



October 1, 2015

Dr. John W. Frossard
Superintendent of Beaumont ISD
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Healthy Resource Enterprise

Dear Dr. Frossard;

Weaver was engaged by the Beaumont ISD Board of Managers (the Managers) on December 18, 2014 to conduct a forensic examination of the 2007 bond construction project. The Managers directed us to make a full accounting of the \$388.6 million in bond proceeds, determine if any of these proceeds were misappropriated and, if so, by whom. We were further directed to identify any fraud or wrong doing regarding the bond projects. In regard to this latter directive, we were told to work directly with the Federal and local Task Force, established between the Jefferson County District Attorney's and United States Attorney's Offices which were prosecuting the illegal activity within the Beaumont ISD (BISD).

We previously reported to the Task Force our investigative summary regarding Scott M. Farve, John H. Elamad, Protectors Insurance, Financial Services, HRE and Andre Lewis. As you are aware we have identified a number of suspicious transactions, relationships and/or parties which warrant a referral to the Task Force for whatever action deemed appropriate. The attached investigative summary, which includes supporting exhibits, is the fifth report submitted to the District. As in the recent past, we will continue to provide whatever support is required by the Task Force in its pursuit of the cases referred. In addition to making the referral to the Task Force on this first matter, we are going to recommend BISD seek recovery of all improper payments to the contractors/vendors.

We are available to answer any questions or provide whatever support you require.

Regards,

A handwritten signature in black ink that reads "William D. Brown". The signature is written in a cursive, flowing style.

William D. Brown
Partner, Forensic and Litigation Services
Weaver LLP

**HEALTHY RESOURCES ENTERPRISE, INC. (HRE)
SMITH MIDDLE SCHOOL RENOVATION**

Healthy Resources Enterprise, Inc. was formed as a Texas corporation on June 12, 2000 and Forfeited its existence on May 11, 2012 (**Exhibit 1**). The company is owned by Eric Boutte and Raquel King Boutte (**Exhibit 2**). Mr. Boutte is a former Chief of Staff for Texas State Representative Joseph DeShotel. Eric and Raquel were divorced on July 27, 2012 (**Exhibit 2**).

WILLIE RAY SMITH MIDDLE SCHOOL

Hurricane Ike ravaged Beaumont, TX on September 13, 2008 wherein it caused significant damage to Willie Ray Smith Middle School (Smith MS). As a result, the Beaumont Independent School District (BISD) Board of Trustees (Board) approved a Job Order Contract with HRE to repair Smith MS on October 16, 2008 (**Exhibit 3**).

On February 19, 2009, the Board approved the Smith MS renovation be awarded to HRE on an emergency, no-bid contract in the amount of \$19,224,546.90 (**Exhibit 4**). As a result of the Board approval, Dr. Carrol A. Thomas, Superintendent of BISD, signed two contracts with HRE on February 19, 2009, one in the amount of \$18,790,682.29 (**Exhibit 5**) and one in the amount of \$433,000 (**Exhibit 6**). It is noted that the Texas Education Administration (TEA) opined in May 2011 that the contract with HRE did not meet state guidelines for emergency no-bid contracts and the \$18.8 million contract exceeded the amount allowed under a "job order contract process" (**Exhibit 7**).

HRE began submitting Payment Applications on February 26, 2009 or seven (7) days after the contract was signed on February 19, 2009. HRE submitted ten (10) Payment Applications for the \$18 million contract numbered 1-8, 10-11 and six (6) Payment Applications for the \$433,000 contract (**Exhibit 8**) and was paid by BISD check as follows (**Exhibit 9**):

Healthy Resources Enterprise Payments (HRE)

Application #	Date of Application	Date of Check	BISD Check Number	Amount
1	2/24/2009	3/5/2009	553688	\$ 2,641,261.65
2	3/24/2009	4/9/2009	555012	\$ 1,622,907.31
3	4/24/2009	5/14/2009	556555	\$ 1,385,240.32
4	5/23/2009	6/24/2009	558648	\$ 3,465,958.50
5/1	6/23/2009	6/25/2009	558753	\$ 3,026,509.74
6/2	7/23/2009	8/10/2009	559622	\$ 2,617,630.90
7/3	8/24/2009	9/10/2009	560713	\$ 405,407.31
8/4	9/25/2009	10/9/2009	562200	\$ 624,913.13
5	10/23/2009	11/12/2009	563787	\$ 12,727.97
10	10/29/2009	11/12/2009	563787	\$ 1,183,946.83
11/6	12/31/2009	1/14/2010	566399	\$ 2,149,043.29
Total Payments				\$ 19,135,546.95

Dr. Thomas approved most of these Payment Applications, including the payments of the Contingency Fee.

The February 26, 2009 Payment Application was for \$2,934,735.17, which included HVAC of \$616,716.82 and Roofing of \$546,268.38. The contractor for the Roofing, Hampshire Roofing (Hampshire), did not submit a Payment Application to HRE until May 15, 2009. The Payment Application also claimed fees of \$335,910.21 for Permits and Fees. David Redmond, owner of Charlton Pollard Neighborhood Association Construction, advised that HRE did not acquire permits from the City of Beaumont until approximately July 2009, when he was contracted to perform work. This 1st Payment Application claimed that approximately 17% of the contract was completed in the first seven days.

The Payment Applications state “The undersigned Contractor certifies that to the best of the Contractor’s knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.” All HRE Payment Applications were signed by Eric Boutte and notarized.

The Payment Applications also state: “In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.” All of HRE’s Payment Applications were signed following this language by John H. Elamad. His signatures are not notarized.

HRE did not claim any of the Contingency in the amount of \$1,057,863.66 in any of their progress billings until the final two billings dated November 29, 2009 and December 31, 2009, the last of which was for Retainage and the remaining Contingency in the amount of \$261,654. BSD had no records of any Change Orders that were approved to support any payment of this Contingency amount. In fact, numerous Requests for Information were submitted by HRE which were denied by BSD (**Exhibit 10**).

Hampshire Roofing, who constructed the new roof at Smith MS, provided a copy of the seven checks it received from HRE for their work as follows (**Exhibit 11**):

HRE Payments to Hampshire Roofing

<u>Bill Date</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>	<u>Application Number</u>
5/15/2009	7/2/2009	11388	\$ 778,812.30	1
7/2/2009	7/27/2009	11497	\$ 278,616.60	2
7/15/2009	8/24/2009	11650	\$ 391,228.20	3
8/17/2009	9/21/2009	11840	\$ 245,453.00	4
9/15/2009	10/15/2009	12071	\$ 190,309.50	5
10/16/2009	11/18/2009	12299	\$ 90,989.10	6
11/18/2009	1/12/2010	12598	\$ 231,870.00	7
Total			<u>\$ 2,207,278.70</u>	

HRE Billings to BISD for Roofing

<u>Bill</u>	<u>Check</u>	<u>Bill</u>	<u>Cumulative</u>	<u>Retainage</u>	<u>Paid</u>
<u>Date</u>	<u>Date</u>	<u>Amount</u>	<u>Bill Amount</u>		
2/24/2009	3/5/2009	\$ 546,268.36	\$ 546,268.36	\$ 54,626.84	\$ 491,641.52
3/24/2009	4/9/2009	\$ 85,000.00	\$ 631,268.36	\$ 63,126.84	\$ 568,141.52
4/24/2009	5/14/2009	\$ 63,126.84	\$ 694,395.20	\$ 69,439.52	\$ 624,955.68
5/23/2009	6/24/2009	\$ 1,014,000.00	\$ 1,708,395.20	\$ 170,839.52	\$ 1,537,555.68
6/23/2009	6/25/2009	\$ 530,184.83	\$ 2,238,580.03	\$ 223,858.00	\$ 2,014,722.03
7/23/2009	8/10/2009	\$ 492,761.85	\$ 2,731,341.88	\$ 273,134.19	\$ 2,458,207.69
8/24/2009	10/9/2009	\$ (151,741.22)	\$ 2,579,600.66	\$ 257,960.07	\$ 2,321,640.59
9/25/2009	11/3/2009	\$ 303,482.43	\$ 2,883,083.09	\$ 288,308.31	\$ 2,594,774.78
10/29/2009	1/13/2010	\$ 151,741.22	\$ 3,034,824.31	\$ 303,482.43	\$ 2,731,341.88

According to HRE's billings, HRE was paid \$624,955.68 before it received any billings from Hampshire Roofing. Prior to Hampshire's second billing, HRE had already received over \$1.2 million more than what Hampshire had billed. In all, HRE billed \$827,545.61 on the Roofing, or 37% more, than what they paid Hampshire Roofing. There may have been approximately \$100,000 more in roofing expenditures by HRE for demolition and structure repair and or strengthening.

HRE acquired and provided a Certificate of Liability Insurance dated April 10, 2009 with Professional Liability coverage of \$1 million each claim and \$2 million aggregate (**Exhibit 12**).

HRE also acquired three Performance Bonds, one in the amount of \$1.5 million for the "Mobilization and Interior Demolition for Hurricane Ike Repairs of the Smith Campus" and two Payment Bonds in the amount of \$18,790,682.29 and \$433,864.64 for the construction of Phase I and Phase II (**Exhibit 13**). These were purchased from George D. Black, Sr. of Infinity Surety. These Bonds were determined to be fraudulent and Mr. Black was convicted of Fraud for the sales of these Bonds (**Exhibit 14**).

The \$18,790,682.29 calculation of the renovation of Smith MS was prepared by EnviroTech Services, LLC (EnviroTech), which was owned by Lloyd Broussard (**Exhibit 15**). EnviroTech acted as the contractor on the Smith MS renovation until approximately late July/early August 2009 when all of its subcontractors walked off the job because they weren't getting paid.

EnviroTech prepared a "Summary of Work and Payment History on BISD's Smith Middle School" which was found in the BISD Business Finance office (**Exhibit 16**). The document outlines the following:

- HRE and EnviroTech entered into a "Teaming Agreement" whereby EnviroTech would be the Construction Supervisor and constructor for the Smith MS renovation. EnviroTech would provide the Project Manager, superintendents, labor and technical personnel, subcontractors and vendors;
- On July 5, 2009, EnviroTech's attorney notified BISD that they and the subcontractors were not getting paid;
- On July 25, 2009, Dr. Thomas asked EnviroTech to meet with HRE along with a mediator by the name of Howard Jefferson on July 31, 2009. As a result of this meeting, EnviroTech received \$400,000 for the electrical subcontractor;
- On August 14, 2009, EnviroTech and its subcontractors received a "Stop Work Notification" from HRE with about 95% of the project complete;

- At the time of the Stop Work Notification, Envirotech and its subcontractors were owed almost \$9 million, with \$3 million of that owed directly to EnviroTech.
- In August 2009, EnviroTech met with Dr. Thomas and advised him that EnviroTech and the subcontractors for HRE had not been paid for over two months;

On August 13 and August 18, 2009, Infinity Surety advised BISD that HRE was not paying its subcontractors (**Exhibit 17**).

On August 14, 2009, US General Contractors, LLC (US General), a subcontractor for HRE, submitted a Surety Bond claim to BISD, HRE, Infinity Surety and EnviroTech in the amount of \$833,330 (**Exhibit 18**). On August 10, 2010, filed suit against HRE, BISD, John H. Elamad and George D. Black for non-payment of services rendered at Smith MS (**Exhibit 19**). According to Board minutes dated December 16, 2013, BISD paid US General \$290,000 to settle the suit (**Exhibit 20**). EnviroTech also filed suit against HRE which resulted in EnviroTech acquiring a \$4 million judgement and US General acquiring a \$1 million judgement against HRE for non-payment of services rendered on Smith MS (**Exhibit 21**).

SeTex Construction

The Board approved a \$450,000 contract with SeTex Construction for renovations of Smith on July 29, 2010 which included pre-construction fee, general contractor's fee and general conditions (**Exhibit 22**). Page 2 of "Exhibit K-1" to the Board minutes reflects that SeTex's bid was actually \$503,000 (\$8,000 pre-construction, \$450,000 construction and \$45,000 construction management). This construction was for the renovation of the girls' locker room and gym as well as some auditorium work.

West Brook High School Field House

Subsequent to Smith MS, HRE was awarded a contract for the renovation of the West Brook Field House in the amount of \$1,937,192 of Bond Funds on February 25, 2011 (**Exhibit 23**). Legal proceedings disqualified HRE from the job shortly after it was begun because HRE was not the best value due to previous questionable performance. The selection committee recommended a different contractor but Robert Zingelmann, BISD Chief Business Officer, recommended HRE to the Board, which then selected HRE.

New Elementary Schools

In approximately December 2010, HRE was retained by Long Architects as the Mechanical, Electrical and Plumbing (MEP) engineer on the construction of Amelia, Blanchette and Martin. Allco was the construction company on these schools.

In approximately December 2010, HRE was retained by Matrix, an Architectural firm, as the MEP engineer on the construction of Sallie Curtis, Regina Howell and Caldwood Elementary Schools. Daniels was the contractor on the construction.

Weaver Interviews

David Redmon, owner of Charlton Pollard Neighborhood Association Construction, advised that his company was retained by HRE in approximately July 2009 to do the drywall and paint for the Smith MS renovation, as he believed the roofing was already done. He stated that Alcide Boutte (Alcide), Eric's brother, was HRE's Project Manager and was in charge of the renovation. Redmon advised that he knew Alcide because Alcide had worked for him at the City of Beaumont. Redmon believed that HRE and EnviroTech were a joint-venture with EnviroTech acting as the General Contractor.

He was aware that EnviroTech and all of its subcontractors had walked off the job when they claimed HRE was not paying them. Redmon was aware that there was a fight between HRE and EnviroTech where the City of Beaumont Police had to respond. He stated that EnviroTech's electrical subcontractor had pulled all of the electrical wires back through the main breaker box and had destroyed the breaker box. Redmon believed that Walker Electric came in and finished the electrical work. Redmon did not believe that HRE or EnviroTech had acquired any building permits as he was asked to acquire them after he began to work.

Jane Kingsley, BISD Business Officer, retired on January 31, 2010, but claims that she actually discontinued her duties the day after Thanksgiving 2009. We have found several occurrences where Ms. Kingsley did perform school business after that date. Kingsley advised that she did not agree with Dr. Thomas to award a no-bid contract to HRE in the amount of \$19 million and that she did advise him that the amount exceeded the legal amount, that smaller contracts should be awarded. She stated that Terry Ingram, Assistant Superintendent of BISD, handled all subcontractor complaints of non-payment but that she was aware that there were numerous complaints filed by subcontractors against HRE for non-payment. Kingsley admitted that Dr. Thomas was in control of the Smith MS renovation and that he was aware of all facets of that renovation.

Terry Ingram, Assistant Superintendent of BISD, advised that Dr. Thomas told him not to get involved in the Smith renovation, that he was handling it. He stated that he believed that emergency contracts cannot exceed \$5 million, but was aware that the HRE contract was \$19 million.

John H. Elamad, owner of International Design, was the Program Manager for the Smith MS renovation. He stated that HRE completed their contract and that he approved all payments to them including the Contingency, which he claimed was the Contractor's contingency. Elamad advised that it was not his job as the Program Manager to ensure that the subcontractors were getting paid because HRE swore on each Payment Application that all subcontractors had been paid. Elamad admitted that he knew that this was a false statement by HRE because subcontractors were complaining of non-payment, but that they were subsequently all paid. He denied that he was aware that EnviroTech and its subcontractors were not being paid even though he admitted he helped to get HRE and EnviroTech together for a meeting to resolve non-payment issues.

Elamad admitted that he was the Program Manager for work that SeTex conducted on Smith MS. He denied that this was work that should have been done under the HRE contract. He further denied that he received payment in the amount of \$30,000 from SeTex for the work and stated that SeTex was "lying" if they said they paid him.

James R. Shell, Founding Partner of SeTex, advised that Dr. Thomas was very involved in the renovation of Smith MS by SeTex, right down to the selection of the color of the shower tile. Shell stated that the renovation was because of hurricane damage to the school. He stated that SeTex's work included \$49,080 of electrical work for lights, washer/dryer hookup and code upgrades. Shell advised that he paid Elamad \$30,000 as the Program Manager and Clark \$8,530 as the Architect. He stated that Robert Zingelmann of BISD instructed him to include these fees in SeTex's bid.

Robert Zingelmann advised that he attended a meeting between Dr. Thomas and Elamad regarding the SeTex contract and that Dr. Thomas told him to have SeTex include Elamad's fees as the Program Manager in their bid.

Rob Clark of Architectural Alliance advised that he was retained by Elamad to be the architect on the Smith MS restroom, auditorium stage and auditorium lighting renovations conducted by SeTex.

He stated that the floor on the girls' gymnasium and gymnasium seating were also replaced because of hurricane damage. Clark described the renovations as the completion of construction that was not performed by HRE. He stated that there were numerous electrical wires protruding out of the walls that had not been properly connected and concealed. Clark advised that HRE's renovation of Smith MS was a complete violation of the City of Beaumont's Building Code and the State of Texas' Procurement Act in that there was no architect associated with the project. Clark stated that he never saw any blueprint documents or close-out documents on the HRE Smith MS renovation. He advised that he was paid some of his fee directly by SeTex and the rest by BISD. He described the payment from SeTex as outside the normal course of business, as the architect is supposed to be independent of the contractor and that the architect being paid directly by the contractor creates an improper conflict of interest for the architect.

George Luke, acting BISD Director of Maintenance, advised that Dr. Thomas personally handled the renovation of Smith MS and told the maintenance department employees, such as Robert Mann, to stay away from the project. Luke stated that he was aware that HRE had not completed the renovation of the girls' locker room and that Rob Clark had come in to finish the project. Luke advised that David Phend, BISD electrician advised him that when HRE left Smith MS, all of the electrical panels had been torn out and electrical wires were exposed everywhere.

Frances Bean-Brewer, Smith MS Administrative Assistant to the Principal, advised that there was an altercation between HRE and the electrical subcontractors on a Friday evening at the school over HRE's failure to pay them. She believed that Eric Boutte and his brother Alcide Boutte were both there as well as HRE employee Brandi Vaughn. Bean-Brewer stated that both the campus and city police responded to the disturbance. She further believed that those subcontractors never came back to Smith MS. Bean-Brewer advised that Walker Electric was supposed to come in and "fix" the electrical wires that the subcontractors had ripped out of the wall before they left. Bean-Brewer confirmed that a lot of electrical outlets were left uncovered when HRE left the job. She advised that there was a long "hot list" of items that needed repair or completion that was maintained by the schools head custodian, Richard Guillory, which never got completed.

Victoria Woods, Smith MS Girls' Coach, advised that the renovations to the girls' locker room and girls' gymnasium were not completed during the HRE renovation. She stated that after she continually complained to Dr. Thomas, the work was finally completed sometime later.

Richard Guillory, former Head Custodian at Smith MS, declined to be interviewed by Weaver stating that the District had enough problems without him getting in the middle of it.

Tom Neild, former BISD Board member, advised that on an occasion when the Board received training in Houston, TX, they were invited to dinner at Ruth Chris by Dr. Thomas. He reported that while ordering, Dr. Thomas took over and ordered all of the men end-bone prime rib and announced that the expense of the dinner was being borne by Eric Boutte of HRE. Neild believed that this increased the cost of each person's dinner from approximately \$30 to approximately \$100.

Neild, who owns a local construction company, advised that Job Order Contracts are usually for smaller government jobs so as to acquire a better price for the materials to be used on the project. He stated that for a contract as large as \$19 million under a Job Order Contract, the costs of those materials would cost more, comparing the cost to buying a car one piece at a time, which would result in a higher cost.

Kenneth L. Meyer, International Fidelity Insurance Company, advised that he sold HRE a Performance Bond on January 19, 2009 for \$1.5 million for the "Mobilization and Interior Demolition for Hurricane Ike Repairs of the Smith Campus." Meyer claimed that he was acquainted with Eric and HRE and that HRE would not have qualified for a \$20 million Performance Bond from his company at that time.

He believes that HRE failed approximately four (4) because of a job for the Texas Parks and Wildlife in Winnie, TX when the concrete slab for a building was found to have been done wrong, so HRE had to tear down the building and redo the slab. Meyer believed that Western Surety, a CNA company, suffered the loss on this project and has sued HRE and been awarded a \$3 million judgement.

Tim Wentworth, Esq., Cage, Hill & Niehaus, L.L.P., advised that he represents Joe Hill, the Chapter 7 Trustee for Raquel King, formerly Raquel Boutte in her bankruptcy proceeding (**Exhibit 24**). He stated that HRE's assets were divided 50/50 between Eric and Raquel. Wentworth advised that Raquel lost her bankruptcy discharge because she refused to cooperate with the Trustee by providing financial records. He reported that a bonding company, Western Surety, a CNA company, is chasing the Boutte's for a \$2 million judgement.

Eva Engelhart, Esq., Ross, Banks, May, Cron and Cavin, P.C., advised that she was appointed as a State Receiver for HRE/Eric Boutte on August 20, 2014 as a result of a \$2 million judgement against HRE/Boutte by Western Surety (**Exhibit 25**). She stated that Eric Boutte purchased a \$1 million house in December 2014 so she has been trying unsuccessfully to acquire financial statements for the mortgage of the house from Eric.

Joe Ping, Project Manager of Allco Construction, stated HRE was the mechanical, electrical and plumbing (MEP) engineer on their jobs of which Phillip Long was the architect. Ping advised HRE went through 4 different engineers on the project and the last one did not work at the job site, but rather out of his home. Ping stated that the last Engineer was not an employee of HRE and HRE was delinquent in paying him. HRE was given Requests for Information from Allco and WB Construction, which HRE was slow to respond to. According to Ping, things got so bad with HRE, Ping, his boss Tom Harrison and Batiste decided to fire HRE and scheduled a meeting with Thomas to discuss the issue. Ping stated that when they arrived at Thomas' office, Eric Boutte was already there. Ping was unaware that Boutte was associated with HRE. During the meeting, Boutte made guarantees that HRE would meet the job time tables for completion. Afterwards, Parsons brought in someone to do the job inspections because HRE could not get them done.

Phillip Long, Long Architects, Inc., advised that he was instructed by Dr. Thomas to use HRE as the MEP on the three new schools he was the Architect for, Amelia, Martin and Blanchette Elementary Schools. He stated that HRE did not finish the job.

Gary Ferguson, former Project Manager of Daniels Construction, directed the construction of Regina Howell, Caldwood, and Sally Curtis Elementary Schools. He stated that he believed HRE were "dumb asses" and did lousy work and produced lousy designs. According to Ferguson, Matrix, the Architect on the projects, was told by BISD they had to use HRE as the MEP. That resulted in about 200 Requests For Information (RFIs), which HRE was slow to respond to. An RFI is primarily used to gather information to help make a decision on what steps to take next.

Cindy Guidroz, Administrative Assistant to the BISD Superintendent, advised that BISD did participate in a TASA/TASB training conference from October 2 – 4, 2009 in Houston, TX. The participants included Dr. Thomas and Thomas Neild. The training is to educate the Board members as to their roles in the state's public school system.

Melva Vick, BISD Accounts Payable Clerk, advised that only two of the payments to HRE were sent to HRE through the U.S. States Mail (**Exhibit 26**).

Financial Analysis

Tim Wentworth, Attorney for the Bankruptcy Receiver of Raquel Boutte, provided the following bank statements of HRE:

Texas Community Bank checking account #1408509
Texas Community Bank checking account #1409523
Texas Community Bank checking account #1418011
Texas Community Bank checking account #1811413
Chase Bank checking account #856192174
Chase Bank checking account #2916115401
Chase Bank checking account #2949410431
Chase Bank checking account #781180534
Capital Bank checking account #1907921
Capital Bank checking account #189782
Plus4 Credit Union account #4784702

An analysis was performed for the Texas Community Bank checking accounts #1408509 and #1409523 which revealed that all BISD payments for the Smith MS renovation were deposited into one of these two accounts (**Exhibit 27**). The analysis was limited to bank statements only as no supporting documentation such as cancelled checks, deposited items or money transfer slips were provided.

HRE Chase Bank account #781180534 revealed that HRE had a debit charge in the amount \$4,677.75 on October 2, 2009 at Ruth's Chris Steakhouse (**Exhibit 28**).

Conclusion

Substantial evidence exists to confirm that HRE did not complete the work under the two contracts they were awarded in February 2009 and paid for in the amount of \$19 million. This evidence supports that Eric Boutte submitted false Payment Applications claiming that the work was completed and that all subcontractors had been paid. In addition, HRE claimed reimbursement for more than \$1 million in Contingency Fees that he did not appear to have earned. John Elamad, Dr. Carrol Thomas and Robert Zingelmann approved payment of BISD funds for work knowing that the work was not completed, subcontractors had not been paid and Contingency Fees had not been earned. This is exemplified in the fact that another construction firm was retained to finish the job and the architect and program manager fees were hidden in the contractor's bid. Numerous witnesses advised that Dr. Thomas was directly in-charge of the Smith MS renovation and others advised that they had conversations with him regarding the uncompleted work.

The work conducted by SeTex, the contractor who finished the Smith MS renovation, cost BISD in excess of \$500,000. An HRE subcontractor received a payment of \$290,000 from BISD for work that HRE failed to pay him for, even though HRE had been paid for this work by BISD. Finally, HRE billed and was paid over \$1 million in the form of Contingency Fees that they were not due. In all, HRE was inappropriately paid over \$1.8 million by BISD for work that was not conducted or that they were not due.

We also believe that the Job Order Contract method of calculating the bid for this job caused the contract price to be higher than if an alternative method was used to bid the project. We noted that, during the bond fund, many of the schools were being built for \$15 million compared to the \$19 million paid to HRE for the Smith MS renovation. It is our understanding that the cost estimates under the Job Order Contract method are significantly higher because the use of this contract method is designed for smaller jobs, usually less than \$500,000.

In addition, Dr. Thomas required and accepted remuneration for him and the Board from Eric Boutte/HRE in the form of an expensive dinner from HRE while attending a school function in Houston, TX. The timing of this remuneration was during the renovation of Smith MS and just prior to HRE being paid a \$1 million Contingency Fee which BISD did not appear to owe.

Our investigation concluded that HRE was not a construction firm, but rather a MEP company. We did not determine any resources that HRE supplied to conduct the construction other than supervisory personnel and engineers.

Our investigation further discovered that even though HRE continually “walked off” the job before completion (Smith MS and Martin ES), they continued to be awarded contracts at the recommendation of Dr. Thomas and Zingelmann (Elementary Schools and West Brook HS).

Subjects

Eric Wayne Boutte (Exhibit 29)

3210 Amber Forest Drive
Houston, TX 77068
(Last known address, but believe he resides in Humble, TX now)
(832) 721-5797 (provided by State Representative Joseph DeShotel)

Raquel King Boutte

5506 Flax Bourton Street
Humble, TX 77346

John H. Elamad

dba International Design & Consulting Group, Inc./ECM
4639 Gulf Starr Drive
Destin, FL 32541
(850) 837-7454
(850) 585-7454 cell

Dr. Carrol Allen Thomas, Jr.

Former BISD Superintendent
1 Pleasant Shadows
Spring, TX 77389
(409) 838-7252

Robert Scott Zingelmann

Former BISD Chief Financial Officer
Region 4 Education Service Center
Chief Financial Officer, Business/Operations Services
7145 West Tidwell Road
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(713) 744-6835

Witnesses

Shirley Jane Kingsley

Former BISD Chief Financial Officer
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Rob Clark

Architectural Alliance
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James R. Shell

Founding Partner
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David Redmon

President
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(409) 656-6607 cell
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George Luke

Acting Director of Maintenance
Beaumont ISD
(409) 617-5652

Francis Bean-Brewer

Administrative Assistant to the Principal
Smith Middle School
4415 Concord Rd.
Beaumont, TX 77703
(409) 617-5825

Victoria Woods

Girl's Coach
Smith Middle School
4415 Concord Rd.
Beaumont, TX 77703
(409) 617-5825

Richard Guillory

Former Head Custodian
Smith Middle School
5245 Parkview Drive
Beaumont, TX 77705
(409) 842-2002

Brandi Vaughn

14445 Wallisville RD, APT 1403
Houston, TX 77049
(409) 549-9864

Terry Allen Ingram

12131 Bryant Drive
Frisco, TX 75034
(972) 292-9640

Tom Neild

Neild & Sons
5950 Walden Road
Beaumont, Texas 77720
(409) 842-2272

Alcide Demond Boutte

5830 Meadowview
Beaumont, TX 77708
Telephone: (409) 338-1734
TX DL: 002307319
DOB: 8/11/1973

Bobby Hampshire

Hampshire Roofing
442 FM 421 Rd.
Lumberton, TX 77657
(409) 755-3215

Kenneth L. Meyer

Southern American Insurance Agency, Inc.
8203 Willow Place South, Ste. 500
Houston, TX 77070
(281) 890-9294

Lloyd Broussard

EnviroTech
c/o Frederik D. Jones, Esq.
1605 Lamy Ln # D
Monroe, LA 71201
(318) 325-2644

Roger Banks

US General Contractors, LLC
c/o Frederik D. Jones, Esq.
1605 Lamy Ln # D
Monroe, LA 71201
(318) 325-2644

Tim Wentworth, Esq.

5851 San Felipe Suite 950
Houston, TX 77005
(713) 789-0500

Eva S. Engelhart, Esq.

Ross, Banks, May, Cron and Cavin, P.C.
2 Riverway, Suite 700
Houston, Texas 77056-1918
(713) 626-1200
eeengelhart@rossbanks.com

Cindy Guidroz

Administrative Assistant to the BISD Superintendent
3395 Harrison Avenue
Beaumont, TX 77706
(409) 617-5001

Melva Vick

Accounts Payable Clerk
BISD
3395 Harrison Avenue
Beaumont, TX 77706
(409) 617-5021

Bill Brown, CPA

Carolyn Bremer, CPA, CFE

Don B. Southerland, Jr., CPA, CFE

Weaver & Tidwell LLP
Certified Public Accountants and Advisors
12221 Merit Dr., Suite 1400
Dallas, TX 75251
(972) 490-1970

EXHIBIT 1

ARTICLES OF INCORPORATION

**FILED
In the Office of the
Secretary of State of Texas**

JUN 12 2000

**ARTICLE I
CORPORATE NAME**

Corporations Section

The name of the Corporation is Healthy Resources Enterprise, Inc.

**ARTICLE II
PURPOSE**

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Corporate Law of the State of Texas other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the State of Texas Corporations Code

**ARTICLE III
REGISTERED OFFICE/AGENT**

The street address of the Corporation's initial registered office in the State of Texas is Eric W Boutt 5506 Flax Bourton St Humble, TX 77346

**ARTICLE IV
AUTHORIZED CAPITAL STOCK**

The total number of shares of which the Corporation shall have the authority to issue are one thousand, and the par value of each share shall be ten dollars. The corporation will not commence business until it has received for the issuance of its shares consideration of the value of a stated sum, which shall be at least one thousand dollars (\$1,000.00), consisting of money, labor done, or property actually received

**ARTICLE V
PROVISIONS**

The provisions for the regulations of the internal affairs of the Corporation shall be as set forth in the bylaws

**ARTICLE VI
DURATION**

The duration of the Corporation shall be perpetual existence

**ARTICLE VII
BOARD OF DIRECTORS**

The number of directors constituting the initial Board of Directors of the Corporation is two

The name and address of each person who is to serve as members of the initial Board of Directors of the Corporation are as follows

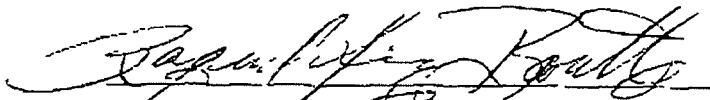
Eric W Boutte
5506 Flax Bourton St
Humble, TX 77346

Raquel King Boutte
5506 Flax Bourton St
Humble, TX 77346

IN WITNESS THEREOF, the undersigned incorporator has executed these Articles of Incorporation on this, the fifteenth day of May, 2000.



Incorporator - Eric W Boutte



Incorporator - Raquel King Boutte

Vertical text on the right margin, possibly a stamp or reference number.



**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
HEALTHY RESOURCES ENTERPRISE, INC.**

File Number : 158588800

Certificate / Charter forfeited : May 11, 2012

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in black ink, appearing to read "Hope Andrade", written over a grid background.

Hope Andrade
Secretary of State

EXHIBIT 2

Texas Report of Divorce Index [1968-2012] Detail

Record Details

<i>File Number</i> 083966	<i>Husband Name</i> BOUTTE ERIC WAYNE	<i>Husband Age</i> 39	<i>Wife Name</i> RAQUEL KING
<i>Wife Age</i> 41	<i>Divorce Date</i> 07/27/2012	<i>Marriage Date</i> 08/17/1996	<i>Number of Children</i> 03
<i>County Code</i> 101	<i>County Name</i> HARRIS		

Your account 010520428-TX has been charged 1 'Look-up' on March 18, 2015 at 16:36:20.

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EXHIBIT 3

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – October 16, 2008

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, October 16, 2008 at 7:16 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Woodrow Reece, President
Janice Brassard, Vice President
Terry Williams, Secretary
Martha Hicks, Member
Howard J. Trahan, Jr., Member
Bishop Ollis E. Whitaker, Member

Absent: Dr. William Nantz, Member
Bishop Ollis E. Whitaker, Member

School Officials

Present: Superintendent, Dr. Carrol A. Thomas; Assistant Superintendents, Dr. Shirley Bonton, Mr. David Harris; Executive Director of Special Education, Dr. Susan Alfred; Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Executive Director of Communications, Ms. Jolene Ortego; Special Assistant to the Superintendent, Jessie Haynes and Attorney, Melody Chappell

Absent: Mr. Terry Ingram, Assistant Superintendent

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The colors were presented by the Central High School NJROTC. The pledges to the United States of America flag and Texas flag were led by Julia Culver, a second grade student at Amelia Elementary School.

INVOCATION

Margaret Alfred, a 10th grade student at West Brook High School, gave the invocation.

APPROVAL OF THE MINUTES

Ms. Janice Brassard moved, seconded by Mr. Terry Williams to approve the minutes of the special and regular meetings held September 25, 2008.

President Reece called for additions or corrections to the minutes, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

REPORTS

1. **Status of State Comp Ed Funds Report** – submitted electronically
2. **Minutes of the District Educational Improvement Committee (DEIC) Meeting held March 4, 2008** – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Residential Facility (RF) Monitoring System 2006-07 Correction Action Plan (CAP)** – Dr. Susan Alfred, executive director of special education, reviewed the report and the actions taken to correct identified areas with the Board of Trustees. Dr. Alfred explained TEA had randomly selected facilities and care treatment centers across the state to review the procedures local agencies use to implement the program. Dr. Alfred stated that the team had looked at thirteen (13) components, many of which Beaumont ISD met; however, if even one student was identified out of compliance, that area was recognized noncompliant. The district is satisfied that corrective actions have been taken as stated in the CAP within the timeline outlined. Dr. Alfred called for questions of the report, there were none.
2. **Adequate Yearly Progress (AYP) Rating** – Dr. Timothy Chargois, director of research, planning and evaluation, reviewed the AYP results for spring 2008 for grades 3, 8 and 10 providing the standard for the areas of reading, math and graduation. Dr. Chargois announced that the district will initiate appeal procedures for the determination of the graduate percentage, 69%, with three supporting areas; 5th year seniors or continuers, incarcerated students and inaccurately labeled dropouts. Dr. Chargois pointed out the percentage of student taking TAKS, TAKS-A, TAKS-M and TAKS-Alt identifying that the TAKS-Alt and TAKS-M are subject to the 1%/2% rule.
3. **Hurricane Ike Recovery Update** – Dr. Thomas announced that administration would be contracting with an adjuster to work on behalf of the district to make sure that the district would receive full compensation from both FEMA and insurance for damages incurred by Hurricane Ike.

Mr. Terry Williams asked administration to look at securing portabls for the French Elementary site.

4. **2007 Bond Update** –Mr. Bob Menefee of Parsons reported that the classroom additions were 99% finished and science classrooms would be finished by November. Mr. Menefee stated that activities were moving along at the Amelia site and the design phase for the elementary schools was on schedule.

Mr. Menefee updated Trustees on the activities at the multi-purpose property site with discussion of a thoroughfare mandated by the city and requiring county approval. Mr. Menefee introduced the project manager for the stadium project, Ms. Claudine Sterita. Ms. Sterita announced that the district should hear December 2, 2008 if the thoroughfare was approved and then exact configurations would be presented to the Board.

5. **Recognition of Bus Drivers** – Dr. Thomas recognized bus drivers Robert McManus and Bennie Huckabay for their 2008 accomplishments at the regional, state and international bus safety competitions.

6. **Recognition of Principals for the 2008-2009 School Year-** The principals for the 2008-2009 school year recognized were:

<p>Ms. Patricia Lamberth Mr. James Broussard Mr. Bill Daniels Dr. Aaron Covington Mr. Michael Shelton Ms. Shannon Pier Ms. Tillie Hickman Ms. Carol Batiste (absent) Mr. Odis Norris Mr. Randall Maxwell Mr. Thom Amons Ms. Suzanne Glenn Mr. Michael Ryals Ms. Holley Hancock Ms. Lisa Bolton Ms. Barbara Hardeman Mr. Jim Melanson Ms. Susan Thrash-Brown Dr. Paul Shipman Ms. Iris Williams Ms. Cynthia Washington Mr. Philip Brooks Mr. Miachel Gonzales Ms. Jackie Lavergne Mr. Hoyt Simmons Ms. Ava Colbert Ms. Martha Fowler Dr. Ted Stuberfield Mr. Wayne Wells Ms. Linda Thomas Ms. Rachel Jones Ms. Rose Hardy Ms. Gloria Harrison</p>	<p>Central High School Ozen High School West Brook High School Austin Middle School King Middle School Marshall Middle School Odom Academy Smith Middle Schools South Park Middle School Vincent Middle School Taylor Career Center Paul Brown Center Pathways Learning Center Amelia Elementary Schools Bingman Elementnary School Blanchette Elementary School Caldwood Elementary School Curtis Elementary School Dishman Elementary School Dunbar Elementary School Fehl Elementary School Field Elementary School Fletcher Elementary School French Elementary School Guess Elementary School Homer Drive Elem. School Lucas Elementary School Martin Elementary School Ogden Elementary School Pietzsch Elementary School Price Elementary School Regina-Howell Elem. School Southerland PreK</p>
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COMMUNICATIONS

Carla Bassett, 4355 Coolidge, as a teacher, addressed the board thanking Trustees and Dr. Thomas for the new classroom addition at Central High School, telephones in classrooms, the quick return to school after Hurricane Ike and the opportunities provided by the educational summit held October 11, 2008.

SIGN-UP

Natalie Andrepoint, 535 Devon Dr. spoke to Trustees thanking them for the funds and opportunity to participate at the local, regional, state and national competitions for the Family, Career and Community leaders of America (FCCLA). Ms. Andrepoint proudly announced that the West Brook High FCCLA chapter had achieved a National Gold FCCLA medal in the summer in the Chapter Showcase Manual-Senior Division.

ACTION ITEMS

APPROVAL OF EXHIBITS “A.1”, “A.2” and A.3”

Ms. Janice Brassard moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2" and "A.3".

Tax Collection Report Exhibit "A.1" – Administration recommended acceptance of the Tax Collection Report in the amount of \$85,399.00 including certification of tax collection for the month of September 2008 tax collector monthly report of September 2008; and deposit distribution of September 2008.

(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, September 2008, debt service reports, September 2008, capital projects report, September 2008, internal service funds September 2008; scholarship fund report, September 2008; investment report, September 2008.

Amendments to 2008-2009 Budget (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199/9 General Fund	#004
205/9 Head Start	#005
211/9 ESEA Title I Improving Basic Programs	#006
397/9 AP/IB Campus Award Program	#007
404/9 AR/AM Instruction Programs	#008
481/9 Homework Help Program	#009
487/X ExxonMobil Reading Initiative Program	#010

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

APPROVAL OF EXHIBITS "B", "C", "D", "E.1" and "E.2"

Ms. Janice Brassard moved, seconded by Mr. Terry Williams, to approve Exhibits "B", "C", "D", "E.1" and "E.2".

Declared Emergency Status for Actions Taken as a Result of Hurricane Ike (Exhibit "B") – Administration recommended the declaration of an emergency status with the following vendors to provide services to control and mitigate damages:

American 21 st Century	\$125,080.00
Cotton USA	per fee schedule
Ellerbee Service)	
Gatlin Construction)	
Lombardo Tree Services)	
R & R Construction)	\$384,825.00
Hampshire Roofing	to be determined
Hogwild	\$ 9,750.00
Homeworks	\$ 4,971.00
ICU	per fee schedule
Infinity	\$ 40,000.00
Inland Environments	\$534,654.00 est.
Newton's	\$ 4,246.00
Office Design Concepts	\$ 19,800.00
Portables Building	to be determined
Texas Fire	\$ 53,545.00
Thomas A/C	\$ 7,211.00
Walker Electric	\$567,607.00

Approved Actuarial Study to Establish Reserve Requirements for Workers Compensation Self Insurance Fund (Exhibit "C") – Administration recommended

approval of study by Milliman USA, Consultants and Actuaries to end the year (August 31, 2008 – August 31, 2009) with retained earnings of approximate \$1.8 million.

Approved Third Party Service Provider Agreement, Plan Document, and Other Documentation Regarding Administration of District 403(b) Plans (Exhibit "D")

– Administration recommended approval of agreement with ISC Groups, Inc. for oversight responsibilities for 403(b) accounts mandated by new Internal Revenue Service regulations effective January 1, 2009.

Approved Third Year Option for Football Equipment Reconditioning (Exhibit "E.1")

– Administration recommended extending the third year option contract with Riddell/All American charged to athletic department 2008-2009 appropriated funds. (Copies of bids are on file in the Business Office.)

Approved Third Year Option for Motor Fuels for the 2008-2009 School Year (Exhibit "E.2")

– Administration recommended extending the third year option contract with Tri-Con, Inc. charged to the maintenance and transportation departments 2008-2009 appropriated funds.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

APPROVAL OF EXHIBITS "F", "G", "H", and "I"

Ms. Janice Brassard moved, seconded by Mr. Terry Williams, to approve Exhibits "F", "G", "H", and "I".

Approved Third Year Option for Medicaid Billing Services (Exhibit "F")

– Administration recommended extending the third year option contract with Lone Star Education Billing Services charged to Medicaid 2008-2009 appropriated funds. (Copies of bids are on file in the Business Office.)

Approved SunCoast Land Services, Inc. to Conduct a Seismographic Survey on Beaumont Independent School District Land (Exhibit "G")

– Administration recommended approval of request for permission by SunCoast Land Services to conduct a seismographic survey with payment of a total flat fee of \$4899.75 to the district.

Approved Proposed Revision of the 2008-2009 School Calendar (Exhibit "H")

– Administration recommended approval of revised calendar indicating full day for October 13, 2008, October 24, 2008 and March 16, 2009 with teacher/student conferences scheduled after school on October 24, 2008 and March 16, 2009.

Approved Proposed Recommendation for Professional Land Surveying Services RFQ No. 08-0007B (Exhibit "I")

– The Request for Quotes (RFQ) was distributed via email to six (6) firms. The Selection committee's evaluation determined all firms qualified and should be placed in a survey pool:

Faust Engineering and Surveying, Inc.
Fittz and Shipman, Inc.
Leap Engineering
Maverick Engineering, Inc.
Neches Engineer
Wortech Land Surveyor, Inc.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

APPROVAL OF EXHIBITS "J", "K", "L", "M" and "N"

Ms. Janice Brassard moved, seconded by Mr. Terry Williams, to approve Exhibits "J", "K", "L", "M" and "N".

Approved Proposed Recommendation for Reprographic Services for the Beaumont Independent School District Capital Improvement Program RFP No. 08-0006B (Exhibit "J") – Based on the selection committee's evaluation of two firms, administration recommended the both reprographic firms for the projects pooled as follows: White Blue Print Company and Triangle Blue Print Company.

Approved Purchase of Iowa Test of Basic Skills (ITBS) and Cognitive Abilities Test (CogAT) Material and Scoring Service from Riverside Publishing Company (Exhibit "K") – Administration recommended approval of purchase in the amount of \$40,000 funded by the Planning and Evaluation Department's general fund testing account.

Approved Purchase of Science and Math Materials from Peoples Education (Exhibit "L") – Administration recommended approval purchase in the amount of \$100,000 from Peoples Education funded by campus budgets.

Approved Renewal of Accelerated and STAR Software Programs from Renaissance Learning, Inc. (Exhibit "M") – Administration recommended approval of renewal at a cost of \$64,735.82 to be funded by participating campuses' budgets: Amelia, Austin, Blanchette, Caldwood, Central, Curtis, Dishman, Dunbar, Fehl, Fletcher, French, Guess, Homer, Lucas, Martin, Odom, Ogden, Pietzsch, Regina, Smith, Vincent and Information Services Department.

Approved Purchase of the Atrium® Centralized, Web-Based Library management Software System from Book Systems (Exhibit "N") – Administration recommended approval of purchase at a cost of \$91,905 funded by the Library Services Department.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

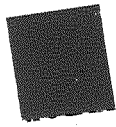
NAYS: None

APPROVAL OF EXHIBITS "O", "P", "Q" and "R"

Ms. Janice Brassard moved, seconded by Mr. Terry Williams, to approve Exhibits "O", "P", "Q" and "R".

Approved Agreement between the Beaumont Independent School District and the Experience Corps South East Texas Division for the 2008-2009 School Year (Exhibit "O") – Administration recommended approval of agreement at a cost of \$40,301.50 paid from the general fund for Dunbar, Fletcher, French, Lucas, Martin and Ogden Elementary Schools.

Approved Job Order Contract for Smith Middle School (Exhibit "P") – Administration recommended approval of job order contract with Healthy Resources Enterprise, Inc. (HRE) through renewal notice, job no. 06/035JC job order contracting Harrison County Department of Education (HCDE), school districts, institutions of higher learning, government agencies, and non-profit entities.



Approved the Request for maximum Class Size Waiver (Exhibit "Q") – Administration recommended approval of requesting of waiver in its uniqueness until the second semester in order to stabilize the environment for the students and families due to unstable populations due to Hurricane Ike:

Fletcher Elementary	Level 2, Level 3
French Elementary	Level K, Level 1
Guess Elementary	Level K
Ogden Elementary	Level 4
Price Elementary	Level K, Level 1, Level 4
Regina Howell Elementary	Level 3

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

PERSONNEL

President Reece announced in the public (open) meeting that the Board would **NOT** go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, and action taken by the Board would be in public (open) session.

1. Resignations

Angela Denise Martin, Vocational Career Investigations, Austin Middle, effective September 26, 2008;

Porchane' A. White, Title I Curriculum Coordinator, Bingman Elementary, effective October 13, 2008.

3. New Employee Contract Recommendations

Robert Betar, Vocational Agriculture, Vincent Middle, effective September 30, 2008 and ending June 6, 2009;

Andrea Donart, Health Science, Central High, effective October 8, 2008 and ending June 6, 2009;

Michelle Leger, choir, Austin Middle, effective October 2, 2008 and ending June 6, 2009;

Nancy Packard, Level 4, Lucas Elementary, effective October 13, 2008 and ending June 6, 2009;

Shammanika Renfro, Special Education, Dishman Elementary, effective October 9, 2008 and June 6, 2009;

George J. Shakour, Government, Central High, effective October 6, 2008 and ending June 6, 2009;

Kevin Stahl, Science, West Brook High, effective October 6, 2008 and ending June 6, 2009;

Michael Trahan, Police Officer, Administration Annex, effective October 6, 2008 and ending August 31, 2009.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Hicks, and Mr. Trahan

NAYS: None

ADJOURNMENT

President Reece asked if there was any other business to come before the board; there being none, the meeting was adjourned at 8:30 p.m. October 16, 2008.

Woodrow Reece, President
Beaumont ISD Board of Trustees

Terry D. Williams, Secretary
Beaumont ISD Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

EXHIBIT "P"
Page 1 of 36

TO : The Honorable Board of Trustees

FROM : Carrol A. Thomas, Ed.D.
Superintendent of Schools

DATE : October 13, 2008

SUBJECT : Consider and, if Appropriate, Take Action to Approve Job Order
Contract for Smith Middle School

Administration recommended approval of job order contract with
Healthy Resources Enterprise, Inc. (HRE).

AGENDA:
October 16, 2008

RECEIVED DEC 05 2007



HARRIS COUNTY

DEPARTMENT OF EDUCATION

6300 IRVINGTON BLVD. HOUSTON, TEXAS 77022-5618 (713-694-6300)

December 3, 2007

Healthy Resources Enterprise, Inc. (HRE)
Attn: Eric Boutte
530 N Sam Houston Parkway East, Suite 300
Houston, TX 77060

Subject: Renewal Notice, Job No. 06/035JC Job Order Contracting for Harris County Department of Education (HCDE), School Districts, Institutions of Higher Learning, Government Agencies, and Non-Profit Entities in Texas.

Dear Mr. Boutte;

The above contract expires on February 26, 2008 and we intend to renew the contract with your company for another year starting February 27, 2008. The contract will have to renew per the contract terms. We would appreciate your reply on or before January 4, 2008.

If you agree, please sign, date and fax back this form to 713/696-8211. If you have any questions, please contact me at 713/696-8208.

Regards,

A handwritten signature in black ink, appearing to read 'Dean Zajicek', written over a horizontal line.

Dean Zajicek, Director
Choice Facility Partners
A division of Harris County Department of Education

A handwritten signature in black ink, appearing to read 'Eric Boutte', written over a horizontal line.

Signature/Title

Company

Date



HARRIS COUNTY

DEPARTMENT OF EDUCATION

6300 IRVINGTON BLVD. HOUSTON, TEXAS 77022-5618 (713-694-6300)

March 6, 2007

Healthy Resources Enterprise, Inc.
Attn: Eric Boutte
9009 North Loop East, Ste. 158
Houston, TX 77029

**Subject: Job No. 06/035JC, Job Order Contracting Services for Harris County
Department of Education (HCDE), School Districts, Institutions of Higher
Learning, Government Agencies and Non-Profit Entities in Texas.**

Dear Mr. Boutte:

On February 27, 2007 the Harris County of Education Board of Trustees approved a contract for your services to cover the following time period February 27, 2007 through February 26, 2008 (see attached board item).

We are looking forward to working with you and if you have any questions concerning this renewal please contact me at 713/696-0744.

Regards,

A handwritten signature in black ink that reads 'Jack Cutting'. The signature is written in a cursive style with a long, sweeping tail on the 'g'.

Jack Cutting, C.P.M.
Senior Buyer

JC/attachment



**HARRIS COUNTY
DEPARTMENT OF EDUCATION**

8300 IRVINGTON BLVD. HOUSTON, TEXAS 77022-5618 (713-694-8300)

**Board Agenda Item Summary
Agenda Item # H.6 I**

Subject: Contracts with Jamail Smith, Dura Pier Facilities Services, Alpha Building Corporation, Healthy Resources Enterprises, Powers General Contractors and Nouveau Construction to provide job order contracting services to member clients through Texas Choice Division.

Recommended Action: Approve Accept Amend Ratify Disapprove

HCDE Goal(s) Relation:

<input checked="" type="checkbox"/> Programs to improve achievement for learners	<input type="checkbox"/> Professional development programs to attract/ maintain qualified staff necessary to provide educational opportunities
<input checked="" type="checkbox"/> Adequate resources to efficiently/ effectively accomplish mission	<input checked="" type="checkbox"/> Cohesive planning/evaluation process resulting in successful delivery of services
<input type="checkbox"/> Effective technology infrastructure/ systems to ensure communication & service delivery	<input type="checkbox"/> High positive visibility in community that supports public education

Rationale: Contractors will provide job order contracting services through Harris County Department of Education (HCDE) Texas Choice Division to client members and other government agencies. Contractors shall pay HCDE 4% participation fee on gross sales made under these contracts.

Contracts shall cover the time period of 2/27/07 through 2/26/08 with renewal options.

Contracts are in accordance with Public Education Code 44.031, Purchasing Contracts.

Budget Provisions or Actions Required: Included in FY Budget None
 Included in current/next budget amendment Other

Resource Personnel: Les Hooper, Don Elder, Dean Zajcek, Alfonso Saldivar, Jack Cutting

Attachment: Yes No # PAGES 2

Meeting Date: February 27, 2007

**Harris County Department
of Education (HCDE)
RFP Cover Sheet**

Job No.:	<u>06/035JC</u>
Due Date:	<u>1/30/07</u>
DUE NO LATER THAN 1:00 P.M.	
LATE BIDS WILL NOT BE ACCEPTED	

**Request for Proposal (RFP): Job Order Contracting for Harris County
Department of Education, School Districts, Institutions of Higher Learning,
Government Agencies and Non-Profit Entities in Texas**

PLEASE NOTE

Carefully read entire proposal document and specifications. Complete all forms and submit your bid with all appropriate supplements. Please submit your hard copy proposal in a sealed envelope with job no., description, and marked "Sealed Proposal".

RETURN PROPOSAL TO:
Attn: Jack Cutting – Purchasing
Harris County Department of Education
6300 Irvington Blvd., Room 226
Houston, TX 77022-5618

For additional information contact Jack Cutting at (713) 696-0744

You must sign below in **INK**, failure to sign **WILL** disqualify the offer. All prices and responses must be typewritten or written in ink

Total Amount of Proposal: \$ N/A

Company Name: Healthy Resources Enterprise (HRE), Inc.

Company Address: 9009 North Loop East, Ste. 158

City, State, & Zip: Houston, TX 77029

Taxpayer I.D. #: 76-0845016

Telephone #: 713-673-8440 Fax #: 713-673-8412 e-mail: eboutte@hre-inc.com

Print Name: Eric Boutte

Signature: *Eric Boutte*

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this Job. Contract is not valid until HCDE Board has approved the award.

ACCEPTED BY: *Ernie Nichols* DATE: 2-27-07
HCDE Board Approval

**HC
DE**

HARRIS COUNTY

DEPARTMENT OF EDUCATION

6300 IRVINGTON BLVD. HOUSTON, TEXAS 77022-5618 (713-694-6300)

Date January 17, 2007

Subject: Addendum #1, Job No. 06/035JC, Job Order Contracting Service

Please replace page 39 of 43 of the RFP document with the attached page.

This addendum changes item 36 of the original document.


Please acknowledge this change and submit Addendum #1 as part of your hard copy proposal to HCDE.

Regards,

Jack Cutting, C.P.M.
Sr. Buyer

Healthy Resources Enterprise (HRE), Inc.

Company Name


Signature

Eric Boutte

January 28, 2007

Date

Please replace page 1 of 43 of the RFP document with the attached page.

This addendum changes the Due Date to 1/30/07 at 1:00 P.M.

Please replace page 3 of 43 of the RFP document with the attached page.

This addendum changes Format to include one (1) original and five (5) complete copies of the proposal.


Please replace page 9 of 43 of the RFP document with the attached page.

This addendum changes the pre-proposal meeting date for El Paso in the original document.

Reminder: The free JOC training class will be held January 26, 2006 at Round Rock, Texas. Contractors may send more than one representative.

Please acknowledge this change and submit Addendum # 2 as part of your hard copy proposal to HCDE.

Regards,


Jack Cutting, C.P.M.
Sr. Buyer

Healthy Resources Enterprise (HRE), Inc.
Company Name


Signature

Eric Boutte
Your Name (Print)

January 28, 2007
Date

TERMS AND CONDITIONS

ASSIGNMENT - Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the vendor.

CANCELLATION – HCDE reserves the right to cancel this solicitation. (See paragraph "Financial Responsibility").

CHANGES - Any changes to the requirements specified herein will be communicated to all proposers by the issuance of an addendum. All proposers shall comply with the requirements specified in any addendum issued by HCDE.

CUSTOMER REFERENCE LIST – The proposer may be required to submit a customer reference list.

CONTRACT TERM – The initial term of the contract will be for a period of one (1) year with HCDE having the option to renew the contract four (4) additional years in one (1) year increments. Consequently, the total term of the contract may be for a period of five (5) years. Because all services will be provided on an "as needed" basis, HCDE makes no representation either orally or in writing to the amount of temporary services HCDE or client members will use during the term of the contract(s).

DISQUALIFICATION - A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

EXCEPTIONS – Proposers are responsible for identifying any exceptions to the requirements specified herein. Any exceptions must be noted on the proposer's letterhead and returned with the proposal. Proposals, which are qualified with conditional clauses, items not called for, or irregularities, may be considered non-responsive by HCDE.

FINANCIAL RESPONSIBILITY – HCDE assumes no financial responsibility for any costs incurred in developing and submitting a proposal.

FORMAT –Proposals shall include one (1) original complete proposal. Proposers are responsible for ensuring their proposal is received at the time and place specified on the cover page. HCDE is not responsible for proposals that arrive late, or proposals that do not have all the required information.

INDEMNIFICATION - The vendor shall indemnify and hold harmless HCDE from all liabilities, costs, expenses, attorney fees, fines, penalties or damages for any or claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item the vendor is required to deliver. The vendor's obligation to this clause shall survive acceptance and payment by HCDE or client members.

INSURANCE – The successful proposer shall be required to provide HCDE with copies of certificates of insurance, named as additional insured, Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance should be sent to: HCDE, % Jack Cutting, 6300 Irvington Blvd., Houston, TX 77022. A copy must also be included with the RFP.

INTERPRETATION – This solicitation represents the basis for any award, and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). The information submitted should be self-explanatory and not require any clarification or additional information.

INVOICES – HCDE and cooperative members will be invoiced directly; payment terms are net thirty (30) days.

PENALTIES- If a successful proposer is unable to provide the awarded items at the quoted prices, after the proposal has been opened, HCDE may take the following action(s):

- Insist the successful proposer honor the quoted price(s) specified in their respective proposal;
- Have the successful proposer pay the difference between their price, and the price of the next acceptable proposal (as determined by HCDE);
- Recommend to HCDE's Board of Trustees the successful proposer no longer be given the opportunity to submit a proposal to HCDE.

PERFORMANCE - The successful proposers will use best efforts to provide the services mutually agreed upon. ~~A Cure Notification will be utilized by Texas Choice~~ when deficiencies are noted. Failure to comply can lead to contract termination.

POSTPONEMENT - The time and place established for the receipt of the proposals will not be changed unless otherwise specified (in writing) by HCDE's Director of Purchasing.

PRICES- All prices and or coefficients quoted shall be firm for the contract order period. RFP's with order units other than what is specified herein may not be considered. HCDE reserve the right not to make changes or recalculate any prices to agree with the specified ordering units. All prices quoted shall include a four (4%) percent participation fee to be remitted to HCDE. HCDE will invoice contractor for this participation fee on a monthly basis of gross payments made by the Buyer.

QUESTIONS – Questions regarding the requirements specified in this solicitation must be faxed to (713) 696-0732 attn: Jack Cutting no less than three (3) working days before the proposals are due. Questions must be sent on the proposer's letterhead, dated and signed by an authorized representative of the proposer's company. HCDE will not

answer verbal questions. Any responses to the proposer's questions will be reduced in writing by HCDE and provided to all proposers.

QUALITY - Any order issued as a result of this solicitation will conform to the specification and descriptions identified herein. Unless otherwise specified, the vendor will not deliver substitutes without prior authorization.

RESPONSIBLE PROPOSER - A responsible proposer is a proposer who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements (taking into consideration existing business commitments), and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

RESPONSIVE PROPOSAL - Refers to a proposal that complies with all material and administrative aspects of this solicitation.

RETURN OF PROPOSALS - Proposals once submitted will not be returned.

TAXES - HCDE is tax - exempt. Proposals prices should not include taxes.

TIE PROPOSALS - Should a tie occur (i.e., unit price is the same) between a non-resident proposer and a Texas resident proposer, Purchasing will make an award in accordance with Texas Government Code 2252.001 and 2252.004

TITLE AND RISK OF LOSS - The title to any item shall pass upon acceptance or payment, whichever is later.

DEFINITIONS AS DEFINED IN THIS PROPOSAL

The following is a list of definitions that are used throughout the request for proposal and in the pricing process. All of the definitions will as a whole be included in the contract for this program. This list includes established definitions from the Center for Job Contracting Excellence at Arizona State University.

ASSIGNMENT, Any award made as a result of this solicitation, may not be transferred, assigned, subcontracted, mortgaged, or pledged, or otherwise disposed of or encumbered in any way by the contractor.

ADDENDUMS, Additions to the contract or delivery order as agreed to by Texas Choice, the client member, and the contractor to meet specific or special contract requirements.

BEST VALUE is determined with multiple parameters of past performance, previous experience, references, and price. Each comprises part of "best value" price is only one parameter as is past performance.

BUYER is the independent school district (ISD), institute of higher learning, government entity, or non-profit agency that uses this contract. (See Client Member)

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER, ~~any ISD, ESC, University, Municipality, County, Federal or State Agency or non taxed entity~~ empowered to enter into a agreement with Texas Choice (HCDE) via their governing boards or trustees. For ISD's and ESC's an inter-local agreement must be signed.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the unit price book R.S. Means. It will include all of the direct costs in doing the work to complete any task order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, printers, programs, insurance maintenance, four percent JOC Choice management fee, final site clean up and all contingencies and program project management and administration.

CONTRACT AND CONTRACT DOCUMENTS include the following items; the JOC Choice solicitation, RFP, Qualification statements, Contractors proposal (all portions) including PGM and other key staff members, corporate commitments, marketing and business plans, negotiated oral commitments as noted and approved and coefficients.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client Member for the PO.

DELIVERY ORDER MANAGER reports to the PGM and is the day to day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with the client members.

EDUCATION SERVICE CENTER (ESC) is part of a Texas governmental agency (Texas Education Agency) providing services within their defined regions to school districts and other governmental entities.

HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE) is a Texas governmental entity that operates under the State of Texas Education code. Texas Choice and contracting as JOC Choice operate under its charter and authority for HCDE.

JOB ORDER, a line item estimate taken from a job order proposal using the coefficient and R.S. Means which once agreed to by the client member becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC), a variable term indefinite delivery, indefinite quantity (IDIQ) contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include under State of Texas minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services.. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (R.S. Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services. (Texas Education Code TEC Sub B 44.041).

JOB ORDER PROPOSAL is the response from the contractor to the client member ~~from the clients request for a specific project. It will contain the line item estimate for the~~ project as defined in the UPB and establish the scope of services to be performed.

KEY STAFF MEMBERS are considered to be critical to the quality, implementation and successful support and execution of the program. The past performance and experience of the key staff that has been committed to the program will be evaluated. These are considered by Texas Choice to include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, QA/QC Manager, and Marketing Manager.

MULTI-AWARD NON-COMPETE, while JOC Choice is a multi-award contracting program no client member may compete delivery orders with other JOC Choice contractors.

NON PRE-PRICED ITEMS are those items that can not be found or reasonably compared to listed line items in the UPB.

OPEN RECORDS ACT AND PROPRIETATRY MATERIALS, under the Open Records Act certain materials may be requested by the public. Contractors should not

submit proprietary materials as part of their proposal. HCDE is subject to the Open Records Act, as are all public entities.

PROJECT GENERAL MANAGER (PGM) is the senior member of the contractor's team and will be the ultimate interface between Texas Choice and the client members.

PURCHASE ORDER (PO) is the client member's approval providing the authority to proceed with the negotiated delivery order under the contract and inter-local agreement. Special terms and conditions as agreed to between the contractor and the client member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the client member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6PM Monday thru Friday.

JOB ORDER PROPOSAL REQUEST is originated from the client member and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

SCOPE OF WORK is the specific work that has been agreed to be undertaken and accomplished under the JOC Choice contract via the delivery order process.

STATEMENT OF WORK (SOW) under the JOC Choice contract is a general statement of the overall work to be performed.

TEXAS CHOICE is the named organization doing cooperative contracting under the authority of HCDE.

TEXAS JOC CHOICE OR JOC CHOICE is one program under Texas Choice and HCDE that will deal with job order contracting.

UNIT PRICE BOOK (UPB) will be the current addition of R.S.Means Facilities Construction Cost Data or if published R.S.Means Job Order Contracting Cost Data. The published quarterly updates will be allowed.

SPECIFICATIONS

Request for Proposal (RFP): Job Order Contracting for Harris County Department of Education, School Districts, Institutions of Higher Learning, Government Agencies and Non-Profit Entities in Texas.

BACKGROUND

The intention of this Request for Proposal (RFP) is to solicit proposals for Job Order Contracting with Harris County Department of Education and any federal or state agency authorized to enter into a MOU for said services under the State of Texas Government Code Chapter 791. Interlocal Cooperation Contracts.

A pre-proposal conference is scheduled for the following times and dates:

Item	Date	Location	Time
1	1/23/07	6300 Irvington Blvd., Houston, TX 77022-5818	9:00 AM
2	1/22/07	1314 Hines Avenue San Antonio, TX 78208-1899	9:00 AM
3	1/12/07	2101 W. Loop 340 Waco, TX 76712	9:00 AM
4	1/19/07	6611 Boeing Drive El Paso, TX 79925	12:00 (Noon)

Please contact Chassity George at 713-696-0760 to make reservations at least two days prior to meeting.

All interested parties are strongly encouraged to attend in order to have a better understanding of the requirements of this RFP. Persons with disabilities requiring special accommodations should contact Jack Cutting (713) 696-0744 at least two (2) days prior to the conference.

For information regarding the proposal process, contact Jack Cutting of the Purchasing Division at (713) 696-0744 and for technical questions contact Dean Zajicek in writing at HCDE, 6300 Irvington Blvd., Houston, TX 77022-5618.

I. SCOPE OF SERVICES

Texas Choice intends to allow its client members thru inter-local or inter-governmental agreements to access these job order contracts. These contracts will be fixed unit priced indefinite deliver, indefinite quantity (IDIQ) contracts for construction and facilities services on an as-needed basis as required by the Texas Choice client members. These construction services include minor construction, repair, rehabilitation, or alterations of a facility and may include architectural and engineering services. In addition, the contract will support the HCDE Center for Safe and Secure Schools.

Work would be accomplished via a request from the contractor for a job order proposal based upon the general scope provided by the client member. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and take precedence over those in the base contract.

There are two Scopes of Services that may be proposed that differ only in regard to the geographic areas being proposed. Regional contracts (RC) corresponding to the Education Service Center Regions (Attachment m.) of the state may be proposed on for up to two regions (separate proposals and teams for each) as a prime contractor and may then work in any adjoining ESC at the request of Texas Choice or a client member in that region.

Texas State Wide (TW) contracts will require a project office in at least one region and the contractor may market and work state wide at the request of Texas Choice or any client member. If more than one contractor is working within a region (a TW contractor, the prime RC for that region or from an adjoining region) the client member may choose which contractor they wish to work with.

Once the selected contractor is approved by the client member, the choice being made by the client member's other contractors will no longer market this client member without approval of the Texas Choice marketing manager. If the client member wishes to replace or use more than one Texas Choice contractor, the member will contact Texas Choice for approval.

Approval will be made based on the client member's volume of work or lack of responsiveness to the client member's needs. The client members will not compete job orders; this will be agreed to with the inter-local agreement that is to be signed by the client member.

CONTRACT AND DOCUMENTS

The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the JOC Choice contract, Texas Choice, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB), as described in "definitions" will be the current edition of R.S. Means Facilities Construction Cost Data or if published R.S. Means Job Order contracting cost data.. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractors proposals, task orders, purchase orders and any attachments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member having an approved and signed inter-local agreement may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via; phone, the web, e-mail, fax, or personal communication.

Upon notification of a pending request, the contractor shall make contact with the client respond as soon as possible, but must make contact with the client member within two work days. Contractor shall visit the member's site and conduct a walk through with the member's representative to define the scope.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions to include any possible division one line items and design work that may be required and in need of approval. Information on those Division One items that may be included can be found in information for offerors item 27.

Minimal design work should be covered in the contractors overhead, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fee. The member may select an architectural consultant or use its own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Design costs and any adjustment factors from division one will be added to establish the final price as agreed to for the project.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to the Texas Choice business manager to complete the contracting and inter-local requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and the client member.

If the client member does not proceed with the purchase order or the proposed job order proposal is not executed within a reasonable length of time or incorporated into another PO, the contractor shall be allowed to recover proposal, design and estimating costs of up to 5% of the proposal amount.

In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the client member within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the JOC Choice contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase and delivery, design, weather, and site clean up and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

~~This will consist of the following points. The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the clients operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge.~~

All permits will be acquired by the contractor and invoiced at cost as part of the purchase order. If there is a dispute between the contractor and client, Texas Choice or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

Texas Choice or its representative reserves the right to inspect any project and audit the contractors JOC Choice project files, documentation and correspondence.

The contractor will provide to his project offices with minimal down time (24 hours service calls) and a computer system with applicable software including Microsoft office, JOC project estimating software such as RS Means Cost Works, Pulsar, WinEst. This software shall be compatible with currently utilized edition of RS Means. These programs may not be altered in any form or manner by the contractor. Updates of quarterly RS Means software or revised yearly editions will be allowed. Each job order

proposal submitted to the client member will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The print-out will contain all of the unit price book items, quantities, pricing and total cost.

The contractor will be required to furnish and maintain a field office in an awarded region. The contractor will open an office in any adjacent Region allowed under his contract as required when the over all dollar volume reaches \$4 million dollars in annual sales.

All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibility. Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.

SAFETY/ENVIRONMENTAL PLAN

The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. It will need to address OSHA compliance, environmental compliance, drug testing, trend analysis, noncompliance corrective action safety officer will interact with the client member's staff and management of safety issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

SUBCONTRACTING PLAN

The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender

notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan).

A distinct portion of this plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses. How will your company attract these firms? Explain how your company will institute a prompt payment plan upon completion and acceptance of their work. Will progress payments be made to subcontractors on longer term job orders?

MARKETING PLAN

The contractor shall submit a revised marketing plan within 14 days for the awarded region and explain in more detail how their marketing program will integrate with Texas Choice and the local ESC's. It should further explain how the services will be marketed to ISD's, county and municipal governments and other agencies. It should address how marketing will work with customer feed back, networking within the region, and endeavor to educate potential client members. How will marketing interface with the contractor's management team and the client members?

PROJECT GENERAL MANAGER AND KEY STAFF

The contractor's PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC, mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC (Texas Choice course qualifies). He should understand the contractual nature of JOC versus hard bid contracts and change notices. Texas Choice shall be notified in advance of any substitution or removal or replacement of key personnel, and reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. Texas Choice reserves the right to request the removal of contractor's staff members, if in its sole judgment, it is deemed to be in the best interest of Texas Choice and its members.

II. PROPOSAL INSTRUCTIONS

- 1) Proposals will consist of one volume that will comprise five sections corresponding to the evaluation criteria and include the following:
 - a. PROJECT GENERAL MANAGER (PGM) & KEY STAFF
 - b. MARKETING PLAN
 - c. CORPORATE RESOURCES AND COMMITMENTS
 - d. REFERENCES
 - e. PRICE SCHEDULE

Note: Submit one original and five copies of your proposal.

- 2) Two proposals must be submitted by the contractor if the contractor wishes to propose as the prime contractor for two ESC Regions. If a contractor is proposing for one of the Texas state wide contracts, he may additionally propose on two of the

ESCs. If the contractor is awarded the TW contract he will not be awarded additional ESCs other than one of the preferences listed in the contractors TW proposal.

- 3) Section I will provide information on the proposed Project General Manager (PGM) and the other key staff members in the contractor's team. Provide a simple project organization chart along with a flow diagram and explanation for a typical job order. Show how the project and program will be managed and how the interface will occur between Texas Choice, the contractor's staff, subcontractors and the client member. The key personnel proposed should include resumes for the following;

Project General Manager (PGM)
Marketing Manager
Business Manager
Safety/Environmental Manager
QA/QC Manager
Job Order Managers
Job Order Estimators

This section will include the resumes for each key staff member. In addition it will provide the opportunity for the PGM to provide a one page memorandum of understanding about the program and his view of the benefits of the JOC Choice program and the opportunities it presents for his company and clients.

The PGM MUST have had hands on JOC experience or attended or is in the process of attending a course in JOC or JOC estimating using a automated software program. Using the evaluations section, describe how the program would be run walking through a typical JOB ORDER showing the interfaces with all of the participants in the program. A short training session will be offered by Texas Choice.

- 4) Section II will deal with the contractors proposed marketing plan. The proposed marketing manager for the program should prepare this portion, detailing how marketing will be accomplished, the resources in man power that are to be allocated, and marketing's role in the program.

How will leads from marketing be handled within the contractors program for responsiveness to clients, back checking on the client's satisfaction with timeliness, quality, conflict resolution, and teaming? Where does the marketing manager fit in the overall program as a key team member? The marketing manager shall write in one page his/her view of the marketing role in the JOC Choice program and their interface with the contractor's PGM, project team, JOC Choice, and the client member?

- 5) Section III will deal with corporate resources and commitments. This section will deal with the corporate resources, commitments to and their ability to implement the program. Has a corporate officer been assigned to this contract?

Describe the relationship of corporate to the PGM and field operations. Explain the level of action empowered to the PGM in day to day operations and trouble shooting in the field.

Is the PGM empowered by corporate to make immediate decisions in support of the program?

Are the key personnel assigned to this program committed to it long term?

Is there a clear understanding of the difference in JOC and hard bid estimating and project management?

Does the company have a prompt payment plan for the subcontractors?

Has the company worked with small and disadvantaged businesses within the local community and is there a willingness to aid a client member in achieving their minority contracting "GOAL"?

Will the company accommodate standardized business procedures and reporting requirements?

Does the company have orderly business procedures and a business manager assigned to this program?

Have the forms as required from attachments been completed and returned?

~~Present business operations plan including payables, subcontractor information, JOC Choice, purchase order tracking general ledger and personnel files, drug testing, felony etc. are they updated and auditable?~~

- 6) Section IV references will fall into two categories - one for the corporation and one from the PGM. Where possible references should be from JOC or other IDIQ contracts. If the contractor has no JOC or similar construction experience list public sector projects of a similar nature that has been completed in the last five years. (The title, full name address and phone number of the reference must be supplied)

The second group of references will be solely for the PGM and his experience in JOC or IDIQ projects. If he has no similar experience he should list projects that he has managed and where possible public sector clients on projects working in a team concept.

Texas Choice reserves the right to check any and all references other than those which have been submitted. The company should provide a matrix showing contracts and projects that they have completed in the last five years of a similar nature to this solicitation. List any projects whether with your firm or those that would be applicable from the PGM's personnel experience.

When listing examples they should correspond in size/type of projects that will be encountered from this solicitation.

- 7) The price schedule form is found in the RFP. The contractor will give a general rationale and a break down of how he calculated his base coefficient. It should include all costs including travel, G&A; OH& profit, project office; expenses, labor & burden, vehicles, fuel, environmental and safety equipment and protective clothing and the 4% Texas Choice contract management fee.

This will include all costs including mobilization and contract close out and calculated corporate profit. Provide a brief description on how your company will manage the financial start up costs and cash flow requirements that are unique to job order contracting.

The procurement of construction permits are the responsibility of the contractor. The actual cost of these permits will be reimbursed without markup by the client member as part of the delivery order and purchase order.

Provide a letter from a surety company registered to do business in the State of Texas attesting to their willingness to bond your company up to \$2 million (two million dollars) per year in aggregate for regional contracts or \$ 5 million (five million dollars) per year for Texas state wide contracts. State how your company will meet additional bond requirements if the volume of work dictates the need.

Certificates of insurance from companies licensed to do business in the State of Texas with an A rating and naming Texas Choice, HCDE as co-insured will need to be supplied prior to commencement of operations under the contract. The proposer will disclose any conflicting contracts of a similar nature that he would have if awarded a contract under JOC Choice and how he will ameliorate the conflict.

Provide all of the required information requested in the attachment section, felony conviction notice and child/sex offender notice. Has your company been debarred?

Since HCDE is subject to the open records act, please do not submit anything of a confidential nature.

III. EVALUATION CRITERIA

The selection committee will evaluate the contractors for "BEST VALUE" based upon the following criteria.

Evaluation Criteria	Points
Project General Manager (PGM) & Key Personnel	30
Marketing Plan	15
Corporate Resources and Commitments	15
References	10
Price Schedule	30
Total points	100

PGM & KEY PERSONNEL (max. points 30)

The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with Texas Choice and his company's team (including subcontractors) and the JOC Choice client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the JOC Choice program to include marketing, communication, business practices, subcontractors, and teaming.

The PGM should show experience in scheduling and critical path analysis. He should ~~show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member.~~ The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.

In all cases, the PGM should show a willingness to explain each line item estimate to the client member in a team concept. The PGM should be considering cost saving measures as well as the client's budget constraints in making recommendations.

POINTS/FUNCTION (If more than one PGM is listed with submittals for two ESC regions as primary both should be provided in separate proposals).

- 5 Resume and review the one page PGM overview of JOC Choice and the opportunities that the program presents.
- 5 Three reference clients (preferably schools and other public agencies) and/or subcontractors for each.
- 5 JOC experience OJT or a JOC course.

- 5 Experience with Texas ISD's and other public agencies (are they the same as the references?)
- 10 Resumes for the other team members; (How long have they been with this firm?)
Marketing manager, what experience in marketing and with the JOC Choice client members? ISD's, cities, counties, & etc? What success has he had in the past what and how was he successful?
Business manager, do they have the experience and multi-tasking skills required for JOC.
QA/QC manager how will he implement the program and over a broad geographic area?
Safety/Environmental officer, has he had the requisite OSHA training?
Estimators/delivery/task order manager/s, have they had JOC experience? Have they had a course in JOC estimating? What is their general construction experienced?
If the Contractor has submitted on two separate regional contracts as prime, are the key personnel the same for each region?

