

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

In re:	§	Case Nos. 17-33692 and 17-34048
	§	Chapter 11
DURON SYSTEMS, INC. and TRI-L I, LTD.,	§	Jointly Administered under
Debtors	§	Case No. 17-33692

DEBTORS’ DISCLOSURE STATEMENT AND PLAN OF REORGANIZATION

Duron Systems, Inc. (“Duron”) and Tri-L I, Ltd. (“Tri-L”)(collectively, the “Debtors”) propose this Disclosure Statement and Plan of Reorganization (the “Plan”) pursuant to §§ 1121 and 1125 of the Bankruptcy Code.

I. INFORMATION REGARDING THE DEBTOR

A. The Debtors

Duron is a Texas corporation with its principal place of business at 9110 Taub Road, Houston, Texas 77064. Tri-L is a Texas limited partnership with its principal place of business also at 9110 Taub Road, Houston, Texas 77064. Where appropriate, references to the Debtors shall mean the reorganized debtors.

B. Brief History of the Debtors and Cause of the Debtors’ Chapter 11 Filing

Duron operates an oil and gas fabrication facility principally for equipment for the offshore oil and gas industry. The collapse in the offshore oil and gas industry resulted in a significant downturn in the business of the Duron that led eventually caused Duron to seek protection in chapter 11 bankruptcy.

C. Assets of the Debtors

Duron’s principal assets are the equipment it uses to operate its business. Collectively, its

vehicles, machinery, and other equipment are valued at just over \$1.6M. Duron also has significant assets in the form of accounts receivable and work in progress, valued at just over \$1.1M.

Tri-L's principal asset is the real property located at 9110 Taub Road, Houston, Texas 77064 (the "Taub Property"), where the Debtors' principal place of business is located. The Taub Property is valued at \$5.5M. Tri-L also had \$780,000 in accounts receivable and \$1,245 in cash on its date of filing.

The assets of the Debtors are set forth in detail on the Debtors' bankruptcy schedules. For detailed information regarding the Debtors' assets, please see the Debtors' bankruptcy schedules and monthly reports.

D. Source of the Information Contained in This Disclosure Statement

All information in this Plan and Disclosure Statement has been submitted by the Debtors unless otherwise indicated.

E. Present Condition and Post-Petition Operations of the Debtors

Since filing the bankruptcy case, the Debtors have continued to operate their businesses.

The post-petition financial operations of the Debtors are set forth in the monthly operating reports filed with the Bankruptcy Court. Attached as Exhibit A are the two most recent of the Debtors' monthly operating reports, which set forth the Debtors' cumulative post-petition operations.

Duron has been able to maintain customers and has continued to increase its business since the filing of the chapter 11 case. Duron has also started providing services for onshore oil and gas equipment needs. Duron believes that the present offshore business combined with the business now being provided in the onshore market have been highly beneficial to the Debtors and have allowed for the Debtors to continue to operate. The business of Tri-L is directly tied to the business

of Duron. Duron is the sole tenant of Tri-L.

F. Anticipated Future of the Debtor, Management of the Reorganized Debtor, and Feasibility

Duron's president is Joseph Donald Lower. Its vice presidents are Thomas David Lower and Phillip M. Lower. Its comptroller is Jim Lower. Duron expects to retain its current management.

Tri-L also expects to retain its current management.

The Debtors believe that their current and future operations are well positioned to generate sufficient income to fund the proposed bankruptcy Plan.

The Debtors' actual income and expenses together with the projections of income and expenses for the next three years are attached hereto as Exhibit B.

The Debtor has added new customers during the chapter 11 case. Further, several prior customers have indicated that they intend on using the Debtor for future business once the Debtor has exited chapter 11. The Debtor believes that upon confirming a chapter 11 plan, it will be well suited to add prior customers and more new customers.

G. Claims Summary

The Debtors' schedules reflect claims against the Debtors and their respective priorities. The bar date for filing claims in Duron and Tri-L was November 22, 2017 and has passed. The following table summarizes the claims currently filed against the Debtors:

Claim #	Creditor	Amount	Status	Collateral
1	UnitedHealthcare	\$70,004.44	General Unsecured	-
1 ¹	Harris County et al	\$84,206.56	Secured	Real and business personal property

¹ Filed in Case No. 17-34048.

2	Harris County et al	\$29,459.40	Secured	Vehicles and business personal property
2*	Cypress-Fairbanks ISD	\$138,742.57	Secured	Real and business personal property
3	Cypress-Fairbanks ISD	\$48,504.94	Secured	Vehicles and business personal property
3*	Allegiance Bank	\$4,085,064.18	Secured	Blanket lien
4	Accounting Principals	\$4,000.00	General Unsecured	-
5	Ford Motor Credit Company LLC	\$19,995.42	Secured	2014 Ford F450
6	WW Granger Inc.	\$829.37	General Unsecured	-
7	American Express Travel Related, Inc.	\$55,525.52	General Unsecured	-
8	American Express Travel Related, Inc.	\$115.00	General Unsecured	-
9	United Rentals, Inc.	\$3,322.74	General Unsecured	-
10	American Express Bank, FSB	\$5,752.94	General Unsecured	-
11	Internal Revenue Service	\$0.00	-	-
12	Delta Steel, Inc.	\$25,353.20	General Unsecured	-
13	Action Stainless	\$22,700.41	General Unsecured	-
14	Texas Workforce Commission	\$4,585.08	Priority	-
15	BFG Corporation	\$34,236.41	Secured	Computer software
16	Hartford Fire Insurance Company	Unliquidated	-	-
17	Green Mountain Energy Company	\$9,469.05	General Unsecured	-
18	Praxair Distribution, Inc.	\$22,694.56	General Unsecured	-
19	AllTex Welding Supply, Inc.	\$31,492.37	General Unsecured	-
20	Houston Plating & Coatings	\$14,442.95	General Unsecured	-
21	KGM Express, Inc.	\$11,200.00	General Unsecured	-

