

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:

REVOLVE SOLAR (TX) INC.,

REVOLVE SOLAR (CA) INC.,

Debtors.

§
§
§
§
§
§
§

CASE NO. 16-10897-tmd

CASE NO. 16-10899-hcm

JOINT DISCLOSURE STATEMENT DATED SEPTEMBER 22, 2016

Joyce Lindauer
Texas State Bar No. 21555700
Joyce W. Lindauer Attorney, PLLC
12720 Hillcrest Road, Suite 625
Dallas, Texas 75230
Telephone: (972) 503-4033

**COUNSEL FOR DEBTORS AND
DEBTORS-IN-POSSESSION**

TABLE OF CONTENTS

ARTICLE I – INTRODUCTION.....	3
ARTICLE II - REPRESENTATIONS.....	9
ARTICLE III - FINANCIAL PICTURE OF THE DEBTOR.....	10
ARTICLE IV - ANALYSIS AND VALUATION OF PROPERTY.....	11
ARTICLE V - SUMMARY OF THE PLAN.....	13
ARTICLE VI – PROVISIONS FOR SATISFACTION OF CLAIMS AND INTERESTS	13
ARTICLE VII - MEANS FOR IMPLEMENTATION OF PLAN	20
ARTICLE VIII – TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	20
ARTICLE IX - FEASIBILITY OF PLAN	20
ARTICLE X - ALTERNATIVES TO DEBTOR’S PLAN.....	21
ARTICLE XI - RISKS TO CREDITORS UNDER DEBTOR’S PLAN.....	21
ARTICLE XII - TAX CONSEQUENCES TO THE DEBTOR	21
ARTICLE XIII - PENDING LITIGATION	24
ARTICLE XIV - SUMMARY OF SIGNIFICANT ORDERS ENTERED DURING THE CASE.....	24
EXHIBITS:	
Plan	A
Projections	B
MOR Reports	C
Claims Chart.....	D

ARTICLE I

INTRODUCTION

1.01 Revolve Solar (TX) Inc. (“Revolve TX”) and Revolve Solar (CA) Inc. (“Revolve CA”) (collectively, “Debtors”) each filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq. (“**Code**”) on July 31, 2016 in the United States Bankruptcy Court for the Western District of Texas, Austin Division (“**Court**”) [Docket No. 1], initiating the above-styled and referenced bankruptcy proceedings. The **Debtors** are operating their businesses as **Debtors-in-Possession** pursuant to Sections 1107 and 1108 of the **Code**.

Purpose of This Disclosure; Sources of Information

1.02. **Debtors** submit this Disclosure pursuant to Section 1125 of the **Code** to all known **Claimants** of **Debtors** for the purpose of disclosing that information which the **Court** has determined is material, important, and necessary for **Creditors** of, and the Members of, **Debtors** in order to arrive at an intelligent, reasonably informed decision in exercising the right to vote for acceptance or rejection of the **Debtors’ Plan**. A copy of the Plan is attached hereto as **Exhibit “A”** and incorporated herein by this reference. The Plan sets forth in detail the repayment arrangement between the Debtors and their creditors. This Disclosure describes the operations of the **Debtors** contemplated under the **Plan**. Any accounting information contained in the case has been done on a cash basis and herein has been provided by the **Debtors** and has been prepared using the cash method of accounting.

Explanation of Chapter 11

1.03 Chapter 11 is the principal reorganization chapter of the **Code**. Pursuant to Chapter 11, a debtor is authorized to reorganize its business for its own benefit and that of its creditors and equity interest holders. Formulation of a plan of reorganization is the principal purpose of a Chapter 11 reorganization case. A plan of reorganization sets forth the means for satisfying claims against and interests in the debtor. After a plan of reorganization has been filed, it must be accepted by holders of claims against, or interests in, the debtor. Section 1125 of the **Code** requires full disclosure before solicitation of acceptances of a plan of reorganization. This Disclosure is presented to **Claimants** to satisfy the requirements of Section 1125 of the **Code**.

Explanation of the Process of Confirmation

1.04 Even if all **Classes of Claims** accept the plan, its confirmation may be refused by the **Court**. Section 1129 of the **Code** sets forth the requirements for confirmation and, among other things, requires that a plan of reorganization be in the best interests of **Claimants**. It generally requires that the value to be distributed to **Claimants** and **Equity Interest Holders** may not be less than such parties would receive if the debtors were liquidated under Chapter 7 of the **Code**.

1.05 Acceptance of the plan by the **Creditors** and **Equity Interest Holders** is important. In order for the plan to be accepted by each class of claims, the creditors that hold at least two thirds (2/3) in amount and more than one-half (1/2) in number of the allowed claims actually voting on

the plan in such class must vote for the plan and the equity interest holders that hold at least two-thirds (2/3) in amount of the allowed interests actually voting on the plan in such class must vote for the plan. Chapter 11 of the **Code** does not require that each holder of a claim against, or interest in, the debtor vote in favor of the plan in order for it to be confirmed by the **Court**. The plan, however, must be accepted by: (i) at least the holder of one (1) class of claims by a majority in number and two-thirds (2/3) in amount of those claims of such class actually voting; or (ii) at least the holders of one (1) class of allowed interests by two-thirds (2/3) in amount of the allowed interests of such class actually voting.

1.06 The **Court** may confirm the plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the **Code**.

1.07 Confirmation of the plan discharges the debtor from all of its pre-confirmation debts and liabilities except as expressly provided for in the plan and Section 1141(d) of the **Code**. **Confirmation** makes the plan binding upon the debtor and all claimants, equity interest holders and other parties-in-interest, regardless of whether or not they have accepted the plan.

Voting Procedures

1.08 Unimpaired Class. There are no unimpaired Classes under the **Plan**.

1.09 Impaired Classes. The Classes 1, 1a, 1b, 2 and 3 **Claimants** are impaired as defined by Section 1124 of the **Code**. The **Debtors** are seeking the acceptance of the **Plan** by **Claimants** in **Classes** 1, 1a, 1b, 2 and 3. Each holder of an **Allowed Claim** in **Classes** 1, 1a, 1b, 2 and 3 may vote on the **Plan** by completing, dating and signing the ballot sent to each holder and filing the ballot as set forth below. The Class 4 Equity Holders are also impaired but as insiders their votes do not count towards Confirmation. One ballot will be sent to each **Claimant** eligible to vote on the **Plan**. For all **Classes**, the ballot must be returned to **Debtors'** attorney, Joyce W. Lindauer, Joyce W. Lindauer Attorney, PLLC, 12720 Hillcrest, Suite 625, Dallas, TX 75230. In order to be counted, ballots must be **RECEIVED** no later than at the time and on the date stated on the ballot.

1.10 Acceptances. Ballots that are signed and returned but fail to indicate either an acceptance or rejection will not be counted.

Best Interests of Creditors Test

1.11 Section 1129(a)(7) of the **Code** requires that each impaired class of claims or interests accept the **Plan** or receive or retain under the **Plan** on account of such claim or interest, property of a value as of the **Effective Date** of the **Plan**, that is not less than the amount that such holder would so receive or retain if the **Debtors** were liquidated under Chapter 7 of the Bankruptcy **Code**. If Section 1111(b)(2) of the **Code** applies to the claims of such class, each holder of a claim of such class will receive or retain under the **Plan**, on account of such claim, property of a value, as of the **Effective Date** of the **Plan**, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims. In order for the **Plan** to be confirmed, the

Court must determine that the **Plan** is in the best interest of the **Debtor's** creditors. Accordingly, the proposed plan must provide the **Debtors'** creditors with more than they would receive in a Chapter 7 liquidation. Accordingly, since the **Plan** proposes to pay all secured creditors and the unsecured creditors a dividend, Debtors believe that the creditors are receiving more than they would receive in a Chapter 7 liquidation. Without the continued operation of the Debtors' businesses there would be no funds to pay unsecured creditors. A liquidation analysis is provided in Section 13. Accordingly, the Debtors contend that the **Plan** satisfies the requirements of Section 1129(a)(7).

Cramdown

1.12 The **Court** may confirm the **Plan** even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the **Code**. Accordingly, **Debtors**, as the plan proponent, requests the **Court** to determine that the **Plan** does not discriminate unfairly, and is fair and equitable with respect to any objecting creditor. A discussion of the specific requirements for Cramdown of a Plan are set forth starting below.

Definition of Impairment

1.13 As set forth in section 1124 of the Bankruptcy Code, a class of claims or equity interests is impaired under a plan of reorganization unless, with respect to each claim or equity interest of such class, the plan: leaves unaltered the legal, equitable, and contractual rights of the holder of such claim or equity interest; or notwithstanding any contractual provision or applicable law that entitles the holder of a claim or equity interest to demand or receive accelerated payment of such claim or equity interest after the occurrence of a default: cures any such default that occurred before or after the commencement of the case under the Bankruptcy Code, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code; reinstates the maturity of such claim or interest as it existed before such default; compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance on such contractual provision or such applicable law; and does not otherwise alter the legal, equitable or contractual rights to which such claim or interest entitles the holder of such claim or interest.

Classification and Treatment of Claims and Interests

1.14 The Plan classifies Claims separately in accordance with the Bankruptcy Code and provides different treatment for different classes of Claims.

1.15 Only holders of Allowed Claims are entitled to receive distributions under the Plan. Allowed Claims are Claims that are not in dispute, are not contingent, are liquidated in amount, and are not subject to objection or estimation. Initial distributions or other transfers of Cash or other consideration specified in the Plan otherwise available to the holders of Allowed Claims will be made on the Effective Date, or (b) the date on which such Claim becomes an Allowed Claim), as otherwise provided in the Plan, or as may be ordered by the Bankruptcy Court.

1.16 In accordance with the Plan, unless otherwise provided in the Plan or the

Confirmation Order, the treatment of any Claim under the Plan will be in full satisfaction, settlement, release, and discharge of and in exchange for each and every Claim.

Requirements for Confirmation of the Plan

1.17 At the confirmation hearing, the Bankruptcy Court must determine whether the Bankruptcy Code's requirements for confirmation of the Plan have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. As set forth in section 1129 of the Bankruptcy Code, these requirements are as follows:

The plan complies with the applicable provisions of the Bankruptcy Code.

The proponents of the plan comply with the applicable provisions of the Bankruptcy Code.

The plan has been proposed in good faith and not by any means forbidden by law.

Any payment made or promised by the Debtor, by the plan proponents, or by a person issuing securities or acquiring property under the plan, for services or for costs and expenses in, or in connection with, the case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of the Bankruptcy Court as reasonable.

The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the plan; and

The appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy; and

The proponent of the plan has disclosed the identity of any insider that will be employed or retained by the reorganized Debtor, and the nature of any compensation for such insider.

Any governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the Debtor has approved any rate change provided for in the plan, or such rate change is expressly conditioned on such approval.

With respect to each impaired class of claims or interests:

(I) each holder of a claim or interest of such class has (A) accepted the plan or (B) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated on such date under chapter 7 of the Bankruptcy Code on such date; or (ii) if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, the holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

With respect to each class of claims or interests:

(i) such class has accepted the plan; or

(ii) such class is not impaired under the plan.

Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that:

(i) with respect to a claim of a kind specified in section 507(a)(1) or

507(a)(2) of the Bankruptcy Code, on the effective date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

(ii) with respect to a class of claims of a kind specified in section 507(a)(3), 507(a)(4), 507(a)(5) or 507(a)(6) of the Bankruptcy Code, each holder of a claim of such class will receive: (I) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

(iii) with respect to a claim of a kind specified in section 507(a)(7) of the Bankruptcy Code, the holder of a claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date of the plan, equal to the allowed amount of such claim.

If a class of claims is impaired under the plan, at least one class of claims that is impaired has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim of such class.

If the debtor is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the debtor has paid all amounts payable under such order or such statute for such obligation that first become payable after the date of the filing of the petition.

Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

All fees payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payments of all such fees on the effective date of the plan.

The plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114, at any time prior to confirmation of the plan, for the duration of the period the Debtor has obligated itself to provide such benefits.

The Debtor believes that the Plan satisfies all the statutory requirements of chapter 11 of the Bankruptcy Code, that the Debtor has complied with or will have complied with all the requirements of chapter 11, and that the Plan is proposed in good faith.

At the Confirmation Hearing, the Bankruptcy Court will determine whether holders of Allowed Claims or Allowed Equity Interests would receive greater distributions under the Plan than they would receive in a liquidation under chapter 7.

The Debtor believes that the feasibility requirement for confirmation of the Plan is satisfied by the fact that the future operating revenues will be sufficient to satisfy the obligations

under the Plan in addition to supporting sustainable growth of the enterprise. These facts and others demonstrating the confirmability of the Plan will be shown at the Confirmation Hearing.

Cramdown

1.18 The bankruptcy court may confirm a plan of reorganization even though fewer than all the classes of impaired claims and interests accept it. For a plan of reorganization to be confirmed despite its rejection by a class of impaired claims or interests, the proponents of the plan must show, among other things, that the plan does not “discriminate unfairly” and that the plan is “fair and equitable” with respect to each impaired class of claims or interests that has not accepted the plan.

1.19 “Fair and equitable” has different meanings with respect to the treatment of secured and unsecured claims. As set forth in section 1129(b)(2) of the Bankruptcy Code, those meanings are as follows:

With respect to a class of **secured claims**, the plan provides:

- (a)(i) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the Debtor or transferred to another entity, to the extent of the allowed amount of such claims; and
- (ii) that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the plan, of at least the value of such holder’s interest in the estate’s interest in such property;
- (b) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (a) and (b) of this subparagraph; or
- (c) the realization by such holders of the “indubitable equivalent” of such claims.

With respect to a class of **unsecured claims**, the plan provides:

- (a) that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or
- (b) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property.

With respect to a class of **interests**, the plan provides:

- (a) that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled or the value of such interest; or
- (b) that the holder of any interest that is junior to the interests of such class will not

receive or retain under the plan on account of such junior interest any property.

1.20 In the event that one or more classes of impaired Claims reject the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable with respect to, and does not discriminate unfairly against, any rejecting impaired class of Claims. The absolute priority rule requires that prior to the Debtors retaining or receiving any property the senior classes of claims must be paid in full or vote to accept the Plan. The Debtors are making a contribution to avoid the effect of the absolute priority rule in this case.

The Debtors believe the Plan does not discriminate unfairly against, and is fair and equitable with respect to, each impaired class of Claims.

ARTICLE II

REPRESENTATIONS

2.01 This Disclosure is provided pursuant to Section 1125 of the **Code** to all of the **Debtors'** known **Creditors** and other parties in interest in connection with the solicitation of acceptance of its **Plan** of reorganization, as amended or modified. The purpose of this Disclosure is to provide such information as will enable a hypothetical, reasonable investor, typical of the holders of **Claims**, to make an informed judgment in exercising its rights either to accept or reject the **Plan**.

2.02 The information contained in this Disclosure has been derived from information submitted by the **Debtors**, unless specifically stated to be from other sources.

2.03 No representations concerning the **Debtors** are authorized by the **Debtors** other than those set forth in this Disclosure. The **Debtors** recommend that any representation or inducement made to secure your acceptance or rejection of the **Plan** which is not contained in this Disclosure should not be relied upon by you in reaching your decision on how to vote on the **Plan**. Any representation or inducement made to you not contained herein should be reported to the attorneys for **Debtors** who shall deliver such information to the **Court** for such action as may be appropriate.

2.04 ANY BENEFITS OFFERED TO THE CREDITORS ACCORDING TO THE PLAN WHICH MAY CONSTITUTE "SECURITIES" HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("SEC"), ANY STATE SECURITIES BOARD, OR ANY OTHER RELEVANT GOVERNMENTAL AUTHORITY IN ANY STATE OF THE UNITED STATES. IN ADDITION, NEITHER THE SEC, NOR ANY OTHER GOVERNMENTAL AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

2.05 THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. FOR THE FOREGOING REASON, AS WELL AS BECAUSE OF THE IMPOSSIBILITY OF MAKING ASSUMPTIONS, ESTIMATES AND PROJECTIONS INTO THE FUTURE WITH ACCURACY, THE DEBTOR IS UNABLE TO WARRANT OR

REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THE APPROVAL BY THE COURT OF THIS DISCLOSURE DOES NOT CONSTITUTE AN ENDORSEMENT BY THE COURT OF THE PLAN OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

2.06 THE DEBTORS BELIEVE THAT THE PLAN WILL PROVIDE CLAIMANTS WITH AN OPPORTUNITY ULTIMATELY TO RECEIVE MORE THAN THEY WOULD RECEIVE IN A LIQUIDATION OF THE DEBTORS' ASSETS, AND SHOULD BE ACCEPTED. CONSEQUENTLY, THE DEBTORS URGE THAT CLAIMANTS VOTE FOR THE PLAN.

2.07 DEBTORS DO NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS CORRECT, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO BE ACCURATE. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN.

ARTICLE III FINANCIAL PICTURE OF THE DEBTOR

Financial History and Background of the Debtors

History

Debtors are residential and commercial solar sales and installation companies spanning 4 markets. Founded in 2012 focused solely on residential solar, Debtors expanded from their roots in Texas to Northern California. Starting in 2014, Debtors established their commercial solar division to serve both the Texas and California markets.

Until recently, Debtors' primary focus was on rapid growth because the 30% Federal Investment Tax Credit (ITC) for solar systems was set to expire at the end of 2016 and Debtors believed that they would have to be one of the top 50 installers to survive post ITC. With this deadline in front of Debtors, they were very aggressive in their expansion. One of the outcomes of Debtors' focus on growth was a lack of oversight on Debtors' finance leadership and cost controls and consequently Debtors' overhead ballooned disproportionately to their sales growth.

After realizing the degree that the overhead and other company costs had risen Debtors immediately began slimming down the company by cutting back on nonessential personnel and expenses in order to appropriately size the company to their revenue while also instituting a cash flow watch to make certain Debtors' reduced cash flow was utilized as efficiently as possible.

In Q1 Debtors began taking steps to reduce fixed costs by outsourcing system design and rolling up their canvass teams into the 100% commission sales teams. In Q2 Debtors started a metrics-based reorganization of their internal secretarial, customer service and call center functions, eliminating positions and combining job functions to improve cost vs. efficiency throughout the company. Debtors are currently in the process of renegotiating their leases and consolidating staff into more cost effective locations while reducing the Debtors' fixed costs to guarantee the

continuation of the companies..

From January 1, 2016 to August 1, 2016 Debtors reduced the company headcount by 81 people and continued to shape the company to the appropriate size.

Financials

Currently the Debtors are under Chapter 11 bankruptcy reorganization and therefore an income report is filed monthly with the court. Those are available online at www.txwb.uscourts.gov and at the Clerk's Office for the United States Bankruptcy Court for the Western District of Texas, Austin Division. The Debtors have also filed budgets with the Court associated with the Debtors' use of cash collateral in this case. Both of these sources of financial information can provide creditors with some idea of what current actual operations of the business will look like. Because the Debtors have been in bankruptcy for such a short period of time there have been few reports filed to date. However, the Debtors have accumulated historic financial information that will help support the Plan and provide a snapshot of the Debtors' businesses. The Debtors' historic financials and summary of property information is attached hereto as **Exhibit "B"**.

Future Income and Expenses Under the Plan

Projections

3.03 The Debtors' projections of plan payments are set forth as **Exhibit "C"**. Dollars to fund the **Plan** will come from the continued operations of the **Debtors'** businesses and the equity interest holders' contributions under the Plan.

The Debtors believe they have formulated a reasonable monthly payment plan to pay the maximum return to the creditors.

ARTICLE IV **ANALYSIS AND VALUATION OF PROPERTY**

Personal Property

4.01 Debtors own the personal property described as follows as of the Petition Date:

Revolve TX:

Property	Value
Bank Accounts and Cash on Hand	\$26,121.12
Deposits	\$4,500.00
Accounts Receivable	\$40,673.47
Causes of Action	Unknown

Vehicles	\$33,381.00
Office Furnishings & Supplies	\$4,308.75
Computer Equipment	\$3,644.00
Inventory – Material for Resale in Solar Arrays	\$40,276.60
Value of remaining payments on signed contracts	\$294,109.34

Revolve CA:

Property	Value
Bank Accounts and Cash on Hand	\$4,145.56
Deposits	\$1,525.00
Accounts Receivable	\$123,429.68
Causes of Action	Unknown
Vehicles	\$51,321.00
Office Furnishings & Supplies	\$4,005.00
Computer Equipment	\$12,305.00
Inventory – Material for Resale in Solar Arrays	\$81,356.78
Value of remaining payments on signed contracts	\$3,018,890.75

The Debtors have prepared this Analysis based on its opinion of the value of the assets and there is no current appraised value for the personal property.