MARKETING PLAN (max. points 15)

The marketing program is important as without a marketing plan there will be no work. The contractor must have shown the ability to develop, implement, maintain and commit to the proposed marketing plan and improve on it over time. It should include the following key points.

POINTS/FUNCTION (from proposed marketing plan and business plans)

- 5 JOC Choice contractor marketing manager, experience in marketing to ISD's and public agencies on a regional and/or Texas statewide basis. Is the marketing manager a full time position? Is he committed to marketing this program?
- 5 Marketing plan, how will the contractor partner with JOC Choice and the ESC to pursue business with ISD's and other public entities. Will the program be run out of the JOC Choice project office or remote from corporate? Is there a stated corporate commitment?
- 5 Resources committed to the program, handouts, brochures and conferences to attend. What is the proposed budget?

CORPORATE RESOURCES AND COMMITMENTS (max. points 15)

Corporate resources and commitments are important as an indicator of the sincerity and ultimate success of the proposing company to the JOC Choice program.

Points/Function

- 5 Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program?
Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process.
- 2 Does corporate understand the need for prompt payment of subcontractors? Do they understand the difference in management between JOC and hard bid estimating and the need to negotiate job orders with the client members?
- 5 Does the company have orderly business procedures and a business manager assigned to this program that will conform to JOC Choice?
Have they made a commitment to work with small and disadvantaged businesses within the local community?
Does the company have a working QA/QC program in place?
- 3 Has the company committed the people long term to this program for continuity? Do they understand the right of Texas Choice to approve any proposed changes in key personnel?

REFERENCES (max. points 10, based on phone calls or from any supplied or known reference.)

Points/Function

- 6 Corporate references (1pt each)
 - a. Was the job estimated promptly and completed on time?
 - b. Were there any change notices that were significant?
 - c. Did the work meet industry standards for quality?
 - d. Was the contractor easy to work with? Did you have to go to a corporate officer to alleviate a situation?
 - e. What was the worst problem the contractor had to overcome and was it satisfactorily taken care of?
 - f. Would you work with this contractor again?
- 4 PGM references (1 pt each)
 - a) Was the PGM easy to work with?
 - b) Were you kept informed of project status on a regular basis?
 - c) Was corporate ever brought in to make decisions that the PGM was not allowed to make? If so what and why?
 - d) Would you work with this PGM again?

PRICE SCHEDULE (max. points 30)

The selection criteria for the coefficients are as follows:

The priced coefficient will comprise no more than 30 points of the total points in the selection criteria. The prices by ESC Region will be totaled whether first, second or third choice from all of the contractors.

The coefficients will then be divided by the number of submittals to find the average coefficient for each of the ESC regions. The average will represent 15 of the 30 possible points. For each 1/100 point off of the average the contractor will receive (if lower) one point. For each 1/100 point off of the average number (if high) one point will be deducted from the average. This will be done for both the regular and premium priced coefficients. Additional points may be awarded if it is the contractors first choice (3 points) second choice (2 points) third choice (1 point). No more than 30 total points may be accrued for the price schedule.

The pricing was conducted in a manner that allows the contractors to either price one or two separate ESC regions (with the proper bonding for each and addressing other contracting requirements two regions may be awarded to one contractor) as well as a price for one of the Texas statewide contracts being awarded that must still identify one primary ESC region as the companies project office and base. Below are listed some examples and how to tabulate and award points for the pricing taking into account regular and premium time requirements.

Additional points may be granted for regional preference and the overall point totals will be entered into the totals from each of the other criteria. We are looking for the best overall value for the members. Texas Choice reserves the right to reject any numbers outside the standard deviation.

Coefficient Tabulation Examples;

Contractor #1

	Region Preference		City and Adjusted Coefficients;	Regular/Premium work Hours		
1)	4	2	Houston .95	.79	.84	
2)	19	3	El Paso .87	.82	.86	
3)	3	1	Victoria .92	.82	.88	

Contractor #2

1)	Texas		will compute coefficient off of the nearest listed city in R.S. Means	.85	.89	
2)	10	1	Dallas .96	.82	.84	

3) 11 2 Ft. W .87 .84 .89

Contractor #3

1) 12 1 Waco .87 .79 .84
 2) 3 2 Victoria .92 .82 .88
 3) 4 3 Houston .95 .78 .83

Contractor #4

1) 12 1 Waco .87 .79 .84
 2) 13 2 Austin .86 .83 .87
 3) 3 3 Victoria .92 .84 .88

Contractor #5

1) Texas As Above .83 .85
 2) 20 1 San Antonio .89 .84 .89
 3) 1 2 McAllen .85 .82 .85

PRICING TABULATION
(Example #1)

TEXAS STATE WIDE

Contractor	Regular	Premium	time	Points
2	.85-1	.89-2		10-3=7
5	.83+1	.85+2		10+3=13
Average	.84	.87		10

If they both have the same region for their office the lowest price will get the region and the other proposer may be offered their #2 choice as their base.

(Example #2)

REGION 3 VICTORIA

Contractor	Preference	Regular	Premium	time	Points
1	1	.82+1	.88+0		10+1= 11+3=14
3	2	.82+1	.88+0		10+1= 11+2=13
4	3	.84-1	.88+0		10-1= 9+1=10
Average		.83	.88		10

Contractors 1 and 2 tie on their scores, but the tie is broken with the preference points being added. The overall point total for each contractor will be computed. Those

Profit Factor This factor is the profit included in the Total Coefficient	0.06	6.38	0.07	6.73
Total Coefficient	0.94	100%	1.04	100%

HRE also possess an alternate bonding source though International Bonding and Construction Services, Inc., should additional bond requirements and the volume of work dictate the need.

Price Delivery Information

Item	Preference	Region	City & Cost Index	Coefficient Regular Hours	Coefficient After Hours
1	Huntsville	6	.74	.94	1.04

Payment Terms: Payment due net 30 days after submission of HRE invoice.



Attachment a.

PROPOSAL SUBMISSION FORM

RFP NO. 06/035JC

Job Order Contracting for Harris County Department of Education, School Districts, Institutions of Higher Learning, Government Agencies and Non-Profit Entities in Texas.

Please Print

Whereas on the 29th day of January, 2007 (print name of company)

Healthy Resources Enterprise (HRE), Inc. has reviewed

RFP No. 06/035JC and has responded in accordance with the terms and conditions therein:

9009 North Loop East, Ste. 158

Street Address

Houston, TX 77029

City, State, Zip Code

713-673-8440

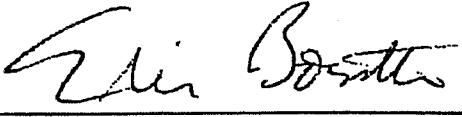
Telephone Number

713-673-8412

Fax Number

Eric Boutte, President/CEO

Name of Authorized Individual



Signature of Authorized Individual

Attachment b.

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony"

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement"

Note: This notice is not required of a Publicly-Held Corporation

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: Healthy Resources Enterprise (HRE), Inc.

Authorized Company Official's Name (Printed or Typed): Eric Boutte

A) My firm is a publicly-held corporation, therefore the above reporting requirement does not apply

Signature of Company Official: _____

B) My firm is not owned nor operated by anyone who has been convicted of a felony

Signature of Company Official: Eric Boutte

C) My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of individuals: N/A

Detail of Conviction(s): _____

Attachment c.

PROPOSAL CERTIFICATION SHEET

In order for a proposal to be evaluated and considered, the following information must be provided.

As defined by Texas House Bill 602, a "nonresident proposer" means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "resident proposer":

Signature: Jim Benth Date: January 28, 2007

If you qualify as a "nonresident proposer," you must furnish the following information:

What is your resident state? (The state your principal place of business is located)

Address (include City, State and Zip Code)

(A) Does your "residence state" require proposers whose principal place of business is in Texas to underbid proposers whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" means the state in which the principal place of business is located. Yes _____ No _____

(B) What is the amount or percentage? _____ %

I certify that the above information is correct:

Typed Name

Position

Company Name

Attachment g.

Questionnaire
(add additional sheets if necessary)

1. How long has your company been performing construction/JOC work in Texas for government entities?
HRE has preformed JOC work for almost 10 years, spanning school districts, governmental agencies, and the private sector.
2. Tell us the size of your organization i.e. administrative personnel, engineering staff, field personnel, project managers etc.
HRE has 4 adminstrative personnel, 11 engineering staff, 6 environmental and field staff, and 8 project managers.
3. What type of computer project management tools do you use to track project from start to finish?
HRE has extensive experience in Microsoft Project and has recently implemented Corecon to enhance and integrate all functions of project management from planning, implementation, and subcontractor management.
4. How do you manage quality control on a project?
HRE has a fully developed quality control managment system, which is attached and explained in greater detail.
5. What type of computer software, processes or methodology do you use to keep your client aware of project status?
We are able to maintain and keep pristine records of communication with clients through Corecon. Other methods may include email, phone, fax, and weekly face-to-face meetings.
6. Please provide a certified financial statement of your company's:
Balance Sheet and Income Statement for 2005 or your last fiscal year.
7. What makes your company unique and different from others in this industry?
HRE's staff takes each project to heart, enhancing relationships through understanding and catering to the customers and priorities, resulting in a favorable plan of action for the client.

Attachment k.

SAFE AND SECURE SCHOOLS POLICY

It is the policy of HCDE to promote a safe and secure school. All contractors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

NO DRUGS, ALCOHOL, OR TOBACCO- Does your company have a drug testing policy? If yes please attach.

NO WEAPONS on school grounds with the exception of normal tools used in construction.

CONVICTED CHILD AND SEX OFFENDERS may not work on school grounds.

You must pre-qualify your subcontractors as well. As an attachment please explain how you will make them aware of these requirements prior to starting projects?

SIGNATURE OF A CORPORATE OFFICER IS REQUIRED:

SIGNATURE



TITLE

CEO/President

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

Healthy Resources Enterprise (HRE), Inc.

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity Page 2

**5. Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Eric Bortt

January 28, 2007

Signature of person doing business with the governmental entity

Date

Section IV: References

Firm References

PGM's References

Dr. Willis Mackey
Superintendent
Port Arthur Independent School District,
733 5th Street/ P.O. Box 1388,
Port Arthur, Texas 77640/ 77641
(409) 981-7768

Dr. Willis Mackey
Superintendent
Port Arthur Independent School District,
733 5th Street/ P.O. Box 1388,
Port Arthur, Texas 77640/ 77641
(409) 981-7768

Lawrence Bell
Executive Director of Facilities Planning
University of Houston
2525 Holly Hall, Ste. 290
Houston, TX 77054
(713) 566-6594

Johnny Tates
Superintendent
Alief Independent School District
12302 High Star
Houston, TX 77072
(281) 498-8110

Terrance Ransfer
Executive General Manager
Houston Independent School District
4400 W. 18th Street
Houston, Texas 77092
(713) 676-9278

Terrance Ransfer
Executive General Manager
Houston Independent School District
4400 W. 18th Street
Houston, Texas 77092
(713) 676-9278



EXHIBIT 4

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – February 19, 2009

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, February 19, 2009 at 7:15 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Woodrow Reece, President
Janice Brassard, Vice President
Terry Williams, Secretary
Martha Hicks, Member (came in at 7:43 p.m.)
Dr. William Nantz, Member
Howard J. Trahan, Jr., Member
Bishop Ollis E. Whitaker, Member

Absent: None

School Officials

Present: Superintendent, Dr. Carrol A. Thomas; Assistant Superintendents, Mr. Terry Ingram, Dr. Shirley Bonton, Mr. David Harris; Executive Director of Special Education, Dr. Susan Alfred; Executive Director of Personnel, Ms. Sybil Comeaux; Chief Financial Officer, Ms. Jane Kingsley; Executive Director of Communications, Ms. Jolene Ortego; Special Assistant to the Superintendent, Jessie Haynes and Attorney, Melody Chappell

Absent: None

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The colors were presented by the Ozen High School NJROTC. The pledges to the United States of America flag and Texas flag were led by Hurbert Briggs, a 5th grade student at Martin Elementary School.

INVOCATION

Jennifer Neely, a senior at Ozen High School, gave the invocation.

APPROVAL OF THE MINUTES

Bishop Ollis Whitaker moved, seconded by Dr. William Nantz to approve the minutes of the special meetings December 8, 2008, January 24, 2009 and the regular meeting January 15, 2009.

President Reece called for additions or corrections to the minutes, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS: None

REPORTS

1. **Status of State Comp Ed Funds Report** – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Bond 2007 Update** – Dr. William Nantz, chairman of the building and grounds committee, reported on the meeting held Monday, February 16, 2009. Dr. Thomas updated Trustees on Smith Middle School, King Middle School, Ozen High School track, Ozen High School light poles, proposed recommendations for construction managers at risk for the last set of 3 prototypical elementary schools, and the classroom additions and laboratories at Austin, Marshall, Vincent and Homer Drive. Dr. Thomas also proposed for consideration the combining of Bingman Elementary School and Blanchette Elementary School as one school beginning the 2009-2010 school year and moving Fehl Elementary School to the Blanchette “portable” Campus beginning the 2009-2010 school year.

Also reported to Trustees was the fact that auditoriums were not a part of the construction design for the prototypical elementary schools; however, each school would have a gymnasium with a stage design with adequate chairs stored at each site. Dr. Thomas shared the transition of students’ procedures for Martin Elementary, Blanchette Elementary, and South Park Middle School.

REPORT OF THE PRESIDENT OF THE BOARD

Mr. Woodrow Reece, president of the board, asked Dr. Thomas to explain the information about the educational stimulus the district is expected to receive. Dr. Thomas explained the projected \$9 million would be scheduled to be appropriated to Title I and special education.

President Reece read the State Board of Education rule that mandates school boards across Texas report to the public the number of continuing education hours accumulated and any deficiencies that might exist by a single member.

Each member reported personally accrued hours:

Woodrow Reece	10.0 hrs
Janice Brassard	22.25 hrs.
Terry Williams	10.0 hrs.
Martha Hicks	10.0 hrs.
Dr. William Nantz	10.0 hrs.
Howard J. Trahan, Jr.	10.0 hrs.
Bishop O. E. Whitaker	10.0 hrs.

There were no deficiencies to report.

COMMUNICATIONS

1. **LaTye Hatcher, 2350 Kings Court**, spoke to Trustees about the West Brook High School basketball program and his opinion that the coach is not doing an acceptable job and students do not have the role model they need.

SIGN-UP

NONE

ACTION ITEMS

APPROVAL OF EXHIBITS "A.1", "A.2", A.3", "B", "C", and "D"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2", "A.3", "B", "C", and "D".

Tax Collection Report Exhibit "A.1" – Administration recommended acceptance of the Tax Collection Report in the amount of \$67,580,890.11 including certification of tax collection for the month of January 2008 tax collector monthly report of January 2008; and deposit distribution of January 2008.

(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, January 2008, debt service reports, January 2008, capital projects report, January 2008, internal service funds January 2008; scholarship fund report, January 2008; investment report, January 2008.

Amendments to 2008-2009 Budget (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199/9 General Fund	#055
204/9 ESEA Title IV Safe and Drug Free Schools	#056
211/9 ESEA Title I Part A Improving Basic Programs	#057
255/9 ESEA Title II Part A TPTR	#058
385/0 State Supplemental Visually Impaired	#059
401/9 Optional Extended Year Program	#060
427/9 Texas Fitness Now	#061
428/9 High School Allotment –Ozen	#062

Approved the Schedule of Events for the Beaumont Independent School District Unlimited Tax School Building Bonds, Series 2009 (Exhibit "B") – Administration recommended approval tentative schedule of events in the preliminary amount of \$116,570,000 prepared by the district's financial advisors, RBC Dain Rauscher.

Approved Bids for School Leaders Errors & Omissions Insurance and Law Enforcement Liability Insurance Coverage (Exhibit "C") – Request for proposals were distributed to twelve (12) companies in addition to the appropriate advertisements. There were three (3) responses. Administration recommended acceptance of the proposal from USI/National Union Fire in the amount of \$47,421 for School Leaders Errors & Omissions Insurance and USI/Lexington in the amount of \$20,881 for Law Enforcement Liability Insurance Coverage.

Approved Submission of E-Rate Cycle 12 Application (Exhibit "D") – Administration recommended approval of submission in a total estimate of \$1,361,400 and the discounted amount that Beaumont ISD will pay at approximately \$172,980.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "E", "F", "G", "H", "I", "J", and "K"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "E", "F", "G", "H", "I", "J", and "K".

Approved Bids for Term Contract for Paper – Print Shop (Exhibit "E") – Bid packets were distributed to Two (2) companies in addition to the appropriate advertisements. There were two (2) responses. Administration recommended acceptance of the bids from Olmsted Kirk and Bosworth Paper charged to various 2008-2009 appropriated funds.

(Bids are on file in the Purchase Department.)

Approved Bid for Term Contract for Paint (Exhibit "F") – Bid packets were distributed to six (6) companies in addition to the appropriate advertisements. There were four (4) responses. Administration recommended acceptance of the bid from McCown Paint charged to the Maintenance Department.

(Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Janitorial Supplies (Exhibit "G") – Bid packets were distributed to thirty-one (31) companies in addition to the appropriate advertisements. There were nineteen (19) responses. Administration recommended acceptance of the bids from Quest Cleaning and Sanitary Supply charged to the Maintenance Department.

(Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Doors and Hardware Supplies (Exhibit "H") – Bid packets were distributed to five (5) companies in addition to the appropriate advertisements. There were nineteen (19) responses. Administration recommended acceptance of the bids from IDN Acme, Acme Architectural Hardware and Beaumont Architectural charged to the maintenance Department.

(Bids are on file in the Purchase Department.)

Approved Re-Advertise for Bids for Term Contract for Roofing Products (Exhibit I') – Bids were solicited for roofing products, no bids were received.

Approved Bids for Term Contract for Ballasts and Fixtures (Exhibit "J") – Bid packets were distributed to six (6) companies in addition to the appropriate advertisements. There were four (4) responses. Administration recommended acceptance of the bids from Voss Lighting and Grainger Industrial Supply charged to the Maintenance Department.

(Bids are on file in the Purchase Department.)

Approved Bids for Term Contract for Audio Visual (Exhibit "K") – Bid packets were distributed to seventeen (17) companies in addition to the appropriate advertisements. There were nine (9) responses. Administration recommended acceptance of the bids from Voss Lighting and VSA, Inc. charged to current Media Department and current Maintenance Department appropriated funds.

(Bids are on file in the Purchase Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "L.1", "L.2", "L.3", "M.1", "M.2", "M.3", "N.1", "N.2" and "O"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "L.1", "L.2", "L.3", "M.1", "M.2", "M.3", "N.1", "N.2" and "O"

Approved Bid for Received from Interlocal Cooperative Agreement Purchase No. 2009-100 for Scoreboard, through TASB BuyBoard (Exhibit "L.1")

Administration recommended acceptance of bid from Olen Williams Inc/FairPlay in accordance with Texas Education Code Chapter 44.031(b) funded by insurance, FEMA and district funds.

(Bids are on file in the Purchase Department.)

Approved Bid for Received from Interlocal Cooperative Agreement Purchase No. 2009-101 for Windscreen, through TASB BuyBoard (Exhibit "L.2")

Administration recommended acceptance of bid from Lisco, LLP in accordance with Texas Education Code Chapter 44.031(b) funded by insurance, FEMA and district funds.

(Bids are on file in the Purchase Department.)

Approved Bid Received from Interlocal Cooperative Agreement Purchase No. 2009-102 Janitorial Equipment, through the TASB BuyBoard (Exhibit "L.3")

Administration recommended acceptance of bid from Sanitary Supply Company in accordance with Texas Education Code Chapter 44.031(b) funded by Maintenance Department appropriated funds.

(Bids are on file in the Purchase Department.)

Approved a Revision of Contract for the Running Track at Ozen High School (Exhibit "M.1")

Administration recommended approving change order to contract approved at the December 15, 2009 at a cost of \$118,700 plus \$30,000 for jump pits in the amount of \$166,300 with Defargo Sports Surfaces for additional work required for the sub-surface which was found to be in need of replacement.

Declared an Emergency to Approve the Replacement of Light Poles at the Ozen High School Athletic Fields Due to Hurricane Damage (Exhibit "M.2")

Administration recommended approval of proposal from Walker Electric for replacement of softball and baseball lights in the total amount of \$1,236,000 and the proposal from A & A Electric for additional repair work in the amount of \$690,994.

Declared Emergency Status for Actions Taken as a Result of Hurricane Ike (Exhibit "M.3")

Administration recommended approval of emergency measures instituted in order to control and mitigate damages:

Cotton	Scaffolding Charges	\$192,229.93
Hampshire Roofing	Outdoor Ed Roof Replacement	\$ 33,771.07
A-1 Acoustics	Guess Porch Ceiling Replacement	\$ 79,895.00

Approved the Contract for Repairs to Martin Luther King Middle School Due to Hurricane Damage (Exhibit "N.1")

Administration recommended approval of the contract for repairs to Martin Luther King Middle School for Hurricane Ike damages in the total amount of \$5,372,896 with SeTex Construction Corporation funded by insurance, FEMA and district funds.

Approved the Contract for Repairs to Willie Ray Smith Middle School Due to Hurricane Damage (Exhibit "N.2")

Administration recommended approval of contract for repairs to Willie Ray Smith Middle School for Hurricane Ike damages in the total amount of \$19,224,546.90 funded by insurance proceeds, FEMA and district funds.

Approved Bid Received from Interlocal Cooperative Agreement Purchase No. 2009-105 for Tractor, through HGAC (Exhibit "O")

Administration recommended acceptance of bid from Eastex Farm & Home in accordance with Texas Education Code Chapter 44.031(b) funded by budgeted departmental funds.

(Bids are on file in the Purchase Department.)

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS “P”, “Q”, “R.1”, “R.2”, and “S”

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker, to approve Exhibits “P”, “Q”, “R.1”, “R.2” and “S”.

Approved the Interlocal Cooperative Agreement Purchase for a Fuel Service Contract (Exhibit “P”) – Administration recommended approval of agreement as pilot program with Comdata Corporation and TransMontaigne Services available through the State Council on Competitive Government (CCG).

Approved the Proposed Recommendation for the Construction Manager at Risk for the New Classrooms and Laboratories for Three Existing Middle Schools and One Elementary School at Austin Middle School, Marshall Middle School, Vincent Middle School and Homer Drive Elementary RFP 09002B (Exhibit “Q”) – Administration recommended approval of Fibrebond Corporation based on the evaluation by the selection committee through the RFP process and interview conducted December 11, 2008.

Approved Combining Bingman Elementary School and Blanchette Elementary School as One School Beginning the 2009-2010 School Year (Exhibit “R.1”) – Administration recommended combining the two schools as one school beginning the 2009 – 2010 school year..

Approved Moving Fehl Elementary School Campus to the Blanchette “Portable” Campus Beginning in the 2009-2010 School Year (Exhibit “R.2”) – Administration recommended moving Fehl Elementary School campus to the Blanchette “portable” campus beginning the 2009-10201 school year. President Reece called for additions or corrections to the motion, there being none, he called for a vote.

Approved the 2007-2008 Academic Excellence Indicator System (AEIS) Report, the Campus Comparison Improvement Reports, the Campus Performance Objectives, the Student Performance in Postsecondary Institutions Report; the Accountability for Safe Schools Report, the Violent and Criminal Incidents Report; and the 2007-2008 School Report Cards (Exhibit “S”) – Administration recommended approval of all reports submitted electronically.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT “T”

Dr. William Nantz moved, seconded by Bishop Ollis Whitaker to approve Exhibit “T”.

Approved the Purchase of an Internet Protocol (IP) Phone Support Maintenance Contract with Calence Insight Networking Solutions (Exhibit “T”) – Administration recommended approval of request to purchase contract with Calence Insight Networking Solutions for the period of February 1, 2009 through

June 30, 2009 at a cost of \$47,126.62 funded by the general fund phone maintenance budget.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT "U"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approve Exhibit "U".

Approved Proposed Recommendation of Daniel's Construction as Construction Manager at Risk (SMAR) for Three New Elementary School Prototypes, pending Agreement on Contract Terms and Approval of Subcontractors (RFP) -09001 (Exhibit "U") – Administration recommended approval to authorize the Superintendent to begin contract negotiations awarding contract for three (3) Elementary School Prototypes (as listed in the RFP) to Daniels Construction pending agreement contract terms and approval of subcontractors.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Ms. Hicks, Mr. Trahan and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT "V", "W.1", "W.2" and "X"

Dr. William Nantz moved, seconded by Ms. Martha Hicks to approve Exhibit "V", "W.1", "W.2" and "X".

Approved Building of All Elementary Schools According to Prototypical Design (Exhibit "V") – Administration recommended construction of all elementary school prototypes as designed, which means schools will not have auditorium; instead, they will have a gymnasium with a stage design and sufficient chairs available at each campus.

Approved Resolution – Joint Election city of Beaumont and Beaumont ISD Trustee (Exhibit "W.1") – Administration recommended approval of resolution for a May 9, 2009 election for Trustee Districts IV, VI, and VII

Approved Election Order and Notice for May 9, 2009 School Trustee Election (Exhibit "W.2") – Administration recommended approval of order and notice for the May 9, 2009 election for Trustee Districts IV, VI and VII.

Approved the Request for Maximum Class Size Waiver (Exhibit "X") – Administration recommended approval of waiver request for Caldwood Elementary, Level 1 and Price Elementary, Level 1 as required by Texas Education Agency (TEA).

PERSONNEL

President Reece announced in the public (open) meeting at 8:00 p.m. that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, therefore, and action taken by the Board would be in public (open) session.

In open session at 8:10 p.m. Mr. Terry Williams motioned, seconded by Bishop Ollis Whitaker to accept the following personnel recommendations:

1. Retirements

Jolene Ortego, Administration Building, Executive Director of Communications, effective January 30, 2009;

Marian Strode, Guess Elementary, Level 1, effective June 6, 2009;

Joyce L. Young, Dunbar Elementary, Reading Interventionist, effective June 6, 2009.

2. Resignations

Kandyce Ashworth, English, Central High, effective February 13, 2009;

William R. Atwell, Sign Language, West Brook High, effective June 6, 2009;

Sebrena Dollar, Level 3, Regina Howell Elementary, effective June 6, 2009;

Bruce B. Edwards, health and Physical Education, Odom Academy, effective January 30, 2009;

JoAnne Eugene, Science, Austin Middle, effective January 27, 2009;

Donald Stowers, Health and Physical Education, Campus Coordinator, Central High, effective January 30, 2009;

Todd Watters, Business, central High, effective January 30, 2009.

3. New Employee Contract Recommendations

Letasha Brachett, Business, Brown, effective January 14, 2009 and ending June 6, 2009;

Alton Buxton, Physical Education, Amelia Elementary, effective January 13, 2009 and ending June 6, 2009;

Alicia Harding, Level 1, Ogden Elementary, effective January 26, 2009 and ending June 6, 2009;

Wade Merendino, Social Studies, Odom Academy, effective February 10, 2009 and ending June 6, 2009;

Trinidad Paniaqua, Spanish, Odom Academy, effective January 13, 2009 and ending June 6, 2009;

Christopher Pirnie, Social Studies, Ozen High, effective February 10, 2009 and ending June 6, 2009;

Veronica Ramsey, Pre-kindergarten, Dunbar Elementary, effective January 26, 2009 and ending June 6, 2009;

Christopher Woodall, Mathematics, West Brook High, effective January 26, 2009 and ending June 6, 2009.

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS: None

4. Administrative Contract Recommendations

Bishop Ollis Whitaker, seconded by Mr. Terry Williams to accept the following administrative contract recommendation:

Head Coach/Campus Coordinator – Central High School – Mr. Andrew Washington

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Dr. Nantz, Mr. Trahan and Bishop Whitaker

NAYS: None

ADJOURNMENT

President Reece asked if there was any other business to come before the board; there being none, the meeting was adjourned at 8:14 p.m. February 19, 2009.

Woodrow Reece, President
Beaumont ISD Board of Trustees

Terry D. Williams, Secretary
Beaumont ISD Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

TO : Dr. Carrol A. Thomas, Jr.
Superintendent of Schools

EXHIBIT "N.2"
Page 1 of 3

FROM: Jane Kingsley
Chief Financial Officer



DATE : February 19, 2009

SUBJECT: Consider and, if Appropriate, Take Action to Approve the Contract for Repairs to Willie Ray Smith Middle School Due to Hurricane Damage

In October 2008 the board declared an emergency to repair damage at Smith Middle School because of Hurricane Ike. Administration recommended Healthy Resources Enterprise, Inc. (HRE) to do the emergency repairs. The damage has now been completely assessed and a contract has been prepared. The repair will be done in two phases. The attachment to this document shows the breakdown of the phases and cost of this project.

This project will be funded through insurance proceeds, FEMA and district funds.

Administration recommends the approval of the contract for repairs to Willie Ray Smith Middle School for Hurricane Ike damages in the total amount of \$19,224,546.90.

AGENDA

February 19, 2009

RECAP BY CATEGORY
SMITH MIDDLE SCHOOL

Phase 1

Acoustical treatments	\$	233,378.28
Cabinetry	\$	23,156.36
Concrete and Asphalt	\$	4,291.48
Content Manipulation	\$	540.00
General Demolition	\$	472,000.00
Doors - Interior and Exterior	\$	314,932.45
Drywall	\$	189,964.53
Electrical	\$	2,546,760.00
Electrical - Special Systems	\$	209,034.16
Misc. Equipment - Commercial	\$	8,226.84
Heavy Equipment	\$	18,500.00
Floor Covering	\$	334,252.48
Permits and Fees	\$	543,245.78
Framing and Rough Carpentry	\$	107,477.81
Labor only	\$	521,335.68
Masonry	\$	12,463.36
Metal Structures and components	\$	58,977.00
Paneling and wood wall finishes	\$	473.04
Painting	\$	193,474.70
Roofing	\$	2,338,600.00
Sofit, Fascia and Gutter	\$	18,973.90
Specialty items to complete all classrooms/offices	\$	123,051.44
Stucco and Exterior Plaster	\$	145,500.00
Windows- Aluminum	\$	572,653.64
Canopies	\$	215,850.00
HVAC	\$	2,640,193.00
Fire suppression systems	\$	795,000.00
Temp Control HVAC	\$	255,000.00
Plumbing ADA	\$	240,000.00
Boilers	\$	527,396.00

Metal Roof Option

	\$	13,664,701.93
Approximate Taxes	\$	563,668.95
Sub-Total	\$	14,228,370.88

Overhead 10 %	\$	1,422,837.08
Profit 10 %	\$	1,565,120.80
Bond 3 %	\$	516,489.86
Contingency	\$	1,057,863.66
Total Contract	\$	18,790,682.28

RECAP BY CATEGORY
SMITH MIDDLE SCHOOL

Phase 2

ADA Ramps and Railing	\$	50,906.00
Sidewalks	\$	70,300.00
Lockers (800 at \$ 170.00 ea.)	\$	144,000.00
Landscaping	\$	69,125.00

	\$	334,331.00
Approximate Taxes	\$	13,791.15
Sub-Total	\$	348,122.15

Overhead 10 %	\$	34,812.22
Profit 10 %	\$	38,293.44
Bond 3 %	\$	12,636.81
Total Contract	\$	433,864.62

BISD Exposure	\$	1,491,728.28
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Total Phase I and II with Contingency \$ 19,224,546.90

<u>% of funds to be paid by Insurance (Estimate)</u>	<u>97.74</u>
<u>% of funds to be paid by BISD (Estimate)</u>	<u>2.26</u>

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

EXHIBIT "P"
Page 1 of 36

TO : The Honorable Board of Trustees

FROM : Carrol A. Thomas, Ed.D.
Superintendent of Schools

DATE : October 13, 2008

SUBJECT : Consider and, if Appropriate, Take Action to Approve Job Order
Contract for Smith Middle School

Administration recommended approval of job order contract with
Healthy Resources Enterprise, Inc. (HRE).

AGENDA:
October 16, 2008

EXHIBIT 5



AIA[®]

Document A205™ – 1993

General Conditions of the Contract for Construction of a Small Project

for the following PROJECT:

(Name and location or address):

BISD Smith School - Phase I
4415 Concord Road
Beaumont, TX 77706

THE OWNER:

(Name and address):

Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

THE ARCHITECT:

(Name and address):

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

§ 1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

§ 1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 1.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside the scope of the Work without the specific written consent of the Owner and Architect.

ARTICLE 2 OWNER

§ 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.1.1 If requested by the Contractor, the Owner shall furnish and pay for a survey and a legal description of the site.

Init.

§ 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 2.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

§ 2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

§ 2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

§ 2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3 CONTRACTOR

§ 3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Architect will promptly reply to the Contractor in writing if the Owner or the Architect, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 3.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 3.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 3.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

§ 3.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 4.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 4.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 4.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

§ 4.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 4.7 The Architect will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.

§ 4.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Architect to change the Work, Contract Sum or Contract Time.

§ 5.3 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 5.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 6 TIME

§ 6.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 7 PAYMENTS AND COMPLETION

§ 7.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 7.2 APPLICATIONS FOR PAYMENT

§ 7.2.1 The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

§ 7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 7.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 7.4 PROGRESS PAYMENTS

§ 7.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 7.4.2 The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.

§ 7.4.3 Neither the Owner nor the Architect shall have responsibility for the payment of money to a Subcontractor or material supplier.

§ 7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 7.5 SUBSTANTIAL COMPLETION

§ 7.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 7.5.2 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 7.6 FINAL COMPLETION AND FINAL PAYMENT

§ 7.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 7.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 7.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

§ 8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§ 9.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 10.2 TESTS AND INSPECTIONS

§ 10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

§ 10.2.2 If the Architect requires additional testing, the Contractor shall perform these tests.

§ 10.2.3 The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.

§ 10.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the project is located.

ARTICLE 11 TERMINATION OF THE CONTRACT

§ 11.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.

§ 11.2 TERMINATION BY THE OWNER

§ 11.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 11.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

- .1 take possession of the site and of all materials thereon owned by the Contractor;
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 11.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 11.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Additions and Deletions Report for AIA[®] Document A205[™] – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

BISD Smith School - Phase I
4415 Concord Road
Beaumont, TX 77706

...

Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

...

N/A

PAGE 4

~~§ 7.2.1 At least ten days before the date established for each progress payment, the~~The Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:38 on 02/11/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A205™ – 1993 - General Conditions of the Contract for Construction of a Small Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Eric Boutte

(Signed)

President

(Title)

2/11/09

(Dated)

Additions and Deletions Report for **AIA® Document A105™ – 1993**

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PAGE 1

This **AGREEMENT** is made:

~~(Date)~~2/18/2009

...

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

...

Healthy Resources Enterprise Inc. General Corporation
530 North Sam Houston Parkway East
Suite 300.
Houston, Texas 77060

...

BISD Smith School Repairs and Renovations- Phase I
4415 Concord Road
Beaumont, TX 77706

...

N/A

...

The Owner and Contractor agree as follows.

...
3 the Drawings and Specifications prepared by the Architect, dated —, and enumerated as follows:
~~Drawings:~~ NOT USED

Number	Title	Date
--------	-------	------

Specifications:

Section	Title	Pages
---------	-------	-------

4 addenda prepared by the Architect as follows: 4 NOT USED

Number	Date	Pages
--------	------	-------

...
Exhibit A – Unit Cost Estimate
...

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work ~~not later than —, subject to adjustment by Change Order.~~

~~(Insert the date or number of calendar days after the date of commencement.)~~ attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.

All work on punch list must be done after school hours.

Commencement Date: TBD - Based on the execution of the AIA Contract

PAGE 2

Eighteen Million Seven Hundred Ninety Six Hundred Eighty-Two Dollars and Twenty-Nine Cents
(\$ 18,790,682.29)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
Work as included herein by Exhibit A.

Portion of Work	Value (\$ 0.00)
-----------------	-----------------

...
~~(Here insert payment procedures and provisions for retainage, if any.)~~ 4.1.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

4.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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User Notes:

(3845950112)

- a) take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
- b) add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- c) add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- d) subtract the aggregate of previous payments made by the Owner;

4.1.4 Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent (10.0%).

4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.

4.1.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

PAGE 3

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of (—) —, or Five Percent (5%) per annum, Texas Usury Penalty §302.002 or in the absence thereof, at the legal rate prevailing at the place of the Project.

...

(Insert specific insurance required by the Owner.)

<u>TYPE OF INSURANCE</u>	<u>LIMIT OF LIABILITY</u>
<u>(1) Workers' Compensation</u>	<u>Statutory Limits</u>
<u>Employer's Liability</u>	<u>\$1,000,000 per accident/\$2,000,000 policy limit</u>
<u>(2) Automobile Liability</u>	<u>\$1,000,000 per person / \$2,000,000 occurrence</u>
<u>(3) Commercial General Liability</u>	
<u>Bodily Injury & Property Damage</u>	<u>\$1,000,000 per occurrence</u>
<u>Combined Primary & Excess Liability</u>	<u>\$2,000,000 aggregate</u>
<u>Premises and Operations</u>	
<u>Contractor's Protective Liability</u>	
<u>Products Liability/Completed Operations Liability</u>	<u>— two (2) years from date of final acceptance by Owner</u>
<u>Contractual Liability</u>	
<u>XCU Coverage</u>	
<u>Personal Injury and Advertising Injury</u>	

Type of insurance

Limit of liability (\$ 0.00)

...

(Insert any other terms or conditions below.) **6.1** Owner's Representative. John Elamad, P.E., ECM, Inc

6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner: Beaumont Independent School District
Attn.: Dr. Carrol A. Thomas, Superintendent of Schools
Address: 3395 Harrison Avenue
Beaumont, Texas 77706

Telephone: 409-617-5000

With copy to: _____

If to Contractor: Healthy Resources Enterprise Inc
Attn.: Eric Boutte, President
Address: 530 North Sam Houston Parkway East, Ste. 300,
Houston, Texas 77060

Telephone: 713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

PAGE 5

Dr. Carrol A. Thomas, Superintendent of Schools

Eric Boutte, President

...

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User Notes: (3845950112)

JURISDICTION: Jefferson County

JURISDICTION:Jefferson County
JURISDICTION:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:51:02 on 02/18/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 1993 - Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Eric Boutte

(Signed)

President

(Title)

2/19/09

(Dated)



AIA[®] Document A205[™] – 1993

General Conditions of the Contract for Construction of a Small Project

for the following PROJECT:

(Name and location or address):

BISD Smith School - Phase II
4415 Concord Road
Beaumont, Texas 77706

THE OWNER:

(Name and address):

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

THE ARCHITECT:

(Name and address):

N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.

§ 1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

§ 1.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 1.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier for other projects or for additions to this project outside the scope of the Work without the specific written consent of the Owner and Architect.

ARTICLE 2 OWNER

§ 2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.1.1 If requested by the Contractor, the Owner shall furnish and pay for a survey and a legal description of the site.

Init.

§ 2.1.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 2.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

§ 2.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 2.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

§ 2.4.2 The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

§ 2.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 3 CONTRACTOR

§ 3.1 EXECUTION OF THE CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner's Representative.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Owner's Representative the names of subcontractors or suppliers for each portion of the Work. The Owner's Representative will promptly reply to the Contractor in writing if the Owner or the Owner's Representative, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 3.4.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Owner's Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner's Representative and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner's Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 3.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Owner's Representative Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 3.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 3.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

§ 3.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 4 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT

(Paragraph deleted)

§ 4.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2 The Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 4.3 The Owner's Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 4.4 Based on the Owner's Representative's observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor.

§ 4.5 The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

§ 4.6 The Owner's Representative will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 4.7 The Owner's Representative will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.

§ 4.8 Interpretations and decisions of the Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.9 The Owner's Representative's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Owner's Representative. Consent shall not be unreasonably withheld.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Owner's Representative to change the Work, Contract Sum or Contract Time.

§ 5.3 The Owner's Representative will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 5.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 6 TIME

§ 6.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Owner's Representative may determine.

ARTICLE 7 PAYMENTS AND COMPLETION

§ 7.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 7.2 APPLICATIONS FOR PAYMENT

§ 7.2.1 Contractor shall submit to the Owner's Representative an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data

substantiating the Contractor's right to payment as the Owner or Owner's Representative may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

(Paragraph deleted)

§ 7.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 7.3 CERTIFICATES FOR PAYMENT

The Owner's Representative will, within five days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner's Representative determines is properly due, or notify the Contractor and Owner in writing of the Owner's Representative's reasons for withholding certification in whole or in part.

§ 7.4 PROGRESS PAYMENTS

§ 7.4.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 7.4.2 The Contractor shall promptly pay each Subcontractor and material supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such entities' portion of the Work.

§ 7.4.3 Neither the Owner nor the Owner's Representative shall have responsibility for the payment of money to a Subcontractor or material supplier.

§ 7.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 7.5 SUBSTANTIAL COMPLETION

§ 7.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 7.5.2 When the Work or designated portion thereof is substantially complete, the Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 7.6 FINAL COMPLETION AND FINAL PAYMENT

§ 7.6.1 Upon receipt of a final Application for Payment, the Owner's Representative will inspect the Work. When the Owner's Representative finds the Work acceptable and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment.

§ 7.6.2 Final payment shall not become due until the Contractor submits to the Owner's Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 7.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

§ 8.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 9 CORRECTION OF WORK

§ 9.1 The Contractor shall promptly correct Work rejected by the Owner's Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

§ 9.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 9.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 10.2 TESTS AND INSPECTIONS

§ 10.2.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

§ 10.2.2 If the Owner's Representative requires additional testing, the Contractor shall perform these tests.

§ 10.2.3 The Owner shall pay for tests except for testing Work found to be defective for which the Contractor shall pay.

§ 10.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the project is located.

ARTICLE 11 TERMINATION OF THE CONTRACT

§ 11.1 TERMINATION BY THE CONTRACTOR

If the Owner fails to make payment when due or substantially breaches any other obligation of this Contract, following seven days' written notice to the Owner, the Contractor may terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages.

§ 11.2 TERMINATION BY THE OWNER

§ 11.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 11.2.2 When any of the above reasons exist, the Owner, after consultation with the Owner's Representative, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

- .1 take possession of the site and of all materials thereon owned by the Contractor;
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 11.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 11.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 11.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Init.

Additions and Deletions Report for AIA[®] Document A205[™] – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:15:32 on 02/11/2009.

PAGE 1

BISD Smith School - Phase II
4415 Concord Road
Beaumont, Texas 77706

...

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

...

N/A

PAGE 2

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect-Owner's Representative.

...

§ 3.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect-Owner's Representative the names of subcontractors or suppliers for each portion of the Work. The Architect-Owner's Representative will promptly reply to the Contractor in writing if the Owner or the Architect-Owner's Representative, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

...

The Contractor warrants to the Owner and Architect-Owner's Representative that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

PAGE 3

§ 3.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Architect-Owner's Representative and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect

Owner's Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

...

The Contractor shall promptly review, approve in writing and submit to the Architect-Owner's Representative Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

...

ARTICLE 4 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT

ARTICLE 4 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.1 The Architect-Owner's Representative will provide administration of the Contract as described in the Contract Documents. The Architect-Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2 The Architect-Owner's Representative will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 4.3 The Architect-Owner's Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect-Owner's Representative will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 4.4 Based on the Architect's-Owner's Representative's observations and evaluations of the Contractor's Applications for Payment, the Architect-Owner's Representative will review and certify the amounts due the Contractor.

§ 4.5 The Architect-Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

§ 4.6 The Architect-Owner's Representative will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 4.7 The Architect-Owner's Representative will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.

§ 4.8 Interpretations and decisions of the Architect-Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect-Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.9 The Architect's-Owner's Representative's duties, responsibilities and limits of authority as described in the Contract Documents will not be changed without written consent of the Owner, Contractor and Architect-Owner's Representative. Consent shall not be unreasonably withheld.

PAGE 4

§ 5.2 A Change Order shall be a written order to the Contractor signed by the Owner and Architect-Owner's Representative to change the Work, Contract Sum or Contract Time.

§ 5.3 The Architect-Owner's Representative will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents.

Such changes shall be written orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

...

§ 6.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as the Architect-Owner's Representative may determine.

...

§ 7.2.1 Contractor shall submit to the Owner's Representative an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Owner's Representative may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.

~~§ 7.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require and reflecting retainage if provided for elsewhere in the Contract Documents.~~

PAGE 5

The Architect-Owner's Representative will, within ~~seven~~ five days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect-Owner's Representative determines is properly due, or notify the Contractor and Owner in writing of the Architect's-Owner's Representative's reasons for withholding certification in whole or in part.

...

§ 7.4.1 After the Architect-Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

...

§ 7.4.3 Neither the Owner nor the Architect-Owner's Representative shall have responsibility for the payment of money to a Subcontractor or material supplier.

...

§ 7.5.2 When the Work or designated portion thereof is substantially complete, the Architect-Owner's Representative will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 7.6.1 Upon receipt of a final Application for Payment, the Architect-Owner's Representative will inspect the Work. When the Architect-Owner's Representative finds the Work acceptable and the Contract fully performed, the Architect-Owner's Representative will promptly issue a final Certificate for Payment.

§ 7.6.2 Final payment shall not become due until the Contractor submits to the ~~Architect-Owner's Representative~~ releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

PAGE 6

§ 9.1 The Contractor shall promptly correct Work rejected by the ~~Architect-Owner's Representative~~ as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work.

...

§ 10.2.2 If the ~~Architect-Owner's Representative~~ requires additional testing, the Contractor shall perform these tests.

...

§ 11.2.2 When any of the above reasons exist, the Owner, after consultation with the ~~Architect-Owner's Representative~~, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:15:32 on 02/11/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A205™ – 1993 - General Conditions of the Contract for Construction of a Small Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Eric Boutte

(Signed)

President

(Title)

2/19/09

(Dated)

EXHIBIT 6



AIA[®] Document A105[™] – 1993

Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM

This AGREEMENT is made: 2/18/2009

BETWEEN the Owner:

Beaumont Independent School District
3395 Harrison Avenue
Houston, Texas 77706

and the Contractor:

Healthy Resources Enterprise Inc, General Corporation
530 North Sam Houston Parkway East
Suite 300
Houston, Texas 77060

for the following Project:

BISD Smith School - Phase II
4415 Concord Road
Beaumont, Texas 77706

The Architect is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current edition;

.3
(Paragraphs deleted)

N/A

.4
(Paragraphs deleted)

N/A

- .5 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows: Exhibit A- Unit Cost Estimate

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work

(Paragraphs deleted)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

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User Notes:

(178080379)

attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.
All work on punch list must be done after school hours. Hard Landscaping is to be
Completed before the first day of school and 30 days after school begins, punch list is to be completed.
Commencement Date: TBD - Based on the execution of the AIA Contract

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

Four Hundred Thirty-Three, Eighty Hundred Sixty-Four Dollars and Sixty-Two Cents
(\$433,864.62)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work as
(Table deleted)

Included herein by Exhibit A.

~~§ 3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the
Work.~~

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor
as follows:

Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in
accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by
such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing
the Contractor's Applications for Payment.

4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the
end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of
that portion of the Work which has actually been completed.

4.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be
computed as follows:

- a) take that portion of the Contract Sum properly allocable to completed Work as determined by
multiplying the percentage of completion of each portion of the Work by the share of the Contract
Sum allocated to that portion of the Work in the schedule of values. Pending final determination of
cost to the Owner of changes in the Work, amounts not in dispute shall be included.
- b) add that portion of the Contract Sum properly allocable to materials and equipment delivered and
suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the
Owner, suitably stored off the site at a location agreed upon in writing;
- c) add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be
an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two
preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its
completion;
- d) subtract the aggregate of previous payments made by the Owner;

4.1.4 Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent
(10.0%).

4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total
payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete
work and unsettled claims.

4.1.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of Five Percent (5%) per annum Texas Usury Penalty §302.002, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:

TYPE OF INSURANCE	LIMIT OF LIABILITY
(1) Workers' Compensation Employer's Liability	Statutory Limits \$1,000,000 per accident/\$2,000,000 policy limit
(2) Automobile Liability	\$1,000,000 per person / \$2,000,000 occurrence
(3) Commercial General Liability Bodily Injury & Property Damage Combined Primary & Excess Liability Premises and Operations Contractor's Protective Liability Products Liability/Completed Operations Liability – two (2) years from date of final acceptance by Owner Contractual Liability XCU Coverage Personal Injury and Advertising Injury	\$1,000,000 per occurrence \$2,000,000 aggregate

(Table deleted)

§ 5.2 The Owner shall provide Owner's Liability and Owner's Property Insurance as follows:

(Insert specific insurance furnished by the Owner.)

Type of insurance	Limit of liability (\$ 0.00)
-------------------	------------------------------

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 3.12 of AIA Document A205, General Conditions of the Contract for Construction of Small Projects.

§ 5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

ARTICLE 6 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

6.1 Owner's Representative. John Elamad, P.E., ECM, Inc

6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner: Beaumont Independent School District
Attn.: **Dr. Carrol A. Thomas, Superintendent of Schools**
Address: 3395 Harrison Avenue
Beaumont, Texas 77706

Telephone: 409-617-5000

With copy to:
If to Contractor: Healthy Resources Enterprise Inc
Attn.: Eric Boutte, President
Address: 530 North Sam Houston Parkway East, Ste. 300,
Houston, Texas 77060

Telephone: 713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)


OWNER (Signature)

Dr. Carol A. Thomas, Superintendent of Schools
(Printed name and title)


CONTRACTOR (Signature)

Eric Boutte, President
(Printed name and title)
LICENSE NO.:
JURISDICTION:

Init.

Additions and Deletions Report for AIA® Document A105™ – 1993

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:25:28 on 02/18/2009.

PAGE 1

This **AGREEMENT** is made:

(Date) 2/18/2009

...

Beaumont Independent School District
3395 Harrison Avenue
Houston, Texas 77706

...

and the Contractor:

Healthy Resources Enterprise Inc. General Corporation
530 North Sam Houston Parkway East
Suite 300
Houston, Texas 77060

...

BISD Smith School - Phase II
4415 Concord Road
Beaumont, Texas 77706

...

N/A

...

The Owner and Contractor agree as follows.

...
3 the Drawings and Specifications prepared by the Architect, dated —, and enumerated as follows:

Drawings:

Number	Title	Date
--------	-------	------

Specifications:

Section	Title	Pages
---------	-------	-------

N/A

4 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

N/A

...
6 other documents, if any, identified as follows: Exhibit A- Unit Cost Estimate

...
The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work not later than —, subject to adjustment by Change Order.

(Insert the date or number of calendar days after the date of commencement.)

attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.

All work on punch list must be done after school hours. Hard Landscaping is to be

Completed before the first day of school and 30 days after school begins, punch list is to be completed.

Commencement Date: TBD - Based on the execution of the AIA Contract

PAGE 2

(\$ —) Four Hundred Thirty-Three, Eighty Hundred Sixty-Four Dollars and Sixty-Two Cents (\$433,864.62)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
Work as

Portion of Work	Value (\$ 0.00)
-----------------	-----------------

Included herein by Exhibit A.

...
(Here insert payment procedures and provisions for retainage, if any.) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

4.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a) take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
- b) add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- c) add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- d) subtract the aggregate of previous payments made by the Owner;

4.1.4 Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent (10.0%).

4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.

4.1.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

PAGE 3

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of (—) Five Percent (5%) per annum Texas Usury Penalty §302.002, or in the absence thereof, at the legal rate prevailing at the place of the Project.

...

<u>(Insert specific insurance required by the Owner.)</u>	<u>TYPE OF INSURANCE</u>	<u>LIMIT OF LIABILITY</u>
(1) Workers' Compensation	Statutory Limits	
	Employer's Liability	\$1,000,000 per accident/\$2,000,000 policy limit
(2) Automobile Liability		\$1,000,000 per person / \$2,000,000 occurrence
(3) Commercial General Liability		
	Bodily Injury & Property Damage	\$1,000,000 per occurrence
	Combined Primary & Excess Liability	\$2,000,000 aggregate
	Premises and Operations	
	Contractor's Protective Liability	
	Products Liability/Completed Operations Liability	— two (2) years from date of final acceptance by Owner
	Contractual Liability	
	XCU Coverage	
	Personal Injury and Advertising Injury	

Type of insurance

Limit of liability (\$ 0.00)

PAGE 4

6.1 Owner's Representative. John Elamad, P.E., ECM, Inc

6.2 Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner: Beaumont Independent School District
Attn.: Dr. Carrol A. Thomas, Superintendent of Schools
Address: 3395 Harrison Avenue
Beaumont, Texas 77706

Telephone: 409-617-5000

With copy to:

If to Contractor: Healthy Resources Enterprise Inc
Attn.: Eric Boutte, President
Address: 530 North Sam Houston Parkway East, Ste. 300,
Houston, Texas 77060

Telephone: 713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

PAGE 5

Dr. Carrol A. Thomas, Superintendent of Schools

Eric Boutte, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Eric Boutte, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:25:28 on 02/18/2009 under Order No. 1000385824_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 1993 - Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Eric Boutte

(Signed)

President

(Title)

2/19/09

(Dated)



AIA® Document A105™ – 1993

Standard Form of Agreement Between Owner and Contractor for a Small Project where the Basis of Payment is a STIPULATED SUM

This AGREEMENT is made: 2/18/2009

BETWEEN the Owner:

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

and the Contractor:

Healthy Resources Enterprise Inc, General Corporation
530 North Sam Houston Parkway East
Suite 300,
Houston, Texas 77060

for the following Project:

BISD Smith School Repairs and Renovations- Phase I
4415 Concord Road
Beaumont, TX 77706

The Architect is:

N/A

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current edition;
- .3 NOT USED

(Table deleted)

(Paragraphs deleted).4 NOT USED

(Table deleted)

- .5 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows:
Exhibit A – Unit Cost Estimate

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work attached in Exhibit A on or before August 7, 2009, subject to adjustment by Change Orders.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

All work on punch list must be done after school hours..
Commencement Date: TBD - Based on the execution of the AIA Contract

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

Eighteen Million Seven Hundred Ninety Six Hundred Eighty-Two Dollars and Twenty-Nine Cents
(\$ 18,790,682.29)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work as included herein by Exhibit A.

(Table deleted)

§ 3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:

4.1.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

4.1.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

4.1.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a) take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.
- b) add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- c) add the Contractor's Fee. The Contractor's Fee shall be computed upon the Cost of the Work shall be an amount that bears the same ratio to the Contractor's fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- d) subtract the aggregate of previous payments made by the Owner;

4.1.4 Except with the Owner's prior approval, payments to Contractor shall be subject to retainage of ten percent (10.0%).

4.1.5 Upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Contractor to ninety-five percent (95%) of the Contract Sum, less amounts, if any, for incomplete work and unsettled claims.

init.

4.1.6 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- a) the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond final payment; and
- b) a final Certificate for Payment has been issued by the Owner's Representative.

The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner Representative's final Certificate for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of Five Percent (5%) per annum, Texas Usury Penalty §302.002 or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:

(Paragraph deleted)

TYPE OF INSURANCE	LIMIT OF LIABILITY
(1) Workers' Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per accident/\$2,000,000 policy limit
(2) Automobile Liability	\$1,000,000 per person / \$2,000,000 occurrence
(3) Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000 per occurrence
Combined Primary & Excess Liability	\$2,000,000 aggregate
Premises and Operations	
Contractor's Protective Liability	
Products Liability/Completed Operations Liability – two (2) years from date of final acceptance by Owner	
Contractual Liability	
XCU Coverage	
Personal Injury and Advertising Injury	

(Table deleted)

§ 5.2 The Owner shall provide Owner's Liability and Owner's Property Insurance as follows:

(Insert specific insurance furnished by the Owner.)

Type of insurance	Limit of liability (\$ 0.00)
-------------------	------------------------------

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 3.12 of AIA Document A205, General Conditions of the Contract for Construction of Small Projects.

§ 5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

ARTICLE 6 OTHER TERMS AND CONDITIONS

6.1 **Owner's Representative.** John Elamad, P.E., ECM, Inc

6.2 **Notice.** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly

Init.

registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

If to Owner: Beaumont Independent School District
Attn.: Dr. Carrol A. Thomas, Superintendent of Schools
Address: 3395 Harrison Avenue
Beaumont, Texas 77706

Telephone: 409-617-5000

With copy to:

If to Contractor: Healthy Resources Enterprise Inc
Attn.: Eric Boutte, President
Address: 530 North Sam Houston Parkway East, Ste. 300,
Houston, Texas 77060

Telephone: 713-673-8440

Note: Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

6.3 Authorization. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

6.4 Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other extraordinary adverse weather that the affected party could not have anticipated), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees not due to an act, omission, or oversight by the party claiming such Force Majeure situation.

In the event of a Force Majeure, the party claiming such an event bears the burden of proving same. Where such is proven by a court of competent jurisdiction, the obligations of Contractor to perform the Services under this Agreement shall be suspended for the duration of the event of Force Majeure and to the extent that Contractor is unable to make up any of the days lost due to the Force Majeure, the schedule shall be extended by a like number of days as the event of Force Majeure.

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)



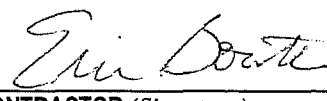
OWNER (Signature)

| Dr. Carrol A. Thomas, Superintendent of Schools

(Printed name and title)

| JURISDICTION: Jefferson County

(Row deleted)



CONTRACTOR (Signature)

| Eric Boutte, President

(Printed name and title)

LICENSE NO.:
JURISDICTION: Jefferson County

Init.

EXHIBIT 7



Get Government Contracts

Sign your business up to receive Government Contracts



TEA: Beaumont ISD contracts did not meet state guidelines

The Beaumont Independent School district is responding to an investigation conducted by the Texas Education Agency.

Chief Business Officer Robert Zingelmann says the district is already in the midst of completing the required three-point action plan noted in the TEA report, which ordered the Beaumont Independent School District to come back into compliance with federal, state and local policies in awarding bids to independent contractors.

The action came as a result of an audit conducted by the TEA which was investigating a number of contracts that were awarded within the last three years.

The TEA issued their findings to BISD last week. 12 News HD was given a copy of that letter in an email from TEA Tuesday night.

The Texas Education Agency is requiring BISD to take the following actions:

1. The district must take the necessary steps to comply with the local, state and federal competitive procurement policies and regulations. In addition, school officials responsible for the procurement process should receive additional training in the area of state and federal procurement rules and regulations.
2. The district should consult its legal counsel concerning the construction activities completed by Walker's Electric Company in light of recent concerns raised relating to the validity of the company's license issued by the Texas Department of Licensing and Regulation.
3. The district must review and update, as necessary, its policies

The district says staff members are receiving ongoing training. The district added that the second requirement has been completed, which assures that the district's electrical contractor of record meets state licensing requirements. The reviewing and updating of district policies and procedures for procurement will be completed and submitted to TEA by the end of this month, according to BISD.

"In normal circumstances, the concerns raised via this TEA audit would be reasonable issues, however, in the aftermath of major natural disasters, such as recovering from two hurricanes, required several emergency actions. The Board of Trustees, in its authority, called for a state of emergency for BISD. This helped BISD expedite getting our facilities ready for students and employees and consequently, helped to jumpstart getting Southeast Texas back to normal. In the long run, when looking back over what was done in the time of crises, and then looking forward to where we are now, I believe our school district and community benefited. This is shown in the millions of dollars saved by BISD in not waiting months and months to get our district back to normal. According to TEA and other financial rating organizations, BISD is in a solid financial position," Zingelmann explained.

A preliminary report was sent to BISD in January and the district was allowed to respond to each of the TEA's initial findings, which the district did in early February.

This final report includes the TEA's initial findings and BISD's response to those findings, as well as the TEA's concerns and recommendations moving forward.

The TEA audit raises questions about whether the district violated Texas Education Code when entering into a contract with Walker's Electric Company.

The agency also questions whether Walker's Electric's master electrician had a valid license while performing work BISD.

Auditors also took issue with BISD declaring "emergency procurement status" to approve several contracts without going out for bids following Hurricane Ike.

One of those contracts was awarded to Healthy Resources Enterprises, Inc for more than \$19 million. The contract was the second phase of a two-phase repair project to Smith Middle School. While the TEA says the first phase, worth \$434,000, was properly awarded under emergency status, they say the second phase of the project, worth \$18.8 million, is beyond the amount allowed "under a job order contract process."

BISD told the TEA that the contract with Healthy Resources Enterprises, Inc. was executed with BISD's interlocal agreement with Choice Facility Partners, a division of Harris County Department of Education.

But TEA auditors found that the contract between BISD and Healthy Resources Enterprises, Inc expired in February 2008, one year prior to the district awarding the contract.

The audit questions another contract with A&E Electric and Walker's Electric Company for repairs at the Ozen High School football field.

BISD used emergency procurement status to explain bypassing TEC procurement requirements before awarding a contract to SeTex Construction Corporation for repairs to Martin Luther King Middle School following Hurricane Ike.

The district entered into a contract totaling \$1,520,000 in December 2008 for cleanup, repairs, and damage mitigation, then entered into an additional contract with SeTex for additional repairs in February 2009 for nearly \$5.4 million.

The Auditors agree that the first phase of the contract would be allowable under emergency procurement status.

Yet, auditors stated that the time between September 2008, when Hurricane Ike hit southeast Texas, and February 2009 would have been enough time for BISD to seek competitive bids for the second phase under TEC procurement requirements.

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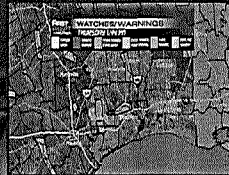
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64°
Mar 12 • 2:12pm



[Local Radar](#)
[7-Day](#)
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PROGRAMMING

CONTESTS




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Board Certified in Social Security & Disability Law
Law Offices
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Ads by Google related to: TEA: Beaumont ISD contracts did not meet state guidelines

govdirections.com **70,000 Govt Bids + Awards**
Government **Contracts** in your area. Free Daily Alert - Holiday Special
Bids in Your Local Area Industry Specific Bids
Award Examples Early Lead Time Bids

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- Chris Brown has daughter
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SEARCH RESULTS

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- Beaumont ISD trustee responds to TEA report**
... Beaumont ISD trustee responds to TEA report..... Tricon, Inc. I was made aware that the company held the fuel contract. Since I did not work in the fuel..... Beaumont ISD trustee Mike Neil is responding to the state's investigation into the Beaumont...
Last Modified: Mar 20, 2014 3:25 AM CDT
- TEA: Beaumont ISD contracts did not meet state guidelines**
... TEA: Beaumont ISD contracts did not meet state guidelines..... completing the required three-point action plan noted in the TEA report, which ordered the Beaumont..... Financial Audits detailing the findings of an investigation into the Beaumont Independent School District...
Last Modified: May 09, 2011 11:36 AM CDT

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EXHIBIT 8

Address: 28971

F/U M. 1-2-2009

042-SMI-79

PURCHASE ORDER
Beaumont Independent School District
BEAUMONT, TEXAS 77704

IMPORTANT
PURCHASE ORDER NUMBER MUST
APPEAR ON ALL INVOICES, PACK-
AGES AND CORRESPONDENCE

HEALTHY RESOURCES ENTERPRISES
530 N SAM HOUSTON PARKWAY
TO: SUITE 300
HOUSTON, TX 77060

SMITH MIDDLE SCHOOL
4415 CONCORD RD
SHIP TO: BEAUMONT, TX 77703
(409) 617-5000

ATTN: JANE KINGSLEY

DATE: 2/26/09 REQUIRED: 2/24/09 SHIP: REQ: 070006612

QTY	DESCRIPTION	DISCOUNT	UNIT PRICE	TOTAL
	CONFIRMING PO 152694			
	HURRICANE IKE REPAIRS - SMITH MS			9,612,273.45
	BLANKET PURCHASE ORDER			9,612,273.45
	BLANKET PURCHASE ORDER			
	PHASE 1 - \$18,790,682.29			
	PHASE 2 - 433,864.64			
	BOARD APPROVED FEBRUARY 19, 2009			
	CONTRACTS ATTACHED			
	DF			
			TOTAL	19,224,546.90

	PLEASE NOTE "INSTRUCTIONS TO VENDOR BOX" AND ADDITIONAL CONDITIONS ON BACK OF PO. INCLUDE PO# ON ALL CORRESPONDENCE AND SHIPMENTS. INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED!			
	ACCOUNT		AMOUNT	
	199.81.6629.86.042.9.99.877		19,224,546.90	

PURCHASING AUTHORITY
Naomi Lawrence Lee

- INSTRUCTIONS TO VENDOR
1. Invoice in duplicate to Beaumont Independent School District, Accounts Payable, P.O. Box 672 Beaumont, Texas 77704.
 2. Unless otherwise stated ship via UPS, Parcel Post, Express, Rail, or Lowest Licensed Truck Rate-lowest rate must apply.
 3. Prepay all charges and send copy of original freight bill with invoice.
 4. Please show PURCHASE ORDER NUMBER on all Invoices, Packages, Packing Slips and Correspondence.
 5. Acceptance of this order includes other conditions on back.

STATE SALES EXEMPTION CERTIFICATE The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas for purchase of tangible personal property described in this numbered order purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the Beaumont Independent School District of the State of Texas.

Sales Tax Exempt No. 1-74-6000317-5

DIRECTOR

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 3/5/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY 2,641,261.⁶⁵

LOCATION _____

appl #1; phase 1

ROUTING:

Principal/Director _____
Asst. Superintendent _____
Purchasing Agent _____
Accounts Payable _____

Kingsley

Special
Admin
3/5

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 3 PAGES

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle
 School

APPLICATION NO: 1
 DATE: 2/24/2009

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 2/24/2009

PROJECT NOS: BISD15-001N

CONTRACT DATE 2/19/2009

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	18,790,682.31
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	18,790,682.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	2,934,735.17
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	293,473.52
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	293,473.52
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,641,261.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	2,641,261.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	16,149,420.66

CONTRACTOR:

By: [Signature] Date: 2-25-09

State of: Texas
 Subscribed and sworn to before me this 26th day of February 2009
 Notary Public: [Signature]
 My Commission expires: 6-15-09



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,641,261.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer

By: John H. Elamad Date: 2/28/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
APPLICATION DATE: 2/24/09

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 2/24/09

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)		
1	Acoustical Treatments	\$302,857.30						\$302,857.30	\$0.00
2	Cabinetry	\$30,050.24						\$30,050.24	\$0.00
3	Concrete and Asphalt	\$5,569.10						\$5,569.10	\$0.00
4	Content Manipulation	\$700.76		\$171.69		\$171.69	24.50%	\$529.07	\$17.17
5	General Demolition	\$612,519.06		\$459,389.28		\$459,389.28	75.00%	\$153,129.78	\$45,938.93
6	Doors-Interior & Exterior	\$408,690.95						\$408,690.95	\$0.00
7	Drywall	\$246,518.85						\$246,518.85	\$0.00
8	**Electrical	\$3,304,955.60		\$404,526.49		\$404,526.49	12.24%	\$2,900,429.11	\$40,452.65
9	**Electrical-Special Systems	\$271,265.69						\$271,265.69	\$0.00
10	Misc. Equipment - Commercial	\$10,676.05						\$10,676.05	\$0.00
11	Heavy Equipment	\$24,007.63		\$3,802.81		\$3,802.81	15.84%	\$20,204.82	\$380.28
12	Floor Covering	\$433,762.74						\$433,762.74	\$0.00
13	Permits & Fees	\$704,975.41		\$335,910.21		\$335,910.21	47.65%	\$369,065.20	\$33,591.02
14	Framing & Rough Carpentry	\$139,475.02		\$15,063.30		\$15,063.30	10.80%	\$124,411.72	\$1,506.33
15	Labor Only	\$676,542.46		\$73,066.59		\$73,066.59	10.80%	\$603,475.87	\$7,306.66
16	Masonry	\$16,173.83						\$16,173.83	\$0.00
17	Metal Structures & Components	\$76,535.04		\$22,042.09		\$22,042.09	28.80%	\$54,492.95	\$2,204.21
18	Paneling and wood wall finishes	\$613.87						\$613.87	\$0.00
19	Painting	\$251,074.03						\$251,074.03	\$0.00
20	Roofing	\$3,034,824.31		\$546,268.38		\$546,268.38	18.00%	\$2,488,555.93	\$54,626.84
21	Sofit, Fascia, and Gutter	\$24,622.62						\$24,622.62	\$0.00
22	Specialty items to complete all class	\$159,685.07		\$28,743.31		\$28,743.31	18.00%	\$130,941.76	\$2,874.33
23	Stucco and Exterior Plaster	\$188,816.79						\$188,816.79	\$0.00
24	Windows-Aluminum	\$743,138.28		\$187,270.85		\$187,270.85	25.20%	\$555,867.43	\$18,727.09
25	Canopies	\$280,110.68						\$280,110.68	\$0.00
26	HVAC	\$3,426,204.53		\$616,716.82		\$616,716.82	18.00%	\$2,809,487.71	\$61,671.68
27	Fire Suppression Systems	\$1,031,679.35		\$185,702.28		\$185,702.28	18.00%	\$845,977.07	\$18,570.23
28	Temp Control HVAC	\$330,916.02						\$330,916.02	\$0.00
GRAND TOTALS		\$18,738,961.28	\$0.00	\$2,878,674.10	\$0.00	\$2,878,674.10	17%	\$13,858,287.18	\$287,867.41

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
 APPLICATION DATE: 2/24/09
 PERIOD TO: 2/24/09

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Page 2 Subtotals	\$16,736,961.28	\$0.00	\$2,878,674.10	\$0.00	\$2,878,674.10	17.20%	\$13,858,287.18	\$287,867.41
29	Plumbing ADA	\$311,450.37		\$56,061.07		\$56,061.07	18.00%	\$255,389.30	\$5,606.11
30	Boilers	\$684,407.00						\$684,407.00	
31	Contingency	\$1,057,863.66						\$1,057,863.66	
GRAND TOTALS		\$18,790,682.31	\$0.00	\$2,934,735.17	\$0.00	\$2,934,735.17	35%	\$15,855,947.14	\$293,473.52

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 4/3/09

VENDOR'S NAME ARE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY 1,622,907.31

LOCATION _____

ROUTING:

Principal/Director _____

Asst. Superintendent _____

Purchasing Agent _____

Accounts Payable _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3 PAGES

TO OWNER: Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle
 School

APPLICATION NO: 2
 DATE: 3/24/2009
 PERIOD TO: 3/24/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:
 John H. Elamad PE CGC
 ECM
 4639 Gulf Starr Drive
 Destin, FL 32541

PROJECT NOS: PO# 152 694
 CONTRACT DATE: 2/19/2009

Revised March 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Confirmation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 18,790,682.31
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 18,790,682.31
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,737,965.31
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 473,796.55
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 473,796.55
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 4,264,168.96
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ (2,641,261.65)
- 8. CURRENT PAYMENT DUE \$
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 14,526,513.35

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

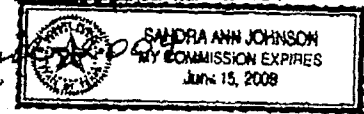
CONTRACTOR:

Elin Booth

04/01/09

By: _____ Date: _____

State of: Texas County of: Harris
 Subscribed and sworn to before me this 1st day of April 2009
 Notary Public: *Sandra Ann Johnson*
 My Commission expires: 6-15-2009



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,622,907.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad PE CGC

By: *John H. Elamad* Date: 4/2/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
APPLICATION DATE: 3/24/09

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 3/24/09

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C + G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)	%		
1	Acoustical Treatments	\$302,857.30		\$30,185.70		\$30,185.70	9.97%	\$272,671.60	\$3,018.57
2	Cabinetry	\$30,050.24						\$30,050.24	\$0.00
3	Concrete and Asphalt	\$5,569.10						\$5,569.10	\$0.00
4	Content Manipulation	\$700.76	\$171.69	\$250.00		\$421.69	60.18%	\$279.07	\$42.17
5	General Demolition	\$612,519.06	\$459,389.28	\$100,000.00		\$559,389.28	91.33%	\$53,129.78	\$55,938.93
6	Doors-Interior & Exterior	\$408,690.95		\$150,000.00		\$150,000.00	36.70%	\$258,690.95	\$15,000.00
7	Drywall	\$246,518.85						\$246,518.85	\$0.00
8	**Electrical	\$3,304,955.60	\$404,526.49	\$500,000.00		\$904,526.49	27.37%	\$2,400,429.11	\$90,452.65
9	**Electrical-Special Systems	\$271,265.69		\$50,000.00		\$50,000.00		\$271,265.69	\$5,000.00
10	Misc. Equipment - Commercial	\$10,676.05		\$2,000.00		\$2,000.00	18.73%	\$8,676.05	\$200.00
11	Heavy Equipment	\$24,007.63	\$3,802.81	\$5,000.00		\$8,802.81	36.67%	\$15,204.82	\$880.28
12	Floor Covering	\$433,762.74						\$433,762.74	\$0.00
13	Permits & Fees	\$704,975.41	\$335,910.21	\$225,000.00		\$560,910.21	79.56%	\$144,065.20	\$56,091.02
14	Framing & Rough Carpentry	\$139,475.02	\$15,063.30	\$75,000.00		\$90,063.30	64.57%	\$49,411.72	\$9,006.33
15	Labor Only	\$676,542.46	\$73,066.59	\$250,000.00		\$323,066.59	47.75%	\$353,475.87	\$32,306.66
16	Masonry	\$16,173.83						\$16,173.83	\$0.00
17	Metel Structures & Components	\$76,535.04	\$22,042.09	\$25,000.00		\$47,042.09	61.46%	\$29,492.95	\$4,704.21
18	Paneling and wood wall finishes	\$613.87						\$613.87	\$0.00
19	Painting	\$251,074.03						\$251,074.03	\$0.00
20	Roofing	\$3,034,824.31	\$546,268.38	\$85,000.00		\$631,268.38	20.80%	\$2,403,555.93	\$63,126.84
21	Sofit, Fascia, and Gutter	\$24,622.62						\$24,622.62	\$0.00
22	Specialty items to complete all glass	\$159,685.07	\$28,743.31	\$7,800.00		\$36,543.31	22.70%	\$123,141.76	\$5,624.33
23	Stucco and Exterior Plaster	\$188,816.79						\$188,816.79	\$0.00
24	Windows-Aluminum	\$743,138.28	\$187,270.85			\$187,270.85	25.20%	\$555,867.43	\$18,727.09
25	Canopies	\$280,110.68						\$280,110.68	\$0.00
26	HVAC	\$3,426,204.53	\$616,716.82	\$100,000.00		\$716,716.82	20.92%	\$2,709,487.71	\$71,671.68
27	Fire Suppression Systems	\$1,031,679.35	\$185,702.28	\$20,633.59		\$206,335.87	20.00%	\$825,343.48	\$20,633.59
28	Temp Control HVAC	\$330,916.02		\$25,000.00		\$25,000.00	7.55%	\$305,916.02	\$2,500.00
GRAND TOTALS		\$16,736,961.28	\$2,878,674.10	\$1,650,569.29	\$0.00	\$4,479,243.39	26.76%	\$12,257,717.89	\$452,924.34

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 2
 APPLICATION DATE: 3/24/09
 PERIOD TO: 3/24/09

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Page 2 Subtotals	\$16,736,961.28	\$2,878,674.10	\$1,650,569.29	\$0.00	\$4,529,243.39	27.06%	\$12,207,717.89	\$452,924.34
29	Plumbing ADA	\$311,450.37	\$56,061.07	\$50,000.00		\$106,061.07	34.05%	\$205,389.30	\$10,606.11
30	Boilers	\$684,407.00		\$102,661.05		\$102,661.05	15.00%	\$581,745.95	\$10,266.11
31	Contingency	\$1,057,863.66						\$1,057,863.66	\$0.00
GRAND TOTALS		\$18,790,682.31	\$2,934,735.17	\$1,803,230.34	\$0.00	\$4,737,965.51	76%	\$14,052,716.80	\$473,755.55

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR
INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 5/5/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY 1,385,240³²

LOCATION _____

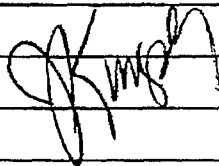
ROUTING:

Principal/Director _____

Asst. Superintendent _____

Purchasing Agent _____

Accounts Payable _____



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3 PAGES

TO OWNER: Beaumont ISD
Attn: Ms. Jane Kingsley
3395 Harrison Avenue
Beaumont, TX 77706

PROJECT: BISD Smith Middle School

APPLICATION NO: 3
DATE: 4/24/2009
PERIOD TO: 4/24/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
HRE, Inc.
530 N. Sam Houston Pkwy, E., #300
Houston, TX 77060

VIA ARCHITECT:
John H. Elamad PE CGC
ECM
4639 Gulf Starr Drive
Destin, FL 32541

PROJECT NOS: PO# 152 694
CONTRACT DATE: 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	<u>18,790,682.31</u>
2. Net change by Change Orders	\$	<u> </u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>18,790,682.31</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>6,277,121.42</u>
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	<u>627,712.14</u>
b. % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>627,712.14</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	<u>5,649,409.28</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>(4,264,168.96)</u>
8. CURRENT PAYMENT DUE	\$	<u>1,385,240.32</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>13,141,273.03</u>

CONTRACTOR:

By: Eric Booth Date: 4/27/2009

State of: Texas County of: Harris
Subscribed and sworn to before me this 27th day of April 2009
Notary Public: Sandra Ann Johnson
My Commission expires: 6-15-2009



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,385,240.32

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad PE CGC
By: John H. Elamad Date: 5/4/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3
APPLICATION DATE: 4/24/09

