

B1 (Official Form 1) (04/13)

United States Bankruptcy Court EASTERN DISTRICT OF TEXAS BEAUMONT DIVISION		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Action Restoration, Inc.		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): dba Pro-Tech Cleaning & Restoration Inc.		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 76-0591039		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 5215 Twin City Hwy. N Port Arthur, TX		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP CODE 77642		ZIP CODE
County of Residence or of the Principal Place of Business: Jefferson		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP CODE		ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above):		ZIP CODE
Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	<input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Check one box: Chapter 11 Debtors <input type="checkbox"/> Debtor is a small business debtor as defined by 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input checked="" type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000		
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Action Restoration, Inc.	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet.)			
Name of Debtor:	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<p style="text-align:center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align:center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p style="text-align:center;">X _____</p> <p style="text-align:right;">Date</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s): **Action Restoration, Inc.**

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____

X _____

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____

(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X /s/ Callan C. Searcy

Callan C. Searcy Bar No. **24075523**

Searcy & Searcy, P.C.
P.O Box 3929
Longview, TX 75606

Phone No. **(903) 757-3399** Fax No. **(903) 757-9559**

12/11/2014

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

Action Restoration, Inc.

X /s/ Susan Rising

Signature of Authorized Individual

Susan Rising

Printed Name of Authorized Individual

President

Title of Authorized Individual

12/11/2014

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

IN RE:	§	
	§	
ACTION RESTORATION, INC.	§	No.
	§	
DEBTOR(S)	§	Chapter 11

CORPORATE RESOLUTION

The Board of Directors of **Action Restoration, Inc.** has adopted the following resolution:

WHEREAS, it is in the best interest of **Action Restoration, Inc.** to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of the United States Bankruptcy Code;

Be It Therefore Resolved that **Susan Rising, President of Action Restoration, Inc.** as an authorized representative of **Action Restoration, Inc.**, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a Chapter 11 voluntary bankruptcy case on behalf of **Action Restoration, Inc.**

Be It Further Resolved that **Susan Rising** is authorized and directed to appear in all bankruptcy proceedings on behalf of **Action Restoration, Inc.**, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of **Action Restoration, Inc.** in connection with such bankruptcy case;

Susan Rising is authorized to take all such actions, make all such filings and execute and deliver all such documents and instruments as he determines appropriate to carry into force and effect the foregoing resolutions.

Dated: 12/11/14

By: /s/ **Susan Rising**
Printed Name: **Susan Rising**
Title: **President**

Document Page 5 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE: **Action Restoration, Inc.**

Case No.

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	Amount of claim [if secured also state value of security]
E-Therm Inc. 180 Canada Larga Rd. Ventura, CA 93001		Lawsuit	<i>Contingent</i> <i>Unliquidated</i> <i>Disputed</i>	\$3,500,000.00
Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338		Commercial Loan		\$1,535,922.83 Value: \$827,700.00
Garrett McKenzie-V 736 N Western Ave. Lake Forest, IL 60045		Vendor		\$253,662.59
Liner Grode Stein Yankelevitz Sunshine R 1100 Glendon Avenue / 14th Floor Los Angeles, CA 90024		Attorney Fees		\$163,903.49
Bank of America Credit Card PO Box 15796 Wilmington, DE 19886		Credit Card		\$123,426.70
Rising, Susan 6524 Garnet Ave. Port Arthur, TX 77640		Wages		\$68,603.40

Document Page 6 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE: **Action Restoration, Inc.**

Case No.

Chapter **11****LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS***Continuation Sheet No. 1*

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	Amount of claim [if secured also state value of security]
Pavecon, Ltd. P. O. Box 535457 Grand Prairie, TX 75053-5457		Vendor		\$48,870.00
Diaster Solutions International Inc. P O Box 933648 Atlanta, GA 31193		Vendor		\$45,000.00
Wells Fargo 420 Montgomery St. San Francisco, CA 94104		Line of Credit		\$40,504.75
Action Renovation Services, Inc. 5332 Twin City Hwy Port Arthur, TX 77642		Vendor		\$30,168.25
American Express PO Box 650448 Dallas, TX 75265		Credit Card		\$18,005.51
Hertz Equipment Rental Corp. P.O. Box 650280 Dallas, TX 75265		Vendor		\$17,961.12
American Express Credit Card PO Box 360001 Fort Lauderdale, FL 33336		Credit Card		\$11,967.11

Document Page 7 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE: **Action Restoration, Inc.**

Case No.

Chapter **11****LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS***Continuation Sheet No. 2*

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code	Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted	Nature of claim (trade debt, bank loan, government contract, etc.)	Indicate if claim is contingent, unliquidated, disputed, or subject to setoff	Amount of claim [if secured also state value of security]
Internal Revenue Service Austin, TX 78774		941 Payroll Taxes		\$11,439.77
HRSS 9494 SW Parkway Houston, TX 77074		Vendor		\$11,250.00
BKW Environmental Services 2330 Pasadena Blvd Pasadena, TX 77502		Vendor		\$10,491.03
Hebert, Aaron 6599 Garnet Ave. Port Arthur, TX 77640		Wages		\$9,927.27
Property Restoration, Inc. 6194 Thompson Rd., #B Syracuse, NY 13206		vendor		\$8,740.00
ARAMSCO P.O. Box 8500 Philadelphia, PA 19178-3956		Vendor		\$8,045.17
Sheffield Financial PO Box 580229 Charlotte, NC 28258		Loan		\$5,818.90

Document Page 8 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE: **Action Restoration, Inc.**

Case No.

Chapter **11**

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Continuation Sheet No. 3

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the **President** of the **Corporation**
named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the
best of my information and belief.

Date: 12/11/2014

Signature: /s/ Susan Rising
Susan Rising
President

Document Page 9 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

IN RE:
Action Restoration, Inc.

CHAPTER 11

DEBTOR(S)

CASE NO

LIST OF EQUITY SECURITY HOLDERS

Registered Name of Holder of Security Last Known Address or Place of Business	Class of Security	Number Registered	Kind of Interest Registered
Stanley Rising 6424 Garnet Ave. Port Arthur, TX 77640		49%	
Susan Rising 6424 Garnet Ave. Port Arthur, TX 77640		51%	

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the **President** of the **Corporation**
named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the
best of my information and belief.

Date: 12/11/2014

Signature:
Susan Rising
President

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE A - REAL PROPERTY

Description and Location of Property	Nature of Debtor's Interest in Property	Current Value of Debtor's Interest in Property, Without Deducting Any Secured Claim or Exemption	Amount Of Secured Claim
None			

Total: \$0.00

(Report also on Summary of Schedules)

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
1. Cash on hand.		Petty Cash	\$10,873.17
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives.		Commercial Checking Account #xxxx0364 in the name of Action Restoration Inc. d/b/a Pro-Tech Cleaning & Restoration Inc. located at Wells Fargo Bank, N.A.	\$65,628.73
		Joint Checking Account #xxxx9308 in the names of Action Restoration, Inc., Robin Steele, Aaron Hebert and Susan Rising located at Gulf Credit Union	\$279.64
		Joint Savings Account #xxxx9308 in the names of Action Restoration, Inc., Robin Steele, Aaron Hebert and Susan Rising located at Gulf Credit Union	\$115.59
		Joint Christmas Account #xxxx9308 in the names of Action Restoration, Inc., Robin Steele, Aaron Hebert and Susan Rising located at Gulf Credit Union	\$81.17
		Payroll Account #xxxx8779 in the name of Action Restoration, Inc. located at Third Coast Bank SSB	\$0.00
		Operating Account #xxxx8761 in the name of Action Restoration, Inc. located at Third Coast Bank SSB	\$30,402.27
3. Security deposits with public utilities, telephone companies, landlords, and others.		Funds on Deposit with PEX Cards (pre-paid Visa cards) - SEE ATTACHED EXHIBIT A	\$6,757.72
		Worker's Compensation deposit	\$5,000.00
4. Household goods and furnishings, including audio, video and computer equipment.	X		

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 1

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X		
6. Wearing apparel.	X		
7. Furs and jewelry.	X		
8. Firearms and sports, photographic, and other hobby equipment.	X		
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		Pre-paid Blue Cross Blue Shield Insurance	\$1,967.21
		Pre-paid Insurance	\$45,260.92
		Blue Cross Blue Shield Insurance	\$0.00
		Colonial Life Insurance	\$0.00
		Workers Compensation Insurance	\$0.00
		General Liability Insurance Policy with Everest Indemnity Insurance Company	\$0.00
		Umbrella Insurance Policy with Everest Indemnity Insurance Company	\$0.00
		Insurance Policy with Alterra America Insurance Company	\$0.00
10. Annuities. Itemize and name each issuer.	X		

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 2

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X		
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X		
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X		
14. Interests in partnerships or joint ventures. Itemize.	X		
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X		
16. Accounts receivable.		Accounts Receivable -- SEE ATTACHED EXHBIT B	\$2,329,765.30
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X		
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X		

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 3

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X		
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X		
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X		
22. Patents, copyrights, and other intellectual property. Give particulars.	X		
23. Licenses, franchises, and other general intangibles. Give particulars.	X		
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X		
25. Automobiles, trucks, trailers, and other vehicles and accessories.		Motor vehicles, etc. -- SEE ATTACHED EXHIBIT C	\$457,995.00
26. Boats, motors, and accessories.	X		

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 4

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
27. Aircraft and accessories.	X		
28. Office equipment, furnishings, and supplies.		Office equipment, furnishings, supplies, etc. -- SEE ATTACHED EXHIBIT D	\$217,500.00
29. Machinery, fixtures, equipment, and supplies used in business.		Machinery, equipment, etc. -- SEE ATTACHED EXHIBIT C	\$2,831,975.00
30. Inventory.	X		
31. Animals.	X		
32. Crops - growing or harvested. Give particulars.	X		
33. Farming equipment and implements.	X		
34. Farm supplies, chemicals, and feed.	X		
35. Other personal property of any kind not already listed. Itemize.		Lawsuit styled Action Restoration vs. Boswell, et al filed in the Walton County Florida Circuit Court, Case No. 14-CA-637	Unknown
		Lawsuit styled Action Restoration vs. The Parish of Jefferson Petition on Open Account in the 24th Judicial District Court for the Parish of Jefferson, Case No. 740861	Unknown
		Notes Receivable with Alan Bihm	\$1,887.00
		Notes Receivable with Ivan Garcia	\$6,900.00
		Notes Receivable with Triangle Heavy Haul	\$27,596.85
	Potential malpractice lawsuit against James E. Wimberley	Unknown	

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE B - PERSONAL PROPERTY

Continuation Sheet No. 5

Type of Property	None	Description and Location of Property	Current Value of Debtor's Interest in Property, Without Deducting any Secured Claim or Exemption
		and the law firm of McPherson, Hughes, Bradley, Wimberly, Steele & Chatelain Note Receivable with BRRW Real Estate Development, LLC Potential lien foreclosure suit against Stanley Rising, Bodre Rising, James Wimberley, Todd Bryson and BRRW Real Estate Development, LLC secured by UCC liens ATTACHED HERETO AS EXHIBITS E-I	\$948,000.00 Unknown
_____ 5 _____ continuation sheets attached (Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)			Total > \$6,987,985.57

In re **Action Restoration, Inc.**

Case No. _____
(If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)

- 11 U.S.C. § 522(b)(2)
- 11 U.S.C. § 522(b)(3)

Check if debtor claims a homestead exemption that exceeds \$155,675.*

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Not Applicable			
		\$0.00	\$0.00

* Amount subject to adjustment on 4/01/16 and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6D (Official Form 6D) (12/07)

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCT #: Jefferson County Tax Assessor c/o Terry Wuenschel PO Box 2112 Beaumont, TX 77704		DATE INCURRED: NATURE OF LIEN: Property taxes - paid by Debtor per Lease COLLATERAL: Real Property owned by 5215 Corporation REMARKS: VALUE: \$827,700.00				\$31,954.39	
ACCT #: Terry Kramer - Tax Assessor Kendall Appraisal District 118 Market Ave. Boerne, TX 78006		DATE INCURRED: NATURE OF LIEN: Personal Property taxes COLLATERAL: furniture, fixtures, etc. REMARKS: VALUE: \$217,500.00				\$11,240.69	
ACCT #: 6338 Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338	X	DATE INCURRED: NATURE OF LIEN: Commercial Loan COLLATERAL: Real & Personal Property REMARKS: Lien against real property owned by 5215 Corporation. VALUE: \$827,700.00				\$1,535,922.83	\$708,222.83
ACCT #: Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338	X	DATE INCURRED: NATURE OF LIEN: Business loan COLLATERAL: Equipment & A/R REMARKS: UCC filed VALUE: \$5,837,235.30				\$1,238,896.10	
Subtotal (Total of this Page) >						\$2,818,014.01	\$708,222.83
Total (Use only on last page) >							

1 continuation sheets attached

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Representing: Third Coast Bank SSB		CT Lien Solutions PO Box 29071 Glendale, CA 91209				Notice Only	Notice Only
Sheet no. <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Secured Claims						\$0.00	\$0.00
						\$2,818,014.01	\$708,222.83

Subtotal (Total of this Page) >
Total (Use only on last page) >

(Report also on Summary of Schedules.)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

Domestic Support Obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,775* for deposits for the purchase, lease or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

Claims for Death or Personal Injury While Debtor Was Intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

Administrative allowances under 11 U.S.C. Sec. 330

Claims based on services rendered by the trustee, examiner, professional person, or attorney and by any paraprofessional person employed by such person as approved by the court and/or in accordance with 11 U.S.C. §§ 326, 328, 329 and 330.

* Amounts are subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Wages, salaries, and commissions

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Adams, Thomas W. PO Box 11438 College Station, TX 77842		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$2,358.89	\$2,358.89	\$0.00
ACCT #: Bailey, Brian 6220 Jackson Blvd. Groves, TX 77619		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,826.37	\$1,826.37	\$0.00
ACCT #: Bihm, John A. 1715 Spurlock Rd. Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$2,000.00	\$2,000.00	\$0.00
ACCT #: Carter, Christopher 6898 Washington Groves, TX 77619		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$3,302.24	\$3,302.24	\$0.00
ACCT #: Carter, James 399 Butler Vidor, TX 77662		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,796.91	\$1,796.91	\$0.00
ACCT #: Carter, Thomasina 6898 Washington Groves, TX 77619		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$666.00	\$666.00	\$0.00
Sheet no. <u>1</u> of <u>6</u> continuation sheets attached to Schedule of Creditors Holding Priority Claims						\$11,950.41	\$11,950.41	\$0.00
Total > (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)								
Totals > (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Wages, salaries, and commissions

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Castillo, John 8527 Celia Dr. Beaumont, TX 77705		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,148.16	\$1,148.16	\$0.00
ACCT #: Fontine, Taylor 3803 Hwy. 1131 Vidor, TX 77662		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$556.49	\$556.49	\$0.00
ACCT #: Gallien, Kyle 385 Ellis Ln. Vidor, TX 77662		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$984.32	\$984.32	\$0.00
ACCT #: Garcia, Ivan 2555 95th St., Apt. 713 Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,392.60	\$1,392.60	\$0.00
ACCT #: Gomez, Raul 4396 Sullivan St. Beaumont, TX 77705		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,169.85	\$1,169.85	\$0.00
ACCT #: Gabel, Dakota 2645 11th St. Port Neches, TX 77651		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$28.50	\$28.50	\$0.00
Sheet no. <u>2</u> of <u>6</u> continuation sheets attached to Schedule of Creditors Holding Priority Claims						\$5,279.92	\$5,279.92	\$0.00
Total > (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)								
Totals > (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Wages, salaries, and commissions

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Greer, Jimmy 290 Weiss Bluff Vidor, TX 77662		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$2,265.04	\$2,265.04	\$0.00
ACCT #: Hebert, Aaron 6599 Garnet Ave. Port Arthur, TX 77640		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$9,927.27	\$9,927.27	\$0.00
ACCT #: Klingman, Darrel 3012 Seattle Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$3,597.72	\$3,597.72	\$0.00
ACCT #: Manzo, Leonardo 8700 Rutgers Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$360.00	\$360.00	\$0.00
ACCT #: McNeal, James 305 Canyon Loop Boerne, TX 78006		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,925.00	\$1,925.00	\$0.00
ACCT #: Orta, Rudy 1419 Marshall Ave. Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$171.90	\$171.90	\$0.00
Sheet no. <u>3</u> of <u>6</u> continuation sheets attached to Schedule of Creditors Holding Priority Claims						\$18,246.93	\$18,246.93	\$0.00
Total > (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)								
Totals > (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Wages, salaries, and commissions

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Reyes, Valentin 3909 4th St. Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,016.60	\$1,016.60	\$0.00
ACCT #: Rising, Stan 6524 Garnet Ave. Port Arthur, TX 77640		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,833.33	\$1,833.33	\$0.00
ACCT #: Rising, Susan 6524 Garnet Ave. Port Arthur, TX 77640		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$68,603.40	\$12,475.00	\$56,128.40
ACCT #: Spinks, Caleb 4641 Rice Farm Rd. Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,427.61	\$1,427.61	\$0.00
ACCT #: Steele, Robin 15760 Hamilton Pool Rd. Austin, TX 78738		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$2,444.44	\$2,444.44	\$0.00
ACCT #: Therrien, Felicia 2645 11st St. Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,182.40	\$1,182.40	\$0.00

Sheet no. 4 of 6 continuation sheets attached to Schedule of Creditors Holding Priority Claims

Subtotals (Totals of this page) >

\$76,507.78 \$20,379.38 \$56,128.40

Total >

**(Use only on last page of the completed Schedule E.
Report also on the Summary of Schedules.)**

Totals >

**(Use only on last page of the completed Schedule E.
If applicable, report also on the Statistical Summary
of Certain Liabilities and Related Data.)**

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Wages, salaries, and commissions

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Trejo, Antonio R. 5257 12th St. Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,235.00	\$1,235.00	\$0.00
ACCT #: Valencia, Luis 3039 40th St. Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Wages REMARKS:				\$1,979.75	\$1,979.75	\$0.00
Sheet no. <u>5</u> of <u>6</u> continuation sheets attached to Schedule of Creditors Holding Priority Claims						\$3,214.75	\$3,214.75	\$0.00
Totals > (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)								
Totals > (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

B6E (Official Form 6E) (04/13) - Cont.

In re **Action Restoration, Inc.**

Case No. _____
(If Known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

TYPE OF PRIORITY Taxes and Certain Other Debts Owed to Governmental Units

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCT #: Internal Revenue Service Austin, TX 78774		DATE INCURRED: CONSIDERATION: 941 Payroll Taxes REMARKS:				\$11,439.77	\$11,439.77	\$0.00

Sheet no. <u>6</u> of <u>6</u> continuation sheets	Subtotals (Totals of this page) >	\$11,439.77	\$11,439.77	\$0.00
attached to Schedule of Creditors Holding Priority Claims	Total >	\$126,639.56		
	(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)			
	Totals >		\$70,511.16	\$56,128.40
	(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)			

B6F (Official Form 6F) (12/07)

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Absolute Gutters, Inc. 4505 N Twin City Hwy Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$275.00
ACCT #: Acadian Hardwoods of Texas, Inc. 645 Canary Street Rose City, TX 77662		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$432.01
ACCT #: Action Renovation Services, Inc. 5332 Twin City Hwy Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$30,168.25
ACCT #: Actually Clean Floor & Furniture, LLC PO Box 14331 SPRINGFIELD, MO 65814		DATE INCURRED: CONSIDERATION: Lawsuit REMARKS:				Unknown
Representing: Actually Clean Floor & Furniture, LLC		Peter Craig Riley PO Box 998 Cedar Rapids, IA 52406				Notice Only
ACCT #: Advance Auto Parts/AAP Financial Servic P.O. Box 742063 Atlanta, GA 30374-2063		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$136.27
Subtotal >						\$31,011.53
Total >						

15 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.
In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: 9004 American Express PO Box 650448 Dallas, TX 75265	X	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				\$1,373.79
ACCT #: 2004 American Express PO Box 650448 Dallas, TX 75265	X	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				\$18,005.51
ACCT #: 1009 American Express Credit Card PO Box 360001 Fort Lauderdale, FL 33336		DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				\$11,967.11
Representing: American Express Credit Card		American Express Credit Card PO Box 981531 El Paso, TX 79998				Notice Only
ACCT #: 1181 American Express Credit Card PO Box 360001 Fort Lauderdale, FL 33336		DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				Unknown
ACCT #: 5190 American Express Credit Card PO Box 360001 Fort Lauderdale, FL 33336		DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				Unknown

Sheet no. 1 of 15 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$31,346.41**

Total >
(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: ARAMSCO P.O. Box 8500 Philadelphia, PA 19178-3956		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$8,045.17
ACCT #: Arthur J Gallagher 700 West Prien Lake Road Lake Charles, LA 70601		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$100.00
ACCT #: AT&T PO Box 105414 Atlanta, GA 30348		DATE INCURRED: CONSIDERATION: Fax Security Alarm REMARKS:				Notice Only
ACCT #: AT&T Long Distance PO Box 5017 Carol Stream, IL 60197		DATE INCURRED: CONSIDERATION: Fax Security Alarm REMARKS:				Notice Only
ACCT #: Bailey-Buchanan Masonry, Inc. 2002 Magnolia Ave Port Neches, TX 77651		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$3,710.00
ACCT #: 6101 Bank of America PO Box 851001 Dallas, TX 75285	X	DATE INCURRED: CONSIDERATION: Credit Card REMARKS:				\$12.99

Sheet no. 2 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$11,868.16**

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: 8864 Bank of America Credit Card PO Box 15796 Wilmington, DE 19886		DATE INCURRED: CONSIDERATION: Credit Card REMARKS: Authorized Users: Thomas Adams, Brian Bailey, Christopher Carter, Aaron Hebert, Carl Holzapfel, Scott Klingman, Sue Maciel, James				\$123,426.70
		McNeil, Scott Phillips, Susan Rising				
Representing: Bank of America Credit Card		Bank of America PO Box 982238 EI Paso, TX 79998				Notice Only
ACCT #: BKW Environmental Services 2330 Pasadena Blvd Pasadena, TX 77502		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$10,491.03
ACCT #: Blue Cross Blue Shield of Texas-N 1001 E. Lookout Dr. Richardson, TX 75082		DATE INCURRED: CONSIDERATION: health insurance company REMARKS:				Notice Only
ACCT #: Carquest Auto Parts 5225 39th Street Groves, TX 77619		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$25.79

Sheet no. 3 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$133,943.52**

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: City of Boerne PO Box 1677 Boerne, TX 78006		DATE INCURRED: CONSIDERATION: Utility REMARKS:				Notice Only
ACCT #: City of Port Arthur Water PO Box 1089 Port Arthur, TX 77641		DATE INCURRED: CONSIDERATION: Utility REMARKS:				Notice Only
ACCT #: CMS IP Technologies PO Box 12130 Beaumont, TX 77726		DATE INCURRED: CONSIDERATION: Email hosting REMARKS:				Notice Only
ACCT #: Coastal Waste Disposal, Inc. 5065 Washington Blvd Beaumont, TX 77707		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$1,513.52
ACCT #: Colonial Insurance PO Box 1365 Columbia, SC 29202		DATE INCURRED: CONSIDERATION: Supplemental Health Insurance REMARKS:				Notice Only
ACCT #: Community Bank of Texas 4749 Twin City Hwy Port Arthur, TX 77642		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$407.50