Liquidation Analysis

Revolve TX Personal Property	\$ 447,014.28
Revolve CA Personal Property	<u>\$3,296,978.77</u>
Total Property	<u>\$3,743,993.05</u>

Liquidation Value	10%	\$374,399.31
--------------------------	------------	---------------------

Secured Debts	\$0.00
Administrative Expenses	\$40,000.00
Priority Debts	\$171,153.26
Unsecured Debts	\$5,007,513.31

Total Debts	\$5,218,666.57
Net on Liquidation	(-\$4,844,266.26)

ARTICLE V
SUMMARY OF THE PLAN

Debtors designate the following Classes of Claims and Interests pursuant to Bankruptcy Code Section 1123. Debtors shall pay all fees assessed by the Office of the United States Trustee until these Cases are closed by the Court or Debtors are otherwise released from such obligations by the Court. No liens are preserved in this Plan unless specifically preserved by express plan terms. All other liens are released as part of confirmation.

Claims against Revolve Solar (TX) Inc.

- Class 1: Allowed Priority Claims of Employees and Contractors
- Class 1a: Allowed Priority Claim of the IRS
- Class 1b: Allowed Priority Claim of Texas State Comptroller
- Class 2: Allowed Unsecured Claims Greater than \$20,000
- Class 3: Allowed Unsecured Claims \$20,000 or Less

Class 4: Equity Interests in the Debtor

Claims against Revolve Solar (CA) Inc.

- Class 1: Allowed Priority Claims of Employees and Contractors
- Class 1a: Allowed Priority Claim of the IRS
- Class 1b: Allowed Priority Claim of Texas State Comptroller
- Class 2: Allowed Unsecured Claims Greater than \$20,000
- Class 3: Allowed Unsecured Claims \$20,000 or Less

Class 4: Equity Interests in the Debtor

ARTICLE VI
PROVISIONS FOR SATISFACTION OF CLAIMS AND INTERESTS

Debtors designate the following Classes of Claims and Interests pursuant to Bankruptcy Code Section 1122, which shall be treated in the manner set forth in this Article.

Attached as **Exhibit “D”** is a table summarizing the claimants in each Class.

I. 6.1 Claims against Revolve Solar (TX) Inc.

6.1.1 Class 1: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 12 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are \$18,207.76.

Creditor	Schedules	Proof of Claim
Audrey Walker	\$14,169.00	
Chris Cook	\$80.00	
Dawn Smith	\$41.04	
Pete Lipscomb	\$3,632.50	
Travis County Tax Office	\$285.22	

6.1.2 Class 1a: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are less than \$50,000 even though the IRS has filed a claim for \$100,000.

6.1.3 Class 1b: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- d. There shall be no prepayment penalty if these Claims are paid early.
- e. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- f. The total projected claims in this Class are \$3,129.38 and \$285.22.

Creditor	Schedules	Proof of Claim
Texas Comptroller	\$6,129.38	
Travis County Tax Office	\$285.22	

6.1.4 Class 2: Allowed General Unsecured Claims Greater than \$20,000.

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$4,000.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 60 days following the Plan Effective Date. Payments shall continue for 60 months. Once the Class 3 Claims are paid as set forth herein the funds that would otherwise be used to pay the Class 3 Claims shall be paid to the Class 2 claims at the rate of \$2,500.00 per month for months 25-60 of the Plan.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$1,913,155.36.

Creditor	Schedules	Proof of Claim
Consolidated Electrical Distributors Inc.	\$514,337.86	
FleetStaff, Inc.	\$204,465.14	
Gexpro	\$25,521.34	
Krannich Solar	\$56,831.02	
Valley Mountain Regional Center	\$1,112,000.00	\$1,112,000.00

6.1.5 Class 3: Allowed General Unsecured Claims \$20,000 or less

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$2,500.00

per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 30 days following the Plan Effective Date. Payments shall continue for 24 months.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$90,226.96.

Creditor	Schedules	Proof of Claim
Accutemps	\$5,268.58	
AlphaGraphics	\$660.15	
Avis Rent A Car	\$1,285.04	
Backstead Terry PLLC	\$6,191.50	
Barron & Newburger, PC	\$1,059.30	
Capital Premium Financing	\$916.06	
Chirp Security & Audio	\$305.27	
Comerica	\$2,165.87	
Compliant Background Chex LLC	\$128.82	
Crawford Electric	\$15,804.87	
DLA Piper, LLP	\$1,666.67	
Fastenal	\$1,287.36	
Grande Communications Network, Omnia	\$361.44	
Green Mountain Energy Company	\$113.55	
GreenSky	\$4,413.99	
IBM Corporation	\$171.00	
Jan-Pro of Austin	\$422.18	
Office Edge / COSA, Inc.	\$633.37	
ProStar Services Inc.	\$300.83	
Silicon Valley Bank	\$7,050.33	
Soligent Distribution, LLC	\$17,334.44	
Summit Electric Supply Inc.	\$12,906.32	
Taube Summers LLP	\$982.90	
UPS	\$344.74	
Wes Walters Realty Inc.	\$8,095.26	
Xerox Corporation	\$356.82	

6.1.6 Class 4: Equity Interests in the Debtor

All equity in the Debtor will be cancelled. The equity interest holders are Impaired under the Plan. The new equity interests shall be issued to Cornelius Frederick Moore or his assigns in exchange for his equity contribution of \$150,000.00 to the Debtor on Confirmation.

This Class is Impaired and the holders of the Interests are entitled to vote to accept or reject the Plan.

II. 6.2 Claims against Revolve Solar (CA) Inc.

6.2.1 Class 1: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 24 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are \$46,941.12.

Creditor	Schedules	Proof of Claim
Carol Eastman	\$256.82	
Jon Lenton	\$13,346.50	
Ken Stout	\$15,749.50	
Mark Cato	\$0.00	\$1,000.00
Mark Kille	\$14,940.00	
Matt Stuart	\$1,600.00	
Misty Hair	\$48.30	

6.2.2 Class 1a: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are less than \$50,000 even though the IRS has filed a claim for \$100,000.

6.2.3 Class 1b: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- d. There shall be no prepayment penalty if these Claims are paid early.
- e. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- f. The total projected claims in this Class are less than \$1,000.00.

6.2.4 Class 2: Allowed General Unsecured Claims Greater than \$20,000.

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$4,000.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 60 days following the Plan Effective Date. Payments shall continue for 60 months. Once the Class 3 Claims are paid as set forth herein the funds that would otherwise be used to pay the Class 3 Claims shall be paid to the Class 2 claims at the rate of \$2,500.00 per month for months 25-60 of the Plan.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$3,990,933.00.

Creditor	Schedules	Proof of Claim
Alston & Bird, LLP	\$60,936.04	
Complete Business Solutions Group	\$69,150.00	
Consolidated Electrical Distributors Inc	\$3,162,682.14	
FleetStaff, Inc.	\$306,697.70	
Harbert Roofing, Inc.	\$25,358.00	
Soligent Distribution, LLC	\$193,218.13	
Krannich Solar	\$172,890.99	

6.2.5 Class 3: Allowed General Unsecured Claims \$20,000 or less

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$2,500.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 30 days following the Plan Effective Date. Payments shall continue for 24 months.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$126,289.10.

Creditor	Schedules	Proof of Claim
Applied Engineering	\$1,225.00	
Big O Tires	\$944.07	
Bill Tree Services, Inc	\$2,500.00	
Capital Premium Financing	\$916.06	
Comerica	\$3,071.71	
Compliant Background Chex LLC	\$759.50	\$759.50
DLA Piper, LLP	\$1,666.67	
Fasteners Inc.	\$3,394.28	
Fortune Energy, Inc.	\$13,091.15	
GEICO Commercial Auto Insurance	\$4,572.14	
Gibbs Giden Attorneys at Law	\$1,500.00	
GreenSky	\$19,725.72	
Kid Giant, LLC	\$170.00	
LYRO Printing	\$4,569.48	
Mast Roofing, Inc.	\$4,250.00	
PG&E	\$97.32	
Platt Electric Suply	\$3,133.98	
Quill Corporation	\$585.20	
Ray Morgan Company, Inc	\$909.49	
Redding Fastners, Inc.	\$3,163.75	
Sandler Training	\$17,291.15	
Shasta Builders Exchange	\$533.99	
Sierra Vista Vegetation Removal & Tree Service	\$3,100.00	
Silicon Valley Bank	\$4,306.51	
Sunstate Equipment Co.	\$1,121.49	
Tugwell Roofing Co.	\$19,785.00	\$20,382.01
United Rentals (North America), Inc.	\$702.96	
UPS	\$285.76	
Valley YellowPages	\$80.00	
Wex Bank	\$8,264.64	
World Telecom & Surveillance, Inc.	\$95.00	
Yellow Pages	\$81.08	
Yellow Pages United	\$396.00	

6.2.6 Class 4: Equity Interests in the Debtor

All equity in the Debtor will be cancelled. The equity interest holders are Impaired under the Plan. The new equity interests shall be issued to Cornelius Frederick Moore or his assigns in exchange for his equity contribution of \$150,000.00.

This Class is Impaired and the holders of the Interests are entitled to vote to accept or reject the Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF PLAN

7.01 Implementation of Plan. This Plan will be implemented, pursuant to § 1123(a)(5) of the Code, by the commencement of payments as called for above. The Plan will be implemented, pursuant to Section 1123(a)(5) of the Code, by the commencement of payments as called for in the Plan. The Debtors shall be responsible for making payments to the Class 2, 3, 4, 5 and 6 Creditor Classes. Projections for this Plan are attached to the Disclosure Statement and incorporated herein by this reference as if set forth in full for all purposes. No liens shall be preserved unless expressly reflected as continuing in this Plan.

The funds necessary for the satisfaction of the creditors' claims shall be generated from Debtors' income and the contributions to be made by the Equity Interest Holders called for by this Plan.

ARTICLE VIII
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.01 Rejection of Executory Contracts and Unexpired Leases. Debtors shall assume, pursuant to Bankruptcy Code Section 1123(b)(2), its unexpired leases of real property and executory contracts by separate motion and order prior to the Confirmation Date or as part of Confirmation of a Plan in this case.

8.02 Reservation of Rights. The Debtors shall have the right to assume or reject, pursuant to Bankruptcy Code Section 365, prior to the Confirmation Date, any executory contract or unexpired lease of real property (to the extent permitted under the Bankruptcy Code) and to the terms of this Plan.

8.03 Bar Date for Claims Based on Rejection. If the rejection of an executory contract or an unexpired lease by the Debtors results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their properties or agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors, by the earlier of (a) the end of the month following the period in which the Effective Date occurs or (b) such other deadline as the Court may set for asserting a Claim for such damages. Any Rejection Claim arising from the rejection of an unexpired lease or executory contract shall be treated as a General Unsecured Claim; *provided, however*, that any Rejection Claim based upon the rejection of an unexpired lease of real property either prior to the Confirmation Date or upon the entry of the Confirmation Order shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtors that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Debtors of any objections to such Claim if asserted.

ARTICLE IX
FEASIBILITY OF PLAN

9.01 Debtors assert that its Plan is feasible based on *Exhibit "C"*.

Procedure for Filing Proofs of Claims and Proofs of Interests

9.02 All proofs of claims and proofs of interests must be filed by those **Claimants** and **Equity Interest Holder** who have not filed such instruments on or before the **Bar Date** fixed by the **Court**.

9.03 If **Claimants** have already filed a proof of claim with the **Court** or are listed in the **Debtors'** Schedules as holding non-contingent, liquidated and undisputed claims, a proof of claim need not be filed. The schedules and amendments thereto are on file with the **Court** and are open for inspection during regular **Court** hours. If the equity security interest of an **Equity Interest Holder** is properly reflected in the book and records of the **Debtors**, a proof of interest need not be filed.

ARTICLE X ALTERNATIVES TO DEBTOR'S PLAN

10.01 If the **Debtors' Plan** is not confirmed, the **Debtors'** bankruptcy cases may be converted to cases under Chapter 7 of the **Code**, in which case a trustee would be appointed to liquidate the assets of the **Debtors** for distribution to their **Creditors** in accordance with the priorities of the **Code**. In a Chapter 7 case, there would likely be no return to unsecured creditors because the fixed assets if liquidated will not cover the secured and/or priority debt in this case. Debtors believe that the Plan allows for the maximum recovery hopefully with the least amount of administrative expenses.

ARTICLE XI RISKS TO CREDITORS UNDER THE DEBTOR'S PLAN

11.01 **Claimants** should be aware that there are a number of substantial risks involved in consummation of the **Plan**. The **Plan** contemplates that the **Debtors'** businesses will generate revenue sufficient to pay the obligations accruing from its operations. The **Debtors** do not "guarantee" that the expenses will equal those in the projections; however, the **Debtors** believe that the projections are reasonable. As with any project like this it is subject to the events that are beyond the control of an owner such as downturns in the economy, weather and a declining job market. The Debtors believe its projections are reasonable and the Debtors will be able to meet their projections to pay the return projected to creditors in the Plan.

ARTICLE XII TAX CONSEQUENCES TO THE DEBTOR

TO ENSURE COMPLIANCE WITH U.S. TREASURY DEPARTMENT CIRCULAR 230, HOLDERS OF CLAIMS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED OR RELIED UPON, AND CANNOT BE USED OR RELIED UPON, BY HOLDERS OF CLAIMS OR INTERESTS OR ANY OTHER PERSONS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS OF CLAIMS OR ANY OTHER PERSONS UNDER THE INTERNAL REVENUE CODE; (B)

SUCH DISCUSSION IS INCLUDED HEREIN IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF U.S. TREASURY DEPARTMENT CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

A. Introduction

The following discussion summarizes certain material U.S. federal income tax consequences of the Plan to the Debtor and holders of Claims and Interests. The summary is provided for general informational purposes only and is based on the United States Internal Revenue Code of 1986, as amended (the "Tax Code"), the treasury regulations promulgated thereunder, judicial authority and current administrative rulings and practice, all as in effect as of the date hereof (except as otherwise noted below with regard to the American Recovery and Reinvestment Act of 2009), and all of which are subject to change, possibly with retroactive effect. Changes in any of these authorities or in their interpretation could cause the United States federal income tax consequences of the Plan to differ materially from the consequences described below. The United States federal income tax consequences of the Plan are complex and in important respects uncertain. No ruling has been requested from the Internal Revenue Service (the "Service"); no opinion has been requested from Debtor's counsel concerning any tax consequence of the Plan; and no tax opinion is given by this Disclosure Statement.

The following discussion does not address all aspects of federal income taxation that may be relevant to a particular holder of a Claim or Interest in light of its particular facts and circumstances or to particular types of holders of Claims subject to special treatment under the Tax Code. For example, the discussion does not address issues of concern to broker-dealers or other dealers in securities, or foreign (non-U.S.) persons, nor does it address any aspects of state, local, or foreign (non-U.S.) taxation, or the taxation of holders of Interests in a Debtor. In addition, a substantial amount of time may elapse between the Confirmation Date and the receipt of a final distribution under the Plan. Events subsequent to the date of this Disclosure Statement, such as the enactment of additional tax legislation, court decisions or administrative changes, could affect the federal income tax consequences of the Plan and the transactions contemplated hereunder.

On February 13, 2009, the House of Representatives and the Senate passed H.R.1, the American Recovery and Reinvestment Act of 2009 (the Recovery Act), a stimulus bill that includes tax breaks for businesses and individuals. The President signed the Recovery Act on February 17, 2009. The following discussion does not address any aspects of the Recovery Act, some of which may be relevant to a particular holder of a Claim or an Interest.

THE DISCUSSION THAT FOLLOWS IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND PROFESSIONAL TAX ADVICE BASED ON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH ITS TAX ADVISORS REGARDING THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

B. Certain Definitions

Except as expressly otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined herein or in the Plan shall have the respective meanings assigned to them in this Article.

“**COD**” shall mean cancellation of indebtedness income.

“**NOL**” shall mean net operating loss.

C. Certain Material Federal Income Tax Consequences to the Debtor

Cancellation of a Debtor's debt is generally taxable income to the Debtor. COD is the amount by which the indebtedness of a Debtor discharged exceeds any consideration given in exchange therefore. Cancellation of a debt may not necessarily be COD, however. To the extent that the Debtor is insolvent, or if the Debtor is in bankruptcy, as is the case here, the Tax Code permits the Debtor to exclude the COD from its gross income. The statutory exclusion for COD in a title 11 case generally excludes COD from gross income if the discharge is granted by a court to a Debtor under its jurisdiction in a title 11 case, as is sought herein.

The price for the bankruptcy COD exclusion (as well as the insolvency exclusion) is reduction of the Debtor's tax attributes to the extent of the COD income, generally in the following order: NOLs for the year of the discharge and NOL carryovers from prior years; general business tax credit carryovers; minimum tax credit available as of the beginning of the year following the year of discharge; net capital loss for the year of discharge and capital loss carryovers from prior years; basis of the Debtor's assets; passive activity loss and credit carryovers from the year of discharge; and foreign tax credit carryovers to or from the year of discharge. The reduction of attributes does not occur until after the end of the Debtor's tax year in which the COD occurred, so they are available to the Debtor in determining the amount of its income, loss and tax liability for the year of discharge.

As a result of the implementation of the Plan, the Debtors will have COD and potential attribute reduction. Because any reduction in tax attributes does not effectively occur until the first day of the taxable year following the taxable year in which the COD is incurred, the resulting COD, on its own, should not impair the ability of the Debtor to use their tax attributes (to the extent otherwise available) to reduce their tax liability, if any, otherwise resulting from the implementation of the Plan.

Under section 382 of the Tax Code, if a corporation undergoes an “ownership shift,” the amount of its Pre-Change Losses that may be utilized to offset future taxable income generally is subject to an annual limitation. Although the Plan allows for an ownership change it is doubtful that one will occur and as such any owner of the Debtor should consult his own tax adviser concerning the effect of the Plan.

The United States federal income tax consequences of payment of Allowed Claims pursuant to the Plan will depend on, among other things, the consideration received, or deemed to have been received, by the holder of the Allowed Claim, whether such holder reports income on the accrual or cash method, whether such holder receives distributions under the Plan in more than one taxable

year, whether such holder's Claim is allowed or disputed at the Effective Date, whether such holder has taken a bad debt deduction or worthless security deduction with respect to its Claim.

In general, a holder of a Claim should recognize gain or loss equal to the amount realized under the Plan in respect of its Claim less the amount of such holder's basis in its Claim. Any gain or loss recognized in the exchange may be long-term or short-term capital gain or loss or ordinary income or loss, depending upon the nature of the Claim and the holder, the length of time the holder held the Claim and whether the Claim was acquired at a market discount. If the holder realizes a capital loss, its deduction of the loss may be subject to limitations under the Tax Code. The holder's aggregate tax basis for any property received under the Plan generally will equal the amount realized. The amount realized by a holder generally will equal the sum of the cash and the fair market value of any other property received (or deemed received) by the holder under the Plan on the Effective Date and/or any subsequent distribution date, less the amount (if any) allocable to Claims for interest. All holders of Allowed Claims are urged to consult their tax advisors. A holder of a Claim constituting an installment obligation for tax purposes may be required to recognize currently any gain remaining with respect to the obligation if, pursuant to the Plan, the obligation is considered to be satisfied at other than its face value, distributed, transmitted, sold or otherwise disposed of within the meaning of Section 453B of the Tax Code.

D. Importance of Obtaining Professional Tax Assistance

The foregoing discussion is intended only as a summary of certain U.S. federal income tax consequences of the Plan, and is not a substitute for careful tax planning with a tax professional. The above discussion is for general information purposes only and is not tax advice. The tax consequences are in many cases uncertain and may vary depending on a holder's individual circumstances.

HOLDERS OF CLAIMS ARE URGED TO CONSULT WITH THEIR TAX ADVISORS ABOUT THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

ARTICLE XIII **PENDING LITIGATION**

13.01 As of the date of the filing of this Disclosure the significant matters pending are as follows: None.

ARTICLE XIV **SUMMARY OF SIGNIFICANT ORDERS ENTERED DURING THE CASE**

14.01 As of the date of the filing of this Disclosure the following significant orders have been entered in this case: Orders Approving Employment of Counsel.

Dated: September 22, 2016.