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/24/09

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H % (G - C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		F	% (D+E+F)			
1	Acoustical Treatments	\$302,857.30	\$30,185.70			\$30,185.70	9.97%	\$272,671.60	\$3,018.57	
2	Cabinetry	\$30,050.24						\$30,050.24	\$0.00	
3	Concrete and Asphalt	\$5,569.10						\$5,569.10	\$0.00	
4	Content Manipulation	\$700.76	\$421.69	279.07		\$700.76	100.00%		\$700.76	
5	General Demolition	\$612,519.06	\$559,389.28			\$559,389.28	91.33%	\$53,129.78	\$55,938.93	
6	Doors-Interior & Exterior	\$408,690.95	\$150,000.00			\$150,000.00	36.70%	\$258,690.95	\$15,000.00	
7	Drywall	\$246,518.85		50,000.00		\$50,000.00	20.28%	\$196,518.85	\$5,000.00	
8	**Electrical	\$3,304,955.60	\$904,526.49	\$25,000.00		\$1,429,526.49	43.25%	\$1,875,429.11	\$142,952.65	
9	**Electrical-Special Systems	\$271,265.69	\$50,000.00	100,000.00		\$150,000.00	55.30%	\$121,265.69	\$15,000.00	
10	Misc. Equipment - Commercial	\$10,676.05	\$2,000.00	2,900.00		\$4,900.00	45.90%	\$5,776.05	\$490.00	
11	Heavy Equipment	\$24,007.63	\$8,802.81	3,800.00		\$12,602.81	52.50%	\$11,404.82	\$1,200.28	
12	Floor Covering	\$433,762.74						\$433,762.74	\$0.00	
13	Permits & Fees	\$704,975.41	\$560,910.21	101,000.00		\$661,910.21	93.89%	\$43,065.20	\$66,191.02	
14	Framing & Rough Carpentry	\$139,475.02	\$90,063.30	3,500.00		\$93,563.30	67.08%	\$45,911.72	\$9,356.33	
15	Labor Only	\$676,542.46	\$323,066.59	98,000.00		\$421,066.59	62.24%	\$255,475.87	\$42,106.66	
16	Masonry	\$16,173.83						\$16,173.83	\$0.00	
17	Metal Structures & Components	\$76,535.04	\$47,042.09	5,800.00		\$52,842.09	69.04%	\$23,692.95	\$5,284.21	
18	Paneling and wood wall finishes	\$613.87						\$613.87	\$0.00	
19	Painting	\$251,074.03		125,000.00		\$125,000.00	49.79%	\$126,074.03	\$12,500.00	
20	Roofing	\$3,034,824.31	\$631,268.38	63,126.84		\$694,395.22	22.88%	\$2,343,426.09	\$69,439.82	
21	Soffit, Fascia, and Gutter	\$24,622.62		50,000.00		\$50,000.00	203.07%	(\$25,377.38)	\$5,000.00	
22	Specialty items to complete all class	\$159,685.07	\$36,243.31			\$36,243.31	22.70%	\$123,441.76	\$3,624.33	
23	Stucco and Exterior Plaster	\$188,816.79						\$188,816.79	\$0.00	
24	Windows-Aluminum	\$743,138.28	\$187,270.85			\$187,270.85	25.20%	\$555,867.43	\$18,727.09	
25	Canopies	\$280,110.68						\$280,110.68	\$0.00	
26	HVAC	\$3,426,204.53	\$716,716.82	225,750.00		\$942,466.82	27.51%	\$2,483,737.71	\$94,246.68	
27	Fire Suppression Systems	\$1,031,679.35	\$206,335.87			\$206,335.87	20.00%	\$825,343.48	\$20,633.59	
28	Temp Control HVAC	\$330,916.02	\$25,000.00	\$25,000.00		\$60,000.00	18.13%	\$270,916.02	\$6,000.00	
GRAND TOTALS		\$16,736,961.28	\$4,529,243.39	\$1,389,155.91	\$0.00	\$5,918,399.30	35.36%	\$10,818,561.98	\$991,839.93	

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO. 3

APPLICATION DATE: 4/24/09

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 4/24/09

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO. N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D - E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
	Page 2 Subtotals	\$16,736,961.28	\$4,329,243.39	\$1,389,155.91	\$0.00	\$5,918,399.30	35.36%	\$10,818,561.98	\$591,839.95
29	Plumbing ADA	\$311,450.37	\$106,061.07	75,000.00		\$181,061.07	58.13%	\$130,389.30	\$18,106.11
30	Boilers	\$684,407.00	\$102,661.05	75,000.00		\$177,661.05	25.96%	\$506,745.95	\$17,766.11
31	Contingency	\$1,057,863.66						\$1,057,863.66	\$0.00
	GRAND TOTALS	\$18,790,682.31	\$4,737,965.51	\$1,539,155.91	\$0.00	\$6,277,121.42	33%	\$12,513,560.89	\$627,712.14

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building. _____

TODAY'S DATE 6/2/09 CR 557444
6/18/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

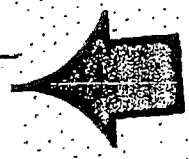
ACCOUNT NUMBER _____

AMOUNT TO PAY 3,465,958⁵⁰

LOCATION _____

ROUTING:

Principal/Director _____
Asst. Superintendent _____
Purchasing Agent _____
Accounts Payable _____



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3 PAGES

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISSD Smith Middle
 School

APPLICATION NO: 4
 DATE: 5/23/2009

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E. #300
 Houston, TX 77060

VIA ARCHITECT:
 John H. Elamad PE CGC
 ECM
 4639 Gulf Starr Drive
 Destin, FL 32541

PERIOD TO: 5/23/2009

PROJECT NOS: PO# 152 694

CONTRACT DATE 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached

- 1. ORIGINAL CONTRACT SUM \$ 18,790,682.31
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 18,790,682.31
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 10,128,186.42
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 1,012,818.64
 (Column D + E on G703)
 - b. % of Stored Material \$
 (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,012,818.64
- 6. TOTAL EARNED LESS RETAINAGE \$ 9,115,367.78
 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ (5,649,409.28)
- 8. CURRENT PAYMENT DUE \$ 3,465,958.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 9,675,314.53
 (Line 3 less Line 6)

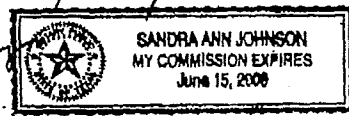
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Eric Beattie*

By: _____ Date: 5/26/2009

State of: Texas County of: Harris
 Subscribed and sworn to before me this 26th day of May
 Notary Public: *Sandra Ann Johnson*
 My Commission expires: 6-15-2009



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 3,465,958.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad PE CGC

By: *John H. Elamad* Date: 5/29/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4
 APPLICATION DATE: 5/23/09
 PERIOD TO: 5/23/09
 ARCHITECT'S PROJECT NO: N/A

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G + C)			
1	Acoustical Treatments	\$302,857.30	\$30,185.70	\$75,000.00		\$105,185.70	34.73%	\$197,671.60	\$10,518.57
2	Cabinetry	\$30,050.24						\$30,050.24	\$0.00
3	Concrete and Asphalt	\$5,569.10						\$5,569.10	\$0.00
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$559,389.28			\$559,389.28	91.33%	\$53,129.78	\$55,938.93
6	Doors-Interior & Exterior	\$408,690.95	\$150,000.00			\$150,000.00	36.70%	\$258,690.95	\$15,000.00
7	Drywall	\$246,518.85	\$50,000.00			\$50,000.00	20.28%	\$196,518.85	\$5,000.00
8	**Electrical	\$3,304,955.60	\$1,429,526.49	750,000.00		\$2,179,526.49	65.95%	\$1,125,429.11	\$217,952.65
9	**Electrical-Special Systems	\$271,265.69	\$150,000.00	40,000.00		\$190,000.00	70.04%	\$81,265.69	\$19,000.00
10	Misc. Equipment - Commercial	\$10,676.05	\$4,900.00			\$4,900.00	45.90%	\$5,776.05	\$490.00
11	Heavy Equipment	\$24,007.63	\$12,602.81	9,000.00		\$21,602.81	89.98%	\$2,404.82	\$2,160.28
12	Floor Covering	\$433,762.74						\$433,762.74	\$0.00
13	Permits & Fees	\$704,975.41	\$661,910.21	43,065.00		\$704,975.21	100.00%	\$0.20	\$70,497.52
14	Framing & Rough Carpentry	\$139,475.02	\$93,563.30			\$93,563.30	67.08%	\$45,911.72	\$9,356.33
15	Labor Only	\$676,542.46	\$421,066.59	130,000.00		\$551,066.59	81.45%	\$125,475.87	\$55,106.66
16	Masonry	\$16,173.83						\$16,173.83	\$0.00
17	Metal Structures & Components	\$76,535.04	\$52,842.09			\$52,842.09	69.04%	\$23,692.95	\$5,284.21
18	Paneling and wood wall finishes	\$613.87						\$613.87	\$0.00
19	Painting	\$251,074.03	\$125,000.00			\$125,000.00	49.79%	\$126,074.03	\$12,500.00
20	Roofing	\$3,034,824.31	\$694,395.22	1,014,000.00		\$1,708,395.22	56.29%	\$1,326,429.09	\$170,839.52
21	Soffit, Fascia, and Gutter	\$24,622.62	\$30,000.00			\$50,000.00	203.07%	(\$25,377.38)	\$5,000.00
22	Specialty items to complete 1 st class	\$159,685.07	\$36,243.31			\$36,243.31	22.70%	\$123,441.76	\$3,624.33
23	Stucco and Exterior Plaster	\$188,816.79						\$188,816.79	\$0.00
24	Windows-Aluminum	\$743,138.28	\$187,270.85			\$187,270.85	25.20%	\$555,867.43	\$18,727.09
25	Canopies	\$280,110.68						\$280,110.68	\$0.00
26	HVAC	\$3,426,204.53	\$942,466.82	1,390,000.00		\$2,332,466.82	68.08%	\$1,093,737.71	\$233,246.68
27	Fire Suppression Systems	\$1,031,679.35	\$206,335.87	\$400,000.00		\$606,335.87	58.77%	\$425,343.48	\$60,633.59
28	Temp Control HVAC	\$330,916.02	\$60,000.00			\$60,000.00	18.13%	\$270,916.02	\$6,000.00
GRAND TOTALS		\$16,736,961.28	\$5,918,399.30	\$3,851,065.00	\$0.00	\$9,769,464.30	58.37%	\$6,967,496.98	\$976,946.43

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4
 APPLICATION DATE: 5/23/09
 PERIOD TO: 5/23/09

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Page 2 Subtotals	\$16,736,961.28	\$5,918,399.30	\$3,851,065.00	\$0.00	\$9,769,464.30	58.37%	\$6,967,496.98	\$976,946.43
29	Plumbing ADA	\$311,459.37	\$181,061.07			\$181,061.07	58.13%	\$130,389.30	\$18,106.11
30	Boilers	\$684,407.00	\$177,661.05			\$177,661.05	25.96%	\$506,745.95	\$17,766.11
31	Contingency	\$1,057,863.66						\$1,057,863.66	\$0.00
	GRAND TOTALS	\$18,790,682.31	\$6,277,121.42	\$3,851,065.00	\$0.00	\$10,128,186.42	54%	\$8,662,495.89	\$1,012,818.64

Users may obtain validation of this document by requesting a complete AIA Document D401 - Certification of Document's Authenticity

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED! _____
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 6/25/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY \$2,878,009⁷⁴ + 148,500⁰⁰ (3,026,509⁷⁴)

LOCATION Smith

ROUTING:

- Principal/Director _____
- Asst. Superintendent _____
- Purchasing Agent _____
- Accounts Payable _____

6/25/09
CR
run

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAID EDITION 1 of 3 PAGES

P. 2/3

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BJSJ Smith Middle School

APPLICATION NO 5
DATE: 6/23/2009
PERIOD TO: 6/23/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:
 John H. Elamad PE CGC
 ECM
 4639 Gulf Star Drive
 Destin, FL 32541

PROJECT NOS: PO# 152 694
CONTRACT DATE 2/19/2009

TD: 14B96175184

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

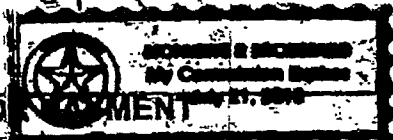
- 1. ORIGINAL CONTRACT SUM \$ 18,790,682.31
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 18,790,682.31
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 13,325,975.02
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 1,332,597.50
(Column D + E on G703)
 - b. % of Stored Material \$
(Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,332,597.50
- 6. TOTAL EARNED LESS RETAINAGE \$ 11,993,377.52
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ (9,115,367.78)
- 8. CURRENT PAYMENT DUE \$ 2,878,009.74
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 6,797,304.79
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: Elin Douthett Date: 6-24-09

State of: Texas County of: Harris
 Subscribed and sworn to before me this 6/24/09 day of
 Notary Public:
 My Commission expires: July 21, 2010



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 2,878,009.74

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: John H. Elamad PE CGC

By: John H. Elamad Date: 6/24/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

JUN-25-2009 07:24a FROM:

RECEIVED
 JUN 24 2009
 CHIEF FINANCIAL OFFICER

Hampton Inn Hobby
 8620 Airport Blvd
 Houston, TX 77061
 Ph: 713-641-6400
 Fx: 713-641-5888

Hampton Inn-Houston/Hobby Airport

To: Ms. Kingsley Fax: 1409-617-5184
 From: John Elawad Date: 6/25/09
 Re: _____ Total Pages: 3 (w/cover sheet)
 CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

I was not able to scan, so I am
 faxing the signed doc. to Dr. Thomas's
 fax machine. I sent you
 an e-mail indicating this.
 Call me if you have any questions.

John Elawad

HAMPTON INN HOBBY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page ONE OF 1 of 2 PAGES

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle
 School

APPLICATION NO: 1
 DATE: 6/23/2009
 PERIOD TO: 6/23/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:

PROJECT NOS: PO# 152 694

CONTRACT DATE 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 433,864.64
- 2. Net change by Change Orders \$
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 433,864.64
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 165,000.00
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 16,500.00
 (Column D + E on G703)
 - b. % of Stored Material \$
 - (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 16,500.00
- 6. TOTAL EARNED LESS RETAINAGE \$ 148,500.00
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- 8. CURRENT PAYMENT DUE \$ 148,500.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 285,364.64
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

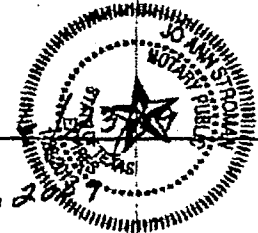
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Eric Baether*

Date:

State of: Texas County of: Harris
 Subscribed and sworn to before me this 23rd day of June, 2009
 Notary Public: *JO ANN STROMMAN*
 My Commission expires: *Jan 28, 2013*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 148,500.00

(Attach explanation if amount certified differs from amount applied. Initial all figures on this Application and attach Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: *John H. Elamand*

Date: *6/24/09*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

P. 3/3

TO: 140866175184

JUN-25-2009 07:25A FROM:

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order

BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!

- Sign your name and "OK TO PAY" on each invoice
- Be sure the purchase order number is on each invoice(s)
- Have the director/principal sign at the bottom of this form
- Forward To Jane Kingsley's office, Administration Building

TODAY'S DATE

8/5/09

VENDOR'S NAME

HRE

BLANKET PO NUMBER

152694

ACCOUNT NUMBER

Appl. # 2

Appl. # 6

AMOUNT TO PAY

63,663²⁶

2,553,967⁶⁴

LOCATION

ROUTING:

Principal/Director

Carol Thomas

8/6/2009

Asst. Superintendent

Purchasing Agent

Accounts Payable

Blanket PO form updated 11-5-2007

7/20/2009

Need check
release on
8/10/09
@ 2:00 PM

JK



Healthy Resources Enterprise, Inc
 530 North Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 www.hre-inc.com

Invoice

Date	Invoice #
7/23/2009	BISD1500107

Bill To
Beaumont ISD 3395 Harrison Avenue Beaumont, TX 77706

Smith

Terms	Due Date	Project
Net 15	8/7/2009	TC-BISD15-001N

Item	Description	Qty	Rate	Amount
701-09-098001	Accoustical Treatments	1	49,386.00	49,386.00
701-06-062000	Cabinetry	1	4,143.71	4,143.71
701-32-321201	Concrete and Asphalt	1	1,095.73	1,095.73
701-02-024001	General Demolition	1	1,129.78	1,129.78
701-08-080001	Doors-Interior & Exterior	1	163,476.38	163,476.38
701-09-090001	Drywall	1	29,193.91	29,193.91
701-26-260001	Electrical	1	605,295.67	605,295.67
701-09-090002	Floor Covering	1	216,881.37	216,881.37
701-00-000000	Labor Only	1	33,827.13	33,827.13
701-04-040001	Masonry	1	3,235.26	3,235.26
701-06-061002	Paneling & wood wall finishes	1	306.94	306.94
701-32-321202	Painting	1	33,520.33	33,520.33
701-07-074000	Roofing	1	492,761.85	492,761.85
701-10-100001	Specialty items to complete all class	1	63,874.02	63,874.02
701-09-090003	Stucco and Exterior Plaster	1	38,290.07	38,290.07
701-08-085101	Windows - Aluminum	1	116,610.52	116,610.52
701-13-131001	Canopies	1	39,055.34	39,055.34
701-23-230001	HVAC	1	405,466.53	405,466.53
701-21-211101	Fire Suppression Systems	1	172,175.55	172,175.55
701-23-230002	Temp Control HVAC	1	66,183.21	66,183.21
701-22-220001	Plumbing ADA	1	62,290.07	62,290.07
701-11-110201	Boilers	1	239,542.45	239,542.45
601-00-004060	Retainage @ 10%	0.1	-2,837,741.82	-283,774.18

RECEIVED
 AUG - 3 2009
 CHIEF FINANCIAL OFFICER

band Thomas

Total	\$2,553,967.64
Payments/Credits	\$0.00
Balance Due	\$2,553,967.64

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 3 PAGES

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle
 School

APPLICATION NO: 6
 DATE: 7.23.2009
 PERIOD TO: 7.23.2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:
 John H. Elamad PE CGC
 ECM
 4639 Gulf Starr Drive
 Destin, FL 32541

PROJECT NOS: PO# 152 694
 CONTRACT DATE 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet. AIA Document G703, is attached.

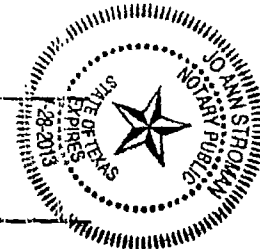
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	18,790,682.31
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	18,790,682.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	16,163,716.85
5. RETAINAGE:		
a. 10 % of Completed Work (Column D - E on G703)	\$	1,616,371.69
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,616,371.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	14,547,345.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(11,993,377.52)
8. CURRENT PAYMENT DUE	\$	2,553,967.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6)	\$	4,243,337.15

CONTRACTOR:

By: Edie Burt Date: _____

State of: Texas County of: Harris
 Subscribed and sworn to before me this 30th day of July, 2009
 Notary Public: John Sharma
 My Commission expires: Jan 28, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 2,553,967.64

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad
 By: John H. Elamad Date: 7/21/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Handwritten signature: Paul Thomas

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGE 5

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 7/25/2009

In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 7/23/2009
ARCHITECT'S PROJECT NO: N/A

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Acoustical Treatments	\$302,857.30	\$208,042.70	\$49,386.01		\$257,428.71	85.00%	\$45,428.59	\$25,742.87
2	Cabinetry	\$30,050.24	\$22,000.00	\$4,143.71		\$26,143.71	87.00%	\$3,906.53	\$2,614.37
3	Concrete and Asphalt	\$5,569.10	\$4,000.00	\$1,095.73		\$5,095.73	91.50%	\$473.37	\$509.57
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$611,389.28	\$1,129.78		\$612,519.06	100.00%		\$61,251.91
6	Doors-Interior & Exterior	\$408,690.95	\$204,345.48	\$163,476.38		\$367,821.86	90.00%	\$40,869.09	\$36,782.19
7	Drywall	\$246,518.85	\$205,000.00	29,193.91		\$234,193.91	95.00%	\$123,244.94	\$23,419.39
8	**Electrical	\$3,304,955.60	\$2,534,413.15	605,295.67		\$3,139,708.82	95.00%	\$165,246.78	\$313,970.88
9	**Electrical-Special Systems	\$271,265.69	\$265,150.00			\$265,150.00	97.75%	\$6,115.69	\$26,515.00
10	Misc. Equipment - Commercial	\$10,676.05	\$10,676.05			\$10,676.05	100.00%		\$1,067.61
11	Heavy Equipment	\$24,007.63	\$24,007.63			\$24,007.63	100.00%		\$2,400.76
12	Floor Covering	\$433,762.74	\$108,440.69	\$216,881.37		\$325,322.06	75.00%	\$108,440.68	\$12,532.21
13	Permits & Fees	\$704,975.41	\$704,975.41			\$704,975.41	100.00%		\$70,497.54
14	Framing & Rough Carpentry	\$139,475.02	\$137,563.30			\$137,563.30	98.63%	\$1,911.72	\$13,756.33
15	Labor Only	\$676,542.46	\$608,888.21	33,827.15		\$642,715.34	95.00%	\$33,827.12	\$64,271.53
16	Masonry	\$16,173.83	\$9,703.80	\$3,235.26		\$12,939.06	80.00%	\$3,234.77	\$1,293.91
17	Metal Structures & Components	\$76,535.04	\$73,842.09			\$73,842.09	96.48%	\$2,692.95	\$7,384.21
18	Paneling and wood wall finishes	\$613.87		\$306.94		\$306.94	50.00%	\$306.93	\$30.69
19	Painting	\$251,074.03	\$205,000.00	33,520.33		\$238,520.33	95.00%	\$12,553.70	\$23,852.03
20	Roofing	\$3,034,824.31	\$2,238,580.03	492,761.85		\$2,731,341.88	90.00%	\$303,482.43	\$273,134.19
21	Sofit, Fascia, and Gutter	\$24,622.62	\$24,622.62			\$24,622.62	100.00%		\$2,462.26
22	Specialty items to complete all class	\$159,685.07	\$79,842.54	\$63,874.02		\$143,716.56	90.00%	\$15,968.51	\$14,371.66
23	Stucco and Exterior Plaster	\$188,816.79	\$75,000.00	\$38,290.07		\$113,290.07	60.00%	\$75,526.72	\$11,329.01
24	Windows-Aluminum	\$743,138.28	\$589,370.85	\$116,610.52		\$705,981.37	95.00%	\$37,156.91	\$70,598.14
25	Canopies	\$280,110.68	\$101,000.00	\$39,055.34		\$140,055.34	50.00%	\$140,055.34	\$14,005.53
26	HVAC	\$3,426,204.53	\$2,746,641.64	405,466.53		\$3,152,108.17	92.00%	\$274,096.36	\$315,210.82
27	Fire Suppression Systems	\$1,031,679.35	\$756,335.87	\$172,175.55		\$928,511.42	90.00%	\$103,167.93	\$92,851.14
28	Temp Control HVAC	\$330,916.02	\$182,003.81	\$66,183.21		\$248,187.02	75.00%	\$82,729.00	\$24,818.70
GRAND TOTALS		\$16,736,961.28	\$12,731,535.91	\$2,535,909.31	\$0.00	\$15,267,445.22	91.22%	\$1,469,516.06	\$1,526,744.52

Users may obtain validation of this document by requesting of the licensee a completed AIA Document B401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 6
APPLICATION DATE: 7/23/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/23/2009

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	Page 2 Subtotals	\$16,736,961.28	\$12,731,535.91	\$2,535,909.31	\$0.00	\$15,267,445.22	91.22%	\$1,469,516.06	\$1,526,744.52
29	Plumbing ADA	\$311,450.37	\$218,015.26	62,290.07		\$280,305.33	90.00%	\$31,145.04	\$28,030.53
30	Boilers	\$684,407.00	\$376,423.85	239,542.45		\$615,966.30	90.00%	\$68,440.70	\$61,596.63
31	Contingency	\$1,057,863.66						\$1,057,863.66	\$0.00
GRAND TOTALS		\$18,790,682.31	\$13,325,975.02	\$2,837,741.83	\$0.00	\$16,163,716.85	86.02%	\$2,626,965.46	\$1,516,371.69

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Healthy Resources Enterprise, Inc
 530 North Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 www.hrc-inc.com

Invoice

Date	Invoice #
7/23/2009	BISD1500108

Bill To
Beaumont ISD 3395 Harrison Avenue Beaumont, TX 77706

Smith

Terms	Due Date	Project
Net 15	8/7/2009	TC-BISD15-001N

Item	Description	Qty	Rate	Amount
701-13-131005	ADA Ramps and Railings	1	16,152.04	16,152.04
701-13-131002	Sidewalks	1	45,614.50	45,614.50
701-32-329011	Landscaping	1	8,970.42	8,970.42
601-00-004060	Retainage @ 10%	0.1	-70,736.96	-7,073.70

RECEIVED
 AUG - 3 2009
 CHIEF FINANCIAL OFFICER

Barbara Thomas

Total	\$63,663.26
Payments/Credits	\$0.00
Balance Due	\$63,663.26

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER Beaumont ISD Attn: Ms. Jane Kingsley 3395 Harrison Avenue Beaumont, TX 77706	PROJECT BISD Smith Middle School	APPLICATION NO. 2 DATE: 7/23/2009	Distribution to <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR HRJE, Inc. 530 N. Sam Houston Pkwy. E., #300 Houston, TX 77060	VIA ARCHITECT	PERIOD TO: 7/23/2009	
		PROJECT NOS. PO# 152 694	
		CONTRACT DATE 2/19/2009	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	433,864.64
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	433,864.64
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	235,736.96
5 RETAINAGE		
a <u>10</u> % of Completed Work (Column D + F on G703)	\$	23,573.70
b <u> </u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lanes 5a + 5b or Total in Column I of G703)	\$	23,573.70
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	212,163.26
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(148,500.00)
8 CURRENT PAYMENT DUE	\$	63,663.26
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	221,701.38

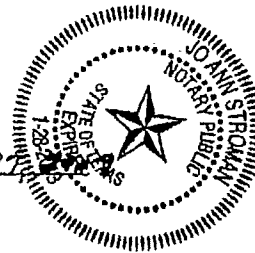
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Eric Baer Date: July 27, 2009

State of: Texas County of: Harris
Subscribed and sworn to before me this 27th day of July, 2009
Notary Public: Ann Sherman
My Commission expires Jan 28, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: ... \$ 603,663.56

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: John H. Edwards Date: 7/31/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Barry Thomas
8/6/2009

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR
INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 9/2/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER 43

AMOUNT TO PAY 95,232⁹⁸ #7
310,174³³

LOCATION _____

ROUTING:

Principal/Director _____

Asst. Superintendent _____

Purchasing Agent _____

Accounts Payable _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3 PAGES

TO OWNER: Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: B:SID Smith Middle School

FROM CONTRACTOR: HRF, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT: John H. Elamad PE CCG
 FCM
 4639 Gulf Starr Drive
 Destin, FL 32541

APPLICATION NO: 7
 DATE: 8/24/2009
 PERIOD TO: 8/24/2009
 PROJECT NOS: PO# 152 694
 CONTRACT DATE: 2/19/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 18,790,682.31
 2. Net change by Change Orders \$
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 18,790,682.31
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 16,508,554.99
 5. RETAINAGE:
 a. 10% of Completed Work \$ 1,650,855.50
 (Column D + E on G703)
 b. % of Stored Material \$
 (Column F on G703)
 Total Retainage (Lines 5a - 5b or Total in Column I of G703) \$ 1,650,855.50
 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 14,857,519.49
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ (14,547,345.16)
 8. CURRENT PAYMENT DUE \$ 310,174.33
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 7 less Line 8) \$ 3,933,162.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of his Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *Edie Carter*

By: _____ Date: 9/1/09
 State of: Texas County of: Harris
 Subscribed and sworn to before me this 2nd day of September, 2009
 Notary Public: *Jo Ann Strawn*
 My Commission expires: Jan 20, 2013

ARCHITECT'S CERTIFICATE FOR PAYMENT

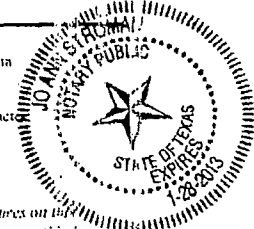
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 310,174.33

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: John H. Elamad PE CCG
 By: *John H. Elamad* Date: 9/1/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Edward Thomas

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGE 11

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached

APPLICATION NO: 7

APPLICATION DATE: 8/24/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/24/2009

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	D WORK COMPLETED		I MATERIALS PRESENTLY STORED ON SITE	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D - F)	F THIS PERIOD		C COSTS PAID AND STORED ON SITE (G - F)	% OF C1		
1	Acoustical Treatments	\$302,857.30	\$257,428.71	\$59,371.24		\$296,809.15	98.00%	\$6,057.15	\$20,630.02
2	Cabinetry	\$80,050.24	\$26,143.71			\$26,143.71	87.00%	\$3,906.53	\$2,814.33
3	Concrete and Asphalt	\$5,569.10	\$5,095.73	\$473.37		\$5,569.10	100.00%		\$536.91
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$612,519.06			\$612,519.06	100.00%		\$61,251.91
6	Floors-Interior & Exterior	\$408,690.95	\$367,821.86			\$367,821.86	90.00%	\$40,869.09	\$36,732.19
7	Drywall	\$246,518.85	\$234,193.91	12,324.94		\$246,518.85	100.00%		\$24,351.89
8	**Electrical	\$3,304,955.60	\$3,139,708.82			\$3,139,708.82	95.00%	\$165,246.78	\$13,970.88
9	**Electrical-Special Systems	\$271,265.69	\$265,150.00	6,115.69		\$271,265.69	100.00%		\$27,126.57
10	Misc. Equipment - Commercial	\$10,676.65	\$10,676.65			\$10,676.65	100.00%		\$1,067.61
11	Heavy Equipment	\$24,007.63	\$24,007.63			\$24,007.63	100.00%		\$2,400.76
12	Floor Covering	\$433,762.74	\$325,322.06	\$86,752.54		\$412,074.60	95.00%	\$21,688.14	\$41,207.46
13	Permits & Fees	\$704,975.41	\$704,975.41			\$704,975.41	100.00%		\$70,197.54
14	Framing & Rough Carpentry	\$139,475.02	\$137,563.30			\$137,563.30	98.62%	\$1,911.72	\$13,736.33
15	Labor Only	\$676,542.46	\$642,715.34			\$642,715.34	95.00%	\$33,827.12	\$64,271.53
16	Masonry	\$16,193.83	\$12,939.06	\$2,425.08		\$15,365.14	95.00%	\$808.69	\$1,536.51
17	Metal Structures & Components	\$76,535.04	\$73,842.09	2,692.95		\$76,535.04	100.00%		\$7,633.50
18	Paneling and wood wall finishes	\$613.87	\$306.94	\$306.93		\$613.87	100.00%		\$61.39
19	Painting	\$251,074.03	\$238,520.33			\$238,520.33	95.00%	\$12,553.70	\$23,532.03
20	Roofing	\$3,034,824.31	\$2,731,341.88	(151,741.22)		\$2,579,600.66	85.00%	\$455,223.65	\$257,300.07
21	Soils, Finsco, and Counter	\$24,622.62	\$24,622.62			\$24,622.62	100.00%		\$2,402.26
22	Specialty items to complete all class	\$159,685.07	\$143,716.56	\$7,984.26		\$143,700.82	90.00%	\$7,984.25	\$13,170.08
23	Stucco and Exterior Plaster	\$188,816.79	\$113,290.07	\$57,765.56		\$151,053.43	80.00%	\$37,763.36	\$13,105.31
24	Windows-Aluminum	\$743,138.28	\$705,981.37			\$705,981.37	95.00%	\$37,156.91	\$70,598.14
25	Canopies	\$280,110.68	\$140,055.34			\$140,055.34	50.00%	\$140,055.34	\$14,005.33
26	HVAC	\$3,426,204.53	\$3,152,108.17	102,786.13		\$3,254,694.30	95.00%	\$171,310.23	\$325,380.43
27	Fire Suppression Systems	\$1,031,679.35	\$928,511.42	\$103,167.93		\$1,031,679.35	100.00%	150.00	\$103,167.94
28	Temp Control HVAC	\$330,916.02	\$248,187.02	\$66,183.20		\$314,370.22	95.00%	\$16,545.80	\$31,437.62
GRAND TOTALS		\$16,736,961.28	\$15,267,445.22	\$316,607.60	\$0.00	\$15,594,052.82	93.11%	\$1,152,908.46	\$1,358,403.28

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 7
APPLICATION DATE: 8-24-2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8-24-2009

Use Column I on contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		I MATERIALS PRESENTLY STORED (SCHEDULED VALUE)	G		H BALANCE TO FINISH (C-G)	J RETAINAGE OR VARIABLE RATE
			E FROM PREVIOUS APPLICATION (D-E)	F THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D-F+I)	% (G-C)		
	Page 2 Subtotals	\$16,736,961.28	\$15,267,445.22	\$316,607.60	\$0.00	\$15,584,052.82	93.11%	\$1,152,908.46	\$1,548,405.28
29	Plumbing ADA	\$311,450.37	\$280,305.33	28,030.54		\$508,335.87	99.00%	\$3,114.50	\$10,833.59
30	Boilers	\$684,407.00	\$615,966.30			\$615,966.30	90.00%	\$68,440.70	\$1,596.63
31	Contingency	\$1,057,863.00						\$1,057,863.00	\$0.00
	GRAND TOTALS	\$16,736,962.31	\$16,163,716.85	\$344,638.14	\$0.00	\$16,508,354.99	87.85%	\$2,282,327.32	\$1,630,835.50

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

1 of 2 PAGES

TO: OWNER Beaumont ISD
 Attn: Ms. Jane Kingstev
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle School

APPLICATION NO: 3
 DATE: 8/24/2009
 PERIOD TO: 8/24/2009

Distribution to:	
<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
 HRE, Inc.
 530 N. Sam Houston Pkwy. E., #300
 Houston, TX 77060

VIA ARCHITECT:

PROJECT NOS: PO# 152.694
 CONTRACT DATE: 2-19-2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

1 ORIGINAL CONTRACT SUM	\$	453,864.64
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	453,864.64
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	341,551.38
5 RETAINAGE		
a <u>10</u> % of Completed Work (Column D + F on G703)	\$	34,155.14
b % of Stored Material (Column E on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	34,155.14
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	307,396.24
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(212,163.26)
8 CURRENT PAYMENT DUE	\$	95,232.98
9 BALANCE TO FINISH (INCLUDING RETAINAGE) (Line 5 less Line 6)	\$	126,468.40

CONTRACTOR: Eric Baer
 By: Eric Baer Date: 9/1/09

State of Texas, County of Harris
 Subscribed and sworn to before me this 1st day of September, 2009
 Notary Public: John Sherman
 My Commission expires: Jan 28, 2013

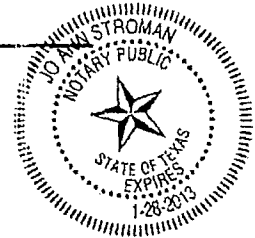
ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED: \$ 95,232.98

Attach explanation of amount certified differs from amount applied, itemize all figures, and Application and on-site Continuation Sheet that are changed to conform with the amount certified.
 ARCHITECT: John H. Elamad
 By: John H. Elamad Date: 9/1/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

Handwritten signature: Janet Home

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
- BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 10/5/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER 70,35391

Contracted

AMOUNT TO PAY \$56,443 ^{#4} \$554,559.16 ^{#8}

Phase 2

Phase 1

LOCATION _____

ROUTING:

Principal/Director _____

Asst. Superintendent _____

Purchasing Agent _____

Accounts Payable _____

[Signature]

10/8/09
OK MUM

[Signature]
Dr Thomas

Lana Thompson

From: Jane Kingsley
Sent: Thursday, October 08, 2009 1:24 PM
To: Lana Thompson
Subject: FW: Smith Pay Application

See the approval below from John Elamad.

Jane Kingsley
Chief Financial Officer
Beaumont Independent School District
skingsl@beaumont.k12.tx.us
409-617-5017

Fax 409-617-5182

-----Original Message-----

From: John Elamad [mailto:jelamad@yahoo.com]
Sent: Thursday, October 08, 2009 1:24 PM
To: Jane Kingsley
Subject: Smith Pay Application

Ms. Kingsley,

Please note that the correct and approved amount for HRE pay application #4 Phase II is \$70,353.97.

Sorry for the confusion.

Thanks,

John Elamad

John H. Elamad, P.E., CGC
Sent from my iPhone

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 5 PAGES

TO OWNER: Beattont ISD Attn: Ms. Lois Kingley 3395 Harrison Avenue Beattont, TX 77706	PROJECT: BISO South Middle School	APPLICATION NO: 8 DATE: 9/25/2009 PERIOD TO: 9/25/2009 PROJECT NOS: PC# 152 654 CONTRACT DATE: 9/25/2009	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: HRS, Inc. 530 S. Sam Houston Pkwy. E., #300 Houston, TX 77060	VIA ARCHITECT: John H. Elamad P.I. C.C. F.O.M. 4639 Gulf Starr Drive Destin, FL 32541		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract Confirmation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACTUAL	\$ 18,794,982.31
2 Net change by Change Orders	
3 CONTRACTUAL MONTHLY (Line 1 + 2)	\$ 18,794,982.31
4 TOTAL COMPLETED & STORED TO DATE (Column 1 + 3)	\$ 17,124,453.18
5 RETAINED	
a. 10% of completed Work (Column 4) - Line 5	\$ 1,712,445.18
b. 10% of Stored Material (Column 4) - Line 5	\$
Total Retention (Lines 5a + 5b)	\$ 1,712,445.18
6 TOTAL EARNED LESS RETAINAGE (Line 4) - Line 5 Total	\$ 15,412,008.00
LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$ 14,857,519.49
7 CURRENT PAYABLE DUE	\$ 554,559.16
8 BALANCE TO BE PAID INCLUDING RETAINAGE (Line 7) - Line 6)	\$ 554,559.16

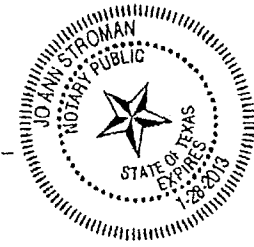
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By Eric Baether Date 9/25/09

State of Texas, County of Harris
 Subscribed and sworn to before me this 25th day of Sept, 2009
 Notary Public, Jo Ann Stroman
 My Commission expires Jan 28, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

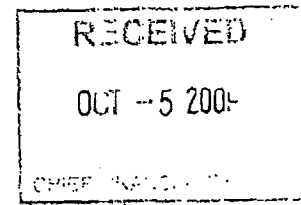
AMOUNT CERTIFIED \$ 554,559.16

Attach explanation if amount certified differs from the amount of prior final all figures shown Application and under Contract. Note that any changes to contract shall be the amount of the ARCHITECT: John H. Elamad P.I. C.C.

By John H. Elamad Date 10/6/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

Jo Ann Stroman



CONTINUATION SHEET

AIA DOCUMENT G713

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 3
APPLICATION DATE: 9/25/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/25/2009

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO BE PAID (C - G)	I RETAINAGE IF VARIABLE RATE
			FRONT PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)		
1	Acoustical Treatments	\$302,857.30	\$296,800.15			\$296,800.15	98.00%	\$6,057.15	\$29,680.02
2	Cabinetry	\$30,050.24	\$26,143.71	\$2,404.02		\$28,547.73	95.00%	\$1,502.51	\$2,854.77
3	Concrete and Asphalt	\$5,569.10	\$5,569.10			\$5,569.10	100.00%		\$556.91
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$612,519.06			\$612,519.06	100.00%		\$61,251.91
6	Doors-Interior & Exterior	\$408,690.95	\$367,821.86	\$20,434.54		\$388,256.40	95.00%	\$20,434.55	\$38,825.64
7	Drywall	\$246,518.85	\$246,518.85			\$246,518.85	100.00%		\$24,651.89
8	**Electrical	\$3,304,955.60	\$3,139,708.82	99,147.67		\$3,238,856.49	98.00%	\$66,999.11	\$323,885.65
9	**Electrical-Special Systems	\$271,265.69	\$271,265.69			\$271,265.69	100.00%		\$27,126.57
10	Misc. Equipment - Commercial	\$10,676.05	\$10,676.05			\$10,676.05	100.00%		\$1,067.61
11	Heavy Equipment	\$24,007.63	\$24,007.63			\$24,007.63	100.00%		\$2,400.76
12	Floor Covering	\$433,762.74	\$412,074.60	\$17,350.51		\$429,425.11	99.00%	\$4,337.13	\$42,942.51
13	Permits & Fees	\$704,975.41	\$704,975.41			\$704,975.41	100.00%		\$70,497.54
14	Framing & Rough Carpentry	\$139,475.02	\$137,563.30			\$137,563.30	98.63%	\$1,911.72	\$13,756.33
15	Labor Only	\$676,542.46	\$642,715.34	20,296.27		\$663,011.61	98.00%	\$11,530.85	\$66,301.16
16	Masonry	\$16,173.83	\$15,365.14			\$15,365.14	95.00%	\$808.69	\$1,536.51
17	Metal Structures & Components	\$76,535.04	\$76,535.04			\$76,535.04	100.00%		\$7,653.50
18	Paneling and wood wall finishes	\$613.87	\$613.87			\$613.87	100.00%		\$61.39
19	Painting	\$251,074.03	\$238,520.33	12,553.70		\$251,074.03	100.00%		\$25,107.40
20	Roofing	\$3,034,824.31	\$2,579,600.66	303,482.43		\$2,883,083.09	95.00%	\$15,741.22	\$288,308.31
21	Sofit, Fascia, and Gutter	\$24,622.62	\$24,622.62			\$24,622.62	100.00%		\$2,462.26
22	Specialty items to complete all class	\$159,685.07	\$151,700.82			\$151,700.82	95.00%	\$7,984.25	\$15,170.08
23	Stucco and Exterior Plaster	\$188,816.79	\$151,053.43	\$37,763.36		\$188,816.79	100.00%	(50.00)	\$18,881.68
24	Windows-Aluminum	\$743,138.28	\$705,981.37			\$705,981.37	95.00%	\$37,156.91	\$70,598.14
25	Canopies	\$280,110.68	\$140,055.34			\$140,055.34	50.00%	\$140,055.34	\$14,005.53
26	HVAC	\$3,426,204.53	\$3,254,894.30	68,524.09		\$3,323,418.39	97.00%	\$102,786.14	\$332,341.84
27	Fire Suppression Systems	\$1,031,679.35	\$1,031,679.35			\$1,031,679.35	100.00%		\$103,167.94
28	Temp Control HVAC	\$330,916.02	\$314,370.22			\$314,370.22	95.00%	\$16,545.80	\$31,437.02
GRAND TOTALS		\$16,736,961.28	\$15,584,052.82	\$581,956.59	\$0.00	\$16,166,009.41	96.59%	\$570,951.87	\$16,600.94

Users may obtain validation of this document by requesting of the licensee a completed AIA Document C401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: B
APPLICATION DATE: 9/25/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/25/2009

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D-E-F)	% (G - C)		
	Page 2 Subtotals	\$16,736,961.28	\$15,584,052.82	\$581,956.59	\$0.00	\$16,166,009.41	96.59%	\$570,951.87	\$1,616,600.94
29	Plumbing ADA	\$311,450.37	\$308,355.87			\$308,335.87	99.00%	\$3,114.50	\$30,833.59
30	Boilers	\$684,407.00	\$615,966.30	34,220.25		\$650,186.55	95.00%	\$34,220.45	\$65,018.66
31	Contingency	\$1,057,863.66						\$1,057,863.66	\$0.00
GRAND TOTALS		\$18,790,682.31	\$16,508,354.99	\$616,176.84	\$0.00	\$17,124,531.83	91.13%	\$1,666,150.48	\$1,712,453.18

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 OF 5 PAGES

<p>TO OWNER: Beaumont ISD Ann. Ms. Jane Kingsley 3395 Harrison Avenue Beaumont, TX 77706</p>	<p>PROJECT: Bisd Smith Middle School</p>	<p>APPLICATION NO: 4 DATE: 9/25/2009 PERIOD TO: 9/25/2009 PROJECT NOS: P0# 152 694 CONTRACT DATE: 2/19/2009</p>	<p>Distribution to</p> <table border="1"> <tr><td>X</td><td>OWNER</td></tr> <tr><td></td><td>ARCHITECT</td></tr> <tr><td></td><td>CONTRACTOR</td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table>	X	OWNER		ARCHITECT		CONTRACTOR				
X	OWNER												
	ARCHITECT												
	CONTRACTOR												
<p>FROM CONTRACTOR: HRE, Inc. 530 N. Sam Houston Pkwy. E., #300 Houston, TX 77060</p>		<p>VIA ARCHITECT:</p>											

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet. AIA Document G703, is attached

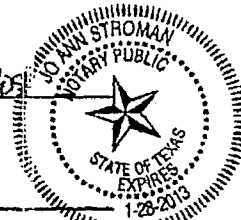
1 ORIGINAL CONTRACT SUM	\$	433,864.64
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	433,864.64
4 TOTAL COMPLETED & STORED TO DATE (Column 4) on G703:	\$	419,722.46
5 RETAINAGE:		
a % of Completed Work (Column D - E on G703)	\$	1,972.25
b % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	41,972.25
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	377,750.21
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	307,396.24
8 CURRENT PAYMENT DUE	\$	70,353.97
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 less Line 6)	\$	56,114.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGE by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid in the Contract for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR

By: Eric Baute Date: 9/25/09
 State of Texas County of Harris
 Subscribed and sworn to before me this 25th day of Sept, 2009
 Notary Public: Jo Ann Stroman
 My Commission expires Jan 28, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

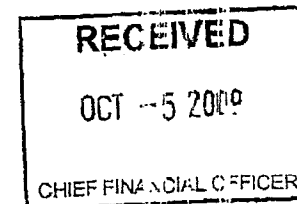
\$ 56,114.43 70,353.97

Attach explanation if amount certified differs from the amount applied, listed all changes on the Application and on the Continuation Sheet that are changed to conform with the amount certified.

By: John H. Elamand Date: 10/1/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Handwritten notes:
 see email from Jane Kingsley
 Handwritten signature: Handwritten Name



BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 11/3/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY 12,727.97 App #5 Phase 2 Final

LOCATION _____

ROUTING:

Principal/Director _____

Asst. Superintendent _____

Purchasing Agent _____

Accounts Payable _____

Dr. Thomas

Carol Thomas

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

11 PAGES

TO OWNER Beaumont ISD
 Attn: Ms Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: Bisd Smith Middle
 School

APPLICATION NO 5
 DATE: 10/23/2009

Distribution to	
<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
 HRF, Inc.
 530 N. Sam Houston Pkwy E., #300
 Houston, TX 77060

VIA ARCHITECT:

PERIOD TO: 10/23/2008

PROJECT NOS PO# 152 694

CONTRACT DATE: 2/19/2006

CONTRACTOR'S APPLICATION FOR PAYMENT

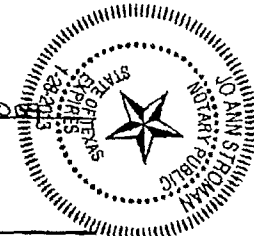
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due:

1 ORIGINAL CONTRACT SUM	\$	433,864.64
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	433,864.64
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	433,864.64
5 RETAINAGE		
a 10 % of Completed Work (Column D + E on G703)	\$	43,386.46
b % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	43,386.46
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	390,478.18
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	\$	(377,750.21)
8 CURRENT PAYMENT DUE	\$	12,727.97
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	43,386.46

CONTRACTOR:
Eric Baer
 By: _____ Date: 10/23/2009

State of Texas County of Harris
 Subscribed and sworn to before me this 23rd day of October, 2009
 Notary Public: *Jo Ann Sherman*
 My Commission expires: *Jan 28, 2013*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 12,727.97

Attach explanation if amount certified differs from the amount applied. Initial all items on this Application and on the Continuation Sheet that are changed in conform with the amount certified.

ARCHITECT:
 By: *John H. Elomad* Date: 11/2/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1997 EDITION, 10/01/97

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-0161

Users may obtain validation of this document by requesting a completed AIA Document G401 - Certification of Document's Authenticity from the Licensee.

Final payment Phase II less retainage
David Thomas



Healthy Resources Enterprise, Inc
 530 North Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 www.hre-inc.com

Invoice

Date	Invoice #
10/23/2009	BISD1500115

Bill To
Beaumont ISD 3395 Harrison Avenue Beaumont, TX 77706

		Terms	Due Date	Project
Item	Description	Qty	Rate	Amount
		Net 15	11/7/2009	TC-BISD15-001N
701-13-131005	ADA Ramps and Railings	1	3,303.07	3,303.07
701-10-105100	Lockers	1	1,868.70	1,868.70
701-32-329011	Landscaping	1	8,970.42	8,970.42
601-00-004060	Retainage @ 10%	0.1	-14,142.18	-1,114.22

Thank you for your business. Please remit your payment to our address listed at top of invoice.

Total:	\$12,727.97
Payments/Credits	\$0.00
Balance Due	\$12,727.97

[Handwritten Signature]
 11/2/09

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 11/3/09

VENDOR'S NAME HRE

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY \$ 1,183,946.83

App 10 Phase 1

LOCATION _____

*Dr Thomas
Principal*

ROUTING:

Principal/Director _____
Asst. Superintendent _____
Purchasing Agent _____
Accounts Payable _____

[Signature]

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 3 PAGES

TO OWNER Beaumont ISD PROJECT: BISD Smith Middle APPLICATION NO 10
 Attn: Ms. Jane Kingsley School DATE: 10/29/2009
 3395 Harrison Avenue
 Beaumont, TX 77706 PERIOD TO: 10/29/2009
 FROM CONTRACTOR: VIA ARCHITECT: PROJECT NOS: PO# 152 694
 HIRE, Inc. John H. Elamad PE CGC
 530 N. Sam Houston Pkwy. E., #310 ECM
 Houston, TX 77060 4639 Gulf Starr Drive
 Destin, FL 32541 CONTRACT DATE 2/19/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

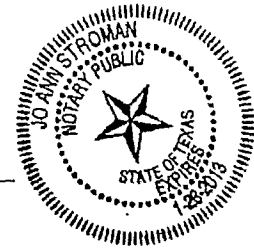
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 18,798,682.31
 2. Net change by Change Orders \$ (89,000.00)
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 18,701,682.31
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 18,440,028.83
 5. RETAINAGE:
 a. 10 % of Completed Work \$ 1,844,002.83
 (Column D - E on G703)
 b. % of Stored Material \$
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 1,844,002.83
 6. TOTAL EARNED LESS RETAINAGE \$ 16,596,025.48
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ (15,412,078.65)
 8. CURRENT PAYMENT DUE \$ 1,183,946.83
 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,105,656.83
 (Line 8 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		(\$89,000.00)
TOTALS		(\$89,000.00)
NET CHANGES by Change Order		(\$89,000.00)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Eric Baute Date: 10/29/2009
 State of: Texas Count of: Harris
 Subscribed and sworn to before me this 29th day of October, 2009
 Notary Public: Jo Ann Stroman
 My Commission expires: Jan 28, 2013



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,183,946.83

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.
 ARCHITECT: John H. Elamad PE CGC

By: John H. Elamad Date: 11/2/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

- 73% of Contin. Funds (Sprinkler system out of landing)
 - 100% Complete on I, less Retainage

Carol Thomas

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 10
APPLICATION DATE: 10/29/2019

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 10/29/2019

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NO. IN D.D.R. #)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD		% (G-C)			
1	Acoustical Treatments	\$302,857.30	\$296,800.15	\$6,057.15		\$302,857.30	100.00%		\$30,285.73
2	Cabinetry	\$30,050.24	\$28,547.73	\$1,502.51		\$30,050.24	100.00%		\$3,005.02
3	Concrete and Asphalt	\$5,569.10	\$5,569.10			\$5,569.10	100.00%		\$556.91
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$612,519.06			\$612,519.06	100.00%		\$61,251.91
6	Doors-Interior & Exterior	\$408,690.95	\$388,256.40	\$20,434.55		\$408,690.95	100.00%		\$40,869.16
7	Drywall	\$246,518.85	\$246,518.85			\$246,518.85	100.00%		\$24,651.89
8	**Electrical	\$3,304,955.60	\$3,238,856.49	66,099.11		\$3,304,955.60	100.00%		\$330,495.56
9	**Electrical-Special Systems	\$271,265.69	\$271,265.69			\$271,265.69	100.00%		\$27,126.57
10	Misc. Equipment - Commercial	\$10,676.05	\$10,676.05			\$10,676.05	100.00%		\$1,067.61
11	Heavy Equipment	\$24,007.63	\$24,007.63			\$24,007.63	100.00%		\$2,400.76
12	Floor Covering	\$433,762.74	\$429,425.11	\$4,337.63		\$433,762.74	100.00%		\$43,376.27
13	Permits & Fees	\$704,975.41	\$704,975.41			\$704,975.41	100.00%		\$70,497.54
14	Framing & Rough Carpentry	\$139,475.02	\$137,563.30	1,911.72		\$139,475.02	100.00%		\$13,947.50
15	Labor Only	\$676,542.46	\$663,011.61	13,530.85		\$676,542.46	100.00%		\$67,654.25
16	Masonry	\$16,173.83	\$15,365.14	\$808.69		\$16,173.83	100.00%		\$1,617.38
17	Metal Structures & Components	\$76,535.04	\$76,535.04			\$76,535.04	100.00%		\$7,653.50
18	Paneling and wood wall finishes	\$613.87	\$613.87			\$613.87	100.00%		\$61.39
19	Painting	\$251,074.03	\$251,074.03			\$251,074.03	100.00%		\$25,107.40
20	Roofing	\$3,034,824.31	\$2,883,083.09	151,741.22		\$3,034,824.31	100.00%		\$303,482.43
21	Soffit, Fascia, and Gutter	\$24,622.62	\$24,622.62			\$24,622.62	100.00%		\$2,462.26
22	Specialty Items to complete all class	\$159,685.07	\$151,700.82	\$7,984.25		\$159,685.07	100.00%		\$15,968.51
23	Stucco and Exterior Plaster	\$188,816.79	\$188,816.79			\$188,816.79	100.00%		\$18,881.68
24	Windows-Aluminum	\$743,138.28	\$705,981.37	\$37,156.91		\$743,138.28	100.00%		\$74,313.83
25	Canopies	\$280,110.68	\$140,055.34	\$140,055.34		\$280,110.68	100.00%		\$28,011.07
26	HVAC	\$3,426,204.53	\$3,223,418.39	102,786.14		\$3,426,204.53	100.00%		\$342,620.45
27	Fire Suppression Systems	\$1,031,679.35	\$1,031,679.35			\$1,031,679.35	100.00%		\$103,167.94
28	Temp Control HVAC	\$330,916.02	\$314,370.22	\$16,545.80		\$330,916.02	100.00%		\$33,091.60
GRAND TOTALS		\$16,736,961.28	\$16,166,009.41	\$570,951.87	\$0.00	\$16,736,961.28	100.00%	(30,000)	\$1,736,961.13

Users may obtain validation of this document by requesting of the licensee a completed AIA Document C401 - Certification of Document's Authenticity.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1C
 APPLICATION DATE: 10/29/2009
 PERIOD TO: 10/29/2009

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Page 2 Subtotal	\$16,736,961.28	\$16,166,079.41	\$570,951.87	\$0.00	\$16,736,961.28	100.00%	(\$0.00)	\$1,673,696.13
29	Plumbing ADA	\$311,450.37	\$308,335.87	3,114.50		\$311,450.37	100.00%		\$31,145.04
30	Boilers	\$684,407.00	\$680,139.55	34,220.45		\$684,407.00	100.00%		\$68,440.70
31	Contingency	\$968,863.66		\$707,209.66		\$707,209.66	72.99%	\$261,654.00	\$70,720.97
	GRAND TOTALS	\$18,701,682.31	\$17,124,514.83	\$1,315,496.48	\$0.00	\$18,440,028.31	98.60%	\$261,654.00	\$1,844,002.83

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BEAUMONT, TEXAS

REVISED
11/5/2007

REQUEST TO PAY AN INVOICE
AGAINST
BLANKET PURCHASE ORDER

INSTRUCTIONS

CHECKLIST

- Please attach the invoice(s) to be paid against the blanket purchase order _____
BE SURE THE ITEMS YOU ARE PURCHASING ARE DESCRIBED ON THE TICKET OR INVOICE ATTACHED!
- Sign your name and "OK TO PAY" on each invoice _____
- Be sure the purchase order number is on each invoice(s) _____
- Have the director/principal sign at the bottom of this form _____
- Forward To Jane Kingsley's office, Administration Building _____

TODAY'S DATE 1/13/10

VENDOR'S NAME HRE C (Leading Res Enter)

BLANKET PO NUMBER 152694

ACCOUNT NUMBER _____

AMOUNT TO PAY Appl. #6 * 43,386.46
Appl #11 * 2,105,656.83

LOCATION _____

ROUTING:

Principal/Director

Asst. Superintendent

Purchasing Agent

Accounts Payable

David Thomas
1/13/10

*Special
memo
1/14/10*



Healthy Resources Enterprise, Inc
 530 North Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 www.hre-inc.com

Invoice

Date	Invoice #
12/31/2009	BISD1500116

Bill To
Beaumont ISD 3395 Harrison Avenue Beaumont, TX 77706

Terms	Due Date	Project
Net 15	1/15/2010	TC-BISD15-001N

Item	Description	Qty	Rate	Amount
701-01-019500	Contingency	1	261,654.00	261,654.00
601-00-004060	Retainage	1	1,844,002.83	1,844,002.83

David Thomas

Thank you for your business. Please remit your payment to our address listed at top of invoice.

Total	\$2,105,656.83
Payments/Credits	\$0.00
Balance Due	\$2,105,656.83

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT D401

PAGE ONE OF 1 of 3 PAGES

TO OWNER: Beaumont ISD

Attn: Ms. Jane Kingsley
3395 Harrison Avenue
Beaumont, TX 77706

PROJECT: BISSD Smith Middle
School

APPLICATION NO 11
DATE: 12/31/2009
PERIOD TO: 12/31/2009

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

HRE, Inc.
530 N. Sam Houston Pkwy. E., #300
Houston, TX 77060

VIA ARCHITECT:

John H. Elamad PE CCG
ECM
4639 Gulf Starr Drive
Destin, FL 32541

PROJECT NOS: PO# 152 694
CONTRACT DATE 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.



1. ORIGINAL CONTRACT SUM	\$	18,790,682.31
2. Net change by Change Orders	\$	(89,000.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	18,701,682.31
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	18,701,682.31
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	1,844,002.83
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,844,002.83
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	18,701,682.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(16,596,025.48)
8. CURRENT PAYMENT DUE	\$	2,105,656.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	(0.00)

CONTRACTOR:

By: Eric Bontle Date: 12/31/09

State of: Texas County of: Harris
Subscribed and sworn to before me this 6th day of Jan, 2010
Notary Public: Meredith L. Minor
My Commission expires: 11/3/13

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 2,105,656.83

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad PE CCG

By: John H. Elamad Date: 1/6/2010

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		(\$89,000.00)
TOTALS		(\$89,000.00)
NET CHANGES by Change Order	(\$89,000.00)	

Handwritten initials/signature

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 12/31/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/2009

Use Column I on Contract's where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A ITEM NO.	B DISCRPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Acoustical Treatments	\$302,857.30	\$302,857.30			\$302,857.30	100.00%		\$30,285.73
2	Cabinetry	\$30,050.24	\$30,050.24			\$30,050.24	100.00%		\$3,005.02
3	Concrete and Asphalt	\$5,569.10	\$5,569.10			\$5,569.10	100.00%		\$556.91
4	Content Manipulation	\$700.76	\$700.76			\$700.76	100.00%		\$70.08
5	General Demolition	\$612,519.06	\$612,519.06			\$612,519.06	100.00%		\$61,251.91
6	Doors-Interior & Exterior	\$408,690.95	\$408,690.95			\$408,690.95	100.00%		\$40,869.10
7	Drywall	\$246,518.85	\$246,518.85			\$246,518.85	100.00%		\$24,651.89
8	**Electrical	\$3,304,955.60	\$3,304,955.60			\$3,304,955.60	100.00%		\$330,495.56
9	**Electrical-Special Systems	\$271,265.69	\$271,265.69			\$271,265.69	100.00%		\$27,126.57
10	Misc. Equipment - Commercial	\$10,676.05	\$10,676.05			\$10,676.05	100.00%		\$1,067.61
11	Heavy Equipment	\$24,007.63	\$24,007.63			\$24,007.63	100.00%		\$2,400.76
12	Floor Covering	\$433,762.74	\$433,762.74			\$433,762.74	100.00%		\$43,376.27
13	Permits & Fees	\$704,975.41	\$704,975.41			\$704,975.41	100.00%		\$70,497.54
14	Framing & Rough Carpentry	\$139,475.02	\$139,475.02			\$139,475.02	100.00%		\$13,947.50
15	Labor Only	\$676,542.46	\$676,542.46			\$676,542.46	100.00%		\$67,654.25
16	Masonry	\$16,173.83	\$16,173.83			\$16,173.83	100.00%		\$1,617.38
17	Metal Structures & Components	\$76,535.04	\$76,535.04			\$76,535.04	100.00%		\$7,653.50
18	Paneling and wood wall finishes	\$613.87	\$613.87			\$613.87	100.00%		\$61.39
19	Painting	\$251,074.03	\$251,074.03			\$251,074.03	100.00%		\$25,107.40
20	Roofing	\$3,034,824.31	\$3,034,824.31			\$3,034,824.31	100.00%		\$303,482.43
21	Soffit, Fascia, and Gutter	\$24,622.62	\$24,622.62			\$24,622.62	100.00%		\$2,462.26
22	Specialty items to complete all class	\$159,685.07	\$159,685.07			\$159,685.07	100.00%		\$15,968.51
23	Stucco and Exterior Plaster	\$188,816.79	\$188,816.79			\$188,816.79	100.00%		\$18,881.68
24	Windows-Aluminum	\$743,138.28	\$743,138.28			\$743,138.28	100.00%		\$74,313.83
25	Canopies	\$280,110.68	\$280,110.68			\$280,110.68	100.00%		\$28,011.07
26	HVAC	\$3,426,204.53	\$3,426,204.53			\$3,426,204.53	100.00%		\$342,620.45
27	Fire Suppression Systems	\$1,031,679.35	\$1,031,679.35			\$1,031,679.35	100.00%		\$103,167.94
28	Temp Control HVAC	\$330,916.02	\$330,916.02			\$330,916.02	100.00%		\$33,091.60
	GRAND TOTALS	\$16,736,961.28	\$16,736,961.28	\$0.00	\$0.00	\$16,736,961.28	100.00%	(\$0.00)	\$1,673,696.13

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 12/31/2009

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 12/31/2009

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: N/A

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)	
			E PERCENTAGE APPLIED (D - F)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D-E+F)	G % (U = G)			
	Page 2 Subtotals	\$16,736,961.28	5	6,736,961.28	\$0.00	\$0.00	\$16,736,961.28	100.00%	(\$0.00)	\$1,673,696.13
29	Plumbing ADA	\$311,450.37		\$311,450.37			\$311,450.37	100.00%		\$31,145.04
30	Boilers	\$684,407.00		\$684,407.00			\$684,407.00	100.00%		\$68,440.70
31	Contingency	\$968,863.66		\$707,209.66	\$261,654.00		\$968,863.66	100.00%	(\$0.00)	\$70,720.97
GRAND TOTALS		\$18,701,682.31		\$13,440,027.31	\$261,654.00	\$0.00	\$18,701,682.31	100.00%	(\$0.00)	\$1,844,002.83

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity



Healthy Resources Enterprise, Inc
 530 North Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 www.hre-inc.com

Invoice

Date	Invoice #
12/31/2009	BISD1500117

Bill To
Beaumont ISD 3395 Harrison Avenue Beaumont, TX 77706

Terms	Due Date	Project
Net 15	1/15/2010	TC-BISD15-001N

Item	Description	Qty	Rate	Amount
601-00-004060	Retainage BISD Smith Middle School - Phase II	1	43,386.46	43,386.46

Sandra Thomas

Thank you for your business. Please remit your payment to our address listed at top of invoice.

Total	\$43,386.46
Payments/Credits	\$0.00
Balance Due	\$43,386.46

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

1 of 2 PAGES

TO OWNER Beaumont ISD
 Attn: Ms. Jane Kingsley
 3395 Harrison Avenue
 Beaumont, TX 77706

PROJECT: BISD Smith Middle School

APPLICATION NO: 6
 DATE: 12/31/2009
 PERIOD TO: 12/31/2009

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR: HIRE, Inc.
 530 N. Sam Houston Pkwy. E., #301
 Houston, TX 77060

VIA ARCHITECT:

PROJECT NOS: PO# 152 694

CONTRACT DATE: 2/19/2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	433,864.64
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	433,864.64
4. TOTAL COMPLETED & STORED TO DATE (Column G of G703)	\$	433,864.64
5. RETAINAGE:		
a. 10 % of Completed Work (Column D - E on G703)	\$	43,386.46
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	43,386.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	433,864.64
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(390,478.18)
8. CURRENT PAYMENT DUE	\$	43,386.46
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: Eric Souths Date: 12/31/09

State of: Texas County of: Harris
 Subscribed and sworn to before me this 6th day of January 2010
 Notary Public: Meredith L Minor
 My Commission expires: 11/3/13



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 43,386.46

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John H. Elamad Date: 1/6/2010

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

[Handwritten signature]

EXHIBIT 9

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
BEAUMONT, TEXAS 77704
CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia

64-1278/611 GA No. 553688

DATE	CHECK NUMBER
3/05/09	553688

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY Exactly Two Million Six Hundred Forty One Thousand Two Hundred Sixty One

CHECK AMOUNT
\$2,641,261.65

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
550 N SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TX 77060

Woodrow Peace
Randy Wilson
Jane Kringsley

⑈553688⑈ ⑆061112788⑆ 003299835951⑈

⑈0264126165⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG. C C

HEB HOUSTON TX 05962007
TRACER# 7125
0910-0001-9
2065083273

TEXAS COMMUNITY BANK >113124598<
THE WOODLANDS, TEXAS 77384
416653380 03-06-09

5740

ENDORSE ONE X HERE
X
PAY TO THE ORDER OF
TEXAS COMMUNITY BANK
HOUSTON, TX 77056
113124598
FOR DEPOSIT ONLY
HRE, INC
DO NOT WRITE OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONAL USE

Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	03/09/2009	3299835951	2641261.65
553688		09040200113901		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
BEAUMONT, TEXAS 77704
CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia

64-1278/611 GA No. 555012

DATE	CHECK NUMBER
4/09/09	555012

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT
\$1,622,907.31

PAY Exactly One Million Six Hundred Twenty Two Thousand Nine Hundred Seven Dollars

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
530 N SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TX 77060

William Reese
James J. ...
James J. ...
0162290731

⑈555012⑈ ⑆061112788⑆ 003299835951⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.

TEXAS COMMUNITY BANK >143124598<
THE WOODLANDS, TEXAS 77384
410300872 04-13-09

⑆091⑉0001⑉9
⑆061112788⑆

ENDORSE CHECK HERE
X
PAY TO THE ORDER OF
TX COMMUNITY BANK
WOODLANDS, TX 77384
13124598
FOR DEPOSIT ONLY
HRE, INC.
1409523
DO NOT WRITE IN AREA OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONS ONLY

Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
INO	INO	04/14/2009	0209335951	1622907.31
555012		09050100129501		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, Dekalb County, Georgia

64-1278/811 GA No. 556555

DATE	CHECK NUMBER
5/14/09	556555

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT
\$1,385,240.32

PAY Exactly One Million Three Hundred Eighty Five Thousand Two Hundred Forty Dollars

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
 520 N GAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Reese
Rory Wiley
Jane Kingsley

⑈556555⑈ ⑆061112788⑆ 003299835951⑈

FEDERAL RESERVE BK AND OF GOVERNORS REG. C.C.

408509Texas Community Bank1131245986/3/2009001598000005

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 RESERVED FOR THE BANK'S INSTITUTIONS ONLY

HRE, INC.

PAY TO THE ORDER OF
 TX COMMUNITY BANK
 WOODLANDS, TX 77394
 113124598
 FOR DEPOSIT ONLY

ENDORSE HERE

Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	00/04/2009	3200835951	1385240.32
556555		09070200044401		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

64-1278/611 GA No. 558648

DATE	CHECK NUMBER
6/24/09	558648

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT
\$3,465,958.50

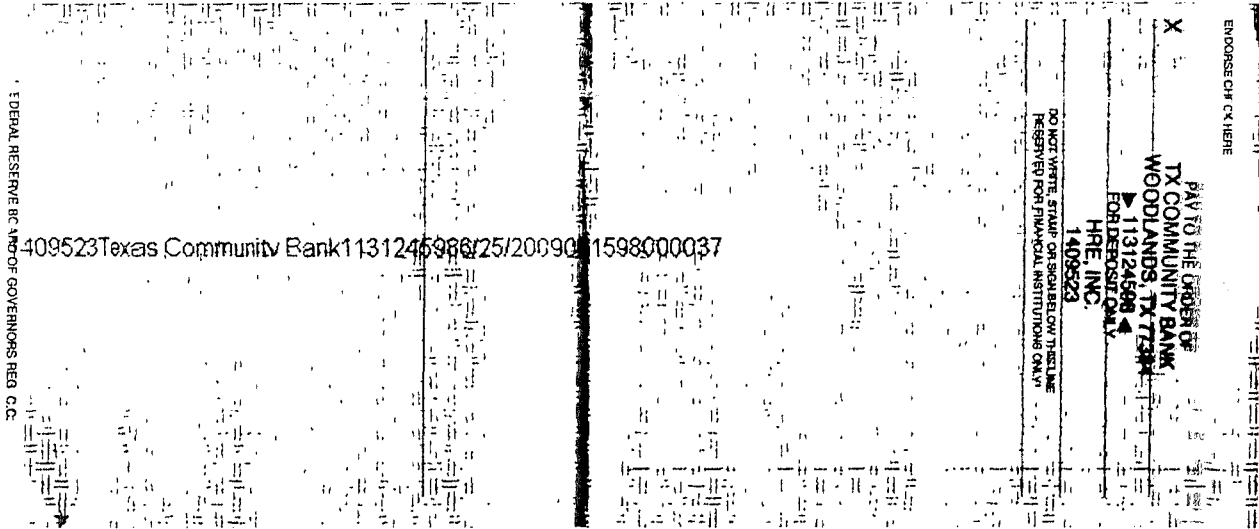
PAY Exactly Three Million Four Hundred Sixty Five Thousand Nine Hundred Fifty Eight

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
 830 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Reace
Rony T. Lee
Jane Kingsley

⑈558648⑈ ⑆061112788⑆ 0⑆3299835951⑈



Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	06/26/2009	3299835951	3465958.50
558648		09070200044401		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

64-1278/611 GA No. 558753

DATE	CHECK NUMBER
6/25/09	558753

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY. Exactly Three Million Twenty Six Thousand Five Hundred Nine Dollars and

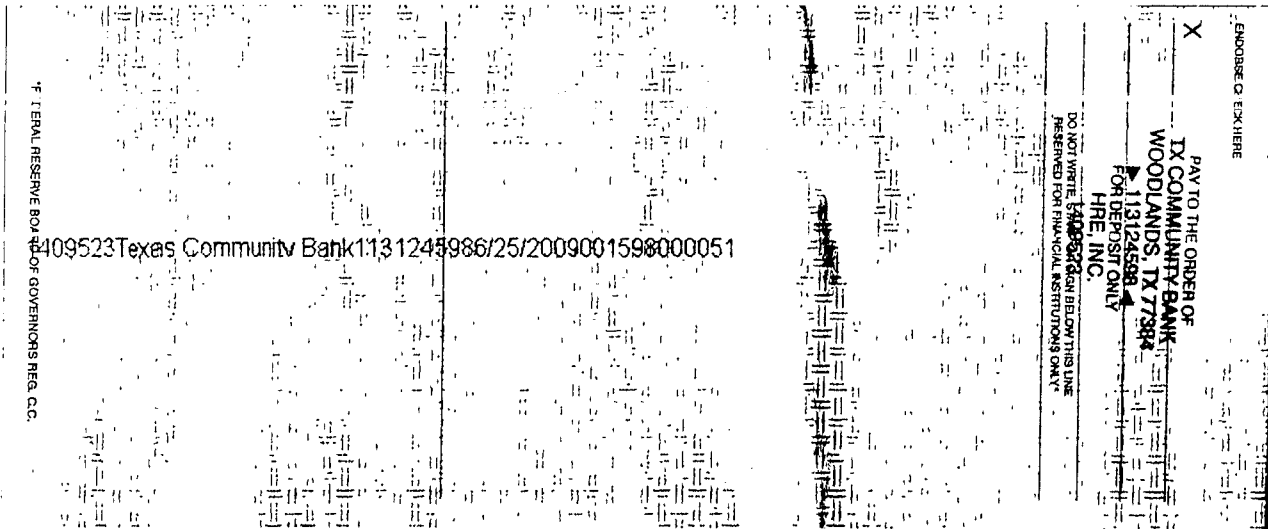
CHECK AMOUNT
\$3,026,509.74

ORDER OF

HEALTHY RESOURCES ENTERPRISES
 530 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Wendy Rouse
Jane Kingaley

⑈558753⑈ ⑆061112788⑆ 003299835951⑈



Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	06/29/2009	3299835951	3026509.74
558753		09070200044401		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

64-1278/611 GA No. 559622

DATE	CHECK NUMBER
8/10/09	559622

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

CHECK AMOUNT
\$2,617,630.90

PAY Exactly Two Million Six Hundred Seventeen Thousand Six Hundred Thirty

ORDER OF

HEALTHY RESOURCES ENTERPRISES
 330 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Rance
Randy Shea
Jane Kingsley

⑈ 559622 ⑆ 06112788 ⑆ 003299835951 ⑈

FEDERAL RESERVE BOARD OF GOVERNORS REG. O.C.

409523 Texas Community Bank 1131245988/11300900159800094

ENCLOSE OR E.F.E. HERE
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 PAY TO THE ORDER OF
 TX COMMUNITY BANK
 WOODLANDS, TX 77384
 131245988
 FOR DEPOSIT ONLY
 HRE, INC.
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 RESERVED FOR BANK IDENTIFICATION ONLY

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	559622	No	08/13/2009 09090450010201	3299835951	2617630.90

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

64-1278/811 GA No. 560713

DATE	CHECK NUMBER
9/10/09	560713

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY Exactly Four Hundred Five Thousand Four Hundred Seven Dollars and Thirty One

CHECK AMOUNT
\$405,407.31

ORDER OF
 HEALTHY RESOURCES ENTERPRISES
 530 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Peace
James King
James King

⑈560713⑈ ⑆061112788⑆ 003299835951⑈

408509 Texas Community Bank 1131245989/15/2009001598000174

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ORDER OF
 TEXAS COMMUNITY BANK
 HOUSTON, TX 77058
 13124598
 FOR DEPOSIT ONLY
 HRE, INC

ENDORSE ON THE BACK

Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	09/16/2009	3299835951	405407.31
560713		09100140218501		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

944-1228/611 GA No. 562200

DATE	CHECK NUMBER
10/09/09	562200

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY Exactly Six Hundred Twenty Four Thousand Nine Hundred Thirteen Dollars and

CHECK AMOUNT
\$624,913.13

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
 530 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Reese
Tommy Wilson
Paul Rimpley

9

⑈562200⑈ ⑆061112788⑆ 003299835951⑈

FEEDBACK BOARD OF GOVERNORS REG. C.O.

408509 Texas Community Bank 11312459810/9/2009001598000215

ENDORSE ON THE BACK HERE
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 PAY TO THE ORDER OF
 TEXAS COMMUNITY BANK
 HOUSTON, TX 77056
 113124598
 FOR DEPOSIT ONLY
 HRE, INC
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Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	562200	No	10/13/2009	3299835951	624913.13
			09110250240301		

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 872
BEAUMONT, TEXAS 77704
CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia

64-1278/811 GA No. 563787

DATE	CHECK NUMBER
11/12/09	563787

VOID AFTER 90 DAYS

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY Exactly One Million One Hundred Ninty Six Thousand Six Hundred Seventy Four

CHECK AMOUNT
\$1,196,674.80

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
530 N SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TX 77060

Woodrow Reese
Randy Wilson
Jane Kingsley

⑈563787⑈ ⑆061112788⑆ 003299835951⑈

16

409523Texas Community Bank11312459811/16/2009001598000286

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HIRE, INC.

113124598

TX COMMUNITY BANK
WOODLANDS, TX 77384

PAY TO THE ORDER OF

FOR DEPOSIT ONLY

ENDORSE ON THE BACK

FEDERAL RESERVE BOARD OF GOVERNORS REG. C.C.

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	563787	No	11/17/2009 09120100211501	3299835951	1196674.80

BEAUMONT INDEPENDENT SCHOOL DISTRICT

P.O. BOX 672
 BEAUMONT, TEXAS 77704
 CONTROLLED DISBURSEMENTS

BANK OF AMERICA, N.A.
 Atlanta, DeKalb County, Georgia

64-1278/811 GA No. 566399

DATE	CHECK NUMBER
1/14/10	566399

VOID AFTER 90 DAYS.

