

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:) Chapter 11
)
Diamond Brite Enterprises, LLC) Case No. 17-51391-cag
)
Debtor.)
_____)

DIAMOND BRITE ENTERPRISES, LLC'S DISCLOSURE STATEMENT
DATED JANUARY 19, 2018

The Proposed Disclosure Statement Has Not Been Approved under Section 1125(b) of the Bankruptcy Code by the Bankruptcy Court as Containing Adequate Information for the Use in Connection with the Solicitation of Acceptances or Rejections of the Plan of Reorganization Described Herein. Accordingly, the Filing and Dissemination of this Proposed Disclosure Statement Are Not Intended and Should Not in Any Way Be Construed as a Solicitation of Votes on the Plan, Nor Should the Information Contained Herein Be Relied upon for Any Purpose Before a Determination by the Bankruptcy Court That the Proposed Disclosure Statement Contains Adequate Information.

This Disclosure Statement Is Submitted to All Creditors of the Debtor Entitled to Vote on the Plan of Reorganization Herein Described and Contains Information That May Affect Your Decision to Accept or Reject the Debtor's Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code. This Disclosure Statement Is Intended to Provide Adequate Information as Required by the Bankruptcy Code as to the Debtor's Plan of Reorganization. All Creditors Are Urged to Read the Disclosure Statement and Attachments with Care and in Their Entirety. This Disclosure Statement may Contains Forward-looking Statements Based Primarily on the Current Expectations of the Debtor and Projections about future events and financial trends affecting the financial condition of the Debtor's and the Reorganized Debtor's business.

The Terms of the Plan Govern in the Event of Any Inconsistency with the Plan Summary in this Disclosure Statement. All Exhibits to this Disclosure Statement Are Incorporated into and Are a Part of this Disclosure Statement as If Set Forth in Full Herein.

The Information in this Disclosure Statement Is Being Provided Solely for Purposes of Voting to Accept or Reject the Plan. Nothing in this Disclosure Statement May Be Used by Any Entity for Any Other Purpose.

I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) in the chapter 11 case of Diamond Brite Enterprises, LLC (Hereafter collectively referred to as the “Debtor”). This Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization (the “Plan”) filed by the Debtor. A full copy of the Plan accompanies this Disclosure Statement. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed at pages 6-7 of this Disclosure Statement. All administrative claims, priority claims, and secured claims will be paid in full. The unsecured creditors will receive a **prorata distribution of the remaining monies based on their allowed claim.**

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed).
- Who can vote on or object to the Plan
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan.
- Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation; and
- The effect of confirmation of the Plan.

II.

BACKGROUND

A. Description and History of the Debtor's Business

Diamond Brite Enterprises, LLC. is a Texas limited liability company authorized to do business in Texas. Its principal, Andrew L. Foster formed the company to operate a car wash at the Rim in San Antonio, Texas.

B. Insiders of the Debtor

Andy Foster 93% controlling member. AKDB Management LLC. 2% member. Austin Christensen 5% member.

C. Management of the Debtor Before and During the Bankruptcy

The management of the Debtor has not changed before or during the bankruptcy filing.

D. Events leading to Chapter 11 filing

Initial problems with the operations of the Debtor's car wash business began when the cost of building the project went over budget and delays occurred in commencing operations. After the car wash became operational, sales were hampered due to weather conditions. This caused the debtor to be unable to pay its secured debt to Compass Bank, the senior lien holder which threatened to foreclose its lien. The bankruptcy was filed to protect the equity in the business and allow a sale to occur.

E. Significant Events During the Bankruptcy Case

1. Sale of Property

Pursuant to a court order, the Debtor sold the car wash and all assets to Racer Wash Management, LLC for the sum of \$3,075,000.00. This sale closed on September 29, 2017. Pursuant to the order of sale the Debtor paid the following claims and costs:

Payoff of First Lien to Community Bank	\$1,429,232.79
Payoff of Second Lien to SETEDF	\$945,701.68
Transition Fees/Final Payroll	\$16,590.72
Payment for U.S. Trustee fees	\$10,400.00
Hines Global for ad valorem taxes paid	\$161,420.67
Bexar County taxes	\$71,838.74
Bexar County personal property taxes	\$12,613.72

Bexar County personal property taxes \$28,726.60

The remaining sum of \$226,244.23 was placed in the IOLTA Trust Account of Dean W. Greer, attorney for the Debtor. On November 20, 2017, the Court approved an award of attorneys fees for the Debtor in the total amount of \$15,455.94. After crediting this amount with the pre-petition retainer, the sum of \$11,172.94 was disbursed from the sale proceeds leaving a current balance of \$215,071.29. This money is available to fund the Plan.