Respectfully Submitted:

/s/ Joyce Lindauer

Joyce Lindauer
Texas State Bar No. 21555700
Joyce W. Lindauer Attorney, PLLC
12720 Hillcrest Road, Suite 625
Dallas, Texas 75230
Telephone: (972) 503-4033

COUNSEL FOR DEBTORS AND
DEBTORS-IN-POSSESSION

/s/ Tim Padden

Tim Padden, President of Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	
REVOLVE SOLAR (TX) INC.,	§	CASE NO. 16-10897-tmd
	§	
REVOLVE SOLAR (CA) INC.,	§	CASE NO. 16-10899-tmd
	§	Chapter 11
Debtors.	§	

FIRST JOINT PLAN OF REORGANIZATION DATED SEPTEMBER 22, 2016

Revolve Solar (TX) Inc. and Revolve Solar (CA) (collectively "Revolve Debtors"), Debtors in the specified bankruptcy cases, propose the following First Joint Plan of Reorganization Dated September 22, 2016 ("Plan"), pursuant to Chapter 11 of the United States Bankruptcy Code on behalf of the Debtors.

TABLE OF CONTENTS

ARTICLE I: Introduction	3
1.1 Introduction	3
1.2 Merger	3
1.3 Definitions	3
ARTICLE II: Concept of Plan and Means for Implementation	7
2.1 Concept of Plan	7
2.2 Issuance of New Equity	7
2.3 Reorganized Debtors	7
2.4 Post-Petition Governance of Reorganized Debtor	8
ARTICLE III: Classification of Claims and Interests	8
ARTICLE IV: Provisions for Payment of Administrative Expenses and Priority Tax Claims	9
4.1 Treatment of Allowed Administrative Expenses	9
4.2 Treatment of Allowed Priority Claims	9
4.3 Title 28 U.S.C. Section 1930 Fees	9
ARTICLE V: Treatment of Claims and Interests	9
ARTICLE VI: Voting	13
ARTICLE VII: Plan Implementation	13



ARTICLE VIII: Executory Contracts and Unexpired Leases	13
8.1 Assumption of Insurance Policies	13
8.2 Rejection of Executory Contracts and Unexpired Leases	13
8.3 Reservation of Rights.....	14
8.4 Bar Date for Claims Based on Rejection.....	14
ARTICLE IX: Discharge, Releases, and Limitation of Liability.....	14
9.1 Releases and Discharge of Claims and Interests	14
9.2 Released Parties	15
9.3 Limitation of Liability	15
ARTICLE X: Claims and Resolution of Claim Disputes	16
10.1 The Debtors' Causes of Action.....	16
10.2 Time for Filing Claims.....	16
10.3 Objections to Claims	16
ARTICLE XI: Effect of Confirmation	17
11.1 Discharge and Release of Debtors	17
11.2 Legal Binding Effect	17
11.3 Permanent Injunction.....	17
ARTICLE XII: General Provisions.....	18
12.1 Request for Relief Under Bankruptcy Code Section 1129	18
12.2 Revocation	18
12.3 Effect of Withdrawal or Revocation.....	18
12.4 Due Authorization by Creditors	19
12.5 Entire Agreement.....	19
12.6 Section 1146 Exemption.....	19
12.7 Provisions Governing Distributions	19
12.8 Governing Law	20
12.9 Modification of Plan.....	20
12.10 Number and Gender of Words	20
12.11 Headings.....	20
12.12 Time Computation	20
12.13 Severability	20
12.14 No Admissions	21
ARTICLE XIII: Administrative Provisions	21

13.1	Retention of Jurisdiction	21
13.2	Successors and Assigns	22
13.3	Notices	22

ARTICLE I: Introduction

1.1 Introduction

This Plan is proposed by and on behalf of each Debtor under Chapter 11 of the Bankruptcy Code. Reference is made to the associated Disclosure Statement for a discussion of the Debtors' histories, results of operations, historical financial information, and assets, and for a summary and analysis of the Plan. All holders of Claims against and Interests in a Debtor are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan.

1.2 Merger

This plan proposes to merge only certain operations and assets of the Debtors.

1.3 Definitions

Unless the context otherwise requires, capitalized terms in this Plan shall have the meanings set forth in this section. Capitalized terms not specifically defined in this section shall have the definitions given those terms, if applicable, in the Bankruptcy Code.

1.3.1. Administrative Claim or Expense means an administrative expense or Claim described in Section 503 of the Bankruptcy Code and entitled to administrative priority pursuant to Section 507(a)(1) of the Bankruptcy Code, including, but not limited to, Claims for compensation of professionals made pursuant to Sections 330 and 331 of the Bankruptcy Code, and all fees and charges assessed against the Debtors and Debtors' property under 28 U.S.C. Section 1930.

1.3.2. Administrative Tax Claim means an Unsecured Claim by any governmental unit for taxes (including interest or penalties related to such taxes) for any tax year or period, all or a portion of which occurs or falls within the period from and including the Petition Date through the Effective Date.

1.3.3. Allowed shall mean with respect to a right to payment against a Debtor, either as a Claim or expense or otherwise, means such amount that has either been scheduled by a Debtor in its respective schedules as not disputed, contingent, or unliquidated in a specific dollar amount or for which a proof of claim was filed with the Bankruptcy Court on or before the Bar Date, and (a) as to which no objection has been filed with the Bankruptcy Court by the Objection Deadline, or (b) as to which an objection was filed, and then only to the extent allowed by Final Order of the Bankruptcy Court. Unless otherwise specified in this Plan, an Allowed Claim shall not include any amount of punitive damages, penalties, or any amount of interest which may have accrued from and after the Petition Date on any such Claim. Nothing contained herein shall in any way limit the right of the Debtors to request the Bankruptcy Court to designate, pursuant to § 1126(e) of the

Code, any Claimant as an entity whose acceptance or rejection of the Plan was not in good faith or is not solicited or procured in good faith or in accordance with the provisions of Chapter 11 of the Code.

1.3.4. Allowed Claim means a Claim against a debtor allowable under the Bankruptcy Code to the extent that (i) a proof of Claim, proof of Interest, or request for payment was timely Filed or, with leave of the Bankruptcy Court, late Filed, and as to which no objection has been timely Filed or, if Filed, is allowed by a Final Order, unless otherwise provided in the Plan or (ii) the Claim is scheduled and not listed as disputed, contingent, or unliquidated, and to which no objection has been timely Filed or, if Filed, is allowed by a Final Order.

1.3.5. Allowed Interests shall mean the equity interests of all of the holders of any Equity Security of a Debtor prior to the Confirmation Date.

1.3.6. Allowed Secured Claim means any Allowed Claim secured by a lien, security interest, or other charge or interest in property in which a debtor has an interest, to the extent of the value thereof (determined in accordance with Bankruptcy Code Section 506(a)).

1.3.7. Allowed Administrative Claim or Expense means an Administrative Claim or Expense Allowed by a Final Order of the Bankruptcy Court following proper application for the approval of payment thereof in accordance with the Code and the Bankruptcy Rules.

1.3.8. Allowed Unsecured Priority Claim shall mean an Allowed Claim of a creditor which is unsecured and which is entitled to priority under the Bankruptcy Code.

1.3.9. Bankruptcy Code or Code means the United States Bankruptcy Code, Title 11 of the United States Code, Section 101 et seq., as amended.

1.3.10. Bankruptcy Court means the United States Bankruptcy Court for the Western District of Texas, Austin Division or such other Court that may have jurisdiction with respect to the reorganization of the Debtors pursuant to Chapter 11 of the Bankruptcy Code.

1.3.11. Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure.

1.3.12. Bar Date means that date subsequent to which a proof of pre-petition Claim may not timely be Filed or the date by which proofs of claims held by governmental agencies must be filed.

1.3.13. Case means, with respect to the jointly administered bankruptcy case, the above-captioned Chapter 11 Bankruptcy Cases in the Bankruptcy Court, or with respect to each individual debtor, each Debtor's respective individual case, as follows: Revolve Solar (TX) Inc. and Revolve Solar (CA) Inc.

1.3.14. Claim shall have the meaning set forth in Bankruptcy Code Section 101(5).

1.3.15. Claimant means any person or entity having or asserting a Claim in the case.

1.3.16. Class or Classes mean all of the holders of Claims or Interests that the Debtors have designated pursuant to Section 1123(a)(1) of the Bankruptcy Code as having substantially similar characteristics as described in this Plan.

1.3.17. Code see definition under Bankruptcy Code.

1.3.18. Confirmation means the entry by the Bankruptcy Court of a Confirmation Order confirming the Plan.

1.3.19. Confirmation Date means the date on which the Confirmation Order is entered.

1.3.20. Confirmation Hearing means the hearing or hearings held before the Bankruptcy Court in which the Debtors will seek Confirmation of the Plan.

1.3.21. Confirmation Order means the Order of the Court confirming the Plan under Section 1129 of the Bankruptcy Code.

1.3.22. Contested when used with respect to a Claim, means a Claim against one or more of the Debtors (a) that is listed in the Debtors' Schedules of Assets and Liabilities as disputed, contingent, or unliquidated; (b) that is the subject of a pending action in a forum other than the Bankruptcy Court unless such Claim has been determined by Final Order in such other forum and Allowed by Final Order of the Bankruptcy Court; or (c) as to which an objection has been or may be timely filed and has not been denied by Final Order. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Contested Claim only to the extent of the objection.

1.3.23. Creditor shall have the meaning specified by Section 101(10) of the Code.

1.3.24. Debtor means, individually, one of the Debtors as defined herein.

1.3.25. Debtors mean Revolve Solar (TX) Inc. and Revolve Solar (CA) Inc.

1.3.26. Disputed Claim means any Claim that is not an Allowed Claim.

1.3.27. Effective Date means sixty (60) days after the Confirmation Date.

1.3.28. Estate means the estate created pursuant to Bankruptcy Code Section 541 with respect to each of the Debtors.

1.3.29. Fee Claim means a Claim under Bankruptcy Code Sections 330 or 503 for allowance of compensation and reimbursement of expenses in the Debtors' Chapter 11 cases.

1.3.30. Filed means delivered to the Clerk of the Bankruptcy Court.

1.3.31. Final Order or Final Judgment means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for petition for certiorari, or move for a stay, new trial, reargument, or rehearing has expired and as to

which no appeal, petition for certiorari, or other proceedings for a stay, new trial, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, stay, new trial, reargument or rehearing thereof has been sought, (i) such order or judgment shall have been affirmed by the highest court to which such order was appealed, certiorari shall have been denied or a stay, new trial, reargument or rehearing shall have been denied or resulted in no modification of such order and (ii) the time to take any further appeal, petition for certiorari, or move for a stay, new trial, reargument or rehearing shall have expired; provided, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion pursuant to section 5020) or 1144 of the Bankruptcy Code or under Rule 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rule 9024 has been or may be filed with respect to such order or judgment.

1.3.32. General Unsecured Claim means an Unsecured Claim that is not entitled to priority under Section 507(a) of the Bankruptcy Code.

1.3.33. Impaired shall have the meaning set forth in Bankruptcy Code Section 1124.

1.3.34. Objection Deadline means the date set by the Court for objections to Claims.

1.3.35. Petition Date means the date each Debtor filed its petition commencing its bankruptcy case, to wit, Revolve Solar (TX) Inc. and Revolve Solar (CA) Inc. all filed on July 31, 2016.

1.3.36. Plan means this document, as it may be amended or modified from time to time as permitted herein and by the Bankruptcy Court.

1.3.37. Pre-petition means prior to the Petition Date.

1.3.38. Priority Tax Claim means a Claim that is entitled to priority pursuant to Bankruptcy Code Section 507(a)(8).

1.3.39. Pro Rata means proportionately, based on the percentage that the amount of an Allowed Claim within a particular Class bears to the aggregate amount of all Allowed Claims in such Class.

1.3.40. Property of the Estate means all property in which the Debtors hold a legal or an equitable interest, including all property described in Bankruptcy Code Section 541. The Debtors shall remain in possession of all property of the estate unless provided for otherwise in the Plan or Confirmation Order.

1.3.41. Rejection Claim means any Claim arising pursuant to Bankruptcy Code Section 502(g) by reason of rejection by the Debtors of an executory contract or unexpired lease pursuant to Bankruptcy Code Sections 365 or 1123(b)(2).

1.3.42. Secured Claim means any Claim secured by a lien, security interest, or other charge or interest in property in which the one or more of the Debtors has an interest, to the extent of the value thereof (determined in accordance with Bankruptcy Code Section 506(a)).

1.3.43. Secured Tax Claim means any Tax Claim which is secured by real or personal property of a Debtor.

1.3.44. Secured Creditor or Secured Claimant means any Claimant holding a Secured Claim.

1.3.45. Unimpaired means not Impaired.

1.3.46. Unsecured Claim means any Claim not collateralized (or the extent not fully collateralized) by assets of the Debtors.

1.3.47. Unsecured Creditor or Unsecured Claimant means any Claimant holding an Unsecured Claim.

1.3.48. Voidable Transfer means all transfers voidable under Sections 544, 545, 547, 548, 549 and/or 550 of the Code or any other state or federal transfer.

ARTICLE II: Concept of Plan and Means for Implementation

2.1 Concept of Plan

This is a plan of reorganization made pursuant to Chapter 11 of the United States Bankruptcy Code. This Plan is intended to resolve all Claims against the Debtors that it concerns and/or property of the Debtors of whatever character, whether contingent or liquidated, or whether allowed by the Bankruptcy Court pursuant to Bankruptcy Code Section 502(a). Only Allowed Claims (as defined above) will receive treatment afforded by the Plan. The Plan is designed to insure that Claimants shall receive at least as much pursuant to the Plan as they would receive in a liquidation pursuant to Chapter 7 of the Bankruptcy Code.

Prior to bankruptcy the Debtors were individual business organizations organized and operating under the laws of the State of Texas, California and Delaware. Following Confirmation each Revolve entity will continue its operations as an independent entity subject to the terms of the Plan, except Revolve Solar, Inc. which will be dissolved through a Chapter 7 liquidation. While the Plan states that it is a Joint Plan it still represents separate plans for each Debtor entity.

2.2 Issuance of New Equity

Upon Confirmation of the Plan by the Bankruptcy Court, the Texas and California Revolve Debtors shall cancel all of their equity interests, as well as any options, warrants, calls, subscriptions, or other similar rights, agreements, or commitments, contractual or otherwise, obligating these Debtors to issue, transfer, or sell any shares of equity interests. The new equity in the emerging entity shall be allocated as set forth in this Plan.

2.3 Reorganized Debtors

After Confirmation of the Plan by the Bankruptcy Court and upon the occurrence of the Effective Date, the Debtors shall become Reorganized Debtors.

2.4 Post-Petition Governance of Reorganized Debtor

Upon the issuance of the new equity interests as described below and upon the occurrence of the Effective Date, the operation of the Reorganized Debtors shall become the general responsibility of its new governing persons, subject to, and in accordance with state law. The identity of the members of the initial new governing persons will be disclosed at or prior to the Confirmation Hearing in accordance with § 1129(a)(5). Such directors shall be deemed elected or appointed as of Confirmation but shall not take office and shall not be deemed to be elected or appointed until the occurrence of the Effective Date. Those directors and officers not continuing in office shall be deemed to have resigned therefrom as of the Effective Date.

ARTICLE III: Classification of Claims and Interests

Pursuant to Section 1122 of the Bankruptcy Code, each of the Debtors has designated Classes of Claims and Interests under the Plan which will be treated as laid out below. Administrative Expenses and Priority Tax Claims are excluded from each Debtor's respective classes in accordance with § 1123(a)(1), and are instead treated in their own section. The classes shall be as follows:

Claims against Revolve Solar (TX) Inc.

- Class 1: Allowed Priority Claims of Employees and Contractors
- Class 1a: Allowed Priority Claim of the IRS
- Class 1b: Allowed Priority Claim of Texas State Comptroller
- Class 2: Allowed Unsecured Claims Greater than \$20,000
- Class 3: Allowed Unsecured Claims \$20,000 or Less

Class 4: Equity Interests in the Debtor

Claims against Revolve Solar (CA) Inc.

- Class 1: Allowed Priority Claims of Employees and Contractors
- Class 1a: Allowed Priority Claim of the IRS
- Class 1b: Allowed Priority Claim of Texas State Comptroller
- Class 2: Allowed Unsecured Claims Greater than \$20,000
- Class 3: Allowed Unsecured Claims \$20,000 or Less

Class 4: Equity Interests in the Debtor

ARTICLE IV: Provisions for Payment of Administrative Expenses and Priority Tax Claims

Administrative Expenses and Priority Tax Claims of the kinds specified in §§ 507(a)(1), 502(i) and 507(a)(8) of the Bankruptcy Code are excluded from the Debtor's respective classes below in accordance with § 1123(a)(1) and are not separately classified. Such expenses and claims shall be treated as specified in this Article.

4.1 Treatment of Allowed Administrative Expenses

Allowed Administrative Expenses will be paid in full once Allowed, on or before the Effective Date, or at a later date as set by the Court if the allowance process extends beyond the Effective Date. Provided, however, that the holder of an Allowed Administrative Expense may agree to a different treatment. This Section shall include loans approved by the Court having an administrative expense priority.

4.2 Treatment of Allowed Priority Claims

Allowed Priority Claims will be paid by the Reorganized Debtor once Allowed over five (5) years with interest on such amounts at the rate of 3.5% per annum until paid in full. The payments shall be made in equal monthly payments on the first day of the month following the Effective Date and shall continue on the first day of each month thereafter until paid in full.

4.3 Title 28 U.S.C. Section 1930 Fees

Debtors responsible for such claims shall pay all fees assessed by the Office of the United States Trustee until this Case is closed by the Court or the Debtors are otherwise released from such obligations by the Court.

ARTICLE V: Treatment of Claims and Interests

Debtors designate the following Classes of Claims and Interests pursuant to Bankruptcy Code Section 1122, which shall be treated in the manner set forth in this Article.

Attached as **Exhibit "I"** is a table summarizing the claimants in each Class.

5.1 Claims against Revolve Solar (TX) Inc.

5.1.1 Class 1: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 12 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.

- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are \$18,207.76.

5.1.2 Class 1a: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are less than \$50,000 even though the IRS has filed a claim for \$100,000.

5.1.3 Class 1b: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- d. There shall be no prepayment penalty if these Claims are paid early.
- e. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- f. The total projected claims in this Class are \$3,129.38 and \$285.22.

5.1.4 Class 2: Allowed General Unsecured Claims Greater than \$20,000.

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$4,000.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 60 days following the Plan Effective Date. Payments shall continue for 60 months. Once the Class 3 Claims are paid as set forth herein the funds that would otherwise be used to pay the Class 3 Claims shall be paid to the Class 2 claims at the rate of \$2,500.00 per month for months 25-60 of the Plan.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$1,913,155.36.

5.1.5 Class 3: Allowed General Unsecured Claims \$20,000 or less

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$2,500.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 30 days following the Plan Effective Date. Payments shall continue for 24 months.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$90,226.96.

5.1.6 Class 4: Equity Interests in the Debtor

All equity in the Debtor will be cancelled. The equity interest holders are Impaired under the Plan. The new equity interests shall be issued to Cornelius Frederick Moore or his assigns in exchange for his equity contribution of \$150,000.00 to the Debtor on Confirmation.

This Class is Impaired and the holders of the Interests are entitled to vote to accept or reject the Plan.

5.2 Claims against Revolve Solar (CA) Inc.

5.2.1 Class 1: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 24 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are \$46,941.12.

5.2.2 Class 1a: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the

rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- a. There shall be no prepayment penalty if these Claims are paid early.
- b. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- c. The total projected claims in this Class are less than \$50,000 even though the IRS has filed a claim for \$100,000.

5.2.3 Class 1b: Allowed Priority Claims

These Claims will be paid once Allowed as follows:

The Allowed Claim shall be paid in full from the continued operations of the Reorganized Debtors over 60 months with interest on such Allowed Claims at the rate of 3.25% per annum. Payments shall commence on the first day of the month 30 days following the Plan Effective Date.

- d. There shall be no prepayment penalty if these Claims are paid early.
- e. This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan.
- f. The total projected claims in this Class are less than \$1,000.00.

5.2.4 Class 2: Allowed General Unsecured Claims Greater than \$20,000.

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$4,000.00 per month set aside by the Debtor to pay the Allowed Claims in this Class. Payments shall commence on the first day of the month 60 days following the Plan Effective Date. Payments shall continue for 60 months. Once the Class 3 Claims are paid as set forth herein the funds that would otherwise be used to pay the Class 3 Claims shall be paid to the Class 2 claims at the rate of \$2,500.00 per month for months 25-60 of the Plan.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$3,818,042.01.

5.2.5 Class 3: Allowed General Unsecured Claims \$20,000 or less

The Creditors in this Class with Allowed Claims will be treated as follows:

Creditors in this Class with Allowed Claims will be paid pro-rata out of \$2,500.00 per month set aside by the Debtor to pay the Allowed Claims in this Class.