CHECKS FOR \$5000.00 OR MORE REQUIRE ORIGINAL SIGNATURE

PAY Exactly Two Million One Hundred Forty Nine Thousand Forty Three Dollars and

CHECK AMOUNT
\$2,149,043.29

TO THE ORDER OF

HEALTHY RESOURCES ENTERPRISES
 530 N SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TX 77060

Andrew Reece
[Signature]
[Signature]

⑆566399⑆ ⑆061112788⑆ 003299835951⑆

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

1409523 Texas Community Bank 1131245981/20/2010001598000358

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1409523

TX COMMUNITY BANK
 WOODLANDS, TX 77384
 13124598
 FOR DEPOSIT ONLY
 HRE, INC.

ENDORSE OR SIGN HERE

Tag	Note	Item Date	Account Number	Amount
Serial Number	Payee Name	Volume ID	Issue Date	
No	No	01/21/2010	0209835951	2149043.29
566399		10020250053101		

EXHIBIT 10

fax

TO: HRE FROM: ECM

FAX: 713-673-8412 PAGES: 9 including cover

PHONE: 713-673-8440 DATE: 4/22/2009

RE: RFI CC:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

Lloyd,

Here are BISD decisions from our meeting with Dr. Thomas on 4/21/09 regarding RFI's 1,2,3,4,5,10,11,12. I will be hand delivering signed documents to Shane at the jobsite trailer and also a copy to Ms. Kingsley today.

Thank you

Greg Davis
Project Manager
ECM



HEALTHY RESOURCES ENTERPRISE, INC

MANAGEMENT • ENGINEERING • CONSTRUCTION • EMERGENCY SERVICES

530 N SAM HOUSTON PARKWAY EAST, SUITE 300
HOUSTON, TEXAS 77060
P.713.673.8440 F.713.673.8412
www.hre-inc.com

Request For Information

Project#: bisd -sms-2009
Project Name: Smith Middle School
Subject: Sanitary Sewer

Date Resolved:
RFI#:001

Drawing No.:
SPEC Section:

Detail No.:
Other Ref. No.:

Primary Responder: ECM

CC:

From: Robert Mann - BISD

Date of Request: 3-21-09

Reason for Request: Identified Sanitary Sewer for repair

Probable Cost Effect: \$1200.00 for scope and probe. To remove and replace 400 ft. of existing piping @ \$65.00 per ft = \$26,000.00. $\$1200.00 + \$26,000.00 = \$27,200.00$

Probable Time Effect:

Priority: Low or High

Information Requested:

Sanitary Sewer collapsed has been identified for repair in courtyard area. This work has been identified as being outside the original scope and District authorization (Change order approval) is required to address this issue. HRE will scope and probe indicated area once approved and forward to Engineering for further instruction then repair.

Recommendation:

BISD decision 4/21/09: BISD will self perform without conflict with HRE schedule

Authorized Signature:

Printed Name & Title:

GREG DAVIS ECM PROJECT MANAGER

Date:

4/22/09

P R O V I D I N G C L I E N T S O L U T I O N S



HEALTHY RESOURCES ENTERPRISE, INC

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530 N SAM HOUSTON PARKWAY EAST, SUITE 300
HOUSTON, TEXAS 77060
P.713.673.8440 F.713.673.8412
www.hre-inc.com

Request For Information

Project#: bisd - sms-2009	Date Resolved:
Project Name: Smith Middle School	RFI#: 002
Subject: Roof Hatch	

Drawing No.:	Detail No.:
SPEC Section:	Other Ref. No.:

Primary Responder: ECM
CC:
From: Robert Mann
Date of Request: 3-21-09
Reason for Request: Roof access
Probable Cost Effect: 4 Mechanical Rooms roof hatch and ladders @ \$15,600 = \$62,400.00
Probable Time Effect:
Priority: Low or High
Information Requested:
Roof access and hatch has been requested in proposed Mechanical Rooms with ladders. District authorization (Change order approval) is required to address this issue.

Recommendation:
BISD decision 4/21/09: HRE is responsible for the Design and Installation of the Roof System to comply with all applicable codes including Roof Access Requirements. Such hatches should have included in the design and to be places somewhere to provide code required access to maintain the roof. BISD expects a roof structure with access hatches installed as part of the original contract.
Authorized Signature: 
Printed Name & Title: GREG DAVIS PROJECT MANAGER ECM
Date: 4/22/09



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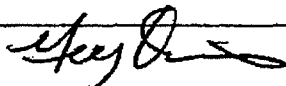
530 N SAM HOUSTON PARKWAY EAST, SUITE 300
HOUSTON, TEXAS 77060
P.713.673.8440 F.713.673.8412
www.hre-inc.com

Request For Information

Project#: bisd - sms-2009	Date Resolved:
Project Name: Smith Middle School	RFI#: 003
Subject: Existing Mechanical Room Roof and Siding replacement.	

Drawing No.:	Detail No.:
SPEC Section:	Other Ref. No.:

Primary Responder: ECM
CC:
From: Shane Polhman
Date of Request: 3-21-09
Reason for Request: Mechanical Room roof repair and siding replacement
Probable Cost Effect: \$ 125,000.00
Probable Time Effect:
Priority: Low or High
Information Requested:
Roof of current mechanical room is damaged and authorization is needed for repair of existing roof and siding.

Recommendation:
Replace existing roof of mechanical room to prevent any additional damage to existing or future damage to new equipment. BISD decision 4/21/09: The scope of work was well defined prior to execution of contract. The repairs were documented and should have been included in the original contract.
Authorized Signature: 
Printed Name & Title: GREG DAVIS PROJECT MANAGER ECM
Date: 3/21/09 4/22/09



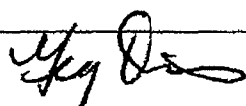
HEALTHY RESOURCES ENTERPRISE, INC

MANAGEMENT • ENGINEERING • CONSTRUCTION • EMERGENCY SERVICES

530 N SAM HOUSTON PARKWAY EAST, SUITE 300
HOUSTON, TEXAS 77060
P.713.673.8440 F.713.673.8412
www.hre-inc.com

Request For Information

Project#: bisd -sms-2009 Project Name: Smith Middle School	Date Resolved: RFI#: 004
Subject: Reading Room & Boys Gym	
Drawing No.: SPEC Section:	Detail No.: Other Ref. No.:

Primary Responder: ECM- Greg Davis CC: Eric Boutte, Lloyd Broussard, Roger Banks, BISD From: Shane Polhman Date of Request: 3-21-09 Reason for Request: Reading Room & Boys Gym Probable Cost Effect: \$285,00.00 Probable Time Effect: Priority: Low or High
Information Requested: <p>Reading Room and Boy's Gym has existing 2 pipe system. In making provisions to accommodate a 4 pipe system in reading room and air handlers in boy's gym which is outside of the original scope. District authorization (Change order approval) is required to address this issue.</p>
Recommendation: <p>Address issue now to avoid district paying additional mobilization and design cost in the future.</p> <p>BISD decision 4/21/09: The gym should be considered a part of the original contract. The work associated with the reading room should be separated and resubmitted on its own RFI with supporting documents. One scenario should be tying the reading room into the main HVAC system and another with the reading room standing alone. This will allow BISD to obtain an independent comparative bid for cost analysis.</p>
Authorized Signature: 
Printed Name & Title: GREG DAVIS Project Manager ECM

4/22/09

PROVIDING CLIENT SOLUTIONS



HEALTHY RESOURCES ENTERPRISE, INC

MANAGEMENT • ENGINEERING • CONSTRUCTION • EMERGENCY SERVICES

530 N SAM HOUSTON PARKWAY EAST, SUITE 300
HOUSTON, TEXAS 77060
P.713.673.8440 F.713.673.8412
www.hre-inc.com

Request For Information

Project#: bisd -sms-2009
Project Name: Smith Middle School

Date Resolved:
RFI#: 005

Subject: Supporting Beams

Drawing No.:
SPEC Section:

Detail No.:
Other Ref. No.:

Primary Responder: ECM- Greg Davis

CC: Eric Boutte, Lloyd Broussard, Roger Banks, BISD

From: Shane Polhman

Date of Request: 3-21-09

Reason for Request: Supporting Beams & Joist repair in Cafeteria

Probable Cost Effect: Total Cost for the CO is \$94,000.00

Probable Time Effect:

Priority: Low or High: HIGH

Information Requested:

HRE's requesting approval for this Change Order to install 1/2" steel plating sistering the supporting beams to support the existing roof in cafeteria and Teachers Lounge for the additional weight gained by installing the new 4-pipe chill water cooling/heating system being installed. District authorization (Change order approval) is required to address this issue.

Recommendation:

BISD decision 4/21/09: All roof structure was exposed and scope of work related to structural repairs were identified and known prior to contract. BISD approved an increase in Contract for \$250,000 to accommodate all structural roof repairs and to cover all expenses associated with roof framing.

Authorized Signature:

Printed Name & Title:

Greg Davis Project Manager ECM

Date:

4/22/09

P R O V I D I N G C L I E N T S O L U T I O N S



HEALTHY RESOURCES ENTERPRISE, INC.
CONSULTING ♦ ENGINEERING ♦ TESTING ♦ MANAGEMENT

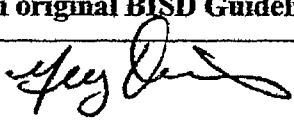
9009 NORTH LOOP EAST, SUITE 158, HOUSTON, TEXAS 77029
PH 713-673-8440, FX 713-673-8412, WWW.HRE-INC.COM

Request For Information

Project#: Smith	Date Resolved:
Project Name: Smith BISD	RFI#: 0010
Subject: HVAC	

Drawing No.:	Detail No.:
SPEC Section:	Other Ref. No.:

Primary Responder: Greg Davis
CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman
From: HRE
Date of Request: 04-07-09
Reason for Request: Change in HVAC guidelines
Probable Cost Effect: 145,000.00
Probable Time Effect:
Priority: Low or High
Information Requested:
HRE has identified Change in Equipment based on revised BISD HVAC guidelines. Projected cost change \$145,000.00

Recommendation:
BISD decision 4/21/09: Ms. Kingsley and Dr. Thomas has requested a detailed breakdown itemizing the cost for increased price of the equipment (vender cost, labor, HRE markup) to properly review and decide on the status of the Change Order. Also provide supporting documents related to the Revised BISD design guideline compared to original bid base on original BISD Guidelines.
Authorized Signature: 
Printed Name & Title: GREG DAVIS PROJECT MANAGER ECM
Date: 4/22/09



HEALTHY RESOURCES ENTERPRISE, INC.
CONSULTING ♦ ENGINEERING ♦ TESTING ♦ MANAGEMENT

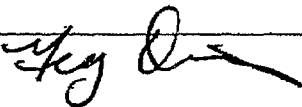
9009 NORTH LOOP EAST, SUITE 158, HOUSTON, TEXAS 77029
PH 713-673-8440, FX 713-673-8412, WWW.HRE-INC.COM

Request For Information

Project#: Smith	Date Resolved:
Project Name: Smith BISD	RFI#: 0011
Subject: HVAC Controls	

Drawing No.:	Detail No.:
SPEC Section:	Other Ref. No.:

Primary Responder: Greg Davis
CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman
From: HRE
Date of Request: 04-07-09
Reason for Request: Change in Control Equipment
Probable Cost Effect: 110,000.00
Probable Time Effect:
Priority: Low or High
Information Requested:
HRE has identified Change in Equipment based on revised BISD HVAC guidelines. Change in Control Equipment to UES.

Recommendation:
BISD decision 4/21/09: Mr. Mann's position of BISD is that No substitution of the previously installed Automated Logic System will be allowed. BISD requests matching existing system with like product. Mr. Mann voiced concerns with other products that is installed at other School Districts which is not working properly. The Control System should not be considered a change order. BISD is requesting Specs to be submitted for the Automated Logic product only.
Authorized Signature: 
Printed Name & Title: GREG DAVIS PROJECT MANAGER ECM
Date: 4/22/09



HEALTHY RESOURCES ENTERPRISE, INC.
CONSULTING ♦ ENGINEERING ♦ TESTING ♦ MANAGEMENT

9009 NORTH LOOP EAST, SUITE 158, HOUSTON, TEXAS 77029
PH 713-673-8440, FX 713-673-8412, WWW.HRE-INC.COM

Request For Information

Project#: Smith	Date Resolved:
Project Name: Smith BISD	RFI#: 0012
Subject: Kitchen/Plumbing	

Drawing No.:	Detail No.:
SPEC Section:	Other Ref. No.:

Primary Responder: Greg Davis
CC: Lloyd Broussard, Eric Boutte, Roger Banks, Alcide Boutte, Shane Pohlman
From: HRE
Date of Request: 04-20-09
Reason for Request: Change in Scope in Cafeteria/Kitchen
Probable Cost Effect: 60,648.50
Probable Time Effect:
Priority: Low or High
Information Requested:
HRE has identified Change in Equipment based on code requirements. Change for grease interceptor in place and plumbing into building.

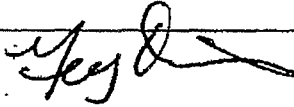
Recommendation:
BISD decision 4/21/09: According to BISD protocols to review any change order, a detailed breakdown and backup supporting documents of costs itemizing the expense is required. Please resubmit the supporting documents. BISD will also solicit an outside bid for a comparative cost analysis.
Authorized Signature: 
Printed Name & Title: GREG DAVIS PROJECT MANAGER ECM
Date: 4/22/09

EXHIBIT 11

Don Southerland

HEALTHY RESOURCES ENTERPRISE, INC.

11388

Envirotech & Hampshire Roofing

Date	Type	Reference
5/15/2009	Bill	001

Original Amt.
778,812.30

7/2/2009
Balance Due Discount
778,812.30
Check Amount

Payment
778,812.30
778,812.30

D/P 7/3/09

10000 Capital Bank # Sub Invoice

778,812.30

HEALTHY RESOURCES ENTERPRISE, INC.

11840

Hampshire roofing

9/21/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/17/2009	Bill	App #4	245,453.00	245,453.00		245,453.00
				Check Amount		245,453.00

*Deposited Money Market
9/22/09*

10000 Capital Bank # Smith Middle School project 204580-1 245,453.00

HEALTHY RESOURCES ENTERPRISE, INC.

11650

Hampshire roofing

8/24/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/15/2009	Bill	003	391,228.20	391,228.20		391,228.20
				Check Amount		391,228.20

*Deposited Money Market
8/25/09*

10000 Capital Bank # Sub Invoice 391,228.20

HEALTHY RESOURCES ENTERPRISE, INC.

11497

Hampshire roofing

7/27/2009

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/2/2009	Bill	002	278,616.60	278,616.60		278,616.60
				Check Amount		278,616.60

*DP
7/27/09*

10000 Capital Bank # Per EVT contract w/ Hampshire, EVT not availab 278,616.60

HEALTHY RESOURCES ENTERPRISE, INC.

12598

Hampshire Roofing				1/12/2010		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/18/2009	Bill	app #7	231,870.00	231,870.00		231,870.00
				Check Amount		231,870.00

*Deposited
1/28/10
Bill Pay*

10000 Capital Bank # 231,870.00

HEALTHY RESOURCES ENTERPRISE, INC.

12299

Hampshire roofing				11/18/2009		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/16/2009	Bill	6	101,099.00	101,099.00		90,989.10
				Check Amount		90,989.10

10000 Capital Bank # 90,989.10

HEALTHY RESOURCES ENTERPRISE, INC.

12071

Hampshire roofing				10/15/2009		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/15/2009	Bill	5	211,455.00	211,455.00		190,309.50
				Check Amount		190,309.50

*Deposited
Money Market
10/20/09*

10000 Capital Bank # 190,309.50

EXHIBIT 12

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2009

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Healthy Resources Enterprise, Inc.
530 N. Sam Houston Parkway E.
Suite 300
Houston, TX 77060

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maxum Indemnity Insurance	26743
INSURER B: Hartford Lloyds Insurance Co.	38253
INSURER C: Travelers Insurance Compny	20494
INSURER D: Lloyd's London	85202
INSURER E:	

COVERAGES


THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L CTR NO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GLP009526-01	04/11/2009	04/11/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: \$5,000 DED. EACH CLAIM <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	46SBAVF3685	04/11/2009	05/11/2009	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB-2360T978	02/02/2009	02/02/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Professional Liability	PHEAU1209	04/11/2009	04/11/2010	\$1,000,000 Each Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10-day written notice of cancellation for non-pay of premium.

CERTIFICATE HOLDER

 Beaumont ISD
Attn: Jane Kinsley
3395 Harrison Avenue
Beaumont, TX 77706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Byron Johnson/RH 

EXHIBIT 13

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #TXIFS 0464330

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Healthy Resources Enterprises, Inc.
530 N. Sam Houston Pkwy E., Ste. 300
Houston, TX 77060

SURETY (Name and Principal Place of Business):

International Fidelity Insurance Company
24900 Pitkin Rd., Ste. 145
Spring, TX 77386

OWNER (Name and Address):

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

CONSTRUCTION CONTRACT

Date: January 12, 2009

Amount: One Million Five Hundred Thousand and No/100 (\$1,500,000.00)

Description (Name and Location):

Mobilization and Interior Demolition for Hurricane Ike Repairs of the Smith Campus

BOND

Date (Not earlier than Construction Contract Date): January 15, 2009

Amount: One Million Five Hundred Thousand and No/100 (\$1,500,000.00)

Modifications to this Bond:

[X] None

[] See Page 3

CONTRACTOR AS PRINCIPAL

Company: Healthy Resources Enterprises, Inc. (Corporate Seal)

SURETY International Fidelity Insurance Company

Company: (Corporate Seal)

Signature: Eric Boutte
Name and Title: ERIC BOUTTE, PRESIDENT

Signature: Kenneth L. Meyer
Name and Title: Kenneth L. Meyer, Attorney in Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: 281-890-9294

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Southern American Insurance Agency, Inc.
8203 Willow Place South, Ste. 500
Houston, TX 77070

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract; and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

KELLY J. BROOKS, KENNETH L. MEYER

Houston, TX.

its true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



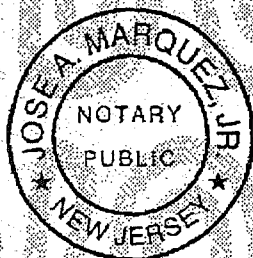
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October, 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

15th January, 2009

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

Assistant Secretary

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your Agent or International Fidelity Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND.

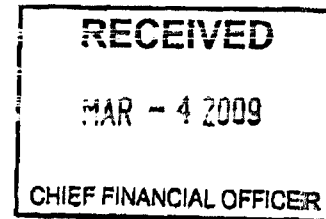
This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Texas legal and regulatory requirements.

INFINITY SURETY



Beaumont Independent School District
ATTN: Jane Kingsley
3395 Harrison Ave
Beaumont, TX 77706

March 3, 2009

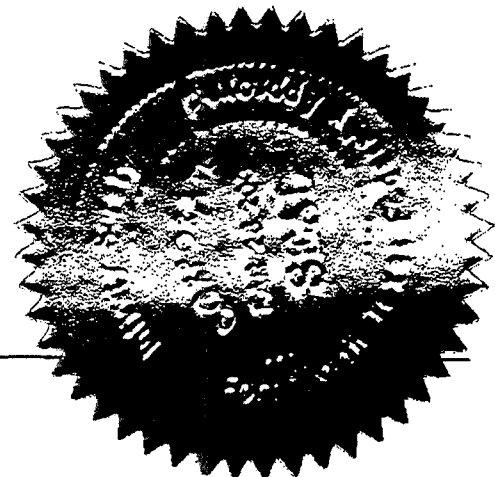


Dear Mrs. Kingsley

This letter is being written to give the Beaumont Independent School District official notification that Healthy Resources Enterprise, Inc. has paid in full their payment and performance bonds regarding the BISD Smith School- Phase II bond number HRE-0226-PP2. No other payments outside of change orders as of March 3, 2009 are due.

If you should have any questions please feel free to contact me at your earliest convenience at (817)847-4567.

George D. Black, Sr.
CEO/President
Infinity Surety



AIA[®] Document A312[™] - 1984

Payment Bond

CONTRACTOR (Name and Address): **SURETY** (Name and Principal Place of Business):

Healthy Resources Infinity Surety
Enterprise, Inc. 1205 N. Saginaw Blvd
530 North Sam Houston Saginaw, Texas 76179
Parkway E.
Houston, Texas 77060

OWNER (Name and Address):
Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: February 26, 2009

Amount: Eighteen Million Seven Hundred Ninety Thousand Six Hundred Eighty Two Hundred and 29/100 Dollars (\$18,790,682.29)*****

Description (Name and Location):
Beaumont Independent School District Relating to the BISD Smith
3395 Harrison Ave School- Phase 1 Beaumont, TX
Beaumont, Texas 77706

BOND


Date (Not earlier than Construction Contract Date): February 26, 2009


Amount: Eighteen Million Seven Hundred Ninety Thousand Six Hundred Eighty Two Hundred and 29/100 Dollars (\$18,790,682.29)*****

Modifications to this Bond: None See page 4

CONTRACTOR AS PRINCIPAL

SURETY

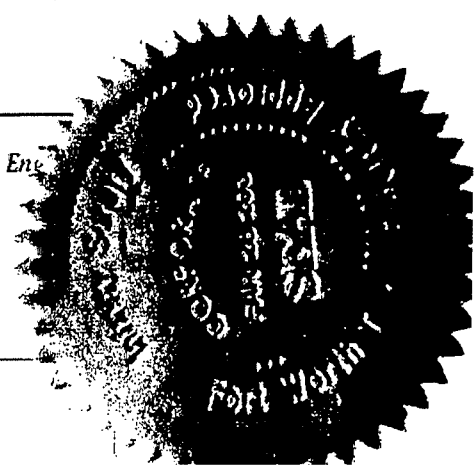
Company: (Corporate Seal)
Healthy Resources
Enterprise, Inc.
Signature: 
Name and Title:
Eric Boutte President

Company: (Corporate Seal)
Infinity Surety
Signature: 
Name and Title:
George D. Black, Sr CEO/ President

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or **BROKER:** **OWNER'S REPRESENTATIVE** (Architect, Engineer)



§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Bond must be paid in full in 30 Days from issuance. Consent of Surety is required prior to release of retention from the owner of the project. It is required that the contractor notifies Infinity Surety of any and all change orders. Herein let it be known that the notification of all change orders are to be signed, notarized and mailed to Infinity Surety within 5 business days of obligee approval of said changed order. If the terms of this bond are violated as outlined above the bond will be subject to immediate revocation and cancellation. Reinstatement will be subject to stiff financial penalties, and possible suspension of future lines of bonding credit with Infinity Surety.

(Space is provided below for additional signatures of added parties, other than those appearing)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Healthy Resources
Enterprise, Inc

Signature: *Eric Boutte*

Name and Title: Eric Boutte
President

Address: 530 North Sam Houston
Parkway East
Houston, Texas 77060

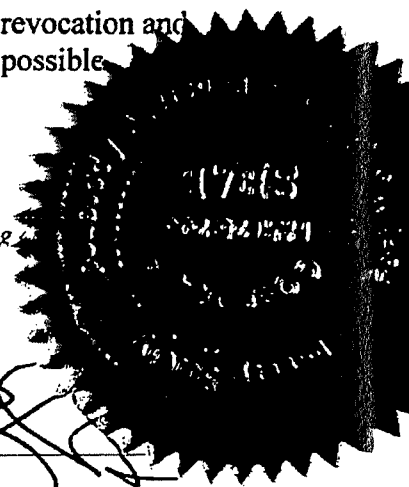
SURETY

Company:
Infinity Surety

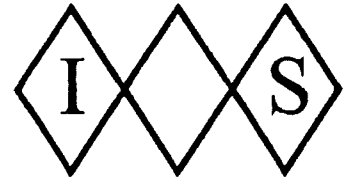
Signature: *George D. Black, Sr*

Name and Title: George D. Black, Sr
CEO/President

Address: 1205 N. Saginaw Blvd
Saginaw, Texas 76179



INFINITY SURETY



UNITED STATES POWER OF ATTORNEY

(1) Check appropriate box:
 Individual
 Partnership
 Corporation
 Sole Proprietorship

FEDERAL
I.R.S.# 20-
1363268

KNOWN BY ALL MEN THESE PRESENTS: That,

Infinity Surety of 1205 N. Saginaw Blvd. #D127, Saginaw Texas 76179

a company doing business under the laws of the State of Texas or an individual doing business as Infinity Surety residing at 1205 N. Saginaw Blvd. having an office and place of business at 1205 N. Saginaw Blvd. #D127 hereby constitutes and appoints: **George D. Black, Sr.**

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in the United States or any of its territories, and in no other name, to make, endorse, sign, declare, any bond issued or certificate for the issuance of individual surety for contracts.

To sign, seal, and deliver for any as the act of said grantor any bond required by law or regulation in connection with issuance of surety bonds. Given the **Single limit of Twenty Million Dollars (\$20,000,000.00) of signing ability.**

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the other means of conveyance owned or operated by said grantor; transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until revoked.

IN WITNESS WHEREOF, the said Infinity Surety

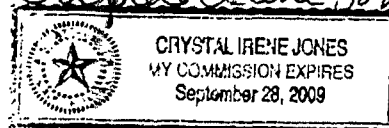
has caused these presents to be sealed and signed:

(Signature)


George D. Black, Sr.

(Capacity) President (Date) February 26, 2009

I, Crystal Irene Jones a Notary Public in and for the City of Fort Worth, do hereby certify that a George D. Black, Sr. is a party or parties to a certain Agreement bearing the date February 26, 2009, and hereunto annexed, personally appeared before me, the said George D. Black, Sr. being personally well known to me at the person who executed said lien, and acknowledged the same to be his act and deed. Given under my hand and seal the 26th day of February 2009.



1205 N. Saginaw Blvd #D217
Saginaw, TX 76179

ORIGINAL

AIA Document A312™ – 1984

Payment Bond

CONTRACTOR (Name and Address): **SURETY** (Name and Principal Place of Business):
 Healthy Resources Infinity Surety
 Enterprises, Inc 1205 N. Saginaw Blvd
 530 North Sam Houston Saginaw, Texas 76179
 Parkway E.
 Houston, Texas 77060

OWNER (Name and Address):
 Beaumont Independent School District
 3395 Harrison Ave
 Beaumont, Texas 77706

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: February 26, 2009

Amount: Four Hundred Thirty Three Thousand Eight Hundred Sixty Four and 64/100 Dollars (\$433,864.64)*****

Description (Name and Location):
 Beaumont Independent School District Relating to the BISD Smith
 3395 Harrison Ave School- Phase II Beaumont, TX
 Beaumont, Texas 77706

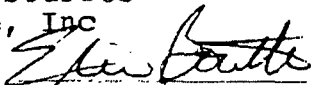
BOND

Date (Not earlier than Construction Contract Date): February 26, 2009

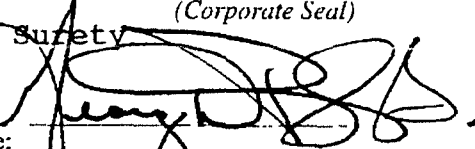
Amount: Four Hundred Thirty Three Thousand Eight Hundred Sixty Four and 64/100 Dollars (\$433,864.64)*****

Modifications to this Bond: None See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
 Healthy Resources
 Enterprise, Inc
 Signature: 
 Name and Title:
 Eric Boutte President

SURETY

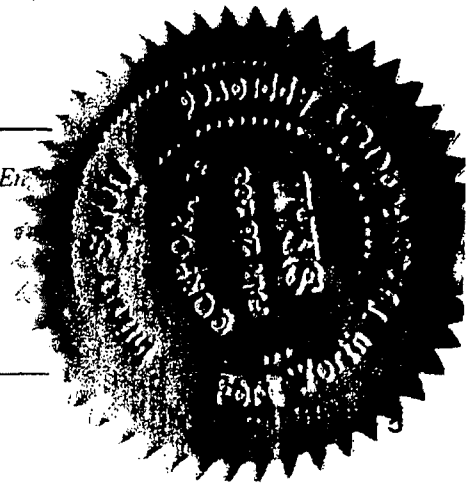
Company: (Corporate Seal)
 Infinity Surety
 Signature: 
 Name and Title:
 George D. Black, Sr CEO/President

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer, etc.):



§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Bond must be paid in full in 30 Days from issuance. Consent of Surety is required prior to release of retention from the owner of the project. It is required that the contractor notifies Infinity Surety of any and all change orders. Herein let it be known that the notification of all change orders are to be signed, notarized and mailed to Infinity Surety within 5 business days of obligee approval of said changed order. If the terms of this bond are violated as outlined above the bond will be subject to immediate revocation and cancellation. Reinstatement will be subject to stiff financial penalties, and possible suspension of future lines of bonding credit with Infinity Surety.

(Space is provided below for additional signatures of added parties, other than those appearing)

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Healthy Resources
Enterprise, Inc

Signature: *Eric Boutte*

Name and Title: Eric Boutte
President

Address: 530 North Sam Houston
Parkway East
Houston, Texas 77060

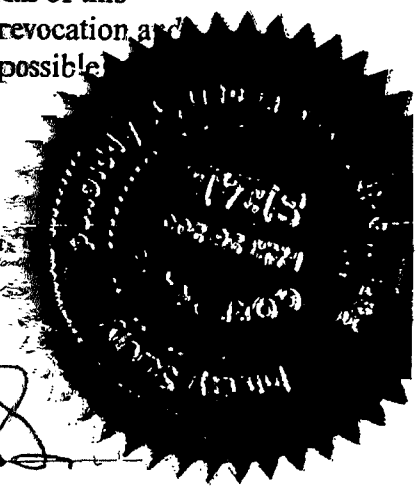
SURETY

Company:
Infinity Surety

Signature: *George D. Black, Sr*

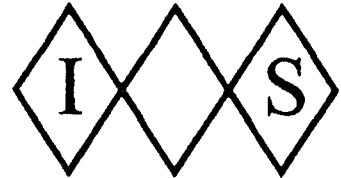
Name and Title: George D. Black, Sr
CEO/President

Address: 1205 N. Saginaw Blvd
Saginaw, Texas 76179



INFINITY SURETY

ORIGINAL



UNITED STATES POWER OF ATTORNEY

(1) Check appropriate box:
 Individual
 Partnership
 Corporation
 Sole Proprietorship

FEDERAL
I.R.S.# 20-
1363268

KNOWN BY ALL MEN THESE PRESENTS: That,

Infinity Surety of 1205 N. Saginaw Blvd. #D127, Saginaw Texas 76179

a company doing business under the laws of the State of Texas or an individual doing business as Infinity Surety residing at 1205 N. Saginaw Blvd. having an office and place of business at 1205 N. Saginaw Blvd. #D127 hereby constitutes and appoints: **George D. Black, Sr.**

as a true and lawful agent and attorney of the grantor named above for and in the name, place, and stead of said grantor from this date and in the United States or any of its territories, and in no other name, to make, endorse, sign, declare, any bond issued or certificate for the issuance of individual surety for contracts.

To sign, seal, and deliver for any as the act of said grantor any bond required by law or regulation in connection with issuance of surety bonds. Given the **Single limit of Ten Million Dollars (\$10,000,000.00) of signing ability.**

To sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the other means of conveyance owned or operated by said grantor; transacted or performed by an agent and attorney, giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; the foregoing power of attorney to remain in full force and effect until revoked.

IN WITNESS WHEREOF, the said Infinity Surety

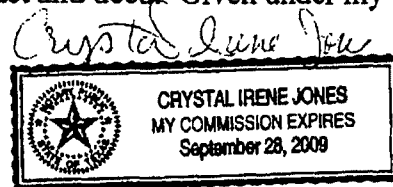
has caused these presents to be sealed and signed:

(Signature)


George D. Black, Sr.

(Capacity) President (Date) February 26, 2009

I, Crystal Irene Jones a Notary Public in and for the City of Fort Worth, do hereby certify that a George D. Black, Sr. is a party or parties to a certain Agreement bearing the date February 26, 2009, and hereunto annexed, personally appeared before me, the said George D. Black, Sr. being personally well known to me at the person who executed said lien, and acknowledged the same to be his act and deed. Given under my hand and seal the 26th day of February 2009.



1205 N. Saginaw Blvd #D217
Saginaw, TX 76179

EXHIBIT 14

United States District Court
Southern District of Texas
FILED

**UNITED STATES DISTRICT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

APR 12 2010

David J. Bradley, Clerk of Court

UNITED STATES OF AMERICA

v.

GEORGE DOUGLAS BLACK, SR.

§
§
§
§
§

Criminal No. 10-

H-10-223

INDICTMENT

THE GRAND JURY CHARGES:

COUNTS ONE THROUGH SIX
(Mail Fraud - 18 U.S.C. §§1341 and 2)

A. THE SCHEME AND ARTIFICE TO DEFRAUD

1. From in or about January 1, 2006 through on or about March 22, 2010, in the Southern District of Texas and elsewhere,

GEORGE DOUGLAS BLACK, SR.

defendant herein, aided and abetted by others known and unknown to the Grand Jury, knowingly devised and intended to devise a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and for the purpose of executing the scheme and artifice to defraud, and attempting to do so, knowingly placed and caused to be

placed in an authorized depository for mail matter to be sent and delivered by the United States Postal Service, by any private or commercial interstate carrier, and caused to be deposited and sent or delivered according to the directions thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, certain mail matter, as further set forth in the counts below.

B. MANNER AND MEANS OF THE SCHEME TO DEFRAUD

The manner and means of the scheme and artifice were as follows:

2. The defendant would and did obtain mailboxes at commercial mail receiving agents' locations and other addresses in his name and the names of companies, including Infinity Surety.
3. The defendant would and did list the private mail box addresses as his business office locations.
4. The defendant would and did host multiple internet-based websites offering, such as <http://www.infinitysurety.com>, to sell and provide various types of "performance", "bid", and "surety" bonds.
5. The defendant would and did sell, issue, and administer fraudulent, false, and misleading surety bonds to numerous companies located throughout the United States.
6. The defendant would and did engage in the business of insurance in the

State of Texas without obtaining the required licenses, certifications, or authorizations from the Texas Department of Insurance (TDI).

7. The defendant would and did continue to engage his business activities after being ordered to cease and desist by the State of Texas and State of Louisiana.

8. The defendant would and did pledge the same residential properties as collateral on multiple bonds and projects.

9. The defendant would and did represent that he could guarantee multi-million dollar bonds even though he was not capable of honoring those financial obligations—the total value of these projects exceeded \$100 million dollars.

10. The defendant would and did receive in excess of \$2.5 million dollars from over 150 victim companies located throughout the United States via the U.S. mail and private communication couriers.

C. EXECUTION OF THE SCHEME TO DEFRAUD

11. On or about the following dates,

GEORGE DOUGLAS BLACK, SR.

executed and attempted to execute the aforesaid described scheme and artifice to defraud by placing and causing to be placed in an authorized depository for mail matter to be sent and delivered by the United States Postal Service and by any private or commercial interstate carrier, certain mail matter as set forth in the

counts below:

COUNT	DATE	MAIL MATTER
1	Feb. 25, 2009	Check Number 10796 for 1,000 sent from HRE in Houston, Texas to George Black
2	Feb. 25, 2009	Check number 10797 for \$50,000 sent from HRE in Houston, Texas to George Black
3	Feb. 25, 2009	Check number 10798 for \$5,253.99 sent from HRE in Houston, Texas to George Black
4	Feb. 28, 2009	Check number 10852 for \$9,761.95 sent from HRE in Houston, Texas to George Black
5	Mar. 2, 2009	Check number 1016 for \$346,813 sent from HRE in Houston, Texas to George Black
6	Mar. 3, 2009	Check number 10805 for \$10,000 sent from HRE in Houston, Texas to George Black

In violation of Title 18, United States Code, Sections 1341 and 2.

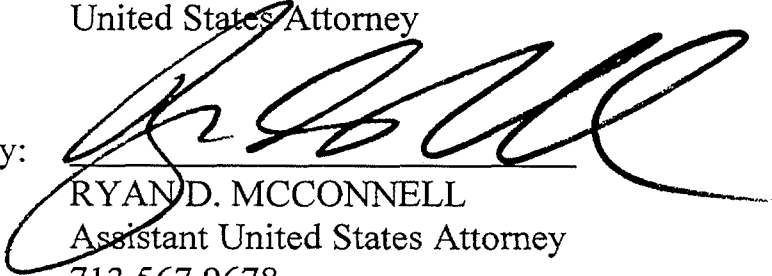
A TRUE BILL:

ORIGINAL SIGNATURE ON FILE

FOREPERSON OF THE GRAND JURY

JOSE ANGEL MORENO
United States Attorney

By:


RYAN D. MCCONNELL
Assistant United States Attorney
713.567.9678

4:10-cr-00223 All Defendants USA v. Black**Date filed:** 04/12/2010**Date terminated:** 09/12/2013**Date of last filing:** 12/18/2014**Attorneys****Financial Litigation**

U S Attorney's Office
Southern District of Texas
P O Box 61129
Houston, TX 77208
713-567-9000
713-718-3391 fax (fax)
flu.usatxs-@usdoj.gov
Assigned: 04/12/2010
ATTORNEY TO BE NOTICED

representing **USA**
(Plaintiff)

Jay Hileman

Office of the US Attorney
1000 Louisiana
Ste 2300
Houston, TX 77002
713-567-9391
713-718-3301 (fax)
jay.hileman@usdoj.gov
Assigned: 12/03/2012
ATTORNEY TO BE NOTICED

representing **USA**
(Plaintiff)

Ryan D McConnell

McConnell Sovany
2402 Sunset Blvd
Houston, TX 77005
713-224-5775
7132298545 (fax)
rdm@mcconnellsovany.com
Assigned: 04/12/2010
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

representing **USA**
(Plaintiff)

Charles William Medlin

Attorney at Law
2211 Norfolk
Suite 735
Houston, TX 77098

representing **George Douglas Black, Sr. (1)**
TERMINATED: 09/12/2013
(Defendant)

713-521-7900
713-521-7907 (fax)
attorneycwm@yahoo.com
Assigned: 03/31/2010
ATTORNEY TO BE NOTICED

Martha A Minnis

Office of U S Attorney
1000 Louisiana
Ste 2300

Houston, TX 77002

713-567-9348

713-718-3406 (fax)

martha.minnis@usdoj.gov

Assigned: 12/18/2014

ATTORNEY TO BE NOTICED

representing **USA**
(Plaintiff)

Federico Andino Reynal

Stradley Davis and Reynal LLP

917 Franklin

Ste 600

Houston, TX 77002

832-427-2711

AReynal@SDRFirm.com

Assigned: 07/20/2010

LEAD ATTORNEY

ATTORNEY TO BE NOTICED

representing **USA**
(Plaintiff)

Joe A Salinas, III

Attorney at Law

PO Box 1305

Houston, TX 77251-1305

713-227-7700

713-227-4510 (fax)

jas3lawtx@aol.com

Assigned: 03/29/2010

TERMINATED: 03/31/2010

ATTORNEY TO BE NOTICED

representing **George Douglas Black, Sr. (1)**
TERMINATED: 09/12/2013
(Defendant)

US Marshal - H

515 Rusk

10th Floor

Houston, TX 77002

713-718-4800

713-718-4848 (fax)

hcourtoperations@usms.doj.gov

representing **USA**
(Plaintiff)

Assigned: 04/12/2010
ATTORNEY TO BE NOTICED

US Pretrial Svcs - H

515 Rusk

6th Floor

Houston, TX 77002

713-250-5218

713-250-5666 (fax)

Assigned: 04/12/2010

ATTORNEY TO BE NOTICED

representing

USA
(Plaintiff)

US Probation - H

515 Rusk

2nd Floor

Houston, TX 77002

713-250-5266

INS_prob1 (fax)

Assigned: 04/12/2010

ATTORNEY TO BE NOTICED

representing

USA
(Plaintiff)

PACER Service Center			
Transaction Receipt			
03/02/2015 13:52:30			
PACER Login:	fs0656:2740594:0	Client Code:	don
Description:	Attorney List	Search Criteria:	4:10-cr-00223
Billable Pages:	1	Cost:	0.10

EXHIBIT 15

RECAP BY CATEGORY
SMITH MIDDLE SCHOOL
Phase 1

Acoustical treatments	\$ 233,378.28
Cabinetry	\$ 23,156.36
Concrete and Asphalt	\$ 4,291.48
Content Manipulation	\$ 540.00
General Demolition	\$ 472,000.00
Doors - Interior and Exterior	\$ 314,932.45
Drywall	\$ 189,964.53
Electrical	\$ 2,546,760.00
Electrical - Special Systems	\$ 209,034.16
Misc. Equipment - Commercial	\$ 8,226.84
Heavy Equipment	\$ 18,500.00
Floor Covering	\$ 334,252.48
Permits and Fees	\$ 543,245.78
Framing and Rough Carpentry	\$ 107,477.81
Labor only	\$ 521,335.68
Masonry	\$ 12,463.36
Metal Structures and components	\$ 58,977.00
Paneling and wood wall finishes	\$ 473.04
Painting	\$ 193,474.70
Roofing	\$ 2,338,600.00
Sofit, Fascia and Gutter	\$ 18,973.90
Specialty items to complete all classrooms/offices	\$ 123,051.44
Stucco and Exterior Plaster	\$ 145,500.00
Windows- Aluminum	\$ 572,653.64
Canopies	\$ 215,850.00
HVAC	\$ 2,640,193.00
Fire suppression systems	\$ 795,000.00
Temp Control HVAC	\$ 255,000.00
Plumbing ADA	\$ 240,000.00
Boilers	\$ 527,396.00

Metal Roof Option

	\$ 13,664,701.93	
Approximate Taxes	\$ 563,668.95	
Sub-Total	\$ 14,228,370.88	

Overhead 10 %	\$ 1,422,837.08	
Profit 10 %	\$ 1,565,120.80	
Bond 3 %	\$ 516,489.86	
Contingency	\$ 1,057,863.66	
Total Contract	\$ 18,790,682.28	

RECAP BY CATEGORY
SMITH MIDDLE SCHOOL
Phase 2

ADA Ramps and Railing	\$ 50,906.00
Sidewalks	\$ 70,300.00
Lockers (800 at \$ 170.00 ea.)	\$ 144,000.00
Landscaping	\$ 69,125.00

	\$ 334,331.00
Approximate Taxes	\$ 13,791.15
Sub-Total	\$ 348,122.15

Overhead 10 %	\$ 34,812.22
Profit 10 %	\$ 38,293.44
Bond 3 %	\$ 12,636.81
Total Contract	\$ 433,864.62

BISD Exposure	\$ 1,491,728.28
---------------	-----------------

Total Phase I and II with Contingency \$ 19,224,546.90

% of funds to be paid by Insurance (Estimate) 97.74
% of funds to be paid by BISD (Estimate) 2.26

	2.26%
\$	434,474.76

HRE Inc.

530 N. Sam Houston Parkway East
Suite 300
Houston, TX 77060
Phone (713) 673-8440
Fax (713) 673-8412

Client: Smith Middle School
Property: 4415 Concord Road
Beaumont, TX 77703

Operator Info:
Operator: SUPER

Estimator: Lloyd Broussard

Business: (713) 874-8650

Type of Estimate: Hurricane
Date Entered: 11/21/2008
Date Est. Completed: 12/3/2008
Date Assigned:
Date Job Completed:

Price List: TXBM5B_27OCT08
Restoration/Service/Remodel
Estimate: SMITH-MIDSCHOOL-2009

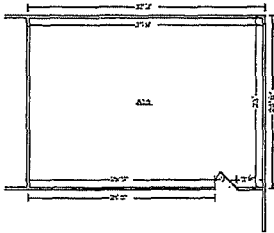
This estimate prepared for Beaumont Independent School District.

HRE Inc.

530 N. Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 Phone (713) 673-8440
 Fax (713) 673-8412

SMITH-MIDSCHOOL-2009

Main Level



A15

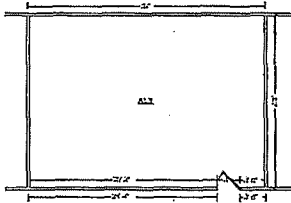
Ceiling Height: 10'

1,095.00 SF Walls	730.25 SF Ceiling
1,825.25 SF Walls & Ceiling	730.25 SF Floor
81.14 SY Flooring	109.50 LF Floor Perimeter
109.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
518. R&R Suspended ceiling tile - 2' x 4'	730.25 SF	0.15	1.09	905.51
519. R&R Suspended ceiling grid - 2' x 4'	730.25 SF	0.14	1.04	861.70
520. R&R Acoustic ceiling tile - Cork Board	730.25 SF	0.46	2.36	2,059.31
521. R&R Sheathing - plywood - Above Cork Board	730.25 SF	0.43	1.94	1,730.70
522. R&R Commercial electrical (SF of bldg) - Extra heavy load	730.25 SF	1.71	39.91	30,393.01
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
523. Scrape the walls & prep for paint	1,095.00 SF	0.00	0.48	525.60
524. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
525. Apply anti-microbial agent	1,825.25 SF	0.00	0.20	365.05
526. Glue down carpet - Commercial grade	839.79 SF	0.00	4.82	4,047.79
15 % waste added for Glue down carpet - Commercial grade.				
527. Cove base molding - rubber or vinyl, 4" high	109.50 LF	0.00	1.67	182.87
528. Seal/prime the walls - one coat	1,095.00 SF	0.00	0.40	438.00
529. Paint the walls - two coats	1,095.00 SF	0.00	0.72	788.40
Totals: A15				42,722.50

HIRE Inc.

530 N. Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 Phone (713) 673-8440
 Fax (713) 673-8412



A13

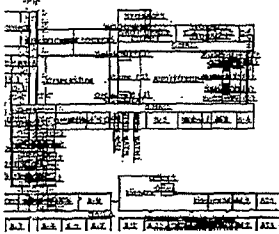
Ceiling Height: 10'

1,093.33 SF Walls	728.33 SF Ceiling
1,821.67 SF Walls & Ceiling	728.33 SF Floor
80.93 SY Flooring	109.33 LF Floor Perimeter
109.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
530. R&R Suspended ceiling tile - 2' x 4'	728.33 SF	0.15	1.09	903.13
531. R&R Suspended ceiling grid - 2' x 4'	728.33 SF	0.14	1.04	859.43
532. R&R Acoustic ceiling tile - Cork Board	728.33 SF	0.46	2.36	2,053.89
533. R&R Sheathing - plywood - Above Cork Board	728.33 SF	0.43	1.94	1,726.14
534. R&R Commercial electrical (SF of bldg) - Extra heavy load	728.33 SF	1.71	39.91	30,313.09
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
535. Scrape the walls & prep for paint	1,093.33 SF	0.00	0.48	524.80
536. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
537. Apply anti-microbial agent	1,821.67 SF	0.00	0.20	364.33
538. Glue down carpet - Commercial grade	837.58 SF	0.00	4.82	4,037.14
15 % waste added for Glue down carpet - Commercial grade.				
539. Cove base molding - rubber or vinyl, 4" high	109.33 LF	0.00	1.67	182.58
540. Seal/prime the walls - one coat	1,093.33 SF	0.00	0.40	437.33
541. Paint the walls - two coats	1,093.33 SF	0.00	0.72	787.20
Totals: A13				42,896.66

HRE Inc.

530 N. Sam Houston Parkway East
 Suite 300
 Houston, TX 77060
 Phone (713) 673-8440
 Fax (713) 673-8412

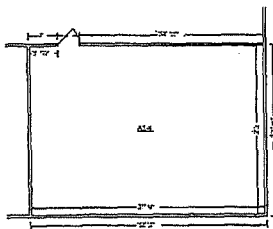


O HALL

Ceiling Height: 9'

6,202.50 SF Walls	3,640.13 SF Ceiling
9,842.63 SF Walls & Ceiling	3,640.13 SF Floor
404.46 SY Flooring	689.17 LF Floor Perimeter
689.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
335. R&R Suspended ceiling tile - 2' x 4'	3,640.13 SF	0.15	1.09	4,513.76
336. R&R Suspended ceiling grid - 2' x 4'	3,640.13 SF	0.14	1.04	4,295.36
337. R&R Commercial electrical (SF of bldg) - Extra heavy load	3,640.13 SF	1.71	39.91	151,502.21
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
338. Scrape part of the walls & prep for paint This is for plaster above all wall tile	3,101.25 SF	0.00	0.48	1,488.60
344. Clean ceramic tile - This is to clean the lower wall tile	3,101.25 SF	0.00	0.37	1,147.46
339. Apply anti-microbial agent	13,482.75 SF	0.00	0.20	2,696.55
341. R&R Tile - vinyl composition - Premium grade	3,640.13 SF	0.87	2.41	11,939.62
342. Seal/prime part of the walls - one coat	3,101.25 SF	0.00	0.40	1,240.50
343. Paint part of the walls - two coats	3,101.25 SF	0.00	0.72	2,232.90
Totals: O HALL				181,056.96



A14

Ceiling Height: 10'

1,095.00 SF Walls	730.25 SF Ceiling
1,825.25 SF Walls & Ceiling	730.25 SF Floor
81.14 SY Flooring	109.50 LF Floor Perimeter
109.50 LF Ceil. Perimeter	

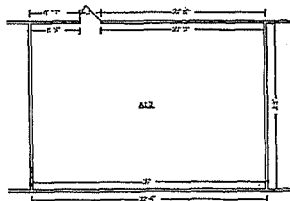
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
542. R&R Suspended ceiling tile - 2' x 4'	730.25 SF	0.15	1.09	905.51
543. R&R Suspended ceiling grid - 2' x 4'	730.25 SF	0.14	1.04	861.70

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CONTINUED - A14

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
544. R&R Acoustic ceiling tile - Cork Board	730.25 SF	0.46	2.36	2,059.31
545. R&R Sheathing - plywood - Above Cork Board	730.25 SF	0.43	1.94	1,730.70
546. R&R Commercial electrical (SF of bldg) - Extra heavy load	730.25 SF	1.71	39.91	30,393.01
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
547. Scrape the walls & prep for paint	1,095.00 SF	0.00	0.48	525.60
548. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
549. Apply anti-microbial agent	1,825.25 SF	0.00	0.20	365.05
550. Glue down carpet - Commercial grade	839.79 SF	0.00	4.82	4,047.79
15 % waste added for Glue down carpet - Commercial grade.				
551. Cove base molding - rubber or vinyl, 4" high	109.50 LF	0.00	1.67	182.87
552. Seal/prime the walls - one coat	1,095.00 SF	0.00	0.40	438.00
553. Paint the walls - two coats	1,095.00 SF	0.00	0.72	788.40
Totals: A14				42,580.98



A12

Ceiling Height: 10'

1,100.00 SF Walls	736.00 SF Ceiling
1,836.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

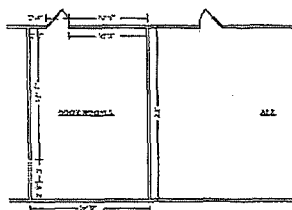
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
554. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
555. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48

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CONTINUED - A12

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
556. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
557. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
558. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
559. Scrape the walls & prep for paint	1,100.00 SF	0.00	0.48	528.00
560. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
561. Apply anti-microbial agent	1,836.00 SF	0.00	0.20	367.20
562. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
563. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
564. Seal/prime the walls - one coat	1,100.00 SF	0.00	0.40	440.00
565. Paint the walls - two coats	1,100.00 SF	0.00	0.72	792.00
Totals: A12				43,331.43



BOOK ROOM 1

Ceiling Height: 11'

825.17 SF Walls	354.58 SF Ceiling
1,179.75 SF Walls & Ceiling	354.58 SF Floor
39.40 SY Flooring	73.83 LF Floor Perimeter
76.83 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8"

Opens into BOOK ROOM 2

Goes to Floor

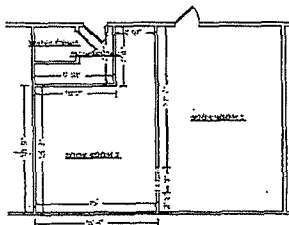
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,024. R&R Suspended ceiling tile - 2' x 4'	354.58 SF	0.15	1.09	439.68

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CONTINUED - BOOK ROOM 1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,025. R&R Suspended ceiling grid - 2' x 4'	354.58 SF	0.14	1.04	418.40
1,026. R&R Acoustic ceiling tile - Cork Board	354.58 SF	0.46	2.36	999.92
1,027. R&R Sheathing - plywood - Above Cork Board	354.58 SF	0.43	1.94	840.36
1,028. R&R Commercial electrical (SF of bldg) - Extra heavy load	354.58 SF	1.71	39.91	14,757.62
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,029. Scrape the walls & prep for paint	825.17 SF	0.00	0.48	396.08
1,030. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,031. Apply anti-microbial agent	1,179.75 SF	0.00	0.20	235.95
1,032. Glue down carpet - Commercial grade	407.77 SF	0.00	4.82	1,965.45
15 % waste added for Glue down carpet - Commercial grade.				
1,033. Cove base molding - rubber or vinyl, 4" high	73.83 LF	0.00	1.67	123.30
1,034. Seal/prime the walls - one coat	825.17 SF	0.00	0.40	330.07
1,035. Paint the walls - two coats	825.17 SF	0.00	0.72	594.12
Totals: BOOK ROOM 1				21,383.99



BOOK ROOM 2

Ceiling Height: 11'

816.00 SF Walls	269.60 SF Ceiling
1,085.60 SF Walls & Ceiling	269.60 SF Floor
29.96 SY Flooring	73.00 LF Floor Perimeter
76.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'0" X 6'8"

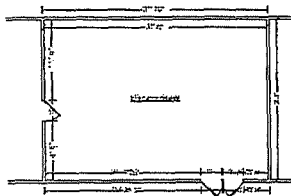
Opens into BOOK ROOM 1

Goes to Floor

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,036. R&R Suspended ceiling tile - 2' x 4'	269.60 SF	0.15	1.09	334.30
1,037. R&R Suspended ceiling grid - 2' x 4'	269.60 SF	0.14	1.04	318.12
1,038. R&R Acoustic ceiling tile - Cork Board	269.60 SF	0.46	2.36	760.28
1,039. R&R Sheathing - plywood - Above Cork Board	269.60 SF	0.43	1.94	638.95
1,040. R&R Commercial electrical (SF of bldg) - Extra heavy load	269.60 SF	1.71	39.91	11,220.76
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,041. Scrape the walls & prep for paint	816.00 SF	0.00	0.48	391.68
1,042. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,043. Apply anti-microbial agent	1,085.60 SF	0.00	0.20	217.12
1,044. Glue down carpet - Commercial grade	310.04 SF	0.00	4.82	1,494.39
15 % waste added for Glue down carpet - Commercial grade.				
1,045. Cove base molding - rubber or vinyl, 4" high	73.00 LF	0.00	1.67	121.91
1,046. Seal/prime the walls - one coat	816.00 SF	0.00	0.40	326.40
1,047. Paint the walls - two coats	816.00 SF	0.00	0.72	587.52
Totals: BOOK ROOM 2				16,694.47



Library Stow

Ceiling Height: 9'

981.00 SF Walls	724.50 SF Ceiling
1,705.50 SF Walls & Ceiling	724.50 SF Floor
80.50 SY Flooring	109.00 LF Floor Perimeter
109.00 LF Ceil. Perimeter	

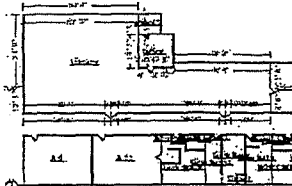
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,022. R&R Suspended ceiling tile - 2' x 4'	724.50 SF	0.15	1.09	898.39
1,023. R&R Commercial electrical (SF of bldg) - Extra heavy load	724.50 SF	1.71	39.91	30,153.70
The above line item includes all Wire, Switches, Plugs, Light Fixtures				

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CONTINUED - Library Stow

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Library Stow				31,052.09

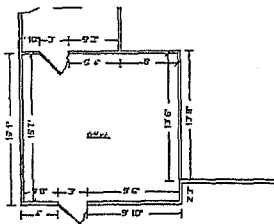


Library

Ceiling Height: 9'

2,980.50 SF Walls			3,909.24 SF Ceiling	
6,889.74 SF Walls & Ceiling			3,909.24 SF Floor	
434.36 SY Flooring			331.17 LF Floor Perimeter	
331.17 LF Ceil. Perimeter				

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,013. R&R Suspended ceiling tile - 2' x 4'	3,909.24 SF	0.15	1.09	4,847.46
1,015. R&R Commercial electrical (SF of bldg) - Extra heavy load	3,909.24 SF	1.71	39.91	162,702.57
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
Totals: Library				167,550.03



Office

Ceiling Height: 9'

571.50 SF Walls			251.93 SF Ceiling	
823.43 SF Walls & Ceiling			251.93 SF Floor	
27.99 SY Flooring			63.50 LF Floor Perimeter	
63.50 LF Ceil. Perimeter				

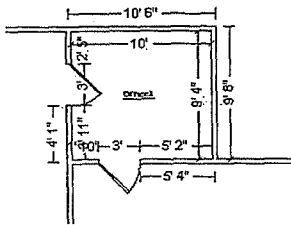
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,004. R&R Suspended ceiling tile - 2' x 4'	251.93 SF	0.15	1.09	312.39

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CONTINUED - Office

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,005. R&R Suspended ceiling grid - 2' x 4'	251.93 SF	0.14	1.04	297.28
1,006. R&R Commercial electrical (SF of bldg) - Extra heavy load	251.93 SF	1.71	39.91	10,485.33
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,007. R&R 5/8" drywall - hung, taped, floated, ready for paint	285.75 SF	0.31	1.52	522.92
1,008. Apply anti-microbial agent	1,075.36 SF	0.00	0.20	215.07
1,009. Glue down carpet - Commercial grade	289.72 SF	0.00	4.82	1,396.45
15 % waste added for Glue down carpet - Commercial grade.				
1,010. Cove base molding - rubber or vinyl, 4" high	63.50 LF	0.00	1.67	106.05
1,011. Seal/prime the walls - one coat	571.50 SF	0.00	0.40	228.60
1,012. Paint the walls - two coats	571.50 SF	0.00	0.72	411.48
Totals: Office				13,975.57



Office1

Ceiling Height: 9'

348.00 SF Walls	93.33 SF Ceiling
441.33 SF Walls & Ceiling	93.33 SF Floor
10.37 SY Flooring	38.67 LF Floor Perimeter
38.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
995. R&R Suspended ceiling tile - 2' x 4'	93.33 SF	0.15	1.09	115.73
996. R&R Suspended ceiling grid - 2' x 4'	93.33 SF	0.14	1.04	110.13
997. R&R Commercial electrical (SF of bldg) - Extra heavy load	93.33 SF	1.71	39.91	3,884.39

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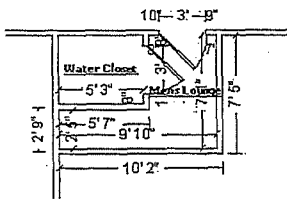
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CONTINUED - Office1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
998. R&R 5/8" drywall - hung, taped, floated, ready for paint	174.00 SF	0.31	3.20	610.74
999. Apply anti-microbial agent	534.67 SF	0.00	0.20	106.93
1,000. Glue down carpet - Commercial grade	107.33 SF	0.00	4.82	517.33
15 % waste added for Glue down carpet - Commercial grade.				
1,001. Cove base molding - rubber or vinyl, 4" high	38.67 LF	0.00	1.67	64.58
1,002. Seal/prime the walls - one coat	348.00 SF	0.00	0.40	139.20
1,003. Paint the walls - two coats	348.00 SF	0.00	1.50	522.00
Totals: Office1				6,071.03

Mens Lounge

Ceiling Height: 9'



304.50 SF Walls	43.63 SF Ceiling
348.13 SF Walls & Ceiling	43.63 SF Floor
4.85 SY Flooring	33.83 LF Floor Perimeter
33.83 LF Ceil. Perimeter	

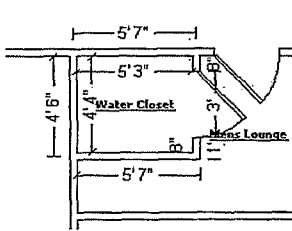
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
310. R&R Suspended ceiling tile - 2' x 4'	43.63 SF	0.15	1.09	54.10
311. R&R Commercial electrical (SF of bldg) - Extra heavy load	43.63 SF	1.71	39.91	1,815.88
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
312. Scrape the walls & prep for paint	304.50 SF	0.00	0.48	146.16
313. Apply anti-microbial agent	348.13 SF	0.00	0.20	69.63
314. Tile - vinyl composition - Premium grade	43.63 SF	0.00	2.41	105.15

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CONTINUED - Mens Lounge

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
315. Seal/prime the walls - one coat	304.50 SF	0.00	0.40	121.80
316. Paint the walls - two coats	304.50 SF	0.00	0.72	219.24
Totals: Mens Lounge				2,531.96



Water Closet

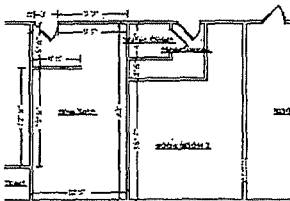
Ceiling Height: 9'

172.41 SF Walls	22.75 SF Ceiling
195.16 SF Walls & Ceiling	22.75 SF Floor
2.53 SY Flooring	19.16 LF Floor Perimeter
19.16 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
303. R&R Suspended ceiling tile - 2' x 4'	22.75 SF	0.15	1.09	28.21
304. R&R Commercial electrical (SF of bldg) - Extra heavy load	22.75 SF	1.71	39.91	946.85
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
306. Apply anti-microbial agent	195.16 SF	0.00	0.20	39.03
307. Clean ceramic tile	22.75 SF	0.00	0.37	8.42
381. Clean Wall tile	172.41 SF	0.00	0.37	63.79
Totals: Water Closet				1,086.30

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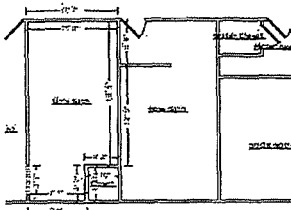


Boys Bath

Ceiling Height: 9'

750.01 SF Walls	283.44 SF Ceiling
1,033.45 SF Walls & Ceiling	283.44 SF Floor
31.49 SY Flooring	83.33 LF Floor Perimeter
83.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
382. R&R Suspended ceiling tile - 2' x 4'	283.44 SF	0.15	1.09	351.47
383. R&R Commercial electrical (SF of bldg) - Extra heavy load	283.44 SF	1.71	39.91	11,796.77
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
384. Apply anti-microbial agent	1,033.45 SF	0.00	0.20	206.69
385. Clean ceramic tile	283.44 SF	0.00	0.37	104.87
386. Clean Wall tile	750.01 SF	0.00	0.37	277.50
Totals: Boys Bath				12,737.30



Girls Bath

Ceiling Height: 9'

592.61 SF Walls	239.65 SF Ceiling
832.26 SF Walls & Ceiling	239.65 SF Floor
26.63 SY Flooring	64.92 LF Floor Perimeter
68.50 LF Ceil. Perimeter	

Missing Wall: 1 - 3'7" X 6'8" Opens into Girls Bath1 Goes to Floor

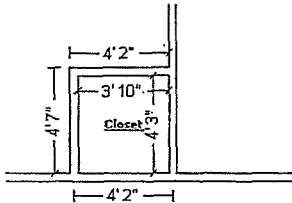
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
387. R&R Suspended ceiling tile - 2' x 4'	239.65 SF	0.15	1.09	297.17
388. R&R Commercial electrical (SF of bldg) - Extra heavy load	239.65 SF	1.71	39.91	9,974.23
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
389. Apply anti-microbial agent	832.26 SF	0.00	0.20	166.45
390. Clean ceramic tile	239.65 SF	0.00	0.37	88.67
391. Clean Wall tile	592.61 SF	0.00	0.37	219.27

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CONTINUED - Girls Bath

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Girls Bath				10,745.79



Closet

Ceiling Height: 9'

145.50 SF Walls	16.29 SF Ceiling
161.79 SF Walls & Ceiling	16.29 SF Floor
1.81 SY Flooring	16.17 LF Floor Perimeter
16.17 LF Ceil. Perimeter	

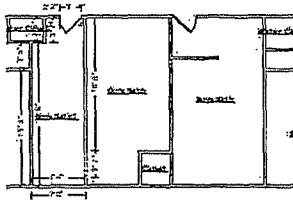
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,060. R&R Suspended ceiling tile - 2' x 4'	16.29 SF	0.15	1.09	20.20
1,061. R&R Suspended ceiling grid - 2' x 4'	16.29 SF	0.14	1.04	19.22
1,062. R&R Acoustic ceiling tile - Cork Board	16.29 SF	0.46	2.36	45.93
1,063. R&R Sheathing - plywood - Above Cork Board	16.29 SF	0.43	1.94	38.60
1,064. R&R Commercial electrical (SF of bldg) - Extra heavy load	16.29 SF	1.71	39.91	677.99
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,065. Scrape the walls & prep for paint	145.50 SF	0.00	0.48	69.84
1,066. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
1,067. Apply anti-microbial agent	161.79 SF	0.00	0.20	32.36
1,068. Glue down carpet - Commercial grade	18.74 SF	0.00	4.82	90.33
15 % waste added for Glue down carpet - Commercial grade.				
1,069. Cove base molding - rubber or vinyl, 4" high	16.17 LF	0.00	1.67	27.00
1,070. Seal/prime the walls - one coat	145.50 SF	0.00	0.40	58.20
1,071. Paint the walls - two coats	145.50 SF	0.00	0.72	104.76

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CONTINUED - Closet

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Closet				1,467.47



Girls Bath1

Ceiling Height: 9'

522.11 SF Walls	161.50 SF Ceiling
683.61 SF Walls & Ceiling	161.50 SF Floor
17.94 SY Flooring	57.08 LF Floor Perimeter
60.67 LF Ceil. Perimeter	

Missing Wall: 1 - 3'7" X 6'8"

Opens into Girls Bath

Goes to Floor

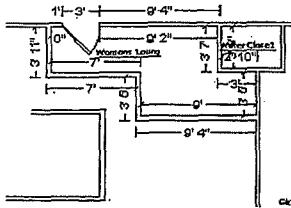
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
392. R&R Suspended ceiling tile - 2' x 4'	161.50 SF	0.15	1.09	200.27
393. R&R Commercial electrical (SF of bldg) - Extra heavy load	161.50 SF	1.71	39.91	6,721.64
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
394. Apply anti-microbial agent	683.61 SF	0.00	0.20	136.72
395. Clean ceramic tile	161.50 SF	0.00	0.37	59.76
396. Clean Wall tile	522.11 SF	0.00	0.37	193.18
Totals: Girls Bath1				7,311.57

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Womens Loung

Ceiling Height: 9'

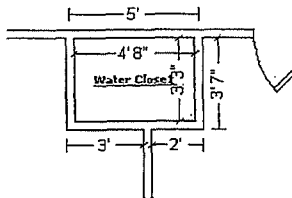


414.00 SF Walls	77.33 SF Ceiling
491.33 SF Walls & Ceiling	77.33 SF Floor
8.59 SY Flooring	46.00 LF Floor Perimeter
46.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
986. R&R Suspended ceiling tile - 2' x 4'	77.33 SF	0.15	1.09	95.89
987. R&R Suspended ceiling grid - 2' x 4'	77.33 SF	0.14	1.04	91.25
988. R&R Commercial electrical (SF of bldg) - Extra heavy load	77.33 SF	1.71	39.91	3,218.47
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
989. R&R 5/8" drywall - hung, taped, floated, ready for paint	207.00 SF	0.31	1.52	378.81
990. Apply anti-microbial agent	568.66 SF	0.00	0.20	113.73
991. Glue down carpet - Commercial grade	88.93 SF	0.00	4.82	428.64
15 % waste added for Glue down carpet - Commercial grade.				
992. Cove base molding - rubber or vinyl, 4" high	46.00 LF	0.00	1.67	76.82
993. Seal/prime the walls - one coat	414.00 SF	0.00	0.40	165.60
994. Paint the walls - two coats	414.00 SF	0.00	0.72	298.08
Totals: Womens Loung				4,867.29

Water Close1

Ceiling Height: 9'



142.52 SF Walls	15.17 SF Ceiling
157.69 SF Walls & Ceiling	15.17 SF Floor
1.69 SY Flooring	15.84 LF Floor Perimeter
15.84 LF Ceil. Perimeter	

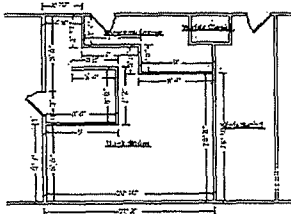
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
397. R&R Suspended ceiling tile - 2' x 4'	15.17 SF	0.15	1.09	18.82

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CONTINUED - Water Close1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
398. R&R Commercial electrical (SF of bldg) - Extra heavy load	15.17 SF	1.71	39.91	631.37
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
399. Apply anti-microbial agent	157.69 SF	0.00	0.20	31.54
400. Clean ceramic tile	15.17 SF	0.00	0.37	5.61
401. Clean Wall tile	142.52 SF	0.00	0.37	52.73
Totals: Water Close1				740.07



Dark Room

Ceiling Height: 9'

1,166.54 SF Walls	376.26 SF Ceiling
1,542.80 SF Walls & Ceiling	376.26 SF Floor
41.81 SY Flooring	129.62 LF Floor Perimeter
129.62 LF Ceil. Perimeter	

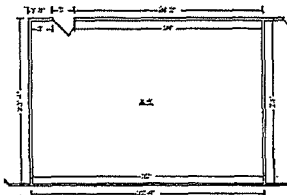
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,048. R&R Suspended ceiling tile - 2' x 4'	376.26 SF	0.15	1.09	466.56
1,049. R&R Suspended ceiling grid - 2' x 4'	376.26 SF	0.14	1.04	443.99
1,050. R&R Acoustic ceiling tile - Cork Board	376.26 SF	0.46	2.36	1,061.05
1,051. R&R Sheathing - plywood - Above Cork Board	376.26 SF	0.43	1.94	891.73
1,052. R&R Commercial electrical (SF of bldg) - Extra heavy load	376.26 SF	1.71	39.91	15,659.94
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,053. Scrape the walls & prep for paint	1,166.54 SF	0.00	0.48	559.94
1,054. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04

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CONTINUED - Dark Room

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,055. Apply anti-microbial agent	1,542.80 SF	0.00	0.20	308.56
1,056. Glue down carpet - Commercial grade	432.70 SF	0.00	4.82	2,085.61
15 % waste added for Glue down carpet - Commercial grade.				
1,057. Cove base molding - rubber or vinyl, 4" high	129.62 LF	0.00	1.67	216.47
1,058. Seal/prime the walls - one coat	1,166.54 SF	0.00	0.40	466.62
1,059. Paint the walls - two coats	1,166.54 SF	0.00	0.72	839.91
Totals: Dark Room				23,283.42



A 9

Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

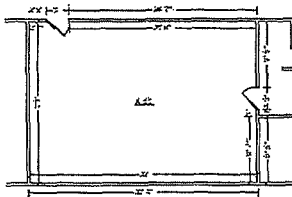
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
566. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
567. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
568. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
569. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
570. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
571. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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CONTINUED - A 9

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
572. Plaster patch / small repair - ready for paint	2.00 EA	0.00	141.52	283.04
573. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
574. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
575. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
576. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
577. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A 9				42,708.87



Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

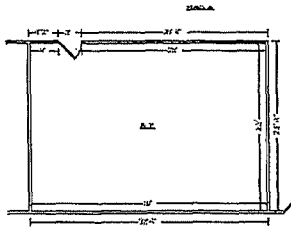
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
578. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
579. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
580. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
581. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
582. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
583. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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CONTINUED - A 11

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
584. Plaster patch / small repair - ready for paint	4.00 EA	0.00	141.52	566.08
585. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
586. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
587. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
588. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
589. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A 11				42,991.91



Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

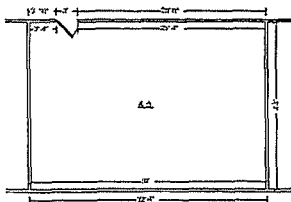
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
590. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
591. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
592. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
593. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
594. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
595. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
596. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
597. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
598. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
599. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
600. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
601. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-7				43,133.43



A-5

Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

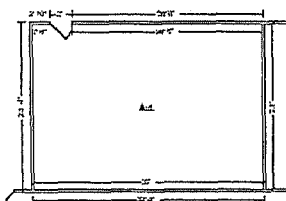
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
626. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
627. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
628. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
629. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
630. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
631. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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CONTINUED - A-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
632. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
633. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
634. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
635. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
636. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
637. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-5				43,133.43



A-4

Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

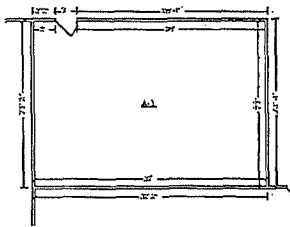
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
614. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
615. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
616. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
617. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
618. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
619. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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CONTINUED - A-4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
620. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
621. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
622. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
623. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
624. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
625. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-4				43,133.43



A-3

Ceiling Height: 9'

990.00 SF Walls	736.00 SF Ceiling
1,726.00 SF Walls & Ceiling	736.00 SF Floor
81.78 SY Flooring	110.00 LF Floor Perimeter
110.00 LF Ceil. Perimeter	

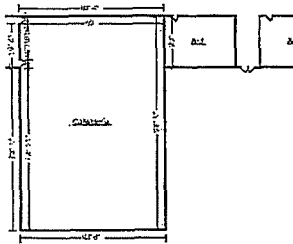
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
602. R&R Suspended ceiling tile - 2' x 4'	736.00 SF	0.15	1.09	912.64
603. R&R Suspended ceiling grid - 2' x 4'	736.00 SF	0.14	1.04	868.48
604. R&R Acoustic ceiling tile - Cork Board	736.00 SF	0.46	2.36	2,075.52
605. R&R Sheathing - plywood - Above Cork Board	736.00 SF	0.43	1.94	1,744.32
606. R&R Commercial electrical (SF of bldg) - Extra heavy load	736.00 SF	1.71	39.91	30,632.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
607. Scrape the walls & prep for paint	990.00 SF	0.00	0.48	475.20

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
608. Plaster patch / small repair - ready for paint	1.00 EA	0.00	141.52	141.52
609. Apply anti-microbial agent	1,726.00 SF	0.00	0.20	345.20
610. Glue down carpet - Commercial grade	846.40 SF	0.00	4.82	4,079.65
15 % waste added for Glue down carpet - Commercial grade.				
611. Cove base molding - rubber or vinyl, 4" high	110.00 LF	0.00	1.67	183.70
612. Seal/prime the walls - one coat	990.00 SF	0.00	0.40	396.00
613. Paint the walls - two coats	990.00 SF	0.00	0.72	712.80
Totals: A-3				42,567.35



Cafeteria

Ceiling Height: 9'

2,863.50 SF Walls	6,053.25 SF Ceiling
8,916.75 SF Walls & Ceiling	6,053.25 SF Floor
672.58 SY Flooring	318.17 LF Floor Perimeter
318.17 LF Ceil. Perimeter	

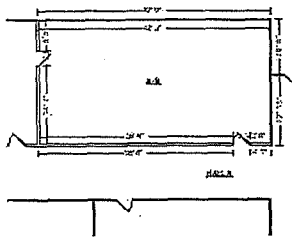
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,096. R&R Suspended ceiling tile - 2' x 4'	6,053.25 SF	0.15	1.09	7,506.03
1,100. R&R Commercial electrical (SF of bldg) - Extra heavy load	6,053.25 SF	1.71	39.91	251,936.27
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,103. Apply anti-microbial agent	8,916.75 SF	0.00	0.20	1,783.35
1,108. R&R Tile - vinyl composition - High Traffic	6,053.25 SF	1.88	3.37	31,779.56
1,213. Remove Three coat plaster over metal lath	2,863.50 SF	1.06	0.00	3,035.31

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CONTINUED - Cafeteria

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,105. Cove base molding - rubber or vinyl, 4" high	318.17 LF	0.00	1.67	531.34
1,106. Seal/prime the walls - one coat	2,863.50 SF	0.00	0.40	1,145.40
1,107. Paint the walls - two coats	2,863.50 SF	0.00	0.72	2,061.72
1,186. R&R 1/4" Cement board	6,053.25 SF	0.63	3.41	24,455.13
1,187. R&R Steel door frame - 6' opening	5.00 EA	15.58	183.09	993.35
1,188. R&R Steel door, 3' x 7' - fire rated	10.00 EA	11.42	347.20	3,586.20
1,214. 5/8" gypsum panel - fiber reinforced - abuse resistant	2,863.50 SF	0.00	2.42	6,929.67
1,215. Hat channel, 16" OC	6,000.00 LF	0.00	0.89	5,340.00
1,216. Texture drywall - smooth / skim coat	2,863.50 SF	0.00	0.82	2,348.07
Totals: Cafeteria				343,431.40



A-8

Ceiling Height: 9'

1,174.50 SF Walls	971.75 SF Ceiling
2,146.25 SF Walls & Ceiling	971.75 SF Floor
107.97 SY Flooring	130.50 LF Floor Perimeter
130.50 LF Ceil. Perimeter	

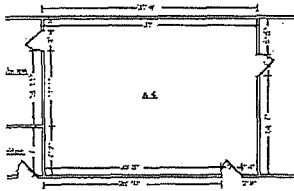
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
638. R&R Suspended ceiling tile - 2' x 4'	971.75 SF	0.15	1.09	1,204.97
639. R&R Suspended ceiling grid - 2' x 4'	971.75 SF	0.14	1.04	1,146.67
640. R&R Acoustic ceiling tile - Cork Board	971.75 SF	0.46	2.36	2,740.34
641. R&R Sheathing - plywood - Above Cork Board	971.75 SF	0.43	1.94	2,303.05