22	Arrav Coating Technology	\$599,97	General Unsecured	-
23	Frisa	\$10,103.00	General Unsecured	-
24	OurCo Supply Corp.	\$17,063.35	General Unsecured	-
25	Absolute Calibration	\$2,767.00	General Unsecured	-
26	Synchrony Bank	\$1,788.42	General Unsecured	-
27	Euler Hermes, N.A.	\$7,186.63	General Unsecured	-
28	PNC Equipment Finance LLC	\$30,621.87	Secured	46 cameras and 2 recorders
29	McMaster-Carr	\$7,938.79	General Unsecured	-
30	CIT Finance, LLC	\$27,180.00	General Unsecured	-
31	Brazos Port Plastics	\$12,395.00	General Unsecured	-
32	Allegiance Bank	\$1,727,014.02	Secured	Blanket lien
33	King Cash Group	\$117,150.00	General Unsecured	-
34	Deere & Company	\$31,976.65	Secured	Utility tractor, farm loader, and box scraper
35	Cor-Pro Systems Operating, Ltd.	\$116,136.00	General Unsecured	-
36	Wells Fargo Equipment Finance, Inc.	\$108,653.68	Secured	Mantis crane, forklift, and lift truck-Crane was sold on court order and amounts paid to Wells Fargo
37	Cyclone Steel Services, LLC	\$174,920.23	General Unsecured	-
38	Dahill	\$21,535.15	General Unsecured	-

If a claim is classified by the Debtors as disputed, unliquidated, or contingent, then the creditor must file a proof of claim. If a claim was classified as disputed, unliquidated, or contingent

on Schedule F by the Debtors and no proof of claim has been timely filed by the applicable bar date, then no payment will be made to such creditor.

The following tables set forth the secured and priority claims listed by the Debtors in their schedules as undisputed for which proofs of claim have not yet been filed. The Debtors have also scheduled undisputed general unsecured claims which can be viewed on Schedules E/F.

Duron

Creditor	Amount	Status	Collateral
EverBank Commercial Finance	\$5,479.00	Secured	Xerox copiers
Konica Minolta Business Sol	\$4,935.00	Secured	Copiers
Texas Commission on Environmental Quality	\$220.00	Secured	Unknown
Tri-L, Ltd.	\$2,214.00	Unsecured	None

Tri-L

Creditor	Amount	Status	Collateral
None	-	-	-

Copies of Schedules D (secured creditors) and E/F (priority and general unsecured creditors) are available from the Clerk of the Court or counsel for the Debtors.

H. Liquidation as an Alternative to the Proposed Plan

The Debtors are proposing a Chapter 11 Plan of Reorganization to repay their debts. However, if the Plan is not approved by the creditors and confirmed by the Court, the primary alternative for the Debtors is liquidation under chapter 7 or dismissal of the case.

In a chapter 7 liquidation, it is possible that the Debtors' secured and priority creditors would be paid in full. The total amount of secured and priority claims against the Debtors is approximately \$6,341,844.91. The Debtors estimate that the total value of their combined assets is \$9,191,674.36. However, the value of the Debtors' assets is uncertain and may not bring the expected amount in a chapter 7 liquidation. In addition, the Debtors still have a number of unfiled

tax returns outstanding. Although the most recent proof of claim filed by the Internal Revenue Service (the “IRS”) asserts no amount claimed, the previous claim filed by the IRS asserted \$2,268,937.64 in amounts owed. The total amount of the Debtors’ secured and priority claims will not be known for certain until the Debtors are able to resolve their issues with the IRS.

The Plan proposes that all creditors—secured, priority, and unsecured—be paid in full to the extent of their filed and allowed claims. Creditors are more likely to be paid in full through the Plan than through a chapter 7 liquidation. The Debtors believes that their future income will be sufficient to pay the creditors in accordance with the terms of the proposed Plan.

See Exhibit C for a liquidation analysis.

I. Estimated Administrative Expenses

The Debtors estimate administrative expenses, including professional fees and expenses and pre-confirmation U.S. Trustee quarterly fees, for this case to be approximately \$55,000. The administrative expenses are composed of attorney fees, U.S. Trustee quarterly fees, and a reserve for other possible administrative expenses.

J. Avoidance and Contested Claims

At this time, the Debtors have not identified any preferential transfers or claims that should be disputed.

K. Summary of Litigation.

At this time, the Debtors are involved in the current pending or recent litigation below:

- Yellowstone Capital, LLC v. Duron Systems, Inc. Case No. 806014/2017 in the Supreme Court of the State of New York. A collection case.

L. Risks Posed to Creditors

The Debtors cannot predict the future status of the offshore oil and gas industry. If the

industry improves, then the business of Duron may significantly improve. If the offshore oil and gas industry goes into another “slump” then the business of Duron may struggle again. The Plan proposes that the Debtors pay their debts out of their future income. Income from the Debtors’ ongoing and future operations will necessarily depend upon the offshore oil and gas industry general circumstances and economic forces that affect all businesses and businesses in the Debtors’ industry.

M. Tax Ramifications

An analysis of the federal income tax consequences of the Plan to creditors requires a review of the Internal Revenue Code of 1986, as amended, the Treasury regulations promulgated thereunder, judicial authority, and current and administrative rulings and practice. The federal income tax consequences to any particular creditor may be affected by the nature of the taxable entity. There may also be state, local, or foreign tax considerations applicable to each creditor. Each creditor is urged to consult its accountant or tax lawyer to determine the effect of this Plan upon its claim.