Sheet no. 4 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$1,921.02

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Dabney Garage Doors P. O. Box 7 Port Neches, TX 77651		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$1,743.36
ACCT #: Diaster Solutions International Inc. P O Box 933648 Atlanta, GA 31193		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$45,000.00
ACCT #: Disa Inc. P O Box 120314 Dallas, TX 75312-0314		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$735.37
ACCT #: Distribution International P.O. Box 972531 Dallas, TX 75397-2531		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$2,187.41
ACCT #: E-Therm Inc. 180 Canada Larga Rd. Ventura, CA 93001		DATE INCURRED: CONSIDERATION: Lawsuit REMARKS:	X	X	X	\$3,500,000.00
Representing: E-Therm Inc.		E-Therm, Inc. c/o Sean M. Kneafsey Kneafsey & Friend 800 Wilshire Blvd., Ste. 710 Los Angeles, CA 90017				Notice Only

Sheet no. 5 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$3,549,666.14**

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Eastex Rubber & Gasket Co., Inc. Box 1240 Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$73.56
ACCT #: Entergy PO Box 8104 Baton Rouge, LA 70891		DATE INCURRED: CONSIDERATION: Utility Co. REMARKS:				Notice Only
ACCT #: Fastenal P.O. Box 978 Winona, MN 55987-0978		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$641.01
ACCT #: Fred Millers 2808 Nederland Ave. Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$74.20
ACCT #: Garrett McKenzie-V 736 N Western Ave. Lake Forest, IL 60045		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$253,662.59
ACCT #: GE Capital PO Box 740423 Baton Rouge, LA 70891		DATE INCURRED: CONSIDERATION: Boerne Printer Lease REMARKS:				Notice Only

Sheet no. 6 of 15 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$254,451.36**

Total >
(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Great America Financial Services PO Box 660831 Dallas, TX 75266		DATE INCURRED: CONSIDERATION: Telephone Equip Lease - Boerne REMARKS:				Notice Only
ACCT #: Guardian Force 1204 N. Hwy. 69 Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Security Alarm REMARKS:				Notice Only
ACCT #: GVTC 1221 South Main St. Boerne, TX 78006		DATE INCURRED: CONSIDERATION: Internet REMARKS:				Notice Only
ACCT #: HCTRA P.O. Box 4440 Houston, TX 77210		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$312.13
ACCT #: Hertz Equipment Rental Corp. P.O. Box 650280 Dallas, TX 75265		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$17,961.12
ACCT #: Home Depot Credit Services P.O. Box 9121 Des Moines, IA 50368-9121		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$281.15

Sheet no. 7 of 15 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$18,554.40**

Total >
(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: HRSS 9494 SW Parkway Houston, TX 77074		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$11,250.00
ACCT #: Industrial Safety Training Council 324 Hwy. 69 Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$946.42
ACCT #: IPFS PO Box 730223 Dallas, TX 75373		DATE INCURRED: CONSIDERATION: Business Insurance REMARKS:				Notice Only
ACCT #: JanPak Supply Solutions P O Box 844727 Dallas, TX 75284-4727		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$299.39
ACCT #: Liner Grode Stein Yankelevitz Sunshine R 1100 Glendon Avenue / 14th Floor Los Angeles, CA 90024		DATE INCURRED: CONSIDERATION: Attorney Fees REMARKS: Lawsuit with E-Therm, Inc.				\$163,903.49
ACCT #: Lowe's Companies, Inc. Box 530954 Atlanta, GA 30353-0954		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$2,231.78

Sheet no. 8 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$178,631.08

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: M&D Supply 855 S. 23rd St. Beaumont, TX 77707		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$125.50
ACCT #: Mannings Office Solutions 1510 N. 7th St. Beaumont, TX 77703		DATE INCURRED: CONSIDERATION: Printer REMARKS:				Notice Only
ACCT #: Mansfield Oil 1025 Airport Parkway S.W. Gainesville, GA 30501		DATE INCURRED: CONSIDERATION: Fuel Bi-Weekly REMARKS:				Notice Only
ACCT #: McGown Oil Company P.O. Box 388 Winnie, TX 77665-0388		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$2,030.02
ACCT #: McKinney Trailer Rentals 8400 E. Stauson Ave Pico Rivera, CA 90660		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$318.75
ACCT #: Milton's Lube & Inspection 5217 Twin City Hwy Port Arthur, TX 77642-6022		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$289.80

Sheet no. 9 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$2,764.07

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Modica Bros. 3615 Washington Blvd. Beaumont, TX 77705		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$1,586.00
ACCT #: National Networks PO Box 6485 Lake Charles, LA 70606		DATE INCURRED: CONSIDERATION: Telephone/Server Communications REMARKS:				Notice Only
ACCT #: Oak Hills Pest Control 107 Parkway Boerne, TX 78006		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$102.84
ACCT #: Occucare International 321 W San Augustine Deer Park, TX 77536		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$100.00
ACCT #: Office Depot P.O.Box 689020 Des Moines, IA 50368-9020		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$214.23
ACCT #: Pavecon, Ltd. P. O. Box 535457 Grand Prairie, TX 75053-5457		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$48,870.00

Sheet no. 10 of 15 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$50,873.07**

Total >
(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

Total > (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Pleat, Perry & Ritchie, PA 4477 Legendary Drive #202 Destin, FL 32541		DATE INCURRED: CONSIDERATION: Attorney Fees REMARKS:				Unknown
ACCT #: Prime Choice Rentals 6795 Patillo Road Beaumont, TX 77705		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$50.17
ACCT #: Property Restoration, Inc. 6194 Thompson Rd., #B Syracuse, NY 13206		DATE INCURRED: CONSIDERATION: vendor REMARKS:				\$8,740.00
ACCT #: Quill Corporation P.O. Box 37600 Philadelphia, PA 19100-0600		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$487.11
ACCT #: Ritter Lumber Co. P.O. Box 1265 Nederland, TX 77627		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$490.36
ACCT #: Ryder Transportation Services P. O. Box 96723 Chicago, IL 60693-6023		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$1,037.80

Sheet no. 11 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$10,805.44

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: 4209 Sheffield Financial PO Box 580229 Charlotte, NC 28258	X	DATE INCURRED: CONSIDERATION: Loan REMARKS:				\$5,818.90
ACCT #: Sherwin Williams 4420 Twin City Hwy Groves, TX 77619		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$2,471.02
ACCT #: Sierra Springs P.O. Box 660579 Dallas, TX 75266-0579		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$22.45
ACCT #: Sprint PO Box 4181 Carol Stream, IL 60197		DATE INCURRED: CONSIDERATION: Cell Phone - Boerne REMARKS:				Notice Only
ACCT #: Staples Advantage P.O. Box 83689 Chicago, IL 60696-3689		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$642.76
ACCT #: Star 2 Star 600 Tallevast Rd., #202 Sarasota, FL 34243		DATE INCURRED: CONSIDERATION: VOIP Telephone REMARKS:				Notice Only

Sheet no. 12 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$8,955.13

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

--

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCT #: Susan & Stanley Rising 6524 Garnet Ave. Port Arthur, TX 77640		DATE INCURRED: CONSIDERATION: business loan REMARKS:				Unknown
ACCT #: Texas Department of State Health Svc. PO Box 149347 Austin, TX 78714		DATE INCURRED: CONSIDERATION: Administrative expense REMARKS:				\$250.00
ACCT #: Texas Gas Service PO Box 219913 Kansas City, MO 64121		DATE INCURRED: CONSIDERATION: Natural Gas REMARKS:				Notice Only
ACCT #: Tiger Offshore Rentals P. O. Box 790 Beaumont, TX 77704-0790		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$3,985.77
ACCT #: Todd Bryson PO Box 1146 Nederland, TX 77627	X	DATE INCURRED: CONSIDERATION: Lawsuits REMARKS:	X	X	X	\$0.00
Representing: Todd Bryson		Dan Ducote, Jr. 905 Orleans St. Beaumont, TX 77701				Notice Only

Sheet no. 13 of 15 continuation sheets attached to
 Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$4,235.77

Total >
 (Use only on last page of the completed Schedule F.)
 (Report also on Summary of Schedules and, if applicable, on the
 Statistical Summary of Certain Liabilities and Related Data.)

\$4,235.77

B6F (Official Form 6F) (12/07) - Cont.
In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Representing: Todd Bryson		Todd Bryson 25772 Hwy. 365 Nederland, TX 77627				Notice Only
ACCT #: Triangle Clinic, LLC. 3128 Saba Ln. Port Neches, TX 77651		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$112.00
ACCT #: United Rentals Inc. P.O. Box 840514 Dallas, TX 75284-014		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$2,767.01
ACCT #: Verizon PO Box 5029 Wallingford, CT 06492		DATE INCURRED: CONSIDERATION: Cell Phone - Port Arthur REMARKS:				Notice Only
ACCT #: Waste Mgmt. of Texas, Inc. P.O. Box 660345 Dallas, TX 75266-0345		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$4,677.77
ACCT #: 2806 Wells Fargo 420 Montgomery St. San Francisco, CA 94104	X	DATE INCURRED: CONSIDERATION: Line of Credit REMARKS:				\$40,504.75

Sheet no. 14 of 15 continuation sheets attached to
Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > **\$48,061.53**

Total >
(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

Total > (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.
 In re **Action Restoration, Inc.**

Case No. _____
 (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	
Representing: Wells Fargo		Wells Fargo PO Box 560948 Charlotte, NC 28256				Notice Only	
ACCT #: West End Hardware 5110 Twin City Hwy Groves, TX 77619		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$81.30	
ACCT #: Xactware P.O. Box 30196 New York, NY 10087		DATE INCURRED: CONSIDERATION: Vendor REMARKS:				\$811.88	
Sheet no. <u>15</u> of <u>15</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal >	\$893.18
						Total >	\$4,337,981.81
(Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)							

B6G (Official Form 6G) (12/07)

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases of contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<p>5215 Corporation 5215 N. Twin City Hwy. Port Arthur, TX 77642</p>	<p>Lease of Real Property located at 5215 Twin City Hwy., Port Arthur, TX. - SEE ATTACHED EXHIBIT J Contract to be ASSUMED</p>
<p>GE Capital PO Box 740423 Baton Rouge, LA 70891</p>	<p>Boerne Printer Lease Contract to be ASSUMED</p>
<p>Great America Financial Services PO Box 660831 Dallas, TX 75266</p>	<p>Telephone Equip Lease - Boerne Contract to be ASSUMED</p>

B6H (Official Form 6H) (12/07)

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<p>5215 Corporation 5215 Twin City Hwy. Port Arthur, TX 77642</p>	<p>Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338</p>
<p>5400 Associates Corporation 5215 Twin City Hwy. Port Arthur, TX 77642</p>	<p>Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338</p>
<p>5500 Development, LLC 5215 Twin City Hwy. Port Arthur, TX 77642</p>	<p>Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338</p>
<p>Robin Steele 15760 Hamilton Pool Rd. Austin, TX 78738</p>	<p>American Express PO Box 650448 Dallas, TX 75265</p>
<p>Stan Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Todd Bryson PO Box 1146 Nederland, TX 77627</p>
<p>Susan & Stanley Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338</p>
<p>Susan & Stanley Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338</p>

In re **Action Restoration, Inc.**

Case No. _____
(if known)

SCHEDULE H - CODEBTORS

Continuation Sheet No. 1

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<p>Susan & Stanley Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Wells Fargo 420 Montgomery St. San Francisco, CA 94104</p>
<p>Susan Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Todd Bryson PO Box 1146 Nederland, TX 77627</p>
<p>Susan Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Sheffield Financial PO Box 580229 Charlotte, NC 28258</p>
<p>Susan Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>Bank of America PO Box 851001 Dallas, TX 75285</p>
<p>Susan Rising 6524 Garnet Ave. Port Arthur, TX 77640</p>	<p>American Express PO Box 650448 Dallas, TX 75265</p>
<p>Wells Fargo Bank, N.A.</p>	<p>Todd Bryson PO Box 1146 Nederland, TX 77627</p>

Document Page 46 of 105
**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

In re: **Action Restoration, Inc.**

CASE NO

CHAPTER 11

BUSINESS INCOME AND EXPENSES

SEE ATTACHED FINANCIAL STATEMENT

Action Restoration, Inc.

FINANCIAL STATEMENT

3:23 PM

12/10/14

Accrual Basis

Balance Sheet

As of November 30, 2014

	Nov 30, 14
ASSETS	
Current Assets	
Checking/Savings	
10500 · Gulf Credit Union-Checking	569.75
10600 · Gulf Credit Union-Savings	115.59
10700 · Gulf Credit Union-Xmas	81.17
11000 · Third Coast-Payroll	-26,606.05
11100 · Third Coast-Operating	54,529.74
11120 · Petty Cash - Port Arthur	10,873.17
11300 · Wells Fargo Checking - Boerne	-157.07
11500 · PEX Card	12,154.32
Total Checking/Savings	51,560.62
Accounts Receivable	
15000 · Accounts Receivable	2,328,845.03
Total Accounts Receivable	2,328,845.03
Other Current Assets	
12101 · Note Receivable from Employee	
12102 · Alan Bihm	1,887.00
12104 · Ivan Garcia	6,900.00
Total 12101 · Note Receivable from Employee	8,787.00
12103 · Note Receivable - Triangle Heav	27,596.85
15100 · Allowance for Doubtful Accounts	-254,496.89
16200 · Prepaid Expenses	
16201 · Legal Retainers	
Boneau & Lewis - Bryson	11,609.95
Lederer Weston Craig- Iowa	4,037.84
Liner - E-Therm	7,810.09
Pleat, Perry & Ritchie - FL	7,157.04
Searcy & Searcy	61,717.00
Total 16201 · Legal Retainers	92,331.92
16200 · Prepaid Expenses - Other	28,500.00
Total 16200 · Prepaid Expenses	120,831.92
16202 · Workers Comp Deposit	5,000.00
16203 · Prepaid BCBS Insurance	1,967.21
16210 · Prepaid Insurance	45,260.92
16300 · Sales Tax Recoverable	
16310 · Allowance for Bad Debts	-74,000.00
16300 · Sales Tax Recoverable - Other	371,365.40
Total 16300 · Sales Tax Recoverable	297,365.40
16400 · Undeposited Funds	5,586.57
16600 · Payroll Advance	300.00
Total Other Current Assets	258,198.98
Total Current Assets	2,638,604.63
Fixed Assets	
17100 · Fixed Assets - Boerne	
17110 · Furniture & Equipment - Boerne	42,163.15
17120 · Vehicles - Boerne	1,774.00
17100 · Fixed Assets - Boerne - Other	46,744.19
Total 17100 · Fixed Assets - Boerne	90,681.34

Action Restoration, Inc.**Balance Sheet**

As of November 30, 2014

3:23 PM

12/10/14

Accrual Basis

	<u>Nov 30, 14</u>
17200 · Furniture & Fixtures	
17210 · Computers	54,558.61
17220 · Equipment-Boerne Office	10,750.59
17230 · Fencing	36,644.86
17240 · ProTech Acquisition	177,500.00
17250 · Signage	2,550.37
17260 · Travel Trailers	254,023.90
17270 · Vehicles	1,503,235.68
17200 · Furniture & Fixtures - Other	39,815.77
Total 17200 · Furniture & Fixtures	2,079,079.78
17300 · Leasehold Improvements	142,865.88
17400 · Machinery & Equipment	
17410 · Cable/Wiring	37,420.95
17420 · Capital Equipment	4,248,513.37
17430 · DeHumidifiers	324,300.00
17440 · Equipment-Current Year	196,231.34
17450 · Generators	32,511.98
17460 · Phone System	36,298.83
17470 · Water Out Units	704,774.00
17400 · Machinery & Equipment - Other	177,274.76
Total 17400 · Machinery & Equipment	5,757,325.23
17900 · Accumulated Depreciation	-7,496,176.31
Total Fixed Assets	573,775.92
Other Assets	
Richard King - Vehicle 25	802.00
19050 · Bond Asset	2,600.04
19100 · Revolving Line of Credit	
19110 · 5215 Corporation	-1,177,247.61
19120 · 5215 RE Development	212.40
19130 · 5336 RE Development	2,153,476.59
19140 · Action Renovation Services	4,960.00
19160 · Bodre Rising	20,448.18
19170 · BRRW Real Estate Development	948,691.64
19180 · Rising Ranch and Rice Farm	418,965.27
19190 · Robin Rising Steele	1,887.21
19200 · Stan & Susan Rising	31,436.65
19210 · Todd Bryson	14.00
19220 · BioSafe Solutions	3,400.27
19230 · Medecon	1,030.00
19240 · 5500 Development	-504,805.31
19250 · 5400 Associates	-560,145.04
19260 · SASRE	1,251.87
Total 19100 · Revolving Line of Credit	1,343,576.12
Total Other Assets	1,346,978.16
TOTAL ASSETS	4,559,358.71
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	704,740.58
Total Accounts Payable	704,740.58
Credit Cards	
21100 · American Express CC	
21120 · AmExp-Blue	35.00
Total 21100 · American Express CC	35.00

Action Restoration, Inc.**Balance Sheet**

As of November 30, 2014

3:23 PM

12/10/14

Accrual Basis

	<u>Nov 30, 14</u>
21150 · AMEX Corp - Credit Card	
21151 · Hebert - 94193	-17,174.37
21152 · Rising - 91181	76.85
21154 · Hebert - 1000	-205.40
Total 21150 · AMEX Corp - Credit Card	-17,302.92
21200 · Bank of America CC	
21230 · BofA-9036-Hebert	3,953.37
21251 · BofA-4474-Rising	36.64
21281 · BofA-9207-Adams	75.00
21340 · BofA-8373-Holzapfel	31.98
21200 · Bank of America CC - Other	114,546.20
Total 21200 · Bank of America CC	118,643.19
21360 · BOA Motorsports - 6101	-793.03
21362 · BOA Motorsports - 7624	4,245.79
Total Credit Cards	104,828.03
Other Current Liabilities	
24000 · Accrued Commissions	
24001 · Aaron Hebert	7,543.94
24002 · Susan Rising	66,403.40
24004 · Christopher Carter	1,104.89
24005 · Scott Klingman	1,104.89
24006 · Jimmy Greer	837.04
Total 24000 · Accrued Commissions	76,994.16
24030 · LOC - Wells Fargo Business	38,448.00
24031 · CBOT-5258	79,028.12
24040 · LOC-Third Coast-0002	1,203,336.18
24070 · Payroll Liabilities	111.69
24071 · Health Insurance Payable	
Colonial	456.66
Total 24071 · Health Insurance Payable	456.66
24072 · WC Payable	2,130.16
24073 · Legal Shield	130.05
24080 · Sales Tax Payable	48,003.90
Total Other Current Liabilities	1,448,638.92
Total Current Liabilities	2,258,207.53
Long Term Liabilities	
27400 · Sheffield Financial - Exmark	3,394.30
27500 · Great America-Telephone	10,179.69
Total Long Term Liabilities	13,573.99
Total Liabilities	2,271,781.52
Equity	
30300 · Paid-In Capital	544,898.69
30400 · Retained Earnings	2,397,366.94
31400 · Shareholder Distributions	-561,743.57
Net Income	-93,066.13
Total Equity	2,287,455.93
TOTAL LIABILITIES & EQUITY	4,559,237.45

Action Restoration, Inc.**Profit & Loss**

December 2013 through November 2014

3:22 PM

12/10/14

Accrual Basis

	<u>Dec '13 - Nov 14</u>
Ordinary Income/Expense	
Income	
40100 · Services	5,110,979.45
Total Income	<u>5,110,979.45</u>
Cost of Goods Sold	
50100 · Labor Costs-COGS	
50101 · Direct Payroll-COGS	442,293.29
50102 · Indirect Payroll-COGS	34,125.00
50103 · Sales Commissions-COGS	173,884.63
50106 · Health Insurance-COGS	-3,024.25
50107 · Education Expense-COGS	23,909.15
50108 · Travel Expense-COGS	9.25
50109 · Travel Meals-COGS	518.86
50110 · Automobile Expense-COGS	51,992.40
Total 50100 · Labor Costs-COGS	<u>723,708.33</u>
50200 · Materials Costs-COGS	
50201 · Cost of Services-COGS	656,207.50
50202 · Indirect Cost of Services-COGS	2,735.93
50200 · Materials Costs-COGS - Other	36,198.61
Total 50200 · Materials Costs-COGS	<u>695,142.04</u>
50300 · Equipment Costs-COGS	
50301 · Equipment Repairs-COGS	4,335.48
50302 · Freight Cost-COGS	24,897.60
50300 · Equipment Costs-COGS - Other	46,737.83
Total 50300 · Equipment Costs-COGS	<u>75,970.91</u>
50400 · Subcontractors-COGS	415,262.76
50500 · Commissions-COGS	72,953.70
50600 · Other Direct Costs	7,761.86
Total COGS	<u>1,990,799.60</u>
Gross Profit	3,120,179.85
Expense	
70110 · Advertising	59,316.61
70120 · Auto Expense	
70130 · Auto Maint. & Repairs	27,162.02
70120 · Auto Expense - Other	22,574.42
Total 70120 · Auto Expense	<u>49,736.44</u>
70140 · Bank Service Charges	30,603.83
70150 · Bad Debt Expense	28,439.53
70155 · Bond Expense	750.00
70160 · Computer Expense	29,404.07
70169 · Contract Labor	132,573.80
70170 · Contributions & Donations	8,119.53
70190 · Depreciation	216,000.00
70200 · Dues & Subscriptions	55,994.78
70210 · Education Expense	1,949.68
70220 · Entertainment	7,561.39
70230 · Equipment Expense/Repairs	16,901.28
70240 · Fuel	121,226.25
70250 · Gifts	17,419.43
70260 · Insurance	
70262 · WC	29,134.97
70263 · Health Insurance	29,442.87
70260 · Insurance - Other	128,895.26
Total 70260 · Insurance	<u>187,473.10</u>

Action Restoration, Inc.**Profit & Loss**

December 2013 through November 2014

3:22 PM

12/10/14

Accrual Basis

	<u>Dec '13 - Nov 14</u>
70267 · Legal Settlements	23,769.46
70268 · Late Fees	1,482.09
70270 · Licenses/Permits	21,821.77
70280 · Meals	14,716.31
70290 · Medical Expense	5,050.96
70300 · Office Supplies	3,289.06
70305 · Office Expense	12,582.44
70310 · Payroll	
70326 · Bonuses	74,543.85
70328 · Payroll Taxes	128,258.75
70330 · Salaries & Wages	955,188.17
Total 70310 · Payroll	1,157,990.77
70340 · Postage and Delivery	4,624.19
70350 · Professional Fees	351,842.29
70360 · Rental Expenses	217,374.54
70362 · Repairs and Maintenance	18,042.00
70364 · Selling Exp	20,226.66
70370 · Taxes	
70372 · Sales Tax Expense	29,670.37
70373 · Tax Penalties	826.04
70374 · IFTA Taxes	1,361.34
70375 · Property Taxes	860.45
70370 · Taxes - Other	18,336.36
Total 70370 · Taxes	51,054.56
70380 · Telephone	44,560.35
70390 · Travel Costs	
70392 · Travel Meals	59,276.16
70390 · Travel Costs - Other	66,117.99
Total 70390 · Travel Costs	125,394.15
70410 · Utilities	50,099.86
70420 · Shop Supplies	34,633.60
70450 · Mertzon	29,972.41
70460 · Reimbursed Expenses	5,269.45
99999 · Adjustment	0.00
Total Expense	3,157,266.64
Net Ordinary Income	-37,086.79
Other Income/Expense	
Other Income	
80100 · Other Income	80,053.34
80110 · Interest Income	8,044.85
80120 · Gain/Loss on Sale of Asset	37,728.65
Total Other Income	125,826.84
Other Expense	
80210 · Ask My Accountant	0.00
80220 · Interest Expense	181,806.18
Total Other Expense	181,806.18
Net Other Income	-55,979.34
Net Income	-93,066.13

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

In re **Action Restoration, Inc.**

Case No.

Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER	
A - Real Property	Yes	1	\$0.00			
B - Personal Property	Yes	6	\$6,987,985.57			
C - Property Claimed as Exempt	No					
D - Creditors Holding Secured Claims	Yes	2			\$2,818,014.01	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	7			\$126,639.56	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	16			\$4,337,981.81	
G - Executory Contracts and Unexpired Leases	Yes	1				
H - Codebtors	Yes	2				
I - Current Income of Individual Debtor(s)	No					N/A
J - Current Expenditures of Individual Debtor(s)	No					N/A
TOTAL		35	\$6,987,985.57	\$7,282,635.38		

Document Page 54 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: **Action Restoration, Inc.**

Case No. _____
 (if known)

STATEMENT OF FINANCIAL AFFAIRS

1. Income from employment or operation of business

None State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the TWO YEARS immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$5,110,000.00	2014 YTD - Gross receipts or sales from operation of business
\$4,028,262.99	2013 - Gross receipts or sales from operation of business
\$5,028,072.00	2012 - Gross receipts or sales from operation of business

2. Income other than from employment or operation of business

None State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the TWO YEARS immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$50,000.00	2014 - Sold real property in Jefferson County located at 314 Hill Terrace, Nederland, TX 77627

3. Payments to creditors

Complete a. or b., as appropriate, and c.

None a. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 DAYS immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
**** SEE ATTACHED EXHIBIT K			

None b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 DAYS immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

None c. All debtors: List all payments made within ONE YEAR immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
**** SEE ATTACHED EXHIBIT L			

Document Page 55 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: **Action Restoration, Inc.**

Case No. _____
 (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 1

4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within ONE YEAR immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Case No. 740861 Action Restoration vs. The Parish of Jefferson Petition on Open Account		24th Judicial District Court for the Parish of Jefferson	Pending
Case No. 14-CA-637 Action Restoration vs. Boswell, et al		Walton County Florida Circuit Court	Pending
Case No. 56-2012-004234570CU-BC-VTA ADRS Case No. 13-5356 E-Therm, Inc. vs. Action Restoration, Inc.		Superior Court of the State of California for the County of Ventura	Pending
Case No. 13-1811 Linn County No. LACV070849 Actually Clean Floor & Furniture, LLC vs. Action Restoration, Inc.		Supreme Court of Iowa	Pending
Case No. D-0195592 Todd Bryson vs. Action Restoration, Inc., Stan Rising and Susan Rising		136th Judicial Court, Jefferson County, TX	Pending
Case No. B-196373 Todd Bryson vs. Wells Fargo Bank, N.A. and Action Restoration, Inc.		60th Judicial Court, Jefferson County, TX	Pending

None b. Describe all property that has been attached, garnished or seized under any legal or equitable process within ONE YEAR immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

5. Repossessions, foreclosures and returns

None List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within ONE YEAR immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

6. Assignments and receiverships

None a. Describe any assignment of property for the benefit of creditors made within 120 DAYS immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Document Page 56 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: **Action Restoration, Inc.**

Case No. _____
 (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 2

None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within ONE YEAR immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

7. Gifts

None List all gifts or charitable contributions made within ONE YEAR immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

8. Losses

None List all losses from fire, theft, other casualty or gambling within ONE YEAR immediately preceding the commencement of this case OR SINCE THE COMMENCEMENT OF THIS CASE. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within ONE YEAR immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Searcy & Searcy, P.C. PO Box 3929 Longview, TX 75605	10/2014	Debtor paid a retainer of \$61,717.00 which will be held in trust until approval of attorney's fees and expenses by the Bankruptcy Court. Searcy & Searcy, P.C. will file a fee application for allowance of all fees and expenses incurred in this case, including any fees and expenses incurred in excess of the initial pre-petition retainer.

10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within TWO YEARS immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Shalon Allen and David Ong No Relationship	11/2014	Sold residential property located at 314 Hill Terrace, Nederland, TX 77627 described as Lot 30 in Block Two of Hillcrest Terrace Addition in Jefferson County.

Document Page 57 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: Action Restoration, Inc.

Case No. (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 3

Value: \$50,000.00

b. List all property transferred by the debtor within TEN YEARS immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.
None [X]

11. Closed financial accounts

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within ONE YEAR immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Table with 3 columns: NAME AND ADDRESS OF INSTITUTION, TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE, AMOUNT AND DATE OF SALE OR CLOSING. Rows include Community Bank of Texas Business Checking Account and Community Bank of Texas Business Tiered Money Market Account.

12. Safe deposit boxes

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within ONE YEAR immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
None [X]

13. Setoffs

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 DAYS preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)
None [X]

14. Property held for another person

List all property owned by another person that the debtor holds or controls.
None [X]

15. Prior address of debtor

If the debtor has moved within THREE YEARS immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.
None [X]

16. Spouses and Former Spouses

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within EIGHT YEARS immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.
None [X]

Document Page 58 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: Action Restoration, Inc.

Case No. (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 4

17. Environmental Information

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law.

None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

18. Nature, location and name of business

None a. If the debtor is an individual, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within SIX YEARS immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within SIX YEARS immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within SIX YEARS immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within SIX YEARS immediately preceding the commencement of this case.

NAME, ADDRESS, AND LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN) / COMPLETE EIN

NATURE OF BUSINESS

BEGINNING AND ENDING DATES

Tax ID #76-0591039
Action Restoration, Inc.
5215 Twin City Hwy. N
Port Arthur, TX 77642

Real Property Restoration & Remediation

12/09/1998 to present

None b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

Document Page 59 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: **Action Restoration, Inc.**

Case No. _____
 (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 5

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within SIX YEARS immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement ONLY if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

None a. List all bookkeepers and accountants who within TWO YEARS immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
HRSS, LLP Sabeen Zuberi 9494 Southwest Frwy., Suite 500 Houston, TX 77074	2010 - Present

None b. List all firms or individuals who within TWO YEARS immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Debtor and HRSS, LLP	5215 Twin City Hwy. Port Arthur, TX 77642
	and
	9494 Southwest Frwy., Suite 500 Houston, TX 77074

None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within TWO YEARS immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED
Third Coast Bank SSB 20202 Hwy. 59 North Humble, TX 77338	
Community Bank of Texas 4749 Twin City Hwy Port Arthur, TX 77642	

20. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

Document Page 60 of 105
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

In re: **Action Restoration, Inc.**

Case No. _____
 (if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 6

None b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

21. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
Stanley Rising 6424 Garnet Ave. Port Arthur, TX 77640	Vice President/Assistant Secretary	49% stock ownership
Susan Rising 6424 Garnet Ave. Port Arthur, TX 77640	President/Secretary	51% stock ownership
Aaron Hebert	Assistant Secretary/Account Manager	N/A
Thomas Willie Adams	Vice President of Technical Services/R&D	N/A
Robin Rising Steele	Assistant Secretary	N/A

22. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within ONE YEAR immediately preceding the commencement of this case.

None b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within ONE YEAR immediately preceding the commencement of this case.

NAME, ADDRESS AND TITLE	DATE OF TERMINATION
Todd Bryson, CEO PO Box 1146 Nederland, TX 77627	Quit January 2014

23. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during ONE YEAR immediately preceding the commencement of this case.

NAME AND ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
SEE ATTACHED EXHIBIT L		

Document Page 61 of 105
**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

In re: **Action Restoration, Inc.**

Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS
Continuation Sheet No. 7

24. Tax Consolidation Group

None If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within SIX YEARS immediately preceding the commencement of the case.

25. Pension Funds

None If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within SIX YEARS immediately preceding the commencement of the case.

[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date 12/11/2014

Signature /s/ Susan Rising
Susan Rising
President

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.
18 U.S.C. §§ 152 and 3571*

Action Restoration, Inc. \$2,054.97 Aaron Hebert Logout

[Dashboard](#) [Cards](#) [Account](#) [Transfers](#) [Reports](#) [Administrators](#)

Business summary [Business profile](#)

Business summary

PEX Account balance	\$2,054.97
Current card balance	\$4,601.12
<hr/>	
Current total available funds	\$6,656.09
<hr/>	
Total available funds at 12am (EST) this morning	\$6,757.72
Current total available funds	\$6,656.09
<hr/>	
Change in total available funds since 12am (EST)	-\$101.63
<hr/>	
Total card balance at 12am (EST)	\$4,702.75
Current card balances	\$4,601.12
<hr/>	
Card spend since 12am	-\$307.20
<hr/>	
Total ledger balance at 12am (EST)	\$6,977.86
Total card ledger balance at 12am (EST)	\$4,922.89
Current ledger card balances	\$4,682.36
<hr/>	
Pending ACH transfers	\$0.00
<hr/>	
Total number of cards at 12am (EST)	13
Total number of cards now	13
<hr/>	
Number of administrators	2

EXHIBIT A

[Terms and conditions](#) [Privacy policy](#) [Cardholder agreement](#) [Services agreement](#) [FAQ](#) [Referrals](#) [Contact Us](#)

© 2014 PEX Card. All rights reserved.
This Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC.
v3.3.2 (2014-11-23)

Action Restoration, Inc.**A/R Aging Summary**

As of November 30, 2014

5:23 PM
12/10/14

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Hamdan, Ali	0.00	2,950.61	0.00	0.00	0.00	2,950.61
Rexco Scaffolding and Insulation, INC	0.00	8,960.00	0.00	0.00	0.00	8,960.00
A & L Sanchez Painting and Construction	0.00	9,150.00	0.00	8,295.00	0.00	17,445.00
Rudy & Morris	541.26	0.00	0.00	0.00	0.00	541.26
BP Amoco Chemical	6,500.00	0.00	0.00	0.00	0.00	6,500.00
Lamar Institute of Technology	450.00	0.00	0.00	0.00	0.00	450.00
Cushman Wakefeild of Texas	19,900.00	0.00	0.00	0.00	0.00	19,900.00
Brock Enterprises LA	0.00	25,343.49	0.00	0.00	0.00	25,343.49
Jackson, Mrs	0.00	5,339.35	0.00	0.00	0.00	5,339.35
Touchtone Communities LLC	0.00	3,146.84	0.00	0.00	0.00	3,146.84
Sumrall A/C	0.00	11,970.00	0.00	0.00	0.00	11,970.00
Jones, Lang, LaSalle	0.00	0.00	3,884.02	0.00	0.00	3,884.02
Delta Response & Restoration	0.00	84,445.83	0.00	0.00	0.00	84,445.83
Ninth Avenue Station	0.00	0.00	4,853.36	0.00	0.00	4,853.36
Finney, LaWanda	0.00	3,897.00	0.00	0.00	0.00	3,897.00
US Joiner	3,950.00	0.00	0.00	0.00	0.00	3,950.00
Chateau Du Lac	0.00	0.00	0.00	0.00	60,211.00	60,211.00
Delcambre, Chris	0.00	0.00	0.00	0.00	2,054.67	2,054.67
Simon, Florence	0.00	0.00	0.00	0.00	14,600.51	14,600.51
Port Arthur ISD	0.00	2,954.61	0.00	2,555.00	0.00	5,509.61
Innovations in Management	9,890.14	2,991.98	0.00	0.00	0.00	12,882.12
G.L. Barron Company, INC	0.00	0.00	0.00	0.00	6,237.50	6,237.50
Barnett Chapel Church of God in Christ	222.42	0.00	0.00	74.14	5,175.91	5,472.47
Orta, Rudy R.	0.00	0.00	0.00	0.00	106.64	106.64
RestorX of Texas	6,565.36	778.89	0.00	0.00	0.00	7,344.25
University of Houston Downtown	0.00	0.00	0.00	0.00	6,160.00	6,160.00
DryTime Inc.	0.00	0.00	0.00	0.00	17,824.95	17,824.95
Action Restoration	0.00	0.00	0.00	0.00	0.00	0.00
Action Restoration of Panhandle Florida	0.00	0.00	0.00	0.00	304,479.30	304,479.30
American Campus Communities	0.00	0.00	0.00	0.00	303.56	303.56
Anadarko Petroleum Corporation	5,057.89	19,240.59	0.00	0.00	0.00	24,298.48
ASE Services-1	0.00	0.00	0.00	0.00	17,644.43	17,644.43
Baptist Hospitals of Southeast Texas	5,556.12	145,557.50	0.00	31,522.50	10,220.00	192,856.12
E.I. du Pont de Nemours and Company	71,475.00	0.00	0.00	0.00	525.00	72,000.00
Frost Bank	10,532.73	0.00	0.00	0.00	0.00	10,532.73
Garrett McKenzie-C	0.00	0.00	0.00	0.00	50,435.42	50,435.42
H.B. Neild	8,900.00	0.00	0.00	0.00	0.00	8,900.00
Jefferson Parish	0.00	0.00	0.00	0.00	135,361.53	135,361.53
Nederland ISD	750.00	0.00	0.00	0.00	0.00	750.00
Triton Renovation, Inc.	0.00	0.00	0.00	0.00	780,437.23	780,437.23
University of Texas San Antonio	164,622.00	13,111.52	202,212.00	9,840.50	0.00	389,786.02
TOTAL	314,912.92	339,838.21	210,949.38	52,287.14	1,411,777.65	2,329,765.30

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
1	1	DRYING UNIT	2001, Waterout Convectant Drying System, propane/electric, 16' enclosed trailer, S# 006065	G	\$42,500	\$34,000	\$24,000
2	2	DRYING UNIT	2003, Waterout Convectant Drying System, propane/electric, 16' enclosed trailer, S#004628, 0015	UKN	\$95,000	\$76,000	\$53,000
3	12	DRYING UNIT	2004, Waterout Convectant Drying System, propane/electric, 16' enclosed trailer, S# 3255, 3825, 3631, 5116, 3827, 5117, 5115, 5121, 5126, 5248, 5918, 5119	G/UKN	\$556,000	\$445,000	\$311,500
4	7	DRYING UNIT	2005, Waterout Convectant Drying System, propane/electric, 16' enclosed trailer, S# 6161, 2574, 2636, 2575, 2634, 2635, 2633	G/UKN	\$385,000	\$310,000	\$215,500
5	6	DRYING UNIT	2006, Waterout Convectant Drying System, propane/electric, 16' enclosed trailer, S#0727, 1537, 1538, 1757, 1990, 1991	G/UKN	\$360,000	\$305,000	\$214,000
6	3	DRYING TRAILERS	2007 Drysmart Drying trailers, (3) Port Arthur (circa 2007)	G	\$86,000	\$70,000	\$50,000
7	2	DRYING TRAILERS	2008, Waterout Mod. YD 9000 Super Drying Trailer w/35 KW generator, 200 gal. fuel tank, 9000 cfm waterout units, 32' Gooseneck trailer, hoses and etc Port Arthur	G	\$228,000	\$185,000	\$130,000
8	5	TRAILERS	2004, (2) Action Take 3 Car Trailers, (2) 2005, Action Take 3 Car Trailer, (1) 2002 Kaufman Car Trailer, 50' in length Goose Neck, Vin#s 1T9TS50384B540182, 53274B40063, 53255B540015, 53255B540161, 1R9FW533121353226	G/UKN	\$50,000	\$40,000	\$28,000
9	1	TRAILERS	2006, Elim enclosed trailer (command center) w/heat, air, electric, communication center and etc, Vin# 5PKUELK296W052247	UKN	\$10,500	\$8,400	\$5,900
10	6	TRAILERS	Circa 2005 (3) Jayco Eagle travel trailers w/slide out, CA 2006, (2) Jayco Jayflight hitch pull travel trailers, (1) 2008, Jayco Eagle travel trailer w/slideout, Vin#s 1UCJCJ02R651LM0079, 061EJ0398, 551L80640, 161EM0591, X61EM0587, 381SZ0455-(4) Port Arthur, (1) Gulf Port, (1) Boerne	G/UKN	\$109,000	\$87,000	\$61,000

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
11	1	UTILITY TRAILERS	To include (29) 1991-2007, 12'-24'enclosed and flatbed utility trailers and etc-Port Arthur	G/UKN	\$70,000	\$56,000	\$39,000
12	2	TRAILERS	To Include the following: (2) Wabash 52' drop deck trailers, Vin#'s 1JJV532WSXL600863, 482VXTL368729, -Port Arthur	G	\$33,150	\$26,500	\$18,500
13	2091	AIR MOVERS	Circa 2007, Phoenix/Viking 2700 fpm low amp centrifugal air movers, (34) Lake Charles, (700) Panhandle, (24) Corpus Christi, (18) Gulf Port, (882) Port Arthur, Phoenix Axial air movers, (27) Panhandle, (10) Corpus Christi, (22) Gulf Port, (374) Port Arthur	G/UKN	\$267,000	\$215,000	\$150,000
14	795	DEHUMIDIFIERS	Circa 2007, Phoenix XTREME X250 High Capacity Dehumidifiers, (19) Lake Charles, (111) Panhandle, (5) Ft Hood, (15) Gulf Port, (17) Corpus Christi, (628) Port Arthur	G/UKN	\$1,250,000	\$1,000,000	\$700,000
15	9	OZONE GENERATORS	Circa 2007, Sonozaire Mod. 630A Ozone Generators (1) Lake Charles, (8) Port Arthur	G/UKN	\$13,500	\$11,000	\$7,550
16	1	GENERATOR	2009, Magnum MMG 180 trailer mount generator, Vin# 1Z9GT102191198149	G	\$38,350	\$31,000	\$21,500
17	1	GENERATOR	2009, Magnum Whisper Watt 180 trailer mount generator, Vin# 1Z9GT102391198184	G	\$55,700	\$44,550	\$31,175
18	2	GENERATOR	2009, Magnum MMG 80 trailer mount generators, Vin# 1Z9GT102X91198151, 053549	G	\$39,000	\$31,275	\$22,000
19	1	GENERATOR	2009, Ingersoll Rand Mod. G460 410KW trailer mount generator, S# 046006008893	G	\$56,000	\$45,000	\$31,000
20	2	GENERATOR	Circa 2008, Broadcrown 150KW trailer mount generators, CD6068H730749, CD6068H765414	G/UKN	\$49,500	\$39,500	\$27,500
21	1	GENERATOR	2005, Ingersoll Rand Mod. S230 skid mount generator, S# 349470UI0A70	G	\$25,500	\$20,500	\$14,250

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
22	1	GENERATOR	Circa 2008 Iveco 225 KW trailer mount generator, S# F101-00106243	UKN	\$30,000	\$24,000	\$17,000
23	1	GENERATOR	Circa 2008, Specialty Lighting Boss JD 40 65 KW trailer mount generator, S# G-99-5-1017	UKN	\$15,000	\$12,000	\$8,500
24	1	GENERATOR	Circa 2008, Marathon Electric Magna Max DVR 65 KW trailer mount generator, S# LM2438810504	UKN	\$15,000	\$12,000	\$8,500
25	1	GENERATOR	Circa 2008, Magnum 35 KW trailer mount generator, S# 0144328	UKN	\$11,500	\$9,200	\$6,425
26	44	CLIMINATION UNITS	Circa 2006 Waterout Big Dog 4.5 ton Mod. APF1136K000E elimination/dehumidifier units	G	\$90,000	\$72,000	\$50,000
27	2	EXTRACTORS	Circa 2007, Custom made Extreme extractors	G	\$9,100	\$7,300	\$5,100
28	110T	GENERATORS	To include the following: (28) Home Power 9000, (5) Porter Cable 5500 watt, (4) Multi Power 2500 watt, portable generators	G/UKN	\$57,500	\$46,000	\$32,000
29	37	VACUUMS	Circa 2008 Pullman-Holt Mod 102 Hepa 12 gallon wet/dry Vacuums	G/UKN	\$26,750	\$21,350	\$15,000
30	101	AIR SCRUBBERS	2008, Phoenix Guardian Air Scrubbers-(4) Lake Charles, (5) Panhandle, (23) Ft Hood, (2) Corpus Christi, (88) Port Arthur	G/UKN	\$110,000	\$88,000	\$61,500
31	10	HEATERS	Circa 2007 Safe Heat Mod. 5000 500000 btu heater	G	\$22,500	\$18,000	\$12,500
32	7	CLEANERS	Circa 2007 Roto Brush Mod. AIR duct cleaning units	G	\$33,500	\$27,000	\$19,000
33	6	CLEANERS	2008, carpet cleaners, (2) King Cobra, (2) Ninjas, (2) Esteam	G	\$19,000	\$15,000	\$10,500
34	11	CAMERAS	Circa 2007 Flir B2 & Fluk Tir 1 Thermal Image Cameras, (2) Lake Charles, (3) Fluk TIR 1 Panhandle, (6) Port Arthur	UKN	\$46,500	\$37,000	\$26,000

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
35	2	ULTRASONIC UNITS	2006, Smorants custom made Lil Beaver and Lil Circanuck ultrasonic cleaning units	G	\$7,650	\$6,150	\$4,300
36	1	POWER PANELS	(27) Square D 200 amp 20 circuit portable power panels	G/UKN	\$29,000	\$23,500	\$16,500
37	1	AIR COMPRESSOR	2006, Ingersoll Rand Mod. XP 375 WIR trailer mount air compressor, S# 368924UCQ1657	G	\$10,500	\$8,325	\$5,825
38	1	FORKLIFT	Circa 2006 Yale Mod. GLP110MJNGBV110 11000 lb lift, w/sideshift, S# Unk	G	\$22,000	\$17,675	\$13,250
39	1	FOAM UNIT	2008, Intelgard McCircaw compressed air back pack foam unit	G	\$2,050	\$1,650	\$1,150
40	7	FOAM UNIT	2008, Intelgard Merlin self contained portable/cart compressed air units	G	\$25,200	\$20,150	\$14,000
41	1	BBQ UNIT	2008, Southern Prairie Stainless Steel trailer pull rotating gas/wood fired bbq unit, S# 159BU12106M743467	UKN	\$16,000	\$12,500	\$8,750
42	1	SKID STEER	2006, Bobcat Mod. T180 tracked skid steer w/grapple, bucket and forks, Vin# 527513307	UKN	\$19,500	\$15,675	\$11,000
43	1	SKID STEER	2005, Caterpillar Mod. 257B tracked skid steer, Vin# TSK02267	G	\$18,500	\$14,750	\$10,300
44	1	EXCAVATOR	2006, Takeuchi Mini Tracked Mod. TB125 excavator, S# 125764	G	\$18,000	\$14,500	\$10,000
45	1	DOZER	2004, Case Mod. 850K tracked dozer, S# CAL00446	UKN	\$40,000	\$32,000	\$22,500
46	1	LIFT	1994, Case Mod. 586E 6000 lb rough terrain forklift, S#JJG0213363	UKN	\$9,600	\$7,650	\$5,375
47	320	PROPANE TANKS	15 gallon carbon steel propane tanks (for Drysmart & Waterout drying trailers)	G	\$50,500	\$40,500	\$28,250