Payments shall commence on the first day of the month 30 days following the Plan Effective Date. Payments shall continue for 24 months.

This Class is Impaired and the holders of the Claims are entitled to vote to accept or reject the Plan. The total claims in this Class are estimated at \$299,180.09.

5.2.6 Class 4: Equity Interests in the Debtor

All equity in the Debtor will be cancelled. The equity interest holders are Impaired under the Plan. The new equity interests shall be issued to Cornelius Frederick Moore or his assigns in exchange for his equity contribution of \$150,000.00.

This Class is Impaired and the holders of the Interests are entitled to vote to accept or reject the Plan.

ARTICLE VI: Voting

Voting pursuant to Section 1126 of the Bankruptcy Code shall take place by ballot. Ballots will be distributed with the "solicitation package" approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.

Each entity entitled to vote may vote only in the specific case in which it holds a claim, and such vote will only be counted in its respective case.

ARTICLE VII: Plan Implementation

The Plan will be implemented and consummated post-effective date, pursuant to § 1123(a)(5) of the Code, by the commencement of payments as called for above. The Reorganized Debtors may elect to borrow money post-confirmation in order to make payments called for by this Plan.

ARTICLE VIII: Executory Contracts and Unexpired Leases

8.1 Assumption of Executory Contracts

Debtors shall assume, pursuant to Bankruptcy Code Section 1123(b)(2), all executory contracts that are owned by the Debtors on the Confirmation Date, unless specifically rejected by separate motion, and same shall be considered in good standing as of the Confirmation Date.

8.2 Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided in the Plan or in any order of the Bankruptcy Court, each Debtor shall have the right as provided for in the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Each Debtor shall assume or reject each executory contract or unexpired lease by a separate motion filed with the Bankruptcy Court. Provided, however, that upon Confirmation of this Plan, to the extent a Debtor has not expressly assumed by Motion an executory contract or unexpired lease, such contract or lease shall be deemed rejected as of the

Effective Date without further notice or order, and the Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejection, pursuant to § 365.

8.3 Reservation of Rights

Any contract or lease that a Debtor assumes remains subject to the same rights that such Debtor held or holds at, on, or after the Petition Date to modify or terminate such agreement under applicable non-bankruptcy law. Each executory contract or unexpired lease that a Debtor assumes or assumes and assigns shall revert in and be fully enforceable by the Reorganized Debtor or, if assigned, by the purchaser in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable federal law.

8.4 Bar Date for Claims Based on Rejection

If the rejection of an executory contract or an unexpired lease by a Debtor results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtor, their affiliates, successors, assigns, Estates, or their properties or agents, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtor, by the earlier of (a) the end of the month following the period in which the Effective Date occurs or (b) such other deadline as the Court may set for asserting a Claim for such damages. Any Rejection Claim arising from the rejection of an unexpired lease or executory contract shall be treated as a General Unsecured Claim; provided, however, that any Rejection Claim based upon the rejection of an unexpired lease of real property either prior to the Confirmation Date or upon the entry of the Confirmation Order shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtors that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Debtors of any objections to such Claim if asserted.

ARTICLE IX: Discharge, Releases, and Limitation of Liability

9.1 Releases and Discharge of Claims and Interests

Except as otherwise specifically provided by the Plan, the Confirmation of the Plan as to Debtors shall discharge that Debtor from any debt that arose before the Confirmation Date, and any debt of the kind specified in §§ 502(g), 502(h) or 502(i), whether or not a proof of Claim is Filed or is deemed Filed, whether or not such Claim is an Allowed Claim, and whether or not the holder of such Claim has voted on the Plan.

Except as otherwise specifically provided by the Plan, the distributions and rights that are provided in the Plan shall be in complete satisfaction and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date) of

- i. all Claims and causes of action against, liabilities of, liens on, obligations of and interests in each Debtor and Reorganized Debtor and the assets and properties of each Debtor and Reorganized Debtor, whether known or unknown; and

- ii. all causes of action (whether known or unknown, either directly or derivatively through any Debtor or Reorganized Debtor) against, Claims (as defined in § 101) against, liabilities (as guarantor of a Claim or otherwise) of, liens on the direct or indirect assets and properties of, and obligations of successors and assigns to each Debtor and Reorganized Debtor and its successors and assigns based on the same subject matter as any Claim or Interest or based on any act or omission, transaction or other activity or security, instrument, or other agreement of any kind or nature occurring, arising or existing prior to the Effective Date that was or could have been the subject of any Claim or Interest, in each case regardless of whether a proof of Claim or Interest was Filed, whether or not Allowed and whether or not the holder of the Claim or Interest has voted on the Plan.

9.2 Released Parties

On the Effective Date, the Revolve Debtors, on behalf of itself, unconditionally releases, and hereby are deemed to release unconditionally on such date each present officer, director, employee, consultant, financial advisor, attorney, accountant, professional, and other representatives of the Debtors (collectively as the "Released Parties" and any of the Released Parties individually shall be referred to as a "Released Party"), from any and all claims, obligations, suits, judgments, damages, rights, causes of action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon or related to any act or omission, transaction, event, or other occurrence in any way relating to or in connection with the Plan, except that no Released Party shall be released from acts or omissions which are the result of willful misconduct, gross negligence or fraud. As part of the Releases in this Plan, Tim Padden shall also receive a Release from all claims, causes of action, obligations and liabilities owed to the Debtors or any creditors of the Debtors whether they have asserted such a claim or not so that he may contribute funds, time and energies to the Debtors to oversee their continued operations and their Plan. Any scheduled claims are expressly not released.

The foregoing release provisions are an integral part of the Plan and are essential to its implementation. If and to the extent that the Bankruptcy Court concludes that the Plan cannot be confirmed with any portion of the foregoing releases, the Debtors reserve the right to amend the Plan so as to give effect as much as possible to the foregoing releases, or to delete them.

9.3 Limitation of Liability

Neither any Debtor or Reorganized Debtor nor any of their respective officers, directors, partners, employees, members, agents, advisors, affiliates, underwriters or investment bankers, nor any other professional persons employed by any of them (collectively, the "Exculpated Persons"), shall have or incur any liability to any entity for any act taken or omission made in good faith in connection with or related to formulating, negotiating, implementing, confirming or consummating the Plan, the Disclosure Statement or any Plan Document. The Exculpated Persons shall have no liability to any Debtor, Reorganized Debtor, Creditor, Interest holder, any other party in interest in the Chapter 11 Cases or any other entity for actions taken or not taken under the Plan, in connection herewith or with respect thereto, or arising out of their administration of the Plan or the property to be distributed under the Plan, in good faith, including, without limitation, failure to obtain Confirmation or to satisfy any condition or conditions, or refusal to waive any condition or

conditions, up to the occurrence of the Effective Date, and in all respects such Exculpated Persons shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

ARTICLE X: Claims and Resolution of Claim Disputes

10.1 The Debtors' Causes of Action

Except as otherwise released pursuant to the Plan, all Claims recoverable under Section 550 of the Bankruptcy Code, all Claims against third parties on account of an indebtedness, and all other Claims of any kind or character whatsoever owed to or in favor of the Debtors or the Estate to the extent not specifically compromised and released pursuant to the Plan or any agreement referred to and incorporated herein, are hereby preserved and retained for enforcement by the Debtors for the benefit of the Creditors subsequent to the Effective Date.

10.2 Time for Filing Claims

The holder of any Administrative Claim other than (i) a Fee Claim, (ii) a liability incurred and paid in the ordinary course of business by the Debtor, or (iii) an Allowed Administrative Claim, must file with the Bankruptcy Court and serve on the Debtors and their respective counsel, notice of such Administrative Claim within thirty (30) days after the Effective Date. At a minimum, such notice must identify (i) the name of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to file this notice timely and properly shall result in the Administrative Claim being forever barred and discharged.

Each Person asserting an Administrative Expense that is a Fee Claim incurred before the Effective Date shall be required to file with the Bankruptcy Court, and serve on the Debtors' counsel and the U. S. Trustee, a Fee Application within sixty (60) days after the Effective Date.

A person who is found to have received a voidable transfer shall have thirty (30) days following the date upon which the order ruling that such transfer is avoidable becomes a Final Order in which to file a Claim in the amount of such avoided transfer.

A Person asserting a claim based on the rejection of an executory contract or lease shall be governed by the terms above in the Article on Executory Contracts and Unexpired Leases.

Liabilities incurred from the Petition Date through the Effective Date in the ordinary course of business shall be paid in the ordinary course of business by the Debtor.

Each Person holding a claim not otherwise described in this Section shall file a proof of claim with the Clerk of the Bankruptcy Court and serve notice on Debtors and their counsel by the Bar Date. Unless otherwise provided for by the Bankruptcy Code or Rules, failure to do so shall result in the Claim being forever barred and discharged.

10.3 Objections to Claims

Any party authorized by the Bankruptcy Code may object to the allowance of Pre- petition Claims at any time prior to sixty (60) days after the Effective Date and, as to Rejection Claims or

Claims resulting from a voided transfer, at any time prior to sixty (60) days after the filing of any such Rejection Claim or claim based on a voided transfer. Any proof of Claim filed after the Court sets bar dates shall be of no force and effect and shall be deemed disallowed and forever barred unless the Court grants allowance of a late claim under the standards for granting a late claim. All Contested Claims shall be litigated to Final Order; provided, however, that the Debtors may compromise and settle any Contested Claim, subject to the approval of the Bankruptcy Court.

No distributions under the Plan shall be made to the holder of a Claim that is in dispute, unless and until such Claim becomes an Allowed Claim. If a Claim is disputed in whole or in part because a Debtor asserts a right of offset against such Claim or recoupment against the holder of such Claim, then, if and to the extent the Claim giving rise to the offset or recoupment is sustained by Final Order, the Claim in dispute shall be reduced or eliminated and, if applicable, the holder of such Claim shall be required to pay the amount of such offset or recoupment, less the amount of its Allowed Claim. In addition, any party authorized by the Bankruptcy Code, at any time, may request that the Court estimate any contingent, disputed or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of any prior objections.

ARTICLE XI: Effect of Confirmation

11.1 Discharge and Release of Debtors

Pursuant to Bankruptcy Code Section 1141, confirmation of the Plan will, with respect to each Debtor for which the Plan is confirmed, (1) discharge such Debtor and (2) except as otherwise specifically provided herein or in the order confirming the Plan, vest all property of the estate in such Reorganized Debtor free and clear of all liens, claims, and encumbrances of any kind.

11.2 Legal Binding Effect

The provisions of the Plan, pursuant to Bankruptcy Code Section 1141, shall bind the Debtors and all Creditors, whether or not they accept the Plan. The distributions provided for Claimants shall not be subject to any Claim by another creditor or interest holder by reason of any assertion of a contractual right of subordination.

11.3 Permanent Injunction

Confirmation of the Plan shall result in the issuance of an injunction such that all entities who have held, hold, or may hold Claims against or Interests in a Debtor are, with respect to any such Claims or Interests, permanently enjoined from and after the Confirmation Date from:

- a. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting any Debtor or Reorganized Debtor, any of their professionals, any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any Debtor, or any property of any such transferee or successor;
- b. enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether

directly or indirectly, of any judgment, award, decree or order against any Debtor or Reorganized Debtor, any of their professionals, any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any Debtor, or any property of any such transferee or successor;

- c. creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any Debtor or Reorganized Debtor, any of their professionals, any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing entities;
- d. asserting any right of setoff, subrogation, or recoupment of any kind, directly or indirectly, against any obligation due to any Debtor or Reorganized Debtor, any of their professionals, any of their property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing entities; and
- e. acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

Provided, however, that each holder of a Contested Claim may continue to prosecute its proof of Claim in the Bankruptcy Court and all holders of Claims shall be entitled to enforce their rights under the Plan and any agreements executed or delivered pursuant to or in connection with the Plan.

In the event that any Entity takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this Section of the Plan, then, upon notice to the Bankruptcy Court, the action or proceeding in which the claim of such entity is asserted shall automatically be transferred to the Bankruptcy Court for enforcement of the provisions of this Section of the Plan.

ARTICLE XII: General Provisions

12.1 Request for Relief Under Bankruptcy Code Section 1129

In the event any Impaired Class shall fail to accept the Plan in accordance with Bankruptcy Code Section 1129(a), the Debtors reserve the right to, and do hereby request the Bankruptcy Court to confirm the Plan in accordance with Bankruptcy Code Section 1129(b).

12.2 Revocation

The Debtors reserve the right to revoke and withdraw the Plan at any time prior to the Confirmation Date.

12.3 Effect of Withdrawal or Revocation

If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors.

12.4 Due Authorization by Creditors

Each and every Claimant who elects to participate in the distributions provided herein warrants that it is authorized to accept in consideration of its Claim against the Debtors the distributions provided in the Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by it under the Plan.

12.5 Entire Agreement

The Plan, as described herein, the Confirmation Order, and all other documents and instruments to effectuate the Plan provided for herein, constitute the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior discussions and documents.

12.6 Section 1146 Exemption

Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange or any security under the Plan or the making or delivery of any instrument or transfer pursuant to, in implementation of, or as contemplated by the Plan or the transfer of any property pursuant to the Plan shall not be taxed under any federal, state or local law imposing a stamp, transfer, or similar tax or fee.

12.7 Provisions Governing Distributions

All payments and distributions under the Plan shall be made by the Debtors as indicated. Any payments or distributions to be made by the Debtors pursuant to the Plan shall be made as soon as reasonably practicable after the Effective Date, except as otherwise provided for in the Plan, or as may be ordered by the Bankruptcy Court. Any payment or distribution by the Debtors pursuant to the Plan, to the extent delivered by the United States Mail, shall be deemed made when deposited into the United States Mail.

Payments of Cash to be made by the Debtors pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank.

Distributions and deliveries to holders of Allowed Claims shall be made at the addresses set forth on the proofs of Claim or proofs of Interest filed by such holders (or at the last known addresses of such holders if no proof of Claim or proof of Interest is filed). All Claims for undeliverable distributions shall be made on or before the second anniversary of the Effective Date. After such date, all unclaimed property shall remain the property of the Debtors and the Claim of any other holder with respect to such unclaimed property shall be discharged and forever barred.

Checks issued by the Debtors in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of delivery thereof. Requests for reissuance of any check shall be made directly to the Debtors by the holder of the Allowed Claim to whom such check originally was issued. Any claim in respect of such a voided check shall be made within ninety (90) days after the date of delivery of such check. After such date, all Claims in respect of void

checks shall be discharged and forever barred, and the amount of such checks shall become Unclaimed Property and returned to the Debtors.

No interest shall be paid on any Claim unless, and only to the extent that, the Plan specifically provides otherwise.

12.8 Governing Law

Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, or a specific choice of law provision is provided, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, without regard to conflicts of law.

12.9 Modification of Plan

A Debtor may, pursuant to Section 1127(a) of the Bankruptcy Code, modify the Plan at any time prior to the entry of the Confirmation Order. After entry of the Confirmation Order, a Reorganized Debtor may, pursuant to Section 1127(b) and (c) of the Bankruptcy Code and with approval of the Bankruptcy Court, modify or amend the Plan in a manner that does not materially or adversely affect the interests of Persons affected by the Plan without having to solicit acceptance of such modification, and may take such steps as are necessary to carry out the purpose and effect of the Plan as modified.

12.10 Number and Gender of Words

Whenever the singular number is used, it shall include the plural, and the plural shall include the singular, as appropriate to the context. Words of any gender shall include each other gender where appropriate.

12.11 Headings

The headings and captions used in the Plan are for convenience only and shall not be deemed to limit, amplify, or modify the terms of the Plan nor affect the meaning thereof.

12.12 Time Computation

In computing any period of time prescribed herein, the provisions of Federal Rule of Bankruptcy Procedure Rule 9006(a) shall apply.

12.13 Severability

If any term or provision of the Plan is determined by a Court to be invalid, void, or unenforceable, such determination shall in no way limit or affect the enforceability or operative effect of any other provision of the Plan. If any term or provision of the Plan is of such a character as to deny Confirmation, the Debtors reserve the right to strike or modify such provision and seek Confirmation of the Plan as modified. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and

effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

12.14 No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed as an admission by any Entity with respect to any matter set forth herein.

ARTICLE XIII: Administrative Provisions

13.1 Retention of Jurisdiction

Notwithstanding confirmation of the Plan or the Effective Date having occurred, the Court will retain jurisdiction for the following purposes:

1. Allowance of Claims. To hear and determine the allowability of all Claims upon objections to such Claims.
2. Executory Contracts and Unexpired Leases Proceedings. To act with respect to proceedings regarding the assumption of any executory contract or unexpired lease of the Debtors pursuant to Sections 365 and 1123 of the Code and this Plan.
3. Plan Interpretation. To resolve controversies and disputes regarding the interpretation of the Plan.
4. Plan Implementation. To implement and enforce the provisions of the Plan and enter orders in aid of confirmation and implementation of the Plan.
5. Plan Modification. To modify the Plan pursuant to Section 1127 of the Code and applicable Bankruptcy Rules, except that no modification shall be made to the Plan that would impair, diminish or affect in any way the rights of participants of any Classes of the Plan without the consent of such Class.
6. Adjudication of Controversies. To adjudicate such contested matters and adversary proceedings as may be pending or subsequently initiated in the Court against the Debtors.
7. Injunctive Relief. To issue any injunction or other relief as appropriate to implement the intent of the Plan, and to enter such further orders enforcing any injunctions or other relief issued under the Plan or in the Confirmation Order.
8. Interpleader Action. To entertain interpleader actions concerning assets to be distributed or other assets of the Estate.

9. Correct Minor Defects. To correct any defect, cure any omission or reconcile any inconsistency or ambiguity in the Plan, the Confirmation Order or any document executed or to be executed in connection therewith, as may be necessary to carry out the purposes and intent of the Plan, provided that the rights of any holder or an Allowed Claim are not materially and adversely affected thereby.
10. Fees and Expenses and Administrative Claims. To review and authorize payment of professional fees and expenses or any other administrative claim incurred prior to the Effective Date.
11. Post-Confirmation Orders Regarding Confirmation. To enter and implement such orders as may be appropriate in the event the Confirmation Order is, for any reason, stayed, reversed, revoked, modified, or vacated.
12. Final Decree. To enter a final decree closing the Case pursuant to Bankruptcy Rule 3022.
13. Settlements. To approve settlements relating to the above
14. Resolution of Related Matters. To hear any other matter not inconsistent with the Bankruptcy Code or the Bankruptcy Court's jurisdiction.

13.2 Successors and Assigns

The rights, benefits, and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, not just the entity but also the heirs, executors, administrators, successors, and assigns of such entity.

13.3 Notices

After Confirmation, all notices, requests or demands for payments provided for in the Plan shall be in writing and shall be addressed to:

Joyce W. Lindauer
12720 Hillcrest Road, Suite 625
Dallas, Texas 75230
(972) 503-4033 Telephone
(972) 503-4034 Facsimile

with copies to:

Tim Padden
1800 W. Howard Lane
Suite 100
Austin, TX 78728

For so long as the Chapter 11 Cases remain open, any of the above may, from time to time, change its address for future notices and other communications hereunder by filing a notice of the change of address with the Bankruptcy Court. After the Chapter 11 Cases are closed, any of the above may, from time to time, change its address for future notices and other communications hereunder by service upon any party in interest expressly requesting notice of same. Any and all notices given under the Plan shall be effective when received.