N. Affiliate Relationships

Duron is owned by the Lower family members. Tri-L is owned by the Lower family members. Duron Services, Inc. (“Duron Services”) is owned by the Lower family members. Duron Services had been the employer for hourly workers. Legion Holdings, Inc. (“Legion”) is a holding company that owns Duron Services and Duron. Legion is owned by the Lower family members. Duron Exports, Inc. (“Duron Exports”) is an entity that is a DISC and had been used for exporting. Duron Exports is owned by Lower family members. Duron Riser Group, Inc. (“Duron Riser”) is an inactive entity that is not engaged in business at this time. Duron Riser is owned by Lower family members.

O. Absolute Priority Rule

The Bankruptcy Code provides that with respect to each class of creditors, such class must accept the plan or such class is not impaired under the plan. If a class does not accept the plan, then the bankruptcy court may confirm a plan over the failure of a class to vote for the plan, provided that for a class of unsecured claims, the plan must provide that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of the claim of the creditor, or the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property.

The Debtors believe that their plan of reorganization complies with the absolute priority rule in the Bankruptcy Code that is contained in Section 1129(b). The Debtors are proposing to pay the total amount of each allowed claim in full.

P. Definitions

“Effective Date” shall be the date that is fifteen (15) days after a final and non-appealed order is entered confirming the Debtors’ chapter 11 plan of reorganization.

II. PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS

Plan Concept. The Debtors’ Plan is reorganizing in nature. It provides for the division of claims into 19 classes. Each of the claims in each class shall be treated in the manners and methods described below:

Class 1. Administrative Claims as of the Effective Date

Class 1 consists of the Allowed Claims entitled to priority under § 507(a)(1) of the Bankruptcy Code, including fees for services rendered and expenses incurred through the Effective Date by the Debtors’ counsel and other professionals appointed by the Court for the Debtors, the U.S.

Trustee's pre-confirmation quarterly fees, and any other administrative expenses.

The estimated amount of claims in Class 1, including professional fees and U.S. Trustee fees, is approximately \$55,000. Except as provided below, each creditor in Class 1 shall be paid in cash on the Effective Date if the creditor's claim has matured or been approved or allowed by the Court, if such approval or allowance is required. Fees and expenses for counsel for the Debtors will be paid at an agreed amount after confirmation.

The budget projects payments of approximately \$3,500 per month or more to counsel for the Debtors until the fees and expenses are paid. If Counsel and the Debtors agree as to the amounts to be paid for the legal fees and expenses, Counsel for the Debtors has agreed to accept payments over a period of time in lieu of payment at confirmation. If counsel for the Debtors is paid over a period of time as stated above, the Debtors will execute a promissory note to Counsel with interest at a rate of six percent (6%) per annum.

All fees for services rendered and expenses incurred after the Effective Date by court-appointed counsel and other professionals for the Debtors shall be paid by the Debtors in the ordinary course of business without the necessity of filing fee applications or seeking approval or allowance of the Court. The reorganized Debtors shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6).

Quarterly fees owed to the U.S. Trustee pre-confirmation will be paid on the Effective Date of the Plan. After confirmation and until this case is closed by the Court, the reorganized Debtors shall pay quarterly fees to the U.S. Trustee as they accrue and serve on the U.S. Trustee a quarterly financial statement or affidavit of quarterly disbursements.

The payments to Baker & Associates will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 2. Secured Claim of Harris County et al Against Duron

Class 2 consists of the secured claim of Harris County et al (“Harris County”) against Duron. Harris County has filed a proof of claim against Duron in the amount of \$29,459.40 for ad valorem property taxes secured by vehicles and other business personal property located at 9110 Taub Road, Houston, Texas 77064. Of the amount claimed, \$12,377.89 is for estimated 2017 taxes.

The Debtors will pay the principal amount of \$30,874.72 to Harris County at 12% interest in 120 monthly payments.

Post-petition interest will accrue at the rate of twelve percent (12%) per annum from the Petition Date until the confirmation date and thereafter, plan interest at the rate of twelve percent (12%) per annum shall accrue on the entire balance until the tax debt is paid in full.

In the event the Debtor sells, conveys or transfers any of the properties which are the collateral of the Harris County claim or post confirmation tax debt, the Debtor shall remit such sales proceeds first to Harris County to be applied to the Harris County tax debt incident to any such property/tax account sold, conveyed or transferred and such proceeds shall be disbursed by the closing agent at the time of closing prior to any disbursement of the sale proceeds to any other person or entity.

The Reorganized Debtor may pre-pay the pre-petition tax debt to Harris County at any time. The Debtor shall have sixty (60) days from the Effective Date to object to the Harris County claim; otherwise, the Harris County claim shall be deemed as an allowed secured claims in the amount of its Proof of Claim. Harris County shall retain its statutory lien securing its pre-petition and post-petition tax debts until such time as the tax debt is paid in full. Debtor shall pay all post-petition ad valorem tax liabilities (tax year 2018 and subsequent tax years) owing to Harris County in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes

becoming delinquent without the need of Harris County to file an administrative expense claim and/or request for payment.

If the Reorganized Debtor should fail to make any payments as required in this Plan, Harris County shall provide written notice of that default by sending written notice by certified mail to Debtor and Debtor's attorney advising of that default, and providing the Reorganized Debtor with a period of fifteen (15) days to cure the default. In the event that the default is not cured within fifteen (15) days, Harris County may, without further order of this Court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay post-petition and/or post-confirmation taxes while the Reorganized Debtor is still paying any pre-petition debt, shall be considered an event of default. Harris County shall provide Debtor with written notice of that default and a fifteen (15) day opportunity to cure said default. In the event that the Reorganized Debtor fails to timely cure the post-petition and/or post-confirmation default, Harris County may, without further order of this court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. The Reorganized Debtor shall be entitled to no more than three (3) Notices of Default. In the event of a fourth (4th) default, Harris County may pursue all rights and remedies available to it under the Texas Property Tax Code in state district court without further order of this court or further notice to the Debtor.