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
48	1	AIR SYSTEM	2009, Biopure Hydroxyl generator clean air system	UKN	\$25,000	\$19,850	\$13,875
49	10	AIR SCRUBBERS	2009, Predator Mod. 600 min air scrubbers	G/UKN	\$8,000	\$6,500	\$4,500
50	11	AIR SYSTEM	2009, Hydroxyl Mod. MDU clean air systems	UKN	\$6,000	\$4,800	\$3,350
51	19	AIR SYSTEM	2012, Syclone Negative Air Machine/Air Scrubber w/filter S#'s C07X2193, 2192, 2201, 2200, 2206, 2205, 2199, 2198, 2197, 2196, 2204, 2207,2191, 2190, C04X1294, 1295, C05X1714	G/UKN	\$11,200	\$9,500	\$7,550
52	1	GENERATOR	2009, Kubota SQ Series 28 KW generator, S# Unk	UKN	\$11,500	\$9,200	\$6,450
53	40	FOGGERS	Cyclone Ultra Flex 3000 ULV Foggers	G	\$26,500	\$21,000	\$15,000
54	10	FOGGERS	2010, Sanitize Systems Sanicloud MST-1 Foggers and (1) back pack	G/UKN	\$19,500	\$15,500	\$11,000
55	51	DEHUMIDIFIERS	(41) Dri-Eaz 1200 F203, (10) Drizair 2000 F232 dehumidifiers	G	\$70,000	\$56,000	\$39,000
56	1	SODA UNIT	Armex Accustrip Baking Soda Blaster w/Schmidt water separator	G	\$19,500	\$15,500	\$11,000
57	1	MEDIA UNIT	Pro Blast CRS Media Blast 100 lb portable w/water separator	G	\$8,800	\$7,050	\$4,950
58	1	TRAILERS	2002, Fontaine 50 ton lowboy 3 axle drop neck trailer, Vin# 13NE5040523514280	G	\$21,500	\$17,250	\$12,000
59	1	TRAILERS	2006, Texas Brut 10 yard utility dump trailer, Vin# 17XFG202661066962	G	\$12,000	\$9,600	\$6,750
60	2	TRAILERS	(2) Gooseneck trailers, 2002 Bourg, 2008 Cargo, Vin#'s 4JIFS14262B008199, 5NHUTB6296W054610	UKN	\$13,500	\$11,000	\$7,600
61	1	TRAILERS	2001, Cargo Craft 16' Goose Neck Air Duct trailer w/Roto Brush, double sink, water tanks, electric, collection tank, Vin# 4D6EB14201C002230	G	\$5,500	\$4,400	\$3,100

Ref#	Qty	Item	Description	Cond.	FMV	OLV	FSLV
62	1	TRAILERS	2007, Forrest 36' Enclosed Goose Neck Trailer, being converted for asbestos removal not completed, VIN 5NHUCMM2184Y056969	G	\$8,500	\$6,800	\$4,750
63	1	TRAILERS	1992, Clement end dump pup trailer, Vin# 1CQDB12B6NM110142	UKN	\$4,500	\$3,550	\$2,500
64	1 LOT	MISC EQUIPMENT	To include the following: (2) Roll Seal Polar Coolers, Ezgo Cart F102, Ezgo Cart K301, (3) Inject A Dry, Gremlin Air assembly, Wolverine Rug Beater, Typhoon wet/dry vac, Garmin Nuvi GPS, (61) GPS for trailer tracking, GPS for vehicle tracking, Polaris RZR utility vehicle, Welsh pumps, (5) Air Oasis, carpentry tools and equipment, remediation equipment, JLG 2032E2 Scissor Lift, S# 006600201640, pressure washers and etc	G/UKN	\$178,000	\$142,500	\$100,000
65	1 LOT	ROLLING STOCK	See Exhibit A, attached		\$528,580	\$563,215	\$457,995
TOTAL					\$5,552,630	\$4,607,815	\$3,289,970
Value Conclusion					\$5,553,000	\$4,608,000	\$3,290,000

Action Restoration

EXHIBIT A

As Of: 10/09/12

ID	Description	Vin#	Cond.	FMV	OLV	FSLV
82	2007, Freightliner MZ 106 Custom Goose Neck w/strobe lights GPS and etc BUILT IN 2009	1FVAFCDK77HY20396	G	\$85,000	\$72,250	\$58,000
12	1996 Ford E250 Cargo Van	1FTHE24H9THA64298	G	\$1,075	\$875	\$675
22	1997 Freightliner FL60 24' box, 2500 lb Maxon	1FV6GFFC8VH755727	G	\$12,150	\$9,720	\$7,775
24	1998 GMC G2500 Cargo Van	1GTGG25W6W1025863	F	\$1,550	\$1,250	\$1,000
25	1999 GMC W4500 24' box, 2500 lb Maxon	J8DC4B156X7005193	G	\$10,000	\$8,000	\$6,400
26	1999 Ford E350 Cargo Van	1FTSE34F7XHA260666	UKN	\$2,325	\$1,850	\$1,500
29	1999 Ford E150 Cargo Van	1FTRE1423XHA72252	UKN	\$1,775	\$1,420	\$1,135
34	1996 Kenworth W900B 14 Yd. Dump Truck	1NKWLB9X4TS722396	G	\$27,000	\$21,500	\$17,275
38	2000 Dodge Ram 3500 Quad Cab, Duals	1B7MC3364YJ186769	UKN	\$5,650	\$4,520	\$3,615
42	2002 Chevrolet C2500 HD Crew Cab 4wd	1GCHK23132F215434	G	\$9,635	\$7,700	\$6,175
48	2006 Chevrolet C2500 HD Crew cab 4wd	1GCHK23D76F193101	G	\$19,075	\$15,260	\$12,200
49	2000 Ford E350 14' box truck	1FDWE35L5YHA13111	G	\$3,115	\$2,500	\$2,000
50	2002 Ford F350 Super Cab, Duals	1FTWX32F42EC80553	G	\$11,800	\$9,450	\$7,550
53	2002 Dodge Ram 1500	3D7HA18N62G148258	UKN	\$3,550	\$2,850	\$2,275
54	2006 GMC G2500 Cargo Van	1GCGG29U861222171	G	\$8,350	\$6,675	\$5,350
55	2007 Isuzu NPR 16' box truck	JALC4B16577003606	G	\$22,500	\$18,000	\$14,500
56	2007 Isuzu NPR 16' box truck	JALC4B16377003507	G	\$22,500	\$18,000	\$14,500
57	2007 Chevrolet 6500 24' flat bed truck	1GBJ6C1347F402158	G	\$25,500	\$20,500	\$16,320
59	2005 Scion	JTLKT324854003444	G	\$7,550	\$6,050	\$4,825
61	2003 Chevrolet C3500 Crew Cab, duals	1GCJC33123F250018	G	\$17,115	\$13,700	\$10,950
62	2007 Dodge Ram 3500 Quad Cab Cummings	3D7ML48A37G777281	G	\$20,300	\$16,250	\$13,000
63	2007 GMC G3500 Ext. Cargo Van	1GAHG39U771145717	G	\$10,500	\$8,400	\$6,720
64	1999 Peterbilt 379, Sleeper, Strobes	1XP5DB9X9XD505364	G	\$24,000	\$19,200	\$15,360
65	2000 Toyota RAV4	JT3GP10V5Y7074971	UKN	\$3,550	\$2,850	\$2,275
67	2006 Chevrolet C1500 Crew Cab	2GCEC13T661129642	UKN	\$16,000	\$12,800	\$10,250
68	2008 Chevrolet G1500 Ext. Cargo Van	1GCFCG15X0811034091	G	\$10,230	\$8,175	\$6,550
69	2008 Dodge Ram 3500 Quad Cab, Duals	3D7ML48A88G2094118	G	\$22,055	\$17,645	\$14,115
70	2008 Dodge Ram 3500 Quad Cab, Duals	3D7ML48A88G204117	G	\$22,055	\$17,645	\$14,115
71	2008 Chevrolet 2500 HD Crew Cab Z71	1GCHK23698F188275	G	\$20,830	\$16,665	\$13,335

As Of: 10/09/12

EXHIBIT A

Action Restoration

ID	Description	Vin#	Cond.	FMV	OLV	FSLV
73	2008 Lexus LS 600HL	JTHDU46FX850006720	UKN	\$47,225	\$40,145	\$34,125
74	2002 Isuzu FTR LSE 24' box, 2500 lb Maxon	4GTJ71372J700782	G	\$16,250	\$13,000	\$10,500
75	2002 Isuzu FTR LSE 24' box, 2500 lb Maxon	4GTJ7C1372J700815	G	\$16,250	\$13,000	\$10,500
76	2006 Hummer H3	5GTD136768165104	G	\$14,150	\$11,320	\$9,050
77	2009 Dodge Ram 2500 Quad Cab	3D7KR28L59G511243	UKN	\$18,950	\$15,160	\$12,125
78	2008 Chevrolet 1500 Express Van	1GCFG1FX881167665	G	\$12,675	\$10,150	\$8,115
79	2008 Chevrolet 3500 Ext. Express Van 15 pass.	1GAHG39K381113265	G	\$15,250	\$12,200	\$9,750
80	2009 Chevrolet C2500 LT Suburban	1GNFC26079R180193	G	\$26,095	\$20,875	\$16,700
83	2012 Ford F350 King Ranch duals	1FT8W3CT7CEA20875	UKN	\$45,350	\$40,815	\$36,775
84	2011 Ford E350XL Passenger van	1FBSS3BL5BD38323	UKN	\$17,000	\$14,450	\$12,275
Boerne 3	1988 Chevrolet G20 Passenger van	2GCEG25H5J4151187	UKN	\$500	\$400	\$320
Boerne 4	1996 Ford E450 box truck	1FDLE47G6THA59189	UKN	\$8,000	\$6,400	\$5,120
Boerne 5	1997 Chevrolet K3500 Cheyenne 4wd	1GCHK33R9VF004657	UKN	\$4,500	\$3,600	\$2,900
TOTAL DOLLAR VALUE THIS REPORT				\$528,580	\$563,215	\$457,995



SDC10042



SDC10002



SDC10003



SDC10005



SDC10006



SDC10007



SDC10008



SDC10009



SDC10010



SDC10011



SDC10012



SDC10013



SDC10014



SDC10015



SDC10016



SDC10017



SDC10018



SDC10019



SDC10020



SDC10021



SDC10022



SDC10023



SDC10024



SDC10025



SDC10026



SDC10027



SDC10029



SDC10030



SDC10032



SDC10033



SDC10035



SDC10036



SDC10037



SDC10038



SDC10039

EXHIBIT D

Contents 12/10/2014
5215 Twin City Hwy

Total Value Per JCAD \$217,500.00

Room Name	Quantity	Equipment, supplies, furniture, etc.	Market Value
Lynn's Office	2	Metal filing cabinets	
	2	Pre-fab cabinets	
	1	Shelf	
	2	Reg. chairs	
	1	Rolling Chair	
	1	HP Vivera printer dell desktop	
	1	Dell desktop	
	1	Samsung monitor - 20"	
	1	Sharp monitor - 14" (TV?)	
	1	Ativa HD Pro 2000 shredder	
Thomasina's Office	1	Pre-fab filing cabinet	
	1	Shelf	
	7	Metal filing cabinets	
	1	Portable table	
	1	Rolling chair	
	1	Regular chair	
	1	HP desktop	
	1	Samsung monitor - 23"	
	1	Ativa HD Pro 2000 shredder	
Aaron's Office	1	Desk made in place	
	1	Cabinet made in place	
	3	TV's - 42"	
	1	Mac - 21"	
	1	Couch	

Contents 12/10/2014
5215 Twin City Hwy

Room Name	Quantity	Equipment, supplies, furniture, etc.	Market Value
Brian's Office	1	Rolling chair	
	1	Regular chair	
	1	Couch	
	1	HP Z210SFF desktop	
	1	Dell monitor - 20"	
	1	Epson moviemate - 72 projector	
Scott's Office	1	HP desktop	
	1	Dell monitor	
	2	Regular chairs	
Alan's Office	1	Rolling chair	
	1	Toshiba satellite lap top	
Alan's Office	1	Stainless stool	
	1	Rolling chair	
	1	Regular chair	
Middle Office	2	Desks	
	1	Bench seat	
	3	Metal filing cabinets	
	2	Double pre-fab filing cabinets	
	2	Single pre-fab filing cabinets	
Copy Room	1	Toshiba E studio 2555c printer	
	1	Brother MFC-8860DH printer	
	1	Desk	
	1	Stainless rolling table w/ stool	

Sue's Old Office	1	Post Base FP postage meter	
	4	Metal filing cabinets	
	1	Pre-fab filing cabinet	
	1	Rolling chair	

Contents 12/10/2014
5215 Twin City Hwy

Room Name	Quantity	Equipment, supplies, furniture, etc.	Market Value
Employee Office	5	Rolling Charis	
	1	Couch	
	4	Desks	
	3	Metal filing cabinets	
	12	Lockers	
	1	Sanyo 42" TV	
	1	Toshiba DVD player SD-4990	
	1	Dell Studio PP39L laptop	
Lounge	1	Couch	
	1	Glass coffee table	
	2	Shelves	
	1	End table	
	1	HE water dispenser	
Chris's Office	1	Sharp 14" monitor (TV ?)	
	1	HP Desktop	
	1	HP W2207 monitor	
	1	Samsun monitor - 20"	
	1	Metal filing cabinet	
	1	Stainless table with stool	
Front side	1	Rolling chair	
	2	Desks made	
	1	Cabinet made	
	4	Shelves	
	6	Metal filing cabinets	

Contents 12/10/2014
5215 Twin City Hwy

Room Name	Quantity	Equipment, supplies, furniture, etc.	Market Value
Front Entrance	1	Ultra vision Hitachi 20" TV	
	1	Sanyo Vizon 20" TV	
	1	Jura Capresso	
Susan's Office	1	Frigidaire mini fridge	
	3	Cabinets	
	1	Rolling chair	
	1	Couch	
	1	Desk	
	1	21" Mac	
	1	HP printer	
Kitchen and Side Office	1	Rolling chair	
	1	Fellowes Power shred 420 shredder	
	1	Panasonic microwave	
	1	Jenn-Air electric stove	
	1	Keurig coffee maker	
	1	Jura Impressa C5	

	1	Frigidaire side by side	
	1	Pre-fab cabinet	
	1	Glass table with 5 chairs	
	1	Vizio 42" TV	
	1	JVC 42" TV	
	1	Stainless table with 2 stools	
	1	HP Photo Smart premium printer	
	1		
Raul's Area	1	Desk	
	1	Dell desktop	
	1	Dell monitor - 20"	

Contents 12/10/2014
5215 Twin City Hwy

Room Name	Quantity	Equipment, supplies, furniture, etc.	Market Value
Rudy's Office	1	Metal filing cabinet	
	1	HP Vivera printer	
	1	Macbook - 20"	
	1	Samsung 60" TV	
	3	Rolling chairs	
	1	Desk	
	7	Small table	
	17	Black chairs	
	18	White chairs	
	2	Shelves	
	1	Cabinet	
	1	Counter top	
	1	Samsung refrigerator	

UCC FINANCING STATEMENT

EXHIBIT E

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Action Restoration, Inc. 4099621647
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Action Restoration, Inc. 5215 Twin City Hwy Port Arthur, TX 77642 USA

FILING NUMBER: 14-0014417517
FILING DATE: 05/07/2014 09:11 AM
DOCUMENT NUMBER: 543140030003
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
Rising	Stanley	Wayne		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6524 Garnet ave.	Port Arthur	TX	77640	USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
Action Restoration, Inc.				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5215 Twin City Hwy.	Port Arthur	TX	77642	USA

4. COLLATERAL: This financing statement covers the following collateral:
 (A) Member Interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Stanley Rising reflecting Twenty Five (25%) interest and bearing Certificate No. 2"

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
7. ALTERNATIVE DESIGNATION (if applicable):	
8. OPTIONAL FILER REFERENCE DATA:	

FILING OFFICE COPY

EXHIBIT F

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Action Restoration, Inc. 4099621647
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Action Restoration, Inc. 5215 Twin City Hwy Port Arthur, TX 77642 USA

FILING NUMBER: 14-0014418144
FILING DATE: 05/07/2014 09:13 AM
DOCUMENT NUMBER: 543140030004
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Rising	Bodre	Mack	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
5755 College St.		Beaumont	TX	77707

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	Action Restoration, Inc.			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
5215 Twin City Hwy.		Port Arthur	TX	77642

4. COLLATERAL: This financing statement covers the following collateral:
 (A) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Bodre Rising reflecting Twenty Five (25%) interest and bearing Certificate No. 3"

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT

EXHIBIT G

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Action Restoration, Inc. 4099621647
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Action Restoration, Inc. 5215 Twin City Hwy Port Arthur, TX 77642 USA

FILING NUMBER: 14-0014418528
FILING DATE: 05/07/2014 09:15 AM
DOCUMENT NUMBER: 543140030005
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

<input type="checkbox"/>	1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	Wimberley	James	E		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
3489 FM 1136		Orange	TX	77632	USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

<input type="checkbox"/>	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

<input type="checkbox"/>	3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
Action Restoration, Inc.		Port Arthur	TX	77642	USA

4. COLLATERAL: This financing statement covers the following collateral:
 (A) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of James Wimberley reflecting Twenty Five (25%) Interest and bearing Certificate No. 4"

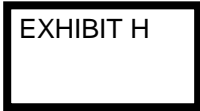
5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Action Restoration, Inc. 4099621647
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Action Restoration, Inc. 5215 Twin City Hwy Port Arthur, TX 77642 USA

FILING NUMBER: 14-0014415474
FILING DATE: 05/07/2014 09:06 AM
DOCUMENT NUMBER: 543140030002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Bryson		Todd	David	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
25772 FM 365		Beaumont	TX	77705	USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
5215 Twin City Hwy.		Port Arthur	TX	77642	USA

4. COLLATERAL: This financing statement covers the following collateral:
 (A) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Todd Bryson reflecting Twenty Five (25%) interest and bearing Certificate No. 1"
 (B) Common Stock interest in 5400 Associates, Inc. ("5400") issued in the name of Todd Bryson reflecting Fifty (50%) interest, 500 shares of \$1.00 par value common stock and bearing Certificate No. 2"
 (C) Member interest in 5500 Real Estate Development LLC ("5500") issued in the name of Todd Bryson reflecting Forty Nine (49%) interest, including 4900 member units and bearing certificate No. 2

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Seller/Buyer Bailee/Bailor Licensee/Licensor

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

EXHIBIT I

A. NAME & PHONE OF CONTACT AT FILER (optional) Action Restoration, Inc. 4099621647
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Action Restoration, Inc. 5215 Twin City Hwy Port Arthur, TX 77642 USA

FILING NUMBER: 14-0014419397
FILING DATE: 05/07/2014 09:17 AM
DOCUMENT NUMBER: 543140030006
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only <u>one</u> Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here <input type="checkbox"/> and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
OR	1a. ORGANIZATION'S NAME BRRW Real Estate Development LLC			
	1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			
1c. MAILING ADDRESS 3120 Central Mall Drive				
	CITY Port Arthur	STATE TX	POSTAL CODE 77642	COUNTRY USA
2. DEBTOR'S NAME - Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here <input type="checkbox"/> and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY				
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only <u>one</u> Secured Party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 5215 Twin City Hwy.				
	CITY Port Arthur	STATE TX	POSTAL CODE 77642	COUNTRY USA
4. COLLATERAL: This financing statement covers the following collateral: (A) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Todd Bryson reflecting Twenty Five (25%) interest and bearing Certificate No. 1" (B) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Stanley Rising reflecting Twenty Five (25%) interest and bearing Certificate No. 2" (C) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of Bodre Rising reflecting Twenty Five (25%) interest and bearing Certificate No. 3" (D) Member interest in BRRW Real Estate Development LLC ("BRRW") issued in the name of James Wimberley reflecting Twenty Five (25%) interest and bearing Certificate No. 4"				
5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing				
6b. Check <u>only</u> if applicable and check <u>only</u> one box.				
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser				
8. OPTIONAL FILER REFERENCE DATA:				

FILING OFFICE COPY



LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of April, 2002, between ACTION RESTORATION, INC., a Texas corporation, qualified to do business in Texas ("Tenant"), and 5215 CORPORATION, a Texas corporation ("Landlord").

WITNESSETH:

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the Premises located at 5215 Twin City Highway, Port Arthur, Texas 77640, under the terms and conditions as provided herein.

NOW, THEREFORE, in consideration of the Recitals which shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranty contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby demises and leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord.

ARTICLE 1
LEASE OF THE PREMISES AND TERM

1.01. Lease of the Premises. On the terms and conditions stated herein, Landlord hereby demises and leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord located at 5215 Twin City Highway, Port Arthur, Texas 77640.

1.02. Term of Lease. The term of this lease is five (5) years, beginning on April 1, 2002, (the "Effective Date"), and ending on the fifth anniversary of the Effective Date, unless terminated sooner as provided in this Agreement. Additionally, Tenant shall have three (3) options to renew the lease, with each option being for an additional five (5) years term to begin at the end of the initial lease term or any renewal term, as the case may be, upon the same terms as the original lease, subject only to market or other adjustments to the lease fixed rent as authorized by Section 2.01 hereinafter.

1.03. Holdover. If Tenant holds over and continues in possession of the Premises after the lease term (or any extension) expires, Tenant will be considered to be occupying the Premises "at will," subject to all the terms of this Lease Agreement.

ARTICLE 2
RENT

2.01. Fixed Rent. Tenant shall pay Landlord monthly rent in the amount of Twenty Thousand and NO/100 Dollars (\$20,000.00) per month, in advance on or before the first day of each month. If the lease term commences on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, then the Fixed Rent for such month shall be prorated on the basis of one thirtieth (1/30th) of the monthly Fixed Rent for each day of such month. In the event of renewal of the lease pursuant to Section 1.02 above, the fixed rent may be modified by Landlord to reflect current market conditions existing at the time of renewal. Said modified rent, based upon market conditions, shall become effective at upon sixty (60) days notice to Tenant of (i) the amount of the modified rent and (ii) documentation reflecting the market conditions supporting the modified rent. Absent such analysis, the parties agree that the fixed rent shall increase NOT LESS THAN ten percent (10%) at each renewal period authorized by Section 1.02 hereinabove.

1.02. Taxes and Assessments as Additional Rent.

- a. In addition to the fixed rent specified in § 2.01, Tenant will pay in full all real property taxes, special assessments, and governmental charges of any kind imposed on the Premises during the lease term, including any special assessments imposed on or against the Premises for constructing or improving public works. This additional rent is payable directly to the entity imposing the tax, assessment, or charge at least thirty (30) days before the date payment is due. Tenant will provide Landlord with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Tenant.
- b. Tenant may, at its own expense, contest any tax or assessment for which it is responsible under subparagraph a. Except as provided in subparagraph c, Tenant need not pay the tax, assessment, or charge while the contest is pending. Except as provided in subparagraph c, Tenant may prevent landlord from paying any tax, assessment, or charge that Tenant is contesting under this subparagraph, pending resolution of the contest, by depositing with Landlord the full amount of the tax or assessment, plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax or assessment. When the contest is resolved, Tenant may use the money deposited with Landlord to pay any tax or assessment, plus any penalty or interest, due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Tenant must immediately pay the balance due to entity imposing the tax, assessment, or charge.
- c. Notwithstanding subparagraph b, Landlord may pay, or require Tenant to pay, any tax, assessment, or charge for which Tenant is responsible under subparagraph a, pending resolution of Tenant's contest of the tax, assessment, or charge, if payment is demanded by a holder of a mortgage on the Premises or if failing to pay will subject all or part of the Premises to forfeiture or loss. Tenant's obligation under this section does

not apply to any liens that may arise as a result of the Environmental Remediation.

