the value of such Holder's Interest in the estate's interest in the collateral.

Unsecured Claims. Either (i) each impaired unsecured creditor receives or retains under the Plan property of a value as of the Effective Date of the Plan equal to the amount of its Allowed Claim, or (ii) the Holder of any Claim or Interest that is junior to the Claims of the dissenting class will not receive or retain any property under the Plan.

Interests. Either (i) each Holder of an Interest will receive or retain under the Plan property of a value as of the Effective Date of the Plan equal to the greater of any fixed liquidation preference or redemption price to which such Holder is entitled or the value of such Interest, or (ii) the Holder of any Interest that is junior to such Interest will not receive or retain any property under the Plan.

E. The Debtors Believe The Plan is Fair And Equitable

The Debtors believe that the Plan meets the "fair and equitable" test and does not discriminate unfairly with respect to any class of Creditors or Interest Holders. Therefore, the Plan may be confirmed, even if it is rejected by the Holders of Allowed Claims and Interests.

XVI. CONCLUSION AND RECOMMENDATION

The information provided in this Disclosure Statement is intended to assist you in voting on the Plan in an informed fashion. If the Plan is confirmed, you will be bound by its terms. Accordingly, you are urged to make such further inquiries as you may deem appropriate and then cast an informed vote on the Plan.

The Debtors urge all Creditors entitled to vote on the Plan to vote to accept the Plan and to evidence such acceptance by immediately returning their properly completed ballots to the appropriate voting agent as set forth on the ballots within the time stated in the notice served with this Disclosure Statement.

Respectfully submitted April 8, 2015:

QUALITY LEASE RENTAL HOLDING, LLC., A DELAWARE LIMITED LIABILITY COMPANY

By: */s/ Chris Williams*

Title: Manager of Rocaceia, LLC, Debtor's Manager

QUALITY LEASE RENTAL SERVICE, LLC., A TEXAS LIMITED LIABILITY COMPANY

By: */s/ Chris Williams*

Title: Manager of Rocaceia, LLC, Debtor's Manager

QUALITY LEASE SERVICE, LLC., A TEXAS LIMITED LIABILITY COMPANY

By: */s/ Chris Williams*

Title: Manager of Rocaceia, LLC, Debtor's Manager

ROCACEIA, LLC., A DELWARE CORPORATION

By: */c/ Chris Williams*

Title: Manager of Rocaceia, LLC, Manager

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