Payments to Class 2 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 2 is impaired.

Class 3. Secured Claim of Harris County et al Against Tri-L

Class 3 consists of the secured claim of Harris County et al (“Harris County”) against Tri-L. Harris County has filed a proof of claim in the amount of \$84,206.56 against Tri-L for ad valorem property taxes secured by business personal property located at 9110 Taub Road, Houston, Texas 77064 and by a number of tracts of real property located in Harris County at 9101 Windmill Road, 0 Taub Road, and 9110 Taub Road. Legal descriptions of the specific tracts of real property securing this claim can be found in Harris County’s proof of claim filed with the Bankruptcy Court. Of the amount claimed, \$35,780.00 is for estimated 2017 taxes.

The Debtors will pay the principal amount of \$84,206.56 to Harris County at 12% interest in 120 monthly payments.

Post-petition interest will accrue at the rate of twelve percent (12%) per annum from the Petition Date until the confirmation date and thereafter, plan interest at the rate of twelve percent (12%) per annum shall accrue on the entire balance until the tax debt is paid in full.

In the event the Debtor sells, conveys or transfers any of the properties which are the collateral of the Harris County claim or post confirmation tax debt, the Debtor shall remit such sales proceeds first to Harris County to be applied to the Harris County tax debt incident to any such property/tax account sold, conveyed or transferred and such proceeds shall be disbursed by the closing agent at the time of closing prior to any disbursement of the sale proceeds to any other person or entity.

The Reorganized Debtor may pre-pay the pre-petition tax debt to Harris County at any time. The Debtor shall have sixty (60) days from the Effective Date to object to the Harris County claim; otherwise, the Harris County claim shall be deemed as an allowed secured claims in the amount of its Proof of Claim. Harris County shall retain its statutory lien securing its pre-petition and post-petition tax debts until such time as the tax debt is paid in full. Debtor shall pay all post-

petition ad valorem tax liabilities (tax year 2018 and subsequent tax years) owing to Harris County in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of Harris County to file an administrative expense claim and/or request for payment.

If the Reorganized Debtor should fail to make any payments as required in this Plan, Harris County shall provide written notice of that default by sending written notice by certified mail to Debtor and Debtor's attorney advising of that default, and providing the Reorganized Debtor with a period of fifteen (15) days to cure the default. In the event that the default is not cured within fifteen (15) days, Harris County may, without further order of this Court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay post-petition and/or post-confirmation taxes while the Reorganized Debtor is still paying any pre-petition debt, shall be considered an event of default. Harris County shall provide Debtor with written notice of that default and a fifteen (15) day opportunity to cure said default. In the event that the Reorganized Debtor fails to timely cure the post-petition and/or post-confirmation default, Harris County may, without further order of this court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. The Reorganized Debtor shall be entitled to no more than three (3) Notices of Default. In the event of a fourth (4th) default, Harris County may pursue all rights and remedies available to it under the Texas Property Tax Code in state district court without further order of this court or further notice to the Debtor.

Payments to Class 3 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 3 is impaired.

Class 4. Secured Claim of Cypress-Fairbanks ISD Against Duron

Class 4 consists of the secured claim of Cypress-Fairbanks ISD (“Cypress”) against Duron. Cypress has filed a proof of claim in the amount of \$48,504.94 against Duron for ad valorem property taxes secured by vehicles and other business personal property located at 9110 Taub Road, Houston, Texas 77064. Of the amount claimed, \$20,380.23 is for estimated 2017 taxes.

The Debtors will pay the principal amount of \$50,835.26 to Cypress at 12% interest in 120 monthly payments of \$729.34.

Post-petition interest will accrue at the rate of twelve percent (12%) per annum from the Petition Date until the confirmation date and thereafter, plan interest at the rate of twelve percent (12%) per annum shall accrue on the entire balance until the tax debt is paid in full.

In the event the Debtor sells, conveys or transfers any of the properties which are the collateral of the Cypress claim or post confirmation tax debt, the Debtor shall remit such sales proceeds first to Cypress to be applied to the Cypress tax debt incident to any such property/tax account sold, conveyed or transferred and such proceeds shall be disbursed by the closing agent at the time of closing prior to any disbursement of the sale proceeds to any other person or entity.

The Reorganized Debtor may pre-pay the pre-petition tax debt to Cypress at any time. The Debtor shall have sixty (60) days from the Effective Date to object to the Cypress claim; otherwise, the Cypress claim shall be deemed as an allowed secured claims in the amount of its Proof of Claim. Cypress shall retain its statutory lien securing its pre-petition and post-petition tax debts until such time as the tax debt is paid in full. Debtor shall pay all post-petition ad valorem tax liabilities (tax year 2018 and subsequent tax years) owing to Cypress in the ordinary course of

business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of Cypress to file an administrative expense claim and/or request for payment.

If the Reorganized Debtor should fail to make any payments as required in this Plan, Cypress shall provide written notice of that default by sending written notice by certified mail to Debtor and Debtor's attorney advising of that default, and providing the Reorganized Debtor with a period of fifteen (15) days to cure the default. In the event that the default is not cured within fifteen (15) days, Cypress may, without further order of this Court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay post-petition and/or post-confirmation taxes while the Reorganized Debtor is still paying any pre-petition debt, shall be considered an event of default. Cypress shall provide Debtor with written notice of that default and a fifteen (15) day opportunity to cure said default. In the event that the Reorganized Debtor fails to timely cure the post-petition and/or post-confirmation default, Cypress may, without further order of this court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. The Reorganized Debtor shall be entitled to no more than three (3) Notices of Default. In the event of a fourth (4th) default, Cypress may pursue all rights and remedies available to it under the Texas Property Tax Code in state district court without further order of this court or further notice to the Debtor.