ARTICLE 3
USE OF PREMISES

2.01. Tenant's Warranty Regarding Use. Tenant represents and warrants to Landlord that Tenant intends to use the Premises exclusively for (i) operations related to Tenant's construction, renovation, remediation and restoration business and/or (ii) storage and warehousing facilities related to the foregoing business.

- 3.02. a. Tenant may not use, or permit using, the Premises in any manner that results in waste of Premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.
- b. Tenant, at its sole cost, must comply with all Hazardous Materials Laws in connection with Tenant's use of the Premises.
- c. "Hazardous Materials" means any substance, material or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls.
- d. "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c.

2.03. Environmental Reporting Requirements.

- a. Tenant must promptly supply Landlord with copies of all notices, reports, correspondence, and submissions made by Tenant to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous materials pursuant to hazardous materials laws.

- b. Tenant must promptly notify Landlord in advance of any scheduled meeting between Tenant and any of the agencies specified in subparagraph a.
- c. Tenant must promptly notify Landlord as to any liens threatened or attached against the Premises pursuant to any environmental law. If an environmental lien is filed against the Premises, Tenant must, within 30 days from the date on which the lien is placed against the Premises, and at any rate before the date on which any governmental authority begins proceedings to sell the Premises pursuant to a lien, either: (1) pay the claim and remove the lien from the Premises; or (2) furnish either (a) a bond satisfactory to the Landlord in the amount of the claim on which the lien is based, or (b) other security satisfactory to the Landlord in an amount sufficient to discharge the claim on which the lien is based.

ARTICLE 4
REPAIRS AND MAINTENANCE

3.01. Repairs and Maintenance by Tenant. Tenant will, throughout the lease term and any extensions of it, at its own expense and risk, maintain the Premises and all improvements on them in the condition in which they were delivered, including, but not limited to, making all repairs and replacements necessary to keep the Premises and improvements in the condition in which they were delivered, reasonable wear and tear excepted. All maintenance, repairs, and replacements required by this section must be performed promptly when required.

3.02. Tenant's Failure to Repair or Maintain. If Tenant fails to perform its obligation to repair, replace, or maintain, as set forth in § 4.01, within a reasonable time after notice from Landlord of the need for the repair, replacement or maintenance, Landlord may enter the Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. On Landlord's notice to Tenant of the performance and cost of any maintenance, repairs or replacements under this section, Tenant must immediately reimburse Landlord for any reasonable costs incurred by Landlord under this section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Tenant to Landlord.

ARTICLE 5
UTILITIES AND GARBAGE REMOVAL

4.01. Utility Charges. Tenant will pay all utility charges for water, electricity, heat, gas and telephone service used in and about the Premises during the lease term. Tenant will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent.

4.02. Garbage Removal. Tenant will pay for all garbage removal from the Premises during the lease term.

ARTICLE 6
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

5.01. Consent of Landlord. Tenant may not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Landlord may not unreasonably withhold such consent.

5.02. Property of Landlord. All alterations, additions, or improvements made by Tenant will become Landlord's property when the lease terminates. However, Landlord may, when the lease terminates, remove any alterations, additions, and improvements made by Tenant and any other property it placed in the Premises, and charge Tenant the cost of removal plus interest.

5.03 Alterations Required by Accessibility Laws. If any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Tenant is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the parties to enter this lease.

ARTICLE 7
TRADE FIXTURES AND SIGNS

6.01. Trade Fixtures. Tenant may, at all times, erect or install shelves, bins, machinery, equipment, or other trade fixtures, in, on, or about the Premises, if Tenant complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures, Tenant may remove all trade fixtures when this lease terminates, if Tenant is not in default under the lease and the fixtures can be removed without structural damage to the building. Tenant must repair any damage to the premises caused by removing trade fixtures, and all the repairs must be completed before the lease terminates. Any trade fixtures not removed by Tenant when this lease terminates are considered abandoned by Tenant and will automatically become Landlord's property. If any trade fixture installed by Tenant is abandoned when the lease terminates, Tenant must pay Landlord any reasonable expense actually incurred by landlord to remove the fixture from the Premises, less the fair market value of the fixture once removed, if the fixture is removed within thirty (30) days after Tenant has surrendered possession of the Premises or before any subsequent tenant enters the Premises or Landlord uses the trade fixtures.

6.02. Signs. Tenant may erect signs on any portion of the Premises, including, but not limited to, the exterior walls, subject to applicable laws, ordinances and regulations. Tenant must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

ARTICLE 8
MECHANIC'S LIEN

Tenant will not permit any mechanic's lien to be placed on the Premises or improvements on the Premises. Tenant will promptly pay any mechanic's lien that is filed on the Premises or on improvements located on the Premises. If default in payment of the lien continues for twenty (20) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at ten (10) percent annually until repaid.

ARTICLE 9
INSURANCE AND INDEMNITY

8.01. Property Insurance. Tenant must, at its own expense during the lease term and during any extension term, keep all buildings and improvements on the Premises insured against loss or damage by fire or theft, with extended coverage, to include direct loss by windstorm, hail, explosion, riot or riot attending a strike, civil commotion, aircraft, vehicles and smoke in the total amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in Texas. The insurance policy or policies must name both Landlord and Tenant as insureds. The policies must provide that any proceeds for loss or damage to buildings or to improvements are payable to Landlord's mortgagee or solely to Landlord, who will use the sum for repair and restoration purposes.

8.02. Liability Insurance. Tenant, at its own expense, must provide and maintain in force during the lease term and during any extension term, liability insurance in the amount of \$500,000.00. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. The policy must cover Landlord as well as Tenant, for any liability for property damage or personal injury arising from Tenant's occupying or Landlord's owning the Premises.

8.03. Remedy for Failure to Provide Insurance. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates within 30 days after obtaining possession, or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest at the rate of ten (10) percent annually from the date Tenant receives landlord's notice of payment until reimbursement.

8.04. Tenant's Environmental Indemnity. Landlord and Tenant have agreed, if requested by Tenant, to share the cost of and conduct a Phase I environmental study on the subject property prior to Tenant taking possession of the same. Landlord hereby represents and warrants that it is solely responsible

for whatever remediation efforts and expense may be found necessary, if any, by the Phase I study in order to bring the property to an acceptable environmental condition prior to Tenant taking possession of same. Landlord further agrees to undertake such measures at its own expense and that this lease is entered into by both parties contingent to Landlord's fulfilling such obligation. Tenant shall not be responsible for the remediation of any contamination which occurred before Tenant's possession of the lease property. Tenant must indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under Articles 3 and 4 of this Lease Agreement and which occur subsequent to Tenant's possession of the lease property. This section survives the expiration or earlier termination of this lease.

8.05. Hold-Harmless Clause. Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from (i) the conduct or management of Tenant's business on the Premises or (ii) its use of them, from any breach by Tenant of any conditions of this Lease Agreement; or (iii) from any act of negligence of Tenant, Landlord, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord. It is expressly acknowledged that Tenant is indemnifying Landlord from the Landlord's own negligence, including, active or passive negligence.

ARTICLE 10

DAMAGE OR DESTRUCTION OF PREMISES

9.01. Notice to Landlord. If the Premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

9.02. Total Destruction. If the building on the Premises is totally destroyed by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if it is so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) days and the damage exceeds the insurance recovery, this lease will terminate, and rent will be abated for the unexpired portion of this lease, effective as of the date of written notification as provided in § 10.01.

9.03. Partial Destruction. If the building or other improvements on the Premises are damaged by fire, tornado, or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, but not to such an extent that rebuilding or repairs cannot reasonably be completed within thirty (30)

working days and the damage exceeds the insurance recovery, this lease will not terminate except as follows:

- a. If the Premises are partially destroyed before the final six (6) months of the lease term, Landlord must, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition they were in before the damage. If the damage renders the Premises untenable in whole or in part, the rent payable during the period in which they are untenable will be adjusted equitably. If Landlord fails to complete the rebuilding or repairs within thirty (30) working days from the date of Tenant's written notification to Landlord of the damage, Tenant may terminate this lease by written notification to Landlord. On the notification, all rights and obligations under this lease will cease.
- b. If the Premises are partially destroyed during the final six (6) months of the lease term, Landlord need not rebuild or repair them. If Landlord elects not to rebuild or repair and the damage rendered the Premises untenable in whole or in part, Tenant may terminate the lease or continue it with the rent for the remainder of the lease period adjusted equitably.
- c. Except as may otherwise be disclosed to Tenant in any written audit report delivered to Tenant prior to Tenant's possession of the lease property, no Hazardous Materials, pollutants or toxic substances have been placed, dumped, deposited or buried upon, in or under the Premises, there have been no leaks of petroleum, toxic or Hazardous Materials from any underground storage tank facilities and there is no contaminated soil, as defined by federal, state and/or local laws or regulations in, upon or under the Premises by reason of any such wastes, pollutants, toxins, substances or facilities.

ARTICLE 11 CONDEMNATION

10.01. Total Condemnation. If, during the lease term or any extension term, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease Agreement will terminate, and the rent will be abated during the unexpired portion of this Lease Agreement, effective as of the date the condemning authority takes the Premises.

10.02. Partial Condemnation. If less than all, but more than thirty (30) percent, of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the lease by giving Landlord written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion. In addition, if thirty (30) percent of the parking area, of the Premises is taken for any public or quasi-public use under any governmental law,

ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate this Lease Agreement by giving Landlord written notice within thirty (30) days after the entity exercising the power of condemnation takes possession of the condemned portion.

If the Premises are partially condemned and Tenant fails to exercise the option to terminate this Lease Agreement under this section, or if less than thirty (30) percent of the Premises is condemned, this lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the Premises to make them reasonably tenantable and suitable for the uses for which the Premises are leased. The fixed rent payable under § 2.01 of this lease will be adjusted equitably during the unexpired portion of this Lease Agreement.

10.03. Condemnation Award. Landlord and/or Landlord's mortgagee is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Tenant is entitled to receive and retain. The termination of this Lease Agreement will not affect the right to this award.

ARTICLE 12 **DEFAULT**

11.01. Tenant's Default. If Tenant allows the rent to be in arrears more than fifteen (15) days after written notice of the delinquency, or remains in default under any other condition of this Lease Agreement for thirty (30) days after written notice from Landlord, Landlord may, at its option, without notice to Tenant, terminate this Lease Agreement, or, in the alternative, Landlord may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not required to) relet the Premises (or any part of them) for all or any part of the remainder of the lease term or any extension, to a party satisfactory to Landlord and at the monthly rental as Landlord can secure with reasonable diligence. If Landlord cannot relet after reasonable efforts to do so or if the monthly rental is less than the rental Tenant was obligated to pay under this lease (or any renewal of it) plus the expense of reletting, then Tenant must pay Landlord the amount of deficiency, based upon a net present value calculation for the remainder of the Lease Term.

11.02. Landlord's Lien. If Tenant defaults in paying rent or any other sum due from Tenant to Landlord under this Lease Agreement, Landlord has a lien on all fixtures, chattels or other property of any description belonging to Tenant that are placed in, or become a part of, the Premises as security for rent due and to become due for the remainder of the current lease term and any other sum Tenant owes Landlord. This lien is not in lieu of, nor in any way affects, the statutory landlord's lien but is in addition to that lien, and Tenant grants Landlord a security interest in all of Tenant's property placed in or on the Premises for purposes of this contractual lien. This does not prevent Tenant's selling any merchandise in the ordinary course of business free of such Landlord's lien. If Landlord exercises the option to terminate the leasehold, reenter, and relet the Premises as provided in the preceding paragraph and given Tenant reasonable

notice of the intent to take possession and an opportunity for hearing on the matter, Landlord may take possession of all of Tenant's property on the Premises and sell it at public or private sale after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Landlord considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing and selling the property, then to the payment of any rent due or to become due under this Lease Agreement; any balance will be paid to Tenant.

11.03. Landlord's Default. If Landlord defaults in performing any term or covenant that Landlord must perform under this Lease Agreement, Tenant may, after not fewer than fifteen (15) days' notice to Landlord, remedy the default by any necessary action and, in connection with the remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended, or obligations incurred, by Tenant in connection with remedying Landlord's default.

11.04. Cumulative Remedies. All Landlord's and Tenant's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease Agreement. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

11.05. Waiver of Breach. All Landlord's or Tenant's waiving a breach of this Lease Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

ARTICLE 13

INSPECTION BY LANDLORD

Tenant will permit Landlord and its agents, representatives, and employees to enter the Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties under this Lease Agreement.

ARTICLE 14
ASSIGNMENT AND SUBLEASE

Tenant may not sublet, assign, encumber, or otherwise transfer this Lease Agreement, or any right or interest in it or in the Premises or the improvements on them, without Landlord's written consent. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease Agreement or in the Premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this Lease Agreement terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this Lease Agreement, the assignee or subtenant must assume all of Tenant's obligations under this Lease Agreement, and Tenant will remain liable for every obligation under this Lease Agreement. Landlord may not arbitrarily or unreasonably withhold consent under this section. Landlord may assign or transfer any of its interests under this Lease Agreement. On transfer, and on the transferee's assumption of its obligations, Landlord shall remain liable for its obligations under this Lease Agreement.

ARTICLE 15
MISCELLANEOUS

14.01. Notices and Addresses. Any notice or communication required or permitted hereunder will be given in writing, sent by (i) personal delivery or (ii) U.S. mail, postage prepaid, registered or certified, return receipt requested or (iii) by telefax, prepaid telegram or telex provided that such telefax, telegram or telex is confirmed by delivery service or by mail in the manner previously described, addressed as follows:

To Landlord:	5215 Corporation c/o James E. Wimberley Registered Agent and Attorney-in-Fact for 5215 Corporation 3120 Central Mall Drive Port Arthur, TX 77642
To Tenant:	Action Restoration, Inc. ATTN: TODD BRYSON 5215 Twin City Highway Port Arthur, TX 77640

14.02. Parties Bound. This Agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

15.03. Texas Law to Apply. This Agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Jefferson County, Texas.

14.04. Arbitration. In the event any dispute or controversy arising out of this Agreement cannot be settled by the parties, such controversy or dispute shall be submitted to arbitration in Jefferson County, Texas, and for this purpose each party hereby expressly consents to such arbitration in such place. In the event the parties cannot mutually agree upon an arbitrator and procedure to

settle their dispute or controversy within fifteen (15) days after written demand by one of the parties for arbitration, then the dispute or controversy shall be arbitrated by a single arbitrator pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The decision of the arbitrator shall be binding upon the parties hereto for all purposes, and judgment to enforce any such binding upon the parties hereto for all purposes, and judgment to enforce any such binding decision may be entered in District Court, Jefferson County, Texas (and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court). At the request of either party, arbitration proceedings shall be conducted in the utmost secrecy. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the Uniform Arbitration Act as adopted in the State of Texas and the then-existing rules and regulations of the American Arbitration Association governing commercial transactions to the extent such rules and regulations are not consistent with such Act or this Agreement.

14.05. Legal Construction. If one or more of the provisions contained in this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

14.06. Prior Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.07. Amendment. No amendment, modification, or alteration of this Agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.08. Right and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14.09. Attorney's Fees and Costs. If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

14.10. Force Majeure. Neither Landlord nor Tenant is required to perform any term or covenant in the Lease Agreement so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot,

floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.

14.11. Time of Essence. Time is of the essence of this Agreement.

14.12. No Recording. The parties each agree that neither this Agreement nor any memoranda or notice thereof shall be recorded.

14.13. Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto institutes any action or proceeding to enforce the provisions of this Agreement, any party against whom such action or proceeding is brought hereby waives the claim or defense that such party has or have an adequate remedy at law.

EXECUTED on this the 31st day of March, 2002.

“LANDLORD”

5215 CORPORATION, a Texas corporation

BY: _____

ITS: _____

“TENANT”

ACTION RESTORATION, INC. a Texas corporation

BY: _____

ITS: _____

EXECUTED on this the 31st day of March, 2002.

"LANDLORD"

5215 CORPORATION, a Texas corporation

BY: *Susan Rising*

ITS: *Secretary P.V.P.*

"TENANT"

ACTION RESTORATION, INC. a Texas corporation

BY: *[Signature]*

ITS: *President*



Type	Date	Num	Name	Memo	Split	Amount
10500 - Gulf Credit Union-Checking						
Bill Pmt -Check	11/06/2014	Debit	Action Renovation Services, Inc.		20000 - Accounts Payable	-600.00
Check	11/14/2014	Debit	Texas Comptroller of Public Accounts		70370 - Taxes	-18,723.99
Bill Pmt -Check	12/02/2014		Boneau & Lewis, P.L.L.C.		20000 - Accounts Payable	-9,039.20
Total 10500 - Gulf Credit Union-Checking						-28,363.19
10600 - Gulf Credit Union-Savings						
Bill Pmt -Check	10/01/2014	Debit	Action Renovation Services, Inc.		20000 - Accounts Payable	-1,000.00
Total 10600 - Gulf Credit Union-Savings						-1,000.00
10700 - Gulf Credit Union-Xmas						
Bill Pmt -Check	10/20/2014	Debit	Action Renovation Services, Inc.		20000 - Accounts Payable	-3,500.00
Total 10700 - Gulf Credit Union-Xmas						-3,500.00
11000 - Third Coast-Payroll						
Check	11/14/2014	Debit	IRS		70373 - Tax Penalties	-539.19
Liability Check	10/23/2014	E-pay	Texas Workforce Commission	07-697182-0 QB Tracking # 207739627	24070 - Payroll Liabilities	-670.19
Paycheck	09/20/2014	5262	Adams, Thomas W		-SPLIT-	-2,776.60
Paycheck	09/20/2014	5263	Armstrong, Nathan		-SPLIT-	-1,409.61
Paycheck	09/20/2014	5265	Bihm, John A		-SPLIT-	-1,418.05
Paycheck	09/20/2014	5266	Carter, Christopher		-SPLIT-	-2,738.82
Paycheck	09/20/2014	5268	Carter, Jason		-SPLIT-	-949.34
Paycheck	09/20/2014	5271	Fontine, Taylor		-SPLIT-	-1,059.69
Paycheck	09/20/2014	5272	Gallien, Kyle		-SPLIT-	-1,624.19
Paycheck	09/20/2014	5273	Garcia, Ivan		-SPLIT-	-2,830.47
Paycheck	09/20/2014	5267	Carter, James		-SPLIT-	-1,725.75
Paycheck	09/20/2014	5275	Greer, Jimmy		-SPLIT-	-1,856.73
Paycheck	09/20/2014	5276	Hebert, Aaron		-SPLIT-	-2,145.12
Paycheck	09/20/2014	5277	Klingman, Darrel		-SPLIT-	-1,553.70
Paycheck	09/20/2014	5260	Orta, Rudy		-SPLIT-	-867.54
Paycheck	09/20/2014	5285	Spinks, Caleb		-SPLIT-	-1,528.12
Paycheck	09/20/2014	5286	Steele, Robin		-SPLIT-	-2,441.33
Paycheck	09/20/2014	5287	Therrien, Felicia		-SPLIT-	-1,059.92
Paycheck	09/20/2014	5264	Bailey, Brian		-SPLIT-	-2,102.80
Paycheck	09/20/2014	5269	Carter, Thomasina		-SPLIT-	-735.45
Paycheck	09/20/2014	5270	Castillo, John		-SPLIT-	-2,297.42
Paycheck	09/20/2014	5274	Gomez, Raul		-SPLIT-	-1,205.95
Paycheck	09/20/2014	5279	Moncado, Luciano		-SPLIT-	-651.80
Paycheck	09/20/2014	5281	Reyes, Juan C		-SPLIT-	-982.60
Paycheck	09/20/2014	5282	Reyes, Valentin		-SPLIT-	-2,483.73
Paycheck	09/20/2014	5283	Rising, Stan		-SPLIT-	-2,073.75
Paycheck	09/20/2014	5284	Rising, Susan		-SPLIT-	-2,460.50
Paycheck	09/20/2014	5288	Valencia, Luis		-SPLIT-	-1,775.53
Paycheck	09/20/2014	5289	Bronson, James		-SPLIT-	-36.94
Paycheck	09/24/2014	5290	Klingman, Darrel		-SPLIT-	-854.38
Paycheck	09/26/2014	5291	Trejo, Antonio R		-SPLIT-	-661.34
Paycheck	09/26/2014	5293	Manzo, Leonardo		-SPLIT-	-288.99
Paycheck	09/30/2014	5294	Castillo, John		-SPLIT-	-204.08
Paycheck	09/30/2014	5295	Garcia, Ivan	Direct Deposit	-SPLIT-	-246.11
Paycheck	09/30/2014	5296	Reyes, Valentin		-SPLIT-	-204.10
Paycheck	10/05/2014	5297	Adams, Thomas W		-SPLIT-	-2,776.59
Paycheck	10/05/2014	5300	Bihm, John A		-SPLIT-	-6,315.49
Paycheck	10/05/2014	5301	Carter, Christopher		-SPLIT-	-3,759.18
Paycheck	10/05/2014	5302	Carter, James		-SPLIT-	-1,769.78
Paycheck	10/05/2014	5306	Fontine, Taylor		-SPLIT-	-947.02
Paycheck	10/05/2014	5308	Garcia, Ivan		-SPLIT-	-4,417.57
Paycheck	10/05/2014	5310	Greer, Jimmy		-SPLIT-	-3,081.04
Paycheck	10/05/2014	5311	Hebert, Aaron		-SPLIT-	-2,145.12
Paycheck	10/05/2014	5312	Hebert, Frances		-SPLIT-	-338.40
Paycheck	10/05/2014	5313	Klingman, Darrel		-SPLIT-	-3,429.38
Paycheck	10/05/2014	5318	Orta, Rudy		-SPLIT-	-287.29
Paycheck	10/05/2014	5319	Reyes, Juan C	VOID:	-SPLIT-	0.00
Paycheck	10/05/2014	5321	Spinks, Caleb		-SPLIT-	-1,550.76
Paycheck	10/05/2014	5322	Steele, Robin		-SPLIT-	-2,441.34
Paycheck	10/05/2014	5323	Therrien, Felicia		-SPLIT-	-1,043.46
Paycheck	10/05/2014	5324	Trejo, Antonio R		-SPLIT-	-1,506.21
Paycheck	10/05/2014	5299	Bailey, Brian		-SPLIT-	-2,665.19
Paycheck	10/05/2014	5298	Armstrong, Nathan		-SPLIT-	-914.21
Paycheck	10/05/2014	5303	Carter, Jason		-SPLIT-	-981.84
Paycheck	10/05/2014	5304	Carter, Thomasina		-SPLIT-	-681.35
Paycheck	10/05/2014	5305	Castillo, John		-SPLIT-	-3,598.22
Paycheck	10/05/2014	5307	Gallien, Kyle		-SPLIT-	-1,388.15
Paycheck	10/05/2014	5309	Gomez, Raul		-SPLIT-	-1,341.10
Paycheck	10/05/2014	5314	Manzo, Leonardo		-SPLIT-	-1,304.16
Paycheck	10/05/2014	5316	Miller, Brandon		-SPLIT-	-92.74
Paycheck	10/05/2014	5317	Moncado, Luciano		-SPLIT-	-651.80
Paycheck	10/05/2014	5320	Reyes, Valentin		-SPLIT-	-4,075.72
Paycheck	10/05/2014	5325	Valencia, Luis		-SPLIT-	-1,065.62
Paycheck	10/05/2014	5292	Reyes, Juan C		-SPLIT-	-1,044.47
Paycheck	10/20/2014	5326	Adams, Thomas W		-SPLIT-	-2,776.59
Paycheck	10/20/2014	5328	Bihm, John A		-SPLIT-	-1,418.05
Paycheck	10/20/2014	5329	Carter, Christopher		-SPLIT-	-2,506.54
Paycheck	10/20/2014	5331	Carter, Jason		-SPLIT-	-863.90
Paycheck	10/20/2014	5334	Fontine, Taylor		-SPLIT-	-967.16
Paycheck	10/20/2014	5336	Garcia, Ivan		-SPLIT-	-2,188.40
Paycheck	10/20/2014	5337	Gomez, Raul		-SPLIT-	-1,230.34
Paycheck	10/20/2014	5338	Greer, Jimmy		-SPLIT-	-1,586.72
Paycheck	10/20/2014	5339	Hebert, Aaron		-SPLIT-	-2,145.12
Paycheck	10/20/2014	5340	Klingman, Darrel		-SPLIT-	-2,054.26
Paycheck	10/20/2014	5344	Orta, Rudy		-SPLIT-	-293.96
Paycheck	10/20/2014	5346	Reyes, Valentin		-SPLIT-	-1,752.24
Paycheck	10/20/2014	5349	Spinks, Caleb		-SPLIT-	-1,757.28
Paycheck	10/20/2014	5350	Steele, Robin		-SPLIT-	-2,441.32
Paycheck	10/20/2014	5351	Therrien, Felicia		-SPLIT-	-937.87
Paycheck	10/20/2014	5353	Valencia, Luis		-SPLIT-	-1,470.95
Paycheck	10/20/2014	5330	Carter, James		-SPLIT-	-1,876.20
Paycheck	10/20/2014	5327	Bailey, Brian		-SPLIT-	-2,102.80
Paycheck	10/20/2014	5332	Carter, Thomasina		-SPLIT-	-699.41
Paycheck	10/20/2014	5333	Castillo, John		-SPLIT-	-1,717.10
Paycheck	10/20/2014	5335	Gallien, Kyle		-SPLIT-	-1,461.82
Paycheck	10/20/2014	5341	Manzo, Leonardo		-SPLIT-	-813.73
Paycheck	10/20/2014	5343	Moncado, Luciano		-SPLIT-	-651.80
Paycheck	10/20/2014	5345	Reyes, Juan C		-SPLIT-	-632.71
Paycheck	10/20/2014	5347	Rising, Stan		-SPLIT-	-2,073.75
Paycheck	10/20/2014	5348	Rising, Susan		-SPLIT-	-2,460.50
Paycheck	10/20/2014	5352	Trejo, Antonio R		-SPLIT-	-982.14
Paycheck	10/23/2014	5354	Gallien, Kyle		-SPLIT-	-139.45
Paycheck	10/23/2014	5355	Gomez, Raul		-SPLIT-	-136.95