Respectfully submitted,

/s/ Joyce W. Lindauer

Joyce W. Lindauer

State Bar No. 21555700

Joyce W. Lindauer Attorney, PLLC

12720 Hillcrest Road, Suite 625

Dallas, Texas 75230

Telephone: (972) 503-4033

Facsimile: (972) 503-4034

Attorneys for Debtors

/s/ Tim Padden

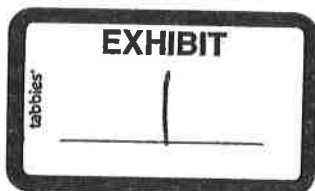
Tim Padden

President

of Revolve Solar Debtors

Revolve Solar Creditors
Revised, 9/22/2016

Revolve Solar (CA) Inc.					
Type	Class	Name	Claim	Comment	
Unsecured - Priority	1	Carol Eastman	\$ 256.82		
Unsecured - Priority	1	Jon Lenton	\$ 13,346.50		
Unsecured - Priority	1	Ken Stout	\$ 15,749.50		
Unsecured - Priority	1	Mark Cato	\$ 1,000.00	Proof of claim filed	
Unsecured - Priority	1	Mark Kille	\$ 14,940.00		
Unsecured - Priority	1	Matt Stuart	\$ 1,600.00		
Unsecured - Priority	1	Misty Hair	\$ 48.30		
Unsecured - Priority	1a	Internal Revenue Service	\$ 100,000.00	Proof of claim filed	
Unsecured - Nonpriority	2	Alston & Bird, LLP	\$ 60,936.04		
Unsecured - Nonpriority	2	Complete Business Solutions Group	\$ 69,150.00		
Unsecured - Nonpriority	2	Consolidated Electrical Distributors Inc	\$ 3,162,682.14		
Unsecured - Nonpriority	2	FleetStaff, Inc.	\$ 306,697.70		
Unsecured - Nonpriority	2	Harbert Roofing, Inc.	\$ 25,358.00		
Unsecured - Nonpriority	2	Soligent Distribution, LLC	\$ 193,218.13		
Unsecured - Nonpriority	2	Krannich Solar	\$ 172,890.99		
Unsecured - Nonpriority	3	Applied Engineering	\$ 1,225.00		
Unsecured - Nonpriority	3	Big O Tires	\$ 944.07		
Unsecured - Nonpriority	3	Bill Tree Services, Inc	\$ 2,500.00		
Unsecured - Nonpriority	3	Capital Premium Financing	\$ 916.06		
Unsecured - Nonpriority	3	Comerica	\$ 3,071.71		
Unsecured - Nonpriority	3	Compliant Background Chex LLC	\$ 759.50	Proof of claim filed	
Unsecured - Nonpriority	3	DLA Piper, LLP	\$ 1,666.67		
Unsecured - Nonpriority	3	Fasteners Inc.	\$ 3,394.28		
Unsecured - Nonpriority	3	Fortune Energy, Inc.	\$ 13,091.15		
Unsecured - Nonpriority	3	GEICO Commercial Auto Insurance	\$ 4,572.14		
Unsecured - Nonpriority	3	Gibbs Giden Attorneys at Law	\$ 1,500.00		
Unsecured - Nonpriority	3	Greensky	\$ 19,725.72	3rd Party Solar Finance Partner	
Unsecured - Nonpriority	3	Kid Giant, LLC	\$ 170.00		
Unsecured - Nonpriority	3	LYRO Printing	\$ 4,569.48		
Unsecured - Nonpriority	3	Mast Roofing, Inc.	\$ 4,250.00		
Unsecured - Nonpriority	3	PG&E	\$ 97.32		
Unsecured - Nonpriority	3	Platt Electric Supply	\$ 3,133.98		



Unsecured - Nonpriority	3	Quill Corporation	\$	585.20	
Unsecured - Nonpriority	3	Ray Morgan Company, Inc	\$	909.49	
Unsecured - Nonpriority	3	Redding Fastners, Inc.	\$	3,163.75	
Unsecured - Nonpriority	3	Sandler Training	\$	17,291.15	
Unsecured - Nonpriority	3	Shasta Builders Exchange	\$	533.99	Scheduled as materials.
Unsecured - Nonpriority	3	Sierra Vista Vegetation Removal & Tree Service	\$	3,100.00	
Unsecured - Nonpriority	3	Silicon Valley Bank	\$	4,306.51	
Unsecured - Nonpriority	3	Sunstate Equipment Co.	\$	1,121.49	
Unsecured - Nonpriority	3	Tugwell Roofing Co.	\$	19,785.00	
Unsecured - Nonpriority	3	United Rentals (North America), Inc.	\$	702.96	
Unsecured - Nonpriority	3	UPS	\$	285.76	
Unsecured - Nonpriority	3	Valley YellowPages	\$	80.00	
Unsecured - Nonpriority	3	Wex Bank	\$	8,264.64	
Unsecured - Nonpriority	3	World Telecom & Surveillance, Inc.	\$	95.00	
Unsecured - Nonpriority	3	Yellow Pages	\$	81.08	
Unsecured - Nonpriority	3	Yellow Pages United	\$	396.00	
Unsecured - Nonpriority		CalFirst		unknown	
Unsecured - Nonpriority		Coordinated Insurance Services		unknown	
Unsecured - Nonpriority		Mosaic		unknown	
Unsecured - Nonpriority		Revolve Solar, Inc.		unknown	
Unsecured - Nonpriority		SolarEngine		unknown	
Unsecured - Nonpriority		Sungage		unknown	
Unsecured - Nonpriority		Technology Credit Corporation		unknown	
Unsecured - Nonpriority		Ygene		unknown	

CLASS TOTALS:		Payment		Treatment	
1	\$	46,941.12	100%	Pay 100% over 24 mo. @ 3.25%	
1a	\$	100,000.00	100%	Pay 100% over 60 mo. @ 3.25%	
1b		\$1,000.00	100%	Pay 100% over 60 mo. @ 3.25%	
2	\$	3,990,933.00	6.0%	P/R share of \$4,000 for 60mo.	
3	\$	126,289.10	47.5%	P/R share of \$2,500 for 24mo.	
4	\$	-	0%		
TOTAL:		\$ 4,265,163.22			

Revolve Solar (TX) Inc.					
Type	Class	Name	Claim	Comment	
Unsecured - Priority	1	Audrey Walker	\$ 14,169.00		
Unsecured - Priority	1	Chris Cook	\$ 80.00	Priority amount sched as \$0	
Unsecured - Priority	1	Dawn Smith	\$ 41.04		
Unsecured - Priority	1	Pete Lipscomb	\$ 3,632.50		
Unsecured - Priority	1a	Internal Revenue Service	\$ 100,000.00	Proof of claim filed.	
Unsecured - Priority	1b	Travis County Tax Office	\$ 285.22		
Unsecured - Priority	1b	Texas Comptroller of Public Accounts	\$ 3,129.38		
Unsecured - Nonpriority	2	Consolidated Electrical Distributors Inc	\$ 514,337.86		
Unsecured - Nonpriority	2	FleetStaff, Inc.	\$ 204,465.14		
Unsecured - Nonpriority	2	GexPro	\$ 25,521.34		
Unsecured - Nonpriority	2	Krannich Solar	\$ 56,831.02		
Unsecured - Nonpriority	2	Valley Mountain Regional Center	\$ 1,112,000.00	Proof of claim filed. Not owed per client. Need to file objection.	
Unsecured - Nonpriority	3	Accutemps	\$ 5,268.58	Hugh Thomas Temp service	
Unsecured - Nonpriority	3	AlphaGraphics	\$ 660.15		
Unsecured - Nonpriority	3	Avis Rent A Car	\$ 1,285.04		
Unsecured - Nonpriority	3	Backstead Terry PLLC	\$ 6,191.50	Client to check on payments.	
Unsecured - Nonpriority	3	Barron & Newburger, PC	\$ 1,059.30		
Unsecured - Nonpriority	3	Capital Premium Financing	\$ 916.06		
Unsecured - Nonpriority	3	Chirp Security & Audio	\$ 305.27		
Unsecured - Nonpriority	3	Comerica	\$ 2,165.87		
Unsecured - Nonpriority	3	Compliant Background Chex LLC	\$ 128.82		
Unsecured - Nonpriority	3	Crawford Electric	\$ 15,804.87	Proof of claim filed.	
Unsecured - Nonpriority	3	DLA Piper, LLP	\$ 1,666.67		
Unsecured - Nonpriority	3	Fastenal	\$ 1,287.36		
Unsecured - Nonpriority	3	Grande Communications Network, Omnia	\$ 361.44		
Unsecured - Nonpriority	3	Green Mountain Energy Company	\$ 113.55	Apartment	
Unsecured - Nonpriority	3	Greensky	\$ 4,413.99	3rd Party Solar Finance Partner	
Unsecured - Nonpriority	3	IBM Corporation	\$ 171.00		

Unsecured - Nonpriority	3	Jan-Pro of Austin	\$	422.18	
Unsecured - Nonpriority	3	Office Edge / COSA, Inc.	\$	633.67	
Unsecured - Nonpriority	3	ProStar Services Inc.	\$	300.83	
Unsecured - Nonpriority	3	Silicon Valley Bank	\$	7,050.33	
Unsecured - Nonpriority	3	Soligent Distribution, LLC	\$	17,334.44	
Unsecured - Nonpriority	3	Summit Electric Supply Inc.	\$	12,906.32	
Unsecured - Nonpriority	3	Taube Summers LLP	\$	982.90	
Unsecured - Nonpriority	3	UPS	\$	344.74	
Unsecured - Nonpriority	3	Wes Walters Realty Inc	\$	8,095.26	
Unsecured - Nonpriority	3	Xerox Corporation	\$	356.82	
Unsecured - Nonpriority		Revolve Solar, Inc.		unknown	
Unsecured - Nonpriority		SolarEngine		unknown	
Unsecured - Nonpriority		Sungage		unknown	

CLASS TOTALS:			Payment	Treatment
1	\$	18,207.76	100%	Pay 100% over 60 mo. @ 3.25%
1a		\$100,000.00	100%	Pay 100% over 60 mo. @ 3.25%
1b		\$3,414.60	100%	Pay 100% over 60 mo. @ 3.25%
2	\$	1,913,155.36	12.5%	P/R share of \$4,000 for 60mo.
3	\$	90,226.96	66.5%	P/R share of \$2,500 for 24mo.
4	\$	-	0%	
TOTAL:	\$	2,125,004.68		

MOR-1

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd
PROPOSED PLAN DATE: _____

UNITED STATES BANKRUPTCY COURT

PETITION DATE: 7/31/2016
DISTRICT OF TEXAS: Western District
DIVISION: _____

MONTHLY OPERATING REPORT SUMMARY FOR AUGUST

MONTH	August	0.00	0.00	0.00	0.00	2016
REVENUES (MOR-6)						
INCOME BEFORE INT. DEPREC. TAX (MOR-6)	-67,235.29	0.00	0.00	0.00	0.00	0.00
NET INCOME (LOSS) (MOR-6)	-67,235.29	0.00	0.00	0.00	0.00	0.00
PAYMENTS TO INSIDERS (MOR-9)	0.00	0.00	0.00	0.00	0.00	0.00
PAYMENTS TO PROFESSIONALS (MOR-9)	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS (MOR-7)	44,210.12	0.00	0.00	0.00	0.00	0.00

The original of this document must be filed with the United States Bankruptcy Court and a copy must be sent to the United States Trustee

REQUIRED INSURANCE MAINTAINED AS OF SIGNATURE DATE	EXP. DATE
CASUALTY YES (X) NO ()	11-01-2016
LIABILITY YES (X) NO ()	11-01-2016
VEHICLE YES (X) NO ()	10/09/2017
WORKER'S YES (X) NO ()	08-03-2017
OTHER YES () NO ()	_____

CIRCLE ONE

Are all accounts receivable being collected within terms?

Are all post-petition liabilities, including taxes, being paid within terms?

Have any pre-petition liabilities been paid?

If so, describe

Are all funds received being deposited into DIP bank accounts?

Were any assets disposed of outside the normal course of business?

If so, describe

Are all U.S. Trustee Quarterly Fee Payments current?

What is the status of your Plan of Reorganization? we will file the plan in 2-3 days.

ATTORNEY NAME: Joyce W Lindauer
FIRM NAME: Joyce W Lindauer Attorney, PLLC
ADDRESS: 12720 Hillcrest Road
Suite 625
CITY, STATE, ZIP: Dallas, TX 75230
TELEPHONE/FAX: 972-503-4033

MOR-1

I certify under penalty of perjury that the following complete Monthly Operating Report (MOR), consisting of MOR-1 through MOR-9 plus attachments, is true and correct.

SIGNED X _____ TITLE: CEO
(OPTIONAL SIGNATURE)
Tim Padden
(PRINT NAME OF SIGNATORY)
DATE 9/19/2016
Revised 07/01/98

tabbles

EXHIBIT

B

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

COMPARATIVE BALANCE SHEETS

ASSETS	FILING DATE*	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
CURRENT ASSETS	7/31/2016	August						
Cash	26,121.12	11,613.42						
Accounts Receivable, Net	40,673.47	29,682.20						
Inventory: Lower of Cost or Market	40,276.60	62,935.01						
Prepaid Expenses	0.00	0.00						
Investments	0.00	0.00						
Other	294,109.34	245,862.60						
TOTAL CURRENT ASSETS	401,180.53	350,093.23	0.00	0.00	0.00	0.00	0.00	0.00
PROPERTY, PLANT & EQUIP. @ COST	41,333.75	41,333.75						
Less Accumulated Depreciation		8,266.75						
NET BOOK VALUE OF PP & E	41,333.75	33,067.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER ASSETS								
1. Tax Deposits	0.00	0.00						
2. Investments in Subsidiaries	0.00	0.00						
3. Electric Deposit	0.00	0.00						
4. Lease Deposit	4,500.00	4,500.00						
TOTAL ASSETS	\$447,014.28	\$387,660.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Per Schedules and Statement of Affairs

MOR-2

Revised 07/01/98

NOTE: Property, Plant and Equipment was net of accumulated depreciation on July 31

NOTE: "Other" includes work in process, these amounts include jobs that have not been completed but are in process. The Company is currently working with a subcontractor to support.

CASE NAME: Revolve Solar (TX), In AND Revolve Solar (CA) AND Revolve Solar Inc.
CASE NUMBER: 16-10897-tmd

COMPARATIVE BALANCE SHEETS

LIABILITIES & OWNER'S EQUITY	FILING DATE*	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	7/31/2016	August					
LIABILITIES							
POST-PETITION LIABILITIES(MOR-4)		38,081.18					
PRE-PETITION LIABILITIES							
Notes Payable - Secured							
Priority Debt	125,212.14	125,212.14					
Federal Income Tax	0.00	0.00					
FICA/Withholding	0.00	0.00					
Unsecured Debt	891,820.74	891,820.74					
Other*		1,179.10					
TOTAL PRE-PETITION LIABILITIES	1,017,032.88	1,018,211.98	0.00	0.00	0.00	0.00	0.00
TOTAL LIABILITIES	1,017,032.88	1,056,293.16	0.00	0.00	0.00	0.00	0.00
OWNER'S EQUITY (DEFICIT)							
PREFERRED STOCK	0.00	0.00					
COMMON STOCK	100,000.00	100,000.00					
ADDITIONAL PAID-IN CAPITAL	0.00	0.00					
RETAINED EARNINGS: Filing Date	0.00	0.00					
RETAINED EARNINGS: Post Filing Date	0.00	-67,235.29	-67,235.29	-67,235.29	-67,235.29	-67,235.29	-67,235.29
TOTAL OWNER'S EQUITY (NET WORTH)	100,000.00	32,764.71	-67,235.29	-67,235.29	-67,235.29	-67,235.29	-67,235.29
TOTAL LIABILITIES & OWNERS EQUITY	\$1,117,032.88	\$1,089,057.87	(\$67,235.29)	(\$67,235.29)	(\$67,235.29)	(\$67,235.29)	(\$67,235.29)

* Per Schedules and Statement of Affairs

MOR-3

*TX SUI

Revised 07/01/98

NOTE: sales in the month of August were very low as the Company was downsizing and collections stopped due to customer financing progress payments halted. This has now been reversed.
NOTE: when bank accounts were frozen, the purchase of parts halted. this has now been reversed.

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

SCHEDULE OF POST-PETITION LIABILITIES

	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	August					
TRADE ACCOUNTS PAYABLE	13,753.84					
TAX PAYABLE						
Federal Payroll Taxes	13,148.24					
State Payroll Taxes	1,179.10					
Ad Valorem Taxes						
Other Taxes						
TOTAL TAXES PAYABLE	14,327.34	0.00	0.00	0.00	0.00	0.00
SECURED DEBT POST-PETITION						
ACCRUED INTEREST PAYABLE						
ACCRUED PROFESSIONAL FEES*	10,000.00					
OTHER ACCRUED LIABILITIES						
1.						
2.						
3.						
TOTAL POST-PETITION LIABILITIES (MOR-3)	\$38,081.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Payment requires Court Approval

MOR-4

Revised 07/01/98

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

AGING OF POST-PETITION LIABILITIES
MONTH August

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	10,856.22	10,856.22				
31-60	2,897.62	2,897.62				
61-90	0.00					
91+	0.00					
TOTAL	\$13,753.84	\$13,753.84	\$0.00	\$0.00	\$0.00	\$0.00

AGING OF ACCOUNTS RECEIVABLE

MONTH	August					
0-30 DAYS	29,682.00					
31-60 DAYS						
61-90 DAYS						
91+ DAYS						
TOTAL	\$29,682.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MOR-5

Revised 07/01/98

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

STATEMENT OF INCOME (LOSS)

	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	FILING TO DATE
REVENUES (MOR-1)	10,708.00								10,708.00
TOTAL COST OF REVENUES	5,329.47								5,329.47
GROSS PROFIT	5,378.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,378.53
OPERATING EXPENSES:									
Selling & Marketing	1,779.00								1,779.00
General & Administrative	7,853.09								7,853.09
Insiders Compensation	0.00								0.00
Professional Fees	10,000.00								10,000.00
Payroll***	52,981.73								52,981.73
Other									0.00
TOTAL OPERATING EXPENSES	72,613.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72,613.82
INCOME BEFORE INT, DEPR/TAX (MOR-1)	-67,235.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,235.29
INTEREST EXPENSE	0.00								0.00
DEPRECIATION	0.00								0.00
OTHER (INCOME) EXPENSE*	0.00								0.00
OTHER ITEMS**	0.00								0.00
TOTAL INT, DEPR & OTHER ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME BEFORE TAXES	-67,235.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,235.29
FEDERAL INCOME TAXES									0.00
NET INCOME (LOSS) (MOR-1)	(\$67,235.29)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$67,235.29)

Accrual Accounting Required. Otherwise Footnote with Explanation.

* Footnote Mandatory.

** Unusual and/or infrequent item(s) outside the ordinary course of business requires footnote.

MOR-6

***Payroll includes EE ER WH

Revised 07/01/98

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

CASH RECEIPTS AND DISBURSEMENTS		MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	FILING TO DATE
1 CASH-BEGINNING OF MONTH		August	\$0.00	\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42	\$0.00
RECEIPTS:									
2 CASH SALES									0.00
3 COLLECTION OF ACCOUNTS RECEIVABLE			28,645.98						28,645.98
4 LOANS & ADVANCES (attach list)			0.00						0.00
5 SALE OF ASSETS			0.00						0.00
6 OTHER (attach list) / Transfer			27,177.56						27,177.56
TOTAL RECEIPTS**			55,823.54	0.00	0.00	0.00	0.00	0.00	55,823.54
(Withdrawal) Contribution by Individual Debtor MFR-2*									0.00
DISBURSEMENTS:									
7 NET PAYROLL			32,770.34						32,770.34
8 PAYROLL TAXES PAID			0.00						0.00
9 SALES, USE & OTHER TAXES PAID			0.00						0.00
10 SECURED/RENTAL/LEASES			0.00						0.00
11 UTILITIES & TELEPHONE			0.00						0.00
12 INSURANCE			4,036.56						4,036.56
13 INVENTORY PURCHASES			171.58						171.58
14 VEHICLE EXPENSES			837.01						837.01
15 TRAVEL & ENTERTAINMENT			0.00						0.00
16 REPAIRS, MAINTENANCE & SUPPLIES			0.00						0.00
17 ADMINISTRATIVE & SELLING			666.63						666.63
18 OTHER (attach list) / Transfer			5,728.00						5,728.00
TOTAL DISBURSEMENTS FROM OPERATIONS			44,210.12	0.00	0.00	0.00	0.00	0.00	44,210.12
19 PROFESSIONAL FEES			0.00						0.00
20 U.S. TRUSTEE FEES			0.00						0.00
21 OTHER REORGANIZATION EXPENSES (attach list)			0.00						0.00
TOTAL DISBURSEMENTS**			44,210.12	0.00	0.00	0.00	0.00	0.00	44,210.12
22 NET CASH FLOW			11,613.42	0.00	0.00	0.00	0.00	0.00	11,613.42
23 CASH - END OF MONTH (MOR-2)			\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42	\$11,613.42

* Applies to Individual debtors only

**Numbers for the current month should balance (match)

RECEIPTS and CHECKS/OTHER DISBURSEMENTS lines on MOR-8

MOR-7

Revised 07/01/98

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

CASH ACCOUNT RECONCILIATION
MONTH OF August, 2016

BANK NAME	Wells Fargo		#	#				
ACCOUNT NUMBER								
ACCOUNT TYPE	OPERATING	PAYROLL	Tax	OTHER FUNDS	TOTAL			
BANK BALANCE	11,613.42	0.00	0.00	0.00	\$11,613.42			
DEPOSITS IN TRANSIT	0.00	0.00	0.00	0.00	\$0.00			
OUTSTANDING CHECKS	0.00	0.00	0.00	0.00	\$0.00			
ADJUSTED BANK BALANCE	\$11,613.42	\$0.00	\$0.00	\$0.00	\$11,613.42			
BEGINNING CASH - PER BOOKS	0.00	0.00	0.00	0.00	\$0.00			
RECEIPTS*	28,645.98	0.00	0.00	0.00	\$28,645.98			
TRANSFERS BETWEEN ACCOUNTS	21,449.56	0.00	0.00	0.00	\$21,449.56			
(WITHDRAWAL) OR CONTRIBUTION BY INDIVIDUAL DEBTOR MFR-2	0.00	0.00	0.00	0.00	\$0.00			
CHECKS/OTHER DISBURSEMENTS*	38,482.12	0.00	0.00	0.00	\$38,482.12			
ENDING CASH - PER BOOKS	\$11,613.42	\$0.00	\$0.00	\$0.00	\$11,613.42			

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
TOTAL DISBURSEMENTS lines on MOR-7

Revised 07/01/98

CASE NAME: Revolve Solar (TX), Inc
CASE NUMBER: 16-10897-tmd

PAYMENTS TO INSIDERS AND PROFESSIONALS

Of the total disbursements shown for the month, list the amount paid to insiders (as defined in Section 101(31)(A)-(F) of the U.S. Bankruptcy Code) and the professionals. Also, for insiders, identify the type of compensation paid (e.g., salary, commission, bonus, etc.) (Attach additional pages as necessary).