Payments to Class 4 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 4 is impaired.

Class 5. Secured Claim of Cypress-Fairbanks ISD Against Tri-L

Class 5 consists of the secured claim of Cypress-Fairbanks ISD (“Cypress”) against Tri-L. Cypress has filed a proof of claim in the amount of \$138,742.57 against Tri-L for ad valorem property taxes secured by business personal property located at 9110 Taub Road, Houston, Texas 77064 and by a number of tracts of real property located in Harris County at 9101 Windmill Road, 0 Taub Road, and 9110 Taub Road. Legal descriptions of the specific tracts of real property securing this claim can be found in Cypress’s proof of claim filed with the Bankruptcy Court. Of the amount claimed, \$64,494.00 is for estimated 2017 taxes.

The Debtors will pay the principal amount of \$144,894.56 to Cypress at 12% interest in 120 monthly payments.

Post-petition interest will accrue at the rate of twelve percent (12%) per annum from the Petition Date until the confirmation date and thereafter, plan interest at the rate of twelve percent (12%) per annum shall accrue on the entire balance until the tax debt is paid in full.

Post-petition interest will accrue at the rate of twelve percent (12%) per annum from the Petition Date until the confirmation date and thereafter, plan interest at the rate of twelve percent (12%) per annum shall accrue on the entire balance until the tax debt is paid in full.

In the event the Debtor sells, conveys or transfers any of the properties which are the collateral of the Cypress claim or post confirmation tax debt, the Debtor shall remit such sales proceeds first to Cypress to be applied to the Cypress tax debt incident to any such property/tax account sold, conveyed or transferred and such proceeds shall be disbursed by the closing agent at the time of closing prior to any disbursement of the sale proceeds to any other person or entity.

The Reorganized Debtor may pre-pay the pre-petition tax debt to Cypress at any time. The Debtor shall have sixty (60) days from the Effective Date to object to the Cypress claim; otherwise, the Cypress claim shall be deemed as an allowed secured claims in the amount of its Proof of

Claim. Cypress shall retain its statutory lien securing its pre-petition and post-petition tax debts until such time as the tax debt is paid in full. Debtor shall pay all post-petition ad valorem tax liabilities (tax year 2018 and subsequent tax years) owing to Cypress in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent without the need of Cypress to file an administrative expense claim and/or request for payment.

If the Reorganized Debtor should fail to make any payments as required in this Plan, Cypress shall provide written notice of that default by sending written notice by certified mail to Debtor and Debtor's attorney advising of that default, and providing the Reorganized Debtor with a period of fifteen (15) days to cure the default. In the event that the default is not cured within fifteen (15) days, Cypress may, without further order of this Court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay post-petition and/or post-confirmation taxes while the Reorganized Debtor is still paying any pre-petition debt, shall be considered an event of default. Cypress shall provide Debtor with written notice of that default and a fifteen (15) day opportunity to cure said default. In the event that the Reorganized Debtor fails to timely cure the post-petition and/or post-confirmation default, Cypress may, without further order of this court or notice to the Debtor, pursue all of their rights and remedies available to them under the Texas Property Tax Code to collect the full amount of all taxes, penalties and interest owed. The Reorganized Debtor shall be entitled to no more than three (3) Notices of Default. In the event of a fourth (4th) default, Cypress may pursue all rights and remedies available to it under the Texas Property Tax Code in state district court without further order of this court or further notice to the Debtor.

Payments to Class 5 will start on the fifth day of the first full calendar month following the

Effective Date of the Plan.

Class 5 is impaired.

Class 6. Secured Claim of Allegiance Bank Against Duron

Class 6 consists of the secured claim of Allegiance Bank (“Allegiance”) against Duron. Allegiance has filed a proof of claim in the amount of \$1,727,014.02 against Duron. Allegiance’s claim is secured by a blanket lien on all of Duron’s assets.

The Debtors will pay interest only for the first twelve months after the Effective Date at 4.5% and then the principal amount of \$1,779,509.58 to Allegiance at 4.5% interest in 300 monthly payments starting in month 13.

Debtors shall maintain insurance on the collateral, listing Allegiance as loss-payee. Allegiance shall retain its liens as to the collateral until the claim is paid in full.

If the reorganized debtors fail to make any payments as required in this Plan, Allegiance shall provide written notice of that default and send written notice by certified mail to the Debtors and debtors’ counsel advising of that default, and providing the reorganized debtors with a period of fourteen (14) days to cure the default. In the event that the default is not cured within fourteen (14) days, Allegiance may, without further order of this Court, pursue all of its rights and remedies available to it under state law and to collect the full amount of all taxes and interest owed.

The Debtors shall be entitled to no more than four (4) Notices of Default. In the event of a fifth (5th) default, Allegiance may exercise its state law contractual rights as set forth in its contract with Debtors.

Payments to Class 6 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 6 is impaired.

Class 7. Secured Claim of Allegiance Bank Against Tri-L

Class 7 consists of the secured claim of Allegiance Bank (“Allegiance”) against Tri-L. Allegiance has filed a proof of claim in the amount of \$4,085,064.18 against Tri-L. Allegiance’s claim is secured by a blanket lien on all of Tri-L’s assets.

The Debtors will pay interest only payments to Allegiance for the first twelve (12) months after the Effective Date and thereafter the principal amount of \$4,209,236.72 to Allegiance at 4.5% interest in 300 monthly payments.