Type	Date	Num	Name	Memo	Split	Amount
Paycheck	11/05/2014	5356	Adams, Thomas W		-SPLIT-	-3,043.27
Paycheck	11/05/2014	5357	Bailey, Brian		-SPLIT-	-4,752.46
Paycheck	11/05/2014	5358	Bihm, John A		-SPLIT-	-1,496.55
Paycheck	11/05/2014	5359	Carter, Christopher		-SPLIT-	-3,217.02
Paycheck	11/05/2014	5360	Carter, James		-SPLIT-	-2,000.73
Paycheck	11/05/2014	5361	Carter, Jason		-SPLIT-	-452.08
Paycheck	11/05/2014	5363	Castillo, John		-SPLIT-	-1,578.76
Paycheck	11/05/2014	5364	Fontine, Taylor		-SPLIT-	-856.20
Paycheck	11/05/2014	5365	Gallien, Kyle		-SPLIT-	-1,061.68
Paycheck	11/05/2014	5366	Garcia, Ivan		-SPLIT-	-1,924.61
Paycheck	11/05/2014	5368	Greer, Jimmy	Direct Deposit	-SPLIT-	-2,067.80
Paycheck	11/05/2014	5369	Hebert, Aaron		-SPLIT-	-2,145.12
Paycheck	11/05/2014	5370	Klingman, Darrel		-SPLIT-	-2,558.74
Paycheck	11/05/2014	5371	Manzo, Leonardo		-SPLIT-	-741.00
Paycheck	11/05/2014	5373	Miller, Brandon		-SPLIT-	-66.95
Paycheck	11/05/2014	5374	Moncado, Luciano		-SPLIT-	-961.20
Paycheck	11/05/2014	5375	Orta, Rudy		-SPLIT-	-362.93
Paycheck	11/05/2014	5376	Reyes, Juan C		-SPLIT-	-457.93
Paycheck	11/05/2014	5377	Reyes, Valentin		-SPLIT-	-1,305.03
Paycheck	11/05/2014	5380	Spinks, Caleb		-SPLIT-	-2,150.51
Paycheck	11/05/2014	5381	Steele, Robin		-SPLIT-	-2,441.33
Paycheck	11/05/2014	5382	Therrien, Felicia		-SPLIT-	-1,060.16
Paycheck	11/05/2014	5383	Trejo, Antonio R		-SPLIT-	-825.58
Paycheck	11/05/2014	5384	Valencia, Luis		-SPLIT-	-2,021.91
Paycheck	11/05/2014	5362	Carter, Thomasina		-SPLIT-	-690.44
Paycheck	11/05/2014	5367	Gomez, Raul		-SPLIT-	-1,677.52
Paycheck	11/05/2014	5378	Rising, Stan		-SPLIT-	-2,073.75
Paycheck	11/05/2014	5379	Rising, Susan		-SPLIT-	-2,460.50
Paycheck	11/05/2014	5385	Grabel, Dakota		-SPLIT-	-1,058.90
Paycheck	11/06/2014	5386	Therrien, Felicia		-SPLIT-	-140.76
Paycheck	11/20/2014	5387	Adams, Thomas W		-SPLIT-	-2,776.59
Paycheck	11/20/2014	5389	Bihm, John A		-SPLIT-	-1,418.04
Paycheck	11/20/2014	5390	Carter, Christopher		-SPLIT-	-2,211.51
Paycheck	11/20/2014	5391	Carter, James		-SPLIT-	-2,011.05
Paycheck	11/20/2014	5393	Castillo, John		-SPLIT-	-1,396.73
Paycheck	11/20/2014	5394	Fontine, Taylor		-SPLIT-	-970.80
Paycheck	11/20/2014	5395	Gallien, Kyle		-SPLIT-	-924.19
Paycheck	11/20/2014	5396	Garcia, Ivan		-SPLIT-	-1,790.39
Paycheck	11/20/2014	5398	Grabel, Dakota		-SPLIT-	-835.56
Paycheck	11/20/2014	5399	Greer, Jimmy		-SPLIT-	-1,075.09
Paycheck	11/20/2014	5400	Hebert, Aaron		-SPLIT-	-2,145.13
Paycheck	11/20/2014	5401	Klingman, Darrel		-SPLIT-	-2,497.80
Paycheck	11/20/2014	5404	Orta, Rudy		-SPLIT-	-189.23
Paycheck	11/20/2014	5405	Reyes, Valentin		-SPLIT-	-1,325.89
Paycheck	11/20/2014	5406	Spinks, Caleb		-SPLIT-	-1,668.76
Paycheck	11/20/2014	5407	Steele, Robin		-SPLIT-	-2,441.34
Paycheck	11/20/2014	5408	Therrien, Felicia		-SPLIT-	-901.04
Paycheck	11/20/2014	5409	Trejo, Antonio R		-SPLIT-	-802.89
Paycheck	11/20/2014	5410	Valencia, Luis		-SPLIT-	-1,641.76
Paycheck	11/20/2014	5388	Bailey, Brian		-SPLIT-	-2,102.80
Paycheck	11/20/2014	5392	Carter, Thomasina		-SPLIT-	-606.59
Paycheck	11/20/2014	5397	Gomez, Raul		-SPLIT-	-1,276.23
Paycheck	11/20/2014	5402	Manzo, Leonardo		-SPLIT-	-563.62
Paycheck	12/05/2014	5413	Adams, Thomas W		-SPLIT-	-3,163.34
Paycheck	12/05/2014	5415	Bihm, John A		-SPLIT-	-1,947.58
Paycheck	12/05/2014	5416	Carter, Christopher		-SPLIT-	-2,721.36
Paycheck	12/05/2014	5422	Garcia, Ivan		-SPLIT-	-1,407.19
Paycheck	12/05/2014	5424	Grabel, Dakota		-SPLIT-	-861.41
Paycheck	12/05/2014	5425	Greer, Jimmy		-SPLIT-	-1,596.50
Paycheck	12/05/2014	5426	Hebert, Aaron		-SPLIT-	-3,650.03
Paycheck	12/05/2014	5427	Klingman, Darrel		-SPLIT-	-2,176.19
Paycheck	12/05/2014	5429	McNeal, James		-SPLIT-	-1,964.94
Paycheck	12/05/2014	5431	Orta, Rudy		-SPLIT-	-940.82
Paycheck	12/05/2014	5433	Spinks, Caleb		-SPLIT-	-1,310.97
Paycheck	12/05/2014	5434	Steele, Robin		-SPLIT-	-2,441.32
Paycheck	12/05/2014	5435	Therrien, Felicia		-SPLIT-	-920.19
Paycheck	12/05/2014	5414	Bailey, Brian		-SPLIT-	-2,933.50
Paycheck	12/05/2014	5430	Miller, Brandon		-SPLIT-	-87.04
Paycheck	12/05/2014	5417	Carter, James		-SPLIT-	-1,478.81
Paycheck	12/05/2014	5418	Carter, Thomasina		-SPLIT-	-667.55
Paycheck	12/05/2014	5419	Castillo, John		-SPLIT-	-846.61
Paycheck	12/05/2014	5420	Fontine, Taylor		-SPLIT-	-575.06
Paycheck	12/05/2014	5421	Gallien, Kyle		-SPLIT-	-1,043.76
Paycheck	12/05/2014	5423	Gomez, Raul		-SPLIT-	-764.54
Paycheck	12/05/2014	5428	Manzo, Leonardo		-SPLIT-	-517.21
Paycheck	12/05/2014	5432	Reyes, Valentin		-SPLIT-	-906.17
Paycheck	12/05/2014	5436	Trejo, Antonio R		-SPLIT-	-906.55
Paycheck	12/05/2014	5437	Valencia, Luis		-SPLIT-	-1,342.74
Total 11000 - Third Coast-Payroll						-264,636.92

Total 11000 - Third Coast-Payroll

11000 - Third Coast-Operating

Bill Pmt -Check	09/12/2014	9150	ArmorShred		20000 - Accounts Payable	-449.50
Bill Pmt -Check	09/12/2014	9152	National Networks		20000 - Accounts Payable	-1,527.89
Bill Pmt -Check	09/12/2014	9153	Terry Wuenschel Jefferson County Tax		20000 - Accounts Payable	-510.00
Bill Pmt -Check	09/12/2014	9154	Texas Gas Service	6850B	20000 - Accounts Payable	-18.50
Bill Pmt -Check	09/12/2014	9156	St. Charles Catholic Church		20000 - Accounts Payable	-410.00
Bill Pmt -Check	09/16/2014	9157	AT&T Long Distance		20000 - Accounts Payable	-49.58
Bill Pmt -Check	09/17/2014	9249	Fastenal	PO#2058	20000 - Accounts Payable	-641.01
Bill Pmt -Check	09/17/2014	9250	Fred Millers		20000 - Accounts Payable	-74.20
Bill Pmt -Check	09/17/2014	9251	General American Life Insurance Co		20000 - Accounts Payable	-808.72
Bill Pmt -Check	09/17/2014	9252	HCTRA		20000 - Accounts Payable	-312.13
Bill Pmt -Check	09/17/2014	9253	Milton's Lube & Inspection		20000 - Accounts Payable	-289.80
Bill Pmt -Check	09/17/2014	9254	Smart Truck & Trailer	PO#2177 /Asb Trailer	20000 - Accounts Payable	-11.87
Bill Pmt -Check	09/17/2014	9256	Tiger Offshore Rentals		20000 - Accounts Payable	-3,985.77
Bill Pmt -Check	09/17/2014	9257	Triangle Clinic, LLC.		20000 - Accounts Payable	-440.00
Bill Pmt -Check	09/17/2014	9258	West Mgmt. of Texas, Inc.		20000 - Accounts Payable	-1,177.67
Bill Pmt -Check	09/17/2014	9259	West End Hardware		20000 - Accounts Payable	-96.44
Bill Pmt -Check	09/17/2014	9260	Xactware	PO#2088	20000 - Accounts Payable	-811.88
Bill Pmt -Check	09/18/2014	9158	Coastal Waste Disposal, Inc.	PO#1928	20000 - Accounts Payable	-403.38
Bill Pmt -Check	09/18/2014	9267	Leon Dugas		20000 - Accounts Payable	-140.00
Bill Pmt -Check	09/18/2014	9268	Louisiana Department of Revenue		20000 - Accounts Payable	-186.00
Bill Pmt -Check	09/19/2014	9159	RSP Group LLC		20000 - Accounts Payable	-10,400.00
Bill Pmt -Check	09/19/2014	9160	RSP Group LLC	Anadarko Lucius Spar/Pest	20000 - Accounts Payable	-1,298.00
Bill Pmt -Check	09/19/2014	9161	RSP Group LLC	PA-14-0023 Hillcorp	20000 - Accounts Payable	-1,635.00
Bill Pmt -Check	09/19/2014	9162	RSP Group LLC	Hillcorp Jeanerette	20000 - Accounts Payable	-192.00
Bill Pmt -Check	09/19/2014	9163	RSP Group LLC	Hillcorp Jeanerette	20000 - Accounts Payable	-5,577.00
Bill Pmt -Check	09/19/2014	9164	RSP Group LLC	Hillcorp Jeanerette	20000 - Accounts Payable	-185.00
Bill Pmt -Check	09/20/2014	9165	Ernesto Luna		20000 - Accounts Payable	-1,259.50

Type	Date	Num	Name	Memo	Split	Amount
Bill Pmt-Check	09/20/2014	9166	Maria Aguilar		20000 - Accounts Payable	-1,464.00
Bill Pmt-Check	09/20/2014	9167	Jason Pyles		20000 - Accounts Payable	-700.00
Bill Pmt-Check	10/02/2014	9169	Community Bank of Texas		20000 - Accounts Payable	-394.35
Bill Pmt-Check	10/09/2014	9170	Action Overhead Door, LLC	PO#1989 / 5215	20000 - Accounts Payable	-508.33
Bill Pmt-Check	10/09/2014	9171	Advance Auto Parts/AAP Financial Service		20000 - Accounts Payable	-173.16
Bill Pmt-Check	10/09/2014	9172	Certified Laboratories	PO# 1958	20000 - Accounts Payable	-1,395.41
Bill Pmt-Check	10/09/2014	9173	Eastex Rubber & Gasket Co., Inc.	PO#2011	20000 - Accounts Payable	-17.94
Bill Pmt-Check	10/09/2014	9174	Fastenal		20000 - Accounts Payable	-532.95
Bill Pmt-Check	10/09/2014	9175	FP Mailing Solutions	PO#1948	20000 - Accounts Payable	-32.48
Bill Pmt-Check	10/09/2014	9176	Fred Millers		20000 - Accounts Payable	-257.48
Bill Pmt-Check	10/09/2014	9177	Industrial Safety Training Council	86668	20000 - Accounts Payable	-1,215.97
Bill Pmt-Check	10/09/2014	9178	McKinney Trailer Rentals	PO# 2004	20000 - Accounts Payable	-318.75
Bill Pmt-Check	10/09/2014	9179	Milton's Lube & Inspection		20000 - Accounts Payable	-416.15
Bill Pmt-Check	10/09/2014	9180	Modica Bros.		20000 - Accounts Payable	-421.02
Bill Pmt-Check	10/09/2014	9181	Munro's Safety Apparel	300013	20000 - Accounts Payable	-370.16
Bill Pmt-Check	10/09/2014	9182	Office Depot	6011564101060134	20000 - Accounts Payable	-356.33
Bill Pmt-Check	10/09/2014	9183	Ryder Transportation Services	PO#1962	20000 - Accounts Payable	-436.16
Bill Pmt-Check	10/09/2014	9184	Sierra Springs		20000 - Accounts Payable	-630.22
Bill Pmt-Check	10/09/2014	9185	Staples Advantage	PO#2019	20000 - Accounts Payable	-368.05
Bill Pmt-Check	10/09/2014	9186	Tiger Offshore Rentals	PO#2002	20000 - Accounts Payable	-140.40
Bill Pmt-Check	10/09/2014	9187	Triangle Clinic, LLC.		20000 - Accounts Payable	-456.00
Bill Pmt-Check	10/09/2014	9188	Wast Mgmt. of Texas, Inc.		20000 - Accounts Payable	-505.47
Bill Pmt-Check	10/09/2014	9189	West End Hardware		20000 - Accounts Payable	-70.06
Bill Pmt-Check	10/09/2014	9190	Xactware	PO#2003	20000 - Accounts Payable	-811.88
Bill Pmt-Check	10/09/2014	9191	City of Groves-Water & Sewer		20000 - Accounts Payable	-33.65
Bill Pmt-Check	10/09/2014	9192	Entergy		20000 - Accounts Payable	-2,263.22
Bill Pmt-Check	10/09/2014	9193	AT&T		20000 - Accounts Payable	-238.47
Bill Pmt-Check	10/09/2014	9194	Jackson National Life Insurance Company		20000 - Accounts Payable	-525.20
Bill Pmt-Check	10/10/2014	9195	Guardian Force		20000 - Accounts Payable	-443.42
Bill Pmt-Check	10/10/2014	9196	M&D Supply		20000 - Accounts Payable	-502.04
Bill Pmt-Check	10/10/2014	9197	Manning's Office Solutions	PO# 1703	20000 - Accounts Payable	-323.66
Bill Pmt-Check	10/10/2014	9198	McKinney Trailer Rentals	PO#2045	20000 - Accounts Payable	-318.75
Bill Pmt-Check	10/10/2014	9199	Modica Bros.	PO#2012 / 85	20000 - Accounts Payable	-1,124.65
Bill Pmt-Check	10/10/2014	9200	Smart Truck & Trailer	AWT0042	20000 - Accounts Payable	-62.00
Bill Pmt-Check	10/10/2014	9201	Terry Wuenschel Jefferson County Tax		20000 - Accounts Payable	-1,043.28
Bill Pmt-Check	10/10/2014	9202	Action Overhead Door, LLC	Front Bay Door	20000 - Accounts Payable	-594.83
Bill Pmt-Check	10/10/2014	9203	Terry Wuenschel Jefferson County Tax	Replacement Plate	20000 - Accounts Payable	-7.00
Bill Pmt-Check	10/10/2014		Home Depot Credit Services		20000 - Accounts Payable	-490.53
Bill Pmt-Check	10/10/2014		Home Depot Credit Services		20000 - Accounts Payable	-1,121.03
Bill Pmt-Check	10/13/2014	9204	ARAMSCO	PO#1898	20000 - Accounts Payable	-4,246.60
Bill Pmt-Check	10/13/2014	9205	BKW Environmental Services		20000 - Accounts Payable	-5,193.78
Bill Pmt-Check	10/13/2014	9206	Certified Laboratories	PO#1998	20000 - Accounts Payable	-1,047.90
Bill Pmt-Check	10/13/2014	9207	Distribution International		20000 - Accounts Payable	-2,604.06
Bill Pmt-Check	10/13/2014	9208	Munro's Safety Apparel	300013	20000 - Accounts Payable	-185.97
Bill Pmt-Check	10/13/2014	9209	Murphy, Rodgers, Sloss & Gambel		20000 - Accounts Payable	-4,273.25
Bill Pmt-Check	10/13/2014	9210	Wast Mgmt. of Texas, Inc.		20000 - Accounts Payable	-6,695.25
Bill Pmt-Check	10/13/2014		Lowe's Companies, Inc.	9900 060987 7	20000 - Accounts Payable	-4,522.26
Bill Pmt-Check	10/14/2014		Home Depot Credit Services		20000 - Accounts Payable	-2,310.47
Bill Pmt-Check	10/14/2014	9211	Attaboy Termite & Pest Control, Inc.		20000 - Accounts Payable	-11,992.00
Bill Pmt-Check	10/15/2014	9212	Granger Circle G Ranch-Kenny Granger		20000 - Accounts Payable	-3,000.00
Bill Pmt-Check	10/15/2014	9213	AT&T Long Distance		20000 - Accounts Payable	-39.24
Bill Pmt-Check	10/15/2014	9214	Carquest Auto Parts	PO#2018/53	20000 - Accounts Payable	-123.34
Bill Pmt-Check	10/15/2014	9215	Coastal Waste Disposal, Inc.	PO#1973	20000 - Accounts Payable	-378.88
Bill Pmt-Check	10/15/2014	9216	Disa Inc.		20000 - Accounts Payable	-154.50
Bill Pmt-Check	10/15/2014	9217	Guardian Force	PO# 1999 /5215	20000 - Accounts Payable	-1,769.90
Bill Pmt-Check	10/15/2014	9218	Sunbelt	PO# 1972	20000 - Accounts Payable	-828.91
Bill Pmt-Check	10/15/2014	9219	Texas Gas Service	6850 Howe St Apt B	20000 - Accounts Payable	-17.71
Bill Pmt-Check	10/15/2014	9220	Acadian Hardwoods of Texas, Inc.	PO# 2017	20000 - Accounts Payable	-112.79
Bill Pmt-Check	10/15/2014	9221	L P Ranch	Mertzen Lease	20000 - Accounts Payable	-12,500.00
Bill Pmt-Check	10/16/2014	9222	ADR SERVICES, INC.	Arbitration ETherm	20000 - Accounts Payable	-1,800.00
Bill Pmt-Check	10/16/2014	9223	RSP Group LLC	Constitution	20000 - Accounts Payable	-10,400.00
Bill Pmt-Check	10/16/2014	9224	RSP Group LLC		20000 - Accounts Payable	-1,391.00
Bill Pmt-Check	10/16/2014	9225	RSP Group LLC	Old City Court / Lake Charles / Broad St.	20000 - Accounts Payable	-450.00
Bill Pmt-Check	10/16/2014	9226	RSP Group LLC		20000 - Accounts Payable	-670.00
Bill Pmt-Check	10/16/2014	9227	RSP Group LLC		20000 - Accounts Payable	-594.00
Bill Pmt-Check	10/20/2014	9228	Ernesto Luna		20000 - Accounts Payable	-1,276.00
Bill Pmt-Check	10/20/2014	9229	Juana Lila Faris		20000 - Accounts Payable	-1,816.00
Bill Pmt-Check	10/20/2014	9230	Maria Aguilar		20000 - Accounts Payable	-1,224.00
Bill Pmt-Check	10/20/2014	9231	Marvin Velosquez		20000 - Accounts Payable	-1,310.00
Bill Pmt-Check	10/20/2014	9232	IPFS	3 Think is 4	20000 - Accounts Payable	-7,849.66
Bill Pmt-Check	10/22/2014	9234	Terry Wuenschel Jefferson County Tax		20000 - Accounts Payable	-129.00
Bill Pmt-Check	10/22/2014	9235	S.W.A.T. Towing, LLC		20000 - Accounts Payable	-150.00
Bill Pmt-Check	10/22/2014	9236	Lowe's Companies, Inc.	9900 060987 7	20000 - Accounts Payable	-13.30
Bill Pmt-Check	10/23/2014	9237	RSP Group LLC	Brock- Citgo Safety	20000 - Accounts Payable	-1,164.00
Bill Pmt-Check	10/23/2014	9238	RSP Group LLC	HVAC Director Office/Brock/Citgo	20000 - Accounts Payable	-475.00
Bill Pmt-Check	10/23/2014	9239	RSP Group LLC	City of LC/City Hall	20000 - Accounts Payable	-95.00
Bill Pmt-Check	10/23/2014	9240	Gulf Coast Automotive		20000 - Accounts Payable	-143.24
Bill Pmt-Check	10/23/2014	9241	Larry's Refrigeration		20000 - Accounts Payable	-1,649.02
Bill Pmt-Check	10/23/2014	9242	Meyer Smith, Inc.	UTSA Tread Replacement	20000 - Accounts Payable	-17,809.66
Bill Pmt-Check	10/23/2014	9243	Dabney Garage Doors	Rear 5215 Doors	20000 - Accounts Payable	-1,743.37
Bill Pmt-Check	10/24/2014	9244	The Front End Shop	A/C Evaporator coil & hoses	20000 - Accounts Payable	-1,215.90
Bill Pmt-Check	10/24/2014	9245	Searcy & Searcy, P.C.		20000 - Accounts Payable	-61,717.00
Bill Pmt-Check	10/24/2014	9246	The Catholic Church of Vega		20000 - Accounts Payable	-1,500.00
Bill Pmt-Check	10/28/2014	9247	Long's Superior Builders, Inc.	PA-14-0163-Rcon	20000 - Accounts Payable	-1,550.00
Bill Pmt-Check	10/31/2014		American Campus Charities Foundation	QuickBooks generated zero amount transaction	20000 - Accounts Payable	0.00
Bill Pmt-Check	11/10/2014	9262	Dept. of State Health Services - MC 2003		20000 - Accounts Payable	-103.00
Bill Pmt-Check	11/10/2014	9270	RSP Group LLC	Anadarko 14-0129 Independence Hub	20000 - Accounts Payable	-10,900.00
Bill Pmt-Check	11/10/2014	9271	RSP Group LLC	Anadarko #0130 Marco Polo	20000 - Accounts Payable	-10,900.00
Bill Pmt-Check	11/11/2014	9263	Community Bank of Texas		20000 - Accounts Payable	-407.50
Bill Pmt-Check	11/11/2014	9264	Texas Comptroller of Public Accounts	76-0591039	20000 - Accounts Payable	-50.00
Bill Pmt-Check	11/11/2014	9265	Texas Comptroller of Public Accounts	Tax 76-0591039	20000 - Accounts Payable	-50.00
Bill Pmt-Check	11/20/2014	9275	AT&T		20000 - Accounts Payable	-258.47
Bill Pmt-Check	11/20/2014	9276	Entergy		20000 - Accounts Payable	-2,589.73
Bill Pmt-Check	11/20/2014	9277	Ernesto Luna		20000 - Accounts Payable	-946.00
Bill Pmt-Check	11/20/2014	9278	Juana Lila Faris	0194DL	20000 - Accounts Payable	-2,284.00
Bill Pmt-Check	11/20/2014	9279	Texas Gas Service		20000 - Accounts Payable	-80.72
Bill Pmt-Check	11/20/2014	9280	Maria Aguilar		20000 - Accounts Payable	-720.00
Bill Pmt-Check	11/20/2014	9281	Shelby Dixon		20000 - Accounts Payable	-2,000.00
Bill Pmt-Check	11/21/2014	9283	Advance Auto Parts/AAP Financial Service		20000 - Accounts Payable	-136.27
Bill Pmt-Check	11/21/2014	9284	Entergy	6850 Apt B	20000 - Accounts Payable	-109.62
Bill Pmt-Check	11/23/2014	9285	Texas Gas Service	6850B	20000 - Accounts Payable	-22.16
Bill Pmt-Check	11/23/2014	9286	The Front End Shop	Oil Change 132123 Mileage	20000 - Accounts Payable	-125.00
Bill Pmt-Check	11/26/2014	9287	Modica Bros.		20000 - Accounts Payable	-1,773.73
Bill Pmt-Check	11/28/2014	9288	Five Star Feeds		20000 - Accounts Payable	-400.00
Bill Pmt-Check	12/01/2014	9289	Advance Auto Parts/AAP Financial Service	PO#2229 / 77	20000 - Accounts Payable	-28.13
Bill Pmt-Check	12/01/2014	9290	Arthur J Gallagher		20000 - Accounts Payable	-500.00
Bill Pmt-Check	12/01/2014	9291	Classic Forms and Products, Inc.	PO#2180	20000 - Accounts Payable	-187.33
Bill Pmt-Check	12/01/2014	9292	Coastal Waste Disposal, Inc.		20000 - Accounts Payable	-1,134.64