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
642. R&R Commercial electrical (SF of bldg) - Extra heavy load	971.75 SF	1.71	39.91	40,444.23
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
643. Scrape the walls & prep for paint	1,174.50 SF	0.00	0.48	563.76
644. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
645. Apply anti-microbial agent	2,146.25 SF	0.00	0.20	429.25
646. Glue down carpet - Commercial grade	1,117.51 SF	0.00	4.82	5,386.40
15 % waste added for Glue down carpet - Commercial grade.				
647. Cove base molding - rubber or vinyl, 4" high	130.50 LF	0.00	1.67	217.94
648. Seal/prime the walls - one coat	1,174.50 SF	0.00	0.40	469.80
649. Paint the walls - two coats	1,174.50 SF	0.00	0.72	845.64
Totals: A-8				56,459.65



A-6

Ceiling Height: 9'

972.00 SF Walls	713.00 SF Ceiling
1,685.00 SF Walls & Ceiling	713.00 SF Floor
79.22 SY Flooring	108.00 LF Floor Perimeter
108.00 LF Ceil. Perimeter	

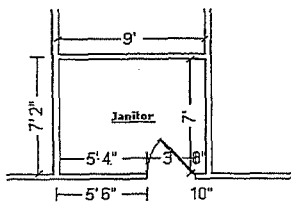
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
650. R&R Suspended ceiling tile - 2' x 4'	713.00 SF	0.15	1.09	884.12
651. R&R Suspended ceiling grid - 2' x 4'	713.00 SF	0.14	1.04	841.34
652. R&R Acoustic ceiling tile - Cork Board	713.00 SF	0.46	2.36	2,010.66
653. R&R Sheathing - plywood - Above Cork Board	713.00 SF	0.43	1.94	1,689.81

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
654. R&R Commercial electrical (SF of bldg) - Extra heavy load	713.00 SF	1.71	39.91	29,675.06
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
655. Scrape the walls & prep for paint	972.00 SF	0.00	0.48	466.56
656. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
657. Apply anti-microbial agent	1,685.00 SF	0.00	0.20	337.00
658. Glue down carpet - Commercial grade	819.95 SF	0.00	4.82	3,952.16
15 % waste added for Glue down carpet - Commercial grade.				
659. Cove base molding - rubber or vinyl, 4" high	108.00 LF	0.00	1.67	180.36
660. Seal/prime the walls - one coat	972.00 SF	0.00	0.40	388.80
661. Paint the walls - two coats	972.00 SF	0.00	0.72	699.84
Totals: A-6				41,833.31



Janitor

Ceiling Height: 9'

288.00 SF Walls	63.00 SF Ceiling
351.00 SF Walls & Ceiling	63.00 SF Floor
7.00 SY Flooring	32.00 LF Floor Perimeter
32.00 LF Ceil. Perimeter	

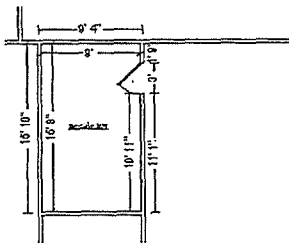
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,084. R&R Suspended ceiling tile - 2' x 4'	63.00 SF	0.15	1.09	78.12
1,085. R&R Suspended ceiling grid - 2' x 4'	63.00 SF	0.14	1.04	74.34
1,086. R&R Acoustic ceiling tile - Cork Board	63.00 SF	0.46	2.36	177.66

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CONTINUED - Janitor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,087. R&R Sheathing - plywood - Above Cork Board	63.00 SF	0.43	1.94	149.31
1,088. R&R Commercial electrical (SF of bldg) - Extra heavy load	63.00 SF	1.71	39.91	2,622.06
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,089. Scrape the walls & prep for paint	288.00 SF	0.00	0.48	138.24
1,091. Apply anti-microbial agent	351.00 SF	0.00	0.20	70.20
1,092. Glue down carpet - Commercial grade	72.45 SF	0.00	4.82	349.21
15 % waste added for Glue down carpet - Commercial grade.				
1,093. Cove base molding - rubber or vinyl, 4" high	32.00 LF	0.00	1.67	53.44
1,094. Seal/prime the walls - one coat	288.00 SF	0.00	0.40	115.20
1,095. Paint the walls - two coats	288.00 SF	0.00	0.72	207.36
Totals: Janitor				4,035.14



Repair RM

Ceiling Height: 9'

444.00 SF Walls	141.00 SF Ceiling
585.00 SF Walls & Ceiling	141.00 SF Floor
15.67 SY Flooring	49.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

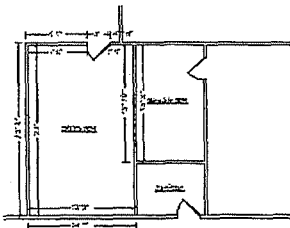
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,072. R&R Suspended ceiling tile - 2' x 4'	141.00 SF	0.15	1.09	174.84
1,073. R&R Suspended ceiling grid - 2' x 4'	141.00 SF	0.14	1.04	166.38
1,074. R&R Acoustic ceiling tile - Cork Board	141.00 SF	0.46	2.36	397.62

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CONTINUED - Repair RM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,075. R&R Sheathing - plywood - Above Cork Board	141.00 SF	0.43	1.94	334.17
1,076. R&R Commercial electrical (SF of bldg) - Extra heavy load	141.00 SF	1.71	39.91	5,868.42
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,077. Scrape the walls & prep for paint	444.00 SF	0.00	0.48	213.12
1,079. Apply anti-microbial agent	585.00 SF	0.00	0.20	117.00
1,080. Glue down carpet - Commercial grade	162.15 SF	0.00	4.82	781.56
15 % waste added for Glue down carpet - Commercial grade.				
1,081. Cove base molding - rubber or vinyl, 4" high	49.33 LF	0.00	1.67	82.38
1,082. Seal/prime the walls - one coat	444.00 SF	0.00	0.40	177.60
1,083. Paint the walls - two coats	444.00 SF	0.00	0.72	319.68
Totals: Repair RM				8,632.77



Boys Restroom

Ceiling Height: 9'

661.50 SF Walls	316.25 SF Ceiling
977.75 SF Walls & Ceiling	316.25 SF Floor
35.14 SY Flooring	73.50 LF Floor Perimeter
73.50 LF Ceil. Perimeter	

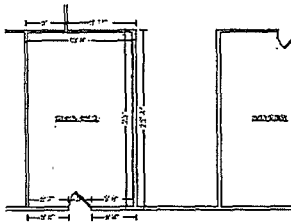
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
402. R&R Suspended ceiling tile - 2' x 4'	316.25 SF	0.15	1.09	392.15
403. R&R Commercial electrical (SF of bldg) - Extra heavy load	316.25 SF	1.71	39.91	13,162.33
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
404. Apply anti-microbial agent	977.75 SF	0.00	0.20	195.55

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CONTINUED - Boys Restroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
405. Clean ceramic tile	316.25 SF	0.00	0.37	117.01
406. Clean Wall tile	661.50 SF	0.00	0.37	244.76
Totals: Boys Restroom				14,111.80

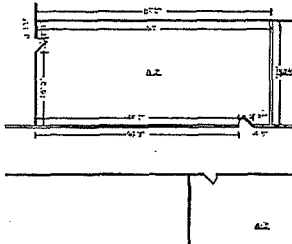
**Girls Restroom 2****Ceiling Height: 9'**

661.50 SF Walls	316.25 SF Ceiling
977.75 SF Walls & Ceiling	316.25 SF Floor
35.14 SY Flooring	73.50 LF Floor Perimeter
73.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
407. R&R Suspended ceiling tile - 2' x 4'	316.25 SF	0.15	1.09	392.15
408. R&R Commercial electrical (SF of bldg) - Extra heavy load	316.25 SF	1.71	39.91	13,162.33
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
409. Apply anti-microbial agent	977.75 SF	0.00	0.20	195.55
410. Clean ceramic tile	316.25 SF	0.00	0.37	117.01
411. Clean Wall tile	661.50 SF	0.00	0.37	244.76
Totals: Girls Restroom 2				14,111.80

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A-2

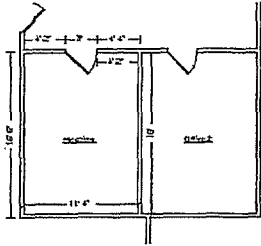
Ceiling Height: 9'

1,332.00 SF Walls	1,173.00 SF Ceiling
2,505.00 SF Walls & Ceiling	1,173.00 SF Floor
130.33 SY Flooring	148.00 LF Floor Perimeter
148.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
662. R&R Suspended ceiling tile - 2' x 4'	1,173.00 SF	0.15	1.09	1,454.52
663. R&R Suspended ceiling grid - 2' x 4'	1,173.00 SF	0.14	1.04	1,384.14
664. R&R Acoustic ceiling tile - Cork Board	1,173.00 SF	0.46	2.36	3,307.86
665. R&R Sheathing - plywood - Above Cork Board	1,173.00 SF	0.43	1.94	2,780.01
666. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,173.00 SF	1.71	39.91	48,820.26
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
667. Scrape the walls & prep for paint	1,332.00 SF	0.00	0.48	639.36
668. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
669. Apply anti-microbial agent	2,505.00 SF	0.00	0.20	501.00
670. Glue down carpet - Commercial grade	1,348.95 SF	0.00	4.82	6,501.94
15 % waste added for Glue down carpet - Commercial grade.				
671. Cove base molding - rubber or vinyl, 4" high	148.00 LF	0.00	1.67	247.16
672. Seal/prime the walls - one coat	1,332.00 SF	0.00	0.40	532.80
673. Paint the walls - two coats	1,332.00 SF	0.00	0.72	959.04
Totals: A-2				67,835.69

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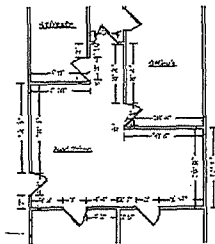


Meeting

Ceiling Height: 9'

492.00 SF Walls	181.33 SF Ceiling
673.33 SF Walls & Ceiling	181.33 SF Floor
20.15 SY Flooring	54.67 LF Floor Perimeter
54.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
977. R&R Suspended ceiling tile - 2' x 4'	181.33 SF	0.15	1.09	224.85
978. R&R Suspended ceiling grid - 2' x 4'	181.33 SF	0.14	1.04	213.97
979. R&R Commercial electrical (SF of bldg) - Extra heavy load	181.33 SF	1.71	39.91	7,546.95
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
980. R&R 5/8" drywall - hung, taped, floated, ready for paint	246.00 SF	0.31	1.52	450.18
981. Apply anti-microbial agent	854.67 SF	0.00	0.20	170.93
982. Glue down carpet - Commercial grade	208.53 SF	0.00	4.82	1,005.11
15 % waste added for Glue down carpet - Commercial grade.				
983. Cove base molding - rubber or vinyl, 4" high	54.67 LF	0.00	1.67	91.30
984. Seal/prime the walls - one coat	492.00 SF	0.00	0.40	196.80
985. Paint the walls - two coats	492.00 SF	0.00	0.72	354.24
Totals: Meeting				10,254.33



Asst Princ

Ceiling Height: 9'

817.50 SF Walls	349.36 SF Ceiling
1,166.86 SF Walls & Ceiling	349.36 SF Floor
38.82 SY Flooring	90.83 LF Floor Perimeter
90.83 LF Ceil. Perimeter	

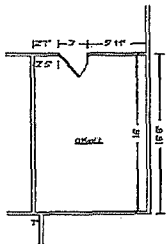
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
463. R&R Suspended ceiling tile - 2' x 4'	349.36 SF	0.15	1.09	433.20
464. R&R Suspended ceiling grid - 2' x 4'	349.36 SF	0.14	1.04	412.24

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CONTINUED - Asst Princ

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
465. R&R Commercial electrical (SF of bldg) - Extra heavy load	349.36 SF	1.71	39.91	14,540.37
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
466. R&R 5/8" drywall - hung, taped, floated, ready for paint	408.75 SF	0.31	1.52	748.01
467. Apply anti-microbial agent	1,516.22 SF	0.00	0.20	303.24
488. Glue down carpet - Commercial grade	401.77 SF	0.00	4.82	1,936.53
15 % waste added for Glue down carpet - Commercial grade.				
469. Seal/prime the walls - one coat	817.50 SF	0.00	0.40	327.00
470. Paint the walls - two coats	817.50 SF	0.00	0.72	588.60
Totals: Asst Princ				19,289.19



Office2

Ceiling Height: 9'

492.00 SF Walls	181.33 SF Ceiling
673.33 SF Walls & Ceiling	181.33 SF Floor
20.15 SY Flooring	54.67 LF Floor Perimeter
54.67 LF Ceil. Perimeter	

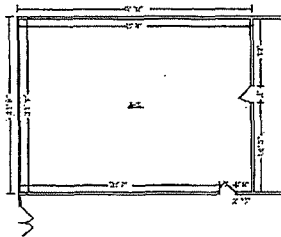
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
471. R&R Suspended ceiling tile - 2' x 4'	181.33 SF	0.15	1.09	224.85
472. R&R Suspended ceiling grid - 2' x 4'	181.33 SF	0.14	1.04	213.97
473. R&R Commercial electrical (SF of bldg) - Extra heavy load	181.33 SF	1.71	39.91	7,546.95
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
474. R&R 5/8" drywall - hung, taped, floated, ready for paint	246.00 SF	0.31	1.52	450.18
475. Apply anti-microbial agent	854.67 SF	0.00	0.20	170.93
487. Glue down carpet - Commercial grade	208.53 SF	0.00	4.82	1,005.11
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CONTINUED - Office2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Commercial grade.				
495. Cove base molding - rubber or vinyl, 4" high	54.67 LF	0.00	1.67	91.30
477. Seal/prime the walls - one coat	492.00 SF	0.00	0.40	196.80
478. Paint the walls - two coats	492.00 SF	0.00	0.72	354.24
Totals: Office2				10,254.33



Ceiling Height: 9'

1,306.50 SF Walls	1,291.67 SF Ceiling
2,598.17 SF Walls & Ceiling	1,291.67 SF Floor
143.52 SY Flooring	145.17 LF Floor Perimeter
145.17 LF Ceil. Perimeter	

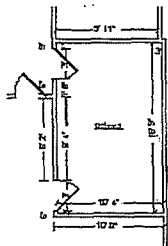
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
674. R&R Suspended ceiling tile - 2' x 4'	1,291.67 SF	0.15	1.09	1,601.67
675. R&R Suspended ceiling grid - 2' x 4'	1,291.67 SF	0.14	1.04	1,524.17
676. R&R Acoustic ceiling tile - Cork Board	1,291.67 SF	0.46	2.36	3,642.51
677. R&R Sheathing - plywood - Above Cork Board	1,291.67 SF	0.43	1.94	3,061.26
678. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,291.67 SF	1.71	39.91	53,759.31
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
679. Scrape the walls & prep for paint	1,306.50 SF	0.00	0.48	627.12
680. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
681. Apply anti-microbial agent	2,598.17 SF	0.00	0.20	519.63
682. Glue down carpet - Commercial grade	1,485.42 SF	0.00	4.82	7,159.72

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CONTINUED - A-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Commercial grade.				
683. Cove base molding - rubber or vinyl, 4" high	145.17 LF	0.00	1.67	242.43
684. Seal/prime the walls - one coat	1,306.50 SF	0.00	0.40	522.60
685. Paint the walls - two coats	1,306.50 SF	0.00	0.72	940.68
Totals: A-1				74,308.70



Office3

Ceiling Height: 9'

487.50 SF Walls	173.08 SF Ceiling
660.58 SF Walls & Ceiling	173.08 SF Floor
19.23 SY Flooring	54.17 LF Floor Perimeter
54.17 LF Ceil. Perimeter	

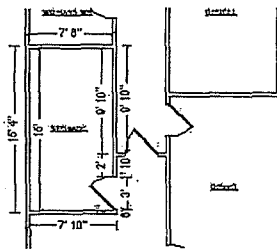
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
479. R&R Suspended ceiling tile - 2' x 4'	173.08 SF	0.15	1.09	214.62
480. R&R Suspended ceiling grid - 2' x 4'	173.08 SF	0.14	1.04	204.23
481. R&R Commercial electrical (SF of bldg) - Extra heavy load	173.08 SF	1.71	39.91	7,203.59
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
482. R&R 5/8" drywall - hung, taped, floated, ready for paint	243.75 SF	0.31	1.52	446.06
483. Apply anti-microbial agent	833.67 SF	0.00	0.20	166.73
484. Glue down carpet - Commercial grade	199.05 SF	0.00	4.82	959.42
15 % waste added for Glue down carpet - Commercial grade.				
494. Cove base molding - rubber or vinyl, 4" high	54.17 LF	0.00	1.67	90.46
485. Seal/prime the walls - one coat	487.50 SF	0.00	0.40	195.00
486. Paint the walls - two coats	487.50 SF	0.00	0.72	351.00

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CONTINUED - Office3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: Office3				9,831.11



STORAGE

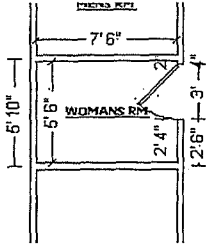
Ceiling Height: 9'

405.00 SF Walls	112.50 SF Ceiling
517.50 SF Walls & Ceiling	112.50 SF Floor
12.50 SY Flooring	45.00 LF Floor Perimeter
45.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
770. R&R Suspended ceiling tile - 2' x 4'	112.50 SF	0.15	1.09	139.51
771. R&R Suspended ceiling grid - 2' x 4'	112.50 SF	0.14	1.04	132.75
772. R&R Acoustic ceiling tile - Cork Board	112.50 SF	0.46	2.36	317.25
773. R&R Sheathing - plywood - Above Cork Board	112.50 SF	0.43	1.94	266.63
774. R&R Commercial electrical (SF of bldg) - Extra heavy load	112.50 SF	1.71	39.91	4,682.26
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
775. Scrape the walls & prep for paint	405.00 SF	0.00	0.48	194.40
776. Apply anti-microbial agent	517.50 SF	0.00	0.20	103.50
777. Tile - vinyl composition - Premium grade	112.50 SF	0.00	2.41	271.13
778. Cove base molding - rubber or vinyl, 4" high	45.00 LF	0.00	1.67	75.15
779. Seal/prime the walls - one coat	405.00 SF	0.00	0.40	162.00
780. Paint the walls - two coats	405.00 SF	0.00	0.72	291.60
Totals: STORAGE				6,636.18

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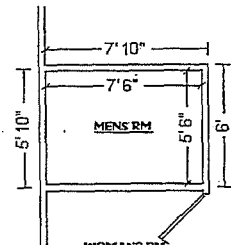


WOMANS Restroom

Ceiling Height: 9'

234.00 SF Walls	41.25 SF Ceiling
275.25 SF Walls & Ceiling	41.25 SF Floor
4.58 SY Flooring	26.00 LF Floor Perimeter
26.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
412. R&R Suspended ceiling tile - 2' x 4'	41.25 SF	0.15	1.09	51.15
413. R&R Commercial electrical (SF of bldg) - Extra heavy load	41.25 SF	1.71	39.91	1,716.83
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
489. R&R 5/8" drywall - hung, taped, floated, ready for paint	117.00 SF	0.31	1.52	214.11
490. Cove base molding - rubber or vinyl, 4" high	26.00 LF	0.00	1.67	43.42
414. Apply anti-microbial agent	275.25 SF	0.00	0.20	55.05
415. Clean ceramic tile	41.25 SF	0.00	0.37	15.26
Totals: WOMANS Restroom				2,095.82



MENS Restroom

Ceiling Height: 9'

234.00 SF Walls	41.25 SF Ceiling
275.25 SF Walls & Ceiling	41.25 SF Floor
4.58 SY Flooring	26.00 LF Floor Perimeter
26.00 LF Ceil. Perimeter	

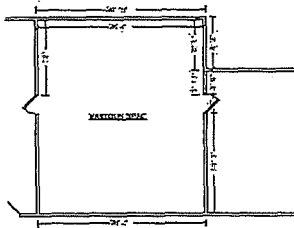
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
417. R&R Suspended ceiling tile - 2' x 4'	41.25 SF	0.15	1.09	51.15
418. R&R Commercial electrical (SF of bldg) - Extra heavy load	41.25 SF	1.71	39.91	1,716.83
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
491. R&R 5/8" drywall - hung, taped, floated, ready for paint	117.00 SF	0.31	1.52	214.11

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CONTINUED - MENS Restroom

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
492. Cove base molding - rubber or vinyl, 4" high	26.00 LF	0.00	1.67	43.42
419. Apply anti-microbial agent	275.25 SF	0.00	0.20	55.05
420. Clean ceramic tile	41.25 SF	0.00	0.37	15.26
Totals: MENS Restroom				2,095.82



VARIOUS SPAC

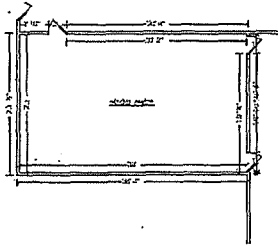
Ceiling Height: 9'

1,036.50 SF Walls	822.92 SF Ceiling
1,859.42 SF Walls & Ceiling	822.92 SF Floor
91.44 SY Flooring	115.17 LF Floor Perimeter
115.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
912. R&R Suspended ceiling tile - 2' x 4'	822.92 SF	0.15	1.09	1,020.42
913. R&R Suspended ceiling grid - 2' x 4'	822.92 SF	0.14	1.04	971.05
914. R&R Commercial electrical (SF of bldg) - Extra heavy load	822.92 SF	1.71	43.90	37,533.38
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
915. Apply anti-microbial agent	2,682.33 SF	0.00	0.20	536.47
916. Glue down carpet - Commercial grade	946.35 SF	0.00	4.82	4,561.41
15 % waste added for Glue down carpet - Commercial grade.				
917. Cove base molding - rubber or vinyl, 4" high	115.17 LF	0.00	1.67	192.33
918. Seal/prime the walls - one coat	1,036.50 SF	0.00	0.40	414.60
919. Paint the walls - two coats	1,036.50 SF	0.00	0.72	746.28
Totals: VARIOUS SPAC				45,975.94

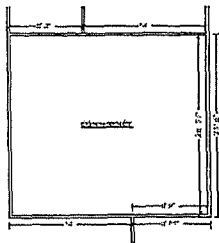
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**FOOD PREP****Ceiling Height: 9'**

1,098.00 SF Walls	874.00 SF Ceiling
1,972.00 SF Walls & Ceiling	874.00 SF Floor
97.11 SY Flooring	122.00 LF Floor Perimeter
122.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
920. R&R Suspended ceiling tile - 2' x 4'	874.00 SF	0.15	1.09	1,083.76
921. R&R Suspended ceiling grid - 2' x 4'	874.00 SF	0.14	1.04	1,031.32
922. R&R Commercial electrical (SF of bldg) - Extra heavy load	874.00 SF	1.71	39.91	36,375.88
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
923. Apply anti-microbial agent	2,846.00 SF	0.00	0.20	569.20
924. Glue down carpet - Commercial grade	1,005.10 SF	0.00	4.82	4,844.58
15 % waste added for Glue down carpet - Commercial grade.				
925. Cove base molding - rubber or vinyl, 4" high	122.00 LF	0.00	1.67	203.74
926. Seal/prime the walls - one coat	1,098.00 SF	0.00	0.40	439.20
927. Paint the walls - two coats	1,098.00 SF	0.00	0.72	790.56
Totals: FOOD PREP				45,338.24

**CONFERENCE****Ceiling Height: 9'**

783.00 SF Walls	472.37 SF Ceiling
1,255.37 SF Walls & Ceiling	472.37 SF Floor
52.49 SY Flooring	87.00 LF Floor Perimeter
87.00 LF Ceil. Perimeter	

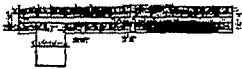
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
455. R&R Suspended ceiling tile - 2' x 4'	472.37 SF	0.15	1.09	585.74
456. R&R Suspended ceiling grid - 2' x 4'	472.37 SF	0.14	1.04	557.39
457. R&R Commercial electrical (SF of bldg) - Extra heavy load	472.37 SF	1.71	39.91	19,660.04

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CONTINUED - CONFERENCE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
458. R&R 5/8" drywall - hung, taped, floated, ready for paint	391.50 SF	0.31	1.52	716.45
459. Apply anti-microbial agent	1,727.74 SF	0.00	0.20	345.55
460. Glue down carpet - Commercial grade	543.22 SF	0.00	4.82	2,618.32
15 % waste added for Glue down carpet - Commercial grade.				
493. Cove base molding - rubber or vinyl, 4" high	87.00 LF	0.00	1.67	145.29
461. Seal/prime the walls - one coat	783.00 SF	0.00	0.40	313.20
462. Paint the walls - two coats	783.00 SF	0.00	0.72	563.76
Totals: CONFERENCE				25,505.74

**HALL A****Ceiling Height: 9'**

9,646.50 SF Walls	5,306.67 SF Ceiling
14,953.17 SF Walls & Ceiling	5,306.67 SF Floor
589.63 SY Flooring	1,071.83 LF Floor Perimeter
1,071.83 LF Ceil. Perimeter	

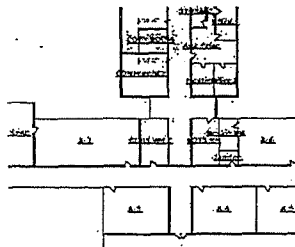
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
437. R&R Suspended ceiling tile - 2' x 4'	5,306.67 SF	0.15	1.09	6,580.27
438. R&R Suspended ceiling grid - 2' x 4'	5,306.67 SF	0.14	1.04	6,261.87
439. R&R Commercial electrical (SF of bldg) - Extra heavy load	5,306.67 SF	1.71	39.91	220,863.61
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
440. Scrape part of the walls & prep for paint This is for plaster above all wall tile	4,823.25 SF	0.00	0.48	2,315.16
441. Clean ceramic tile - This is to clean the lower wall tile	4,823.25 SF	0.00	0.37	1,784.60

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CONTINUED - HALL A

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
442. Apply anti-microbial agent	20,259.83 SF	0.00	0.20	4,051.97
443. R&R Tile - vinyl composition - Premium grade	5,306.67 SF	0.87	2.41	17,405.87
444. Seal/prime part of the walls - one coat	4,823.25 SF	0.00	0.40	1,929.30
445. Paint part of the walls - two coats	4,823.25 SF	0.00	0.72	3,472.74
Totals: HALL A				264,665.39



COPY ROOM

Ceiling Height: 9'

454.50 SF Walls	157.50 SF Ceiling
612.00 SF Walls & Ceiling	157.50 SF Floor
17.50 SY Flooring	50.50 LF Floor Perimeter
50.50 LF Ceil. Perimeter	

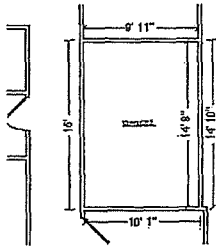
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
446. R&R Suspended ceiling tile - 2' x 4'	157.50 SF	0.15	1.09	195.31
447. R&R Suspended ceiling grid - 2' x 4'	157.50 SF	0.14	1.04	185.85
448. R&R Commercial electrical (SF of bldg) - Extra heavy load	157.50 SF	1.71	39.91	6,555.16
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
449. R&R 5/8" drywall - hung, taped, floated, ready for paint	227.25 SF	0.31	1.52	415.87
451. Apply anti-microbial agent	769.50 SF	0.00	0.20	153.90
452. Tile - vinyl composition - Premium grade	157.50 SF	0.00	2.41	379.58
496. Cove base molding - rubber or vinyl, 4" high	50.50 LF	0.00	1.67	84.34
453. Seal/prime the walls - one coat	454.50 SF	0.00	0.40	181.80
454. Paint the walls - two coats	454.50 SF	0.00	0.72	327.24

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CONTINUED - COPY ROOM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: COPY ROOM				8,479.05



OFFICE1

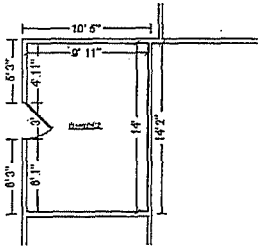
Ceiling Height: 9'

442.50 SF Walls	145.44 SF Ceiling
587.94 SF Walls & Ceiling	145.44 SF Floor
16.16 SY Flooring	49.17 LF Floor Perimeter
49.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
859. R&R Suspended ceiling tile - 2' x 4'	145.44 SF	0.15	1.09	180.35
860. R&R Suspended ceiling grid - 2' x 4'	145.44 SF	0.14	1.04	171.62
861. R&R Commercial electrical (SF of bldg) - Extra heavy load	145.44 SF	1.71	39.91	6,053.21
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
862. R&R 5/8" drywall - hung, taped, floated, ready for paint	221.25 SF	0.31	1.52	404.89
863. Apply anti-microbial agent	733.39 SF	0.00	0.20	146.68
864. Glue down carpet - Commercial grade	167.26 SF	0.00	4.82	806.19
15 % waste added for Glue down carpet - Commercial grade.				
865. Cove base molding - rubber or vinyl, 4" high	49.17 LF	0.00	1.67	82.11
866. Seal/prime the walls - one coat	442.50 SF	0.00	0.40	177.00
867. Paint the walls - two coats	442.50 SF	0.00	0.72	318.60
Totals: OFFICE1				8,340.65

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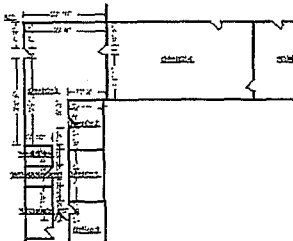


OFFICE2

Ceiling Height: 9'

430.50 SF Walls	138.83 SF Ceiling
569.33 SF Walls & Ceiling	138.83 SF Floor
15.43 SY Flooring	47.83 LF Floor Perimeter
47.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
868. R&R Suspended ceiling tile - 2' x 4'	138.83 SF	0.15	1.09	172.14
869. R&R Suspended ceiling grid - 2' x 4'	138.83 SF	0.14	1.04	163.82
870. R&R Commercial electrical (SF of bldg) - Extra heavy load	138.83 SF	1.71	43.90	6,332.04
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
871. R&R 5/8" drywall - hung, taped, floated, ready for paint	215.25 SF	0.31	1.52	393.91
872. Apply anti-microbial agent	708.17 SF	0.00	0.20	141.63
873. Glue down carpet - Commercial grade	159.66 SF	0.00	4.82	769.56
15 % waste added for Glue down carpet - Commercial grade.				
874. Cove base molding - rubber or vinyl, 4" high	47.83 LF	0.00	1.67	79.88
875. Seal/prime the walls - one coat	430.50 SF	0.00	0.40	172.20
876. Paint the walls - two coats	430.50 SF	0.00	0.72	309.96
Totals: OFFICE2				8,535.14



OFFICE3

Ceiling Height: 9'

1,453.50 SF Walls	787.61 SF Ceiling
2,241.11 SF Walls & Ceiling	787.61 SF Floor
87.51 SY Flooring	161.50 LF Floor Perimeter
161.50 LF Ceil. Perimeter	

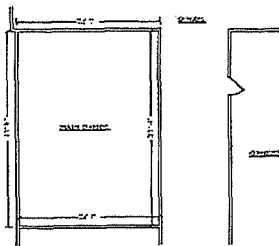
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
877. R&R Suspended ceiling tile - 2' x 4'	787.61 SF	0.15	1.09	976.63
878. R&R Suspended ceiling grid - 2' x 4'	787.61 SF	0.14	1.04	929.38

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CONTINUED - OFFICE3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
879. R&R Commercial electrical (SF of bldg) - Extra heavy load	787.61 SF	1.71	39.91	32,780.33
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,131. R&R Cabinetry - lower (base) units - High grade	13.00 LF	5.72	178.73	2,397.85
1,132. R&R Countertop - Flat laid plastic laminate - High grade	13.00 LF	3.28	47.31	657.67
880. R&R 5/8" drywall - hung, taped, floated, ready for paint	726.75 SF	0.31	1.52	1,329.95
881. Apply anti-microbial agent	3,028.72 SF	0.00	0.20	605.74
882. Glue down carpet - Commercial grade	905.75 SF	0.00	4.82	4,365.72
15 % waste added for Glue down carpet - Commercial grade.				
883. Cove base molding - rubber or vinyl, 4" high	161.50 LF	0.00	1.67	269.71
884. Seal/prime the walls - one coat	1,453.50 SF	0.00	0.40	581.40
885. Paint the walls - two coats	1,453.50 SF	0.00	0.72	1,046.52
Totals: OFFICE3				45,940.90



MAIN OFFICE

Ceiling Height: 9'

970.50 SF Walls	707.61 SF Ceiling
1,678.11 SF Walls & Ceiling	707.61 SF Floor
78.62 SY Flooring	107.83 LF Floor Perimeter
107.83 LF Ceil. Perimeter	

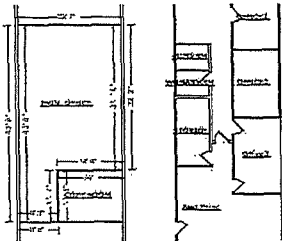
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
886. R&R Suspended ceiling tile - 2' x 4'	707.61 SF	0.15	1.09	877.43
887. R&R Suspended ceiling grid - 2' x 4'	707.61 SF	0.14	1.04	834.98

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CONTINUED - MAIN OFFICE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
888. R&R Commercial electrical (SF of bldg) - Extra heavy load	707.61 SF	1.71	39.91	29,450.73
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,130. R&R Reception desk - commercial	9.00 LF	6.34	281.88	2,593.98
889. R&R 5/8" drywall - hung, taped, floated, ready for paint	485.25 SF	0.31	1.52	888.01
890. Apply anti-microbial agent	2,385.72 SF	0.00	0.20	477.14
891. Glue down carpet - Commercial grade	813.75 SF	0.00	4.82	3,922.28
15 % waste added for Glue down carpet - Commercial grade.				
892. Cove base molding - rubber or vinyl, 4" high	107.83 LF	0.00	1.67	180.08
893. Seal/prime the walls - one coat	970.50 SF	0.00	0.40	388.20
894. Paint the walls - two coats	970.50 SF	0.00	0.72	698.76
Totals: MAIN OFFICE				40,311.59

**PRIN. OFFICE**

Ceiling Height: 9'

1,188.00 SF Walls	814.47 SF Ceiling
2,002.47 SF Walls & Ceiling	814.47 SF Floor
90.50 SY Flooring	132.00 LF Floor Perimeter
132.00 LF Ceil. Perimeter	

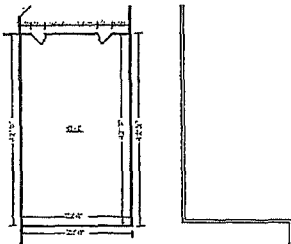
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
497. R&R Suspended ceiling tile - 2' x 4'	814.47 SF	0.15	1.09	1,009.94
498. R&R Suspended ceiling grid - 2' x 4'	814.47 SF	0.14	1.04	961.08
499. R&R Commercial electrical (SF of bldg) - Extra heavy load	814.47 SF	1.71	39.91	33,898.24
The above line item includes all Wire, Switches, Plugs, Light Fixtures				

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CONTINUED - PRIN. OFFICE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
500. R&R 5/8" drywall - hung, taped, floated, ready for paint	594.00 SF	0.31	1.52	1,087.02
506. R&R Paneling - High grade	216.00 SF	0.23	2.19	522.72
501. Apply anti-microbial agent	2,816.93 SF	0.00	0.20	563.39
502. Glue down carpet - Commercial grade	936.64 SF	0.00	4.82	4,514.60
15 % waste added for Glue down carpet - Commercial grade.				
503. Cove base molding - rubber or vinyl, 4" high	132.00 LF	0.00	1.67	220.44
504. Seal/prime the walls - one coat	1,188.00 SF	0.00	0.40	475.20
505. Paint the walls - two coats	1,188.00 SF	0.00	0.72	855.36
Totals: PRIN. OFFICE				44,107.99



O-1

Ceiling Height: 9'

1,180.50 SF Walls	985.83 SF Ceiling
2,166.33 SF Walls & Ceiling	985.83 SF Floor
109.54 SY Flooring	131.17 LF Floor Perimeter
131.17 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
686. R&R Suspended ceiling tile - 2' x 4'	985.83 SF	0.15	1.09	1,222.42
687. R&R Suspended ceiling grid - 2' x 4'	985.83 SF	0.14	1.04	1,163.28
688. R&R Acoustic ceiling tile - Cork Board	985.83 SF	0.46	2.36	2,780.04
689. R&R Sheathing - plywood - Above Cork Board	985.83 SF	0.43	1.94	2,336.42
690. R&R Commercial electrical (SF of bldg) - Extra heavy load	985.83 SF	1.71	39.91	41,030.25

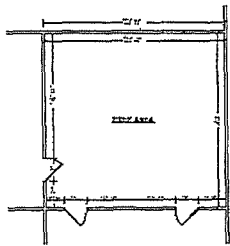
The above line item includes all Wire, Switches, Plugs, Light Fixtures

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CONTINUED - O-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
691. Scrape the walls & prep for paint	1,180.50 SF	0.00	0.48	566.64
692. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
693. Apply anti-microbial agent	2,166.33 SF	0.00	0.20	433.27
694. Glue down carpet - Commercial grade	1,133.71 SF	0.00	4.82	5,464.48
15 % waste added for Glue down carpet - Commercial grade.				
695. Cove base molding - rubber or vinyl, 4" high	131.17 LF	0.00	1.67	219.05
696. Seal/prime the walls - one coat	1,180.50 SF	0.00	0.40	472.20
697. Paint the walls - two coats	1,180.50 SF	0.00	0.72	849.96
Totals: O-1				57,245.61

**PREP AREA****Ceiling Height: 9'**

834.00 SF Walls	536.67 SF Ceiling
1,370.67 SF Walls & Ceiling	536.67 SF Floor
59.63 SY Flooring	92.67 LF Floor Perimeter
92.67 LF Ceil. Perimeter	

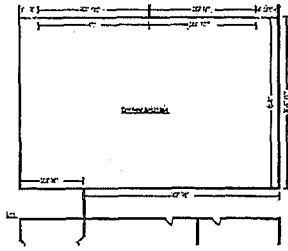
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
928. R&R Suspended ceiling tile - 2' x 4'	536.67 SF	0.15	1.09	665.47
929. R&R Suspended ceiling grid - 2' x 4'	536.67 SF	0.14	1.04	633.27
930. R&R Commercial electrical (SF of bldg) - Extra heavy load	536.67 SF	1.71	39.91	22,336.21
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
931. Apply anti-microbial agent	1,907.33 SF	0.00	0.20	381.47
936. Tile - vinyl composition - Premium grade	536.67 SF	0.00	2.41	1,293.37

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CONTINUED - PREP AREA

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
933. Cove base molding - rubber or vinyl, 4" high	92.67 LF	0.00	1.67	154.76
934. Seal/prime the walls - one coat	834.00 SF	0.00	0.40	333.60
935. Paint the walls - two coats	834.00 SF	0.00	0.72	600.48
Totals: PREP AREA				26,398.63



GYMNASIUM

Ceiling Height: 18'

5,688.33 SF Walls	6,144.00 SF Ceiling
11,832.33 SF Walls & Ceiling	6,144.00 SF Floor
682.67 SY Flooring	309.25 LF Floor Perimeter
320.00 LF Ceil. Perimeter	

Missing Wall: 1 - 6'9" X 6'8"
 Missing Wall: 1 - 4'0" X 6'8"

Opens into MALE LOCKERS
 Opens into GIRL LOCKERS

Goes to Floor
 Goes to Floor

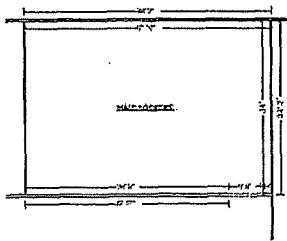
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
507. R&R Suspended ceiling tile - 2' x 4'	6,144.00 SF	0.15	1.09	7,618.56
508. R&R Suspended ceiling grid - 2' x 4'	6,144.00 SF	0.14	1.04	7,249.92
509. R&R Commercial electrical (SF of bldg) - Extra heavy load	6,144.00 SF	1.71	39.91	255,713.28
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
515. Apply anti-microbial agent	17,976.33 SF	0.00	0.20	3,595.27
510. Sand, stain, and finish wood floor	6,144.00 SF	0.00	3.69	22,671.36
511. Add for dustless floor sanding	6,144.00 SF	0.00	1.03	6,328.32
512. Additional coats of finish (per coat)	6,144.00 SF	0.00	0.87	5,345.28
513. Sand wood - This is to sand the water damaged wood ceiling	3,072.00 SF	0.00	3.51	10,782.72
514. Add for painted game lines/stripes for a hardwood court	1.00 EA	0.00	3,855.97	3,855.97

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CONTINUED - GYMNASIUM

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
516. Seal/prime the walls and ceiling - one coat	11,832.33 SF	0.00	0.40	4,732.93
517. Paint the walls and ceiling - two coats	11,832.33 SF	0.00	0.72	8,519.28
1,189. Remove Wide Flange Beam - 27"d. x 10"w. x 1/2"thick	75.00 LF	20.00	0.00	1,500.00
1,217. 5/8" gypsum panel - fiber reinforced - abuse resistant	1,456.00 SF	0.00	2.42	3,523.52
1,218. Hat channel, 16" OC	275.00 LF	0.00	0.89	244.75
1,219. Texture drywall - smooth / skim coat	1,456.00 SF	0.00	0.82	1,193.92
Totals: GYMNASIUM				342,875.08



MALE LOCKERS

Ceiling Height: 9'

1,428.00 SF Walls	1,626.33 SF Ceiling
3,054.33 SF Walls & Ceiling	1,626.33 SF Floor
180.70 SY Flooring	156.92 LF Floor Perimeter
163.67 LF Ceil. Perimeter	

Missing Wall: 1 - 6'9" X 6'8"

Opens into GYMNASIUM

Goes to Floor

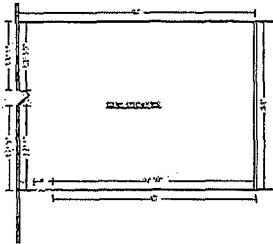
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
895. R&R Suspended ceiling tile - 2' x 4'	1,626.33 SF	0.15	1.09	2,016.65
896. R&R Suspended ceiling grid - 2' x 4'	1,626.33 SF	0.14	1.04	1,919.07
897. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,626.33 SF	1.71	39.91	67,687.85
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
899. Apply anti-microbial agent	4,680.67 SF	0.00	0.20	936.13
902. Seal/prime the walls - one coat	1,428.00 SF	0.00	0.40	571.20
903. Paint the walls - two coats	1,428.00 SF	0.00	0.72	1,028.16

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CONTINUED - MALE LOCKERS

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: MALE LOCKERS				74,159.06



GIRL LOCKERS

Ceiling Height: 9'

1,446.33 SF Walls	1,626.33 SF Ceiling
3,072.67 SF Walls & Ceiling	1,626.33 SF Floor
180.70 SY Flooring	159.67 LF Floor Perimeter
163.67 LF Ceil. Perimeter	

Missing Wall: 1 - 4'0" X 6'8"

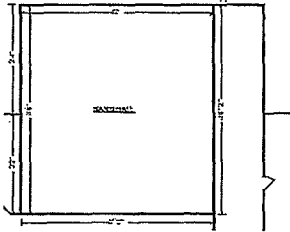
Opens into GYMNASIUM

Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
904. R&R Suspended ceiling tile - 2' x 4'	1,626.33 SF	0.15	1.09	2,016.65
905. R&R Suspended ceiling grid - 2' x 4'	1,626.33 SF	0.14	1.04	1,919.07
906. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,626.33 SF	1.71	39.91	67,687.85
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
907. Apply anti-microbial agent	4,699.00 SF	0.00	0.20	939.80
910. Seal/prime the walls - one coat	1,446.33 SF	0.00	0.40	578.53
911. Paint the walls - two coats	1,446.33 SF	0.00	0.72	1,041.36
Totals: GIRL LOCKERS				74,183.26

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BANDHALL

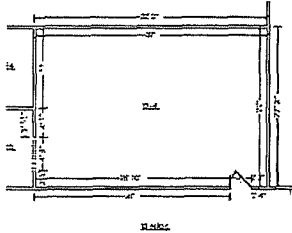
Ceiling Height: 9'

1,584.00 SF Walls	1,932.00 SF Ceiling
3,516.00 SF Walls & Ceiling	1,932.00 SF Floor
214.67 SY Flooring	176.00 LF Floor Perimeter
176.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
746. R&R Suspended ceiling tile - 2' x 4'	1,932.00 SF	0.15	1.09	2,395.68
747. R&R Suspended ceiling grid - 2' x 4'	1,932.00 SF	0.14	1.04	2,279.76
748. R&R Acoustic ceiling tile - Cork Board	1,932.00 SF	0.46	2.36	5,448.24
749. R&R Sheathing - plywood - Above Cork Board	1,932.00 SF	0.43	1.94	4,578.84
750. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,932.00 SF	1.71	39.91	80,409.84
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
751. Scrape the walls & prep for paint	1,584.00 SF	0.00	0.48	760.32
752. Plaster patch / small repair - ready for paint	11.00 EA	0.00	141.52	1,556.72
753. Apply anti-microbial agent	3,516.00 SF	0.00	0.20	703.20
754. Glue down carpet - Commercial grade	2,221.80 SF	0.00	4.82	10,709.08
15 % waste added for Glue down carpet - Commercial grade.				
755. Cove base molding - rubber or vinyl, 4" high	176.00 LF	0.00	1.67	293.92
756. Seal/prime the walls - one coat	1,584.00 SF	0.00	0.40	633.60
757. Paint the walls - two coats	1,584.00 SF	0.00	0.72	1,140.48
Totals: BANDHALL				110,909.68

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D-4

Ceiling Height: 9'

940.89 SF Walls	704.00 SF Ceiling
1,644.89 SF Walls & Ceiling	704.00 SF Floor
78.22 SY Flooring	103.33 LF Floor Perimeter
108.00 LF Ceil. Perimeter	

Missing Wall: 1 - 4'8" X 6'8"

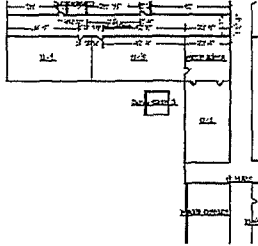
Opens into STORAGE5

Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
698. R&R Suspended ceiling tile - 2' x 4'	704.00 SF	0.15	1.09	872.96
699. R&R Suspended ceiling grid - 2' x 4'	704.00 SF	0.14	1.04	830.72
700. R&R Acoustic ceiling tile - Cork Board	704.00 SF	0.46	2.36	1,985.28
701. R&R Sheathing - plywood - Above Cork Board	704.00 SF	0.43	1.94	1,668.48
702. R&R Commercial electrical (SF of bldg) - Extra heavy load	704.00 SF	1.71	39.91	29,300.48
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
703. Scrape the walls & prep for paint	940.89 SF	0.00	0.48	451.63
704. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
705. Apply anti-microbial agent	1,644.89 SF	0.00	0.20	328.98
706. Glue down carpet - Commercial grade	809.60 SF	0.00	4.82	3,902.27
15 % waste added for Glue down carpet - Commercial grade.				
707. Cove base molding - rubber or vinyl, 4" high	103.33 LF	0.00	1.67	172.56
708. Seal/prime the walls - one coat	940.89 SF	0.00	0.40	376.36
709. Paint the walls - two coats	940.89 SF	0.00	0.72	677.44
Totals: D-4				41,274.76

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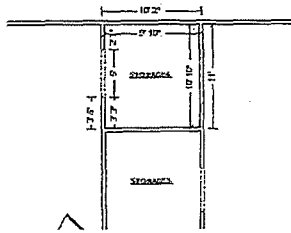


D HALL

Ceiling Height: 9'

2,274.00 SF Walls	1,268.67 SF Ceiling
3,542.67 SF Walls & Ceiling	1,268.67 SF Floor
140.96 SY Flooring	252.67 LF Floor Perimeter
252.67 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
354. R&R Suspended ceiling tile - 2' x 4'	1,268.67 SF	0.15	1.09	1,573.15
355. R&R Suspended ceiling grid - 2' x 4'	1,268.67 SF	0.14	1.04	1,497.03
356. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,268.67 SF	1.71	39.91	52,802.05
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
357. Scrape part of the walls & prep for paint This is for plaster above all wall tile	1,137.00 SF	0.00	0.48	545.76
358. Clean ceramic tile - This is to clean the lower wall tile	1,137.00 SF	0.00	0.37	420.69
359. Apply anti-microbial agent	4,811.33 SF	0.00	0.20	962.27
360. R&R Tile - vinyl composition - Premium grade	1,268.67 SF	0.87	2.41	4,161.23
361. Seal/prime part of the walls - one coat	1,137.00 SF	0.00	0.40	454.80
362. Paint part of the walls - two coats	1,137.00 SF	0.00	0.72	818.64
Totals: D HALL				63,235.62



STORAGE4

Ceiling Height: 9'

338.67 SF Walls	106.53 SF Ceiling
445.19 SF Walls & Ceiling	106.53 SF Floor
11.84 SY Flooring	36.33 LF Floor Perimeter
41.33 LF Ceil. Perimeter	

Missing Wall: 1 - 5'0" X 6'8" Opens into D-5 Goes to Floor

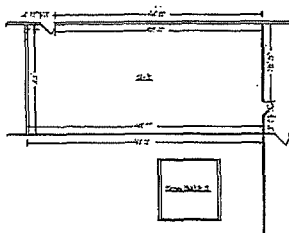
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
758. R&R Suspended ceiling tile - 2' x 4'	106.53 SF	0.15	1.09	132.10

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CONTINUED - STORAGE4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
759. R&R Suspended ceiling grid - 2' x 4'	106.53 SF	0.14	1.04	125.70
760. R&R Acoustic ceiling tile - Cork Board	106.53 SF	0.46	2.36	300.41
761. R&R Sheathing - plywood - Above Cork Board	106.53 SF	0.43	1.94	252.48
762. R&R Commercial electrical (SF of bldg) - Extra heavy load	106.53 SF	1.71	39.91	4,433.78
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
763. Scrape the walls & prep for paint	338.67 SF	0.00	0.48	162.56
765. Apply anti-microbial agent	445.19 SF	0.00	0.20	89.04
766. Tile - vinyl composition - Premium grade	106.53 SF	0.00	2.41	256.74
767. Cove base molding - rubber or vinyl, 4" high	36.33 LF	0.00	1.67	60.67
768. Seal/prime the walls - one coat	338.67 SF	0.00	0.40	135.47
769. Paint the walls - two coats	338.67 SF	0.00	0.72	243.84
Totals: STORAGE4				6,192.79



D-3

Ceiling Height: 9'

1,279.50 SF Walls	1,105.92 SF Ceiling
2,385.42 SF Walls & Ceiling	1,105.92 SF Floor
122.88 SY Flooring	142.17 LF Floor Perimeter
142.17 LF Ceil. Perimeter	

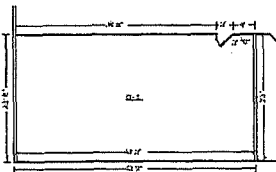
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
710. R&R Suspended ceiling tile - 2' x 4'	1,105.92 SF	0.15	1.09	1,371.34
711. R&R Suspended ceiling grid - 2' x 4'	1,105.92 SF	0.14	1.04	1,304.99

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CONTINUED - D-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
712. R&R Acoustic ceiling tile - Cork Board	1,105.92 SF	0.46	2.36	3,118.69
713. R&R Sheathing - plywood - Above Cork Board	1,105.92 SF	0.43	1.94	2,621.03
714. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,105.92 SF	1.71	39.91	46,028.39
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
715. Scrape the walls & prep for paint	1,279.50 SF	0.00	0.48	614.16
716. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
717. Apply anti-microbial agent	2,385.42 SF	0.00	0.20	477.08
718. Glue down carpet - Commercial grade	1,271.80 SF	0.00	4.82	6,130.08
15 % waste added for Glue down carpet - Commercial grade.				
719. Cove base molding - rubber or vinyl, 4" high	142.17 LF	0.00	1.67	237.42
720. Seal/prime the walls - one coat	1,279.50 SF	0.00	0.40	511.80
721. Paint the walls - two coats	1,279.50 SF	0.00	0.72	921.24
Totals: D-3				64,043.82

**D-1****Ceiling Height: 9'**

1,192.50 SF Walls	994.75 SF Ceiling
2,187.25 SF Walls & Ceiling	994.75 SF Floor
110.53 SY Flooring	132.50 LF Floor Perimeter
132.50 LF Ceil. Perimeter	

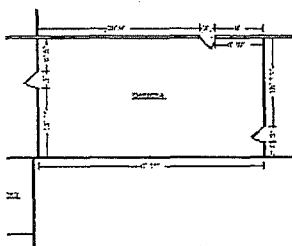
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
722. R&R Suspended ceiling tile - 2' x 4'	994.75 SF	0.15	1.09	1,233.49
723. R&R Suspended ceiling grid - 2' x 4'	994.75 SF	0.14	1.04	1,173.81

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CONTINUED - D-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
724. R&R Acoustic ceiling tile - Cork Board	994.75 SF	0.46	2.36	2,805.20
725. R&R Sheathing - plywood - Above Cork Board	994.75 SF	0.43	1.94	2,357.56
726. R&R Commercial electrical (SF of bldg) - Extra heavy load	994.75 SF	1.71	39.91	41,401.49
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
727. Scrape the walls & prep for paint	1,192.50 SF	0.00	0.48	572.40
728. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
729. Apply anti-microbial agent	2,187.25 SF	0.00	0.20	437.45
730. Glue down carpet - Commercial grade	1,143.96 SF	0.00	4.82	5,513.89
15 % waste added for Glue down carpet - Commercial grade.				
731. Cove base molding - rubber or vinyl, 4" high	132.50 LF	0.00	1.67	221.28
732. Seal/prime the walls - one coat	1,192.50 SF	0.00	0.40	477.00
733. Paint the walls - two coats	1,192.50 SF	0.00	0.72	858.60
Totals: D-1				57,759.77



OFFICE4

Ceiling Height: 9'

1,153.50 SF Walls	935.63 SF Ceiling
2,089.13 SF Walls & Ceiling	935.63 SF Floor
103.96 SY Flooring	128.17 LF Floor Perimeter
128.17 LF Ceil. Perimeter	

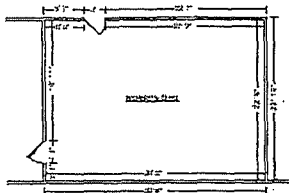
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
937. R&R Suspended ceiling tile - 2' x 4'	935.63 SF	0.15	1.09	1,160.18
938. R&R Suspended ceiling grid - 2' x 4'	935.63 SF	0.14	1.04	1,104.05

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CONTINUED - OFFICE4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
939. R&R Commercial electrical (SF of bldg) - Extra heavy load	935.63 SF	1.71	39.91	38,940.92
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
940. R&R 5/8" drywall - hung, taped, floated, ready for paint	576.75 SF	0.31	1.52	1,055.45
941. Apply anti-microbial agent	3,024.75 SF	0.00	0.20	604.95
942. Glue down carpet - Commercial grade	1,075.97 SF	0.00	4.82	5,186.18
15 % waste added for Glue down carpet - Commercial grade.				
943. Cove base molding - rubber or vinyl, 4" high	128.17 LF	0.00	1.67	214.04
944. Seal/prime the walls - one coat	1,153.50 SF	0.00	0.40	461.40
945. Paint the walls - two coats	1,153.50 SF	0.00	0.72	830.52
Totals: OFFICE4				49,557.69



NURSE'S OFFI

Ceiling Height: 9'

948.00 SF Walls	678.75 SF Ceiling
1,626.75 SF Walls & Ceiling	678.75 SF Floor
75.42 SY Flooring	105.33 LF Floor Perimeter
105.33 LF Ceil. Perimeter	

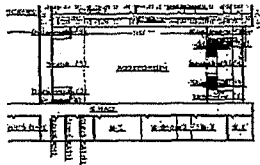
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
967. R&R Suspended ceiling tile - 2' x 4'	678.75 SF	0.15	1.09	841.65
968. R&R Suspended ceiling grid - 2' x 4'	678.75 SF	0.14	1.04	800.93
969. R&R Commercial electrical (SF of bldg) - Extra heavy load	678.75 SF	1.71	39.91	28,249.57
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
976. R&R Cabinetry - lower (base) units - High grade	15.00 LF	5.72	178.73	2,766.75

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CONTINUED - NURSE'S OFFI

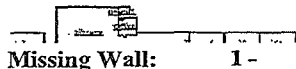
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
970. R&R 5/8" drywall - hung, taped, floated, ready for paint	474.00 SF	0.31	1.52	867.42
971. Apply anti-microbial agent	2,305.50 SF	0.00	0.20	461.10
972. Glue down carpet - Commercial grade	780.56 SF	0.00	4.82	3,762.30
15 % waste added for Glue down carpet - Commercial grade.				
973. Cove base molding - rubber or vinyl, 4" high	105.33 LF	0.00	1.67	175.90
974. Seal/prime the walls - one coat	948.00 SF	0.00	0.40	379.20
975. Paint the walls - two coats	948.00 SF	0.00	0.72	682.56
Totals: NURSE'S OFFI				38,987.38



C HALL

Ceiling Height: 9'

3,359.61 SF Walls	1,972.83 SF Ceiling
5,332.44 SF Walls & Ceiling	1,972.83 SF Floor
219.20 SY Flooring	371.58 LF Floor Perimeter
378.17 LF Ceil. Perimeter	



Missing Wall: 1 - 6'7" X 6'8"

Opens into Rightentry

Goes to Floor

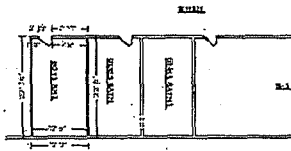
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
363. R&R Suspended ceiling tile - 2' x 4'	1,972.83 SF	0.15	1.09	2,446.30
364. R&R Suspended ceiling grid - 2' x 4'	1,972.83 SF	0.14	1.04	2,327.94
365. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,972.83 SF	1.71	39.91	82,109.19
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
366. Scrape part of the walls & prep for paint This is for plaster above all wall tile	1,679.81 SF	0.00	0.48	806.31
367. Clean ceramic tile - This is to clean the lower wall tile	1,679.81 SF	0.00	0.37	621.53

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CONTINUED - C HALL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
368. Apply anti-microbial agent	7,305.28 SF	0.00	0.20	1,461.06
369. R&R Tile - vinyl composition - Premium grade	1,972.83 SF	0.87	2.41	6,470.88
370. Seal/prime part of the walls - one coat	1,679.81 SF	0.00	0.40	671.92
371. Paint part of the walls - two coats	1,679.81 SF	0.00	0.72	1,209.46
Totals: C HALL				98,124.59



BOYS Restroom

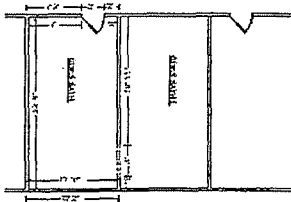
Ceiling Height: 9'

628.50 SF Walls	279.38 SF Ceiling
907.88 SF Walls & Ceiling	279.38 SF Floor
31.04 SY Flooring	69.83 LF Floor Perimeter
69.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
422. R&R Suspended ceiling tile - 2' x 4'	279.38 SF	0.15	1.09	346.43
423. R&R Commercial electrical (SF of bldg) - Extra heavy load	279.38 SF	1.71	39.91	11,627.80
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
424. Apply anti-microbial agent	907.88 SF	0.00	0.20	181.58
425. Clean ceramic tile	279.38 SF	0.00	0.37	103.37
426. Clean Wall tile	628.50 SF	0.00	0.37	232.55
Totals: BOYS Restroom				12,491.73

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GIRLS BATH

Ceiling Height: 9'

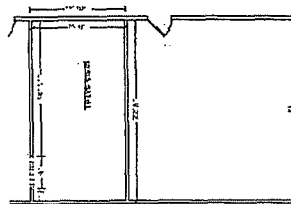
591.33 SF Walls	266.25 SF Ceiling
857.58 SF Walls & Ceiling	266.25 SF Floor
29.58 SY Flooring	64.67 LF Floor Perimeter
68.67 LF Ceil. Perimeter	

Missing Wall: 1 - 4'0" X 6'8"

Opens into GIRLS BATH1

Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
427. R&R Suspended ceiling tile - 2' x 4'	266.25 SF	0.15	1.09	330.15
428. R&R Commercial electrical (SF of bldg) - Extra heavy load	266.25 SF	1.71	39.91	11,081.33
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
429. Apply anti-microbial agent	857.58 SF	0.00	0.20	171.52
430. Clean ceramic tile	266.25 SF	0.00	0.37	98.51
431. Clean Wall tile	591.33 SF	0.00	0.37	218.79
Totals: GIRLS BATH				11,900.30



GIRLS BATH1

Ceiling Height: 9'

585.33 SF Walls	258.75 SF Ceiling
844.08 SF Walls & Ceiling	258.75 SF Floor
28.75 SY Flooring	64.00 LF Floor Perimeter
68.00 LF Ceil. Perimeter	

Missing Wall: 1 - 4'0" X 6'8"

Opens into GIRLS BATH

Goes to Floor

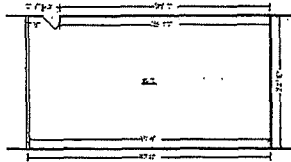
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
432. R&R Suspended ceiling tile - 2' x 4'	258.75 SF	0.15	1.09	320.85
433. R&R Commercial electrical (SF of bldg) - Extra heavy load	258.75 SF	1.71	39.91	10,769.17
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
434. Apply anti-microbial agent	844.08 SF	0.00	0.20	168.82
435. Clean ceramic tile	258.75 SF	0.00	0.37	95.74

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CONTINUED - GIRLS BATH1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
436. Clean Wall tile	585.33 SF	0.00	0.37	216.57
Totals: GIRLS BATH1				11,571.15



B-1

Ceiling Height: 9'

1,149.00 SF Walls	930.00 SF Ceiling
2,079.00 SF Walls & Ceiling	930.00 SF Floor
103.33 SY Flooring	127.67 LF Floor Perimeter
127.67 LF Ceil. Perimeter	

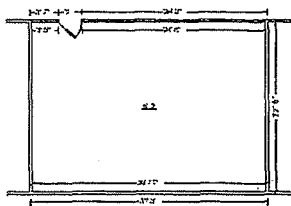
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
179. R&R Suspended ceiling tile - 2' x 4'	930.00 SF	0.15	1.09	1,153.20
180. R&R Suspended ceiling grid - 2' x 4'	930.00 SF	0.14	1.04	1,097.40
181. R&R Acoustic ceiling tile - Cork Board	930.00 SF	0.46	2.36	2,622.60
182. R&R Sheathing - plywood - Above Cork Board	930.00 SF	0.43	1.94	2,204.10
183. R&R Commercial electrical (SF of bldg) - Extra heavy load	930.00 SF	1.71	39.91	38,706.60
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
184. Scrape the walls & prep for paint	1,149.00 SF	0.00	0.48	551.52
185. Apply anti-microbial agent	2,079.00 SF	0.00	0.20	415.80
186. Glue down carpet - Commercial grade	1,069.50 SF	0.00	4.82	5,154.99
15 % waste added for Glue down carpet - Commercial grade.				
187. Cove base molding - rubber or vinyl, 4" high	127.67 LF	0.00	1.67	213.21
188. Seal/prime the walls - one coat	1,149.00 SF	0.00	0.40	459.60
189. Paint the walls - two coats	1,149.00 SF	0.00	0.72	827.28

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CONTINUED - B-1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: B-1				53,406.30



B-2

Ceiling Height: 9'

961.50 SF Walls	695.63 SF Ceiling
1,657.13 SF Walls & Ceiling	695.63 SF Floor
77.29 SY Flooring	106.83 LF Floor Perimeter
106.83 LF Ceil. Perimeter	

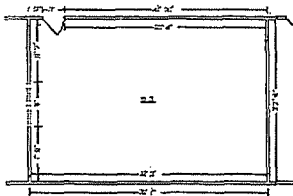
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
190. R&R Suspended ceiling tile - 2' x 4'	695.63 SF	0.15	1.09	862.58
191. R&R Suspended ceiling grid - 2' x 4'	695.63 SF	0.14	1.04	820.85
192. R&R Acoustic ceiling tile - Cork Board	695.63 SF	0.46	2.36	1,961.68
193. R&R Sheathing - plywood - Above Cork Board	695.63 SF	0.43	1.94	1,648.64
194. R&R Commercial electrical (SF of bldg) - Extra heavy load	695.63 SF	1.71	39.91	28,952.12
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
195. Scrape the walls & prep for paint	961.50 SF	0.00	0.48	461.52
238. Plaster patch / small repair - ready for paint	4.00 EA	0.00	141.52	566.08
196. Apply anti-microbial agent	1,657.13 SF	0.00	0.20	331.43
197. Glue down carpet - Commercial grade	799.97 SF	0.00	4.82	3,855.86
15 % waste added for Glue down carpet - Commercial grade.				
198. Cove base molding - rubber or vinyl, 4" high	106.83 LF	0.00	1.67	178.41
199. Seal/prime the walls - one coat	961.50 SF	0.00	0.40	384.60
200. Paint the walls - two coats	961.50 SF	0.00	0.72	692.28

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CONTINUED - B-2

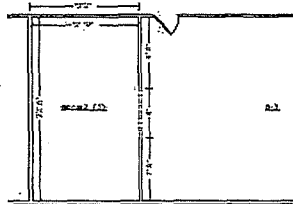
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Totals: B-2				40,716.05



B-3

Ceiling Height: 9'

945.50 SF Walls			725.63 SF Ceiling	
1,671.13 SF Walls & Ceiling			725.63 SF Floor	
80.63 SY Flooring			103.50 LF Floor Perimeter	
109.50 LF Ceil. Perimeter				



Subroom 1: Room2

Ceiling Height: 9'

596.00 SF Walls			288.75 SF Ceiling	
884.75 SF Walls & Ceiling			288.75 SF Floor	
32.08 SY Flooring			64.67 LF Floor Perimeter	
70.67 LF Ceil. Perimeter				

Missing Wall: 1 - 6'0" X 6'8"

Opens into B-3

Goes to Floor

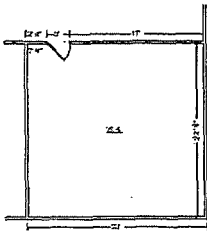
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
201. R&R Suspended ceiling tile - 2' x 4'	1,014.38 SF	0.15	1.09	1,257.83
202. R&R Suspended ceiling grid - 2' x 4'	1,014.38 SF	0.14	1.04	1,196.97
203. R&R Acoustic ceiling tile - Cork Board	1,014.38 SF	0.46	2.36	2,860.55
204. R&R Sheathing - plywood - Above Cork Board	1,014.38 SF	0.43	1.94	2,404.08
205. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,014.38 SF	1.71	39.91	42,218.50
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
206. Scrape the walls & prep for paint	1,541.50 SF	0.00	0.48	739.92
237. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56

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CONTINUED - B-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
207. Apply anti-microbial agent	2,555.88 SF	0.00	0.20	511.18
208. Glue down carpet - Commercial grade	1,166.53 SF	0.00	4.82	5,622.67
15 % waste added for Glue down carpet - Commercial grade.				
209. Cove base molding - rubber or vinyl, 4" high	168.17 LF	0.00	1.67	280.84
210. Seal/prime the walls - one coat	1,541.50 SF	0.00	0.40	616.60
211. Paint the walls - two coats	1,541.50 SF	0.00	0.72	1,109.88
Totals: B-3				59,243.58



B-4

Ceiling Height: 9'

810.00 SF Walls	506.25 SF Ceiling
1,316.25 SF Walls & Ceiling	506.25 SF Floor
56.25 SY Flooring	90.00 LF Floor Perimeter
90.00 LF Ceil. Perimeter	

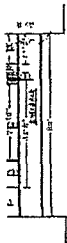
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
212. R&R Suspended ceiling tile - 2' x 4'	506.25 SF	0.15	1.09	627.75
213. R&R Suspended ceiling grid - 2' x 4'	506.25 SF	0.14	1.04	597.38
214. R&R Acoustic ceiling tile - Cork Board	506.25 SF	0.46	2.36	1,427.63
215. R&R Sheathing - plywood - Above Cork Board	506.25 SF	0.43	1.94	1,199.82
216. R&R Commercial electrical (SF of bldg) - Extra heavy load	506.25 SF	1.71	39.91	21,070.13
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
217. Scrape the walls & prep for paint	810.00 SF	0.00	0.48	388.80
236. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56

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CONTINUED - B-4

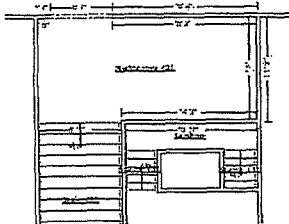
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
218. Apply anti-microbial agent	1,316.25 SF	0.00	0.20	263.25
219. Glue down carpet - Commercial grade	582.19 SF	0.00	4.82	2,806.16
15 % waste added for Glue down carpet - Commercial grade.				
220. Cove base molding - rubber or vinyl, 4" high	90.00 LF	0.00	1.67	150.30
221. Seal/prime the walls - one coat	810.00 SF	0.00	0.40	324.00
222. Paint the walls - two coats	810.00 SF	0.00	0.72	583.20
Totals: B-4				29,862.98



Entrance

Ceiling Height: 18'

2,793.00 SF Walls	592.25 SF Ceiling
3,385.25 SF Walls & Ceiling	592.25 SF Floor
65.81 SY Flooring	155.17 LF Floor Perimeter
155.17 LF Ceil. Perimeter	



Subroom 2: Rightentry

Ceiling Height: 9'

492.36 SF Walls	256.32 SF Ceiling
748.68 SF Walls & Ceiling	256.32 SF Floor
28.48 SY Flooring	53.00 LF Floor Perimeter
59.58 LF Ceil. Perimeter	

Missing Wall: 1 - 8'11" X 9'0"

Opens into Stair

Goes to Floor/Ceiling

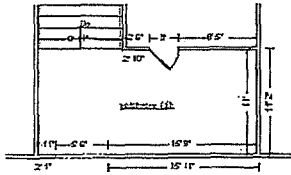
Missing Wall: 1 - 6'7" X 6'8"

Opens into C HALL

Goes to Floor

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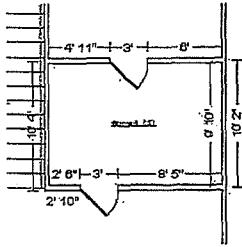


Subroom 1: Left Entry

Ceiling Height: 9'

499.58 SF Walls	256.32 SF Ceiling
755.90 SF Walls & Ceiling	256.32 SF Floor
28.48 SY Flooring	54.08 LF Floor Perimeter
59.58 LF Ceil. Perimeter	

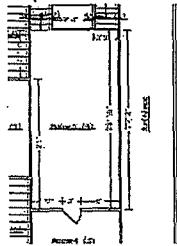
Missing Wall:	1 -	5'6" X 6'8"	Opens into B HALL	Goes to Floor
Missing Wall:	1 -	8'11" X 9'0"	Opens into Stair2	Goes to Floor/Ceiling



Subroom 3: Room4

Ceiling Height: 9'

427.50 SF Walls	136.85 SF Ceiling
564.35 SF Walls & Ceiling	136.85 SF Floor
15.21 SY Flooring	47.50 LF Floor Perimeter
47.50 LF Ceil. Perimeter	



Subroom 4: Room5

Ceiling Height: 9'

741.00 SF Walls	401.82 SF Ceiling
1,142.82 SF Walls & Ceiling	401.82 SF Floor
44.65 SY Flooring	82.33 LF Floor Perimeter
82.33 LF Ceil. Perimeter	

Missing Wall:	1 -	3'4" X 9'0"	Opens into Stair1	Goes to Floor/Ceiling
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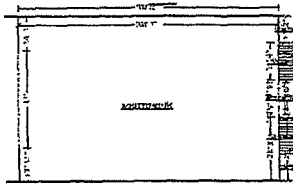
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
850. R&R Suspended ceiling tile - 2' x 4'	1,643.56 SF	0.15	1.09	2,038.01
851. R&R Suspended ceiling grid - 2' x 4'	1,643.56 SF	0.14	1.04	1,939.40
852. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,643.56 SF	1.71	39.91	68,404.97
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
853. Scrape part of the walls & prep for paint This is for plaster above all wall tile	2,476.72 SF	0.00	0.48	1,188.83
854. Clean ceramic tile - This is to clean the lower wall tile	2,476.72 SF	0.00	0.37	916.39
855. Apply anti-microbial agent	8,240.56 SF	0.00	0.20	1,648.11
856. R&R Tile - vinyl composition - Premium grade	1,643.56 SF	0.87	2.41	5,390.88

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CONTINUED - Entrance

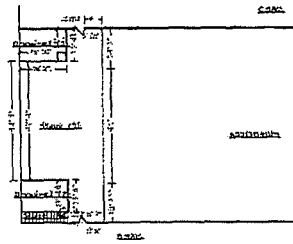
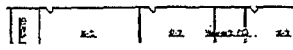
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
857. Seal/prime part of the walls - one coat	2,476.72 SF	0.00	0.40	990.69
858. Paint part of the walls - two coats	2,476.72 SF	0.00	0.72	1,783.24
Totals: Entrance				84,300.52



AUDITORIUM

Ceiling Height: 22'

7,438.33 SF Walls	7,457.75 SF Ceiling
14,896.08 SF Walls & Ceiling	7,457.75 SF Floor
828.64 SY Flooring	301.17 LF Floor Perimeter
354.17 LF Ceil. Perimeter	



Subroom 1: Stage

Ceiling Height: 22'

3,936.00 SF Walls	1,536.03 SF Ceiling
5,472.03 SF Walls & Ceiling	1,536.03 SF Floor
170.67 SY Flooring	150.33 LF Floor Perimeter
191.33 LF Ceil. Perimeter	

Missing Wall: 1 - 41'0" X 6'8"

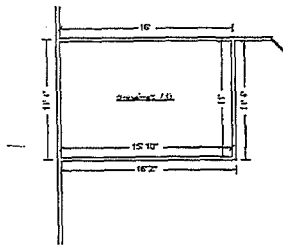
Opens into AUDITORIUM

Goes to Floor

Missing Wall: 1 - 3'10" X 22'0"

Opens into Stair1

Goes to Floor/Ceiling



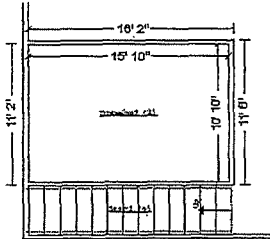
Subroom 3: Dressing1

Ceiling Height: 9'

483.00 SF Walls	174.17 SF Ceiling
657.17 SF Walls & Ceiling	174.17 SF Floor
19.35 SY Flooring	53.67 LF Floor Perimeter
53.67 LF Ceil. Perimeter	

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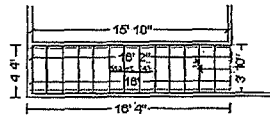
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Subroom 2: Dressing2

Ceiling Height: 22'

1,173.33 SF Walls	171.53 SF Ceiling
1,344.86 SF Walls & Ceiling	171.53 SF Floor
19.06 SY Flooring	53.33 LF Floor Perimeter
53.33 LF Ceil. Perimeter	



Subroom 4: Stair1

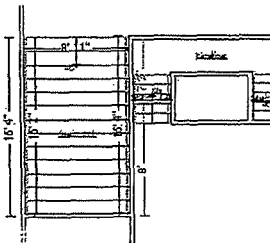
Ceiling Height: 22'

560.00 SF Walls	61.33 SF Ceiling
621.33 SF Walls & Ceiling	99.95 SF Floor
11.11 SY Flooring	36.91 LF Floor Perimeter
32.00 LF Ceil. Perimeter	

Missing Wall: 1 - 3'10" X 22'0"

Opens into Stage

Goes to Floor/Ceiling



Subroom 7: Stair

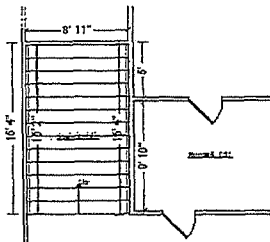
Ceiling Height: 17'

450.50 SF Walls	135.24 SF Ceiling
585.74 SF Walls & Ceiling	225.07 SF Floor
25.01 SY Flooring	35.47 LF Floor Perimeter
39.25 LF Ceil. Perimeter	

Missing Wall: 1 - 8'11" X 17'0"

Opens into Rightentry

Goes to Floor/Ceiling



Subroom 6: Stair2

Ceiling Height: 17'

450.50 SF Walls	135.24 SF Ceiling
585.74 SF Walls & Ceiling	225.07 SF Floor
25.01 SY Flooring	35.47 LF Floor Perimeter
39.25 LF Ceil. Perimeter	

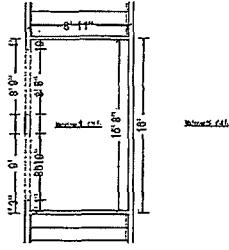
Missing Wall: 1 - 8'11" X 17'0"

Opens into LeftEntry

Goes to Floor/Ceiling

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Subroom 5: Room3

Ceiling Height: 8'

331.17 SF Walls	139.69 SF Ceiling
470.86 SF Walls & Ceiling	139.69 SF Floor
15.52 SY Flooring	37.17 LF Floor Perimeter
49.17 LF Ceil. Perimeter	