2. Limited Operations

Except for the winding up of the Debtor's business and funding this Plan, the Debtor is not operating.

F. Projected Recovery of Avoidable Transfers

The only avoidable transfer or preferential payment the debtor is currently aware of is the agreement by Andy Foster to secure a personal loan with Community Bank with the proceeds from the sale of the Debtor's asset. There was no consideration for this assignment and it was within 90 days of the bankruptcy filing and constitute a preferential payment.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article 5 of the Plan.

H. Current and Historical Financial Conditions

A copy of the Report of Sale is attached as an exhibit to this Disclosure Statement.

III. SUMMARY OF THE PLAN OF REORGANIZATION

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote for the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses.

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
Professional Fees and Expenses , as approved by the Court	\$5,000 (estimated)	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Office of the U.S. Trustee Fees	undetermined	Paid in full on the effective date of the Plan
Internal Revenue Service	\$19,703.93 which includes penalty of \$2,996.04	If allowed, to be paid in full on the Effective Date of the Plan.
Texas Workforce Commission in the amount of \$545.25	\$545.25	If allowed, to be paid in full on the Effective Date of the Plan.

TOTAL	\$25,249.18	
-------	-------------	--

2 Priority Taxes

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The Priority Unsecured claim of IRS in the amount of \$119,998.69.

Plan Treatment for Secured Creditors, Unsecured Creditors and Equity Holders

Class 1: Community Bank

Community Bank held a first lien on the assets of the Debtor. It filed two proof of claim in the amount of \$83,928.30 (Claim No. 6) and \$16,717.96 (Claim No. 7). Claim No. 6 is based on an assignment of proceeds of the sale of the Debtor's assets to secure a debt of Andy Foster. This debt is disputed. The second debt is the alleged unpaid balance after applying the sales proceeds which if the numbers are correct, the Debtor agrees.

Class 2: General Unsecured Creditors

This class represents all remaining unpaid creditors of the Debtor except as stated above. The following creditors are identified in this class as well as whether the claim is disputed or not:

Total Merchant Services	\$44,102.00	Not Disputed
Andy Foster	\$63,924.33	Not Disputed
AT&T	\$592.02	Not Disputed
James Montgomery	undetermined	Unknown
Luis Godines	\$200,000	Disputed ¹
IRS	\$26,159.19	Unknown

¹ Luis Godines was an employee of the Debtor who was injured on the job. This injury was not covered by insurance. The damages asserted by Mr. Godines has not been determined by a court of law.

After payment of administrative costs, the secured claim of \$16,717.96; and the IRS priority claim, the estimated sum of \$53,105.46 will be available to pay this class. The allowed claims in this class will be paid a pro-rata share of all remaining cash generated from the sale of the Debtor's car wash. "Remaining cash" here means that fund left after payment of administrative costs, secured claims (if any), and priorities tax claims described elsewhere in this Plan. Once all claims are allowed, the Disbursing Agent will pay these creditors their prorata share. Since unsecured creditors will receive essentially exactly what they would receive under Chapter 7 liquidation, the class is not impaired.

Class 3: All Equity interest of the Debtor

Andy Foster 93% controlling member. AKDB Management LLC. 2% member. Austin Christensen 5% member. Since there will not be sufficient monies to pay the general unsecured creditors in full, all Class 3 Equity Interest will be cancelled after all funds are distributed. This class is impaired but not allowed to vote.

C. Date of Payments

The Effective Date (a defined term) of the Plan shall after be the 30th day following the entry of a final non-appealable order confirming this Plan of Reorganization.

D. Means of Implementing the Plan

1. Source of Payments

Payments and distributions under the Plan will be funded from the monies in the Debtor in Possession account.