Debtors shall maintain insurance on the collateral, listing Allegiance as loss-payee. Allegiance shall retain its liens as to the collateral until the claim is paid in full.

If the reorganized debtors fail to make any payments as required in this Plan, Allegiance shall provide written notice of that default and send written notice by certified mail to the Debtors and debtors’ counsel advising of that default, and providing the reorganized debtors with a period of fourteen (14) days to cure the default. In the event that the default is not cured within fourteen (14) days, Allegiance may, without further order of this Court, pursue all of its rights and remedies available to it under state law and to collect the full amount of all taxes and interest owed.

The Debtors shall be entitled to no more than four (4) Notices of Default. In the event of a fifth (5th) default, Allegiance may exercise its state law contractual rights as set forth in its contract with Debtors.

Payments to Class 7 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 7 is impaired.

Class 8. Secured Claim of Ford Motor Credit Company LLC

Class 8 consists of the secured claim of Ford Motor Credit Company LLC (“Ford”). Ford has filed a proof of claim in the amount of \$19,995.42. Ford’s claim is secured by a 2014 Ford F450 truck.

The Debtors will pay the principal amount of \$20,740.46 to Ford at 5.5% interest in 60 monthly payments.

Debtors shall maintain insurance on the collateral, listing Ford as loss-payee. Ford shall retain its liens as to the collateral until the claim is paid in full.

Payments to Class 8 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 8 is impaired.

Class 9. Priority Claim of the Texas Workforce Commission

Class 9 consists of the priority claim of the Texas Workforce Commission (the “TWC”) for unemployment taxes. The TWC has filed a proof of claim in the amount of \$4,716.61.

The Debtors will pay the principal amount of \$4,716.61 to the TWC at 4.25% interest in 60 monthly payments.

Payments to Class 9 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 9 is impaired.

Class 10. Secured Claim of BFG Corporation

Class 10 consists of the secured claim of BFG Corporation (“BFG”). BFG has filed a proof of claim in the amount of \$34,236.41. BFG’s claim is secured by an unperfected lien in computer software. If the claim is determined to be secured, then the Debtors will pay the principal amount

of \$34,236.41 to BFG in 120 monthly payments. If the claim is determined to be unsecured, then the BFG claim will be treated as an unsecured claim.

Payments to Class 10 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 10 is impaired.

Class 11. Secured Claim of PNC Equipment Finance LLC

Class 11 consists of the secured claim of PNC Equipment Finance LLC (“PNC”). PNC has filed a proof of claim in the amount of \$30,621.87. PNC’s claim is secured by 46 cameras and 2 recorders valued at \$10,000.

The Debtors will pay the secured amount of \$10,000 to PNC in 60 monthly payments. The remaining unsecured amount will be treated as if it were a separate claim in Class 19 for general unsecured claims.

Debtors shall maintain insurance on the collateral, listing PNC as loss-payee. PNC shall retain its liens as to the collateral for the amount of \$10,000 as reduced by payments until the claim is paid in full.

Payments to Class 11 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 11 is impaired.

Class 12. Secured Claim of Deere & Company

Class 12 consists of the secured claim of Deere & Company (“Deere”). Deere has filed a proof of claim in the amount of \$31,976.65. Deere’s claim is secured by a utility tractor, farm loader, and box scraper. The Debtors value the assets at approximately \$32,000. The Debtors will pay the principal amount of \$31,976.65 to Deere in 120 monthly payments. The loan had no

interest and for the chapter 11 plan will not have an interest rate.

Debtors shall maintain insurance on the collateral, listing Deere as loss-payee. Deere shall retain its liens as to the collateral until the claim is paid in full.

Payments to Class 12 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 12 is impaired.

Class 13. Secured Claim of Wells Fargo Equipment Finance, Inc.

Class 13 consists of the secured claim of Wells Fargo Equipment Finance, Inc. (“Wells Fargo”). Wells Fargo has filed a proof of claim in the amount of \$108,653.68. Wells Fargo’s claim was secured by a mantis crane, forklift, and lift truck.

The Debtors have sold the crane and paid Wells Fargo the sales proceeds. The remaining amounts owed to Wells Fargo will be paid over 60 months at 5.5%.

Class 13 is impaired.

Class 14. Secured Claim of EverBank Commercial Finance

Class 14 consists of the secured claim of EverBank Commercial Finance (“Everbank”). Everbank has not filed a proof of claim against the Debtors. Duron has scheduled Everbank’s claim in the amount of \$5,479.00. Everbank’s claim is secured by Xerox copiers.

The Debtors will pay the principal amount of \$5,479.00 to Everbank at 5.5% interest in 60 monthly payments.

Everbank shall retain its liens as to the collateral until the claim is paid in full.

Payments to Class 14 will start on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 14 is impaired.

Class 15. Secured Claim of Konica Minolta Business Sol

Class 15 consists of the secured claim of Konica Minolta Business Sol (“Konica”). Konica has not filed a proof of claim against the Debtors. Duron has scheduled Konica’s claim in the amount of \$4,935.00. Konica’s claim is secured by copiers.

The Debtors will return the copiers to Konica in full satisfaction of the debt.

Class 15 is impaired.

Class 16. Secured Claim of the Texas Commission on Environmental Quality

Class 16 consists of the secured claim of the Texas Commission on Environmental Quality (the “TCEQ”). The TECQ has not filed a proof of claim against the Debtors. Duron has scheduled the TECQ’s claim in the amount of \$220.00. The Debtors will pay the full amount of the claim to the TECQ on the fifth day of the first full calendar month following the Effective Date of the Plan.

Class 16 is not impaired.

Class 17. Claim of Tri-L Against Duron

Class 17 consists of the claim of Tri-L against Duron. Tri-L has not filed a proof of claim against Duron. Duron has scheduled Tri-L’s claim in the amount of \$2,214.00. Duron will pay nothing on Tri-L’s claim.