INSIDERS: NAME/COMP TYPE	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1.	August	0.00					
2.							
3.							
4.							
5.							
6.							
TOTAL INSIDERS (MOR-1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROFESSIONALS	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1.	August	0.00					
2.							
3.							
4.							
5.							
6.							
TOTAL PROFESSIONALS (MOR-1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MOR-9

Revised 07/01/98

Wells Fargo Business Choice Checking

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 1 of 6

WELLS
FARGO

REVOLVE SOLAR (TX), INC.
DEBTOR IN POSSESSION
CH 11 CASE #16-10896(WTX)
1800 HOWARD LN STE 100
AUSTIN TX 78728-7739

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-6935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking ☒
Online Statements ☒
Business Bill Pay ☒
Business Spending Report ☒
Overdraft Protection ☐

Activity summary

Beginning balance on 8/9	\$0.00
Deposits/Credits	55,823.54
Withdrawals/Debits	- 44,210.12
Ending balance on 8/31	\$11,613.42
 Average ledger balance this period	 \$17,550.34

Account number:

REVOLVE SOLAR (TX), INC.
DEBTOR IN POSSESSION
CH 11 CASE #16-10896(WTX)

Texas/Arkansas account terms and conditions apply

For Direct Deposit use
Routing Number (RTN):

For Wire Transfers use
Routing Number (RTN):

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 2 of 6

WELLS
FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/10		ATM Check Deposit on 08/10 8045 Mesa Drive Austin TX 0000132 ATM ID 01191 Card 8999	20,182.98		20,182.98
8/12	9005	Cashed Check		534.14	
8/12	9016	Cashed Check		673.00	
8/12	9001	Check		471.71	
8/12	9018	Check		842.04	
8/12	9003	Check		1,061.73	16,800.36
8/15		Bank Originated Debit		95.32	
8/15		Bank Originated Debit		165.54	
8/15	9006	Check		597.25	
8/15	9009	Check		744.83	15,197.42
8/16		Online Transfer to Revolve Solar (CA), Inc. Ref #lbev3Vmkst Business Checking to Pay Google		728.00	
8/16		Online Transfer to Revolve Solar (CA), Inc. Ref #lben9Rrj7N Business Checking Check Mixup Money to Cover		5,000.00	
8/16	9017	Check		918.89	
8/16	9007	Check		1,678.55	
8/16	9004	Check		762.48	8,109.70
8/18	9008	Check		638.74	
8/18	9011	Check		858.38	
8/18	9002	Check		668.63	
8/18	9012	Check		917.99	
8/18	9010	Check		545.24	2,486.72
8/19		Checking Opening Deposit	8,463.00		
8/19		Online Transfer From Revolve Solar, Inc. Ref #lbev3Wpflm Business Checking for Insurance	4,030.56		14,980.28
8/22		Capital Premium Ins. Pmt 160822 Revolve Solar, (TX), I		4,036.56	10,943.72
8/24		Purchase authorized on 08/23 7-Eleven 35805 Austin TX S466236467267691 Card 8999		50.00	10,893.72
8/25		Purchase authorized on 08/23 Shell Oil 57545827 Austin TX S586236533491206 Card 8999		18.51	
8/25		Purchase authorized on 08/23 The Home Depot #65 Austin TX S466236708907194 Card 8999		101.28	10,773.93
8/26		Online Transfer From Revolve Solar, Inc. Ref #lbe2Wkmb8V Business Checking for Texas Payroll and Reimb	23,147.00		
8/26		Purchase authorized on 08/23 Exxonmobil 4812 Austin TX S308236464399331 Card 8999		51.92	
8/26		Purchase authorized on 08/25 Discountrubstamps 800-348-1689 WI S306238691383555 Card 8999		31.93	
8/26	9106	Deposited OR Cashed Check		5,876.91	
8/26	9109	Check		1,386.55	
8/26	9112	Check		1,200.52	
8/26	9101	Check		1,588.73	23,784.37
8/29		Purchase authorized on 08/26 UPS*1Zr62391019170 800-811-1648 GA S586237829714705 Card 8999		41.43	
8/29		Purchase authorized on 08/26 Sol*Soligent 707-992-3103 CA S306238672811825 Card 8999		18.91	
8/29		Purchase authorized on 08/26 Sol*Soligent 707-992-3103 CA S306238674398919 Card 8999		19.46	
8/29		Purchase authorized on 08/26 Alpha Graphics 512-8280700 TX S466239810198818 Card 8999		324.72	
8/29	9108	Deposited OR Cashed Check		1,124.46	
8/29	9110	Check		234.23	
8/29	9116	Check		41.04	
8/29	9104	Check		1,608.84	
8/29	9103	Check		129.29	
8/29	9118	Check		125.00	
8/29	9117	Check		250.00	
8/29	9105	Check		793.27	
8/29	9111	Check		1,562.10	

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 3 of 6

WELLS
FARGO**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/29	9100	Check		1,308.42	
8/29	9102	Check		1,304.16	14,899.04
8/30		Purchase authorized on 08/29 The UPS Store #039 Austin TX S466242758804396 Card 8999		39.62	
8/30	9107	Check		2,613.49	
8/30	9121	Check		250.00	11,995.93
8/31		Purchase authorized on 08/30 Chevron 0205232 Austin TX S466243606737619 Card 8999		50.48	
8/31	9122	Check		332.03	11,613.42
Ending balance on 8/31					11,613.42
Totals			\$55,823.54	\$44,210.12	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
9001	8/12	471.71	9012	8/18	917.99	9107	8/30	2,613.49
9002	8/18	666.63	9018 *	8/12	673.00	9108	8/29	1,124.46
9003	8/12	1,061.73	9017	8/16	918.69	9109	8/26	1,386.55
9004	8/16	762.48	9018	8/12	642.04	9110	8/29	234.23
9005	8/12	534.14	9100 *	8/29	1,308.42	9111	8/29	1,562.10
9006	8/15	597.25	9101	8/26	1,588.73	9112	8/26	1,200.52
9007	8/16	1,678.55	9102	8/29	1,304.16	9116 *	8/29	41.04
9008	8/18	636.74	9103	8/29	129.29	9117	8/29	250.00
9009	8/15	744.83	9104	8/29	1,608.84	9118	8/29	125.00
9010	8/18	545.24	9105	8/29	793.27	9121 *	8/30	250.00
9011	8/18	856.38	9106	8/26	5,876.91	9122	8/31	332.03

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 08/09/2016 - 08/31/2016

Standard monthly service fee \$14.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee

Have any ONE of the following account requirements

Minimum required

This fee period

Average ledger balance	\$7,500.00	\$17,550.00 <input checked="" type="checkbox"/>
Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 <input type="checkbox"/>
Qualifying transaction from a linked Wells Fargo Merchant Services account	1	0 <input type="checkbox"/>
Total number of posted Wells Fargo Debit Card purchases and/or payments	10	11 <input checked="" type="checkbox"/>
Enrollment in a linked Direct Pay service through Wells Fargo Business Online	1	0 <input type="checkbox"/>
Combined balances in linked accounts, which may include	\$10,000.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Average ledger balances in business checking, savings, and time accounts Most recent statement balance of Wells Fargo business credit cards, Wells Fargo Business Secured Credit Card, BusinessLine® line of credit, Wells Fargo Small Business Advantage® line of credit, Working Capital Line of Credit, Advancing Term Line of Credit, and BusinessLoan® term loan 		

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 4 of 6

WELLS
FARGO**Monthly service fee summary (continued)****How to avoid the monthly service fee**

Minimum required

This fee period

- Combined average daily balances from the previous month for Wells Fargo Business PrimeLoan™, Commercial Equity Loan, Commercial Refinance Loan, Commercial Purchase Loan, Commercial Equity Line of Credit, Small Business Advantage™ loan, Equipment Express™ loan, and Equipment Express™ Single Event loan

YOUR

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	42	200	0	0.50	0.00
Total service charges					\$0.00

**IMPORTANT ACCOUNT INFORMATION**

Here's some clarifying information on when your account could become dormant and what could happen.

When does my account become dormant?

Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account (CD). An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits, set up on the account may not qualify as account-related activity that you initiated.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following: transfers between your Wells Fargo accounts using your ATM/debit card; transfers by phone using our automated banking service; transfers or payments through online, mobile, and text banking (including Bill Pay); or wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law). Your account funds may be transferred to the appropriate state if no activity occurs in the account within the time period as specified by state law. This transfer is known as "escheat." After transferring your account funds to the state, we will close your account and any interest will stop accruing. To recover your account funds, you must file a claim with the state.

For more information, please see your Business Account Agreement, speak with a local banker, or call the phone number on the top of your statement.

We would like to remind you of the following:

Under the ACH Rules, the Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. If you do not timely notify us of the unauthorized non-consumer ACH debit entry, we will not be able

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 5 of 6

WELLS
FARGO

to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Account number:

August 9, 2016 - August 31, 2016 Page 6 of 6



General statement policies for Wells Fargo Bank

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance
shown on your statement \$

ADD

B. Any deposits listed in your register or transfers into	\$ _____
your account which are not	\$ _____
shown on your statement.	\$ _____
	+ \$ _____
TOTAL	\$ _____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

..... TOTAL \$

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - \$

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in

\$.

[illegible]

UNITED STATES BANKRUPTCY COURT

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm
PROPOSED PLAN DATE:

PETITION DATE: 7/31/2016
DISTRICT OF TEXAS: Western District
DIVISION:

MONTHLY OPERATING REPORT SUMMARY FOR MONTH YEAR

	MONTH	August			
REVENUES (MOR-6)		17,327.00	0.00	0.00	0.00
INCOME BEFORE INT.; DEPREC. TAX (MOR-6)		-104,661.30	0.00	0.00	0.00
NET INCOME (LOSS) (MOR-6)		-104,661.30	0.00	0.00	0.00
PAYMENTS TO INSIDERS (MOR-9)		0.00	0.00	0.00	0.00
PAYMENTS TO PROFESSIONALS (MOR-9)		0.00	0.00	0.00	0.00
TOTAL DISBURSEMENTS (MOR-7)		165,738.94	0.00	0.00	0.00

The original of this document must be filed with the United States Bankruptcy Court and a copy must be sent to the United States Trustee

REQUIRED INSURANCE MAINTAINED AS OF SIGNATURE DATE		EXP. DATE	Are all accounts receivable being collected within terms? No Yes	Are all post-petition liabilities, including taxes, being paid within terms? No Yes	Have any pre-petition liabilities been paid? No Yes	Are all funds received being deposited into DIP bank accounts? Yes No	Were any assets disposed of outside the normal course of business? No Yes	Are all U.S. Trustee Quarterly Fee Payments current? No Yes	What is the status of your Plan of Reorganization? we will file the plan in 2-3 days.
CASUALTY	YES (X) NO ()	11-01-2016							
LIABILITY	YES (X) NO ()	11-01-16							
VEHICLE	YES (X) NO ()	04-09-2017							
WORKER'S	YES (X) NO ()	10-08-2016							
OTHER	YES () NO ()								

ATTORNEY NAME:	Joyce W Lindauer
FIRM NAME:	Joyce W Lindauer Attorney, PLLC
ADDRESS:	12720 Hillcrest Road Suite 625
CITY, STATE, ZIP:	Dallas, TX 75230
TELEPHONE, FAX:	972-503-4033

I certify under penalty of perjury that the following complete Monthly Operating Report (MOR), consisting of MOR-1 through MOR-9 plus attachments, is true and correct.

SIGNED X  Title: _____
(ORIGINAL SIGNATURE)
Tim Padden
(PRINT NAME OF SIGNATORY)

CEO
09/19/16
DATE Revised 07/01/98

MOR-1

DATE 09/19/16
Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

COMPARATIVE BALANCE SHEETS

ASSETS	FILING DATE* 7/31/2016	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH
CURRENT ASSETS							
Cash	4,145.56	36,108.00					
Accounts Receivable, Net	123,429.68	41,347.00					
Inventory: Lower of Cost or Market	81,356.78	176,741.78					
Prepaid Expenses	0.00	0.00					
Investments	0.00	0.00					
Other	3,018,890.75	2,653,684.30					
TOTAL CURRENT ASSETS	3,227,822.77	2,907,881.08	0.00	0.00	0.00	0.00	0.00
PROPERTY, PLANT & EQUIP. @ COST	67,631.00	67,631.00					
Less Accumulated Depreciation		13,526.20					
NET BOOK VALUE OF PP & E	67,631.00	54,104.80	0.00	0.00	0.00	0.00	0.00
OTHER ASSETS							
1. Tax Deposits	0.00	0.00					
2. Investments in Subsidiaries	0.00	0.00					
3. Electric Deposit	0.00	0.00					
4. Lease Deposit	1,525.00	1,525.00					
TOTAL ASSETS	\$3,296,978.77	\$2,963,510.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* Per Schedules and Statement of Affairs

MOR-2

Revised 07/01/98

NOTE: "Other" includes work in process, these amounts include jobs that have not been completed but are in process. The Company is currently working with a subcontractor to support.
NOTE: sales in the month of August were very low as the Company was downsizing and collections stopped due to customer financing progress payments halted. This has now been reversed.
NOTE: when bank accounts were frozen, the purchase of parts halted. this has now been reversed.

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

COMPARATIVE BALANCE SHEETS

LIABILITIES & OWNER'S EQUITY	FILING DATE* 7/31/2016	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
LIABILITIES								
POST-PETITION LIABILITIES(MOR-4)		63,640.74						
PRE-PETITION LIABILITIES								
Notes Payable - Secured	0.00							
Priority Debt	45,941.12	45,941.12						
Federal Income Tax	0.00	0.00						
FICA/Withholding	0.00	0.00						
Unsecured Debt	4,115,692.57	4,115,692.57						
Other								
TOTAL PRE-PETITION LIABILITIES	4,161,633.69	4,161,633.69	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL LIABILITIES	4,161,633.69	4,225,274.43	0.00	0.00	0.00	0.00	0.00	0.00
OWNER'S EQUITY (DEFICIT)								
PREFERRED STOCK								
COMMON STOCK								
ADDITIONAL PAID-IN CAPITAL								
RETAINED EARNINGS: Filing Date								
RETAINED EARNINGS: Post Filing Date								
TOTAL OWNER'S EQUITY (NET WORTH)	0.00	-104,661.30	-104,661.30	-104,661.30	-104,661.30	-104,661.30	-104,661.30	-104,661.30
TOTAL								
LIABILITIES & OWNERS EQUITY	\$4,161,633.69	\$4,120,613.13	(\$104,661.30)	(\$104,661.30)	(\$104,661.30)	(\$104,661.30)	(\$104,661.30)	(\$104,661.30)

* Per Schedules and Statement of Affairs

MOR-3

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

SCHEDULE OF POST-PETITION LIABILITIES

	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
TRADE ACCOUNTS PAYABLE	43,807.10						
TAX PAYABLE							
Federal Payroll Taxes*	15,418.88						
State Payroll Taxes**	4,414.76						
Ad Valorem Taxes							
Other Taxes							
TOTAL TAXES PAYABLE	19,833.64	0.00	0.00	0.00	0.00	0.00	0.00
SECURED DEBT POST-PETITION							
ACCRUED INTEREST PAYABLE							
ACCRUED PROFESSIONAL FEES*							
OTHER ACCRUED LIABILITIES							
1.							
2.							
3.							
TOTAL POST-PETITION LIABILITIES (MOR-3)	\$63,640.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Payment requires Court Approval

MOR-4

* EE/ER wh

** EE/ER wh

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

AGING OF POST-PETITION LIABILITIES
MONTH August

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	30,686.22	30,686.22				
31-60	13,120.88	13,120.88				
61-90	0.00					
91+	0.00					
TOTAL	\$43,807.10	\$43,807.10	\$0.00	\$0.00	\$0.00	\$0.00

AGING OF ACCOUNTS RECEIVABLE

MONTH	August					
0-30 DAYS	41,347.00					
31-60 DAYS						
61-90 DAYS						
91+ DAYS						
TOTAL	\$41,347.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MOR-5

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

STATEMENT OF INCOME (LOSS)

	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	FILING TO DATE
REVENUES (MOR-1)	17,327.00								17,327.00
TOTAL COST OF REVENUES	18,194.63								18,194.63
GROSS PROFIT	-867.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-867.63
OPERATING EXPENSES:									
Selling & Marketing	8,143.30								8,143.30
General & Administrative	26,507.53								26,507.53
Insiders Compensation	0.00								0.00
Professional Fees	0.00								0.00
*** Payroll	69,142.84								69,142.84
Other	0.00								0.00
TOTAL OPERATING EXPENSES	103,793.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,793.67
INCOME BEFORE INT. DEPR/TAX (MOR-1)	-104,661.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-104,661.30
INTEREST EXPENSE	0.00								0.00
DEPRECIATION	0.00								0.00
OTHER (INCOME) EXPENSE*	0.00								0.00
OTHER ITEMS**	0.00								0.00
TOTAL INT. DEPR & OTHER ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCOME BEFORE TAXES	-104,661.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-104,661.30
FEDERAL INCOME TAXES	0.00								0.00
NET INCOME (LOSS) (MOR-1)	(\$104,661.30)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$104,661.30)

Accrual Accounting Required, Otherwise Footnote with Explanation.

* Footnote Mandatory:

** Unusual and/or infrequent item(s) outside the ordinary course of business requires footnote.

MOR-6

*** Payroll includes EE/ER WH

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

CASH RECEIPTS AND DISBURSEMENTS	MONTH August	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	FILING TO DATE
1 CASH-BEGINNING OF MONTH	\$0.00	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$0.00
RECEIPTS:									
2 CASH SALES									0.00
3 COLLECTION OF ACCOUNTS RECEIVABLE	4,300.00								4,300.00
4 LOANS & ADVANCES (attach list)									0.00
5 SALE OF ASSETS									0.00
6 OTHER (attach list) Transfers	167,305.81								167,305.81
TOTAL RECEIPTS**	171,605.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	171,605.81
(Withdrawal) Contribution by Individual Debtor MFR-2*									0.00
DISBURSEMENTS:									
7 NET PAYROLL	48,886.44								48,886.44
8 PAYROLL TAXES PAID									0.00
9 SALES, USE & OTHER TAXES PAID									0.00
10 SECURED/RENTAL/LEASES									0.00
11 UTILITIES & TELEPHONE									0.00
12 INSURANCE									0.00
13 INVENTORY PURCHASES	67,812.44								67,812.44
14 VEHICLE EXPENSES	4,715.77								4,715.77
15 TRAVEL & ENTERTAINMENT	1,338.59								1,338.59
16 REPAIRS, MAINTENANCE & SUPPLIES									0.00
17 ADMINISTRATIVE & SELLING	42,985.70								42,985.70
18 OTHER (attach list)									0.00
TOTAL DISBURSEMENTS FROM OPERATIONS	165,738.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,738.94
19 PROFESSIONAL FEES									0.00
20 U.S. TRUSTEE FEES									0.00
21 OTHER REORGANIZATION EXPENSES (attach list)									0.00
TOTAL DISBURSEMENTS**	165,738.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	165,738.94
22 NET CASH FLOW	5,866.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,866.87
23 CASH - END OF MONTH (MOR-2)	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87	\$5,866.87

* Applies to Individual debtors only

**Numbers for the current month should balance (match)

RECEIPTS and CHECKS/OTHER DISBURSEMENTS lines on MOR-8

MOR-7

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

CASH ACCOUNT RECONCILIATION
MONTH OF August, 2016

BANK NAME	Wells Fargo	#	#		
ACCOUNT NUMBER					
ACCOUNT TYPE	OPERATING	PAYROLL	TAX	OTHER FUNDS	TOTAL
BANK BALANCE	36,708.08				\$36,708.08
DEPOSITS IN TRANSIT	0.00				\$0.00
OUTSTANDING CHECKS	600.00				\$600.00
ADJUSTED BANK BALANCE	\$36,108.08	\$0.00	\$0.00		\$36,108.08
BEGINNING CASH - PER BOOKS	0.00				\$0.00
RECEIPTS*	4,300.00				\$4,300.00
TRANSFERS BETWEEN ACCOUNTS (WITHDRAWAL) OR CONTRIBUTION BY INDIVIDUAL DEBTOR MFR-2	167,305.81				\$167,305.81
CHECKS/OTHER DISBURSEMENTS*	135,497.73				\$0.00
ENDING CASH - PER BOOKS	\$36,108.08	\$0.00	\$0.00	\$0.00	\$36,108.08

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
TOTAL DISBURSEMENTS lines on MOR-7

Revised 07/01/98

CASE NAME: Revolve Solar (CA), Inc
CASE NUMBER: 16-10899-hcm

PAYMENTS TO INSIDERS AND PROFESSIONALS

Of the total disbursements shown for the month, list the amount paid to insiders (as defined in Section 101(31)(A)-(F) of the U.S. Bankruptcy Code) and the professionals.
Also, for insiders, identify the type of compensation paid (e.g., salary, commission, bonus, etc.) (Attach additional pages as necessary).