E. Risk Factors

1. Objection to Classification

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or equity interest is substantially similar to the other claims or interests in that class. The Debtor believes that the classification of Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, there can be no assurance that the Bankruptcy Court or other parties in interest will agree.

2. Risk of Non-confirmation of the Plan

Even if all classes of claims or interest that are entitled to vote accept the Plan, the Plan may not be confirmed by the Bankruptcy Court. Section 1129 of the Bankruptcy Code

sets forth the requirements for confirmation of a plan. The Debtor believes that the Plan satisfies all the requirements for confirmation under the Bankruptcy Code. There can be no assurance, however, that the Bankruptcy Court will also conclude that the requirements for confirmation of the Plan have been satisfied.

3. Non-occurrence of the Effective Date of Plan

Even if all classes of claims or interests that are entitled to vote accept the Plan, the Effective Date for the Plan may not occur. The Plan sets forth the conditions to the occurrence of the Effective Date which may not be satisfied. There can be no assurance, however, that the requirements for consummation of the Plan will be satisfied.

4. Availability of monies to the Unsecured Creditors

The monies are presently in the IOLTA Trust Account of Dean W. Greer and are available for distribution.

F. Executory Contracts and Unexpired Leases

The Debtor does not have any executory contracts or unexpired leases.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

The Plan provides for the distribution of the proceeds from the sale of the Debtor's assets. Holders of claims and interests should consult their own tax advisers regarding the tax consequences of the Plan.

IV.

CONFIRMATION REQUIREMENTS AND PROCEDURES

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

A. Who May Vote or Object.

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

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

In this case, the Plan Proponent believes that classes 1 and 3 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that unclassified classes are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. What Is an Allowed Claim or an Allowed Equity Interest?

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was November 2, 2015.

2. What Is an Impaired Claim or Impaired Equity Interest?

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

3. Who is Not Entitled to Vote.

- The holders of the following five types of claims and equity interests are *not* entitled to vote:
- holders of claims and equity interests that have been disallowed by an order of the Court;

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

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].

4. *Who Can Vote in More Than One Class.*

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

B. *Votes Necessary to Confirm the Plan.*

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan.*

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

A class of equity interests accepts the Plan if the holders of at least two-thirds ($\frac{2}{3}$) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Non-accepting Classes.

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

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

C. Liquidation Analysis.

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Since the Plan is a liquidating plan and the Debtor's assets have all been sold, the Debtor believes creditors holding allowed claims will receive as much as they would in a hypothetical chapter 7 case.

D. Feasibility.

The Court must find that 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, unless such liquidation or reorganization is proposed in the Plan. The Debtor believes the Plan is feasible because it is a liquidating plan, all assets have been sold and the plan provides for distribution of all sales proceeds.

V.

EFFECT OF CONFIRMATION OF PLAN

A. No Discharge.

In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

B. Modification of the Plan

The Debtor may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Dated this the 19th day of January, 2018.

Diamond Brite, LLC

Law Offices of Dean W. Greer

By: /s/ Andrew L. Foster

By: /s/Dean W. Greer
Its manager

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:)	Chapter 11
)	
Diamond Brite Enterprises, LLC)	Case No. 17-51391
)	
Debtor.)	
)	

REPORT OF SALE

Pursuant to one certain Court Order entered in the records of United States Bankruptcy Court for the Western District of Texas, San Antonio Division in Case No. 17-51391 on August 24, 2017, the Chapter 11 Bankruptcy Diamond Brite Enterprises, LLC sold certain real property described as 18493 Rim Drive, San Antonio, Texas and more fully described as NCB 14747, Block 5, Lot 11, (The Rim UT-15), City of San Antonio, Bexar County, Texas, (hereafter referred to as the "Property") to Racer Wash Management, LLC for the sum of \$3,075,000. The sale was completed, closed and funded on September 29, 2017.