Class 17 is impaired.

Class 18. Claim of the Internal Revenue Service

Class 18 consists of the claim of the Internal Revenue Service (the “IRS”). The IRS has filed a proof of claim in the amount of \$0.00 against the Debtors. The Debtors will not pay any amounts to the IRS.

Class 18 is not impaired.

Class 19. General Unsecured Claims

Class 19 consists of all unpaid, pre-petition, allowed, unsecured, non-priority claims against the Debtors. Based on the Debtors' schedules and the proofs of claim currently filed with the Bankruptcy Court, the Debtors estimate that the total amount of claims in this class—including the unsecured and non-priority portions of the claims of secured and priority creditors—is \$1,041,125.80.

The Debtors will pay 100% of these claims. Each May 1st, beginning on the later of (a) first May 1st to arrive after the Effective Date of the Plan or (b) May 1, 2019, the Debtors will send the creditors in Class 19 their year-end financial statements for the previous calendar year. The creditors in Class 19 will receive 50% of the Debtors' net cash flow, if any, from the previous calendar year ("50% Net Cash Flow"). 50% Net Cash Flow shall be determined by (1) reducing the Debtors' gross revenue from the previous calendar year by all payments of ordinary and necessary expenses in the previous calendar year and by all payments in the previous calendar year to Classes 1 through 17 as described above and (2) dividing the resulting amount in half.

Each year until the Class 19 Creditors have been paid in full, the 50% Net Cash Flow will be distributed to the creditors in Class 19 in quarterly pro-rata payments. The first such payment will take place on the June 15th following distribution of the year-end financial statements. The remaining payments will take place on the following September 15th, December 15th, and March 15th of each year until the Class 19 Creditors have been paid in full.

The Debtors will continue distributing the year-end financial statements and quarterly payments of 50% Net Cash Flow (if any) to the creditors in Class 19 until these creditors are paid in full. The Debtors anticipates that once creditors in other classes have been paid in full, the amounts to be paid to the Class 19 Creditors will increase as a result of net cash flow increasing.

Any failure of the Debtors to timely distribute the year-end financial statements or the

quarterly payments of 50% Net Cash Flow shall constitute an event of default under the Plan as to the Class 19 creditors. In the event of such default, any creditor affected by the default may send a notice of the default to the Debtor. If the default is not cured within thirty (30) days of the date of the notice, the affected creditor may proceed to collect all amounts owed under applicable state or federal law without further notice and without recourse to the Bankruptcy Court.

Any recovery on claims or causes of action asserted by the Debtors after confirmation shall be used to determine net cash flow and to pay creditors in Class 19.

Class 19 is impaired.

ACCEPTANCE OR REJECTION OF PLAN

Each impaired class of Claims shall be entitled to vote separately to accept or reject this Plan unless that class receives no distribution under the Plan. Any class receiving no distribution is deemed to have rejected the Plan. Any unimpaired class of Claims shall not be entitled to vote either to accept or to reject this Plan and is deemed to have accepted the Plan. Each creditor should read this Plan and Disclosure Statement, then complete and return the attached ballot.

Your acceptance of the Plan is important. In order for the Plan to be deemed “accepted” by Creditors and holders of interests, at least sixty-six and two-thirds percent (66-2/3%) in amount of Allowed Claims voting and fifty-one percent (51%) in number of Allowed Claims voting in each Class of Claims must accept the Plan. Whether or not you expect to be present at the hearing, you are urged to fill in, date, sign, and properly mail the Ballot for Accepting or Rejecting Plan of Reorganization to Mr. Reese W. Baker, Attorney for Debtor, 950 Echo Lane, Ste. 200, Houston, Texas 77024.

IF ANY CLASS REJECTS THE PLAN, THE DEBTORS MAY SEEK TO “CRAMDOWN” THE CONFIRMATION OF THE PLAN PURSUANT TO 11

U.S.C. §1129(b). THE BANKRUPTCY CODE ALLOWS THE DEBTORS TO REQUEST THE COURT TO CONFIRM THE PLAN NOTWITHSTANDING THE REJECTION OF ANY CLASS OR CLASSES OF CREDITORS IF THE DEBTORS CAN DEMONSTRATE THAT (i) THE PLAN DOES NOT DISCRIMINATE UNFAIRLY AND (ii) THE PLAN IS FAIR AND EQUITABLE WITH RESPECT TO EACH CLASS OF CLAIMS OR INTERESTS THAT IS IMPAIRED AND HAS NOT ACCEPTED THE PLAN. IN ORDER TO “CRAMDOWN” THE PLAN, THE DEBTORS WILL HAVE TO DEMONSTRATE TO THE BANKRUPTCY COURT AT A HEARING THAT THESE TWO STANDARDS HAVE BEEN SATISFIED. SUCH HEARING WOULD BE PART OF THE CONFIRMATION HEARING ON THE PLAN AND ALL CREDITORS MAY BE PRESENT AND WOULD HAVE AN OPPORTUNITY TO PARTICIPATE IN SUCH HEARING.

EXECUTORY CONTRACTS

Upon confirmation of this Plan, the Debtors shall be deemed to have assumed the following executory contracts:

1. Lease of a 2014 Ford F-250 from Phillip Lower, 2306 Caney Fork Court, Houston, Texas 77019.
2. Lease of a 2011 Ford F-150 from Thomas David Lower, 1914 West Gray 106, Houston, Texas 77019.
3. Lease of real property located at 9110 Taub Road, Houston, Texas 77064 between Duron and Tri-L.

All other executory contracts and leases are deemed rejected by the Debtors as of the Effective Date.