INSIDERS: NAME/COMP TYPE	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1.	August	0.00				
2.						
3.						
4.						
5.						
6.						
TOTAL INSIDERS (MOR-1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROFESSIONALS	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1.	August	0.00				
2.						
3.						
4.						
5.						
6.						
TOTAL PROFESSIONALS (MOR-1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MOR-9

Revised 07/01/98

Wells Fargo Business Choice Checking

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 1 of 8

WELLS
FARGO

REVOLVE SOLAR (CA) INC.
DEBTOR IN POSSESSION
CH 11 CASE #16-10896(WTX)
1800 HOWARD LN STE 100
AUSTIN TX 78728-7739

Questions?

Available by phone 24 hours a day, 7 days a week:

Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (808)

P.O. Box 6995

Portland, OR 97228-6995

Your Business and Wells Fargo

The plans you establish today will shape your business far into the future. The heart of the planning process is your business plan. Take the time now to build a strong foundation. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

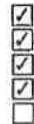
Business Online Banking

Online Statements

Business Bill Pay

Business Spending Report

Overdraft Protection



Activity summary

Beginning balance on 8/9	\$0.00
Deposits/Credits	171,605.81
Withdrawals/Debits	- 134,897.73
Ending balance on 8/31	\$36,708.08
 Average ledger balance this period	 \$9,004.86

Account number:

REVOLVE SOLAR (CA) INC.

DEBTOR IN POSSESSION

CH 11 CASE #16-10896(WTX)

Texas/Arkansas account terms and conditions apply

For Direct Deposit use

Routing Number (RTN):

For Wire Transfers use

Routing Number (RTN):

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 2 of 8

WELLS
FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/12		NSF Return Item Fee for a Transaction Received on 08/11 \$173.04 Check # 00000		35.00	
8/12		Online Transfer From Revolve Solar, Inc. Ref #lben9Qfs9Z Business Checking for Payroll	25,000.00		
8/12	9003	Cashed Check		833.18	
8/12	9010	Cashed Check		453.36	
8/12	9015	Cashed Check		482.89	
8/12	9002	Cashed Check		419.29	
8/12	9011	Cashed Check		957.40	
8/12	9019	Cashed Check		576.13	
8/12	9018	Cashed Check		389.12	
8/12	9029	Check		922.08	
8/12	9017	Check		638.97	
8/12	9012	Check		523.11	
8/12	9001	Check		773.80	
8/12	9030	Check		6,149.77	
8/12	9029	Check		554.17	
8/12	9009	Check		585.28	
8/12	9026	Check		808.73	
8/12	9025	Check		526.76	
8/12	9028	Check		562.79	
8/12	9016	Check		272.54	
8/12	9006	Check		321.41	
8/12	9014	Check		582.08	
8/12	9007	Check		484.49	
8/12	9013	Check		435.55	6,932.10
8/15		Online Transfer From Revolve Solar, Inc. Ref #lbe8Pkdk7B Business Checking for Krannich Payment	14,870.91		
8/15		Online Transfer From Revolve Solar, Inc. Ref #lbev3Vdp34 Business Checking for Google Docs	728.85		
8/15		Online Transfer From Revolve Solar, Inc. Business Checking xxxxxx0660 Ref #lben9Rg86N on 08/15/16	800.00		
8/15		Wire Trans Svc Charge - Sequence: 160815131263 Srt# 0068521228066687 Trn#160815131263 Rfb#		30.00	
8/15		Purchase authorized on 08/12 Chevron 0372801 Redding CA S586225682857243 Card 8981		69.05	
8/15		Purchase authorized on 08/12 Lowes #01926* Redding CA S466225780842229 Card 8981		121.05	
8/15	9031	Deposited OR Cashed Check		2,257.62	
8/15		WT Fed#04154 Citizens Bank /Ftr/Bnf#Krannich Solar West LLC Srt# 0068521228066687 Trn#160815131263 Rfb#		14,870.91	
8/15	9008	Check		327.53	
8/15	9021	Check		1,604.89	
8/15		Check		714.01	
8/15	9004	Check		307.67	
8/15	9023	Check		1,108.47	
8/15		Google Payment US800Pukg7 Revolve Solar (CA)		728.85	1,193.81
8/16		Online Transfer From Revolve Solar (TX), IN Ref #lbev3Vmkst Business Checking to Pay Google	728.00		
8/16		Online Transfer From Revolve Solar, Inc. Business Checking xxxxxx0660 Ref #lbe2Wgsdx on 08/16/16	1,700.00		
8/16		Online Transfer From Revolve Solar, Inc. Business Checking xxxxxx0660 Ref #lbe2Wgsdx on 08/16/16	1,000.00		
8/16		Online Transfer From Revolve Solar (TX), IN Ref #lben9Rq7N Business Checking Check Mixup Money to Cover	5,000.00		
8/16		Purchase authorized on 08/15 76 - 76 10030559 Redding CA S308228507526427 Card 8981		95.00	
8/16		Purchase authorized on 08/15 76 - 76 10030559 Redding CA S586228520580094 Card 8981		34.83	
8/16	9022	Check		374.38	

Account number: 1

■ August 9, 2016 - August 31, 2016 ■ Page 3 of 8

**WELLS
FARGO****Transaction history (continued)**

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
8/16	9026	Check		970.05	
8/16		Check		653.86	
8/16	9030	Check		685.31	6,808.36
8/17		Purchase authorized on 08/15 Lowes #01926* Redding CA S466228846642522 Card 8981		235.87	6,572.51
8/18		Purchase authorized on 08/16 Giles Lock & Secur Redding CA S306229811752880 Card 8981		60.00	
8/18		Purchase authorized on 08/16 North Valley Distr 530-2221500 CA S586229806435416 Card 8981		178.99	
8/18		Purchase authorized on 08/17 76 - 76 10030559 Redding CA S468230486970548 Card 8981		30.24	6,303.28
8/18		Purchase authorized on 08/18 76 - 76 10030559 Redding CA S386231549686376 Card 8981		30.01	
8/19	9032	Cashed Check		798.75	
8/19	9024	Cashed Check		799.77	4,676.75
8/22		Online Transfer From Revolve Solar, Inc. Ref #lbe5Skxgbx Business Checking for Kranich Order	52,133.05		
8/22		Wire Trans Svc Charge - Sequence: 160822143932 Srf# IN16082213041025 Trn#160822143932 Rfb# 000000161		30.00	
8/22		Purchase authorized on 08/19 USPS 0563560003440 Redding CA S468232748260462 Card 8981		7.49	
8/22		WT Fed#05811 Citizens Bank /Ftr/Bnf=Kranich Solar West LLC Srf# IN16082213041025 Trn#160822143932 Rfb# 000000161		52,133.05	
8/22	9005	Check		362.95	4,276.31
8/23		Purchase authorized on 08/22 76 - Kents Meats & Redding CA S388235647671578 Card 8981		39.26	
8/23		Purchase authorized on 08/22 76 - Kents Meats & Redding CA S306235647011775 Card 8981		95.00	
8/23		Purchase authorized on 08/22 C&C Smart Food5170 Redding CA S38623583886367 Card 8981		60.56	
8/23		Cashed Check		1,853.00	2,228.49
8/24		Online Transfer From Revolve Solar, Inc. Business Checking xxxxx0660 Ref #lbedpqltv on 08/24/16	3,000.00		
8/24		Purchase authorized on 08/23 C&C Smart Food5170 Redding CA S468236599930754 Card 8981		8.09	
8/24		Purchase authorized on 08/23 Lowes #01926* Redding CA S586236732051120 Card 8981		121.61	
8/24		Cashed Check		919.18	4,179.61
8/25		Online Transfer From Revolve Solar, Inc. Business Checking xxxxx0660 Ref #lbeqhr79Gr on 08/25/16	4,000.00		
8/25		Purchase authorized on 08/23 The Home Depot #66 Redding CA S466236717704458 Card 8981		149.92	
8/25		Purchase authorized on 08/24 Chevron 0306345 Red Bluff CA S306237606315247 Card 8981		65.78	
8/25		Purchase authorized on 08/24 Chevron 0205772 Colusa CA S586237878508807 Card 8981		95.18	
8/25		Purchase authorized on 08/24 76 - Kents Meats & Redding CA S466237809888034 Card 8981		20.70	
8/25		Check		138.98	
8/25		Check		382.71	7,326.34
8/26		Online Transfer From Revolve Solar, Inc. Ref #lbedq3Hg6 Business Checking for Payroll	32,000.00		
8/26		Purchase authorized on 08/24 North Valley Distr 530-2221500 CA S466237584877163 Card 8981		130.90	
8/26		Purchase authorized on 08/25 Sol*Soligent 707-992-3103 CA S586237685990734 Card 8981		403.17	
8/26		Purchase authorized on 08/26 Wal-Mart Super Center Anderson CA P00000000847150618 Card 8981		203.90	
8/26	9105	Cashed Check		867.30	
8/26	9110	Cashed Check		1,039.19	
8/26	9117	Cashed Check		1,238.70	
8/26	9113	Cashed Check		1,608.41	

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 4 of 8

WELLS
FARGO**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/26	9166	Deposited OR Cashed Check		1,667.48	
8/26	9116	Cashed Check		1,056.79	
8/26		Check		1,460.71	
8/26	9114	Check		1,297.15	
8/26	9163	Check		1,320.11	
8/26	9115	Check		1,342.44	
8/26	9108	Check		1,244.83	
8/26	9164	Check		1,389.65	
8/26	9165	Check		1,316.88	
8/26	9107	Check		1,478.08	
8/28	9111	Check		834.87	
8/26	9109	Check		1,033.15	18,392.83
8/29		Deposit	4,300.00		
8/29		Purchase authorized on 08/26 North Valley Distr 530-2221500 CA S586239597812217 Card 8981		38.03	
8/29		Purchase authorized on 08/26 Gerlinger Steel & Redding CA S586239615229983 Card 8981		167.70	
8/29		Purchase authorized on 08/26 USPS 0502280003440 Anderson CA S388239687501180 Card 8981		6.47	
8/29	9103	Deposited OR Cashed Check		962.75	
8/29	9106	Check		825.14	
8/29	9118	Check		1,597.98	
8/29		Sales Rabbit Inc ACH 160826 208-919-7499 Revolve Solar		500.00	
8/29	9102	Check		1,828.84	
8/29	9101	Check		987.26	
8/29	9119	Check		804.67	
8/29	9104	Check		776.38	
8/29	9112	Check		1,377.17	12,840.24
8/30		Online Transfer From Revolve Solar, Inc. Ref #lbehsjfn Business Checking Move CC Charge	17,950.00		
8/30		Purchase authorized on 08/29 Rental Guys Red Bl 800-5528227 CA S466242551020095 Card 8981		644.04	
8/30		Purchase authorized on 08/29 Chevron 0372801 Redding CA S586242578426910 Card 8981		66.21	
8/30		Purchase authorized on 08/29 Rental Guys Red Bl 800-5528227 CA S466242794730544 Card 8981		12.12	
8/30		Purchase authorized on 08/30 Wal-Mart #2537 Redding CA P0000000530501080 Card 8981		201.95	
8/30	9121	Cashed Check		785.69	
8/30		Purchase authorized on 08/30 Wal-Mart #2537 Redding CA P0000000649384321 Card 8981		204.94	
8/30		Purchase authorized on 08/30 Wal-Mart Super Center Redding CA P0000000251540592 Card 8981		204.94	28,670.35
8/31		Online Transfer From Revolve Solar, Inc. Ref #lbe8Pps724 Business Checking Workers Comp	8,395.00		
8/31		Purchase authorized on 08/29 North Valley Distr 530-2221500 CA S306242591787159 Card 8981		237.61	
8/31		Purchase authorized on 08/31 CA Dmv Redding Fo 551 Redding CA P00466244582305135 Card 8981		20.00	
8/31		Purchase authorized on 08/31 USPS 0563560001 Redding CA P0000000957136731 Card 8981		4.66	
8/31	9100	Check		95.00	36,708.08
Ending balance on 8/31					36,708.08
Totals			\$171,605.81	\$134,897.73	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 5 of 8



Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
	8/24	919.18	9016	8/12	272.54	9104	8/29	776.38
	8/23	1,853.00	9017	8/12	638.97	9105	8/28	867.30
	8/25	138.98	9018	8/12	389.12	9106	8/29	825.14
	8/25	382.71	9019	8/12	576.13	9107	8/26	1,478.08
	8/18	653.86	9021 *	8/15	1,604.89	9108	8/26	1,244.83
	8/15	714.01	9022	8/16	374.38	9109	8/26	1,033.15
	8/26	1,460.71	9023	8/15	1,106.47	9110	8/26	1,039.19
9001	8/12	773.80	9024	8/19	799.77	9111	8/26	834.87
9002	8/12	419.29	9025	8/12	526.76	9112	8/29	1,377.17
9003	8/12	833.18	9026	8/16	970.05	9113	8/26	1,608.41
9004	8/15	307.67	9026	8/12	608.73	9114	8/26	1,297.15
9005	8/22	362.95	9028 *	8/12	562.79	9115	8/26	1,342.44
9006	8/12	321.41	9029	8/12	822.08	9116	8/26	1,056.79
9007	8/12	464.49	9029	8/12	554.17	9117	8/26	1,238.70
9008	8/15	327.53	9030	8/16	685.31	9118	8/29	1,597.98
9009	8/12	585.28	9030	8/12	6,149.77	9119	8/29	804.67
9010	8/12	453.36	9031	8/15	2,257.62	9121 *	8/30	785.69
9011	8/12	957.40	9032	8/19	799.75	9163 *	8/26	1,320.11
9012	8/12	523.11	9100 *	8/31	95.00	9164	8/26	1,389.65
9013	8/12	435.55	9101	8/29	967.26	9165	8/26	1,316.88
9014	8/12	582.08	9102	8/29	1,828.84	9166	8/26	1,667.48
9015	8/12	482.89	9103	8/29	962.75			

* Gap in check sequence.

Items returned unpaid

Date	Description	Amount
8/12	Check Reference # 00007229008886179171	173.04

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/fees to find answers to common questions about the monthly service fee on your account.

Fee period 08/09/2016 - 08/31/2016

Standard monthly service fee \$14.00

You paid \$0.00

We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
• Average ledger balance	\$7,500.00	\$9,005.00 <input checked="" type="checkbox"/>
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 <input type="checkbox"/>
• Qualifying transaction from a linked Wells Fargo Merchant Services account	1	0 <input type="checkbox"/>
• Total number of posted Wells Fargo Debit Card purchases and/or payments	10	34 <input checked="" type="checkbox"/>
• Enrollment in a linked Direct Pay service through Wells Fargo Business Online	1	0 <input type="checkbox"/>
• Combined balances in linked accounts, which may include	\$10,000.00	<input type="checkbox"/>
• Average ledger balances in business checking, savings, and time accounts		

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 6 of 8

WELLS
FARGO**Monthly service fee summary (continued)****How to avoid the monthly service fee**

Minimum required

This fee period

- Most recent statement balance of Wells Fargo business credit cards, Wells Fargo Business Secured Credit Card, BusinessLine® line of credit, Wells Fargo Small Business Advantage® line of credit, Working Capital Line of Credit, Advancing Term Line of Credit, and BusinessLoan® term loan
- Combined average daily balances from the previous month for Wells Fargo Business PrimeLoan™, Commercial Equity Loan, Commercial Refinance Loan, Commercial Purchase Loan, Commercial Equity Line of Credit, Small Business Advantage® loan, Equipment Express® loan, and Equipment Express® Single Event loan

WELLS

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	4,300	7,500	0	0.0030	0.00
Transactions	68	200	0	0.50	0.00
Total service charges					\$0.00

**IMPORTANT ACCOUNT INFORMATION**

Here's some clarifying information on when your account could become dormant and what could happen.

When does my account become dormant?

Generally, your account becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account (CD). An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits, set up on the account may not qualify as account-related activity that you initiated.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following: transfers between your Wells Fargo accounts using your ATM/debit card; transfers by phone using our automated banking service; transfers or payments through online, mobile, and text banking (including Bill Pay); or wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law). Your account funds may be transferred to the appropriate state if no activity occurs in the account within the time period as specified by state law. This transfer is known as "escheat." After transferring your account funds to the state, we will close your account and any interest will stop accruing. To recover your account funds, you must file a claim with the state.

For more information, please see your Business Account Agreement, speak with a local banker, or call the phone number on the top of your statement.

