

Keyes Construction & Excavation Inc.  
2104 Pole Rd  
Moore, Ok 73160

December 28<sup>st</sup>, 2017

Atlantic Fabrication & Design LLC  
d/b/a Boiler Repair Company  
d/b/a Industrial Equipment Services  
901 SE 29<sup>th</sup> St.  
Oklahoma City, OK 73129

RE: *In re Atlantic Fabrication & Design LLC, 17-14891-JDL*  
Initial Informational Letter

Mr. Johnson and Mr. Stitt,

It has come to our attention that Atlantic Fabrication & Design LLC filed a voluntary Petition for relief pursuant to Chapter 11 of the United States Bankruptcy Code in the Western District of Oklahoma on the 4<sup>th</sup> day of December, 2017, which bears the case number 17-14891-JDL. We are further aware that pursuant to 11 U.S.C. § 362, an automatic stay was issued by the aforementioned Bankruptcy Court.

**This letter is not intended to collect, assess, or recover a stayed or discharged debt from you, nor is this a demand for payment. However, we reserve the right to exercise our legal rights, as detailed further herein, to the extent they are not in violation of 11 U.S.C. § 362 or any other applicable rule or law. See *In re Roth*, 2017 U.S. Dist. LEXIS 28710 (M.D. Fl. 2017).**

As you are aware, we have outstanding claims against you for services / materials we provided prior to your filing for bankruptcy. Please see the attached invoice(s) for an itemized detailing of our pre-petition claims. As a result of your outstanding obligations, we regret to inform you that effective immediately, we will no longer provide you any further services / materials. We are under no legal obligation to provide you any future material / services and we believe that our refusal to do so is not a violation of the bankruptcy stay. However, if we were able to receive payment on our prepetition claims, as permitted by the Bankruptcy Court, or some other appropriate adequate assurance that we will be timely paid in the future, then we would be happy to continue doing business with you. We are willing to enter into a binding agreement guaranteeing you post-petition trade terms equal to your pre-petition terms in exchange for payment or adequate assurance. Such an arrangement will benefit both of our companies, and therefore benefit your Bankruptcy creditors. See *In re Kmart Corp.*, 359 F.3d 866 at 873 (7th Cir., 2004); See *In re Pioneer Health Servs., Inc.*, at 12 (Bankr.S.D.Miss., 2017).

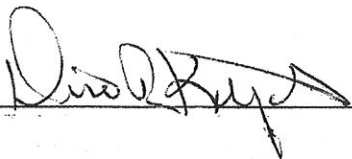
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In addition, we intend to file a Mechanics and Materialmen's Lien, pursuant to 42 O.S. § 141, against any labor we have performed or material we have furnished. It is our belief that such lien is not a violation of the automatic stay since the lien, under Oklahoma law, relates back to prior to the filing of bankruptcy. See *In re Linear Electric Co.*, No. 16-1477 (3rd Cir. March 30, 2017) (citing *In re Yobe Electric, Inc.*, 728 F.2d 207 (3rd Cir. 1984)).

Also, we intend to exercise our reclamation rights pursuant to 11 U.S.C. § 546. Please conduct inventory of and promptly return any goods we have provided you in the 45 days prior to your filing for Bankruptcy. Such goods are detailed on the aforementioned attached invoice(s).

It is unfortunate that we must take the foregoing actions, but it is our intention to protect our interests to the full extent of the law. Although we are aware of and respect the protections you are afforded by the Bankruptcy Code, we do hope that we can find a way to avoid filing liens, placing claims on bonds, or exercising reclamation rights. We understand that such actions will increase your cost of doing business and weaken your reputation in the industry. We hope that can be avoided in the best interests of you and your creditors.

Sincerely,



A handwritten signature in black ink, appearing to read "David Keyes", is written over a horizontal line.

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STATE OF Oklahoma  
COUNTY OF Oklahoma

After being by me duly sworn, Rickey Keys did personally appear and sign the foregoing before me, the undersigned, a Notary Public in and for said County and State, on this January 2, 2017.

Given under my hand and seal of office January 2, 2017.

Kayron Hicks  
Notary

My Commission Expires: JUNE 26, 2021