From the sale proceeds, the following disbursements were made:

1. \$1,429,232.79 Payoff of First Lien to Community Bank
2. \$945,701.68 Payoff of Second Lien to SETEDF
3. \$16,590.72 Transition Fees/Final Payroll
4. \$226,244.23 Monies to Dean W. Greer (IOLTA Account)
5. \$10,400.00 Payment to U.S. Trustee for estimated trustee fees.
6. \$161,420.67 Hines Global Landlord- for Delinquent ad valorem taxes
7. \$71,838.74 Bexar County taxes for 01/01/2017 to 09/30/2017
8. \$12,613.72 Bexar County Personal property taxes 01/01/2017 to 09/30/2017
9. \$28,726.60 Bexar County Personal property Tax

A copy of the Final Settlement Statement is attached hereto as Exhibit "A".

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FINAL SETTLEMENT STATEMENT	B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.				
	6. FILE NUMBER: 171433		7. LOAN NUMBER:		
	8. MORTGAGE INS CASE NUMBER:				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER: Recer Wash Management, LLC, a Texas limited liability company 3309 87th Street, Suite 22 Lubbock, TX 79413	E. NAME AND ADDRESS OF SELLER: Diamond Brita Enterprises, LLC, a Texas limited liability company 18403 Rlm Drive San Antonio, TX 78257	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 18403 Rlm Drive San Antonio, TX 78257	H. SETTLEMENT AGENT: 28-3803000 Title One Digital Title Services PLACE OF SETTLEMENT: 6102 82nd St, #11 Lubbock, TX 79424	I. SETTLEMENT DATE: September 28, 2017 DISBURSEMENT DATE: September 28, 2017

J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract sales price	3,075,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	1,200.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	3,076,200.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206. Transition Agreement Credit	18,590.72
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes 01/01/17 to 09/30/17	71,838.74
212. Personal Property 01/01/17 to 09/30/17	12,613.72
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	111,043.18
300. CASH AT SETTLEMENT FROM TO BORROWER:	
301. Gross amount due from Borrower (Line 120)	3,076,200.00
302. Less amount paid by/for Borrower (Line 220)	(111,043.18)
303. CASH FROM BORROWER	2,965,156.82

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	3,075,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	3,075,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	172,230.85
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan Community Bank	1,429,232.79
505. Payoff of second mortgage loan SETEDF	845,701.68
506. Transition Agreement Credit	18,590.72
507. Dep. disbursed as proceeds	
508.	
509. Ad Valorem Tax Repayment-Hines Global	161,420.67
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes 01/01/17 to 09/30/17	71,838.74
512. Personal Property 01/01/17 to 09/30/17	12,613.72
513. Personal Property-Bexar County	28,728.60
514. United States Trustee's Fees-Quarterly	10,400.00
515.	
516.	
517. Proceeds to Dean W. Greer, attorney	228,244.23
518. IOLTA Account	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	3,075,000.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	3,075,000.00
602. Less reductions due Seller (Line 520)	(3,075,000.00)
603. CASH TO/FROM SELLER	0.00

EXHIBIT A

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$ 3,075,000.00 @ 5.0000 %	153,750.00			
<i>Division of Commission (line 700) as Follows:</i>					
701.	\$ 78,875.00 to Elliott Silverstone DBA Silverstone Real Estate So				
702.	\$ 78,875.00 to AtLee Realty, LLC				
703.	Commission Paid at Settlement				153,750.00
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee % to				
802.	Loan Discount % to				
803.	Appraisal fee to				
804.	Credit report to				
805.	Lender's inspection fee to				
806.	Mortgage insurance application fee to				
807.	Assumption fee to				
808.	to				
809.	to				
810.	to				
811.	to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest From 09/29/17 to 10/01/17 @ \$ /day (2 days %)				
902.	Mortgage insurance premium for month to				
903.	Hazard insurance premium for year to				
904.	for year to				
905.	to				
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard insurance Months @ \$ per Month				
1002.	Mortgage insurance Months @ \$ per Month				
1003.	City property taxes Months @ \$ per Month				
1004.	County taxes Months @ \$ per Month				
1005.	Personal Property Months @ \$ per Month				
1006.	Months @ \$ per Month				
1007.	Months @ \$ per Month				
1008.	Months @ \$ per Month				
1100. TITLE CHARGES					
1101.	Settlement or closing fee to Title One Digital Title Services		1,000.00		1,000.00
1102.	Abstract or title search to				
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to McClendon Law Firm				200.00
1106.	Notary fees to				
1107.	Attorney's fees to				
	(includes above item numbers.)				
1108.	Owner's policy premium to Title One Digital Title Services				15,323.00
	\$13024.55 to Title One Digital Title Services, \$2298.45 to Westcor Land Title Insurance Company				
	(Includes above item numbers: 50% Split with the Accurate Group of Texas, LLC)				
1109.	Lender's coverage				
1110.	Owner's coverage \$ 3,075,000.00 15,323.00				
1111.	Tax Certificate to National TaxNet				31.10
1112.	Texas Guaranty Fee to Title One Digital Title Services				3.00
1113.	Wire Fees to Title One Digital Title Services				90.00
1114.	Counter Fees to Title One Digital Title Services				10.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees: Deed ; Mortgage ; Releases		200.00		200.00
1202.	City/County tax/stamps: Deed ; Mortgage				
1203.	State tax/stamps: Deed ; Mortgage				
1204.	to				
1205.	to				
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey to Etzondo & Associates				1,823.75
1302.	Post inspection to				
1303.	to				
1304.	to				
1305.	to				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			1,200.00		172,230.85