Missing Wall:	1 -	6'0" X 6'8"	Opens into AUDITORIUM	Goes to Floor
Missing Wall:	1 -	6'0" X 6'8"	Opens into AUDITORIUM	Goes to Floor

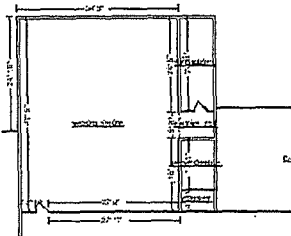
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
839. R&R Suspended ceiling tile - 2' x 4'	9,810.97 SF	0.15	1.09	12,165.61
840. R&R Suspended ceiling grid - 2' x 4'	9,810.97 SF	0.14	1.04	11,576.95
844. R&R Acoustic plaster over metal lath	14,822.83 SF	1.06	6.08	105,835.01
1,190. Hat channel, 16" OC	6,000.00 LF	0.00	0.89	5,340.00
1,191. 5/8" gypsum panel - fiber reinforced - abuse resistant	14,822.83 SF	0.00	2.42	35,871.25
1,200. Texture drywall - smooth / skim coat	14,822.83 SF	0.00	0.82	12,154.72
845. R&R Built-in theater seating - per seat	325.00 EA	3.57	358.66	117,724.75
846. Tile - vinyl composition - Premium grade	10,029.26 SF	0.00	2.41	24,170.52
847. R&R Stage curtains and cyclorama (per SF - curtain/stage opng)	716.00 SF	0.57	11.83	8,878.40
843. R&R Commercial electrical (SF of bldg) - Extra heavy load	10,029.26 SF	1.71	39.91	417,417.80
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
835. R&R Oak flooring - clear grade - no finish	1,736.03 SF	2.40	10.08	21,665.65
Wood Flooring is for the water damaged stage area.				
836. Sand, stain, and finish wood floor	1,736.03 SF	0.00	3.69	6,405.95
837. Additional coats of finish (per coat)	1,736.03 SF	0.00	0.87	1,510.35
838. Add for dustless floor sanding	1,736.03 SF	0.00	1.03	1,788.11
1,193. Stair nosing - cast metal	148.00 LF	0.00	9.91	1,466.68
1,194. R&R Concrete step - labor & material	21.00 CY	200.61	204.38	8,504.79
1,195. R&R Labor to frame 2" x 6" load bearing stagel - 12" oc	2,500.00 SF	0.28	2.14	6,050.00

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CONTINUED - AUDITORIUM

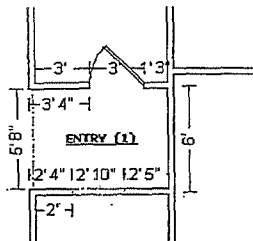
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,196. R&R Underlayment - 3/4" BC plywood	2,500.00 SF	1.03	1.98	7,525.00
1,197. Remove Aluminum window, single hung 20-28 sf	52.00 EA	17.19	0.00	893.88
1,198. R&R Synthetic stucco on 2" polystyrene board - Water managed	14,822.83 SF	0.38	7.24	112,949.97
1,199. R&R Block - 10" x 8" x 16" - in place - reinforced	1,456.00 SF	2.87	8.56	16,642.08
1,201. Seal/prime the walls and ceiling - one coat	24,633.81 SF	0.00	0.40	9,853.52
1,202. Paint the walls and ceiling - two coats	24,633.81 SF	0.00	0.72	17,736.34
Totals: AUDITORIUM				964,127.33



WOOD SHOP

Ceiling Height: 14'

2,086.33 SF Walls	1,439.58 SF Ceiling
3,525.91 SF Walls & Ceiling	1,439.58 SF Floor
159.95 SY Flooring	147.00 LF Floor Perimeter
152.67 LF Ceil. Perimeter	



Subroom 1: ENTRY

Ceiling Height: 9'

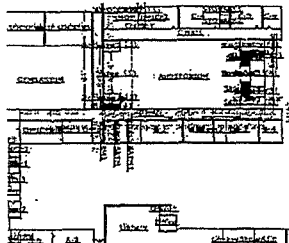
168.61 SF Walls	42.03 SF Ceiling
210.64 SF Walls & Ceiling	42.03 SF Floor
4.67 SY Flooring	18.00 LF Floor Perimeter
20.83 LF Ceil. Perimeter	

Missing Wall:	1 -	5'8" X 9'0"	Opens into WOOD SHOP	Goes to Floor/Ceiling
Missing Wall:	1 -	2'10" X 6'8"	Opens into SHOP OFFICE	Goes to Floor

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DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
946. R&R Suspended ceiling tile - 2' x 4'	1,481.60 SF	0.15	1.09	1,837.18
947. R&R Commercial electrical (SF of bldg) - Extra heavy load	1,481.60 SF	1.71	39.91	61,664.20
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
948. Apply anti-microbial agent	3,736.55 SF	0.00	0.20	747.31
951. Paint the walls - two coats	2,254.94 SF	0.00	0.72	1,623.56
Totals: WOOD SHOP				65,872.25



B HALL

Ceiling Height: 9'

7,052.33 SF Walls	4,154.22 SF Ceiling
11,206.56 SF Walls & Ceiling	4,154.22 SF Floor
461.58 SY Flooring	782.17 LF Floor Perimeter
787.67 LF Ceil. Perimeter	

Missing Wall: 1 - 5'6" X 6'8"

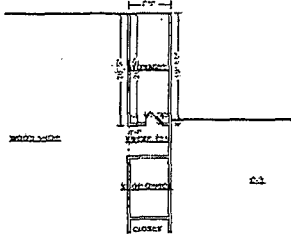
Opens into Left Entry

Goes to Floor

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
372. R&R Suspended ceiling tile - 2' x 4'	4,154.22 SF	0.15	1.09	5,151.23
373. R&R Suspended ceiling grid - 2' x 4'	4,154.22 SF	0.14	1.04	4,901.98
374. R&R Commercial electrical (SF of bldg) - Extra heavy load	4,154.22 SF	1.71	39.91	172,898.64
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
375. Scrape part of the walls & prep for paint This is for plaster above all wall tile	3,526.17 SF	0.00	0.48	1,692.56
376. Clean ceramic tile - This is to clean the lower wall tile	3,526.17 SF	0.00	0.37	1,304.68
377. Apply anti-microbial agent	15,360.78 SF	0.00	0.20	3,072.16
378. R&R Tile - vinyl composition - Premium grade	4,154.22 SF	0.87	2.41	13,625.84
379. Seal/prime part of the walls - one coat	3,526.17 SF	0.00	0.40	1,410.47
380. Paint part of the walls - two coats	3,526.17 SF	0.00	0.72	2,538.84
Totals: B HALL				206,596.40

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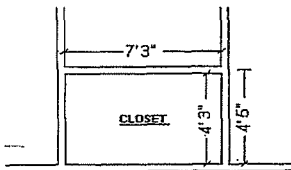


STORAGE1

Ceiling Height: 9'

498.00 SF Walls	148.02 SF Ceiling
646.02 SF Walls & Ceiling	148.02 SF Floor
16.45 SY Flooring	55.33 LF Floor Perimeter
55.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
814. R&R Suspended ceiling tile - 2' x 4'	148.02 SF	0.15	1.09	183.54
815. R&R Suspended ceiling grid - 2' x 4'	148.02 SF	0.14	1.04	174.66
816. R&R Acoustic ceiling tile - Cork Board	148.02 SF	0.46	2.36	417.42
817. R&R Sheathing - plywood - Above Cork Board	148.02 SF	0.43	1.94	350.81
818. R&R Commercial electrical (SF of bldg) - Extra heavy load	148.02 SF	1.71	39.91	6,160.59
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
819. Scrape the walls & prep for paint	498.00 SF	0.00	0.48	239.04
820. Apply anti-microbial agent	646.02 SF	0.00	0.20	129.20
821. Tile - vinyl composition - Premium grade	148.02 SF	0.00	2.41	356.73
822. Cove base molding - rubber or vinyl, 4" high	55.33 LF	0.00	1.67	92.40
823. Seal/prime the walls - one coat	498.00 SF	0.00	0.40	199.20
824. Paint the walls - two coats	498.00 SF	0.00	0.72	358.56
Totals: STORAGE1				8,662.15



CLOSET

Ceiling Height: 9'

207.00 SF Walls	30.81 SF Ceiling
237.81 SF Walls & Ceiling	30.81 SF Floor
3.42 SY Flooring	23.00 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

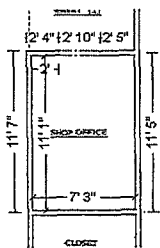
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
SMITH-MIDSCHOOL-2009			1/14/2009	Page: 72

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CONTINUED - CLOSET

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
952. R&R Suspended ceiling tile - 2' x 4'	30.81 SF	0.15	1.09	38.20
953. R&R Suspended ceiling grid - 2' x 4'	30.81 SF	0.14	1.04	36.35
954. R&R Acoustic ceiling tile - Cork Board	30.81 SF	0.46	2.36	86.88
955. R&R Sheathing - plywood - Above Cork Board	30.81 SF	0.43	1.94	73.02
956. R&R Commercial electrical (SF of bldg) - Extra heavy load	30.81 SF	1.71	39.91	1,282.32
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
957. Scrape the walls & prep for paint	207.00 SF	0.00	0.48	99.36
958. Apply anti-microbial agent	237.81 SF	0.00	0.20	47.56
959. Tile - vinyl composition - Premium grade	30.81 SF	0.00	2.41	74.25
960. Cove base molding - rubber or vinyl, 4" high	23.00 LF	0.00	1.67	38.41
961. Seal/prime the walls - one coat	207.00 SF	0.00	0.40	82.80
962. Paint the walls - two coats	207.00 SF	0.00	0.72	149.04
Totals: CLOSET				2,008.19



SHOP OFFICE

Ceiling Height: 9'

311.11 SF Walls	80.35 SF Ceiling
391.47 SF Walls & Ceiling	80.35 SF Floor
8.93 SY Flooring	33.83 LF Floor Perimeter
36.67 LF Ceil. Perimeter	

Missing Wall: 1 - 2'10" X 6'8"

Opens into ENTRY

Goes to Floor

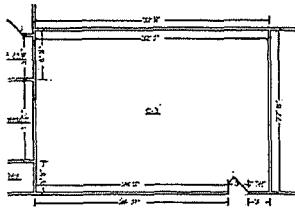
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
963. R&R Suspended ceiling tile - 2' x 4'	80.35 SF	0.15	1.09	99.63

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CONTINUED - SHOP OFFICE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
964. R&R Commercial electrical (SF of bldg) - Extra heavy load	80.35 SF	1.71	39.91	3,344.17
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
965. Apply anti-microbial agent	391.47 SF	0.00	0.20	78.29
966. Paint the walls - two coats	311.11 SF	0.00	0.72	224.00
Totals: SHOP OFFICE				3,746.09



C-3

Ceiling Height: 9'

991.50 SF Walls	733.13 SF Ceiling
1,724.63 SF Walls & Ceiling	733.13 SF Floor
81.46 SY Flooring	110.17 LF Floor Perimeter
110.17 LF Ceil. Perimeter	

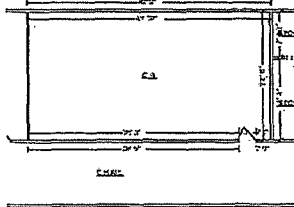
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
135. R&R Suspended ceiling tile - 2' x 4'	733.13 SF	0.15	1.09	909.08
136. R&R Suspended ceiling grid - 2' x 4'	733.13 SF	0.14	1.04	865.10
137. R&R Acoustic ceiling tile - Cork Board	733.13 SF	0.46	2.36	2,067.43
138. R&R Sheathing - plywood - Above Cork Board	733.13 SF	0.43	1.94	1,737.52
139. R&R Commercial electrical (SF of bldg) - Extra heavy load	733.13 SF	1.71	39.91	30,512.87
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
140. Scrape the walls & prep for paint	991.50 SF	0.00	0.48	475.92
232. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
141. Apply anti-microbial agent	1,724.63 SF	0.00	0.20	344.93
142. Glue down carpet - Commercial grade	843.09 SF	0.00	4.82	4,063.69

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CONTINUED - C-3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Commercial grade.				
143. Cove base molding - rubber or vinyl, 4" high	110.17 LF	0.00	1.67	183.98
144. Seal/prime the walls - one coat	991.50 SF	0.00	0.40	396.60
145. Paint the walls - two coats	991.50 SF	0.00	0.72	713.88
Totals: C-3				42,978.60



C-4

Ceiling Height: 9'

1,158.00 SF Walls	941.25 SF Ceiling
2,099.25 SF Walls & Ceiling	941.25 SF Floor
104.58 SY Flooring	128.67 LF Floor Perimeter
128.67 LF Ceil. Perimeter	

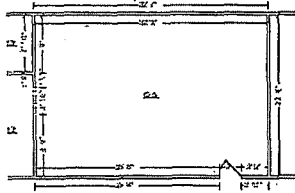
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
124. R&R Suspended ceiling tile - 2' x 4'	941.25 SF	0.15	1.09	1,167.15
125. R&R Suspended ceiling grid - 2' x 4'	941.25 SF	0.14	1.04	1,110.68
126. R&R Acoustic ceiling tile - Cork Board	941.25 SF	0.46	2.36	2,654.33
127. R&R Sheathing - plywood - Above Cork Board	941.25 SF	0.43	1.94	2,230.77
128. R&R Commercial electrical (SF of bldg) - Extra heavy load	941.25 SF	1.71	39.91	39,174.83
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
129. Scrape the walls & prep for paint	1,158.00 SF	0.00	0.48	555.84
233. Plaster patch / small repair - ready for paint	3.00 EA	0.00	141.52	424.56
130. Apply anti-microbial agent	2,099.25 SF	0.00	0.20	419.85
131. Glue down carpet - Commercial grade	1,082.44 SF	0.00	4.82	5,217.36

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CONTINUED - C-4

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Commercial grade.				
132. Cove base molding - rubber or vinyl, 4" high	128.67 LF	0.00	1.67	214.88
133. Seal/prime the walls - one coat	1,158.00 SF	0.00	0.40	463.20
134. Paint the walls - two coats	1,158.00 SF	0.00	0.72	833.76
Totals: C-4				54,467.21



C-5

Ceiling Height: 9'

959.94 SF Walls	725.63 SF Ceiling
1,685.57 SF Walls & Ceiling	725.63 SF Floor
80.63 SY Flooring	105.67 LF Floor Perimeter
109.50 LF Ceil. Perimeter	

Missing Wall: 1 - 3'10" X 6'8"

Opens into STORAGE2

Goes to Floor

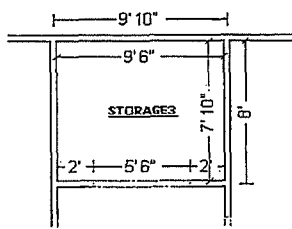
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
91. R&R Suspended ceiling tile - 2' x 4'	725.63 SF	0.15	1.09	899.78
92. R&R Suspended ceiling grid - 2' x 4'	725.63 SF	0.14	1.04	856.25
93. R&R Acoustic ceiling tile - Cork Board	725.63 SF	0.46	2.36	2,046.28
94. R&R Sheathing - plywood - Above Cork Board	725.63 SF	0.43	1.94	1,719.74
95. R&R Commercial electrical (SF of bldg) - Extra heavy load	725.63 SF	1.71	39.91	30,200.72
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
96. Scrape the walls & prep for paint	959.94 SF	0.00	0.48	460.77
234. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
97. Apply anti-microbial agent	1,685.57 SF	0.00	0.20	337.11

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CONTINUED - C-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
98. Glue down carpet - Commercial grade	834.47 SF	0.00	4.82	4,022.15
15 % waste added for Glue down carpet - Commercial grade.				
99. Cove base molding - rubber or vinyl, 4" high	105.67 LF	0.00	1.67	176.47
100. Seal/prime the walls - one coat	959.94 SF	0.00	0.40	383.98
101. Paint the walls - two coats	959.94 SF	0.00	0.72	691.16
Totals: C-5				42,502.01



STORAGE3

Ceiling Height: 9'

275.33 SF Walls	74.42 SF Ceiling
349.75 SF Walls & Ceiling	74.42 SF Floor
8.27 SY Flooring	29.17 LF Floor Perimeter
34.67 LF Ceil. Perimeter	

Missing Wall: 1 - 5'6" X 6'8"

Opens into STORAGE2

Goes to Floor

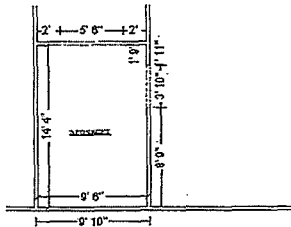
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
781. R&R Suspended ceiling tile - 2' x 4'	74.42 SF	0.15	1.09	92.28
782. R&R Suspended ceiling grid - 2' x 4'	74.42 SF	0.14	1.04	87.82
783. R&R Acoustic ceiling tile - Cork Board	74.42 SF	0.46	2.36	209.86
784. R&R Sheathing - plywood - Above Cork Board	74.42 SF	0.43	1.94	176.37
785. R&R Commercial electrical (SF of bldg) - Extra heavy load	74.42 SF	1.71	39.91	3,097.36
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
786. Scrape the walls & prep for paint	275.33 SF	0.00	0.48	132.16
787. Apply anti-microbial agent	349.75 SF	0.00	0.20	69.95

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CONTINUED - STORAGE3

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
788. Tile - vinyl composition - Premium grade	74.42 SF	0.00	2.41	179.35
789. Cove base molding - rubber or vinyl, 4" high	29.17 LF	0.00	1.67	48.71
790. Seal/prime the walls - one coat	275.33 SF	0.00	0.40	110.13
791. Paint the walls - two coats	275.33 SF	0.00	0.72	198.24
Totals: STORAGE3				4,402.23



STORAGE2

Ceiling Height: 9'

366.78 SF Walls	136.17 SF Ceiling
502.94 SF Walls & Ceiling	136.17 SF Floor
15.13 SY Flooring	38.33 LF Floor Perimeter
47.67 LF Ceil. Perimeter	

Missing Wall:	1 -	3'10" X 6'8"	Opens into C-5	Goes to Floor
Missing Wall:	1 -	5'6" X 6'8"	Opens into STORAGE3	Goes to Floor

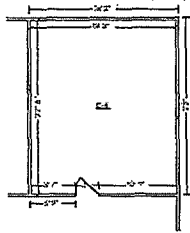
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
792. R&R Suspended ceiling tile - 2' x 4'	136.17 SF	0.15	1.09	168.86
793. R&R Suspended ceiling grid - 2' x 4'	136.17 SF	0.14	1.04	160.68
794. R&R Acoustic ceiling tile - Cork Board	136.17 SF	0.46	2.36	384.00
795. R&R Sheathing - plywood - Above Cork Board	136.17 SF	0.43	1.94	322.72
796. R&R Commercial electrical (SF of bldg) - Extra heavy load	136.17 SF	1.71	39.91	5,667.39
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
797. Scrape the walls & prep for paint	366.78 SF	0.00	0.48	176.05
798. Apply anti-microbial agent	502.94 SF	0.00	0.20	100.59

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CONTINUED - STORAGE2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
799. Tile - vinyl composition - Premium grade	136.17 SF	0.00	2.41	328.17
800. Cove base molding - rubber or vinyl, 4" high	38.33 LF	0.00	1.67	64.01
801. Seal/prime the walls - one coat	366.78 SF	0.00	0.40	146.71
802. Paint the walls - two coats	366.78 SF	0.00	0.72	264.08
Totals: STORAGE2				7,783.26



C-6

Ceiling Height: 9'

741.00 SF Walls	420.00 SF Ceiling
1,161.00 SF Walls & Ceiling	420.00 SF Floor
46.67 SY Flooring	82.33 LF Floor Perimeter
82.33 LF Ceil. Perimeter	

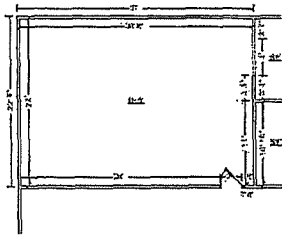
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
102. R&R Suspended ceiling tile - 2' x 4'	420.00 SF	0.15	1.09	520.80
103. R&R Suspended ceiling grid - 2' x 4'	420.00 SF	0.14	1.04	495.60
104. R&R Acoustic ceiling tile - Cork Board	420.00 SF	0.46	2.36	1,184.40
105. R&R Sheathing - plywood - Above Cork Board	420.00 SF	0.43	1.94	995.40
106. R&R Commercial electrical (SF of bldg) - Extra heavy load	420.00 SF	1.71	39.91	17,480.40
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
107. Scrape the walls & prep for paint	741.00 SF	0.00	0.48	355.68
108. Apply anti-microbial agent	1,161.00 SF	0.00	0.20	232.20
109. Glue down carpet - Commercial grade	483.00 SF	0.00	4.82	2,328.06
15 % waste added for Glue down carpet - Commercial grade.				

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CONTINUED - C-6

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
110. Cove base molding - rubber or vinyl, 4" high	82.33 LF	0.00	1.67	137.49
111. Seal/prime the walls - one coat	741.00 SF	0.00	0.40	296.40
112. Paint the walls - two coats	741.00 SF	0.00	0.72	533.52
Totals: C-6				24,559.95



D-5

Ceiling Height: 9'

911.67 SF Walls	671.00 SF Ceiling
1,582.67 SF Walls & Ceiling	671.00 SF Floor
74.56 SY Flooring	100.00 LF Floor Perimeter
105.00 LF Ceil. Perimeter	

Missing Wall: 1 - 5'0" X 6'8"

Opens into STORAGE4

Goes to Floor

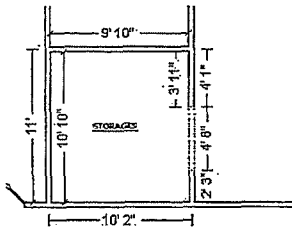
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
734. R&R Suspended ceiling tile - 2' x 4'	671.00 SF	0.15	1.09	832.04
735. R&R Suspended ceiling grid - 2' x 4'	671.00 SF	0.14	1.04	791.78
736. R&R Acoustic ceiling tile - Cork Board	671.00 SF	0.46	2.36	1,892.22
737. R&R Sheathing - plywood - Above Cork Board	671.00 SF	0.43	1.94	1,590.27
738. R&R Commercial electrical (SF of bldg) - Extra heavy load	671.00 SF	1.71	39.91	27,927.02
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
739. Scrape the walls & prep for paint	911.67 SF	0.00	0.48	437.60
740. Plaster patch / small repair - ready for paint	5.00 EA	0.00	141.52	707.60
741. Apply anti-microbial agent	1,582.67 SF	0.00	0.20	316.53
742. Glue down carpet - Commercial grade	771.65 SF	0.00	4.82	3,719.35

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CONTINUED - D-5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
15 % waste added for Glue down carpet - Commercial grade.				
743. Cove base molding - rubber or vinyl, 4" high	100.00 LF	0.00	1.67	167.00
744. Seal/prime the walls - one coat	911.67 SF	0.00	0.40	364.67
745. Paint the walls - two coats	911.67 SF	0.00	0.72	656.40
Totals: D-5				39,402.48



STORAGE5

Ceiling Height: 9'

340.89 SF Walls	106.53 SF Ceiling
447.42 SF Walls & Ceiling	106.53 SF Floor
11.84 SY Flooring	36.67 LF Floor Perimeter
41.33 LF Ceil. Perimeter	

Missing Wall: 1 - 4'8" X 6'8"

Opens into D-4

Goes to Floor

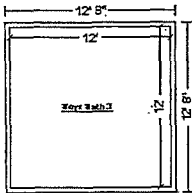
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
803. R&R Suspended ceiling tile - 2' x 4'	106.53 SF	0.15	1.09	132.10
804. R&R Suspended ceiling grid - 2' x 4'	106.53 SF	0.14	1.04	125.70
805. R&R Acoustic ceiling tile - Cork Board	106.53 SF	0.46	2.36	300.41
806. R&R Sheathing - plywood - Above Cork Board	106.53 SF	0.43	1.94	252.48
807. R&R Commercial electrical (SF of bldg) - Extra heavy load	106.53 SF	1.71	39.91	4,433.78
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
808. Scrape the walls & prep for paint	340.89 SF	0.00	0.48	163.63
809. Apply anti-microbial agent	447.42 SF	0.00	0.20	89.48
810. Tile - vinyl composition - Premium grade	106.53 SF	0.00	2.41	256.74

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CONTINUED - STORAGE5

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
811. Cove base molding - rubber or vinyl, 4" high	36.67 LF	0.00	1.67	61.24
812. Seal/prime the walls - one coat	340.89 SF	0.00	0.40	136.36
813. Paint the walls - two coats	340.89 SF	0.00	0.72	245.44
Totals: STORAGE5				6,197.36

**Boys Bath 3****Ceiling Height: 9'**

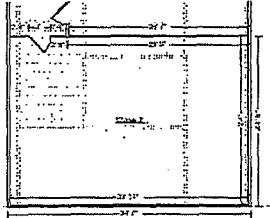
432.00 SF Walls	144.00 SF Ceiling
576.00 SF Walls & Ceiling	144.00 SF Floor
16.00 SY Flooring	48.00 LF Floor Perimeter
48.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,206. R&R Suspended ceiling tile - 2' x 4'	144.00 SF	0.15	1.09	178.56
1,207. R&R Commercial electrical (SF of bldg) - Extra heavy load	144.00 SF	1.71	39.91	5,993.28
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,208. Apply anti-microbial agent	576.00 SF	0.00	0.20	115.20
1,209. Clean ceramic tile	144.00 SF	0.00	0.37	53.28
Totals: Boys Bath 3				6,340.32
Total: Main Level				5,042,259.15

B Unit Upper

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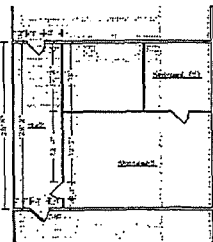


Class 2

Ceiling Height: 9'

1,042.50 SF Walls	814.00 SF Ceiling
1,856.50 SF Walls & Ceiling	814.00 SF Floor
90.44 SY Flooring	115.83 LF Floor Perimeter
115.83 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,162. R&R Suspended ceiling tile - 2' x 4'	814.00 SF	0.15	1.09	1,009.36
1,163. R&R Suspended ceiling grid - 2' x 4'	814.00 SF	0.14	1.04	960.52
1,164. R&R Commercial electrical (SF of bldg) - Extra heavy load	814.00 SF	1.71	39.91	33,878.68
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,165. Scrape the walls & prep for paint	1,042.50 SF	0.00	0.48	500.40
1,166. Apply anti-microbial agent	1,856.50 SF	0.00	0.20	371.30
1,167. Tile - vinyl composition - Premium grade	814.00 SF	0.00	2.41	1,961.74
1,168. Cove base molding - rubber or vinyl, 4" high	115.83 LF	0.00	1.67	193.44
1,169. Seal/prime the walls - one coat	1,042.50 SF	0.00	0.40	417.00
1,170. Paint the walls - two coats	1,042.50 SF	0.00	0.72	750.60
Totals: Class 2				40,043.04



Hall

Ceiling Height: 9'

669.00 SF Walls	233.33 SF Ceiling
902.33 SF Walls & Ceiling	233.33 SF Floor
25.93 SY Flooring	74.33 LF Floor Perimeter
74.33 LF Ceil. Perimeter	

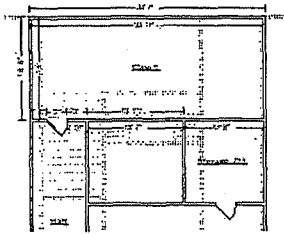
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,153. R&R Suspended ceiling tile - 2' x 4'	233.33 SF	0.15	1.09	289.33
1,154. R&R Suspended ceiling grid - 2' x 4'	233.33 SF	0.14	1.04	275.33

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CONTINUED - Hall

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,155. R&R Commercial electrical (SF of bldg) - Extra heavy load	233.33 SF	1.71	39.91	9,711.19
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,156. Scrape the walls & prep for paint	669.00 SF	0.00	0.48	321.12
1,157. Apply anti-microbial agent	902.33 SF	0.00	0.20	180.47
1,158. Tile - vinyl composition - Premium grade	233.33 SF	0.00	2.41	562.33
1,159. Cove base molding - rubber or vinyl, 4" high	74.33 LF	0.00	1.67	124.13
1,160. Seal/prime the walls - one coat	669.00 SF	0.00	0.40	267.60
1,161. Paint the walls - two coats	669.00 SF	0.00	0.72	481.68
Totals: Hall				12,213.18

**Class 1****Ceiling Height: 9'**

880.50 SF Walls	508.75 SF Ceiling
1,389.25 SF Walls & Ceiling	508.75 SF Floor
56.53 SY Flooring	97.83 LF Floor Perimeter
97.83 LF Ceil. Perimeter	

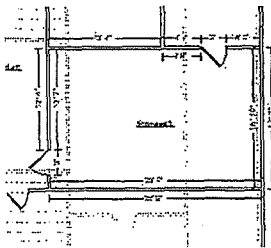
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,144. R&R Suspended ceiling tile - 2' x 4'	508.75 SF	0.15	1.09	630.85
1,145. R&R Suspended ceiling grid - 2' x 4'	508.75 SF	0.14	1.04	600.33
1,146. R&R Commercial electrical (SF of bldg) - Extra heavy load	508.75 SF	1.71	39.91	21,174.17
The above line item includes all Wire, Switches, Plugs, Light Fixtures				
1,147. Scrape the walls & prep for paint	880.50 SF	0.00	0.48	422.64
1,148. Apply anti-microbial agent	1,389.25 SF	0.00	0.20	277.85

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CONTINUED - Class 1

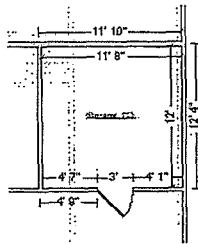
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,149. Tile - vinyl composition - Premium grade	508.75 SF	0.00	2.41	1,226.09
1,150. Cove base molding - rubber or vinyl, 4" high	97.83 LF	0.00	1.67	163.38
1,151. Seal/prime the walls - one coat	880.50 SF	0.00	0.40	352.20
1,152. Paint the walls - two coats	880.50 SF	0.00	0.72	633.96
Totals: Class 1				25,481.47



Storage1

Ceiling Height: 9'

763.50 SF Walls	430.65 SF Ceiling
1,194.15 SF Walls & Ceiling	430.65 SF Floor
47.85 SY Flooring	84.83 LF Floor Perimeter
84.83 LF Ceil. Perimeter	



Subroom 1: Storage

Ceiling Height: 9'

426.00 SF Walls	140.00 SF Ceiling
566.00 SF Walls & Ceiling	140.00 SF Floor
15.56 SY Flooring	47.33 LF Floor Perimeter
47.33 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,133. R&R Suspended ceiling tile - 2' x 4'	570.65 SF	0.15	1.09	707.61
1,134. R&R Suspended ceiling grid - 2' x 4'	570.65 SF	0.14	1.04	673.37
1,137. R&R Commercial electrical (SF of bldg) - Extra heavy load	570.65 SF	1.71	39.91	23,750.45

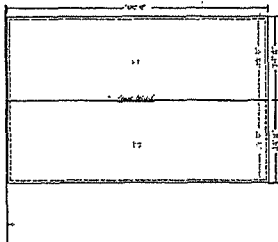
The above line item includes all Wire, Switches, Plugs, Light Fixtures

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CONTINUED - Storage1

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,138. Scrape the walls & prep for paint	1,189.50 SF	0.00	0.48	570.96
1,139. Apply anti-microbial agent	1,760.15 SF	0.00	0.20	352.03
1,140. Tile - vinyl composition - Premium grade	570.65 SF	0.00	2.41	1,375.27
1,141. Cove base molding - rubber or vinyl, 4" high	132.17 LF	0.00	1.67	220.72
1,142. Seal/prime the walls - one coat	1,189.50 SF	0.00	0.40	475.80
1,143. Paint the walls - two coats	1,189.50 SF	0.00	0.72	856.44
Totals: Storage1				28,982.65
Total: B Unit Upper				106,720.34

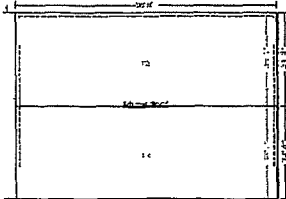
Roofs**Gym Roof**

7,774.06 Surface Area
 358.99 Total Perimeter Length
 77.74 Number of Squares
 106.50 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
242. Remove & Replace 3ply Modified Roof	8,162.76 SF	0.00	17.67	144,235.97
The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.				
Totals: Gym Roof				144,235.97

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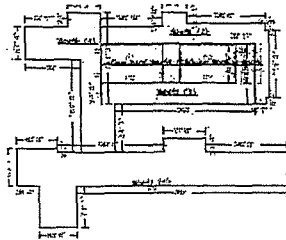
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Adutn Roof

7,064.76 Surface Area
 339.50 Total Perimeter Length
 70.65 Number of Squares
 96.67 Total Ridge Length

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
241. Remove & Replace 3ply Modified Roof	7,417.20 SF	0.00	17.51	129,875.17
The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.				
Totals: Adutn Roof				129,875.17



Flat Roofs

76,268.90 Surface Area
 3,012.08 Total Perimeter Length
 762.69 Number of Squares

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
240. Remove & Replace 3ply Modified Roof	80,082.35 SF	0.00	17.51	1,402,241.95
The above Line item is to remove and replace modified bitumen roof system to include 1 1/2 inch poly-iso roof insulation, gravel stop, flashing, pipe and roof vents.				
Totals: Flat Roofs				1,402,241.95
Total: Roofs				1,676,353.09

Exterior

Exterior

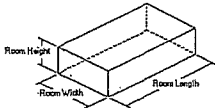
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
SMITH-MIDSCHOOL-2009			1/14/2009	Page: 87

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CONTINUED - Exterior

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,116. R&R Gutter / downspout - aluminum - up to 5"	2,196.00 LF	0.38	4.65	11,045.88
1,117. R&R Soffit - wood - Tongue & groove	1,250.00 SF	0.36	7.01	9,212.50
1,118. Prime & paint exterior soffit - wood	1,250.00 SF	0.00	1.61	2,012.50
1,120. R&R Wall or roof panel - 7/8" rib - commercial	10,488.00 SF	0.38	3.45	40,169.04
This line item is for the repairs of the Feild House				
1,121. Exterior - paint two coats	4,080.00 SF	0.00	0.89	3,631.20
Total: Exterior				66,071.12

Windows

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
825. 3'8"x8' 1-1/2" Steel Framed Double Hung Window	172.00 EA	0.00	1,287.50	221,450.00
826. 3'8"x8' 1-1/2" Steel Framed Twin Double Hung Window	13.00 EA	0.00	5,150.00	66,950.00
827. 3'8"x 5' 9-1/2" Steel Framed Double Hung Window	3.00 EA	0.00	2,008.50	6,025.50
828. 4"x 5' 1-1/2" Steel Framed Double Hung Window	5.00 EA	0.00	1,854.00	9,270.00
829. 3'8"x 4' 5-1/2" Steel Framed Double Hung Window	3.00 EA	0.00	1,751.00	5,253.00

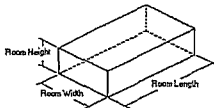
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CONTINUED - Windows

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
830. 3'8"x 5' 1-1/2" Steel Framed Fixed Window	12.00 EA	0.00	1,751.00	21,012.00
831. 4' 1-1/8"x 4' 1-5/12" Steel Framed Fixed Window	6.00 EA	0.00	1,545.00	9,270.00
1,119. Paint Window Frames - Large - 2 coats (per side)	428.00 EA	0.00	36.75	15,729.00
832. Additional charge for a retrofit window, 24-40 sf	214.00 EA	0.00	136.23	29,153.22
1,113. Lead Abatement of all window Frames	1.00 EA	252,350.00	0.00	252,350.00
833. Dumpster load - Approx. 40 yards, 7-8 tons of debris	15.00 EA	517.37	0.00	7,760.55
834. Job-site storage container - 40' long - per month	3.00 MO	0.00	185.40	556.20
Totals: Windows				644,779.47
Total: Exterior				710,850.59

REMEDIATION



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,175. Temporary power - hookup Entergy	1.00 EA	0.00	10,677.58	10,677.58
1,176. Debris & Tree Removal and Clean up	313.00 HR	38.06	0.00	11,912.78
1,177. Asbestos Floor Removal	1.00 EA	311,442.54	0.00	311,442.54

The above line item is for the removal of all wet carpet and base and the abatement of all Asbestos containing floor tiles.

Handwritten: already done.
Large handwritten note: has already been done.

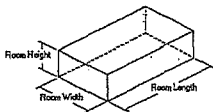
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CONTINUED - REMEDIATION

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,212. WATER EXTRACTION & REMEDIATION	1.00 EA	0.00	796,421.06	796,421.06
Totals: REMEDIATION				1,130,453.96

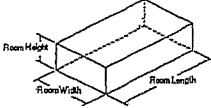
FIRE/TELECOM



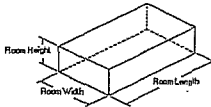
DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,123. R&R Fire alarm system - per SF	85,361.77 SF	0.29	1.47	150,236.71
1,124. Public Address System	85,361.77 SF	0.00	0.29	24,754.91
Includes: Average grade public address system complete with transmitters, speakers, wiring, and installation labor. Average life expectancy 20 years Average depreciation 5% per year				
1,125. Security System	1.00 EA	0.00	58,710.00	58,710.00
1,182. R&R Gas fire suppression system - commercial	85,361.00 SF	1.28	7.12	717,032.40
Totals: FIRE/TELECOM				950,734.02

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Heat, Vent, & Cool

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
848. Clean ductwork - and coat all lined hard duct with Fosters 40/20	85,323.15 SF	0.00	4.89	417,230.20
The above line Item is to clean all water damaged Hard ductwork, AHU's and registers. This includes the installation of insulated access plates, coating all insulation with Fosters 40/20. Cleaning of all evaporator coils, fan blower units and plenums.				
849. HVAC Repair - Performed by Gowen	1.00 EA	0.00	9,342.10	9,342.10
1,183. R&R Cooling system - chilled water (Water cooled) - Commercial - 4 Pipe Conversion	85,361.00 SF	4.76	18.31	1,969,278.27
1,203. R&R Boiler - natural gas - 200,000 BTU	2.00 EA	181.81	100,170.59	200,704.80
1,204. R&R Swing check valve - brass - 7/8" to 1 1/4"	2.00 EA	4.76	37.33	84.18
1,205. R&R Circulator pump - up to 1 1/2" flange connection	2.00 EA	22.82	401.69	849.02
Totals: Heat, Vent, & Cool				2,597,488.57

GENERAL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,110. Temp Buildings	1.00 EA	0.00	342,556.37	342,556.37
1,111. Dumpster load - Approx. 40 yards, 7-8 tons of debris	35.00 EA	517.37	0.00	18,107.95

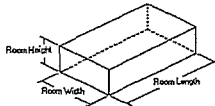
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CONTINUED - GENERAL

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,114. Telehandler/forklift and operator	120.00 HR	0.00	64.38	7,725.60
1,115. Commercial supervision - per hour	540.00 HR	0.00	57.33	30,958.20
1,171. Temporary construction office - portable (trailer)	9.00 MO	0.00	267.80	2,410.20
1,172. Temporary toilet (per month)	9.00 MO	0.00	124.41	1,119.69
1,173. Temporary power usage (per month)	9.00 MO	0.00	129.84	1,168.56
1,174. R&R Temporary power - hookup	1.00 EA	52.66	284.35	337.01
1,179. Architectural/Drafting fees (Bid item)	1.00 EA	0.00	572,570.82	572,570.82
1,180. Construction Management 5% of total job	1.00 EA	0.00	449,793.15	449,793.15
1,181. Taxes, insurance, permits & fees (Bid item)	1.00 EA	0.00	35,983.45	35,983.45
1,184. Payment and Performance Bond	1.00 EA	0.00	256,693.51	256,693.51
Totals: GENERAL				1,719,424.51

ADA Requirements



DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,126. Install all new Commercial Doors with hardware to meet ADA standards	1.00 EA	0.00	310,545.00	310,545.00
1,127. Carpenter - General Framer - to enlarge door openings	1,009.00 HR	0.00	55.72	56,221.48

The above line item is to cut door openings to be ADA compliant.

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CONTINUED - ADA Requirements

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1,128. Special Systems - Electrician - per hour	1.00 HR	0.00	87.45	87.45
1,129. Commercial Grade Stair Lift - 2 story - straight for auditorium	1.00 EA	0.00	6,486.94	6,486.94
The above line item is to cut door openings to be ADA compliant.				
Totals: ADA Requirements				373,340.87
Line Item Subtotals: SMITH-MIDSCHOOL-2009				14,307,625.10
Adjustments for Base Service Charges				Adjustment
Concrete Mason				101.43
Heating / A.C. Mechanic				138.90
Mason Brick/Stone				81.76
Plumber				154.28
Siding Installer				122.98
Steel Worker				113.12
Stucco Installer				129.40
Tile/Cultured Marble Installer				137.92
Total Adjustments for Base Service Charges:				979.79
Line Item Totals: SMITH-MIDSCHOOL-2009				14,308,604.89

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Grand Total Areas:

128,012.35 SF Walls	88,232.91 SF Ceiling	216,245.26 SF Walls and Ceiling
88,485.18 SF Floor	9,831.69 SY Flooring	12,611.91 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	12,846.94 LF Ceil. Perimeter
88,485.18 Floor Area	90,871.49 Total Area	125,143.11 Interior Wall Area
28,635.88 Exterior Wall Area	2,912.50 Exterior Perimeter of Walls	
91,107.73 Surface Area	911.08 Number of Squares	3,710.58 Total Perimeter Length
203.17 Total Ridge Length	0.00 Total Hip Length	

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Summary

Line Item Total				14,307,625.10
Total Adjustments for Base Service Charges				979.79
Material Sales Tax	@	8.250% x	3,223,476.69	265,936.83
Subtotal				14,574,541.72
Overhead	@	10.0% x	14,574,541.72	1,457,454.17
Profit	@	10.0% x	16,031,995.89	1,603,199.59
Replacement Cost Value				\$17,635,195.48
Net Claim				\$17,635,195.48

Lloyd Broussard

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Recap by Room

Estimate: SMITH-MIDSCHOOL-2009

Area: Main Level

A15	42,722.50	0.30%
A13	42,896.66	0.30%
O HALL	181,056.96	1.27%
A14	42,580.98	0.30%
A12	43,331.43	0.30%
BOOK ROOM 1	21,383.99	0.15%
BOOK ROOM 2	16,694.47	0.12%
Library Stow	31,052.09	0.22%
Library	167,550.03	1.17%
Office	13,975.57	0.10%
Office1	6,071.03	0.04%
Mens Lounge	2,531.96	0.02%
Water Closet	1,086.30	0.01%
Boys Bath	12,737.30	0.09%
Girls Bath	10,745.79	0.08%
Closet	1,467.47	0.01%
Girls Bath1	7,311.57	0.05%
Womens Loung	4,867.29	0.03%
Water Close1	740.07	0.01%
Dark Room	23,283.42	0.16%
A 9	42,708.87	0.30%
A 11	42,991.91	0.30%
A-7	43,133.43	0.30%
A-5	43,133.43	0.30%
A-4	43,133.43	0.30%
A-3	42,567.35	0.30%
Cafeteria	343,431.40	2.40%
A-8	56,459.65	0.39%
A-6	41,833.31	0.29%
Janitor	4,035.14	0.03%
Repair RM	8,632.77	0.06%
Boys Restroom	14,111.80	0.10%
Girls Restroom 2	14,111.80	0.10%
A-2	67,835.69	0.47%
Meeting	10,254.33	0.07%
Asst Princ	19,289.19	0.13%
Office2	10,254.33	0.07%
A-1	74,308.70	0.52%
Office3	9,831.11	0.07%
STORAGE	6,636.18	0.05%
WOMANS Restroom	2,095.82	0.01%

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MENS Restroom	2,095.82	0.01%
VARIOUS SPAC	45,975.94	0.32%
FOOD PREP	45,338.24	0.32%
CONFERENCE	25,505.74	0.18%
HALL A	264,665.39	1.85%
COPY ROOM	8,479.05	0.06%
OFFICE1	8,340.65	0.06%
OFFICE2	8,535.14	0.06%
OFFICE3	45,940.90	0.32%
MAIN OFFICE	40,311.59	0.28%
PRIN. OFFICE	44,107.99	0.31%
O-1	57,245.61	0.40%
PREP AREA	26,398.63	0.18%
GYMNASIUM	342,875.08	2.40%
MALE LOCKERS	74,159.06	0.52%
GIRL LOCKERS	74,183.26	0.52%
BANDHALL	110,909.68	0.78%
D-4	41,274.76	0.29%
D HALL	63,235.62	0.44%
STORAGE4	6,192.79	0.04%
D-3	64,043.82	0.45%
D-1	57,759.77	0.40%
OFFICE4	49,557.69	0.35%
NURSE'S OFFI	38,987.38	0.27%
C HALL	98,124.59	0.69%
BOYS Restroom	12,491.73	0.09%
GIRLS BATH	11,900.30	0.08%
GIRLS BATH1	11,571.15	0.08%
B-1	53,406.30	0.37%
B-2	40,716.05	0.28%
B-3	59,243.58	0.41%
B-4	29,862.98	0.21%
Entrance	84,300.52	0.59%
AUDITORIUM	964,127.33	6.74%
WOOD SHOP	65,872.25	0.46%
B HALL	206,596.40	1.44%
STORAGE1	8,662.15	0.06%
CLOSET	2,008.19	0.01%
SHOP OFFICE	3,746.09	0.03%
C-3	42,978.60	0.30%
C-4	54,467.21	0.38%
C-5	42,502.01	0.30%
STORAGE3	4,402.23	0.03%
STORAGE2	7,783.26	0.05%
C-6	24,559.95	0.17%
D-5	39,402.48	0.28%
STORAGE5	6,197.36	0.04%

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Boys Bath 3	6,340.32	0.04%
<hr/>		
Area Subtotal: Main Level	5,042,259.15	35.24%
Area: B Unit Upper		
Class 2	40,043.04	0.28%
Hall	12,213.18	0.09%
Class 1	25,481.47	0.18%
Storage1	28,982.65	0.20%
<hr/>		
Area Subtotal: B Unit Upper	106,720.34	0.75%
Area: Roofs		
Gym Roof	144,235.97	1.01%
Adutm Roof	129,875.17	0.91%
Flat Roofs	1,402,241.95	9.80%
<hr/>		
Area Subtotal: Roofs	1,676,353.09	11.72%
Area: Exterior		
Windows	66,071.12	0.46%
	644,779.47	4.51%
<hr/>		
Area Subtotal: Exterior	710,850.59	4.97%
REMEDIATION	1,130,453.96	7.90%
FIRE/TELECOM	950,734.02	6.64%
Heat, Vent, & Cool	2,597,488.57	18.15%
GENERAL	1,719,424.51	12.02%
ADA Requirements	373,340.87	2.61%
<hr/>		
Subtotal of Areas	14,307,625.10	99.99%
Base Service Charges	979.79	0.01%
<hr/>		
Total	14,308,604.89	100.00%

HRE Inc.

530 N. Sam Houston Parkway East
Suite 300
Houston, TX 77060
Phone (713) 673-8440
Fax (713) 673-8412

Recap by Category

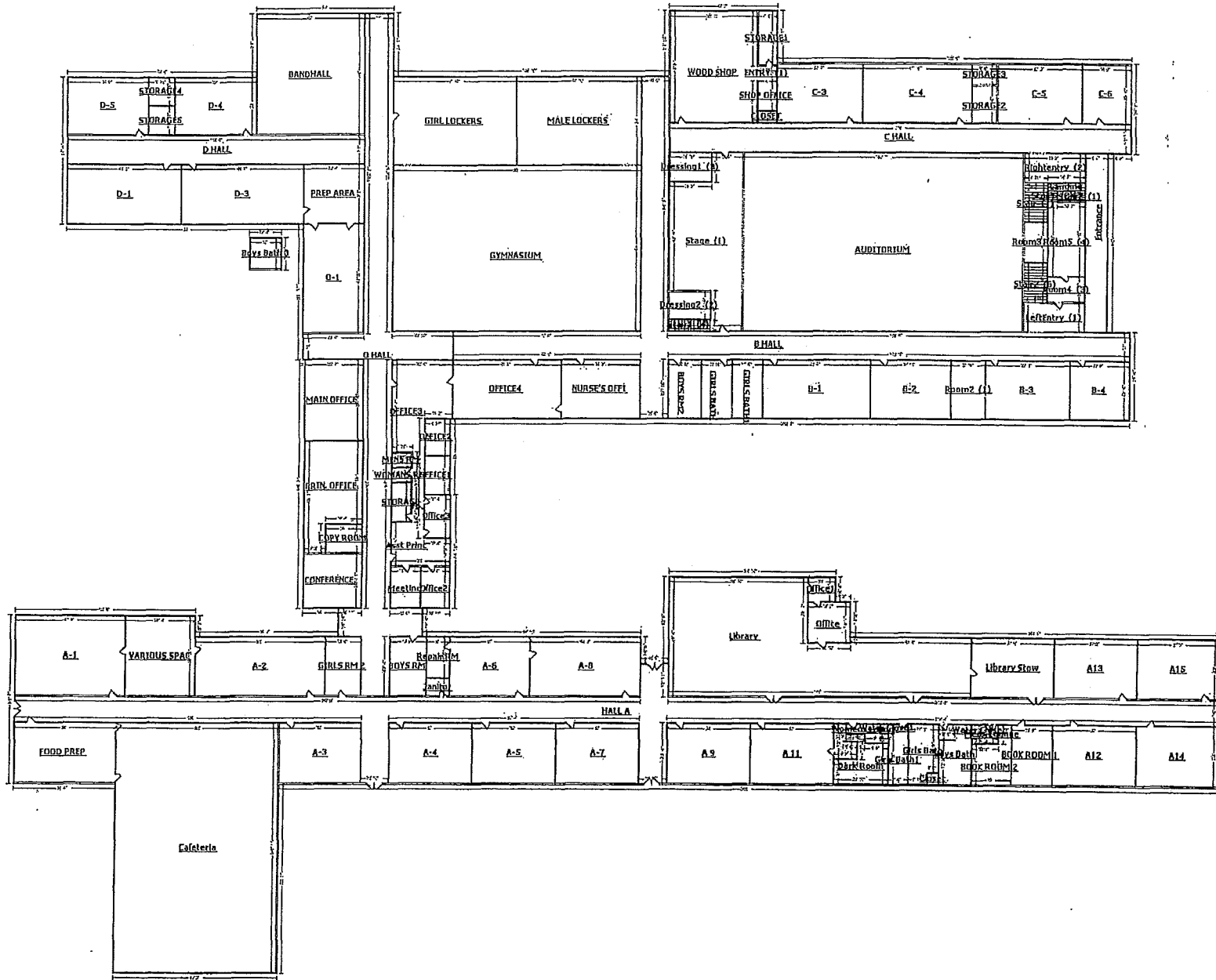
O&P Items	Total Dollars	%
ACOUSTICAL TREATMENTS	233,378.28	1.32%
CABINETS	8,156.39	0.05%
CLEANING	426,272.22	2.42%
CONCRETE & ASPHALT	4,291.98	0.02%
CONTENT MANIPULATION	556.20	0.00%
GENERAL DEMOLITION	1,422,611.87	8.07%
DOORS	314,932.45	1.79%
DRYWALL	82,293.24	0.47%
ELECTRICAL	3,531,179.43	20.02%
ELECTRICAL - SPECIAL SYSTEMS	209,034.16	1.19%
MISC. EQUIPMENT - COMMERCIAL	8,470.28	0.05%
HEAVY EQUIPMENT	7,725.60	0.04%
FLOOR COVERING - CARPET	181,566.86	1.03%
FLOOR COVERING - RESILIENT	96,543.05	0.55%
FLOOR COVERING - CERAMIC TILE	20,641.58	0.12%
FLOOR COVERING - VINYL	15,426.99	0.09%
FLOOR COVERING - WOOD	61,548.55	0.35%
PERMITS AND FEES	865,247.78	4.91%
FIRE PROTECTION SYSTEMS	607,770.32	3.45%
FRAMING & ROUGH CARPENTRY	55,374.33	0.31%
HEAT, VENT & AIR CONDITIONING	1,772,643.19	10.05%
LABOR ONLY	536,972.83	3.04%
MASONRY	12,463.36	0.07%
METAL STRUCTURES & COMPONENTS	37,650.28	0.21%
INTERIOR LATH & PLASTER	107,671.29	0.61%
PLUMBING	878.04	0.00%
PANELING & WOOD WALL FINISHES	473.04	0.00%
PAINTING	193,474.70	1.10%
ROOFING	1,676,353.09	9.51%
SOFFIT, FASCIA, & GUTTER	18,973.90	0.11%
SPECIALTY ITEMS	123,051.44	0.70%
STUCCO & EXTERIOR PLASTER	107,317.29	0.61%
TEMPORARY REPAIRS	358,216.75	2.03%
WINDOWS - ALUMINUM	368,383.72	2.09%
WATER EXTRACTION & REMEDIATION	840,080.62	4.76%
Subtotal	14,307,625.10	81.13%
Base Service Charges	979.79	0.01%

HRE Inc.

530 N. Sam Houston Parkway East
Suite 300
Houston, TX 77060
Phone (713) 673-8440
Fax (713) 673-8412

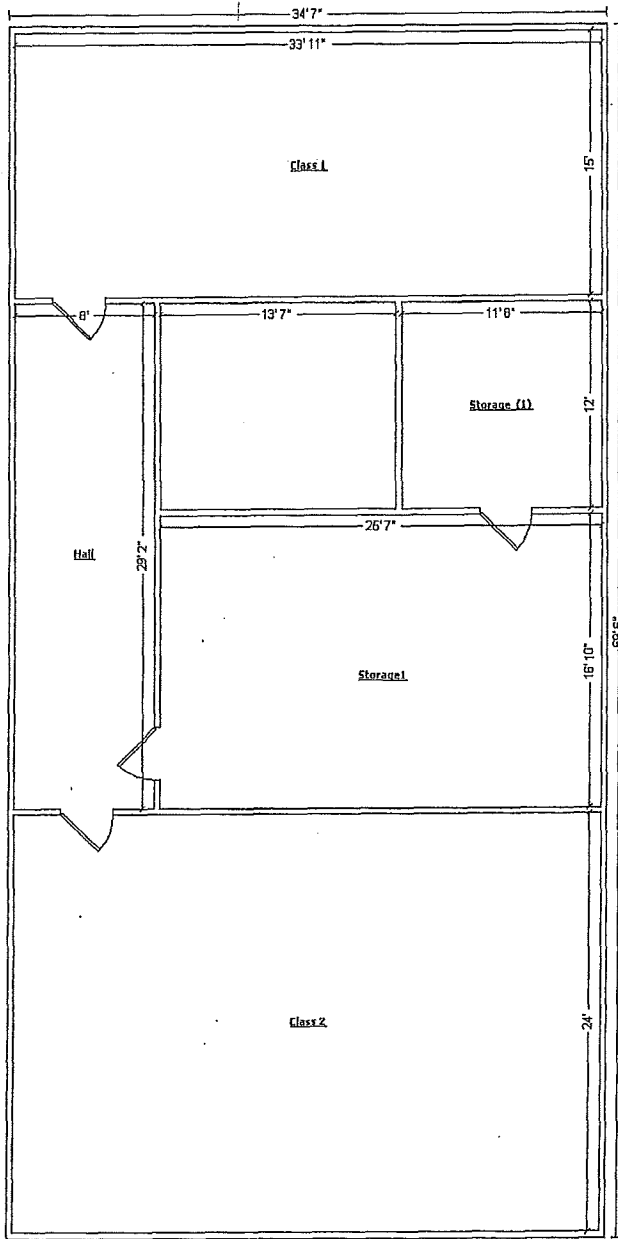
O&P Items			Total Dollars	%
Material Sales Tax	@	8.250%	265,936.83	1.51%
Overhead	@	10.0%	1,457,454.17	8.26%
Profit	@	10.0%	1,603,199.59	9.09%
O&P Items Subtotal			17,635,195.48	100.00%

Main Level



Main Level

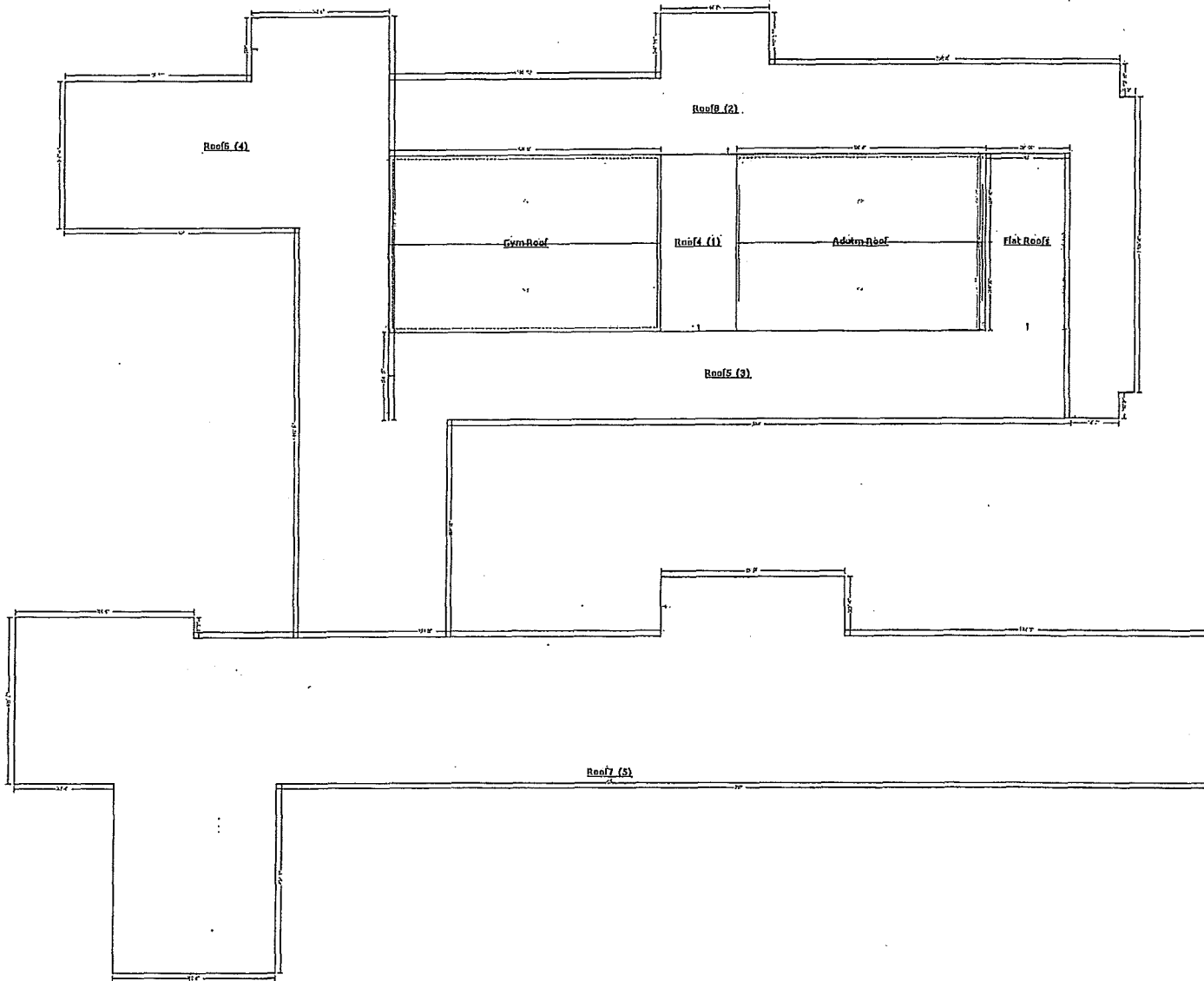
B Unit Upper



B Unit Upper

Roofs

NO	SYM	DESCRIPTION
1	1000	1000
2	1001	1001
3	1002	1002
4	1003	1003
5	1004	1004
6	1005	1005
7	1006	1006
8	1007	1007
9	1008	1008
10	1009	1009
11	1010	1010
12	1011	1011
13	1012	1012
14	1013	1013
15	1014	1014
16	1015	1015
17	1016	1016
18	1017	1017
19	1018	1018
20	1019	1019
21	1020	1020
22	1021	1021
23	1022	1022
24	1023	1023
25	1024	1024
26	1025	1025
27	1026	1026
28	1027	1027
29	1028	1028
30	1029	1029
31	1030	1030
32	1031	1031
33	1032	1032
34	1033	1033
35	1034	1034
36	1035	1035
37	1036	1036
38	1037	1037
39	1038	1038
40	1039	1039
41	1040	1040
42	1041	1041
43	1042	1042
44	1043	1043
45	1044	1044
46	1045	1045
47	1046	1046
48	1047	1047
49	1048	1048
50	1049	1049
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75	1074	1074
76	1075	1075
77	1076	1076
78	1077	1077
79	1078	1078
80	1079	1079
81	1080	1080
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83	1082	1082
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87	1086	1086
88	1087	1087
89	1088	1088
90	1089	1089
91	1090	1090
92	1091	1091
93	1092	1092
94	1093	1093
95	1094	1094
96	1095	1095
97	1096	1096
98	1097	1097
99	1098	1098
100	1099	1099



Roofs

EXHIBIT 16

EnviroTech Services, L.L.C.

Summary of Work and Payment History

on

BISD's Smith Middle School

On or about February 21, 2009, a contract was entered into between HRE, Inc. and BISD. HRE and EnviroTech Services, L.L.C. entered into a Teaming Agreement to secure this contract from BISD. EnviroTech was the Construction Supervisor and constructor for the project. In our role we provided the Project Manager, superintendents, labor and technical personnel, subcontractors and vendors.

The job proceeded normally with payments being received monthly from HRE through billing # 3 for work performed thru April 30th and billed on May 5th. When HRE received payment from BISD in June for the June billing, our payment was delayed and then not received. After making numerous requests to HRE for payment throughout late July and into August for the June and then the July payment, we notified and met with the Project Manager, John Elamad of ECM of the payment problem with HRE. After getting no satisfaction from John Elamad or ECM, Roger Banks of EnviroTech, US General (Electrical Contractor) and I visited Dr. Carrol Thomas, BISD Superintendent, and notified him of the payment problem we were having with HRE. We requested that BISD withhold payment to HRE until we were paid. That did not happen. John Elamad as Project Manager, approved HRE's Payment Application and payment was made by BISD.

On or about July 5, 2009 our Attorney, Keith Petterson sent a letter to the BISD notifying the District of the payment problems and advised the District of our intent to file a lien for the monies owed to EnviroTech. Dr. Thomas called and requested a meeting. Roger Banks and I attended the meeting and after discussions with Dr. Thomas, we assured him that we were not going to file any liens and would not stop work that would affect the opening of Smith Middle school. Work continued, although no payments were received.

On or about July 25th, 2009 Dr Thomas called and asked if we would meet with Mr. Howard Jefferson to see if he could help in getting the problem and money issues taken care of so that Envirotech would get paid and the School would get completed. The meeting with Mr. Jefferson took place on July 31st, 2009. The only outcome of this meeting was that we received \$400,000.00 for electrical work on or about Aug 5th, 2009.

On or about August 14,, we received a Stop Work Notification from HRE terminating our services and removing our equipment and personnel from the job site. The original contracted work on the school was approximately 95% completed at that point.

Since the point of termination myself, Mr Roger Banks, our attorney, my CFO has made it known to Dr Thomas, the BISD attorney, John Elamad and anyone else that would listen that we had not been paid. At the point of termination we had outstanding receivables from the BISD Smith Middle School job of \$8,858,548.00. Since receiving the termination notice, we have received no money; HRE did start paying

EnviroTech Services, L.L.C.

some of the Sub-Contractors so that they would continue to work. The ones they could replace, they ran off the job and have not paid. In our financial summary attached you will see credits for amounts that we believe have been paid to our sub-contractors, we have no proof and no lien releases from them.

To date, the balance owed to us is \$2,905,511.23

BISD - Smith Middle School

Invoice Number	Description	Total Amount	Paid Amount	Pay Date	Balance
3/13/2009 2090624REV	Mobilization	\$ 782,063.09	\$ 782,063.09	3/18, 2009	\$ -
3/18/2009 2090626-HRE	Billing# 1	\$ 645,709.38	\$ 600,000.00	3/18, 2009	\$ 45,709.38
4/6/2009 2090631REV3	Billing# 2	\$ 273,681.76	\$ 273,681.76	4/13, 2009	\$ -
5/5/2009 2090655	Billing# 3	\$ 1,072,537.76	\$ 1,072,537.76	5/2, 2009	\$ - XXX
6/5/2009 2090669REV2	Billing# 4	\$ 3,026,341.51 ***	\$ 2,435,157.46		\$ 591,184.05
7/5/2009 2090671REV	Billing# 5	\$ 2,544,675.38 ***	\$ 2,005,336.38		\$ 539,339.00
8/5/2009 2090674	Billing# 6	\$ 1,973,775.54 ***	\$ 1,484,910.07		\$ 488,865.47
9/21/2009 5102580	Billing# 7	\$ 672,597.21 ***	\$ 73,340.78		\$ 599,256.43
3/18/2009 2090650	Billing# 1 - Fees	\$ 211,300.94	\$ 211,300.94		\$ -
4/6/2009 2090651	Billing# 2 - Fees	\$ 129,832.58	\$ 129,832.58		\$ -
5/5/2009 2090671	Billing# 3 - Fees	\$ 110,819.22	\$ 110,819.22		\$ -
6/5/2009 2090668REV	Billing# 4 - Fees	\$ 277,276.68	\$ -		\$ 277,276.68
7/3/2009 2090670	Billing# 5 - Fees	\$ 363,880.22	\$ -		\$ 363,880.22

Billing 6 and 7 we never got copies of so could not bill our Fees

<u>\$ 12,084,491.27</u>	<u>\$ 9,178,980.04</u>	<u>\$ 2,905,511.23</u>
-------------------------	------------------------	------------------------

*** This is the amount that we have found that they did pay to the Sub-Contractors and have credited to our invoices.

Billing 3 was the last to be paid to us.

EnviroTech Services, LLC

Invoice

421 Rankin Circle North
Houston, TX 77073

Date	Invoice #
3/18/2009	20090626-ITSE

Bill To
ITRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
		BISD-Smith Middle School

Item	Description	Rate	Amount
	BILLING #1		
	JOB SITE:		
	Smith Middle School BISD Project Beaumont, TX		
	Reimb of Hard Costs as of 3.13.2009		
	Total - Billable Expenses = \$645,709.38		
Reimb Exp #5	701-02-0282110 - General Demolition	310,500.11	310,500.11
Reimb Exp #15	701-00-000000 - Labor Only - On - Site Management	24,191.41	24,191.41
Reimb Exp #5	701-02-0282110 - General Demolition - Electrical - DEMO 50%	107,000.00	107,000.00
Reimb Exp #29	701-22-220010 - Plumbing - Sub Contractor	6,565.00	6,565.00
Reimb Exp #13	701-01-017000 - Permits and Fee Costs - STOA Fees	167,142.86	167,142.86
Reimb Exp #26	701-23-230010 - HVAC - Sub Contractor	30,310.00	30,310.00
		<i>was paid only 600,000 - on invoice</i>	
		Total	\$645,709.38

EnviroTech Services, LLC

Invoice

421 Rankin Circle North
Houston, TX 77073

Date	Invoice #
4/6/2009	2090631 Rev 3

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boultte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060



P.O. No.	Terms	Project
		BISD-Smith Middle School

Item	Description	Rate	Amount
	BILLING #2 Revised 2 Correction - 5/12/2009 JOB SITE: Smith Middle School BISD Project Beaumont, TX Our Reimbursements thru 4/5/2009 Details in Corecon and Reimbursement Report send under separate cover		
Reimb Exp #15	701-00-000000 - Labor Only	14,115.97	14,115.97
Reimb Exp #5	701-02-0282110 - General Demolition	95,000.00	95,000.00
Reimb Exp #14	701-09-092216 - Framing and Rough Carpentry	94,964.21	94,964.21
Reimb Exp #20	701-07-074000 - Roofing and Rough Carpentry	41,608.58	41,608.58
Reimb Exp #13	701-01-017000 - Permits and Fee Costs	27,993.00	27,993.00
		Total	\$273,681.76

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
5/5/2009	2090685

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

PAID

P.O. No.	Terms	Project
		BISD-Smith Middle School

Item	Description	Date	Amount
	BILLING #3		
	JOB SITE:		
	Smith Middle School BID Project Beaumont, TX		
	Our Reimbursements thru 5/5/2009 Details in Corecon and Reimbursement Report		
Reimb Exp #15	701-00-000000 - Labor Only	177,489.71	177,489.71
Reimb Exp #11	701-11-110203 - Heavy Equipment	9,178.26	9,178.26
Reimb Exp #14	701-09-092216 - Framing and Rough Carpentry	70,849.36	70,849.36
Reimb Exp #13	701-01-017000 - Permits and Fee Costs - STOA Fees	47,710.43	47,710.43
Reimb Exp #20	701-07-074000 - Roofing - Sergio (Beam Replacement)	60,310.00	60,310.00
Reimb Exp #8	701-26-260010 - Electrical	707,000.00	707,000.00
		Total	\$1,072,537.76

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
6/5/2009	2090669rev2

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD-Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing Number - 4 Revised - 2nd revision with Sub Contractor - retainage taken off for this billing for Sub-Contractor Retainage for Sub's with no money owed in this billing will be credited in Billing 5 when they have a bill to credit Our Reimbursements thru 5/30/2009- Details in Corecon and Reimbursement Report		
Reimb Exp #15	701-00-000000 - Labor Only - On - Site Management	172,619.52	172,619.52
Reimb Exp #11	701-11-110203 - Heavy Equipment	14,535.16	14,535.16
Reimb Exp #14	701-09-092216 - Framing and Rough Carpentry	49,756.66	49,756.66
Reimb Exp #13	701-01-017000 - Permits and Fee Costs - STOA Fees	43,730.92	43,730.92
Reimb Exp #20	701-07-074000 - Roofing and Rough Carpentry	865,347.00	865,347.00
	Revised See		
retainage	10% Retainage on Billing	-86,535.00	-86,535.00
Reimb Exp #8	701-26-260010 - Electrical	726,300.00	726,300.00
retainage	10% Retainage on Billing #4	-72,630.00	-72,630.00
retainage	10% Retainage on Billing #3	-70,700.00	-70,700.00
retainage	10% Retainage on Billing #1	-10,700.00	-10,700.00
Reimb Exp #26	701-23-230010 - HVAC - Sub Contractor	1,119,700.00	1,119,700.00
retainage	10% Retainage on Billing #4	-111,970.00	-111,970.00
retainage	10% Retainage on Billing #1	-3,031.00	-3,031.00
Reimb Exp #27	Fire Suppression	433,242.50	433,242.50
retainage	10% Retainage on Billing	-43,324.25	-43,324.25
	Other Credits for past Billings - Have been moved to Billing to be taken off the billing they have in that billing		
		Total	\$3,026,341.51

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
7/3/2009	2090671 Rev

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

Item	Description	P.O. No.	Terms	Project
			Due on receipt	BISD-Smith Middle School
Item	Description	Rate	Amount	
	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing Number - 5 Revised (HVAC) Per HRE Our Reimbursements thru 6/16/2009 Details in Corecon and Reimbursement Report sent under separate cover			
Reimb Exp #7	Line Item# 7 Drywall	109,537.19	109,537.19	
Reimb Exp #7	Drywall - Sergio 21,120.00 10% Retainage	-2,112.00	-2,112.00	
Reimb Exp #7	Drywall - Sergio 19,200.00 10% Retainage	-1,920.00	-1,920.00	
Reimb Exp #7	Drywall - Sergio 19,712.00 10% Retainage	-1,971.20	-1,971.20	
Reimb Exp #26	701-23-230010 - HVAC - Sub Contractor	1,273,667.12	1,273,667.12	
Reimb Exp #26	701-23-230010 - HVAC - Sub Contractor - American Air 945,700.00 10% retainage	-83,514.00	-83,514.00	
Reimb Exp #8	701-26-260010 - Electrical	349,700.00	349,700.00	
Reimb Exp #8	701-26-260010 - Electrical - US General 10% retainage	-34,970.00	-34,970.00	
Reimb Exp #20	701-07-074000 - Roofing and Rough Carpentry	308,191.00	308,191.00	
Reimb Exp #20	Roofing - Hampshire 309,574.00 10% retainage	-30,957.40	-30,957.40	
Reimb Exp #20	Roof work - Sergio 7,700.00 10% retainage	-777.00	-777.00	
Reimb Exp #20	Roof work - Sergio 19,200.00 10% retainage	-1,920.00	-1,920.00	
Reimb Exp #17	Line# 17 Metal Structures	11,577.11	11,577.11	
Reimb Exp #17	Metal Structures - Sergio 5,780.00 10% retainage	-578.00	-578.00	
Reimb Exp #14	701-09-092216 - Framing and Rough Carpentry	3,068.90	3,068.90	
Reimb Exp #29	701-22-220010 - Plumbing - Sub Contractor	163,291.11	163,291.11	
Reimb Exp #29	Plumbing - Channelview 7,644.00 10% retainage	-464.40	-464.40	
Reimb Exp #29	Plumbing - Channelview 85,000.00 10% retainage	-8,500.00	-8,500.00	
Reimb Exp #29	Plumbing - Channelview 44,850.00 10% retainage	-4,485.00	-4,485.00	
Reimb Exp #24	Line# 24 Windows	28,323.50	28,323.50	
Reimb Exp #24	Windows - Sergio 8,323.50 10% retainage	-832.35	-832.35	
Reimb Exp #1	Line# 1 Accoustical	66,397.15	66,397.15	
			Total	

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
7/3/2009	2090671 Rev

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD-Smith Middle School

Item	Description	Rate	Amount
Reimb Exp #1	Accoustical Sergio 40,600.00 10% retainage	-4,060.00	-4,060.00
Reimb Exp #22	Line# 22 Specialty Items	20,500.00	20,500.00
Reimb Exp #13	701-01-017000 - Permits and Fee Costs	43,777.13	43,777.13
Reimb Exp #11	701-11-110203 - Heavy Equipment Fuel	8,829.41	8,829.41
Reimb Exp #6	Line Item# 6 Doors	35,777.11	35,777.11
Reimb Exp #28	Line Item# 28 Temp Controls	14,000.00	14,000.00
Reimb Exp #28	Temp Controls Automated Logics 14,000.00 10% retainage	-1,400.00	-1,400.00
Reimb Exp PhaseII	Phase II Line 1 - ADA Ramps	7,200.00	7,200.00
Reimb Exp PhaseII	ADA Ramps Sergio 7200.00 10% retainage	-720.00	-720.00
		Total	\$2,544,675.38

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
8/5/2009	090674

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD-Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing Number - 6, Revised Our Reimbursements thru 7/17/2009 Details in Corecon and Reimbursement Report sent under separate cover		
Reimb Exp #1	Line# 1 Accoustical	114,652.35	114,652.35
Reimb Exp #7	Line Item# 7 Drywall	61,729.20	61,729.20
Reimb Exp #8	701-26-260010 - Electrical	300,000.00	300,000.00
Reimb Exp #11	701-11-110203 - Heavy Equipment	11,676.00	11,676.00
Reimb Exp #13	701-01-017000 - Permits and Fee Costs	43,802.43	43,802.43
Reimb Exp #15	701-00-000000 - Labor Only - On - Site Management	10,485.73	10,485.73
Reimb Exp #19	Painting	18,119.55	18,119.55
Reimb Exp #20	701-07-074000 - Roofing and Rough Carpentry	440,478.00	440,478.00
Reimb Exp #24	Line# 24 Windows	61,231.76	61,231.76
Reimb Exp #26	701-23-230010 - HVAC - Sub Contractor	585,500.56	585,500.56
Reimb Exp #27	Fire Suppression	146,542.77	146,542.77
Reimb Exp #28	Line Item# 28 Temp Controls	144,900.00	144,900.00
Reimb Exp #29	701-22-220010 - Plumbing - Sub Contractor	34,657.19	34,657.19
		Total	\$1,973,775.54

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
9/21/2009	5102580

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston TX 77060

P.O. No.	Terms	Project
	Due on receipt	BSEI - Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BLSD Project Benmont Texas Billing Number 7 Our reimbursements thru 8/25/2009 Details in Corecon and Reimbursement Report sent under separate cover		
Reimb Exp #1	Line# 1 Accoustical	21,195.64	21,195.64
Reimb Exp #7	Line Item# 7 Drywall	18,913.71	18,913.71
Reimb Exp #8	701-06-260010 - Electrical	380,388.00	380,388.00
Reimb Exp #11	701-11-110203 - Heavy Equipment	2,844.53	2,844.53
Reimb Exp #15	701-00-000000 - Labor Only - On - Site Management	33,426.41	33,426.41
Reimb Exp #19	Painting	2,821.52	2,821.52
Reimb Exp #28	Line Item# 28 Temp Controls	103,860.00	103,860.00
Reimb Exp #27	Fire Suppression	109,147.40	109,147.40
		Total	\$672,597.21

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date:	Invoice #
3/18/2009	2090650

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BISD Project Beaumont Texas		
	Billing Number - 1 - Fees Fees ONLY see attached fee sheet 2,611,261.65 Billing		
	\$105650.47 General Conditions \$105650.47 Profit and Overhead		
Fee	4% of Invoice Total \$105,650.47 General Conditions	105,650.47	105,650.47
Fee	4% of Invoice Total \$105,650.47 Profit and Overhead	105,650.47	105,650.47
		Total	\$211,300.94

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
4/6/2009	20090651

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing - 2 - Fees Fees ONLY see attached fee sheet 1,622,907.31 Billing \$64916.29 General Conditions \$64916.29 Profit and Overhead		
Fee	4% of Invoice Total \$64,916.29 General Conditions	64,916.29	64,916.29
Fee	4% of Invoice Total \$64,916.29 Profit and Overhead	64,916.29	64,916.29
		Total	\$129,832.58

Enviro Tech Services, L.L.C

421 Randolph Circle North
Houston, TX 77073

Invoice

Date	Invoice #
5/5/2009	2000671

Bill To
HIRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD Smith Middle School

Item	Description	Rate	Amount
Fee	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing Number - 3 - Fees Fees ONLY see attached fee sheet 1,353,240.32 Billing \$55,409.61 Profit and Overhead 4% of Invoice Total \$55,409.61 General Conditions 4% of Invoice Total \$55,409.61 Profit and Overhead	 55,409.61 55,409.61	 55,409.61 55,409.61
		Total	\$10,819.22

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
6/5/2009	090663REV

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD-Smith Middle School

Item	Description	Date	Amount
Fee	JOB SITE: Smith Middle School BISD Project Beaumont Texas		
Fee	Billing Number - 4 - Fees Revised to credit funds from Invoice# 2090624REV		
	Fees ONLY see attached fee sheet		
	4% EVT Distribution:		
	\$138,638.34 General Conditions		
	\$138,638.34 Profit and Overhead		
	4% of Invoice Total \$138,638.34 General Conditions	138,638.34	138,638.34
	4% of Invoice Total \$138,638.34 Profit and Overhead	138,638.34	138,638.34
		Total	\$277,276.68

EnviroTech Services, LLC

421 Rankin Circle North
Houston, TX 77073

Invoice

Date	Invoice #
7/3/2009	2090670

Bill To
HRE-Healthy Resources Enterprise, Inc Mr. Eric Boutte 530 N Sam Houston Parkway East Suite 300 Houston, TX 77060

P.O. No.	Terms	Project
	Due on receipt	BISD-Smith Middle School

Item	Description	Rate	Amount
	JOB SITE: Smith Middle School BISD Project Beaumont Texas Billing Number - 5 - Fees Fees ONLY see attached fee sheet 4,548,502.68 Billing \$181,940.11 General Conditions \$181,940.11 Profit and Overhead		
Fee	4% of Invoice Total \$181,940.11 General Conditions	181,940.11	181,940.11
Fee	10% of Invoice Total \$181,940.11 Profit and Overhead	181,940.11	181,940.11
		Total	\$363,880.22

EXHIBIT 17

**JOHNSON, VAUGHN & HEISKELL
ATTORNEYS AT LAW**

MICHAEL P. HEISKELL

(NOT A PARTNERSHIP)

5601 BRIDGE STREET

SUITE 220

FORT WORTH, TEXAS 76112-2305

OFFICE: 817/457-2999

TOLL FREE: 877/457-2999

FACSIMILE: 817/496-1102

E-MAIL: firm@johnson-vaughn-heiskell.com

WEBSITE: lawyers.com/jv&hlaw

WILLIAM L. JOHNSON

(1927-1987)

ANTHONY W. VAUGHN

(1949-1992)

OF COUNSEL:

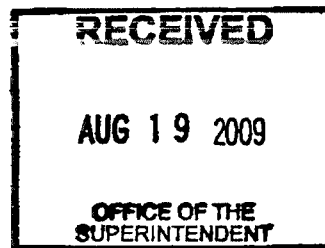
L. CLIFFORD DAVIS

August 13, 2009

**Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706**

**ATTN: Dr. Carol Thomas, Superintendent
Jane Kingsley, CFO**

**RE: Bisd- Phase 1;
Bond No. HRE-0226-PP1**



Dear Dr. Thomas and Ms. Kingsley:

As counsel for Infinity Surety, I write to make you aware that according to my sources, Healthy Resources Enterprises, Inc. ("HRE"), has failed to pay the subcontractors for the above referenced project. This, of course, places Infinity Surety in an untenable position.