JURISDICTION OF THE BANKRUPTCY COURT

The Bankruptcy Court shall retain exclusive jurisdiction of the case after the Confirmation Date with respect to the parties to, and the subject matter of, this Plan and the claims, applications, orders, damages, and other events as described in the Plan.

CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§1129(a) or (b) of the Code. These include the following requirements: the Plan must be proposed in good faith; at least one impaired class of claims must accept the Plan, without counting the votes of insiders; the Plan must distribute to each creditor at least as much as the creditor would receive in a chapter 7 liquidation case, unless the creditor votes to accept the Plan; and the Plan must be feasible. These requirements are *not* the only requirements listed in §1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor has a right to vote for or against the Plan only if that creditor has a claim that is both (1) allowed or allowed for voting purposes; and (2) impaired.

In this case, the Debtors believe that all Classes are impaired, except for Classes 16 and 18, and that holders of claims in the impaired classes are therefore entitled to vote to accept or reject the Plan.

1. What Is an Allowed Claim?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (1) the debtor has scheduled the claim on the debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either

overrules the objection or allows the claim for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing proofs of claim was November 22, 2017.

2. What Is an Impaired Claim?

As noted above, the holder of an allowed secured claim has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in §1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

*3. Who is **Not** Entitled to Vote?*

The holders of the following types of claims are *not* entitled to vote:

- holders of claims that have been disallowed by an order of the Court;
- holders of other claims that are not “allowed claims” (as discussed above), unless they have been “allowed” for voting purposes;
- holders of claims in unimpaired classes;
- holders of claims entitled to priority pursuant to §§507(a)(2), (a)(3), and (a)(8) of the Code;
- holders of claims in classes that do not receive or retain any value under the Plan; and
- administrative expenses.

Even if you are not entitled to vote on the Plan, you may have a right to object to the confirmation of the Plan.

4. Who Can Vote in More Than One Class?

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise holds claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired

class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes.

1. Votes Necessary for a Class to Accept the Plan

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §1129(b) of the Code, including the “absolute priority rule.” Under the absolute priority rule, the Court may confirm the Plan over the failure of a class to vote for the Plan provided that for a class of unsecured claims, the Plan must provide that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the Effective Date of the Plan, equal to the allowed amount of the claim of the creditor, or the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the Plan on account of such junior claim or interest any property. The Debtors believe that the Plan complies with the absolute priority rule in the Code.

A plan that binds non-accepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of §1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a “cram down” confirmation will affect your claim, as the variations on this general rule are numerous and complex.

EFFECT OF CONFIRMATION

As provided for in Section 1141 of the Bankruptcy Code, the provisions of the Debtors’ Plan shall bind the Debtors and any creditor under the Plan, whether or not the claim of the creditor is impaired under the Plan and whether or not the creditor has accepted the Plan. As provided for in Section 1141(b) of the Bankruptcy Code, confirmation of the Debtors’ Plan vests all of the property of the estate in the Debtors. After confirmation of the Debtors’ Plan, all property of the Debtors dealt with by the Plan (which includes all property of the Debtors) is free and clear of all liens, claims, and interests of creditors and equity security holders, except to the extent provided in this Plan.

The rights afforded in the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all claims of any nature whatsoever occurring on or prior to the confirmation date, including any interest accrued thereon from and after the petition date, against the Debtors and Debtors-in-Possession, or any of their assets or properties. Except as otherwise provided herein, upon the payment of the amounts provided in this Plan, in accordance with Section 1141 of the Code, all such claims against the Debtors and Debtors-in-Possession shall be satisfied, discharged, and released in full. Except as otherwise provided herein, all creditors shall be precluded from asserting against the Debtors any other or further claim based upon any act or omission, transaction, or other activity of any kind or nature occurring on or prior to the confirmation date.

DISPUTED CLAIMS; OBJECTIONS TO CLAIMS

The Debtors may file an objection to any disputed Claim within sixty (60) days from the Effective Date of the Plan. Objections not filed within the foregoing time period shall be deemed waived, except to the extent that the grounds for the objection could not have been discovered

prior to the expiration of the sixty (60) day time period. If an objection is filed to any claim, payments on the claim will not begin until after an Order of the Court allowing the claim has become final.

FEASIBILITY TO PERFORM AND IMPLEMENTATION OF THE PLAN

The Debtors believe that the proposed plan is feasible. The projections attached as Exhibit B demonstrate the feasibility of the plan.

FINANCIAL INFORMATION FILED WITH THE COURT

- A. Statements of Financial Affairs
- B. Schedules A through H, and Summary of Schedules
- C. Monthly Operating Reports

PLEASE BE ADVISED THAT THE FINANCIAL INFORMATION ENUMERATED IN SUBPARAGRAPHS A THROUGH C ABOVE IS AVAILABLE IN THE CLERK'S OFFICE OF THE UNITED STATES BANKRUPTCY COURT, 515 RUSK, HOUSTON, TEXAS.

EXHIBITS

- A. Monthly Operating Reports for the two months prior to the date of this Plan**
- B. Revenue projections and payments for three (3) years following the Effective Date.**
- C. Liquidation analysis under Chapter 7**

Dated: December 29, 2017

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Duron Systems, Inc.

/s/ Phillip Lower

By: _____
Phillip Lower,
Vice President of
Duron Systems, Inc.

Tri-L I, Ltd.

/s/ Phillip Lower

By: _____
Phillip Lower,
Authorized Agent of
Tri-L I, Ltd.

ATTORNEY FOR THE DEBTORS:

/s/ Reese Baker

Reese Baker
TX Bar No. 01587700
Baker & Associates
950 Echo Lane, Suite 200
Houston, Texas 77024
(713) 979-2279
(713) 869-9100 Fax

Counsel for the Debtor has made no independent investigation of the information contained herein.