Type	Date	Num	Name	Memo	Split	Amount
Bill Pmt-Check	12/01/2014	9293	Eastex Rubber & Gasket Co., Inc.	PO#2163	20000 - Accounts Payable	-73.56
Bill Pmt-Check	12/01/2014	9294	Fastenal		20000 - Accounts Payable	-97.75
Bill Pmt-Check	12/01/2014	9295	Guardian Force	PO#2129 /5332 inspection	20000 - Accounts Payable	-111.22
Bill Pmt-Check	12/01/2014	9296	Leon Dugas	Inspection Req.	20000 - Accounts Payable	-175.00
Bill Pmt-Check	12/01/2014	9297	Linn's State Inspections	PO#2206 / T4/69	20000 - Accounts Payable	-124.00
Bill Pmt-Check	12/01/2014	9298	Sierra Springs		20000 - Accounts Payable	-87.87
Bill Pmt-Check	12/01/2014	9299	Smart Truck & Trailer	PO#2223	20000 - Accounts Payable	-83.20
Bill Pmt-Check	12/01/2014	9300	Twin City Auto		20000 - Accounts Payable	-400.00
Bill Pmt-Check	12/01/2014	9301	West End Hardware		20000 - Accounts Payable	-38.48
Bill Pmt-Check	12/04/2014	9303	BKW Environmental Services	PO# 2033	20000 - Accounts Payable	-4,808.15
Bill Pmt-Check	12/04/2014	9304	Industrial Safety Training Council	86668	20000 - Accounts Payable	-1,011.42
Bill Pmt-Check	12/04/2014	9305	JanPak Supply Solutions	PO#2067	20000 - Accounts Payable	-299.39
Bill Pmt-Check	12/04/2014	9306	M&D Supply		20000 - Accounts Payable	-125.50
Bill Pmt-Check	12/04/2014	9307	McKinney Trailer Rentals	PO#2165	20000 - Accounts Payable	-318.75
Bill Pmt-Check	12/04/2014	9308	Milton's Lube & Inspection		20000 - Accounts Payable	-100.95
Bill Pmt-Check	12/04/2014	9309	Occucare International	PO#2006	20000 - Accounts Payable	-100.00
Bill Pmt-Check	12/04/2014	9310	Office Depot	6011564101060134	20000 - Accounts Payable	-220.29
Bill Pmt-Check	12/04/2014	9311	Ritter Lumber Co.	6176	20000 - Accounts Payable	-691.60
Bill Pmt-Check	12/04/2014	9312	RSP Group LLC		20000 - Accounts Payable	-1,803.00
Bill Pmt-Check	12/04/2014	9313	Sherwin Williams		20000 - Accounts Payable	-993.36
Bill Pmt-Check	12/04/2014	9314	Smart Truck & Trailer	PO#2236 / #53	20000 - Accounts Payable	-9.82
Bill Pmt-Check	12/04/2014	9315	Staples Advantage		20000 - Accounts Payable	-512.66
Bill Pmt-Check	12/04/2014	9316	TX TAG	PO#2214 / #54	20000 - Accounts Payable	-6.26
Bill Pmt-Check	12/04/2014		Home Depot Credit Services		20000 - Accounts Payable	-281.15
Bill Pmt-Check	12/04/2014	9317	Carquest Auto Parts		20000 - Accounts Payable	-175.05
Bill Pmt-Check	12/04/2014	9318	Certified Laboratories	PO# 2182	20000 - Accounts Payable	-886.30
Bill Pmt-Check	12/04/2014	9319	CMS IP Technologies		20000 - Accounts Payable	-900.64
Bill Pmt-Check	12/05/2014	9320	AT&T		20000 - Accounts Payable	-277.79
Bill Pmt-Check	12/05/2014	9321	Community Bank of Texas		20000 - Accounts Payable	-394.35
Bill Pmt-Check	12/05/2014	9322	Diget		20000 - Accounts Payable	-357.22
Bill Pmt-Check	12/05/2014	9323	Prime Choice Rentals	PO#2059	20000 - Accounts Payable	-50.17
Bill Pmt-Check	12/05/2014	9324	Texas Gas Service		20000 - Accounts Payable	-131.86
Bill Pmt-Check	12/05/2014	9325	Xactware	PO#2104	20000 - Accounts Payable	-811.88
Bill Pmt-Check	12/05/2014	9326	City of Groves-Water & Sewer	6850B	20000 - Accounts Payable	-39.45
Bill Pmt-Check	12/05/2014	9327	City of Port Arthur Water		20000 - Accounts Payable	-422.34
Bill Pmt-Check	12/05/2014	9328	Juana Lila Fans		20000 - Accounts Payable	-1,816.00
Bill Pmt-Check	12/05/2014	9329	Maria Agular		20000 - Accounts Payable	-857.52
Bill Pmt-Check	12/08/2014	9330	Entergy		20000 - Accounts Payable	-2,283.95
Bill Pmt-Check	12/08/2014	9331	Dabney Garage Doors	Rear 5215 Doors	20000 - Accounts Payable	-1,743.36
Bill Pmt-Check	12/08/2014	9332	Entergy	5332 Twin City Hwy	20000 - Accounts Payable	-147.99
Bill Pmt-Check	12/08/2014	9333	Five Star Feeds	Weed Killer	20000 - Accounts Payable	-460.74
Check	09/17/2014	Debit	Wells Fargo	24030 - LOC - Wells Fargo Business		-1,500.00
Check	09/19/2014	Debit	Bank of America	21200 - Bank of America CC		-5,000.00
Check	09/22/2014	Debit	Great America Financial Services	27500 - Great America-Telephone		-477.22
Check	09/23/2014	Debit	American Express	21110 - AmExp-Austin		-984.65
Check	09/23/2014	CCADJ		Fee ID=1047295578	70140 - Bank Service Charges	-66.10
Check	09/25/2014	Debit	Sheffield Financial	27400 - Sheffield Financial - Exmark		-242.46
Check	09/25/2014	Debit	Mansfield Oil	70240 - Fuel		-3,653.94
Check	09/25/2014	Debit	Third Coast Bank, SSB	-SPLT-		-13,272.11
Check	09/26/2014	Debit	Bank of America	21362 - BOA Motorsports - 7624		-717.61
Check	09/26/2014	Debit		Service Charge	70140 - Bank Service Charges	-93.03
Check	09/29/2014	Debit	Ford Credit	27120 - 2012 Ford F350		-1,284.01
Check	09/29/2014	Debit	Ford Credit	27110 - 2011 Ford E350		-1,093.79
Check	09/30/2014	Debit	Blue Cross Blue Shield of Texas-N	70263 - Health Insurance		-3,058.28
Check	09/30/2014	CCADJ		Fee ID=1048402662	70140 - Bank Service Charges	-9.95
Check	10/01/2014	Debit	GE Capital	70360 - Rental Expenses		-288.49
Check	10/06/2014	Debit	American Express	21151 - Hebert - 94193		-27,062.49
Check	10/06/2014	Debit	Great America Financial Services	70305 - Office Expense		-319.15
Check	10/08/2014	CCADJ		Fee ID=1050378136	70140 - Bank Service Charges	-72.75
Check	10/09/2014	CCADJ		Fee ID=1050613024	70140 - Bank Service Charges	-72.75
Check	10/10/2014	Debit	Mansfield Oil	70240 - Fuel		-3,776.46
Check	10/10/2014	CCADJ		Fee ID=1050799058	70140 - Bank Service Charges	-72.75
Check	10/14/2014	Debit	American Express	21130 - AmExp-SRising		-8,092.64
Check	10/14/2014	Debit	Bank of America	21200 - Bank of America CC		-6,000.00
Check	10/14/2014	CCADJ		Fee ID=1051256742	70140 - Bank Service Charges	-28.64
Check	10/17/2014	Debit	Third Coast Bank, SSB	-SPLT-		-18,151.20
Check	10/17/2014	Debit	Third Coast Bank, SSB	-SPLT-		-18,151.20
Check	10/20/2014	1247	Sams Club	70420 - Shop Supplies		-138.01
Check	10/21/2014	Debit	Great America Financial Services	27500 - Great America-Telephone		-477.22
Check	10/21/2014	Debit	American Express	21110 - AmExp-Austin		-1,785.41
Check	10/21/2014	9233	Coker's Doors & Windows	041874-00 Doors	50201 - Cost of Services-COGS	-552.08
Check	10/22/2014	Debit	Pleat, Perry & Ritchie, P.A.	Florida/Legal/Wire Transfer	Pleat, Perry & Ritchie - FL	-7,850.00
Check	10/23/2014	Debit	Sheffield Financial	27400 - Sheffield Financial - Exmark		-242.46
Check	10/23/2014	CCADJ		Fee ID=1052466160	70140 - Bank Service Charges	-58.25
Check	10/23/2014	Debit	America First Insurance	70262 - WC		-1,333.62
Check	10/24/2014	Debit	IPFS	70260 - Insurance		-6,966.78
Check	10/24/2014	Debit	IPFS	70260 - Insurance		-2,284.45
Check	10/25/2014	Debit	Sheffield Financial	27400 - Sheffield Financial - Exmark		-242.46
Check	10/27/2014	Debit	Mansfield Oil	70240 - Fuel		-4,145.76
Check	10/27/2014	Debit	Third Coast Bank, SSB	-SPLT-		-13,272.11
Check	10/27/2014	Debit	Third Coast Bank, SSB	Debit WFA Invoice / Appraisal	70140 - Bank Service Charges	-1,750.00
Check	10/27/2014	Debit		Service Charge	70140 - Bank Service Charges	-80.02
Check	10/28/2014	Debit	GE Capital	70360 - Rental Expenses		-288.49
Check	10/31/2014	Debit	Blue Cross Blue Shield of Texas-N	70263 - Health Insurance		-3,058.28
Check	10/31/2014	9261	G.W. Savage Corporation	Refund for overpayment. No sales tax	15000 - Accounts Receivable	-184.80
Check	10/31/2014	CCADJ		Fee ID=1053856698	70140 - Bank Service Charges	-9.95
Check	11/04/2014	Debit	Wells Fargo	24030 - LOC - Wells Fargo Business		-1,200.00
Check	11/05/2014	Debit	American Express	21151 - Hebert - 94193		-17,597.52
Check	11/05/2014	Debit	Great America Financial Services	27500 - Great America-Telephone		-319.15
Check	11/05/2014	Debit	American Express	21154 - Hebert - 1000		-120.90
Check	11/08/2014	9248	Sams Club	70420 - Shop Supplies		-293.44
Check	11/10/2014	Debit	Mansfield Oil	70240 - Fuel		-4,885.80
Check	11/11/2014	CCADJ		Fee ID=1056016052	70140 - Bank Service Charges	-17.52
Check	11/12/2014	Debit	American Express	21130 - AmExp-SRising		-2,860.83
Check	11/12/2014	Debit	Third Coast Bank, SSB	-SPLT-		-18,151.20
Check	11/13/2014	Debit	Colonial Insurance	70260 - Insurance		-913.32
Check	11/13/2014	9269	Parts House	50200 - Materials Costs-COGS		-445.88
Check	11/18/2014	9272	Port Arthur Teachers Credit Union	15000 - Accounts Receivable		-180.94
Check	11/20/2014	Debit	Great America Financial Services	27500 - Great America-Telephone		-477.22
Check	11/20/2014	Debit	American Express	21110 - AmExp-Austin		-827.40
Check	11/20/2014	9273	University of Louisiana at Lafayette	Bid Bond Dryer Vents	19050 - Bond Asset	-2,600.04
Check	11/21/2014	9282	Sams Club	70364 - Selling Exp		-460.99
Check	11/25/2014	Debit	Sheffield Financial	27400 - Sheffield Financial - Exmark		-242.46
Check	11/25/2014	Debit	Mansfield Oil	70240 - Fuel		-5,269.36
Check	11/25/2014	Debit	Blue Cross Blue Shield of Texas-N	70263 - Health Insurance		-4,193.07
Check	11/25/2014	Debit	Third Coast Bank, SSB	-SPLT-		-13,272.11
Check	11/27/2014	Debit		Service Charge	70140 - Bank Service Charges	-88.81
Check	11/30/2014	CCADJ		Fee ID=1058971290	70140 - Bank Service Charges	-9.95

Type	Date	Num	Name	Memo	Split	Amount
Check	11/30/2014	Debit	Mansfield Oil		70240 - Fuel	-2,421.34
Check	12/02/2014	Debit	GE Capital		70360 - Rental Expenses	-288.49
Check	12/04/2014	Debit	Great America Financial Services		27500 - Great America-Telephone	-319.15
Check	12/04/2014	92166	Terry Wuenschel Jefferson County Tax	Replacement Tags	50110 - Automobile Expense-COGS	-14.00
Check	12/05/2014	Debit	American Express		21130 - AmExp-SRising	-8,479.50
Check	12/05/2014	Debit	Bank of America		21362 - BOA Motorsports - 7624	-6,000.00
Check	12/06/2014	CCADJ		Fee ID=1060297966	70140 - Bank Service Charges	-21.86
Check	12/06/2014	Debit	American Express		21150 - AMEX Corp - Credit Card	-17,229.57
Check	12/10/2014	9302	3-D Plumbing		70362 - Repairs and Maintenance	-900.00
Check	12/10/2014	Debit	American Express		21110 - AmExp-Austin	-567.65
Check	12/10/2014	CCADJ		Fee ID=1060775676	70140 - Bank Service Charges	-10.40
General Journal	10/01/2014	141005_02	DryTime Inc.	Bounced Check# 3423	15000 - Accounts Receivable	-6,000.00
General Journal	11/21/2014	141121_02			-SPLIT-	50,000.00
Liability Check	09/22/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 148414672	-SPLIT-	-16,526.52
Liability Check	09/22/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 148437212	-SPLIT-	-6.12
Liability Check	09/22/2014	Debit	Colonial Insurance		-SPLIT-	-1,046.68
Liability Check	09/24/2014	Debit	American Interstate Insurance Company	AVWCTX2036962011	24072 - WC Payable	-2,644.54
Liability Check	09/24/2014	9134	American Interstate Insurance Company	AVWCTX2036962011	24072 - WC Payable	-2,883.54
Liability Check	09/24/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 148739582	-SPLIT-	-323.40
Liability Check	09/26/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 149182602	-SPLIT-	-290.34
Liability Check	09/30/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 149332322	-SPLIT-	-108.42
Liability Check	09/30/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 149380502	-SPLIT-	-68.56
Liability Check	10/06/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 151740482	-SPLIT-	-23,503.12
Liability Check	10/21/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 206766637	-SPLIT-	-48.48
Liability Check	10/21/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 206766817	-SPLIT-	-15,263.58
Liability Check	10/23/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 207624847	-SPLIT-	-52.76
Liability Check	10/23/2014	Debit	American Interstate Insurance Company	AVWCTX2036962011	24072 - WC Payable	-2,633.50
Liability Check	10/23/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 207739837	24070 - Payroll Liabilities	-169.26
Liability Check	11/05/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 157289342	-SPLIT-	-17,740.28
Liability Check	11/06/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 210417547	-SPLIT-	-296.68
Liability Check	11/11/2014	Debit	Colonial Insurance		-SPLIT-	-913.32
Liability Check	11/21/2014	Debit	American Interstate Insurance Company	AVWCTX2036962011	24072 - WC Payable	-2,683.89
Liability Check	11/25/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 213512867	-SPLIT-	-12,228.16
Liability Check	12/05/2014	E-pay	United States Treasury	76-0591039 QB Tracking # 159937162	-SPLIT-	-13,356.58
Sales Tax Payment	09/19/2014	Debit	Texas Comptroller of Public Accounts		-SPLIT-	-2,952.40
Sales Tax Payment	10/20/2014	Debit	Texas Comptroller of Public Accounts		-SPLIT-	-1,928.21
Sales Tax Payment	11/14/2014	Debit	Texas Comptroller of Public Accounts		-SPLIT-	-4,993.96
Sales Tax Payment	12/10/2014	Debit	Texas Comptroller of Public Accounts		-SPLIT-	-1,436.57
Transfer	09/15/2014			Funds Transfer	11000 - Third Coast-Payroll	-60.26
Transfer	09/16/2014			Funds Transfer	11000 - Third Coast-Payroll	-7,685.26
Transfer	09/19/2014			Funds Transfer	11500 - PEX Card	-5,000.00
Transfer	09/19/2014			Funds Transfer	11000 - Third Coast-Payroll	-12,378.80
Transfer	09/23/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-1,725.75
Transfer	09/23/2014			Funds Transfer	11000 - Third Coast-Payroll	-1,775.53
Transfer	09/24/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-10,887.68
Transfer	09/25/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-18,175.32
Transfer	09/26/2014			Funds Transfer	11000 - Third Coast-Payroll	-1,947.23
Transfer	09/29/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-4,245.05
Transfer	09/30/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-1,892.67
Transfer	10/01/2014			Funds Transfer	11000 - Third Coast-Payroll	-907.45
Transfer	10/02/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-2,976.82
Transfer	10/03/2014			Funds Transfer	11000 - Third Coast-Payroll	-2,277.83
Transfer	10/06/2014			Funds Transfer from Wells Fargo to Third Coast	11300 - Wells Fargo Checking - Boerne	50,000.00
Transfer	10/07/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-9,015.04
Transfer	10/08/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-27,866.95
Transfer	10/10/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-8,611.26
Transfer	10/10/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-1,506.21
Transfer	10/15/2014			Funds Transfer	11500 - PEX Card	-5,000.00
Transfer	10/15/2014			Funds Transfer	11000 - Third Coast-Payroll	-5,741.40
Transfer	10/15/2014			Funds Transfer	11000 - Third Coast-Payroll	-4,909.94
Transfer	10/16/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-4,290.24
Transfer	10/17/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-1,065.62
Transfer	10/22/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-5,990.65
Transfer	10/22/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-11,893.04
Transfer	10/23/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-9,683.36
Transfer	10/24/2014			Funds Transfer	11000 - Third Coast-Payroll	-3,900.41
Transfer	10/27/2014			Funds Transfer	11000 - Third Coast-Payroll	-3,535.19
Transfer	11/04/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-2,441.32
Transfer	11/06/2014			Funds Transfer	11000 - Third Coast-Payroll	-2,000.73
Transfer	11/06/2014			Funds Transfer	11000 - Third Coast-Payroll	-3,326.94
Transfer	11/08/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-24,351.12
Transfer	11/10/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-12,391.31
Transfer	11/12/2014			Funds Transfer	11500 - PEX Card	-3,000.00
Transfer	11/13/2014			Funds Transfer	11500 - PEX Card	-3,000.00
Transfer	11/14/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-2,804.26
Transfer	11/14/2014			Funds Transfer	11000 - Third Coast-Payroll	-539.19
Transfer	11/20/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-2,011.05
Transfer	11/21/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-7,549.35
Transfer	11/24/2014			Funds Transfer	11000 - Third Coast-Payroll	-14,061.07
Transfer	11/25/2014			Funds Transfer	11000 - Third Coast-Payroll	-2,666.42
Transfer	11/26/2014			Funds Transfer	11000 - Third Coast-Payroll	-4,040.91
Transfer	11/28/2014			Funds Transfer	11000 - Third Coast-Payroll	-66.95
Transfer	12/02/2014			Funds Transfer	11000 - Third Coast-Payroll	-802.89
Transfer	12/04/2014			Funds Transfer	11500 - PEX Card	-5,000.00
Transfer	12/04/2014			Funds Transfer	11000 - Third Coast-Payroll	-2,441.34
Transfer	12/05/2014			Funds Transfer	11000 - Third Coast-Payroll	-2,569.45
Transfer	12/08/2014			Funds Transfer	11000 - Third Coast-Payroll	-8,163.34
Transfer	12/09/2014			Funds Transfer	11000 - Third Coast-Payroll	-12,647.64
Transfer	12/10/2014			Funds Transfer from operating to payroll	11000 - Third Coast-Payroll	-3,082.74
Total 11100 - Third Coast-Operating						-884,853.08
11120 - Petty Cash - Port Arthur						
General Journal	09/19/2014	140919_01	Carter, James		16600 - Payroll Advance	-400.00
Total 11120 - Petty Cash - Port Arthur						-400.00
11300 - Wells Fargo Checking - Boerne						
Bill Pmt-Check	09/17/2014	2628	Texas Department of State Health Services	Ole Del Rio Middle School Bldg A & B	20000 - Accounts Payable	-330.00
Bill Pmt-Check	09/17/2014	2629	Martha E. Kapparis	2011 F350	20000 - Accounts Payable	-666.00
Bill Pmt-Check	09/17/2014	2630	Emergy	6850B	20000 - Accounts Payable	-141.56
Bill Pmt-Check	09/17/2014	2631	Sherwin Williams	PO#1889 /5215	20000 - Accounts Payable	-295.18
Bill Pmt-Check	09/17/2014	2632	Alamo 1	Del Rio Middle School	20000 - Accounts Payable	-73,672.00
Bill Pmt-Check	09/17/2014	2633	Alamo 1	Bexar County Courthouse	20000 - Accounts Payable	-8,394.00
Bill Pmt-Check	09/17/2014	2634	IPFS		20000 - Accounts Payable	-7,135.55
Bill Pmt-Check	09/19/2014	2635	Betco Scaffolds		20000 - Accounts Payable	-18,822.36
Bill Pmt-Check	09/19/2014	2636	Lift Sale of Texas		20000 - Accounts Payable	-300.00
Bill Pmt-Check	09/19/2014		Lowe's Companies, Inc.	9900 060987 7	20000 - Accounts Payable	-4,359.31
Bill Pmt-Check	09/19/2014	2637	Hertz Equipment Rental Corp.		20000 - Accounts Payable	-11,378.64
Bill Pmt-Check	09/22/2014	2640	Robert Lanos		20000 - Accounts Payable	-600.00