Label Matrix for local noticing
0542-5
Case 17-51391-cag
Western District of Texas
San Antonio
Mon Oct 23 11:30:29 CDT 2017

Diamond Brite Enterprises, LLC
18403 Rim Drive
San Antonio, TX 78257-4501

U.S. BANKRUPTCY COURT
615 E. HOUSTON STREET, ROOM 597
SAN ANTONIO, TX 78205-2055

AT&T Corp
% AT&T Services, Inc.
Karen Cavagnaro, Esq.
One AT&T Way, Room 3A104
Bedminster, NJ 07921-2693

Andy Foster
160 Sara Lane
Lumberton, TX 77657-7516

Attorney General of the U.S.
10th & Const. Ave. N.W. #5111
Washington, D.C. 20530-0001

Bexar County
c/o Don Stecker
711 Navarro, Suite 300
San Antonio, TX 78205-1749

Bexar County Tax Assessor
PO Box 2903
San Antonio, TX 78299-2903

(p)COMMUNITYBANK OF TEXAS N A
PO BOX 26017
BEAUMONT TX 77720-6017

CommunityBank of Texas, N.A.
c/o Winstead PC
Attn: Sean B. Davis
600 Travis St., Ste. 1100
Houston, TX 77002-3030

David L. McLane
9901 IH 10 West
Ste. 695
San Antonio, TX 78230-2256

Kines Global
17703 La Cantera Parkway
San Antonio, Texas 78257-8231

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

James Montgomery
2702 Treble Creek
San Antonio, TX 78258-4496

Luis M. Godines
11314 Oro Canyon
San Antonio, TX 78254-2825

Luis M. Godines
9901 IH 10 West
Ste. 695
San Antonio, TX 78230-2256

Ruth C. McLane
McLane Law Firm
9901 IH 10 West, #695
San Antonio, TX 78230-2256

SETEDF
2210 Eastex Freeway
Beaumont, TX 77703-4929

Total Merchant Resources, LLC
255 Old New Brunswick Rd.
Suite S-340
Piscataway, NJ 08854-3784

Total Merchant Services
255 Old New Brunswick #S-340
Piscataway, NJ 08854-3784

U. S. Attorney/IRS
601 N. W. Loop 410, Suite 600
San Antonio, Texas 78216-5512

U. S. Trustee
615 E. Houston St. Room 533
San Antonio, Texas 78205-2055

United States Small Business Administration
4300 Amon Carter Blvd., Suite 114
Fort Worth, Texas 76155-2652

United States Trustee - SA12
US Trustee's Office
615 E Houston, Suite 533
PO Box 1539
San Antonio, TX 78295-1539

Dean William Greer
2929 Mossrock, Suite 117
San Antonio, TX 78230-5141

EXHIBIT B

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Community Bank of Texas
5999 Delaware Street
Beaumont, TX 77706

IRS
PO Box 145595 MC 8420G
Cincinnati OH 45250-5595

(d)Internal Revenue Service
P. O. Box 21126
Philadelphia, PA 19114

End of Label Matrix
Mailable recipients 25
Bypassed recipients 0
Total 25