Kindly investigate same and please take whatever measures necessary to insure timely payments to the subcontractors by HRE so that this project can be completed in a workman like and timely manner.

If you have any questions please call me or Leslie Chappetta at (985) 290-6123.

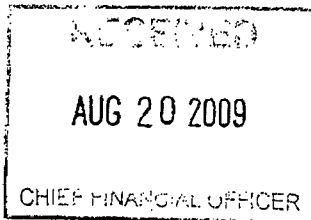
Sincerely,

JOHNSON, VAUGHN & HEISKELL

Michael P. Heiskell

MPH/cij

cc: Infinity Surety



JOHNSON, VAUGHN & HEISKELL

ATTORNEYS AT LAW

MICHAEL P. HEISKELL

(NOT A PARTNERSHIP)

5601 BRIDGE STREET

SUITE 220

FORT WORTH, TEXAS 76112-2305

OFFICE: 817/457-2999

TOLL FREE: 877/457-2999

FACSIMILE: 817/496-1102

E-MAIL: firm@johnson-vaughn-heiskell.com

WEBSITE: lawyers.com/jv&hiaw

WILLIAM L. JOHNSON

(1927-1987)

ANTHONY W. VAUGHN

(1949-1992)

August 18, 2009

VIA FAX: (409) 617-5184 AND

CM-RRR 7007 0710 0002 5871 5437

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

ATTN: Dr. Carol Thomas, Superintendent
Jane Kingsley, CFO

RE: **BISD- Phase 1; Bond No. HRE-0226-PP1; Healthy Resources Enterprises, Inc.'s
Failure to Make Payments to Subcontractors**

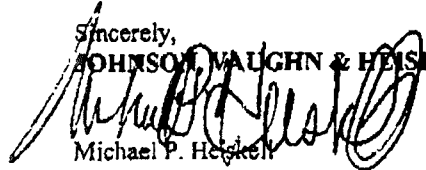
Dear Dr. Thomas and Ms. Kingsley:

Infinity Surety Agency, L.L.P. ("Infinity") issued the payment and performance bonds that Hcalthy Resources Enterprises, Inc. ("HRE") submitted as required under the BISD Smith School—Phase 1 Project ("Project") general contract. Unfortunately, Infinity has received written payment bond claims from several subcontractors who allege to have agreements with HRE on this Project and are owed past due sums by HRE.

In order to ensure that Infinity's rights as the performance and payment bond surety are not impaired or otherwise prejudiced it is kindly demanded that all further payments to HRE be made by joint check to HRE and Infinity.

Infinity's activities are undertaken with a full reservation of Infinity's rights and defenses under the terms of its bonds, the contract and the law. This reservation of rights shall remain in full force and effect unless expressly revoked by Infinity in writing.

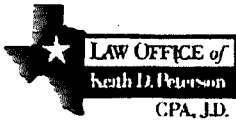
Sincerely,
JOHNSON, VAUGHN & HEISKELL



Michael P. Heiskell
MPH/cij

cc: Infinity Surety

EXHIBIT 18



12345 Jones Rd Ste 190
Houston, Texas 77070

Keith D. Peterson, CPA, J.D.
keith@kdplaw.com

www.kdplaw.com

281.970.7001
281.970.7006 (facsimile)

Sandra K. Peterson, Legal Assistant
Christa N. McGregor, Legal Assistant

August 14, 2009

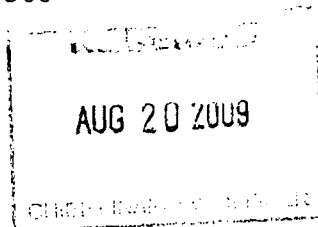
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

Via Certified Mail
Return Receipt Requested
and Regular Mail

Healthy Resources Enterprise, Inc. dba HRE
550 N Sam Houston Pkwy East Ste 300
Houston, TX 77070

Via Certified Mail
Return Receipt Requested
and Regular Mail

Infinity Surety
1205 N Saginaw Blvd No D217
Saginaw TX 76179



Via Certified Mail
Return Receipt Requested
and Regular Mail

Envirotech Services, LLC
421 Rankin Circle North
Houston, TX 77073

Via Certified Mail
Return Receipt Requested
and Regular Mail

Re: Notice of Claim for Smith Middle School, 4415 Concord Rd, Beaumont TX 77703 (the Property), in connection with that Certain Project Commonly Known as the Smith Middle School Project (the Project)

Dear Madam or Sir:

I am legal counsel to US General Contractors, LLC relating to the Project. My client has entered into a contract with Envirotech Services, LLC to furnish labor and/or material to the Property, and my client has in fact furnished the labor and/or material to the Property. Please be advised that my client has not been paid for its claim as set forth in the affidavit, and that it is submitting this notice in conformity with the Texas Government Code for payment under the bond on the project.

My client provided material and/or labor for the remodeling of office space, which has been used on the Project and the amount of the claim is \$883,330.00. An additional amount of \$300,000.00 has been performed on the project, but has not been billed. Enclosed is a sworn statement and related documents. This claim includes retainage in the amount of \$239,000.00, of which \$0.00 has become due under the terms of the public works agreement between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and claimant. My client makes demand for payment in the amount of the enclosed Notice of Claim. Please forward payment to my client at the address set forth in the affidavit.

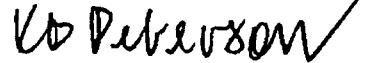
TGC 2253 Notice and Claim
Page 2
August 14, 2009

This notice is provided to comply with the requirements of the Texas Government Code, and is in no way intended to reflect on the credit of any of any person, corporation, or other entity.

Please provide me with a copy of any and all payment and/or performance bonds concerning this project as required by § 2253.006 (a) *et seq* of the Texas Government Code.

You may, of course, contact me if you have any comments or questions.

Very truly yours,



Keith D. Peterson

kdp

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Enclosures

NOTICE OF CLAIM UNDER TEXAS GOVERNMENT CODE

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Diane Stevenson Holt, the person known to me to be the person whose name is subscribed to the foregoing affidavit, and who, upon oath, deposed and stated as follows:

1. "My name is Diane Stevenson Holt. I am the Vice President of US General Contractors, LLC (Claimant). As such, I am authorized to make this Affidavit on its behalf. I am more than twenty-one (21) years of age, of sound mind, and have personal knowledge of the facts and the circumstances set forth in this Affidavit, and they are all true and correct.

2. "I am one of the custodians of the records of Claimant. It keeps payment records on the debts owed by its borrowers in the regular course of business, and it was the regular course of business of Claimant for an employee or representative of Claimant, with knowledge of the act, event, condition, opinion or diagnosis recorded to make the record or to transmit information thereof to be included in such record, and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. Unless otherwise noted, all of the testimony recited in this Affidavit is derived from the business records of Claimant.

3. "Claimant contracted with EnviroTech Services, LLC for Claimant to perform labor and materials furnished to property commonly known as 4415 Concord Rd, Beaumont, TX 77703, on a project commonly known as Smith Middle School (the Project). Claimant performed the labor and delivered the material to Envirotech Services, LLC, which performed the labor and/or delivered the material to Healthy Resources Enterprise, Inc. dba Healthy Resources Enterprise, Inc. dba HRE, which provided the material and/or labor to Beaumont Independent School District. Claimant provided the labor or delivered the material on the following dates approximated as:

Date	Description	Place of Performance or Destination of Delivery
May 2009	Application 003-Hurricane Ike Recovery	Smith Middle School 4415 Concord Rd Beaumont TX 77703
June 2009	Application 004-Hurricane Ike Recovery	Smith Middle School 4415 Concord Rd Beaumont TX 77703
July 2009	Application 005-Hurricane Ike Recovery	Smith Middle School 4415 Concord Rd Beaumont TX 77703

4. "The labor and materials furnished under the agreement are generally described as: material and/or labor for electrical work.

5. "The amount of the original agreement between Claimant and US General Contractors was \$2,690,000.00. The amount that has been paid under the Contract is \$1,414,000.00. The amount of Claimant's claim is \$883,330.00 (the Claim). The amount claimed is due; it is just and correct; and all just and lawful offsets, payments, and credits known to the affiant have been allowed. The amount of the retainage included in the Claim is \$239,000.00. of which \$0.00 has become due under the terms of the public work agreement between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and claimant, and \$239,000.00 has not become due under the terms of the public work agreement between the payment bond beneficiary and the prime contractor or between the payment bond beneficiary and claimant.

6. "The Claim is based upon a written contract. A copy of the written agreement between Claimant and US General Contractors is attached as Exhibit A. The work under the agreement is approximately 98% complete and the value of completion under the agreement is approximately \$2.7 million. Documents that reasonably identify the Claim are attached as Exhibit B. A statement of account is attached as Exhibit C.

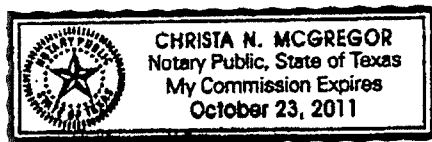
7. "Claimant asserts a right to any and all bonds that may apply to the Property for the labor and material provided by Claimant.

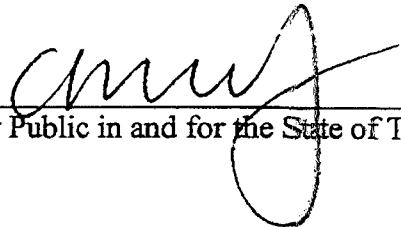
8. "Claimant's physical address is 421 Rankin Circle N, Houston, TX 77073, and Claimant's mailing address is 421 Rankin Circle N, Houston, TX 77073.

Further, Affiant sayeth not.


Diane Stevenson Holt

SUBSCRIBED and SWORN TO before me on the 14 day of August, 2009, by Diane Stevenson Holt, as Vice President of US General Contractors, LLC, on behalf of said limited liability company.




Notary Public in and for the State of Texas

EnviroTech Services, LLC

1-800-286-3695

Texas Admin/Accounting Office:
4002 Caroline St
Houston, Texas 77004
Tel.: (713) 874-8650
Fax: (832) 251-0783

"Tiger of the Industry"

EnviroTech Services, LLC. MASTER AGREEMENT SUBCONTRACT AGREEMENT

(Master Agreement Number Date: 09-21-08)

REPRESENTATIONS, CERTIFICATIONS, TERMS, CONDITIONS. AND SIGNATURES

Type of Work: (State Primary Specialties/CSI Codes) ELECTRICAL 16000

SUBCONTRACTOR'S PERFORMANCE & PAYMENT BOND NO OR ALTERNATIVE SUBCONTRACTOR PERFORMANCE INSURANCE NO

For the consideration hereinafter named, the receipt and sufficiency of which is hereby acknowledged, the Contractor and Subcontractor hereby covenant and agree that Subcontractor shall perform the Work hereinafter described, all in accordance with this Agreement, the Contract Documents, and all exhibits and addenda hereto.

THIS MASTER AGREEMENT, by and between EnviroTech Services, LLC., "GENERAL CONTRACTOR"

Name of Subcontractor; Legal Name and DBA US GENERAL CONTRACTORS

referred to herein as "SUBCONTRACTOR"

whose address is, 4002 CAROLINE STREET HOUSTON TX 77004

whose Tax I.D. No./Social Security No. is, whose Dunn and Bradstreet number is, 20-5133869

whose Phone / Fax Number is, 713-874-8650/832-251-0783

whose Company is owned by: Individual, Partnership, Incorporated in the State of, LA

whose Officer(s) or Owner(s) is/are ROGER BANKS

who is qualified and/or certified (list certification numbers and certificate expiration dates) as a Minority Owned Business ; Large Business

Historically Underutilized Business (Texas TBPC HUB) # exp: ; certified HUB Zone Business ;

certified SCTRCA # exp: certified NCTRCA # exp: ; Small Business (SBE) ;

Woman Owned Business ; Disadvantaged Business Enterprise (DBE) : Veterans Business Enterprise (VBE) ; or

Any Other Certifications:

who is able to bond large contracts (over \$50,000.00) Yes No

whose Authorized Project Manager for this Project is Todd Sharp, Project Manager

whose Phone Number. 713-874-8650

whose Mobile number is 281-995-1900

whose Email and other contact information is roger@envirotechservices.net

is entered into as of 01/16/2009 (effective date).

EXHIBIT
A

1. DEFINITIONS:

In this Master Subcontract Agreement, the following terms shall have the following meanings:

- 1.1 "Master Subcontract Agreement" hereinafter referred to as "Master Agreement" "Subcontract" or "Agreement" means this Agreement, the terms and conditions of the Agreement, and all other parts, attachments, exhibits, and schedules which together comprise the Master Agreement documents.
- 1.2 "EnviroTech Services, LLC." hereinafter referred to as "EnviroTech Services, LLC.", "General Contractor" or "Contractor" unless stated otherwise means EnviroTech Services, LLC. acting on its own behalf.
- 1.3 "Subcontractor" means the person, entity or company that enters into this Master Agreement.
- 1.4 The "Prime Contract," "General Contract," or "Contract" shall mean that agreement between the Owner and the Contractor.
- 1.5 The "Owner" shall mean the client that EnviroTech Services, LLC. (Contractor) has a contract with to perform the construction or services that will be identified in the Special Condition and made a part of this agreement.
- 1.6 The term "Work" or "Sublet Work" hereinafter referred to as "Work" or "Sublet Work" means all work to be performed by the Subcontractor under this Master Agreement, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Subcontractor to fulfill the Subcontractor's obligations. The work may constitute the whole or a part of the subcontracted effort.

- 1.7 "Work Release" or "Subcontract" means a ENVIROTECH SERVICES, LLC . generated document which formalizes the agreement relative to specific work and which shall be the only authorization for work under this Master Agreement.
- 1.8 The "Project" shall mean the location and or project work site specified in the Work Release. The Project is the total construction, in whole or part, which may include construction by Contractor, Owner or by separate subcontractors.
- 1.9 The "Drawings" are the graphic and pictorial portions of the Master Agreement Work Release Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.10 The "Specifications" or "Scope of Work" are that portion of the Master Agreement Work Release Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

2. MASTER AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral, covers and includes all work and services performed and to be performed by Subcontractor under and in accordance with a written Work Release given by ENVIROTECH SERVICES, LLC . to Subcontractor from time to time during the term of this Agreement; provided, however, that this Agreement does not obligate ENVIROTECH SERVICES, LLC . to order or authorize such work or services, nor does it obligate Subcontractor to accept the same, it being the intent that this Agreement, together with any applicable Work Release, shall control and govern all work and services ordered or authorized by ENVIROTECH SERVICES, LLC . and accepted by Subcontractor and shall, during the term thereof, define the rights and obligations of ENVIROTECH SERVICES, LLC . and Subcontractor with respect therein. By execution of this Master Agreement, Subcontractor agrees to be bound to the Contractor by the terms of the Prime Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Prime Contract, assumes toward the Owner. This Agreement does not change or prejudice the rights of the Owner and Contractor as outlined in the Prime Contract with respect to the Work to be performed by the Subcontractor. The Subcontractor shall enter into similar agreements as this with its sub-subcontractors. Each Party to this Agreement acknowledges that it is familiar with the terms of the Prime Contract and agrees that the Prime Contract (including the contract documents incorporated herein) is incorporated herein in its entirety for all purposes as if copied at length and attached hereto. In the event of a discrepancy between the Prime Contract and this Agreement, the more stringent requirement shall apply. Copies of the Prime Contract conditions and terms are available for each Subcontractor. This Agreement and applicable work releases, if any, shall not be construed to create a contractual relationship of any kind (1) between the Owner and Subcontractor or Sub-subcontractor, (2) between the Owner and General Contractor or (3) between any persons or entities other than the General Contractor and Subcontractor. The General Contractor shall, however, be entitled to performance and enforcement of the obligations under the Prime Contract intended to facilitate performance of the Subcontractor duties under the Prime Contract.

The Master Agreement documents constituting this Master Agreement are as follows:

- 2.1 This Master Agreement (9 pages),
- 2.2 Appendix <Exhibit A>
- 2.3 Insurance Requirements (2 pages) <Exhibit B>

3. SITE LOCATIONS:

Subcontractor shall be advised of the exact location of the Work at the time specific Work is authorized hereunder.

4. PROGRESS PAYMENTS:

- A. In accordance with the terms of an issued Work Release and this Master Subcontract Agreement, ENVIROTECH SERVICES, LLC . promises to pay Subcontractor for full, accurate and timely performance of all Work, in accordance herewith and as specified on the Work Release. Prior to submission of Subcontractor's first Monthly Payment Request, Contractor may require Subcontractor to submit, for Contractor's approval, a payment request breakdown form listing the major amounts of the Work Release and the dollar value of each. This form, if required, shall be completed by Subcontractor each month to show the proportionate amount of each element completed to date and submitted to Contractor attached to the Payment Request Form (Exhibit B).
- B. Unless otherwise provided in the Work Release, Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Subcontractor shall submit its monthly payment request on or before the 20th day of the month. Monthly Payment Requests shall include an invoice in the form provided herein as Exhibit B on the Subcontractor's letterhead, Partial Release of Lien Waiver, and Affidavit and Bill of Sale for Stored materials, if required. Invoices received after this date will be considered as the next succeeding month's business. The Subcontractor will provide a breakdown of Labor and Materials. The Subcontractor will provide lien waivers (releases) from any and all subcontractors and suppliers to show evidence that all accounts pertaining to the Project have been paid in full. If such lien waivers (releases) are not provided, Subcontractor will accept joint checks payable to the subcontractor and any sub-subcontractors and/or suppliers who have performed work or provided materials for the Project in return for lien releases. All invoices submitted by the subcontractor shall be divided to show material and labor charges for the period invoiced.
- C. Contractor shall retain not less than 10% of the gross amount of each Monthly Payment Request or 10% of so much thereof as is approved for payment, whichever is less; such sum shall be accumulated and not be released to Subcontractor until thirty (30) days after completion of the Project.
- D. Provided there has been no breach or default under this Master Subcontract Agreement, Contractor shall make payment on the latter of the following dates:
 - i. On or before the 20th day of the following month;
 - ii. Within five days of receipt of like payment from Owner;
 - iii. Within five days of Subcontractor curing any breach of contract, including but not limited to having been notified of failure to perform pursuant to Article 17, notification of intent to file liens or other claims and or the filing of such liens or other claims by subcontractors and suppliers of Subcontractor, failure to provide required insurance and bonds, and failure to invoice in accordance with the terms of this Agreement. Partial Lien Waivers from each Subcontractor's subcontractors and suppliers shall constitute satisfactory evidence that all accounts have been paid in full.

Notwithstanding the foregoing, Subcontractor agrees that Contractor shall never be obligated to pay Subcontractor under any circumstances, unless and until funds are received by Contractor in full, less any applicable retainage, covering the work and materials for which Subcontractor has submitted a payment request. Owner's payment to Contractor shall be a condition precedent to Contractor's obligation to pay the Subcontractor and Subcontractor's right to receive payment. This paragraph shall not be construed as a time of payment clause. Subcontractor hereby acknowledges that it is assuming the risk of non-payment by the Owner. This condition precedent also applies to Contractor's obligation to pay change orders, retainage or final payment, if any, and Contractor's exercise of a right of offset shall not be a breach of any payment provision hereof, and shall not be construed as being a violation of the Texas Trust Fund Statutes. Contractor shall

never be obligated to pay retainage to Subcontractor until Contractor has received all of Contractor's retainage in full. This paragraph supercedes all other provisions of this Agreement, and any conflicting language shall be modified or deemed to be consistent herewith.

- E. Monthly progress payments to Subcontractor shall in no way imply approval of Subcontractor's Work.
- F. The Subcontractor may be paid for materials stored on the jobsite, in a bonded warehouse, or at the Subcontractor's facilities, provided such payments are in accordance with the terms of the Prime Contract. In such cases insurance shall be provided with Contractor and Owner's names on the policy. Subcontractor shall furnish detailed inventory, including invoices, for all stored materials which Subcontractor has requested payment. Payment for stored materials shall not include any profit or overhead.
- G. Subcontractor acknowledges and agrees that its failure to make timely payments to its subcontractors, laborers, material, men and suppliers shall constitute a material breach of this Agreement. Subcontractor further acknowledges that the receipt of claims or liens by General Contractor or General Contractor's surety, or Owner from Suppliers and Sub-subcontractors causes unspecified administrative costs and reputation damages to General Contractor. Subcontractor agrees that it will take every measure necessary to eliminate Supplier and subcontractor claims, and as a liquidated damage, agrees to have its Subcontract or Work Release price reduced by \$100 for each claim or lien received by General Contractor, Owner, or General Contractor's Surety relating to Subcontractor's accounts.

5. FINAL PAYMENT:

Contractor shall make Final Payment to Subcontractor after the Work is complete and accepted by Owner and Architect, or such others whose approval is required under the Prime Contract, providing like payment shall have been made by Owner to Contractor, and further providing that Subcontractor shall have furnished Contractor with a Final Lien Waiver and satisfactory evidence that all labor and material accounts incurred by Subcontractor in connection with the Sublet Work have been paid in full. Final Lien Waivers and/or Supplier's Final Release Forms acceptable to Contractor from each of Subcontractor's Subcontractors and Suppliers shall constitute satisfactory evidence that all accounts have been paid in full. In addition to Subcontractor, each Owner and Officer of Subcontractor is jointly and severally responsible for the full payment of any Supplier or Subcontractor bills, liens, or claims arising from this agreement under the account of Subcontractor. See Articles 7, 11, and 21 of this Agreement for requirements relating to request for Final Payment. The meaning of the provisions of the Prime Contract, as it may be determined by any final judgment or good faith settlement of litigation between Owner and Contractor, will control with respect to measurement, quantities and payment, including payment for extras, changes, and variations in Plans and site conditions.

6. PERFORMANCE:

- A. The Subcontractor shall supervise and direct the Work, using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Master Agreement Work Release unless the documents give other specific instructions concerning these matters. The Subcontractor shall perform all Sublet Work covered by this Agreement in complete accordance with all applicable standards and recommended practices and in accordance with all tolerances set forth in those standards and specifications. Subcontractor further agrees to perform the Sublet Work in a safe, careful and workmanlike manner in accordance with the best construction practices and with this Agreement, and in strict accordance with the Prime Contract, and to assume and discharge all responsibilities which Contractor has assumed under the Prime Contract with respect to the Sublet Work, except as otherwise provided herein. Subcontractor agrees to procure materials and supplies in advance and to provide sufficient men, equipment and supervision to ensure that the Sublet Work will be prosecuted diligently and coordinated with other work at the site and completed within the time allotted and in accordance with the requirements of the Prime Contract. Subcontractor has satisfied itself, by its own investigation and research, regarding all the conditions affecting the Work to be done and materials to be furnished, and as to the meaning and intention of the Prime Contract. Prior to Subcontractor's use or installation of materials or equipment furnished by Contractor or Owner, Subcontractor shall conduct such inspections and/or tests as it may require to satisfy itself as to the quality and adequacy of the said material or equipment.
- B. The Subcontractor shall be responsible for unloading and hoisting all its materials, supplies, tools, and equipment in order to ensure timely completion of the Sublet Work, and in such manner as to not impede the Work or progress of any other contractor. Subcontractor shall execute a written agreement prior to use of Contractor's equipment with or without equipment operator.
- C. Subcontractor shall be responsible for maintaining, protecting and/or operating Sublet Work during emergency conditions, abnormal weather conditions and routine start-up operations.
- D. Subcontractor agrees to provide adequate manpower to coordinate and perform its Sublet work in accordance with that being done by other trades on the job and without additional cost to Contractor for variance in hours worked per day or per week. Contractor reserves the right to approve or disapprove Subcontractor's personnel during the course of the Sublet Work, and may require the replacement of any person deemed unsatisfactory.
- E. Subcontractor shall complete and submit to Contractor, on a daily basis, Subcontractor Daily Report, which will be furnished to Subcontractor by Contractor.
- F. Contractor is dedicated to quality construction and Subcontractor agrees to perform the Sublet Work in a manner consistent with quality standards as set out in the Contract Documents. If Contractor issues Supplemental Quality Assurance/Quality Control Standards, Subcontractor shall perform the Sublet Work in compliance with such standards, but will not be required to modify work already completed in accordance with the modified standards.
- G. Subcontractor will maintain a neat working area and will not permit trash and debris to accumulate unreasonably, and will remove all trash and debris caused by its operations.
- H. Subcontractor further agrees to comply with work rules imposed by Contractor or by Owner under the Prime Contract, including but not limited to drug screening of workers and specialized safety training. Subcontractor agrees to actively support the Contractor's Safety Program by employing good safety practices, conducting weekly safety meetings, and further agrees to take corrective action immediately upon receipt of a Safety Citation from the Contractor. Subcontractor shall be responsible for the safety of its employees and of its work area, including ingress and egress to and from the work area. Questions regarding the application of work rules and safety standards will be directed to Contractor.

7. SUBMITTALS AND APPROVALS:

- A. Subcontractor shall carefully examine Specification requirements for approval material to be submitted such as shop drawings, data, schedules, samples, and other Documents as may be required. Then Subcontractor shall submit such material at its own expense and in such form as required by the Prime Contract in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. If "in place" or "as-built" drawings are specified to be prepared, these shall be prepared and submitted to Contractor before Final Payment is requested.
- B. Subcontractor shall submit, as a minimum, one (1) set and eight (8) prints of all shop drawings for approval and one (1) set and five (5) prints of approved shop drawings for field use.

- C. Subcontractor shall submit a list of Suppliers and Sub-subcontractors, if any, which it intends to use for the completion of its work under this Contract within ten (10) days from the date Work Release for any particular sublet work is signed. Submitted Suppliers and/or Subcontractors shall be creditworthy and fully capable of timely performance. If in the sole judgment of Contractor, that one or more of the submitted Suppliers and/or Subcontractors is unacceptable, Contractor shall notify Subcontractor of its decision, and Subcontractor shall procure replacement Suppliers and/or Subcontractors for Contractor's approval within ten (10) days from the date of Contractor's notice. Such approval shall not be unreasonably withheld.

8. COMMENCEMENT AND COMPLETION OF THE WORK:

- A. Time is of the essence of this Agreement. Subcontractor agrees to supply materials, labor and equipment as necessary to commence this Sublet Work when directed by Contractor. Subcontractor shall diligently pursue the completion of its Sublet Work, and coordinate its Sublet Work with that being done on the Project by Contractor and other trades so that its Sublet Work or the work of others shall not be delayed or impaired by any act or omission of an act by Subcontractor. Contractor shall have the right to decide the time or order in which the various portions of the Work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Subcontractor on the premises.
- B. Contractor may prepare a coordinated Progress Schedule in connection with each Work Release or series of Work Releases; and if it does so, Subcontractor is required to perform its work in accordance with such Schedule as it may be reasonably modified by Contractor as work progresses. Should Subcontractor, in the sole and exclusive opinion of Contractor, fail to maintain the progress of the Work, Contractor may direct Subcontractor to take such steps as Contractor deems necessary to improve the rate of progress of the Work, including requiring the Subcontractor to increase the number of shifts and/or overtime operations, days of work, or other remedies, and to submit for approval a schedule demonstrating the manner in which the required rate of progress will be regained, without additional cost to Contractor. Contractor may require Subcontractor to prosecute in preference to other parts of the Work, such part or parts of the Work as Contractor may specify. In the event Subcontractor is unable to maintain progress in accordance with the Schedule by reason of events for which extensions of time are permitted in the Prime Contract, Subcontractor's time for completion shall be extended for such amount of time as Contractor and Subcontractor agree to, provided, that a time extension in at least the same amount of time is given by Owner to Contractor, and further provided, that notification of delay is given as provided herein. This time extension shall be the sole remedy for such delays. Subcontractor shall not be entitled to recover damages from Contractor or Contractor's surety for any delays, which do not result from Contractor's performance of the Work, or for which Contractor is not fully compensated by Owner.
- C. Subcontractor shall provide all schedule data and shall provide all periodic schedule update data required by Prime Contract or by Contractor. Said schedule data shall be consistent with the Progress Schedule or as attached to the Work Release, or as may be applicable.

9. CHANGES IN THE WORK:

Subject to the terms of the Prime Contract, Contractor shall have the right and power to request a change in the Sublet Work. Should Contractor, at any time during the progress of the Work, request any changes in the Scope of the Sublet Work in this Agreement, Subcontractor shall within a reasonable time thereafter submit an itemized estimate reflecting any cost changes required to make the changes. Such itemized estimate shall be furnished in sufficient detail that Contractor can distinguish the direct labor man-hours and labor costs, direct material, direct equipment, applicable labor markups for employee labor burdens and benefits, and allocation of home office overhead and a reasonable profit. All elements of potential cost are subject to negotiation, however, in the event agreement cannot be reached on estimated costs, Subcontractor reimbursement will be limited to actual direct costs plus 10% markup. It is distinctly understood and agreed, regardless from whom orders may be taken for changes in the Scope of the Work, that no such changes are to be made except by a written Subcontract or Work Release Change Order issued by an authorized signatory of Contractor and then only when such order sets forth the amount of any addition or deduction and is signed by both parties thereto. In addition to any General Contractor Officer of the Corporation, authorized signatories shall be stated on the assigned Work Release. If Subcontractor initiates a substitution, deviation or change which affects the Scope of Work or the Sublet Work or causes expense to Contractor, Subcontractor shall be liable for the expenses thereof. Notwithstanding anything herein to the contrary, Contractor may, pursuant to the requirements of the Prime Contract, order Subcontractor to proceed with changes for which final price and/or time have not been determined.

Subcontractor shall proceed with the Work in accordance with the directives of Contractor. In the absence of an agreement between Contractor and Subcontractor on the proper change to the amount or the time for performance of any Work Release because of a change in the Work, Subcontractor may treat the matter as a claim.

In such event, the Subcontractor shall be entitled to recover only the amount by which its direct costs have been reasonably increased over the direct cost of performing the Work without the change in the Work, plus ten percent (10%) (5% on Sub-Subcontractor's work) of direct cost to cover supervision, field office and home office overhead, profit and all other costs. Direct costs shall be limited to lesser of actual or reasonable costs of the following:

- A. Cost of Labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and Worker's Compensation insurance;
- B. Materials, supplies and equipment including cost of transportation, whether incorporated or consumed;
- C. Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Subcontractor or others at rates that are no greater than market rates in the locale of the Work at the time of the Work. The rental value of the Subcontractor's own equipment shall not be more than local rental rates, which rates shall be further adjusted to reflect cost exclusive of overhead and profit;
- D. Premiums for all bonds and Insurance (Subcontractor only) permit fees and sales, use or similar taxes related to the Work;
- E. Cost of Subcontractor's subcontractors for performing the Work for which claim is being made by Subcontractor. The amount allowable for Subcontractor's subcontractors shall be calculated using the same standards set out herein for direct Work by the Subcontractor; and
- F. Subcontractor and each subcontractor to Subcontractor involved shall furnish evidence of costs such as copies of original invoices for materials, payroll vouchers for labor, etc., upon request by the Contractor. Any increase in the time for performance shall be limited to the amount of time by which activities critical to overall completion of the Project are delayed by the change in the Work. If it is reasonably possible to perform the change in the Work concurrently with Work that is critical to overall completion, no time extension shall be granted by reason of a change in the Work.

10. DEFECTIVE WORK AND CLAIMS:

Payments otherwise due may be withheld by Contractor on account of defective work not remedied, claims filed, evidence indicating probability of filing of claims, failure of Subcontractor to make payments properly to its Sub-subcontractors or to make payments for material or labor, or a reasonable doubt that the Sublet Work can be completed for the balance then unpaid. If the said causes are not removed within forty-eight (48) hours after Subcontractor's receipt of written notice, Contractor may rectify the same at Subcontractor's expense. Contractor may offset against any sums due Subcontractor hereunder the amount of any liquidated or un-liquidated obligations of Subcontractor to Contractor, whether or not arising out of this Agreement. Subcontractor agrees to be bound by all the provisions of the Prime Contract, including but not limited to provisions relating to quantities, measurement and payment, change orders, extra work, variations in Plans and/or site conditions, time extensions and claims. Contractor agrees that it will present to Owner any reasonable claim for payment, time extension or any other reasonable item which Subcontractor, in good faith chooses to submit, provided that Subcontractor agrees to prepare all notices in a proper manner sufficiently in advance of the time

for notice to permit Contractor to submit the notice, and Subcontractor agrees to prepare the documentation, comply with all other requirements of the Prime Contract, and do all things necessary to enable Contractor to present Subcontractor's claim. Contractor agrees to cooperate with Subcontractor in presenting Subcontractor's claims, and Subcontractor agrees to cooperate with Contractor and all other subcontractors of Contractor in presenting all claims, to the extent that such cooperation is reasonable. Subcontractor may not recover more from Contractor than the amount Contractor recovers from Owner in its recovery on claims, all extra work and change orders must be authorized in writing and signed by Contractor. Subcontractor will furnish Contractor time sheets, invoices and other substantiating data necessary to satisfy the requirements of Contractor and the Owner. If any part of the Sublet work depends upon the work of the Contractor or of any other subcontractor, Subcontractor shall inspect such other work and promptly report to Contractor any defects or inadequate performance which adversely affects Subcontractor's work. If there appear to be any variations or discrepancies of dimensions, quantities, or other matters set forth in the Plans, Specifications and other portions of the Prime Contract, Subcontractor will promptly bring the matter to the attention of Contractor in writing. Subcontractor agrees to be bound by the terms of the Prime Contract with respect to such variations. All claims which Subcontractor has or wishes to assert against Contractor must be presented in writing to Contractor not later than ten (10) calendar days after Subcontractor is aware or should be aware that a claim will or does exist, or such longer time as may be provided by law, even though the exact nature of the claim and the amount of the claim may not be determinable at that time. The nature of the claim and the amount of the claim must be presented to Contractor in writing as soon thereafter as Subcontractor has or should have such information and Subcontractor hereby waives all claims not presented as provided herein.

11. INDEMNIFICATION, INSURANCE AND BONDS:

- A. to the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Owner, Contractor and corporations which directly or indirectly through one or more intermediaries control, or are controlled by, or are under common control with Contractor, and the directors, officers, agents, and employees of Owner, Contractor and of such corporation along with any other entity for whom indemnification by Contractor is required under the Prime Contract, against all liability and claims for death of or injury to any person, including but not limited to employees of Subcontractor or of any indemnitee, or property damage, including the loss of use of property, including expenses and attorneys fees related thereto, arising or alleged to arise out of or in any way to this Agreement or Subcontractor's performance of the Sublet Work or other activities of Subcontractor and its agents and employees on and around the premises on which the Work is to be performed, even if such claim or liability is caused in whole or in part by the negligence of any indemnitee, it being the express intent of the parties that the Subcontractor indemnify the Contractor even from the Owner's and Contractor's own negligence. Subcontractor also agrees to indemnify the Owner and Contractor and hold it harmless from all expenses, including attorney's fees caused by or related to any breach by Subcontractor of the covenants contained in this Agreement. Subcontractor shall be responsible for damage to or loss of the Sublet Work, whether completed or under construction, until responsibility for the Work has been accepted by the Owner, and Subcontractor agrees to indemnify Owner and Contractor against all expenses and costs caused by any such damage or loss from any cause, even if such damage or loss is caused in whole or in part by the negligence of any indemnitee. Subcontractor will also take precautions to protect other portions of the Work. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under the above paragraph, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- B. Subcontractor agrees that neither it nor its Subcontractors, Suppliers, Mechanics or anyone claiming under them, shall have any lien upon the Sublet Work, the Work, or the premises on which the Work is performed; and Subcontractor hereby waives on behalf of itself and its Subcontractors, suppliers and mechanics and those claiming under them, all right to any such lien. Subcontractor agrees to indemnify Contractor and Owner against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorney's fees related to such claims, which may be asserted by Mechanics, Material-men, Suppliers, Subcontractors of Subcontractor or anyone claiming under any one of them. Subcontractor also agrees that if liens are placed on the Work or the premises on which the Work is performed, it will immediately obtain such bond, which is necessary to remove such lien. If bond claims and/or lien claims are filed by any Subsubcontractors, Material-men, Suppliers or Mechanics of Subcontractor, Contractor may suspend payments to Subcontractor and either hold money due to Subcontractor or make payments to the claimants and charge the payments against Subcontractor, without prejudice to the Payment (if required). It is the intent of the Parties that the Payment Bond is for the benefit of Contractor and Owner and not for the benefit of third parties except to the extent necessary to protect Contractor and Owner.
- C. Subcontractor's obligation to indemnify Contractor against any attorneys' fees or other costs or expenses incurred by Contractor in connection with the defense of any claims or causes of action shall be construed as a separate item of indemnification that shall be an absolute obligation of Subcontractor even if such claims or causes of action are invalid or groundless, or arise from the negligence of Contractor.
- D. In addition to any other insurance which Subcontractor may be required or choose to carry, Subcontractor at its sole expense shall maintain in effect, from the date that work commences under this Agreement through the Warranty Period, the insurance coverage which is scheduled on the attached Insurance Requirements (Exhibit B.1). Certificate(s) of Insurance stating the limits and coverage's required by Contractor shall be executed by Subcontractor's insurance carrier(s) and, when properly executed, shall become Exhibit B.2 to this Agreement. Until said Certificate(s) of Insurance is properly executed by insurance carrier(s) acceptable to Contractor, the Subcontractor may not enter the jobsite premises to perform any portion of this Sublet Work. By execution of this Agreement, Subcontractor acknowledges that failure to meet all insurance requirements, or cancellation either by the insured of the insurer of any portion of the insurance required to be carried by Subcontractor by this Agreement, or the lapse or suspension of the required insurance for any reason shall be considered a material breach of this Agreement by Subcontractor and Contractor shall be entitled to exercise the termination rights set forth in Article 17 and any other right contained in this Agreement and shall have the right to prohibit Subcontractor from entering the work premises.
- E. Subcontractor shall cause its subcontractors to procure insurance covering the above liabilities under policies in form, and amounts and with Insurance companies acceptable to Contractor. Subcontractor will obtain said policies or certificates thereof and deliver them to Contractor. If Subcontractor or its subcontractors do not acquire acceptable insurance; Contractor may acquire the required insurance coverage's and charge the expense for such coverage's to Subcontractor.
- F. Subcontractor shall promptly obtain insurance for the Work as specified in this Subcontract Agreement. Subcontractor must use Contractor's standard insurance certificate form (Exhibit B.2). Subcontractor shall provide the required insurance certificate(s) to Contractor prior to commencing the Work and shall be liable to Contractor for the consequences of Subcontractor's delay in obtaining the required insurance policies and coverages. Subcontractor acknowledges that it may not enter the jobsite until Contractor receives and approves the specified insurance certificate(s). Each insurance certificate must state that the insurance carrier is required to give Contractor thirty (30) days prior written notice of cancellation or material change that reduces or restricts the coverages or liability limits of any insurance policy. Subcontractor's insurance certificate(s) shall also include the Project name in a conspicuous location. The insurance requirements described in this Agreement are not intended to and shall not in any way limit or qualify the liabilities and obligations Subcontractor assumes pursuant to this Agreement. The obligations described in the foregoing paragraphs Article 11.A through Article 11.F shall survive the termination or expiration of this Agreement.
- G. Subcontractor's materials and equipment that will become an integral part of the completed Project, either on the site or in the building, and completed portions of the Sublet Work, may be covered by a Builders Risk insurance policy containing certain deductibles and exclusions purchased and maintained

either by Owner or Contractor. If so covered, Subcontractor shall be responsible for the deductible portion of each claim covered by the Builders Risk insurance policy. If such coverage is available, a copy of said Policy or a certificate would be available for Subcontractor's inspection at Contractor's home office or project office. It is Subcontractor's responsibility to evaluate the protection afforded by that Policy, if applicable, and to carry its own insurance against all losses not covered by said Policy.

- H. Subcontractor may be required to provide a Payment Bond and a Performance Bond prescribed by and with Surety Company acceptable to the Contractor in the full amount of this Agreement for the faithful performance of this Agreement. Requirements for Performance & Payment Bonds will be stated on individual Work Releases. If Contractor requires bonds, Subcontractor shall pay the premium for bonds and the cost shall be included in Subcontract or Work Release Amount (Article 3). Any changes in the scope of Sublet Work that involve an increase of more than ten percent (10%) in the original contract amount will require a rider from the Surety Company raising the penal amount of bond to agree with the revised contract amount.
- I. Subcontractor shall submit to Contractor, within forty-eight (48) hours, copies of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have sublet work, or any property damage arising or alleged to have arisen on account of any work done by Subcontractor under this Agreement.

12. COMPLIANCE WITH LAWS:

- A. Subcontractor agrees to comply, at its sole expense, with all laws and regulations applicable to Subcontractor, Contractor, and/or the Work covered by the Prime Contract, including but not limited to the Occupational Safety and Health Act of 1970 as amended, including all applicable safety and health standards, including compliance with the Hazard Communication Standard 1928.59, and the revised Excavation Standard 1926.650 through 1926.652 and applicable Appendixes; the Resource Conservation and Recovery Act as amended; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended; the Emergency Planning and Community Right to Know Act as amended; the Toxic Substance and Control Act as amended; the Clean Water Act as amended; the Safe Drinking Water Act as amended; the Clean Air Act as amended; the Atomic Energy Act of 1954 as amended; the Fair Labor Standards Act of 1938 as amended; the Construction Safety Act (Public Law 91:54) as amended; the Immigration Reform Control Act of 1986 and the Civil Rights Act of 1964 as amended; including rules and regulations promulgated hereunder and including Executive Order 11246 as amended.
- B. Subcontractor agrees to inspections by the Contractor to determine compliance with safety, health, and environmental standards. Subcontractor acknowledges that Contractor's right to inspect or not to inspect shall not in any way relieve Subcontractor of its obligations.
- C. Subcontractor agrees to indemnify, defend and hold harmless the Contractor from any and all liability and damages, fines, costs, and attorneys' fees incurred by Contractor on account of Subcontractor's failure to comply with all laws and governmental regulations applicable to the Work. Subcontractor agrees not to remove guards of safety appliances, except on written authority of Contractor's Superintendent, and to replace such guards and appliances promptly. Failure to make such replacement will authorize Contractor to do such work and charge the costs thereof to Subcontractor.
- D. Subcontractor represents and warrants that the company has not been designated as an Extra-Hazardous Employer by the Texas Workers Compensation Commission and agrees to immediately notify the Contractor in writing if Subcontractor becomes so designated during the period of time that an Agreement exists with the Contractor. At Contractor's option, this Agreement may be terminated upon notification of subcontractor being designated as an Extra-Hazardous employer.

13. CLEANUP:

- A. Subcontractor acknowledges that the execution of the Sublet Work will result in an indeterminate amount of debris. Subcontractor agrees to retrieve, pick up and remove and place at a location designated by Contractor all such debris each day (or as otherwise required by Contractor) during the course of its work and on final completion of its work. If after twenty-four (24) hours' notice by Contractor's representative to Subcontractor's representative at the jobsite, Subcontractor has not diligently proceeded with the cleanup as outlined in this paragraph, then Contractor has the right to proceed with the cleanup work with its own labor at Subcontractor's expense.
- B. Notwithstanding anything to the contrary herein, Subcontractor shall retain title to and full legal responsibility for all such debris and to any substances described below brought to the Project location by or for the benefit of Subcontractor. Subcontractor shall not place, cause or permit to be placed or dispose (as defined by applicable environmental laws) of any of the following in Contractor's trash dumpster, trash trucks, or anywhere on and/or around the Project location: Hazardous Substances (hereinafter defined); commercial products or chemicals which are off specification, outdated, unused or banned, including the containers of same, liquids and sludges from septic tanks and food service grease traps; chemical-containing equipment removed from service, e.g., filters, cathode ray tubes, acetylene tanks, fluorescent light tubes, and/or all other substances which (i) the transporter which contracts with Contractor (if any) does not transport or allow to be transported under its agreement with Contractor; and/or (ii) the disposal facility(ies) which contracts with Contractor (if any) does not dispose of or allow to be disposed of under its agreement with Contractor. Copies of the relevant portions of such agreements are available for examination by Subcontractor upon request. Subcontractor shall, in compliance with all applicable laws, arrange directly (i) with third party transporter(s) for transportation from the project location of all of the substances described in the preceding sentence and (ii) with third party disposal facility(ies) for disposal of all of the substances described in the preceding sentence. Contractor may at its option contract with a transporter(s) and/or a disposal facility(ies) to remove all debris not described in the second sentence of this paragraph at such intervals as Contractor shall determine necessary. "Hazardous Substances" shall mean all pollutants, contaminants, chemicals, wastes and any other carcinogenic, ignitable, corrosive, reactive, toxic, or otherwise hazardous substances or wastes subject to regulation, control, or regulation under applicable environmental laws. By way of example only, the term "Hazardous Substances" includes, but not limited to petroleum, urea formaldehyde, flammable, explosive, and radioactive materials, PCBs, pesticides, herbicides, asbestos, sludge, slag, acids, metals, solvents, and waste waters.

14. ASSIGNMENT AND SUBLETTING:

Subcontractor cannot assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or its right, title or interest therein, or its power to execute the same or its interest in proceeds there from, without the consent in writing of Contractor. If Subcontractor does, with approval, sublet this Agreement or any part thereof, it shall require that its Subcontractor be bound to Subcontractor and to assume toward Subcontractor all of the obligations and responsibilities that Subcontractor has assumed toward Contractor. Approval of a sub-subcontractor will not imply that Contractor assumes any responsibility for such sub-subcontractor or that sub-subcontractor is relieved of any responsibility with respect to the Sublet Work. Subcontractor will not sublet any portion of the work to or enter into an agreement with an Employee Leasing Company without the Contractor's prior written approval.

15. PERMITS:

All permits (except Contractor's main building permit), licenses, tap fees and easements necessary for the prosecution of this Sublet Work shall be procured and paid for by Subcontractor. Subcontractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Sublet Work as

drawn and specified. If Subcontractor observes that Plans and Specifications are at variance therewith, it shall promptly notify Contractor in writing. If Subcontractor performs any work contrary to such laws, ordinances, rules and regulations without such notice to Contractor, Subcontractor shall bear all costs arising therefrom.

16. TAXES:

Subcontractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Agreement, and will furnish evidence, when required by Contractor, showing that all such payments required to be made have been paid. Subcontractor shall pay all local, state and federal taxes in connection with its Sublet Work. Subcontractor shall furnish a copy of Sales and Use Tax Permit if requested by Contractor.

17. TERMINATION :

A. TERMINATION FOR DEFAULT:

Should Subcontractor at any time fail to supply a sufficient number of skilled workmen or a sufficient quantity of materials of proper quality, or fail in any respect to prosecute the Work covered by this Agreement with promptness and diligence, or fail to perform work of the quality required by the Prime Contract, or fail in the performance of any of the agreements herein contained, or should any workmen performing work covered by this Agreement engage in a strike or other work stoppage, or cease to work due to picketing or other such activity, Contractor may, in any of such events at its option, after forty-eight (48) hours written notice to Subcontractor, provide any such labor and materials, and deduct the cost thereof from any money then due or there after to become due Subcontractor, or, in any of such events, Contractor, may, at its option, terminate the employment of Subcontractor for the Sublet Work under this Agreement, and shall have the right to enter upon the premises and to take possession, for the purpose of completing the Sublet Work hereunder, of all the materials, tools, and equipment thereon, and to finish the Sublet Work and provide the materials, therefore, either with its own employees or other subcontractors; and in case of such discontinuance of the employment by Contractor, Subcontractor shall not be entitled to receive any further payments under this Agreement or otherwise, but shall nevertheless remain liable for any damages which Contractor incurs; the expenses incurred by Contractor in completing the Sublet Work shall exceed the unpaid balance. Subcontractor shall pay the difference to Contractor, along with any other damages incurred by Contractor as a result of Subcontractor's default. Contractor shall have a lien upon all materials, tools and equipment taken possession of to secure the payment thereof. Subcontractor shall be liable to Contractor for all costs and damages incurred by Contractor due to the failure of performance by Subcontractor, the failure of Subcontractor to keep the progress of its work up to that of Contractor or other trades, or the failure to execute its work as directed by Contractor, Subcontractor agrees to execute any assignments necessary to make available to Contractor and the Owner the rights of subcontractor under purchase orders and subcontracts. Contractor will credit Subcontractor's account with the value of the materials and suppliers so used but there will be no credit for rent on equipment. Subcontractor will reimburse Contractor in Harris County, Texas, to the extent that Contractor's expense, including attorneys fees, in completing the Sublet Work and proceeding under this Article exceeds the balance which would have become due to Subcontractor under this Agreement had Subcontractor completed the Sublet Work. If Contractor's expense is less than such amount, then Subcontractor shall receive as its entire and sole compensation its actual common, necessary and reasonable costs of performing the work to the date of termination, as determined by audit of subcontractor's records, plus a reasonable markup for overhead and profit, but in no event shall such amounts due hereunder exceed the total Subcontract Amount. Subcontractor hereby waives all claims against Contractor for profits, rent on equipment or other damages related to any proceeding which Contractor institutes under this Article. The Parties agree that the terms of this article shall be binding if Contractor in good faith has determined that Subcontractor's performance is inadequate and that the Owner or Contractor or other subcontractor may be damaged, or Contractor may be unable to perform its contractual obligations, unless Contractor proceeds under this Article. The Parties agree that such determinations are difficult to make and must be made under pressing circumstances, and agree to be bound in accordance with this Article in light of the circumstances confronting Contractor at the time such a decision is made.

B. TERMINATION FOR CONVENIENCE OF CONTRACTOR OR OWNER:

General Contractor may, at its option, terminate for convenience the Sublet Work in whole or, from time to time, in part, at any time by written notice to Subcontractor. Such notice shall specify the extent to which the performance of work is terminated and the effective date of such termination. Upon receipt of such notice Subcontractor shall:

- i. Immediately discontinue the Sublet Work on the date and to the extent specified in the notice and place no further orders or sub-subcontracts for materials, service, or facilities, other than as may be required for completion of such portion of the Sublet Work that is not terminated;
- ii. Promptly obtain cancellation upon terms satisfactory to General Contractor on all purchase orders, sub-subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements to General Contractor as directed;
- iii. Assist General Contractor in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by Subcontractor or furnished by Subcontractor under this contract; and
- iv. Complete performance of the Sublet Work which is not terminated.

Upon any such termination, General Contractor shall have no liability for any damages, including loss of anticipated profits. As its sole right and remedy, Subcontractor shall be paid the following:

- i. All amounts due and not previously paid to Subcontractor for Sublet Work completed in accordance with the Subcontract prior to such notice of termination, and for work thereafter completed as specified in such notice;
- ii. Reasonable administrative costs of settling and paying claims arising out of the termination of Sublet Work under sub-subcontracts or purchase orders;
- iii. Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment; and a reasonable profit on items (b) and (c) of this paragraph.
- iv. A reasonable profit on items (ii) and (iii) of this paragraph.

In the event any termination of the Subcontractor for default under the default termination article is later determined to have been improper, the termination shall automatically be deemed a termination for convenience and the Subcontractor shall be limited in its recovery strictly to the Subcontractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment in compensation, including all incurred costs described herein. General Contractor shall review, analyze, and verify such proposal, and, if not satisfied, negotiate an equitable adjustment, and the Subcontract shall be amended in writing accordingly.

18. LAYOUT RESPONSIBILITY:

Contractor shall establish principal axis lines and levels whereupon Subcontractor shall lay out and shall be strictly responsible for the accuracy of its work and for any loss or damage to other Subcontractors engaged in work on the site by reason of failure of Subcontractor to set out or perform its work correctly. Subcontractor shall exercise prudence so that actual final conditions and details shall result in alignment of finish surfaces that are within industry standard tolerances.

19. PATENTS:

Subcontractor agrees to indemnify, defend and hold harmless Owner and Contractor from any claims, demands, or damages of any nature on account of the alleged use of any patented invention, article or process in connection with its work under this Agreement, either in the course of construction or after completion of the Sublet Work, and Subcontractor further agrees to defend at its own expense, any suit for alleged infringements.

20. LAW GOVERNING:

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be governed by the laws of the State of Texas, and any action commenced arising out of or relating to this Agreement shall be brought in a court of proper jurisdiction located in Harris County, Texas.

21. GUARANTY/WARRANTY:

Subcontractor shall, before requesting Final Payment, provide Guaranties required by the Prime Contract. In addition to any specific Guaranty required by the Prime Contract, Subcontractor, in signing this Agreement, agrees at its own expense to replace or repair any faulty or defective material or workmanship within one year from Final Completion, as defined in the Prime Contract, or longer if required by Prime Contract. In addition, Subcontractor shall be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged or other amounts for which Contractor may become liable due to the failure of Subcontractor's material or work and/or damage as a result of the replacement or repairs thereof. The Subcontractor warrants to the Owner and Contractor that materials and equipment furnished under the Work Release will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Contractor the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Subcontractor's liability under this Article shall continue from the date of this Subcontract through the last day of the twelfth month following the date of acceptance by Owner of the Project. In addition, Subcontractor's liability for items, material, or workmanship which Subcontractor may have corrected, repaired, or replaced shall continue through the last day of the twelfth month following the date of acceptance by Owner of such corrected, repaired, or replaced items or workmanship.

22. ARCHITECT AND/OR OWNER APPROVAL:

This Agreement and Subcontractor may be subject to approval by Architect and/or Owner.

23. DISPUTES:

- A. In the event of a dispute between Subcontractor and Contractor relating to this Agreement or any Work Release hereunder (or breach thereof) which involves corresponding rights or duties of Owner, then the dispute shall be decided in accordance with the Contract Documents. In such case, Subcontractor and its sureties (if any) shall be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents and by any decisions or determinations made hereunder by an authorized person, board, court, or other tribunal. Contractor shall use its best efforts to afford Subcontractor a reasonable opportunity to provide information and testimony to the board, court, or tribunal. If the board, court, or tribunal will not allow Subcontractor to present evidence directly, then Subcontractor shall provide evidence to the Contractor and Contractor shall present this information to the board, court, or tribunal on behalf of Subcontractor. In all respects, Subcontractor shall cooperate with Contractor in this regard. Subcontractor will exhaust all remedies available under the Contract Documents through Contractor and in accordance with this paragraph prior to commencing any litigation, arbitration, or any other action against Contractor.
- B. In the event any controversy or dispute arises between Subcontractor and Contractor relating to this Agreement or Work release hereunder (or a breach thereof), which dispute or controversy does not involve the correlative rights and duties of Owner, Subcontractor shall request mediation of the dispute with Contractor and the parties shall attempt in good faith to mediate the dispute. Mediation of the dispute shall be a condition precedent to any further rights that the Subcontractor has to the resolution of this dispute.
 - i. If mediation is unsuccessful, then Subcontractor agrees that Contractor shall make the determination (in its sole discretion) as to whether the dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules (then applicable) of the American Arbitration Association (in which case Subcontractor agrees that it will submit its disputes to such arbitration and that such arbitration will be binding to the full extent enforceable under applicable arbitration statutes including the Federal Arbitration Act).
 - ii. In the event that Contractor determines that the dispute shall not be resolved through arbitration, then Subcontractor agrees that the disputes will be resolved by courts of competent jurisdiction in Harris County, Texas. Subcontractor agrees that it owes a duty to other subcontractors to perform its work properly and that other subcontractors owe Subcontractor a duty to perform their work properly. Subcontractor and Contractor agree that neither will make a claim against the other arising out of the improper performance of work by other subcontractors. Subcontractor agrees, if its work is impacted or affected by the actions (or omissions) of the work of another subcontractor(s) or supplier(s), that Subcontractor's sole remedy shall be directly through negotiation or, if necessary, through litigation or arbitration with such other subcontractor in accordance with the procedures described here. In such an event, Subcontractor shall consider this agreement to be an assignment by Contractor to Subcontractor of Contractor's rights against the other subcontractor(s) or supplier(s) such that Subcontractor can proceed directly against the parties who have caused the harm alleged by Subcontractor, and Subcontractor accepts such assignment and agrees to accept and be bound by the result of such disputes proceedings and shall not seek any further damages against Contractor as a result.

24. BANKRUPTCY:

It is recognized that if Subcontractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, or becoming aware of any such event, Contractor shall be entitled to request of Subcontractor or its successor in interest, assurance, satisfactory to Contractor, of future performance in accordance with this Agreement. Failure to provide such satisfactory assurance within ten (10) days of delivery of the request shall entitle Contractor to terminate this Agreement. If this Agreement is terminated pursuant to this Article 24, Subcontractor will reimburse Contractor in Harris County, Texas, to the extent that Contractor's expense, including attorneys fees, in completing the Sublet Work and proceeding under this Article, exceeds the balance which would have become due to Subcontractor under this Agreement had Subcontractor completed the Sublet Work, after deducting amounts previously paid to Subcontractor. If Contractor's expense is less than such amount, then Contractor will pay the difference to Subcontractor. Regardless, whether Contractor elects to terminate this Agreement or pursue other rights, it is agreed that in all events pending receipt of satisfactory assurance of performance, Contractor shall be entitled to proceed with the Sublet Work with its own forces or with other subcontractors on a time and materials or other appropriate basis, the cost of which will be back charged against the Subcontractor.

25. PRE-BID AGREEMENT:

If this Agreement is signed before Contractor is awarded the Prime Contract by the Owner, then it shall constitute a Pre-Bid Agreement, which cannot be canceled by either Party, and upon award to Contractor, shall become a binding Agreement. If no such award is made for which this Agreement was prepared, this Agreement shall have no further effect.

26. DIRECTION OF SUBLET WORK:

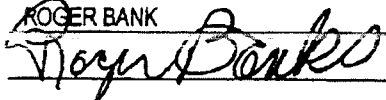
It is understood that Subcontractor is an independent contractor and that Contractor shall have no right to direct the operations or employees of Subcontractor. Subcontractor agrees to maintain a familiarity with conditions existing over the entire premises on which the Work is located so that it will be aware of dangerous conditions, whether obvious or hidden, and Subcontractor agrees to warn its employees, subcontractors and suppliers of unsafe conditions on the premises.

27. FUTURE RIGHTS:


Any waiver or failure to assert any right, which either Party has under this Agreement, shall not constitute a continuing waiver of future rights. Rights can be waived only if expressed in writing and signed by an officer of the waiving Party. If any provision of this Agreement is held invalid or unenforceable under any present or future laws, then the remainder of the Agreement shall remain in full force and effect. The foregoing constitutes the entire Master Agreement between the parties. Terms and/or conditions, whether expressed or implied, excepting those documents executed specifically as Amendments or Work Releases by an authorized representative of ENVIROTECH SERVICES, LLC of the same status as the representative who executed this Master Agreement, shall neither alter, add to nor subtract from the Terms and Conditions of this Master Agreement. Subcontractor promises to perform all work awarded and accepted hereunder in accordance with this Master Agreement and the Work Releases agreed to against this Master Agreement.

Notice of indemnification. Subcontractor and Contractor hereby acknowledge and agree that this Master Subcontract Agreement contains certain indemnification obligations and covenants.

SUBCONTRACTOR:

Company: US GENERAL CONTRACTORS
Name: ROGER BANK
Signature: 
Title: PRESIDENT
Witnesses: _____
Date: 1/16/2009

CONTRACTOR:

Company: ENVIROTECH SERVICES, LLC.
Name: LLOYD BROUSSARD
Signature: 
Title: PRESIDENT
Witnesses: _____
Date: 1/16/2009

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER	PROJECT:	APPLICATION NO:	Distribution to:
CONTRACTOR: EnviroTech Services, LLC	Smith Middle School	PERIOD TO: May 31, 2009	OWNER: <input type="checkbox"/>
FROM	VIA ARCHITECT: Not Applicable	SUBCONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
SUBCONTRACTOR: US General Contractors, LCC		SUBCONTRACT DATE: 01/16/09	CONTRACTOR: <input checked="" type="checkbox"/>
		PROJECT NOS: / / 152694	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL SUBCONTRACT SUM	\$ 2,690,000.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. SUBCONTRACT SUM TO DATE (Line 1 + 2)	\$ 2,690,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,740,300.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 174,030.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 174,030.00

6. TOTAL EARNED LESS RETAINAGE	\$ 1,566,270.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 912,600.00
(Line 6 from prior Certificate)	
CURRENT PAYMENT DUE	\$ 653,670.00
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 1,123,730.00

EXHIBIT B

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor-Subcontractor certifies that to the best of the Contractor's Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract-Subcontract Documents, that all amounts have been paid by the Contractor-Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Owner-Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:
By: Roger Banks Date: July 16, 2009

State of: Texas
County of: Harris
Subscribed and sworn to before me this 16th day of July, 2009
Notary Public: Shannon E. Lerner
My Commission expires: 4/2/13



ARCHITECT'S CERTIFICATE FOR PAYMENT NOT APPLICABLE

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA[®] Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Subcontractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 04/26/2009

PERIOD TO: 05/31/2009

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
100	Special Systems	245,000.00	0.00	50,000.00	0.00	50,000.00	20.41 %	195,000.00	19,500.00
200	Demolition	207,000.00	207,000.00	0.00	0.00	207,000.00	100.00 %	0.00	0.00
300	Gear	698,680.00	250,000.00	225,000.00	0.00	475,000.00	67.99 %	223,680.00	22,368.00
400	Lighting	370,780.00	150,000.00	51,300.00	0.00	201,300.00	54.29 %	169,480.00	16,948.00
500	Wiring	1,140,340.00	378,800.00	400,000.00	0.00	778,800.00	68.30 %	361,540.00	36,154.00
600	Temp Lighting	20,800.00	20,800.00	0.00	0.00	20,800.00	100.00 %	0.00	0.00
700	Wiring for Generator	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00 %	0.00	0.00
	GRAND TOTAL	\$ 2,690,000.00	\$ 1,014,000.00	\$ 726,300.00	\$ 0.00	\$ 1,740,300.00	64.70 %	\$ 949,700.00	94,970.00

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User Notes:

(3032218821)

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER	PROJECT: <u>BIRD CLASS</u>	APPLICATION NO.: <u>004</u>	Distribution to:
CONTRACTOR: EnviroTech Services, LLC	Smith Middle School	PERIOD TO: June 20, 2009	OWNER: <input type="checkbox"/>
FROM	VIA ARCHITECT: <u>Not Applicable</u>	SUBCONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
SUBCONTRACTOR: US General Contractors, LLC		SUBCONTRACT DATE: 01/16/09	CONTRACTOR: <input checked="" type="checkbox"/>
		PROJECT NOS: / / 152694	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL SUBCONTRACT SUM \$ 2,690,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. SUBCONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,690,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,090,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work
(Column D + E on G703) \$ 209,000.00
 - b. 0 % of Stored Material
(Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 209,000.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,881,000.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,566,270.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 314,730.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 809,000.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor-Subcontractor certifies that to the best of the Contractor-Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract-Subcontract Documents, that all amounts have been paid by the Contractor-Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Owner-Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:
 By: Rep. Banks Date: July 16, 2009
 State of: Texas
 County of: Harris
 Subscribed and sworn to before
 me this 16th day of July, 2009
 Notary Public: Shannon E. Lerner
 My Commission expires: 4/2/13



ARCHITECT'S CERTIFICATE FOR PAYMENT NOT APPLICABLE

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED:

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet and are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Subcontractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
 APPLICATION DATE: 06/01/2009
 PERIOD TO: 06/20/2009
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
100	Special Systems	245,000.00	50,000.00	0.00	0.00	50,000.00	20.41 %	195,000.00	0.00
200	Demolition	207,000.00	207,000.00	0.00	0.00	207,000.00	100.00 %	0.00	0.00
300	Gear	698,680.00	475,000.00	86,000.00	0.00	561,000.00	80.29 %	137,680.00	8,600.00
400	Lighting	370,780.00	201,300.00	57,700.00	0.00	259,000.00	69.85 %	111,780.00	5,770.00
500	Wiring	1,140,340.00	778,800.00	206,000.00	0.00	984,800.00	86.36 %	155,540.00	20,600.00
600	Temp Lighting	20,800.00	20,800.00	0.00	0.00	20,800.00	100.00 %	0.00	0.00
700	Wiring for Generator	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00 %	0.00	0.00
	GRAND TOTAL	\$ 2,690,000.00	\$ 1,740,300.00	\$ 349,700.00	\$ 0.00	\$ 2,090,000.00	77.70 %	\$ 600,000.00	\$ 34,970.00

AIA[®] Document G702™ – 1992

Application and Certificate for Payment

TO OWNER	PROJECT: DPH Smith Smith Middle School	APPLICATION NO. AND PERIOD TO: July 20, 2009	Distribution to:
CONTRACTOR: EnviroTech Services, LLC		SUBCONTRACT FOR: General Construction	OWNER: <input type="checkbox"/>
FROM	VIA ARCHITECT: Not Applicable	SUBCONTRACT DATE: 01/16/09	ARCHITECT: <input type="checkbox"/>
SUBCONTRACTOR: US General Contractors, LLC		PROJECT NOS: / / 152694	CONTRACTOR: <input checked="" type="checkbox"/>
			FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL SUBCONTRACT SUM \$ 2,690,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. SUBCONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,690,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,390,000.00
5. RETAINAGE:
 - a. 10 % of Completed Work
(Column D + E on G703) \$ 239,000.00
 - b. 0 % of Stored Material
(Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 239,000.00
6. TOTAL EARNED LESS RETAINAGE \$ 2,151,000.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,881,000.00
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 270,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 539,000.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor-Subcontractor certifies that to the best of the Contractor's Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract-Subcontract Documents, that all amounts have been paid by the Contractor-Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:
 By: Tony Barks Date: July 27, 2009
 State of: Texas
 County of: Harris
 Subscribed and sworn to before me this 27th day of July, 2009
 Notary Public: Shannon E. Leiner
 My Commission expires: 4/2/13



ARCHITECT'S CERTIFICATE FOR PAYMENT NOT APPLICABLE

In accordance with the Contract Documents based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA[®] Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Subcontractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
 APPLICATION DATE: 07/25/2009
 PERIOD TO: 07/20/2009
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
100	Special Sytems	245,000.00	50,000.00	100,000.00	0.00	150,000.00	61.22 %	95,000.00	0.00
200	Demolition	207,000.00	207,000.00	0.00	0.00	207,000.00	100.00 %	0.00	0.00
300	Gear	698,680.00	561,000.00	137,680.00	0.00	698,680.00	100.00 %	0.00	0.00
400	Lighting	370,780.00	259,000.00	0.00	0.00	259,000.00	69.85 %	111,780.00	0.00
500	Wiring	1,140,340.00	984,800.00	62,320.00	0.00	1,047,120.00	91.83 %	93,220.00	0.00
600	Temp Lighting	20,800.00	20,800.00	0.00	0.00	20,800.00	100.00 %	0.00	0.00
700	Wiring for Generator	7,400.00	7,400.00	0.00	0.00	7,400.00	100.00 %	0.00	0.00
	GRAND TOTAL	\$ 2,690,000.00	\$ 2,090,000.00	\$ 300,000.00	\$ 0.00	\$ 2,390,000.00	88.85 %	\$ 300,000.00	\$ 0.00

US General Contractors, LLC

Total Contract Amount \$ 2,690,000.00

Billing	Amount Billed	10% Retainage	Amount Paid	Balance on Billing
1	\$ 207,000.00	\$ 20,700.00	\$ 207,000.00	\$ (20,700.00)
2	\$ -		\$ 100,000.00	\$ (100,000.00) Advance
3	\$ 807,000.00	\$ 80,700.00	\$ 707,000.00	\$ (101,400.00)
4	\$ 726,300.00	\$ 72,630.00	\$ 400,000.00	\$ 298,600.00
5	\$ 349,700.00	\$ 34,970.00	\$ -	\$ 613,330.00
6	\$ 300,000.00	\$ 30,000.00	\$ -	\$ 883,330.00
Total	\$ 2,390,000.00	\$ 239,000.00	\$ 1,414,000.00	\$ 883,330.00

EXHIBIT

C

EXHIBIT 19

CAUSE NO. 2010-47604

8

US GENERAL CONTRACTORS, LLC
VS.
HEALTHY RESOURCES ENTERPRISE,
INC. DBA HRE, BEAUMONT
INDEPENDENT SCHOOL DISTRICT,
INTERNATIONAL DESIGN CONSULTING
GROUP, INC. DBA ECM, INFINITY
SURETY AGENCY, LLC, AND GEORGE D.
BLACK

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IN THE DISTRICT COURTS OF
HARRIS COUNTY, TEXAS

055th JUDICIAL DISTRICT

**PLAINTIFF'S FIRST AMENDED PETITION
AND REQUESTS FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF THIS COURT:

US General Contractors, LLC (Plaintiff) files its First Amended Petition and Requests for Disclosures, complaining of Healthy Resources Enterprise, Inc. dba HRE, Beaumont Independent School District, International Design Consulting Group, Inc. dba ECM (ECM), Infinity Surety Agency, LLC dba Infinity Surety, and George D. Black (collectively, Defendants) and for cause of action respectfully states:

Parties, Jurisdiction, and Venue

1. Plaintiff intends to conduct discovery under Level Two (2) as defined by Rule 190 *et seq* of the Texas Rules of Civil Procedure.
2. Plaintiff is a Texas limited liability company.
3. Defendant Healthy Resources Enterprise, Inc. (HRE) is a Texas corporation doing business as HRE, which may be served with process by and through its registered agent, Eric Boutte, at 5506 Flax Bourton St, Humble, TX 77346, or 530 N Sam Houston Pkwy E Ste 300, Houston, TX 77060, or wherever he or she may be found.

FILED
Loren Jackson
District Clerk

AUG 10 2010

10:05 AM

Time: _____
Harris County Texas
By _____ Deputy

8779927

Defendant Beaumont Independent School District (BISD) is a Texas school district, which may be served with process by and through:

its president of the board, Woodrow Reece, at 3395 Harrison Ave, Beaumont, TX 77706, or wherever he or she may be found; or

its superintendent, Carrol A. Thomas, at 3395 Harrison Ave, Beaumont, TX 77706, or wherever he or she may be found.

Defendant International Design Consulting Group, Inc. d/b/a IDCM is a foreign corporation doing business in the State of Texas, which may be served with process by and through its registered agent, John H. Elamad, at 4639 Gulf Start Drive, Destin, FL 32541, or wherever he or she may be found.

Defendant Infinity Insurance Surety Agency, L.P. dba Infinity Insurance (Surety) is a Texas limited liability company, which may be served with process by and through

its registered agent, Douglas Greens, at 2000 Lamar St Ste 600, Arlington, TX 76179, or wherever he or she may be found; or

its president, George D. Black, at 1205 N Saginaw, Bldg D217 or O217, Saginaw, TX 76179, or wherever he or she may be found.

Defendant George D. Black is an individual who may be served with process at 1205 N Saginaw, Bldg D217 or O217, Saginaw, TX 76179, or wherever he or she may be found.

4. This Court has jurisdiction of this action pursuant to the Texas Government Code.

5. HRE's principal place of business and home office are in Harris County, Texas.

Venue is proper in Harris County, Texas.

Factual Background

6. Plaintiff incorporates paragraphs 1 through 5 as if fully restated.

7. HRE contracted with various governmental entities including without limitation BISD. The project under the contract that is the subject of this action is commonly known as Smith Middle School Project (the Project).

8. Plaintiff is a subcontractor to the Property.

9. HRE obtained, or was obligated to obtain, a payment bond for the Project. HRE and BISD failed to obtain the bond required by the Texas Government Code.

10. Plaintiff furnished materials and/or labor on the Project. Plaintiff has sent notice as required by the Texas Government Code for a claim against HRE, Surety, and BISD.

11. Upon information and belief, HRE has been paid for monies due and owing under the Project.

12. HRE, Surety, and BISD have failed and refused, and continue to refuse to pay Plaintiff for the amounts due and owing under the Project.

13. Plaintiff has submitted claims to HRE, Surety, and BISD for payment under the payment bond for the materials and/or labor provided in connection with the Project. Plaintiff has perfected its claim against the HRE, Surety, and/or BISD under the payment bond in connection with the Project.

14. HRE, Surety, and BISD have failed to pay Plaintiff the amount due under the payment bond or as otherwise required by the Texas Government Code.

15. Plaintiff asserts a lien against the funds in the hands of BISD relating to the Project.

16. SCM was an agent to BISD on the project and provided consulting services to BISD on the project.

17. After BISD's receipt of the notices from Plaintiff concerning its claim for nonpayment under the Texas Government Code, BISD, by and through its superintendent, and

ECM promised and assured Plaintiff that, if Plaintiff continued to work on the Project, BISD would pay Plaintiff. Based upon that promise and assurance, Plaintiff continued prosecution of the work at the Project. Plaintiff continued to work on the project. BISD and ECM have not paid Plaintiff.

18. ECM made certain representations including without limitation the fact that payment would be made to Plaintiff that were negligent. In addition, ECM took such actions as prohibited Plaintiff from being paid as represented by BISD and ECM.

Unjust Enrichment

19. Plaintiff incorporates paragraphs 1 through 15 as if fully restated.

20. Plaintiff is entitled to recover the amounts due from HRE and/or BISD based upon promises implied by law under the theory of unjust enrichment. Specifically, Plaintiff has provided valuable goods and/or services to HRE and/or BISD, which goods and/or services were accepted, used, and enjoyed by HRE and/or BISD, and under such circumstances as reasonably notified HRE and/or BISD that in providing the goods and/or services that Plaintiff was expecting to be paid by HRE and/or BISD.

21. HRE and/or BISD's actions and the above facts constitute unjust enrichment all to Plaintiff's actual damage (in) an amount in excess of the minimum jurisdictional limits of this Court.