Type	Date	Num	Name	Memo	Split	Amount
Bill Pmt-Check	09/22/2014	2641	Marvin Velosquez		20000 - Accounts Payable	-1,680.00
Bill Pmt-Check	09/22/2014	2642	Juana Lila Faris		20000 - Accounts Payable	-2,234.00
Bill Pmt-Check	09/23/2014	2643	M&D Supply		20000 - Accounts Payable	-387.42
Bill Pmt-Check	09/23/2014	2644	Sierra Springs	PO#1929	20000 - Accounts Payable	-240.32
Bill Pmt-Check	09/23/2014	2645	State Board of Contractors		20000 - Accounts Payable	-200.00
Bill Pmt-Check	09/23/2014	2646	Wast Mgmt. of Texas, Inc.	PO#1930 / late fees from job (PA-14-0023-Rec)	20000 - Accounts Payable	-12.88
Bill Pmt-Check	09/23/2014	2647	Time Warner		20000 - Accounts Payable	-72.15
Bill Pmt-Check	09/26/2014	2648	Alamo Glass of Port Arthur, Inc.	PO#1942 / 86	20000 - Accounts Payable	-510.09
Bill Pmt-Check	09/26/2014	2649	Wast Mgmt. of Texas, Inc.		20000 - Accounts Payable	-1,977.25
Bill Pmt-Check	09/26/2014	2650	Texas Department of State Health Services	NAVFAC SE/NAS JRB 1251 Depot Ave, Naval	20000 - Accounts Payable	-103.00
Bill Pmt-Check	09/26/2014	2651	Dept. of State Health Services - MC 2003		20000 - Accounts Payable	-20.00
Bill Pmt-Check	09/29/2014	2652	Modica Bros.	PO# 1947 / 87	20000 - Accounts Payable	-100.98
Bill Pmt-Check	09/29/2014	2653	City of Port Arthur Water		20000 - Accounts Payable	-308.06
Bill Pmt-Check	09/29/2014	2654	Nathan Reynolds, Jr.	ETherm	20000 - Accounts Payable	-350.00
Bill Pmt-Check	09/29/2014	2655	The Front End Shop	Battery change	20000 - Accounts Payable	-125.00
Bill Pmt-Check	10/01/2014	2656	Strong Pipkin Bissell & Ledyard, LLP		20000 - Accounts Payable	-800.00
Bill Pmt-Check	10/02/2014	2657	Rising, Susan (Vendor)	#529	20000 - Accounts Payable	-1,028.00
Bill Pmt-Check	10/02/2014	2658	McKinney Trailer Rentals		20000 - Accounts Payable	-318.75
Bill Pmt-Check	10/02/2014	2659	Ryder Transportation Services	PO#1909	20000 - Accounts Payable	-1,037.80
Bill Pmt-Check	10/03/2014	2660	Beaumont Tractor Company, Inc.		20000 - Accounts Payable	-131.43
Bill Pmt-Check	10/03/2014	2661	Texas Gas Service		20000 - Accounts Payable	-77.69
Bill Pmt-Check	10/03/2014	2662	CMH Enterprises Inc.		20000 - Accounts Payable	-7,528.35
Bill Pmt-Check	10/03/2014	2663	Kaighlen Carter		20000 - Accounts Payable	-100.00
Bill Pmt-Check	10/06/2014	2664	Juana Lila Faris		20000 - Accounts Payable	-2,115.00
Bill Pmt-Check	10/06/2014	2665	Marvin Velosquez		20000 - Accounts Payable	-1,550.00
Bill Pmt-Check	10/06/2014	2666	Ernesto Luna		20000 - Accounts Payable	-1,488.30
Bill Pmt-Check	10/06/2014	2667	Maria Aguilar		20000 - Accounts Payable	-1,839.60
Bill Pmt-Check	10/08/2014	2669	State Board of Contractors	Name Correction	20000 - Accounts Payable	-50.00
Bill Pmt-Check	10/10/2014	2670	TIPS		20000 - Accounts Payable	-6,083.63
Bill Pmt-Check	10/23/2014	2671	Meyer Smith, Inc.	UTSA Tread Replacement	20000 - Accounts Payable	-70,000.00
Bill Pmt-Check	10/29/2014	2672	Murphy, Rodgers, Sloss & Gambel		20000 - Accounts Payable	-1,260.00
Bill Pmt-Check	10/29/2014	2684	Bank of America		20000 - Accounts Payable	-1,625.41
Bill Pmt-Check	10/30/2014	2685	Lift Safe of Texas		20000 - Accounts Payable	-500.00
Bill Pmt-Check	10/30/2014	2686	Twin City Auto		20000 - Accounts Payable	-400.00
Bill Pmt-Check	10/30/2014	2687	National Networks		20000 - Accounts Payable	-3,783.09
Bill Pmt-Check	10/30/2014	2688	The Front End Shop	Brakes	20000 - Accounts Payable	-397.22
Bill Pmt-Check	10/30/2014	2689	Eastex Rubber & Gasket Co., Inc.	PO#2057	20000 - Accounts Payable	-17.94
Bill Pmt-Check	10/30/2014	2690	Entergy	6850 Howe St Apt B	20000 - Accounts Payable	-127.21
Bill Pmt-Check	10/30/2014	2691	Lederer Weston Craig PLC		20000 - Accounts Payable	-2,078.85
Bill Pmt-Check	10/30/2014	2692	Romero's Glass Co.		20000 - Accounts Payable	-501.37
Bill Pmt-Check	10/31/2014	2693	Iron 4-H		20000 - Accounts Payable	-500.00
Bill Pmt-Check	11/03/2014	2694	Terry Wuenschel Jefferson County Tax	1GNMD19W9WB125036	20000 - Accounts Payable	-62.00
Bill Pmt-Check	11/05/2014	2697	Marvin Velosquez		20000 - Accounts Payable	-1,340.00
Bill Pmt-Check	11/05/2014	2698	Ernesto Luna		20000 - Accounts Payable	-1,408.00
Bill Pmt-Check	11/05/2014	2699	Maria Aguilar		20000 - Accounts Payable	-1,368.00
Bill Pmt-Check	11/05/2014	2700	Juana Lila Faris		20000 - Accounts Payable	-1,998.00
Bill Pmt-Check	11/06/2014	2701	Ron's		20000 - Accounts Payable	-1,850.00
Bill Pmt-Check	11/06/2014	2702	Leon Dugas		20000 - Accounts Payable	-225.00
Bill Pmt-Check	11/06/2014	2703	Astex Environmental Services		20000 - Accounts Payable	-9,967.50
Bill Pmt-Check	11/06/2014	2704	The Stamp Pad		20000 - Accounts Payable	-41.03
Bill Pmt-Check	11/14/2014	2715	AT&T Long Distance		20000 - Accounts Payable	-44.63
Bill Pmt-Check	11/14/2014	2716	City of Groves-Water & Sewer	6850B	20000 - Accounts Payable	-39.66
Bill Pmt-Check	11/14/2014	2717	City of Port Arthur Water		20000 - Accounts Payable	-244.93
Bill Pmt-Check	11/19/2014	2718	Leon Dugas		20000 - Accounts Payable	-125.00
Bill Pmt-Check	11/19/2014	2719	Sherwin Williams		20000 - Accounts Payable	-844.74
Bill Pmt-Check	11/21/2014	2720	Pawcon, Ltd.		20000 - Accounts Payable	-2,095.00
Bill Pmt-Check	12/01/2014		Lowe's Companies, Inc.	9900 060987 7	20000 - Accounts Payable	-2,193.60
Bill Pmt-Check	12/05/2014	2721	Ernesto Luna		20000 - Accounts Payable	-1,103.30
Bill Pmt-Check	12/08/2014	2724	Milton's Lube & Inspection	#85 Brian 7/8/13	20000 - Accounts Payable	-121.90
Bill Pmt-Check	12/08/2014	2725	Oak Hills Pest Control		20000 - Accounts Payable	-102.84
Bill Pmt-Check	12/08/2014	2726	Staples Advantage	PO#2060	20000 - Accounts Payable	-321.38
Bill Pmt-Check	12/10/2014	2727	Disa Inc.		20000 - Accounts Payable	-490.37
Bill Pmt-Check	12/10/2014	2728	Industrial Safety Training Council	86668	20000 - Accounts Payable	-109.61
Bill Pmt-Check	12/10/2014	2729	Terry Wuenschel Jefferson County Tax		20000 - Accounts Payable	-242.00
Bill Pmt-Check	12/10/2014	2730	Hertz Equipment Rental Corp.		20000 - Accounts Payable	-4,266.78
Bill Pmt-Check	12/10/2014	2731	Terry Wuenschel Jefferson County Tax		20000 - Accounts Payable	-156.00
Bill Pmt-Check	12/10/2014	2732	Louisiana Dept. of Agriculture & Forestry		20000 - Accounts Payable	-500.00
Bill Pmt-Check	12/10/2014	2733	Granger Circle G Ranch-Kenny Granger		20000 - Accounts Payable	-10,000.00
Bill Pmt-Check	12/10/2014	2734	ARAMSCO		20000 - Accounts Payable	-3,835.97
Bill Pmt-Check	12/10/2014	2735	Wast Mgmt. of Texas, Inc.		20000 - Accounts Payable	-3,493.22
Bill Pmt-Check	12/10/2014	2736	McGown Oil Company		20000 - Accounts Payable	-2,030.02
Bill Pmt-Check	12/10/2014	2737	Strong Pipkin Bissell & Ledyard, LLP		20000 - Accounts Payable	-1,048.86
Check	09/16/2014	2626	Greer, Jimmy	50# Shrimp Mertzzen	70460 - Reimbursed Expenses	-250.00
Check	09/17/2014	2627	Terry Wuenschel Jefferson County Tax	Unit #3	50110 - Automobile Expense-COGS	-56.00
Check	09/22/2014	2638	Greer, Jimmy	9	70460 - Reimbursed Expenses	-300.00
Check	09/22/2014	Debit	Sprint		70380 - Telephone	-272.05
Check	09/23/2014	2639	U S Department of State	Passport	70270 - Licenses/Permits	-185.44
Check	09/25/2014	Debit	Community Bank of Texas		19110 - 5215 Corporation	-7,914.00
Check	09/26/2014	2550	Johnny Goddich DBA OBIS	#42 Enrique	50110 - Automobile Expense-COGS	-350.00
Check	10/01/2014	2552	McNeal, James	Laredo Job - Home Depot - Tractor Supply	70460 - Reimbursed Expenses	-513.18
Check	10/03/2014	Debit	Xactware Solutions, Inc.		70200 - Dues & Subscriptions	-135.31
Check	10/11/2014			Service Charge	70140 - Bank Service Charges	-25.18
Check	10/21/2014	Debit	Sprint		70380 - Telephone	-249.18
Check	10/25/2014	Debit	Community Bank of Texas		19110 - 5215 Corporation	-7,914.00
Check	10/28/2014	Debit	GVTC		70200 - Dues & Subscriptions	-470.86
Check	11/04/2014	2696	City of Port Arthur Land Fill	30 Yd Trailer	50201 - Cost of Services-COGS	-162.50
Check	11/06/2014	Debit	Xactware Solutions, Inc.		70200 - Dues & Subscriptions	-135.31
Check	11/12/2014			Service Charge	70140 - Bank Service Charges	-20.36
Check	11/19/2014	Debit	Sprint		70380 - Telephone	-279.88
Check	11/23/2014	2561	Up and Down Garage Doors		70362 - Repairs and Maintenance	-4,100.00
Check	11/23/2014	Debit	GVTC		70200 - Dues & Subscriptions	-388.98
Check	11/25/2014	Debit	Community Bank of Texas		19110 - 5215 Corporation	-7,914.00
Check	11/26/2014	2560	McNeal, James	Truck 48	50110 - Automobile Expense-COGS	-564.27
Check	12/06/2014	Debit	Xactware Solutions, Inc.		70200 - Dues & Subscriptions	-135.31
Check	12/06/2014	2722	Sams Club		70420 - Shop Supplies	-106.43
Paycheck	09/20/2014	2555	McNeal, James		-SPLT-	-1,964.93
Paycheck	09/30/2014	Debit	Post, Keith		-SPLT-	-206.86
Paycheck	09/30/2014	Debit	Fischer, Larry		-SPLT-	-206.86
Paycheck	10/05/2014	2556	McNeal, James		-SPLT-	-1,964.94
Paycheck	10/20/2014	2556	McNeal, James		-SPLT-	-1,964.93
Paycheck	11/05/2014	2558	McNeal, James		-SPLT-	-1,964.94
Paycheck	11/20/2014	2557	McNeal, James		-SPLT-	-1,964.93
Transfer	10/06/2014			Funds Transfer from Wells Fargo to Third Coast 1100 - Third Coast-Operating		-50,000.00
						-387,103.18

Total 11300 - Wells Fargo Checking - Boerne

TOTAL

-1,569,856.35

November 30, 2013 through November 30, 2014

Type	Date	Num	Memo	Account	Clr	Amount
Adams, Thomas W						
Paycheck	12/05/2013	4533	11000 · Third Coast-Payroll		√	3,927.38
Paycheck	12/19/2013	4616	11000 · Third Coast-Payroll		√	461.75
Paycheck	12/20/2013	4586	11000 · Third Coast-Payroll		√	2,772.60
Paycheck	01/05/2014	4617	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	01/20/2014	4646	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	02/05/2014	4676	11000 · Third Coast-Payroll		√	4,309.40
Paycheck	02/20/2014	4711	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	03/05/2014	4738	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	03/20/2014	4770	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	04/05/2014	4824	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	04/20/2014	4853	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	05/05/2014	4928	11000 · Third Coast-Payroll		√	3,144.26
Paycheck	05/20/2014	4951	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	06/05/2014	5001	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	06/20/2014	5052	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	07/03/2014	5126	11000 · Third Coast-Payroll		√	3,489.71
Paycheck	07/20/2014	5128	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	07/31/2014	5198	11000 · Third Coast-Payroll		√	3,403.02
Paycheck	08/20/2014	5200	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	09/05/2014	5233	11000 · Third Coast-Payroll		√	3,550.09
Paycheck	09/20/2014	5262	11000 · Third Coast-Payroll		√	2,776.60
Paycheck	10/05/2014	5297	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	10/20/2014	5326	11000 · Third Coast-Payroll		√	2,776.59
Paycheck	11/05/2014	5356	11000 · Third Coast-Payroll		√	3,043.27
Paycheck	11/20/2014	5387	11000 · Third Coast-Payroll		√	2,776.59
Total Adams, Thomas W						72,526.99
Bryson, Todd						
Paycheck	12/05/2013	4536	11000 · Third Coast-Payroll		√	2,588.26
Paycheck	12/19/2013	4565	11000 · Third Coast-Payroll		√	492.75
Paycheck	12/20/2013	4589	11000 · Third Coast-Payroll		√	1,405.17
Paycheck	01/05/2014	4620	11000 · Third Coast-Payroll		√	1,270.48
Paycheck	01/20/2014	4649	11000 · Third Coast-Payroll		√	1,053.12
Paycheck	02/05/2014	4680	11000 · Third Coast-Payroll		√	1,617.85
Paycheck	06/26/2014	5090	11000 · Third Coast-Payroll		√	5,153.08
Total Bryson, Todd						13,580.71
Hebert, Aaron						
Paycheck	12/05/2013	4545	11000 · Third Coast-Payroll		√	2,147.81
Paycheck	12/16/2013	2068	10500 · Gulf Credit Union-Checking		√	8,596.90
Paycheck	12/20/2013	4598	11000 · Third Coast-Payroll		√	2,338.92
Paycheck	01/05/2014	4629	11000 · Third Coast-Payroll		√	2,145.12
Paycheck	01/20/2014	4658	11000 · Third Coast-Payroll		√	2,145.13
Paycheck	02/05/2014	4689	11000 · Third Coast-Payroll		√	2,145.12

November 30, 2013 through November 30, 2014

Type	Date	Num	Memo	Account	Clr	Amount
Paycheck	02/20/2014	4722		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	03/05/2014	4750		11000 · Third Coast-Payroll	√	4,658.53
Paycheck	03/20/2014	4781		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	04/05/2014	4835		11000 · Third Coast-Payroll	√	3,569.89
Paycheck	04/20/2014	4864		11000 · Third Coast-Payroll	√	2,145.13
Paycheck	05/05/2014	4939		11000 · Third Coast-Payroll	√	2,945.90
Paycheck	05/20/2014	4962		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	06/05/2014	5013		11000 · Third Coast-Payroll	√	3,852.41
Paycheck	06/20/2014	5067		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	07/03/2014	5107		11000 · Third Coast-Payroll	√	5,125.15
Paycheck	07/20/2014	5144		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	07/31/2014	5180		11000 · Third Coast-Payroll	√	4,431.56
Paycheck	08/20/2014	5215		11000 · Third Coast-Payroll	√	2,145.13
Paycheck	09/05/2014	5247		11000 · Third Coast-Payroll	√	6,639.47
Paycheck	09/20/2014	5276		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	10/05/2014	5311		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	10/20/2014	5339		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	11/05/2014	5369		11000 · Third Coast-Payroll	√	2,145.12
Paycheck	11/20/2014	5400		11000 · Third Coast-Payroll	√	2,145.13
Total Hebert, Aaron						76,483.38
Rising, Stan						
Paycheck	12/05/2013	4556		11000 · Third Coast-Payroll	√	2,071.75
Paycheck	12/20/2013	4609		11000 · Third Coast-Payroll	√	2,071.75
Paycheck	01/05/2014	4639		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	01/20/2014	4668		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	02/05/2014	4699		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	02/20/2014	4731		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	03/05/2014	4760		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	03/20/2014	4790		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	04/05/2014	4844		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	04/20/2014	4872		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	05/05/2014	4908		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	05/20/2014	4972		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	06/05/2014	5024		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	06/20/2014	5078		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	07/03/2014	5117		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	07/20/2014	5153		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	07/31/2014	5189		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	08/20/2014	5223		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	09/05/2014	5256		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	09/20/2014	5283		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	10/20/2014	5347		11000 · Third Coast-Payroll	√	2,073.75
Paycheck	11/05/2014	5378		11000 · Third Coast-Payroll	√	2,073.75
Total Rising, Stan						45,618.50

November 30, 2013 through November 30, 2014

Type	Date	Num	Memo	Account	Clr	Amount
Rising, Susan						
Paycheck	12/05/2013	4557		11000 · Third Coast-Payroll	√	2,458.50
Paycheck	12/20/2013	4610		11000 · Third Coast-Payroll	√	2,458.50
Paycheck	01/05/2014	4640		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	01/20/2014	4669		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	02/05/2014	4700		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	02/20/2014	4732		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	03/05/2014	4761		11000 · Third Coast-Payroll	√	5,146.91
Paycheck	03/20/2014	4791		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	04/05/2014	4845		11000 · Third Coast-Payroll	√	4,008.27
Paycheck	04/20/2014	4873		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	05/05/2014	4919		11000 · Third Coast-Payroll	√	3,355.29
Paycheck	05/20/2014	4973		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	06/05/2014	5025		11000 · Third Coast-Payroll	√	4,303.78
Paycheck	06/20/2014	5079		11000 · Third Coast-Payroll		2,460.50
Paycheck	07/03/2014	5118		11000 · Third Coast-Payroll	√	5,614.52
Paycheck	07/20/2014	5154		11000 · Third Coast-Payroll		2,460.50
Paycheck	07/31/2014	5190		11000 · Third Coast-Payroll	√	4,909.94
Paycheck	08/20/2014	5224		11000 · Third Coast-Payroll	√	2,460.50
Paycheck	09/05/2014	5257		11000 · Third Coast-Payroll		7,252.85
Paycheck	09/20/2014	5284		11000 · Third Coast-Payroll		2,460.50
Paycheck	10/20/2014	5348		11000 · Third Coast-Payroll		2,460.50
Paycheck	11/05/2014	5379		11000 · Third Coast-Payroll		2,460.50
Total Rising, Susan						<u>71,495.06</u>
TOTAL						<u><u>279,704.64</u></u>

	Type	Date	Num	Adj	Name	Memo	Class	Clr	Split	Debit
31400 - Shareholder Distributions										
	Check	12/16/2013	Debit		Stan and Susan Rising	Transfer to SASRE for Sandia	10500 - Gulf Credit Union-Checking			5,000.00
	General Journal	11/30/2014	141130_01			Take RLOC to Distribution	19200 - Stan & Susan Rising			<u>53,786.04</u>
Total 31400 - Shareholder Distributions										<u>58,786.04</u>
TOTAL										<u>58,786.04</u>