We would like to remind you of the following:

Account number:

■ August 9, 2016 - August 31, 2016 ■ Page 7 of 8

WELLS
FARGO

Under the ACH Rules, the Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. If you do not timely notify us of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Account number:

August 9, 2016 - August 31, 2016 Page 8 of 8



General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

A. The ending balance
shown on your statement \$ _____

ADD

B. Any deposits listed in your register or transfers into your account which are not shown on your statement	\$ _____
	\$ _____
	\$ _____
	+ \$ _____
.....TOTAL \$	_____

CALCULATE THE SUBTOTAL

(Add Parts A and B)

*****TOTAL \$*****

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above - \$

CALCULATE THE ENDING BALANCE

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register

[illegible]

Total amount \$

CHAPTER 11 DEBTOR PROJECTIONS

Revolve

9/22/2016

Combined Projections

		Mar	Apr	May	Jun	Jul
		Month 1	Month 2	Month 3	Month 4	Month 5
INCOME	Solar Sales	735,000.00	749,700.00	764,694.00	779,988.00	795,588.00
	Equity Contribution \$300,000	300,000.00	0.00	0.00	0.00	0.00
	NET INCOME	1,035,000.00	749,700.00	764,694.00	779,988.00	795,588.00
EXPENSES	Cost of Goods Sold	308,700.00	314,874.00	321,171.00	327,595.00	334,147.00
	Wage and Benefits	176,400.00	179,928.00	183,527.00	187,197.00	190,941.00
	Marketing	58,800.00	59,976.00	61,176.00	62,399.00	63,647.00
	Other Operating Expenses	80,850.00	82,467.00	84,116.00	85,799.00	87,515.00
	General Administration	95,550.00	97,461.00	99,410.00	101,398.00	103,426.00
	TOTAL EXPENSES	720,300.00	734,706.00	749,400.00	764,388.00	779,676.00
PLAN PAYMENTS	Class California					
	n/a Allowed Administrative Claims	35,000.00	0.00	0.00	0.00	0.00
	1 Priority Claims	2,023.00	2,023.00	2,023.00	2,023.00	2,023.00
	1a IRS	180.30	180.30	180.30	180.30	180.30
	2 Allowed Claims Greater \$20K	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
	3 Allowed Claims \$20K or Less	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
PLAN PAYMENTS	Class Texas					
	n/a Allowed Administrative Claims	35,000.00	0.00	0.00	0.00	0.00
	1 Priority Claims	1,544.00	1,544.00	1,544.00	1,544.00	1,544.00
	1a IRS	180.30	180.30	180.30	180.30	180.30
	1b State Taxes	61.74	61.74	61.74	61.74	61.74
	2 Allowed Claims Greater \$20K	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
PLAN PAYMENTS	Class Equity					
	3 Allowed Claims \$20K or Less	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
	4 Equity Holders	0.00	0.00	0.00	0.00	0.00
	TOTAL PLAN PAYMENTS	43,703.30	8,703.30	8,703.30	8,703.30	8,703.30
NET INCOME - Month		227,710.66	-1,995.34	-1,695.34	-1,389.34	-1,077.34
NET INCOME - Cumulative		227,710.66	225,715.32	224,019.98	222,630.64	221,553.30

EXHIBIT

2591995

Aug Month	Sep Month	Oct Month	Nov Month	Dec Month	Jan Month	Feb Month	Mar Month	Apr Month	May Month
6	7	8	9	10	11	12	13	14	15
811,500.00 0.00 811,500.00	827,730.00 0.00 827,730.00	844,285.00 0.00 844,285.00	861,171.00 0.00 861,171.00	818,112.00 0.00 818,112.00	777,206.00 0.00 777,206.00	738,346.00 0.00 738,346.00	753,113.00 0.00 753,113.00	768,175.26 0.00 768,175.26	783,538.77 0.00 783,538.77
340,830.00 194,760.00 64,920.00 89,265.00 105,495.00	347,647.00 198,655.00 66,218.00 91,050.00 107,605.00	354,600.00 202,628.00 67,543.00 92,871.00 109,757.00	361,692.00 206,681.00 68,894.00 94,729.00 111,952.00	343,607.00 196,347.00 65,449.00 89,992.00 106,355.00	326,427.00 186,529.00 62,176.00 85,493.00 101,037.00	310,105.00 177,203.00 59,068.00 81,218.00 95,985.00	316,307.00 180,747.00 60,249.00 82,842.00 97,905.00	322,634.00 184,362.00 61,454.00 84,499.00 99,863.00	329,086.00 188,049.00 62,683.00 86,189.00 101,860.00
795,270.00	811,175.00	827,399.00	843,948.00	801,750.00	761,662.00	723,579.00	738,050.00	752,812.00	767,867.00
0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 4,000.00 2,500.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30
0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 1,544.00 180.30 61.74 4,000.00 2,500.00 0.00 8,286.04	0.00 0.00 180.30 61.74 6,500.00 0.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 0.00 6,742.04
-759.34 220,793.96	-434.34 220,359.62	-103.34 220,256.28	233.66 220,489.94	-627.34 219,862.60	-1,445.34 218,417.26	-2,222.34 216,194.92	-382.34 215,812.58	-82.08 215,730.50	226.43 215,956.93

Jun Month 16	Jul Month 17	Aug Month 18	Sep Month 19	Oct Month 20	Nov Month 21	Dec Month 22	Jan Month 23	Feb Month 24	Mar Month 25
799,210.00 0.00 799,210.00	815,194.00 0.00 815,194.00	831,498.00 0.00 831,498.00	848,128.00 0.00 848,128.00	865,091.00 0.00 865,091.00	882,393.00 0.00 882,393.00	838,273.00 0.00 838,273.00	796,359.00 0.00 796,359.00	756,541.00 0.00 756,541.00	771,672.00 0.00 771,672.00
335,668.00 191,810.00 63,937.00 87,913.00 103,897.00	342,381.00 195,647.00 65,216.00 89,671.00 105,975.00	349,229.00 199,560.00 66,520.00 91,465.00 108,095.00	356,214.00 203,551.00 67,850.00 93,294.00 110,257.00	363,338.00 207,622.00 69,207.00 95,160.00 112,462.00	370,605.00 211,774.00 70,591.00 97,063.00 114,711.00	352,075.00 201,186.00 67,062.00 92,210.00 108,975.00	334,471.00 191,126.00 63,709.00 87,599.00 103,527.00	317,747.00 181,570.00 60,523.00 83,220.00 98,350.00	324,102.00 185,201.00 61,734.00 84,884.00 100,317.00
783,225.00	798,890.00	814,869.00	831,166.00	847,789.00	864,744.00	821,508.00	780,432.00	741,410.00	756,238.00
0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 8,703.30	0.00 2,023.00 180.30 6,500.00 0.00 0.00 6,680.30
6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04	6,742.04 0.00 0.00 6,742.04
539.66	858.66	1,183.66	1,516.66	1,856.66	2,203.66	1,319.66	481.66	-314.34	2,011.66
216,496.59	217,355.25	218,538.91	220,055.57	221,912.23	224,115.89	225,435.55	225,917.21	225,602.87	227,614.53

Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
26	27	28	29	30	31	32	33	34	35
787,105.44	802,847.55	818,904.00	835,282.00	851,988.00	869,028.00	886,409.00	904,137.00	922,220.00	940,664.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
787,105.44	802,847.55	818,904.00	835,282.00	851,988.00	869,028.00	886,409.00	904,137.00	922,220.00	940,664.00
330,584.00	337,196.00	343,940.00	350,818.00	357,835.00	364,992.00	372,292.00	379,738.00	387,332.00	395,079.00
188,905.00	192,683.00	196,537.00	200,468.00	204,477.00	208,567.00	212,738.00	216,993.00	221,333.00	225,759.00
62,968.00	64,228.00	65,512.00	66,823.00	68,159.00	69,522.00	70,913.00	72,331.00	73,778.00	75,253.00
86,582.00	88,313.00	90,079.00	91,881.00	93,719.00	95,593.00	97,505.00	99,455.00	101,444.00	103,473.00
102,324.00	104,370.00	106,458.00	108,587.00	110,758.00	112,974.00	115,233.00	117,538.00	119,889.00	122,286.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
771,363.00	786,790.00	802,526.00	818,577.00	834,948.00	851,648.00	868,681.00	886,055.00	903,776.00	921,850.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30
6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30
61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74
6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04
2,320.10	2,635.21	2,955.66	3,282.66	3,617.66	3,957.66	4,305.66	4,659.66	5,021.66	5,391.66
229,934.63	232,569.83	235,525.49	238,808.15	242,425.81	246,383.47	250,689.13	255,348.79	260,370.45	265,762.11

Feb Month	Mar Month	Apr Month	May Month	Jun Month	Jul Month	Aug Month	Sep Month	Oct Month	Nov Month
36	37	38	39	40	41	42	43	44	45
959,477.00 0.00 959,477.00	978,667.00 0.00 978,667.00	998,240.00 0.00 998,240.00	1,018,205.00 0.00 1,018,205.00	1,038,569.00 0.00 1,038,569.00	1,059,340.00 0.00 1,059,340.00	1,080,527.00 0.00 1,080,527.00	1,102,138.00 0.00 1,102,138.00	1,124,181.00 0.00 1,124,181.00	1,146,665.00 0.00 1,146,665.00
402,980.00 230,274.00 76,758.00 105,542.00 124,732.00 0.00 940,286.00	411,040.00 234,880.00 78,293.00 107,653.00 127,227.00 0.00 959,093.00	419,261.00 239,578.00 79,859.00 109,806.00 129,771.00 0.00 978,275.00	427,646.00 244,369.00 81,456.00 112,003.00 132,367.00 0.00 997,841.00	436,199.00 249,257.00 83,086.00 114,243.00 135,014.00 0.00 1,017,799.00	444,923.00 254,242.00 84,747.00 116,527.00 137,714.00 0.00 1,038,153.00	453,821.00 259,326.00 86,442.00 118,858.00 140,469.00 0.00 1,058,916.00	462,898.00 264,513.00 88,171.00 121,235.00 143,278.00 0.00 1,080,095.00	472,156.00 269,803.00 89,934.00 123,660.00 146,144.00 0.00 1,101,697.00	481,599.00 275,200.00 91,733.00 126,133.00 149,066.00 0.00 1,123,731.00
0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30
0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04
5,768.66 271,530.77	6,151.66 277,682.43	6,542.66 284,225.09	6,941.66 291,166.75	7,347.66 298,514.41	7,764.66 306,279.07	8,188.66 314,467.73	8,620.66 323,088.39	9,061.66 332,150.05	9,511.66 341,661.71

Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Month	Month	Month	Month	Month	Month	Month	Month	Month	Month
46	47	48	49	50	51	52	53	54	55
1,169,598.00	1,192,990.00	1,216,850.00	1,241,187.00	1,266,011.00	1,291,331.00	1,317,158.00	1,343,501.00	1,370,371.00	1,397,778.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,169,598.00	1,192,990.00	1,216,850.00	1,241,187.00	1,266,011.00	1,291,331.00	1,317,158.00	1,343,501.00	1,370,371.00	1,397,778.00
491,231.00	501,056.00	511,077.00	521,299.00	531,725.00	542,359.00	553,206.00	564,270.00	575,556.00	587,067.00
280,704.00	286,318.00	292,044.00	297,885.00	303,843.00	309,919.00	316,118.00	322,440.00	328,889.00	335,467.00
93,568.00	95,439.00	97,348.00	99,295.00	101,281.00	103,306.00	105,373.00	107,480.00	109,630.00	111,822.00
128,656.00	131,229.00	133,854.00	136,531.00	139,261.00	142,046.00	144,887.00	147,785.00	150,741.00	153,756.00
152,048.00	155,089.00	158,191.00	161,354.00	164,581.00	167,873.00	171,231.00	174,655.00	178,148.00	181,711.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1,146,207.00	1,169,131.00	1,192,514.00	1,216,364.00	1,240,691.00	1,265,503.00	1,290,815.00	1,316,630.00	1,342,964.00	1,369,823.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30
6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30	6,680.30
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30	180.30
61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74	61.74
6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04	6,742.04
9,968.66	10,436.66	10,913.66	11,400.66	11,897.66	12,405.66	12,920.66	13,448.66	13,984.66	14,532.66
351,630.37	362,067.03	372,980.69	384,381.35	396,279.01	408,684.67	421,605.33	435,053.99	449,038.65	463,571.31

Oct Month 56	Nov Month 57	Dec Month 58	Jan Month 59	Feb Month 60
1,425,734.00 0.00 1,425,734.00	1,454,249.00 0.00 1,454,249.00	1,483,334.00 0.00 1,483,334.00	1,513,001.00 0.00 1,513,001.00	1,543,261.00 0.00 1,543,261.00
598,808.00 342,176.00 114,059.00 156,831.00 185,345.00 0.00 1,397,219.00	610,785.00 349,020.00 116,340.00 159,967.00 189,052.00 0.00 1,425,164.00	623,000.00 356,000.00 118,667.00 163,167.00 192,833.00 0.00 1,453,667.00	635,460.00 363,120.00 121,040.00 166,430.00 196,690.00 0.00 1,482,740.00	648,170.00 370,383.00 123,461.00 169,759.00 200,624.00 0.00 1,512,397.00
0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30	0.00 0.00 180.30 6,500.00 0.00 0.00 6,680.30
0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04 15,092.66 478,663.97	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04 15,662.66 494,326.63	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04 16,244.66 510,571.29	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04 16,838.66 527,409.95	0.00 0.00 180.30 61.74 6,500.00 0.00 6,742.04 17,441.66 544,851.61

Revolve Solar Creditors
Revised, 9/22/2016

Revolve Solar (CA) Inc.					
Type	Class	Name	Claim	Comment	
Unsecured - Priority	1	Carol Eastman	\$ 256.82		
Unsecured - Priority	1	Jon Lenton	\$ 13,346.50		
Unsecured - Priority	1	Ken Stout	\$ 15,749.50		
Unsecured - Priority	1	Mark Cato	\$ 1,000.00	Proof of claim filed	
Unsecured - Priority	1	Mark Kille	\$ 14,940.00		
Unsecured - Priority	1	Matt Stuart	\$ 1,600.00		
Unsecured - Priority	1	Misty Hair	\$ 48.30		
Unsecured - Priority	1a	Internal Revenue Service	\$ 100,000.00	Proof of claim filed	
Unsecured - Nonpriority	2	Alston & Bird, LLP	\$ 60,936.04		
Unsecured - Nonpriority	2	Complete Business Solutions Group	\$ 69,150.00		
Unsecured - Nonpriority	2	Consolidated Electrical Distributors Inc	\$ 3,162,682.14		
Unsecured - Nonpriority	2	FleetStaff, Inc.	\$ 306,697.70		
Unsecured - Nonpriority	2	Harbert Roofing, Inc.	\$ 25,358.00		
Unsecured - Nonpriority	2	Soligent Distribution, LLC	\$ 193,218.13		
Unsecured - Nonpriority	2	Krannich Solar	\$ 172,890.99		
Unsecured - Nonpriority	3	Applied Engineering	\$ 1,225.00		
Unsecured - Nonpriority	3	Big O Tires	\$ 944.07		
Unsecured - Nonpriority	3	Bill Tree Services, Inc	\$ 2,500.00		
Unsecured - Nonpriority	3	Capital Premium Financing	\$ 916.06		
Unsecured - Nonpriority	3	Comerica	\$ 3,071.71		
Unsecured - Nonpriority	3	Compliant Background Chex LLC	\$ 759.50	Proof of claim filed	
Unsecured - Nonpriority	3	DLA Piper, LLP	\$ 1,666.67		
Unsecured - Nonpriority	3	Fasteners Inc.	\$ 3,394.28		
Unsecured - Nonpriority	3	Fortune Energy, Inc.	\$ 13,091.15		
Unsecured - Nonpriority	3	GEICO Commercial Auto Insurance	\$ 4,572.14		
Unsecured - Nonpriority	3	Gibbs Giden Attorneys at Law	\$ 1,500.00		
Unsecured - Nonpriority	3	Greensky	\$ 19,725.72	3rd Party Solar Finance Partner	
Unsecured - Nonpriority	3	Kid Giant, LLC	\$ 170.00		
Unsecured - Nonpriority	3	LYRO Printing	\$ 4,569.48		
Unsecured - Nonpriority	3	Mast Roofing, Inc.	\$ 4,250.00		
Unsecured - Nonpriority	3	PG&E	\$ 97.32		
Unsecured - Nonpriority	3	Platt Electric Supply	\$ 3,133.98		



Unsecured - Nonpriority	3	Quill Corporation	\$	585.20	
Unsecured - Nonpriority	3	Ray Morgan Company, Inc	\$	909.49	
Unsecured - Nonpriority	3	Redding Fastners, Inc.	\$	3,163.75	
Unsecured - Nonpriority	3	Sandler Training	\$	17,291.15	
Unsecured - Nonpriority	3	Shasta Builders Exchange	\$	533.99	Scheduled as materials.
Unsecured - Nonpriority	3	Sierra Vista Vegetation Removal & Tree Service	\$	3,100.00	
Unsecured - Nonpriority	3	Silicon Valley Bank	\$	4,306.51	
Unsecured - Nonpriority	3	Sunstate Equipment Co.	\$	1,121.49	
Unsecured - Nonpriority	3	Tugwell Roofing Co.	\$	19,785.00	
Unsecured - Nonpriority	3	United Rentals (North America), Inc.	\$	702.96	
Unsecured - Nonpriority	3	UPS	\$	285.76	
Unsecured - Nonpriority	3	Valley YellowPages	\$	80.00	
Unsecured - Nonpriority	3	Wex Bank	\$	8,264.64	
Unsecured - Nonpriority	3	World Telecom & Surveillance, Inc.	\$	95.00	
Unsecured - Nonpriority	3	Yellow Pages	\$	81.08	
Unsecured - Nonpriority	3	Yellow Pages United	\$	396.00	
Unsecured - Nonpriority		Calfirst		unknown	
Unsecured - Nonpriority		Coordinated Insurance Services		unknown	
Unsecured - Nonpriority		Mosaic		unknown	
Unsecured - Nonpriority		Revolve Solar, Inc.		unknown	
Unsecured - Nonpriority		SolarEngine		unknown	
Unsecured - Nonpriority		Sungage		unknown	
Unsecured - Nonpriority		Technology Credit Corporation		unknown	
Unsecured - Nonpriority		Ygene		unknown	

CLASS TOTALS:		Payment		Treatment	
1	\$	46,941.12	100%	Pay 100% over 24 mo. @ 3.25%	
1a	\$	100,000.00	100%	Pay 100% over 60 mo. @ 3.25%	
1b		\$1,000.00	100%	Pay 100% over 60 mo. @ 3.25%	
2	\$	3,990,933.00	6.0%	P/R share of \$4,000 for 60mo.	
3	\$	126,289.10	47.5%	P/R share of \$2,500 for 24mo.	
4	\$	-	0%		
TOTAL:	\$	4,265,163.22			

Revolve Solar (TX) Inc.				
Type	Class	Name	Claim	Comment
Unsecured - Priority	1	Audrey Walker	\$ 14,169.00	
Unsecured - Priority	1	Chris Cook	\$ 80.00	Priority amount sched as \$0
Unsecured - Priority	1	Dawn Smith	\$ 41.04	
Unsecured - Priority	1	Pete Lipscomb	\$ 3,632.50	
Unsecured - Priority	1a	Internal Revenue Service	\$ 100,000.00	Proof of claim filed.
Unsecured - Priority	1b	Travis County Tax Office	\$ 285.22	
Unsecured - Priority	1b	Texas Comptroller of Public Accounts	\$ 3,129.38	
Unsecured - Nonpriority	2	Consolidated Electrical Distributors Inc	\$ 514,337.86	
Unsecured - Nonpriority	2	FleetStaff, Inc.	\$ 204,465.14	
Unsecured - Nonpriority	2	GeXPro	\$ 25,521.34	
Unsecured - Nonpriority	2	Krannich Solar	\$ 56,831.02	
Unsecured - Nonpriority	2	Valley Mountain Regional Center	\$ 1,112,000.00	Proof of claim filed. Not owed per client. Need to file objection.
Unsecured - Nonpriority	3	Accutemps	\$ 5,268.58	Hugh Thomas Temp service
Unsecured - Nonpriority	3	AlphaGraphics	\$ 660.15	
Unsecured - Nonpriority	3	Avis Rent A Car	\$ 1,285.04	
Unsecured - Nonpriority	3	Backstead Terry PLLC	\$ 6,191.50	Client to check on payments.
Unsecured - Nonpriority	3	Barron & Newburger, PC	\$ 1,059.30	
Unsecured - Nonpriority	3	Capital Premium Financing	\$ 916.06	
Unsecured - Nonpriority	3	Chirp Security & Audio	\$ 305.27	
Unsecured - Nonpriority	3	Comerica	\$ 2,165.87	
Unsecured - Nonpriority	3	Compliant Background Chex LLC	\$ 128.82	
Unsecured - Nonpriority	3	Crawford Electric	\$ 15,804.87	Proof of claim filed.
Unsecured - Nonpriority	3	DLA Piper, LLP	\$ 1,666.67	
Unsecured - Nonpriority	3	Fastenal	\$ 1,287.36	
Unsecured - Nonpriority	3	Grande Communications Network, Omnia	\$ 361.44	
Unsecured - Nonpriority	3	Green Mountain Energy Company	\$ 113.55	Apartment
Unsecured - Nonpriority	3	Greensky	\$ 4,413.99	3rd Party Solar Finance Partner
Unsecured - Nonpriority	3	IBM Corporation	\$ 171.00	

Unsecured - Nonpriority	3	Jan-Pro of Austin	\$	422.18	
Unsecured - Nonpriority	3	Office Edge / COSA, Inc.	\$	633.67	
Unsecured - Nonpriority	3	ProStar Services Inc.	\$	300.83	
Unsecured - Nonpriority	3	Silicon Valley Bank	\$	7,050.33	
Unsecured - Nonpriority	3	Soligent Distribution, LLC	\$	17,334.44	
Unsecured - Nonpriority	3	Summit Electric Supply Inc.	\$	12,906.32	
Unsecured - Nonpriority	3	Taube Summers LLP	\$	982.90	
Unsecured - Nonpriority	3	UPS	\$	344.74	
Unsecured - Nonpriority	3	Wes Walters Realty Inc	\$	8,095.26	
Unsecured - Nonpriority	3	Xerox Corporation	\$	356.82	
Unsecured - Nonpriority		Revolve Solar, Inc.		unknown	
Unsecured - Nonpriority		SolarEngine		unknown	
Unsecured - Nonpriority		Sungage		unknown	

CLASS TOTALS:		Payment		Treatment	
1	\$	18,207.76	100%	Pay 100% over 60 mo. @ 3.25%	
1a		\$100,000.00	100%	Pay 100% over 60 mo. @ 3.25%	
1b		\$3,414.60	100%	Pay 100% over 60 mo. @ 3.25%	
2	\$	1,913,155.36	12.5%	P/R share of \$4,000 for 60mo.	
3	\$	90,226.96	66.5%	P/R share of \$2,500 for 24mo.	
4	\$	-	0%		
TOTAL:		\$ 2,125,004.68			