Promissory Estoppel

22. Plaintiff incorporates paragraphs 1 through 18 as if fully restated.

23. In addition to and without waiving the above, Plaintiff claims that HRE and BISD are estopped from denying the existence of an agreement with Plaintiff because i) HRE and BISD made a promise to perform the agreement and/or agreements, ii) HRE and BISD reasonably

expected its promise to induce action or forbearance of a definite and substantial character on the part of Plaintiff, iii) HRE and BISD's promises did induce such action or forbearance, and iv) injustice can only be avoided by enforcement of the promise.

24. HRE and BISD's actions have caused damages to Plaintiff in an amount in excess of the minimum jurisdictional limit of this Court and HRE and BISD should not be allowed to deny the amount claimed by Plaintiff under the theory of promissory estoppel.

Claim under the Texas Government Code

25. Plaintiff incorporates paragraph 1 through 21 as if fully restated.

26. HRE obtained a payment bond for the Project. Upon information and belief, HRE and Surety agreed under the payment bond to make payment to all persons having a direct contractual relationship with HRE or to any subcontractor to the Project who furnished labor, material or both in the prosecution of the work provided for the Project. HRE and Surety have failed and refused and continue to refuse to make payment under the payment bond.

27. In the alternative, HRE and BISD were required to obtain a bond under § 2253 *et seq* of the Texas Government Code, but failed to do so. Accordingly, HRE and BISD are responsible and liable for the amounts due Plaintiff on the Project.

28. Plaintiff seeks a lien against the funds held by BISD.

29. Plaintiff has performed all conditions precedent to recovery under the Texas Government Code.

30. HRE, Surety, and BISD's acts and/or omissions are a violation of the Texas Government Code and have caused actual damages to Plaintiff in an amount in excess of the minimum jurisdictional limits of this Court.

31. Plaintiff is entitled to Plaintiff's attorney's fees against HRE, Surety, and BHS&D in accordance with the Texas Government Code.

Negligent Misrepresentation

32. Plaintiff incorporates paragraphs 1 through 31 as if fully restated.

33. ECM's acts or omissions constitute negligent misrepresentation in that ECM supplied false information in the course of its business, profession, employment, or in the transaction in which he had a pecuniary interest; the information was supplied by Defendant for the guidance of others in their business transactions; ECM failed to exercise reasonable care or competence in obtaining or communicating the information; and Plaintiff suffered pecuniary loss proximately caused by justifiable reliance on the misrepresentation.

34. ECM's acts or omissions constitute negligent misrepresentation and have caused actual damages to Plaintiff in an amount in excess of the minimum jurisdictional limits of this Court.

Negligence

35. Plaintiff incorporates paragraphs 1 through 34 as if fully restated.

36. ECM owed a duty to Plaintiff. Plaintiff breached that duty.

37. ECM's actions constitute negligence and have caused actual damages to Plaintiff in an amount in excess of the minimum jurisdictional limits of this Court.

Fraud

38. Plaintiff incorporates paragraphs 1 through 30 as if fully restated.

39. Defendants Surety and George D. Black have made at least one material representation to Plaintiff which was false. These defendants knew or should have known the representation was false when it was made or they made it recklessly without any knowledge of

its truth and as a positive assertion. These defendants made the representation with the intent that Plaintiff should act upon the representation, Plaintiff acted upon the representation, and Plaintiff was damaged thereby.

40. These defendant's acts or omissions constitute fraud against Plaintiff that have caused actual damages to Plaintiff in an amount in excess of the minimum jurisdictional limits of this Court.

41. These defendant's acts or omissions were willful and malicious and constitute conduct for which the law allows the imposition of exemplary damages. In this connection, Plaintiff will show that Plaintiff has incurred significant expenses, including consulting and attorneys' fees, in the investigation and prosecution of this action. Accordingly, Plaintiff requests that exemplary damages be awarded against these defendants.

Attorneys' Fees

42. As a result of the above and foregoing, Plaintiff has been required to employ legal counsel to prosecute this lawsuit. Pursuant to the terms of Texas Civil Practice & Remedies Code §38.001 *et seq* and the Texas Government Code, Plaintiff is entitled to recover Plaintiff's reasonable and necessary attorney's fees from Defendants.

Requests for Disclosures

43. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, each Defendant is requested to disclose, within 50 days of service of this request or as otherwise provided by the Texas Rules of Civil Procedure, the documents, material, and information described in Rule 194.2 and 194.4 of the Texas Rules of Civil Procedure. If the responsive documents are voluminous, the defendant must state a reasonable time and place for the production of documents.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that citation issue and be served on Defendant requiring Defendants to appear and answer herein; that upon consideration hereof by the Court or the jury, Plaintiff have and recover judgment of, from and against Defendants, jointly and severally, as follows:

1. Actual damages in an amount in excess of the minimum jurisdictional limits of this Court,
2. Reasonable and necessary attorneys' fees;
3. Costs of Court herein expended;
4. Prejudgment and postjudgment interest; and

for such other and further relief, both general and special, at law and in equity, to which Plaintiff is justly entitled.

Respectfully submitted.

LAW OFFICE OF KEITH D. PETERSON,
CPA, J.D.



Keith D. Peterson
SBN 15836050
12345 Jones Rd Ste 190
Houston, TX 77070
(281) 970-7001
(281) 970-7006 (facsimile)

ATTORNEY FOR
US GENERAL CONTRACTORS, LLC

EXHIBIT 20

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Board Meeting December 16, 2013

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, December 16, 2013, at 7:15 p.m. in the Board Room of the Administration Building located at 3395 Harrison Street in Beaumont, Jefferson County, Texas. The meeting was called to order by Vice President Janice Brassard.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

i. Roll Call Gwen Ambres, President (Absent)
 Janice Brassard, Vice President
 Terry Williams, Secretary
 Zenobia Bush, Member
 Mike Neil, Member
 Tom B. Neild, Member
 Woodrow Reece, Member

ii. School Officials Dr. Timothy B. Chargois, Superintendent of Schools
 Dr. Shirley Bonton, Deputy Superintendent/Finance and Elementary Administration
 Dr. Dwaine Augustine, Assistant Superintendent/Planning, Research, Evaluation & Technology
 Patricia Lambert, Assistant Superintendent/Curriculum Instruction/Secondary Administration
 Philip Brooks, Assistant Superintendent/Administration & Operations
 Sybil Comeaux, Executive Director of Personnel
 Melody Chappell, School Attorney

Absent: Jessie Haynes, Special Assistant to the Superintendent

ESTABLISHMENT OF QUORUM

President Ambres established a quorum.

PLEDGE OF ALLEGIANCE

The Clifton J. Ozen NJROTC posted the colors and presented the US and Texas flags.

The pledge was led by Jeremiah Dyson, 5th grade student at Jones-Clark Elementary School.

INVOCATION

The invocation was led by Mary Chatman, 8th grade student at Austin Middle School.

APPROVAL OF MINUTES

Motioned by Trustee Zenobia Bush, second by Trustee Terry Williams to approve the minutes of the Agenda Review Meeting, November 18, 2013, and the Regular Board Meeting, November 21, 2013

Vice President Brassard called for a vote of the motion

YAYS: Trustees Williams, Neil, Neild, Reece, Bush, Brassard

NAYS: None

MOTION PASSED

INFORMATION ITEM(S)

- A. Report on Campus State Comp Ed Funds
- B. Tax Collection Report
- C. Key Account Information

REPORT OF THE PRESIDENT OF THE BOARD OF TRUSTEES

A. Trustee Continuing Education Hours – 2013

Williams – 46.12
Bush – 67.9
Neild 6.15
Brassard 56.65
Neild – 10.15
Reece - 47.05
Ambres - 49.4

REPORT OF THE SUPERINTENDENT OF SCHOOLS:

- A. Think through Math Presentation (BISD Regina Howell, Savage, Marlow, Coleman, Johnson, from Vincent MS, Gaskin, Chariton Pollard, Spam, winner of Texas Lone Star Math Cup – from Regina Howell ES, Mrs. Durler. Shree Will. Math Supervisor spoke about the award and introduced Mrs. Derler to the board and recognized the students.
- B. New Education Summit Plans
- C. Board Appreciation
- D. Proposed Public Hearing Dates – 5/2 Redistricting Maps – Chad Dunn presented packets of 2 maps and an overlay transparency for the trustees to use to work on draft maps to turn in for January 6, 2014. All the districts need to be within 10% of each other.

Dr. Charcois stated that we will hold our January 13, 23 Board Room and February 6 redistricting meetings (public hearings) in the Board Room. Mr. Brooks and Brown will work to provide transportation for community to attend the meetings. Make sure the children are sent home with some type of flyer to their home.

- E. Natgasoline, LLC. -
- F. Winter Retreat

GENERAL CONSENT ITEMS

Motioned by Trustee Zenobia Bush, second by Trustee Terry Williams to approve the following consent agenda items:

Approve the General Fund and Special Revenue Budget Amendments (Exhibit "A"). It was recommended to Approve the General Fund and Special Revenue Budget Amendments.

Approve Findings Under the Texas Economic Development Act on the Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes submitted by Natgasoline, LLC (Exhibit "B"). It was recommended to Approve Findings Under the Texas Economic Development Act on the Application for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes submitted by Natgasoline, LLC.

Approve Agreement to Implement the Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes for Natgasoline, LLC (Exhibit "C"). It was recommended to Approve Agreement to Implement the Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes for Natgasoline, LLC

Approve District Administrators as the 2013-2014 Professional Development and Appraisal System (PDAS) Appraisers (Exhibit "D"). It was recommended to Approve the District Administrators as the 2013-2014 Professional Development and Appraisal System (PDAS) Appraisers.

Approve the Highly Qualified Teacher Report (Exhibit "E") It was recommended to Approve the Highly Qualified Teacher Report.

Approve Second Reading of Additions, Revisions or Deletions of (LOCAL) Policies as Recommended by TASB Policy Localized Policy Manual Update 98. (Exhibit "F") It was

recommended to Approve the Second Reading of Additions, Revisions or Deletions of (LOCAL) Policies as Recommended by TASB Policy Localized Policy Manual Update 98.

Chamber President, Jim Rich stated that the dollar amount on this project is large, we competed with other states and this project landed in Texas.

Vice President Brassard called for a vote of the motion

YAYS: Trustees Williams, Neil, Neild, Reece, Bush, Brassard

NAYS: None

MOTION PASSED

ACTION ITEMS

Motioned by Trustee Zenobia Bush, second by Trustee Terry Williams

Approve the Adult Education Center Parking and Driveway (Exhibit "A"). It was recommended to Action to Approve the Adult Education Center Parking and Driveway.

Vice President Brassard called for a vote of the motion

YAYS: Trustees Reece, Bush, Williams

NAYS: Trustees Neild, Brassard and Neil

MOTION FAILED

Motioned by Trustee Tom Neild, second by Trustee Mike Neild to table

Vice President Brassard called for a vote of the motion to table this item.

YAYS: Trustees Neild, Brassard, Neil

NAYS: Reece, Bush, Williams

MOTION PASSED

Motioned by Trustee Reece, second by Trustee Mike Neil

Approve Recommendation for Employment and/or Appointment of Personnel. (Executive Session). It was recommended to Approve Recommendation for Employment and/or Appointment of Personnel.

RETIREMENTS:

Bertrand, Rusty, Physical Education teacher at Smith Middle School, Effective 06/07/14.

Loyd, Nancy, Assistant Principal at Odom Academy, effective 1/31/2014

Nix, Katherine, ESL Teacher at Caldwood Elementary School. Effective 2/28/2014.

Schwarzlose, Charlotte, English Teacher at West Brook High School. Effective 2/28/2014

RESIGNATIONS:

Bosha, Christina, a Level 5 teacher at Regina-Howell. Effective December 2, 2013.

Chenier, Kendra, a Counselor at Caldwood. Effective November 22, 2013.

Hall, Gladys, a Spanish teacher at Vincent. Effective November 18, 2013.

NEW EMPLOYEE CONTRACT RECOMMENDATIONS:

Andrus, Taylor, a Pre-kindergarten teacher at Amelia. Effective December 2, 2013 and ending on June 7, 2014.

Lewis, Tonja, a Level 4 teacher at Amelia. Effective December 3, 2013 and ending on June 7, 2014.

Sharp, Keisha, a Level 1 teacher at Martin. Effective November 14, 2013 and ending on June 7, 2014.

Vice President Brassard called for a vote of the motion

YAYS: Reece, Bush, Williams, Neil, Neild, Brassard

NAYS: None

MOTION PASSED

Motioned by Trustee Terry Williams, second by Trustee Woodrow Reece to approve for the following

ADMINISTRATIVE CONTRACT RECOMMENDATIONS:

Counselor- Caldwood Elementary School – Evelyn Jacobs
Assistant Director of Child Nutrition – Randy Milton

Vice President Brassard called for a vote of the motion

YAYS: Reece, Bush, Williams, Neil, Neild, Brassard

NAYS: None

MOTION PASSED

Motioned by Trustee Zenobia Bush, second by Trustee Terry Williams

Approve the Termination of Comptroller. (Executive Session) – It was recommended to approve the Termination of Comptroller.

President Ambres called for a vote of the motion

YAYS: Williams, Bush, Neil, Brassard, Neild, Reece

NAYS: None

MOTION PASSED

Motioned by Trustee Zenobia Bush, second by Trustee Terry Williams

Approve Settlement of US General Contractors vs. HRE et. al Cause No 2010-47604, in the amount of \$290,000.00. (Executive Session) – It was recommended to Approve Settlement of US General Contractors vs. HRE et. al Cause No 2010-47604, in the amount of \$290,000.00.

President Ambres called for a vote of the motion

YAYS: Williams, Bush, Neil, Neild, Brassard, Reece

NAYS: None

MOTION PASSED

**Executive session ended because it no longer had a quorum.

COMMUNICATIONS

2.5

1. Pam Shelander, 5555 Clinton, BISD
2. Stephen Watson, 6015 Townhouse Lane, Financial Accountability
3. Jock Wagner, 3745 Linkwood, Report of the Superintendent of Schools
4. Ricky Jason, 540 Threadneedle, BISD and the Kids
5. Linda Gilmore, 4695 Beale, Transparency and Truth
6. Kathryn Hall, 5735 Brett Lane, Assault Leave
7. Mike Getz, 7950 Phelan Blvd, BISD
8. Mark McClellan, 1270 Nottingham Lane, Board Appreciation

SIGN UP

1.5

1. Kimberly Burke, 1460 Edson, Bullying
2. Cathy Shelander, 704 Yount Street, BISD Students
3. Becky Brittain, 6965 Blarney, Concerned Citizen

ADJOURNMENT

Vice President Janice Brassard, asked if there was any other business to come before the board; there being none, she adjourned the meeting at 10:25 p.m., on Thursday, December 19, 2013.

Approved on January 16, 2013

EXHIBIT 21

P2
NPTJ

CAUSE NO. 2010-47604

US GENERAL CONTRACTORS, LLC	§	IN THE DISTRICT COURT
VS.	§	HARRIS COUNTY, TEXAS
HEALTHY RESOURCES ENTERPRISE, INC., ET AL	§	55 TH JUDICIAL DISTRICT

CONSOLIDATED WITH

CAUSE NO. 2010-47605

ENVIROTECH SERVICES, LLC	§	IN THE DISTRICT COURT
VS.	§	HARRIS COUNTY, TEXAS
HEALTHY RESOURCES ENTERPRISE, INC., ET AL	§	333 RD JUDICIAL DISTRICT

MUNC PRO TUNC
FINAL JUDGMENT

Pursuant to the Findings of Fact and Conclusions of Law entered on January 15, 2014, judgment is rendered as follows:

Envirotech Services, LLC is awarded judgment against Healthy Resources Enterprise, Inc. and Eric Boutte in the amount of \$3,481,404.65, together with pre-judgment interest in the amount of \$600,899.98.

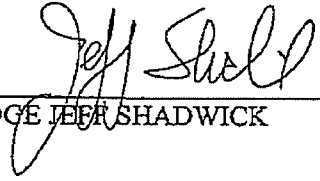
US General Contractors, LLC is awarded judgment against Healthy Resources Enterprise, Inc. and Eric Boutte in the amount of \$1,111,349.24, together with prejudgment interest in the amount of \$191,822.40.

Envirotech Services, LLC and US General Contractors, LLC are also awarded post judgment interest at the rate of 5%, together with attorneys' fees in the amount of \$46,000.00. All other relief is denied. This is a final judgment, and is appealable.

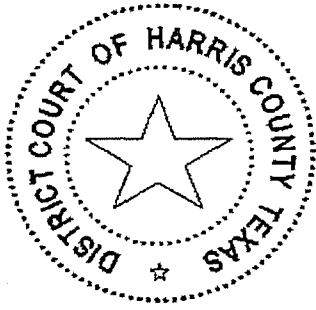
2/5/2014 1:53:35 PM
Chris Daniel - District Clerk
Harris County
Envelope No: 392074
By: FLORES, DANIEL

IT IS SO ORDERED.

SIGNED on the 17 day of February, 2014.



JUDGE JEFF SHADWICK



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this March 4, 2014

Certified Document Number: 59670531 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 22

21003

To(OWNER): Beaumont I. S. D.
3395 Harrison Avenue
Beaumont, TX 77706

Project: Smith Middle School
Restroom Renov/Auditorium Improve
4415 Concord Road
Beaumont, Texas 77703

Application No: 7
Invoice No: 1246
Period To: 3/26/2015

From: SeTEX Construction Corp.
P.O. Box 20678
Beaumont, TX 77720-0678

Via(Architect): ECM
4639 Gulf Star Drive
Destin, Florida 32541

Architect's
Project No: BISD #628700726
Invoice Date: 3/26/2015
Contract Date: 12/8/2010

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	137,751.00	0.00
Approved this month	0.00	0.00
TOTALS	137,751.00	0.00
Net change by change orders	137,751.00	

1. ORIGINAL CONTRACT SUM.....	\$	450,000.00
2. Net change by Change Orders.....	\$	137,751.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	587,751.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	569,000.00
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	569,000.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	569,000.00
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	0.00
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	18,751.00
(Line 3 less Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SeTEX Construction Corp.

State of: TX County of: Jefferson
Subscribed and sworn to before me this _____ day of _____, 20

Notary Public: Sherry Daniels
My Commission expires: 6/6/2017

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 0.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: ECM

By _____ Date _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 7
 Application Date: 3/26/2015
 Period To: 3/26/2015
 Architect's Project No: BISD #628700726

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED		MATERIAL STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
1	Gen Cond/Bonds/Insur/Permits	17,000.00	17,000.00	0.00	0.00	17,000.00	100	0.00	0.00
2	General Cond/Temp Services	16,000.00	16,000.00	0.00	0.00	16,000.00	100	0.00	0.00
3	Jobsite Security (3-23-11)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
4	Gen Cond/SeTEX Supervision	24,000.00	24,000.00	0.00	0.00	24,000.00	100	0.00	0.00
5	SeTEX Pre-Const Services	8,000.00	8,000.00	0.00	0.00	8,000.00	100	0.00	0.00
6	Concrete Repair & Patch	5,693.00	5,693.00	0.00	0.00	5,693.00	100	0.00	0.00
7	Masonry Repairs	13,774.00	13,774.00	0.00	0.00	13,774.00	100	0.00	0.00
8	Misc. Caulk & Waterproof	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
9	Misc. Iron & Steel	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
10	Rough & Finish Carpentry	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
11	Drywall & Studs	2,591.00	2,591.00	0.00	0.00	2,591.00	100	0.00	0.00
12	Doors/Frames/Hardware	7,287.00	7,287.00	0.00	0.00	7,287.00	100	0.00	0.00
13	Toilet Partitions & Specialties	14,306.00	14,306.00	0.00	0.00	14,306.00	100	0.00	0.00
14	Metal Lockers & Benches	22,568.00	22,568.00	0.00	0.00	22,568.00	100	0.00	0.00
15	Interior Signage	917.00	917.00	0.00	0.00	917.00	100	0.00	0.00
16	Electric Projection Screens	4,200.00	4,200.00	0.00	0.00	4,200.00	100	0.00	0.00
	Subtotal	142,336.00	142,336.00	0.00	0.00	142,336.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 7
 Application Date: 3/26/2015
 Period To: 3/26/2015
 Architect's Project No: BISS #628700726

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIAL STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
17	Scaff Lifts @ Stage (3-23-11)	6,296.00	6,296.00	0.00	0.00	6,296.00	100	0.00	0.00
18	Painting & Finishing	24,356.00	24,356.00	0.00	0.00	24,356.00	100	0.00	0.00
19	Resinous Quartz Flooring	52,528.00	52,528.00	0.00	0.00	52,528.00	100	0.00	0.00
20	Electrical/Temp/Stage Lighting	49,480.00	49,480.00	0.00	0.00	49,480.00	100	0.00	0.00
21	Fire Alarm	650.00	650.00	0.00	0.00	650.00	100	0.00	0.00
22	HVAC/Grilles (3-23-11)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
23	Plumbing Work	32,500.00	32,500.00	0.00	0.00	32,500.00	100	0.00	0.00
24	Fire Sprinklers/RePipe/Heads	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	0.00
25	Sod Grass & Grounds Repair	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	0.00
26	Temp Protection (3-23-11)	6,657.00	6,657.00	0.00	0.00	6,657.00	100	0.00	0.00
27	SeTEX Demolition	8,200.00	8,200.00	0.00	0.00	8,200.00	100	0.00	0.00
28	Demo Subcontractor	5,800.00	5,800.00	0.00	0.00	5,800.00	100	0.00	0.00
29	SeTEX Carpenter	10,353.00	10,353.00	0.00	0.00	10,353.00	100	0.00	0.00
30	SeTEX Field Laborer	19,800.00	19,800.00	0.00	0.00	19,800.00	100	0.00	0.00
31	Floor Drain Repairs (3-23-11)	7,578.00	7,578.00	0.00	0.00	7,578.00	100	0.00	0.00
32	Rem/Reinstall Canopy (3-23-11)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
	Subtotal	227,398.00	227,398.00	0.00	0.00	227,398.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 7
 Application Date: 3/26/2015
 Period To: 3/26/2015
 Architect's Project No: BISD #628700726

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIAL STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
33	Audio/Video System Allow	15,200.00	15,200.00	0.00	0.00	15,200.00	100	0.00	0.00
34	SeTEX Cont Allow (3-23-11)	6,735.00	6,735.00	0.00	0.00	6,735.00	100	0.00	0.00
35	Change Order No. 1 (2-7-11)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
36	** Shr Plumbing	18,267.00	18,267.00	0.00	0.00	18,267.00	100	0.00	0.00
37	**Shr. Partitions	2,275.00	2,275.00	0.00	0.00	2,275.00	100	0.00	0.00
38	**Shr. Lights	1,477.00	1,477.00	0.00	0.00	1,477.00	100	0.00	0.00
39	**Shr. Elect. Upgrade	8,161.00	8,161.00	0.00	0.00	8,161.00	100	0.00	0.00
40	**Shr. Duct Work	7,800.00	7,800.00	0.00	0.00	7,800.00	100	0.00	0.00
41	**Shr. Duct Power	1,132.00	1,132.00	0.00	0.00	1,132.00	100	0.00	0.00
42	**Shr. W&D Power	2,612.00	2,612.00	0.00	0.00	2,612.00	100	0.00	0.00
43	**Shr. Washer & Dryer Eq.	1,056.00	1,056.00	0.00	0.00	1,056.00	100	0.00	0.00
44	**Aud. Lights at Entry Elec.	2,221.00	2,221.00	0.00	0.00	2,221.00	100	0.00	0.00
45	**Aud. Electrician Upgrades	4,291.00	4,291.00	0.00	0.00	4,291.00	100	0.00	0.00
46	**CO No. 1 GC Fee	4,929.00	4,929.00	0.00	0.00	4,929.00	100	0.00	0.00
47	**Arch. & Engineer Fees	8,530.00	8,530.00	0.00	0.00	8,530.00	100	0.00	0.00
48	**Program Manager Fee (ECM)	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
	Subtotal	114,686.00	114,686.00	0.00	0.00	114,686.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 7
 Application Date: 3/26/2015
 Period To: 3/26/2015
 Architect's Project No: BISD #628700726

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIAL STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
49	**Original CMAR Fee	45,000.00	45,000.00	0.00	0.00	45,000.00	100	0.00	0.00
50	CP#2 (3-23-11) Changes	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
51	Plumbing Boys RR	12,311.00	12,311.00	0.00	0.00	12,311.00	100	0.00	0.00
52	U Stalls Boys RR	2,925.00	2,925.00	0.00	0.00	2,925.00	100	0.00	0.00
53	Mirrors Boys RR	530.00	530.00	0.00	0.00	530.00	100	0.00	0.00
54	Flooring In Entry Hall	5,642.00	5,642.00	0.00	0.00	5,642.00	100	0.00	0.00
55	Paint In Entry Hall	662.00	662.00	0.00	0.00	662.00	100	0.00	0.00
56	Paint In Book Room	867.00	867.00	0.00	0.00	867.00	100	0.00	0.00
57	Drywall In Book Room	6,300.00	6,300.00	0.00	0.00	6,300.00	100	0.00	0.00
58	Flooring In Book Room	845.00	845.00	0.00	0.00	845.00	100	0.00	0.00
59	Misc. Painting	350.00	350.00	0.00	0.00	350.00	100	0.00	0.00
60	Misc. Electrical Aud. Etc.	6,175.00	6,175.00	0.00	0.00	6,175.00	100	0.00	0.00
61	Electrical Hand Dryers	2,973.00	2,973.00	0.00	0.00	2,973.00	100	0.00	0.00
62	Savings Credit	18,751.00	0.00	0.00	0.00	0.00	0	18,751.00	0.00
	Subtotal	103,331.00	84,580.00	0.00	0.00	84,580.00	82	18,751.00	0.00

CONTINUATION SHEET

Application Number: 7
 Application Date: 3/26/2015
 Period To: 3/26/2015
 Architect's Project No: BISS #628700726

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED		MATERIAL STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
	Invoice Total	587,751.00	569,000.00	0.00	0.00	569,000.00	97	18,751.00	0.00

EXHIBIT 23

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – February 17, 2011

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, February 17 2011 at 7:20 p.m. in the Board Room of the Administration Building of the District located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Woodrow Reece, President
Janice Brassard, Vice President
Terry Williams, Secretary
Gwen Ambres, Member
Dr. William Nantz, Member
Tom B. Neild, Member
Bishop Ollis E. Whitaker

Absent: None

School Officials

Present: Superintendent, Dr. Carrol A. Thomas; Deputy Superintendent, Dr. Shirley Bonton; Assistant Superintendents, Dr. David Harris, Dr. Timothy Chargois, Mr. Philip Brooks; Chief Business Officer, Mr. Robert Zingelmann; Executive Director of Personnel, Ms. Sybil Comeaux; Special Assistant to the Superintendent, Jessie Haynes and School Attorney, Melody Chappell

Absent: None

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The Ozen High School NJROTC presented the colors. Students from Fletcher Elementary School, Marisol Salizar in the 4th grade and Jaci Frank in the 2nd grade, led the pledges for the United States and the Texas flags.

INVOCATION

The invocation was given by Selena Lewis, an 11th grade student at the Paul Brown Center.

APPROVAL OF THE MINUTES

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve the minutes of the regular meeting held January 20, 2011 and the special meeting held January 22, 2011.

President Woodrow Reece called for a vote of the minutes.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

REPORTS

1. **Status of State Comp Ed Funds Report** – submitted electronically
2. **Minutes of the District Educational Improvement Committee (DEIC) Meeting, September 27, 2010** – submitted electronically

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Bond 2007 Update** – Dr. Thomas announced that the facilities update would be a part of the state of the district address later in the meeting.
2. **Waterford Program in Elementary Schools** – Dr. Bonton, deputy superintendent for curriculum, instruction and elementary administration, presented an overview of the program in all of the elementary schools.
3. **Texas Business and Education Coalition (TBEC) Recognizes Homer Drive and Regina Howell Elementary Schools** – Trustees honored two schools and their principals: Ms. Ava Colbert, principal of Homer Drive Elementary, and Ms. Rose Hardy, principal of Regina-Howell Elementary, for having been named a TBEC Honor Roll School in the State of Texas.
4. **National Center for Educational Achievement (NCEA) Identified Sixteen (16) BISD Schools** – Trustees honored the 2010 NCEA High Performance Schools for Texas:

Amelia Elementary	Holley Hancock
Curtis Elementary	Susan Thrash-Brown
Dunbar Elementary	Wayne Wells
Field Elementary	Lydia Bahsen
Fletcher Elementary	Rachel Hebert-Morse
French Elementary	Jackie Lavergne
Homer Drive Elementary	Ava Colbert
Lucas Elementary	Patricia Blueford
Martin Elementary	Martha Fowler
Ogden Elementary	Alma Brown
Price Elementary	Rachel Jones
Marshall Middle	Shannon Allen
Martin Luther King, Jr.	Michael Shelton
Odom Academy	Tillie Hickman
Central Medical Magnet High	Pat Lambert
5. **State of the District** – Dr. Thomas announced that he would not show the presentation, but would talk about updates throughout the district. Dr. Thomas announced that the district had held several meetings with the company interested in partnering with the district to build an event center and hotel; however, it was determined by the Building and Grounds Committee and administration that the district would not pursue this partnership any longer. Dr. Thomas stated that the district would continue to work towards finding funds for an event center.

Dr. Thomas reported to Trustees that the district had been working towards being prepared for a shortfall of public funds. The district plans to see some gains due to the consolidation of elementary campuses, none replacement of

personnel who resign/retire unless it is necessary, a freeze on hiring and a review of all budgets for absolute costs only.

Trustee Tom Neild requested budget workshops be scheduled periodically in order to keep Trustees abreast of current situations.

RECESS

President Reece declared a recess at 8:15 p.m. to congratulate principals and staff recognized during the Report of the Superintendent. The recess ended at 8:25 p.m.

COMMUNICATIONS

1. **Sandra Major, 4145 Pinehurst, Dr.**, spoke about spending money on "posh" transportation vehicles using ExxonMobil grant money.
2. **Danny Major, 4145 Pinehurst Dr.**, spoke about the Walker electrical contract, SAT and ACT scores incorrectly presented to the public.
2. **Amy Dean, 6240 West Bend**, spoke about funds for playground equipment and the importance of physical activity in the elementary school day.
3. **Happy Driscoll, 1285 19th St.**, spoke about statistics released by the Center for Disease Control and overweight adolescents, thus a need for playground equipment.
4. **Jehan King, 7355 Silverwood**, asked Trustees to speak out to legislators and not support larger class sizes at all levels.

SIGN-UP

1. **Raquel West, 1155 Threadneedle**, asked Trustees to look at the student zoning around Ozen High School and the dropping enrollment.
2. **Tracy Reinholt, 1115 Central Dr.**, spoke to Trustees about the Box Tops for Education endeavor at Regina Howell and the benefits of the program for the library.
3. **Paul Gresham, 950 Brandywine**, stated she was going to speak the truth about playground equipment and the district's response.
4. **Julien Owens, 4485 Glen Oaks Circle**, spoke to Trustees on behalf of the students of Ozen and their wanting to be aware of what is going on in the district.

ACTION ITEMS

APPROVAL OF EXHIBITS "A.1", "A.2", A.3", "B", "C" and "D"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "A.1", "A.2", "A.3", "B", "C" and "D"

Tax Collection Report (Exhibit "A.1") – Administration recommended acceptance of the Tax Collection Report in the amount of \$64,802,913.06 including certification of tax collections for the month of January 2011; tax collector monthly report of January 2011; and deposit distribution of January 2011.

(Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, January 2011; debt service reports, January 2011; capital projects report, January 2011; internal service funds January 2011; scholarship fund report, January 2011; and investment report, January 2011.

Amendments to 2010-11 Budget (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199.0 General Fund	#080
205.1 Head Start	#081
211.1 Title I Part A Improving Basic Programs	#082
224.1 IDEA Part B Formula	#083
404.0 Algebra Readiness Grant Smith MS	#084
487.1 ExxonMobil Reading Initiative Program	#085
488.1 Texas School Ready	#086
492.1 Thomas Center Scoreboard Funds	#087
650.1 Local Capital Projects	#088

Approved Third Year Option for School Leaders Errors and Omissions Insurance and Law Enforcement Liability Insurance Coverage (Exhibit "B") – Administration recommended approval of renewal terms from USI/National Union for \$47,421.00 for School Leaders Errors and Omissions Insurance and USI/Lexington for \$45,415.54 for Law Enforcement Liability Insurance Coverage.

Approved Fourth Year Option for Employee Assistance Program (EAP) for the 2010-2011 School Year (Exhibit "C") – Administration recommended approval of Interface EAP of Houston to continue the district EAP program at the same estimated cost of \$57,420.00

Approved Board Resolution Extending Depository Contract for Funds of Beaumont ISD for the Period September 1, 2011 to August 31, 2013 (Exhibit "D") – Administration recommended approval of the resolution extending the depository contract for funds with the Bank of America for the period September 1, 2011 to August 31, 2013.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

Approval of Exhibits "E", "F.1", "F.2", "F.3", "F.4" and "F.5"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "E", "F.1", "F.2", "F.3", "F.4" and "F.5".

Second Year Option for Term Contract for Electrical Plumbing, HVAC and Miscellaneous Operational Supplies for the 2010-2011 School Year (Exhibit "E") – Administration recommended extending the contract with the same terms and conditions of the base year award with Summit Electric Supply, Ralph's Industrial Electronics, Coburn's Supply, Johnson Supply, Grainger Inc. Apple Specialties and A-1 Sheet Metal & A/C Inc.

Approved Third Year Option for Term Contract for Paper-Print Shop for the 2010-2011 School Year (Exhibit "F.1") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with Bosworth.

Approved Third Year Option for Term Contract Janitorial Supplies for the 2010-2011 School Year (Exhibit "F.2") – Administration recommended extending

the contract with the same terms and conditions of the base year award with Quest Cleaning and Sanitary Supply.

Approved Third Year Option for Term Contract for Doors and Hardware Supplies for the 201-2011 School Year (Exhibit "F.3") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with IDN Acme (5-6% increase), Acme Architectural Hardware and Beaumont Architectural Sales & Service.

Approved Third Year Option for Term Contract for Ballasts and Fixture for the 2010-2011 School Year (Exhibit "F.4") – Administration recommended extending the contract with the same terms and conditions of the base year award with Voss Lighting and Grainger Industrial Supply.

Approved Third Year Option for Audio Visual for 2010-2011 School Year (Exhibit "F.5") – Administration recommended extending the contract with a price redetermination based on manufacture's cost with Voss Lighting and VSA, Inc.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT "G"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approved Exhibit "G".

Approved Competitive Sealed Proposal for West Brook High School Auditorium Project (Exhibit "G") – Five (5) contractors submitted responses to the Request for proposal with the correct number of proposals for review. Administration recommended entering into negotiations with Morganti/CPNA in the amount of \$7,339,000 and verified by Morganti that the work can be done at the bid price as stated.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, and Bishop Whitaker

NAYS: Mr. Neild

APPROVAL OF EXHIBIT "H" and "I"

Dr. William Nantz moved, seconded by Mr. Terry Williams to approved Exhibit "H" and "I".

Approved Construction Manager at Risk Proposal for West Brook High School Phase 1 Classroom Additions (Exhibit "H") – Three (3) contractors submitted responses to the request for proposal with one company non response on the submission of cost for pre-construction services or the percentages of the GMP for general conditions or construction management. Administration recommended Fibrebond as the Construction Manager at Risk (CMAR) for Phase 1 classroom additions at West Brook High School.

Approved Competitive Sealed Proposal for West Brook High School Phase 3 Interior Renovation Project (Exhibit "I") – Five (5) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with N & T Construction Co. in the amount of \$1,721,000.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "J" and "K"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "J" and "K".

Approved Competitive Sealed Proposal for West Brook High School Phase 5 Field House Project (Exhibit "J") – Eight (8) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with HRE in the amount of \$1,937,192.16.

Approved Competitive Sealed Proposal for Central Medical Magnet High School Field House Addition (Exhibit "K") – Nine (9) contractors submitted responses to the Request for Proposal. Administration recommended entering into negotiations with Triad Construction Corp. in the amount of \$1,035,000.00.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Mr. Williams, Ms. Ambres, and Bishop Whitaker

NAYS: Ms. Brassard, Dr. Nantz, and Mr. Neild

APPROVAL OF EXHIBITS "L", and "M"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "L" and "M".

Approved the Sallie Curtis Elementary School Guaranteed Maximum Price (Exhibit "L") – Administration recommended approval of the remaining amount of Guaranteed Maximum Price (GMP) for Sallie Curtis in the amount of \$15,528,654.00 which totals to \$18,902,923.00.

Approved the Water Line Easement for Curtis Elementary School (Exhibit "M") – Administration recommended authorizing the Superintendent to execute an easement agreement with the City of Beaumont at the Curtis Elementary property site.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "N"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "N".

Approved a Change to the Willie Ray Smith Middle School Renovations Contract (Exhibit "N") – Administration recommended approval of change in cost representing architect and engineering fees for an additional amount of \$137,751.00 with SETEX Construction which brings the total project cost to \$587,751.00

President Woodrow Reece he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, and Dr. Nantz,
Bishop Whitaker

NAYS: Mr. Neild

APPROVAL OF EXHIBITS "O.1", "O.2", "O.3", "P", "Q", and "R"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits "O.1", "O.2", "O.3", "P", "Q", and "R".

Approved Ogden Campus as the Location for the Adult Education Center (Exhibit "O.1") – Administration recommended Ogden campus as the location for the Adult Education Center

Approved Field Elementary School as the Administration Annex (Exhibit "O.2") – Administration recommended Field Elementary School as the site for the Administration Annex.

Approved the Annex Site for Police and Auxiliary (Exhibit "O.3") – Administration recommended the present Administration Annex site for the Police department and auxiliary staff.

Approved the Amended Exhibit to Name the New School at the Fehl Site as the (Exhibit "P") – Administration recommended the name at the Fehl site as the Louie M. Fehl and A. L. Price Elementary School.

Approved the 2009-2010 Academic Excellence Indicator System (AEIS) Report, the Campus Comparable Improvement Report, the Campus Performance Objectives, the Student Performance in Postsecondary Institutions Report; the Accountability for Safe Schools Report; and the 2009-2010 School Report Card (Exhibit "Q") – Administration recommended approval of reports as submitted.

Approved the School Calendar for the 2011-2012 School Year (Exhibit "R") – Two (2) calendar proposals for 2011-2012 were sent to schools, administration and staff for a vote. Administration recommended approval of Calendar Proposal "A" which received 1198 votes. Calendar proposal "B" received 702 votes.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBITS "S"

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit "S".

Considered Purchase of Playground Equipment (Exhibit "S") – Trustees considered proposal by Trustee Tom Neild that the Board allow Bond money from owner's contingency be funded for the nine (9) new campuses in the amount of \$100,000 each for the sole purpose of playground equipment; and, that each campus assign a PTA member, a coach and the principal to come back to administration within sixty (60) days with a program design.

President Woodrow Reece called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, and Bishop Whitaker

NAYS: Mr. Neild

APPROVAL OF EXHIBIT “T”, “U” and “V”

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibits “T”, “U” and “V”.

Approved Employment of a Demographer to Prepare Redistricting Data in Accordance with the 2010 Census Data (Exhibit “T”) – Administration recommended employing Dr. L. Tom Sanders, Dean of Student Development and Institutional Planning at Lee College in Baytown, Texas at a hourly rate of \$150.00 plus additional estimated cost of approximately \$2,500 to acquire the relevant census data. Mr. Sanders will be invoiced through the office of the district’s attorney, Ms. Melody Chappell.

Approved Amended Election Order and Notice Approved January 20, 2011 for the May 14, 2011 Election for Trustee Districts I, II, III, IV and V with Proposition for all District (Exhibit “U”) – Administration recommended approval of amendment to the election order and notice prompted by a change in polling locations.

Approved First Reading of Additions, Revisions or Deletions of (LOCAL) Polices as Recommended by TASB Policy Localized Policy Manual Update 89 (Exhibit “V”) – Administration recommended approval of first reading of additions, revisions or deletions of (LOCAL) policies: BED, Board Meeting; CKB, Safety Program/Risk Management; DGBA, Personnel-Management Relations; EEJA, Individualized Learning/Credit by Exam w/Prior Instruction; EEJB, Individualized Learning/Credit by Exam without Prior Instruction; EEJC, Individualized Learning, Correspondence Courses; EHDB, Alternative Methods for Earning Credit, Credit by Exam with Prior Instruction; EHDC, Alternative Methods for Earning Credit, Credit by Exam without Prior Instruction; EHDD, Alternative Methods for Earning Credit, College Course Work/Dual Credit; EHDE, Alternative Methods for Earning Credit, Distance Learning; and FD, Admission

President Woodrow Reece he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

APPROVAL OF EXHIBIT “W”

Dr. William Nantz moved, seconded by Mr. Terry Williams, to approve Exhibit “W”.

Approved Procedure “Participation in Graduation Exercises (Amended “W”)

Janice Brassard moved to amend the motion to read: students participating in graduation will be those graduating on time or early with a second line for those within one (1) credit and/or need only to pass the TAKS examination to meet all graduation requirements. Terry Williams seconded the motion to amend.

President Woodrow Reece he called for a vote of the amendment.

YEAS: Mr. Reece, Ms. Brassard, Ms. Ambres, Dr. Nantz, and Mr. Neild

NAYS: Mr. Williams and Bishop Whitaker

President Woodrow Reece called for a vote of the original motion as amended.

YEAS: Mr. Reece, Ms. Brassard, Ms. Ambres, Dr. Nantz, and Mr. Neild

NAYS: Mr. Williams and Bishop Whitaker

PERSONNEL

President Woodrow Reece announced at 10:25 a.m. in the public (open) meeting that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) of Texas Government Code, and that any action which the Board might take would be in public (open) session immediately following. The executive (closed) meeting ended at 11:06 p.m. and the Board in public (open) session acted on the following matters:

Dr. Nantz motioned, seconded by Mr. Williams, to approve the following personnel recommendations:

1. Removal of Deceased Employee from Professional Roster

Sherry L. Ryals, Title I Curriculum Coordinator, Martin Elementary, effective January 6, 2011

2. Reinstatement

Clemente Spann, Social Studies, Central High School, TBD

3. Resignations

Cynthia Fitzgibbons, Assistant Director/Child Nutrition, Administration, effective January 7, 2011

Aria Fowler, Industrial Technology, Austin Middle, effective December 17, 2010

4. New Employee Contract Recommendations

Donna Austin, English, Brown Center, effective January 3, 2011 and ending June 4, 2011

Dalana Bennett, Reading, King Middle, effective January 3, 2011 and ending June 4, 2011

Rachel A. Hamilton, Speech Therapist, Fletcher Elementary, effective January 6, 2011 and ending June 4, 2011

Margaret J. Kelly, Nurse, Fletcher Elementary, effective December 6, 2010 and ending June 4, 2011

Kanasha Limbrick, Nurse, Lucas PreK, effective January 24, 2011 and ending June 4, 2011

Meagan Parker, English, West Brook High, effective January 10, 2011 and ending June 4, 2011

Candace Reid, Title I Mathematics, Smith Middle, effective January 3, 2011 and ending June 4, 2011

Peter Thielen, Reading, Smith Middle, effective January 3, 2011 and ending June 4, 2011

President Reece called for additions or corrections to the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

5. Administrative Recommendations - None

President Woodrow Reece called for questions of the motion, there being none, he called for a vote.

YEAS: Mr. Reece, Ms. Brassard, Mr. Williams, Ms. Ambres, Dr. Nantz, Mr. Neild, and Bishop Whitaker

NAYS: None

Dr. Thomas announced the following transfers would be effective the 2011-2012 school year:

Rachel Jones, Director of Staff Development
Cynthia Washington, Principal of Louie M. Fehl and A. L. Price Elementary School
Jackie Lavergne, Principal, Dr. Mae E. Jones-Clark Elementary School

President Reece asked the newly transferred administrators to remain for greetings after the close of the meeting.

ADJOURNMENT

President Reece asked if there was any other business to come before the board; there being none, he adjourned the meeting at 11:12 a.m., Saturday, February 17, 2011.

Woodrow Reece, President
Beaumont ISD Board of Trustees

Terry D. Williams, Secretary
Beaumont ISD Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

TO : Dr. Carrol A. Thomas, Jr.
Superintendent of Schools

EXHIBIT "J"
Page 1 of 8

FROM: Robert Zingelmann
Chief Business Officer

RZ

APPROVED

DATE : February 17, 2011

SUBJECT: Consider and, if Appropriate Take Action to Approve Competitive Sealed
Proposal for West Brook High School Phase 5 Field House Project

Evaluations for the Renovation and Sprinkler upgrades at West Brook High School are complete. We had several firms attend the pre-proposal meeting on December 14, 2010. Of those contractors that attended eight submitted responses to the RFP. All Contractors were responsive as they did submit the correct number of proposals for review.

Evaluators were Robert Mann, BISD, Mark Anthony Rodriguez PM Parsons, Robert Tai architect of record for STOA Architects. There were 2 parts to the evaluation; the submitted response to the RFP and an Evaluation.

After a due diligence investigation, it is the recommendation by Parson's to recommend acceptance of the low bidder (HRE) to perform the stated work for the West Brook High School Field House.

It is our recommendation that the District enter into contract negotiations with **HRE, in the amount of \$1,937,192.16.**

AGENDA
February 11, 2011

FEB 18 2011

February 11, 2011

Robert Zingelmann
Chief Business Officer
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

Re: West Brook Field House

Dear Robert:

We have fully investigated the West Brook Field House proposals.

The status of due diligence is:

West Brook FH

The budget is \$2.087 Mil

HRE \$1.937

L&L \$2.034

Turner \$2.040

N&T \$2.112

HRE – has lowest bid. However a CSP award is based on best value to the District. The Selection Committee's lower scoring reflected questionable performance issues with HRE based on references. The Selection Committee recommended L&L. However the Board has the authority to choose who they prefer, after fully evaluating the due diligence. L&L and HRE offered to meet the 25% LMWBE participation. However neither developed a plan beyond promises.

Turner has developed a plan to use mentor protégé relationships with local MWBE firms. They have offered to sponsor their popular Turner University again to the Beaumont community. This effort complements, to the fullest extent possible, the Board's directive for maximum possible local MWBE participation.

Action Plan: HRE must issue a letter standing by their bid acknowledging their price. We have requested a letter re-confirming that they will stand by their price, but they have not issued one as of today's date. John Saunders, COO, has committed verbally to me at 6 PM (2/9/11) that he will issue a letter standing by their price; summarize their plan for local MWBE participation; that they will meet our schedule needs for opening date; and that the current disagreements regarding design issues at the Prototypes will not affect their construction performance on this project. He further agreed to provide relevant references to address the committees' concern about performance issues.

Sincerely,


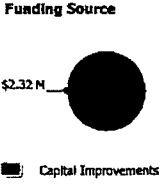
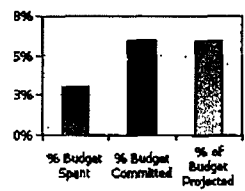
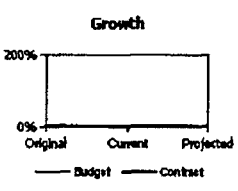


Ed Caillouette
Program Director
Beaumont ISD Bond Program
ed.caillouette@parsons.com



Program\Beaumont ISD\1. High Schools\West Brook HS - Ph. 5

Project Manager: Mark Rodriguez
 Architect Engineer: STCA Architects
 Contractor: [Redacted]
 Project: HS - 0202.03.03
 Project Stage: Procurement

Scope of Work:
 The athletic field house will be upgraded and expanded to facilitate the increase of students.

Project Phases:

Project Phase	Baseline Start	Baseline Finish	Actual/Projected Start	Actual/Projected Finish	2010		2011	
					J	F	M	A
Pre-Design	1/4/2010	2/4/2010	1/4/2010	2/4/2010				
Design	4/5/2010	10/20/2010	4/5/2010	10/20/2010				
Bid and Award	10/21/2010	11/18/2010	10/21/2010	11/18/2010				
Construction	11/19/2010	8/1/2011	11/19/2010	8/1/2011				
Contract Close Out	7/18/2011	8/31/2011	7/18/2011	8/31/2011				

Cost Status by Budget Category:

Budget Category	Original Budget	Planned Budget	Original Contract	Proposed Changes	Executed Changes	Current Contract	Project Mgr. Adj.	Approved Not Paid	Paid To Date	Proj. Cost @ Compl.	Variance
Construction											
Base Construction		\$2,086,532								\$2,086,532	
Owner-Controlled Construction Contingency											
Pre-Construction											
General Conditions											
Profit & O/H											
P&P Bond											
GC Allowance											
Other Costs - Construction											
Franchise Utilities											
City Upgrade Requirements											
Private Utilities											
Regional Construction Premium											
Escalation Contingency											
Construction Managers Fee											
Liability & Builders Risk Insurance											
Add Premium Improvement											
Construction Subtotal		\$2,086,532								\$2,086,532	
Soft Costs											
Demolition											
Abatement											
A/E Fees		\$125,192	\$130,889			\$130,889		\$5,492	\$66,113	\$130,889	(\$5,697)
FF & E											
AV/IT											
Printing											
PM Fees											
ROCP											
Other Professional Services											
T-Bldg Phasing											
Owner-Controlled Contingency		\$104,327								\$104,327	
Other Cost - Soft											
LEED Certification Administration											
Geotechnical			\$3,110			\$3,110				\$3,110	(\$3,110)
Materials Testing											
Commissioning											
Relocation Logistics											
Land Acquisitions											
Bond Fees											
Management and Expenses											
Permits		\$6,260								\$6,260	
Surveys			\$2,520			\$2,520				\$2,520	(\$2,520)
Easements											
Testing and Balancing											
Soft Costs Subtotal		\$235,778	\$136,519			\$136,519		\$5,492	\$66,113	\$297,105	(\$11,327)
Project Total		\$2,322,310	\$1,365,519			\$1,365,519		\$5,492	\$66,113	\$2,333,637	(\$11,327)

Remarks:
 West Brook High School Field House
 Monthly Project Status (January): CDs have been available for contractor; bids are schedule to be received on January 13, 2011.
 Weekly Project Status (January 12, 2011): Bids and proposal to be review on January 13, 2011 for Parsons Recommendation to the January Board meeting.

Parsons 3DI
 1900 West Loop South
 Houston, Texas 77027
 Budget
 For

West Brook High School Phase 5

DATE: Aug. 12, 2009

Description	Qty.	Unit	Unit Price	% Of Total	Total
Replace Roofs On Main Building		L.S.	\$ 2,284,052.00	0.00%	\$ -
Upgrade Field House	1	L.S.	\$ 1,500,000.00	100.00%	\$ 1,500,000.00
Interior Upgrades		L.S.	\$ 500,000.00	0.00%	\$ -
Restroom Exhaust Fans		L.S.	\$ 10,000.00	0.00%	\$ -
Heating Up Grades		L.S.	\$ 175,000.00	0.00%	\$ -
Emergency Lighting		L.S.	\$ 65,000.00	0.00%	\$ -
Increase Seating Area In Cafeteria		L.S.	\$ 700,000.00	0.00%	\$ -
Perimeter Fencing		L.S.	\$ 22,400.00	0.00%	\$ -
Fix Traffic & Parking Conditions		L.S.	\$ 175,000.00	0.00%	\$ -
Increase Lighting In Gyms		L.S.	\$ 50,000.00	0.00%	\$ -
				100.00%	\$ 1,500,000.00
Design Contingency	10.00%				\$ 150,000.00
					\$ 1,650,000.00
Premium For Beaumont	4.50%				\$ 74,250.00
					\$ 1,724,250.00
Escalation	6.15%				\$ 106,041.38
Estimated Cost Of Work					\$ 1,830,291.38
General Requirements & Gen. Conditions	6.00%				\$ 109,817.48
Contractors Profit	6.00%				\$ 109,817.48
Liability & Builders Risk Insurance	1.00%				\$ 18,302.91
Bond	1.00%				\$ 18,302.91
Total Estimated Cost Of Construction					Construction Budget \$ 2,086,532.17
Owners Contingency	0.00%				\$ -
Building Permit	0.00%				\$ -
A & E Fees	0.00%				\$ -
Total Project Cost					\$ 2,086,532.17

**Beaumont Independent School District
WEST BROOK HIGH SCHOOL
FIELD HOUSE ADDITION/RENOVATION**

Competitive Sealed Proposal - RFP# 10-029B

Date Tuesday, January 11, 2011 2:00 pm

PRICE PROPOSAL SUMMARY FORM

(This two page form must be completed and included in Tab - 2 of the CSP)

ITEM	DESCRIPTION OF WORK	LUMP SUM PRICE
1	Furnish all labor, materials, equipment and insurance as indicated in Set - (ARCH, BISD, Approved Scope of Work) and all services related to the Work as indicated in the AIA 101 and AIA 201.	<u>1,998,471.74</u>
2	Portion of total cost assigned to Insurance to comply with the requirements of the BISD ROCIP included in the item 1	<u>\$44,675.25</u>
3	Cost of Insurance deduct to comply with the requirements of the BISD ROCIP removed from the total cost for item 1 (Same number as line 2)* *Subject to final acceptance	(-) <u>\$61,279.58</u>
4	TOTAL PROPOSED PRICE (Subtract line 3 from line 1)	<u>\$1,937,192.16</u>
5	Identify Moving/Storage Allowance included in Line 1	<u>\$25,000</u>
6	Identify Contingency Allowance included in Line 1	<u>\$150,000</u>
7	Identify Structural Repair Allowance included in Line 1.	<u>\$75,000</u>

Parsons/Beaumont ISD

3395 Harrison Avenue, Beaumont, Texas 77706
 Phone: (409) 899-9972



TO: Mr. Robert Zinglemann
 Chief Business Officer, Beaumont ISD

FROM: Mark Anthony Rodriguez
 Project Manager

DATE: 2/10/2011

SUBJECT: **RECOMMENDATION ACCEPTANCE FOR:** West Brook High School Field House
 Addition and Renovation

PROJECT No. 02.02.03.05

Please confirm that this represents your recommendation for the acceptance of the above-mentioned bid.

Contractor:	Healthy Resources Enterprise Inc.	
Bid Award:	Base Bid @	\$1,998,471.74
	Cost Deduct of Rocip	\$-61,279.58
TOTAL	Contract Award	\$1,937,192.16
Budget Available (code)	Base Construction	\$2,086,532.17
TOTAL Available		\$149,340.01

Confirmed : Mark Rodriguez
 NAME, Project Manager

2/10/11
 Date

Recommended : _____
 Robert Zinglemann, Chief Business Officer

 Date

Approved : _____
 Dr. Carrol Thomas, Superintendent of Schools

 Date

cc: file

CSP RFP EVALUATION RESULTS

West Brook HS Ph. 5 - Field House Renovation

RFP Advertised: December 11, 2010

Proposals Received: January 13, 2011

Evaluation Complete: January 17, 2011

QA/QC Complete: January 19, 2011

Evaluation Team: Mark Rodriguez (Parsons)
Robert Tai (STOA)
Robert Mann (BISD)
Evaluator/Interviewer 04
Evaluator/Interviewer 05
Evaluator/Interviewer 06
Evaluator/Interviewer 07
Evaluator/Interviewer 08
Evaluator/Interviewer 09
Evaluator/Interviewer 10

Respondents:	Firm	Score	Spread	Rank
	L & L Contractors	170.27	0.00	1
	Turner	168.77	1.50	2
	N&T Construction	165.23	5.03	3
	HRE	160.23	10.03	4
	Bruces Construction	151.68	18.58	5
	Triad	150.45	19.82	6
	Morganti	141.42	28.85	7
	McInnis Construction	131.48	38.78	8

BISD L/M/WBE SPECIFICATIONS FORM AFFIDAVIT STATEMENT

Project Name: West Brook High School, Phase 5, Field House Project

Project No.: RFP #10-029B

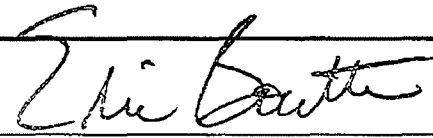
BISD 25 %

**FAILURE TO SUBMIT THIS COMPLETED AFFIDAVIT STATEMENT WITH THE
BID AT TIME OF BID OPENING WILL RESULT IN THIS BID BEING CONSIDERED
NON-RESPONSIVE.**

The undersigned bidder hereby certifies that they will comply with BISD's L/M/WBE Plan and the specifications of this bid in the following manner:

[Check all applicable categories]

1. THE L/M/WBE PARTICIPATION WILL MEET OR EXCEED THE STATED 25 %, WILL COMPLETE THE L/M/WBE UTILIZATION FORM.
2. THE L/M/WBE PARTICIPATION WILL BE LESS THAN THE STATED 25 %, WILL COMPLETE THE UTILIZATION FORM AND GOOD FAITH EFFORT FORM.
3. NO L/M/WBE PARTICIPATION, WILL COMPLETE GOOD FAITH EFFORT FORM.



Authorized Signature

Eric Boutte

Printed Signature

President & CEO

Title

Contact Name and Title (if different)

Healthy Resources Enterprise, Inc.

Company Name

713 - 673 - 8440 / 7136- 73 - 8412

Contact Telephone Fax

530 North Sam Houston Parkway East, #300

Address

eboutte@hre-inc.com

Email Address

Houston, TX 77060

City/State/Zip Code

January 13, 2011

Date

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 25 day of February in the year 2011
(In words, indicate day, month and year)

BETWEEN the Owner:

Beaumont Independent School District - Bisd
3395 Harrison Avenue
Beaumont, Texas 77706

and the Contractor:

HRE, Inc.,
530 N. Sam Houston Parkway, Suite 300
Houston, Texas 77060

for the following Project:

West Brook High School Ph.5
8750 Phelan Boulevard
Beaumont, Texas 77706
Field House Upgrades

The Architect:

STOA/Golemon/Bolullo Architects

The Program Manager:

Parsons Corporation
3395 Harrison Avenue
Beaumont, Texas 77706

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1936865604)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.1.1 OWNER AND CONTRACTOR

The Contractor accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Contractor's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Program Manager, Contractor and other persons or entities employed by the Owner for the Project.

§ 2.1.2 PROGRAM MANAGER

The Contractor shall insure that all communications and documentation between the Contractor and BISD flows through the Program Manager. The Program Manager and the Contractor shall each have a single point of contact. Each point of contact may designate secondary points of contact for specific issues to expedite the flow of technical information. The Contractor shall coordinate all project communication and documentation through program management software as designated by the Owner.

§ 2.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the contract shall be the AIA® Document A201™ -2007. General Conditions of the Contract for Construction, as modified by the owner which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, A201™ -2007 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in A201™ -2007 shall mean the Contractor.

Init.

§ 2.3 CONFLICT OF INTEREST

§ 2.3.1 No BISD staff or Board Member shall have any conflict of interest or potential conflict of interest with the Contractor or its agents, including a financial interest, in this Agreement, either currently, within the past two (2) years, or within one (1) year following separation from the District.

§ 2.3.2 The Contractor covenants that the Contractor has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by the Contractor. Neither the Contractor nor the Owner shall have any conflict of interest or potential conflict of interest, including a financial interest, with any BISD Staff, Board Member, contractor, subcontractor, vendor or supplier affected by this Agreement either currently or within the past two (2) years. This is not to include interest unknown due to involvements in retired accounts and/or investments that regularly acquire new stocks or bonds not under the direct control of the Contractor or its agent.

§ 2.3.3 No member or delegate of the Texas Legislature shall be admitted to any share or part of this Agreement, or to any benefit therefrom.

§ 2.3.4 The Contractor agrees that neither the Contractor nor its member companies nor their affiliated companies nor company principals nor their family members shall perform any direct design services in connection with Projects in which the Contractor has participated. The Contractor agrees that neither the Contractor nor its member companies nor their affiliated companies nor company principals nor their family members shall have any financial interest in a firm which performs any part of the design services in connection with Projects in which the Contractor has participated. The provisions of this Article are not intended to prevent the Contractor from performing follow-up work for others during subsequent phases of work at a particular site, but rather the Contractor is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Contractor under this Agreement.

§ 2.3.5 The Contractor agrees to include language in all its sub-contractor agreements stating that neither the subcontractor nor its member companies nor their affiliated companies nor company principals nor their family members shall perform any direct design services in connection with Projects in which that sub-contractor has participated. The Agreements must contain, among other things, a prohibition to preclude contractors, contractor firms and/or principals and family members from having any financial interest in a firm which performs any part of the design services in connection with Projects in which that sub-contractor has participated. The provisions of this Article are not intended to prevent the sub-contractor from performing follow-up work for others during subsequent phases of work at a particular site, but rather the sub-contractor is prohibited from activities which create conflicts of interest or apparent conflicts of interest as a result of work performed by the Contractor or by its sub-contractors under their agreements with the Contractor.

§ 2.3.6 Any such conflict or potential conflict of interest shall be disclosed to the Owner by the party having such conflict before the execution of this Agreement or within ten (10) days after discovering the conflict. Owner representatives not affected by the conflict or potential conflict shall determine the severity of the conflict, if any, and recommend the appropriate remedial action to resolve the conflict without adversely affecting the interest of the Owner and its project schedule. Such remedial action could include cancellation of this Agreement for the conflicting party.

§ 2.4 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Contractor shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§ 2.5 ADMINISTRATION

§ 2.5.1 The Contractor shall provide monthly written reports to the Owner, Program Manager and Architect on the progress of the entire Work. The Contractor shall maintain a daily log containing a record of weather, Subcontractors

Init.

working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

§ 2.5.2 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

§ 2.5.3 The Contractor shall schedule and conduct meetings at which the Owner, Architect, Contractor and appropriate Subcontractors can discuss the status of the Work. The Contractor shall prepare and promptly distribute meeting minutes.

§ 2.6 HAZARDOUS MATERIALS

Section 10.3 of A201™, 2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.7 OWNER'S RESPONSIBILITIES

§ 2.7.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

§ 2.7.2 Owner shall furnish at Owner's expense reports, surveys, drawings and tests concerning the conditions of the site which are required by law as well as the following:

§ 2.7.2.1 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

§ 2.7.2.2 The services of a geotechnical engineer when such services are requested by the Contractor. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

§ 2.7.2.3 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

§ 2.7.2.4 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Contractor.

§ 2.7.3 Owner shall establish and update an overall budget for the Project, based on consultation with the Contractor and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the issuance of the Notice to Proceed (NTP) The Notice to Proceed shall not be issued by Architect until the Agreement has been signed by the Contractor, approved by the Owner's

Init.

Board of Trustees, signed by the Owner's authorized representative, and the Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article II of the AIA Document A201-2007.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Paragraphs deleted)* one hundred twenty working days (120) days from the date of the date of the issuance of the Notice to Proceed. Final Completion shall be thirty (30) days after the Date of Substantial Completion, subject to adjustments of the Contract Time as stated in the Contract Documents.

(Table deleted)

subject to adjustments of this Contract Time as provided in the Contract Documents.

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Thirty-seven Thousand One Hundred Ninety-two Dollars and Zero Cents Two Hundred Dollars (\$ 1,937,192.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Paragraph deleted)

Item	Price
N/A	N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Moving/Storage Allowance	\$25,000
Contingency Allowance	\$150,000
Structural Repair Allowance	\$75,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth day of the month.

Init.

25th of each month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth (15th) day of the month, the Owner shall make payment to the Contractor of the amount stated in the Certificate of Payment issued by the Architect not later than the thirtieth (30th) day of the month. If an approved Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the approved Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.
3. If Contractor fails or refuses to complete the Work or has unsettled claims with the Owner, any payments to Contractor shall be subject to deduction for such amounts as the Owner and Program Manager shall determine as the cost for completing incomplete Work and the value of unsettled claims.

(Paragraphs deleted)

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and Liquidated Damages, shall be made by the Owner to the Contractor after:

Init.

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond first payment;
2. Contractor has provided all documents required by Section 3.5, *et seq.*, and Section 9.10.2 of AIA Document A201-2007;
3. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

(Paragraphs Deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of AIA Document A201-2007 as amended.

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation as provided for in Section 8.2.3 herein.

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below:

(Insert rate of interest agreed upon, if any.)

0 per annum

§ 8.2.1 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

Init.

§8.2.2 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201™ 2007 shall apply.

§ 8.2.3 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and any litigation shall be conducted in state district court. Venue shall be in Jefferson County, Texas.

§ 8.2.4 ASSIGNMENT

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201™-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 8.2.5 EXHIBITS

Additional Exhibits to this agreement are as follows:

- Forms and Supplemental Requirements
- Exhibit A1 - Proposal Form (See attached Bid Proposal provided in the Specifications and Contract Documents)
- Exhibit A2 - Felony Conviction Notification
- Exhibit A3 - ROCIP (Rolling Owner Controlled Insurance Program) & Safety Program Guidelines
- Exhibit A4 - AIA Document A-305 Contractor's Qualifications Statement
- Exhibit A5 - Texas Sales and Use Tax Exemption Certification
- Exhibit 1 - Standard Requirements for Bonds and Insurance
- Exhibit 2 - Construction Progress Documentation
- Exhibit 3 - Preliminary Project Schedule
- Exhibit 4 - L/ M/WBE Plan
- Exhibit 5 - Certificate of Insurance
- Exhibit 6 - Davis - Bacon Wage Rate Schedule
- Exhibit 7 - BISD Yearly Calendar
- Exhibit 8 - Conflict of Interest Questionnaire
- Exhibit 9 - BISD Contractors Code of Conduct
- Exhibit 10 - Enumeration of Documents

§ 8.3 The Owner's representative:
(Name, address and other information)

Beaumont Independent School District
Robert Zingelmann, Chief Business Officer
3395 Harrison Avenue
Beaumont, Texas 77706

§ 8.4 The Contractor's representative:
(Name, address and other information)

Eric Boutte, President

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

(Paragraphs deleted)

§ 8.6 OTHER PROVISIONS

§ 8.6.1 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.6.2 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.6.3 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.6.4 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.6.5 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.6.6 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.6.7 This Agreement is subject to all applicable federal and state laws, rules and regulations. Invalidation of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.6.8 By signing this Agreement, the undersigned certifies as follows: 'Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 8.6.9 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.

Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101 - 2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201 - 2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Exhibit 10			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title	Date	Pages
Refer to Exhibit 10		

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Refer to Exhibit 10		

§ 9.1.6 Portions of the Addenda relating to bidding requirements are part of the Contract Documents:

Number	Date	Pages
Refer to Exhibit 10		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

(Paragraphs deleted)

§ 9.1.7.1 Additional documents, if any, forming part of the Contract Documents:

§9.1.7.2 Requests for Competitive Sealed Proposals dated December 7, 2010, which shall take precedence over the Proposal, unless specifically agreed otherwise herein.

Proposal signed by the Contractor dated January 6, 2011

ARTICLE 10 INSURANCE AND BONDS

Beaumont Independent School District has implemented an Owner Controlled Insurance Program (ROCIP, OCIP and or ROCIP) for this project as set forth in the attached Exhibit A3, OCIP Instructions and Coverages. The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

§ 10.1 INSURANCE REQUIRED OF THE CONTRACTOR

Throughout the duration of the Project, the Contractor shall purchase and maintain insurance as set forth in the attached Exhibit, OCIP Instructions and Coverages.

§ 10.1.1 SAFETY MANUAL SUPPORT AND ENFORCEMENT

The Contractor agrees to support and enforce the policies and procedures as outlined in the OCIP Safety Manual, OCIP Claims Manual and other policies related to Safety, as designated by the Owner or this representative and as outlined in the attached Exhibit, OCIP Instructions and Coverages.

§ 10.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201™ 2007.

§ 10.3 PERFORMANCE BOND AND PAYMENT BOND

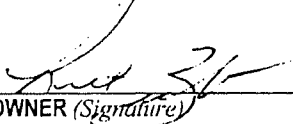
§ 10.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum.

§ 10.3.2 The Contractor shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site. Please refer to the requirements set forth in Article 11 of the General Conditions.

Type of insurance or bond
Acord Standard Form


Limit of liability or bond amount (\$ 0.00)
Per the attached Construction Insurance Certificate Bond -
Full contract amount

This Agreement entered into as of the day and year first written above



OWNER (Signature)

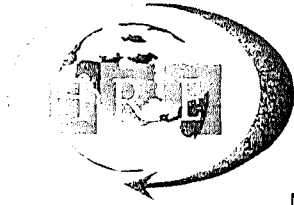
Robert Zingelmann Chief Business Officer
(Printed name and title)



CONTRACTOR (Signature)

Eric Boutte, President
(Printed name and title)

Init.



HEALTHY RESOURCES ENTERPRISE, INC

MANAGEMENT • ENGINEERING • CONSTRUCTION • EMERGENCY SERVICES

398 Pearl Street
Beaumont, TX 77701
P (713) 673-8440 F (713) 673-8412
www.hre-inc.com

January 13, 2011

Beaumont I.S.D.
Attn: Robert Zinglemann, Chief Business Officer
Business & Finance Department
3395 Harrison Avenue
Beaumont, TX 77706

RE: West Brook High School Phase 5 Field House, RFP #10-029B

Dear Sir/Madam:

Thank you for allowing HRE, Inc. the opportunity to present our proposal for the West Brook High School Phase 5 Field House, RFP #10-029B.

HRE was founded in 1997 and incorporated in the State of Texas in 2000. We are a certified 8(a), SDB, and HUB firm specializing in Program Management, Design-Build, Construction Management, MEP Engineering, Environmental and Emergency Services. Over the years, HRE has earned its reputation for reliable and efficient construction, design and job order contracting services for local, state and federal entities. HRE believes that the collective experience of our company and our key personnel qualifies us to provide these services and ensures our ability to not only meet, but exceed your expectations.

This proposal is valid for 60 days and represents HRE's commitment to comply with the requirements enumerated within the Request for Proposal unless specifically qualified or excluded herein. We will also comply with Beaumont I.S.D.'s ROCIP and MWBE Plan as noted in Tab 7 and Tab 9 of the RFP. HRE received all Addenda for the project (Addendum 1 dated 1/4/11, Addendum 2 dated 1/6/11 and Addendum 3 dated 1/7/11).

HRE welcomes the opportunity to continue its relationship with Beaumont I.S.D. If you have any questions or require additional information regarding HRE's proposal or qualifications, please feel free to contact me directly via (cell phone) 832.721.5797 or email at eboutte@hre-inc.com.

Régards,

Eric Boutte
CEO & President



**Beaumont Independent School District
WEST BROOK HIGH SCHOOL
FIELD HOUSE ADDITION/RENOVATION**

Competitive Sealed Proposal - RFP# 10-029B

Date Tuesday, January 11, 2011 2:00 pm

PRICE PROPOSAL SUMMARY FORM

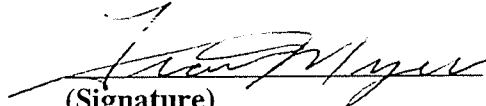
(This two page form must be completed and included in Tab - 2 of the CSP)

ITEM	DESCRIPTION OF WORK	LUMP SUM PRICE
1	Furnish all labor, materials, equipment and insurance as indicated in Set - (ARCH, BISD, Approved Scope of Work) and all services related to the Work as indicated in the AIA 101 and AIA 201.	<u>1,998,471.74</u>
2	Portion of total cost assigned to Insurance to comply with the requirements of the BISD ROCIP included in the item 1	<u>\$44,675.25</u>
3	Cost of Insurance deduct to comply with the requirements of the BISD ROCIP removed from the total cost for item 1 (Same number as line 2)* *Subject to final acceptance	(-) <u>\$61,279.58</u>
4	TOTAL PROPOSED PRICE (Subtract line 3 from line 1)	<u>\$1,937,192.16</u>
5	Identify Moving/Storage Allowance included in Line 1	<u>\$25,000</u>
6	Identify Contingency Allowance included in Line 1	<u>\$150,000</u>
7	Identify Structural Repair Allowance included in Line 1.	<u>\$75,000</u>

Execution of Pricing Proposal Summary Form:

Price Proposal prepared by:

Frank Myers
(Name)

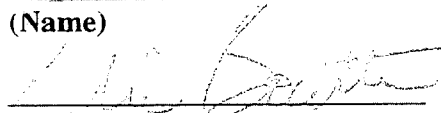

(Signature)

Chief Estimator
(Title)

January 13, 2011
(Date)

Price Proposal Submitted by Officer of the Company:

Eric Boutte
(Name)

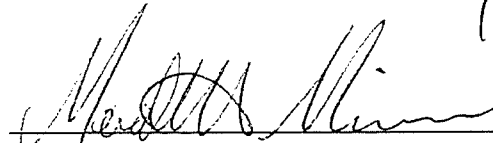

(Signature)

President & CEO
(Title)

January 13, 2011
(Date)

STATE OF TEXAS, JEFFERSON COUNTY IN WITNESS WHEREOF, I have hereunto set
my hand and

Official seal the 13th day of January, 2011


Notary Public, State of Texas

seal 11/03/13
Date My Commission Expires

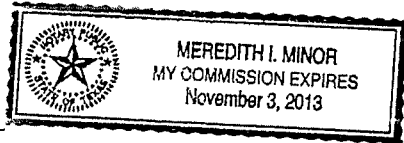


EXHIBIT 24

B1 (Official Form 1)(12/11)

United States Bankruptcy Court Southern District of Texas				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): King, Raquel Tricia			Name of Joint Debtor (Spouse) (Last, First, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): AKA Raquel Tricia Boutte; AKA Raquel King Boutte			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-3924			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)		
Street Address of Debtor (No. and Street, City, and State): 5506 Flax Bourton Street Humble, TX			Street Address of Joint Debtor (No. and Street, City, and State):		
ZIP Code 77346			ZIP Code		
County of Residence or of the Principal Place of Business: Harris			County of Residence or of the Principal Place of Business:		
Mailing Address of Debtor (if different from street address):			Mailing Address of Joint Debtor (if different from street address):		
ZIP Code			ZIP Code		
Location of Principal Assets of Business Debtor (if different from street address above):					
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding	
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:		Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.					THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000					
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input checked="" type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion					

B1 (Official Form 1)(12/11)

Page 2

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): King, Raquel Tricia	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -		Case Number:	Date Filed:
Location Where Filed:		Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -		Case Number:	Date Filed:
District:		Relationship:	Judge:
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). X /s/ Liza A. Greene January 24, 2013 Signature of Attorney for Debtor(s) (Date) Liza A. Greene 14547800	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes) <input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) _____ (Name of landlord that obtained judgment) _____ (Address of landlord) <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): King, Raquel Tricia</p>
Signatures	
<p>Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Raquel Tricia King</u> Signature of Debtor Raquel Tricia King</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (If not represented by attorney)</p> <p><u>January 24, 2013</u> Date</p>	<p>Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ Signature of Foreign Representative</p> <p>_____ Printed Name of Foreign Representative</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>/s/ Liza A. Greene</u> Signature of Attorney for Debtor(s)</p> <p><u>Liza A. Greene 14547800</u> Printed Name of Attorney for Debtor(s)</p> <p><u>Laura Dale & Associates, P.C.</u> Firm Name</p> <p><u>1800 Saint James Place, Suite 620</u> <u>Houston, TX 77056</u> Address</p> <p style="text-align: center;">Email: lgreene@dalefamilylaw.com</p> <p><u>(713) 600-1717 Fax: (713) 600-1718</u> Telephone Number</p> <p><u>January 24, 2013</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:</p> <p>_____ If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.</i></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	

B 1D (Official Form 1, Exhibit D) (12/09)

United States Bankruptcy Court
Southern District of Texas

In re Raquel Tricia King

Debtor(s)

Case No.

Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

Active military duty in a military combat zone.

5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Raquel Tricia King
Raquel Tricia King

Date: January 24, 2013

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
Southern District of Texas

In re Raquel Tricia King

Debtor

Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

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

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	121,000.00		
B - Personal Property	Yes	11	1,609,606.87		
C - Property Claimed as Exempt	Yes	3			
D - Creditors Holding Secured Claims	Yes	2		166,322.92	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		6,539.20	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	5		592,729.77	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	Yes	1			3,342.22
J - Current Expenditures of Individual Debtor(s)	Yes	1			3,569.37
Total Number of Sheets of ALL Schedules		29			
			Total Assets	1,730,606.87	
			Total Liabilities	765,591.89	

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
Southern District of Texas

In re Raquel Tricia King

Debtor

Case No. _____

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

State the following:

Average Income (from Schedule I, Line 16)	3,342.22
Average Expenses (from Schedule J, Line 18)	3,569.37
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	3,824.67

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		218.63
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	6,539.20	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		592,729.77
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		592,948.40

B6A (Official Form 6A) (12/07)

In re Raquel Tricia King Case No. _____
 Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Lot 6, Block 2, of Atascocita Timbers subdivision Section 1, according to the map or plat thereof recorded in Vol. 339, Page 28, of the Harris County Map Records, more commonly known as 5506 Flax Bourton, Humble, Texas 77346	Fee simple	-	111,000.00	14,297.21
Hilton Grand Vacation Time Share, Hilton Hawaiian Village, LLC	Fee simple	J	10,000.00	0.00

Sub-Total > **121,000.00** (Total of this page)

Total > **121,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash located at Debtor's residence	-	0.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Deposits at Compass Bank Checking account ending in _____ (balance of funds on deposit were awarded to Debtor's former husband, Eric Boutte) (Debtor withdrew all funds to which she was entitled to at the time of the divorce, however Debtor's name remains on the account)	H	Unknown
		Deposits at JPMorgan Chase Bank, Money Market Account ending in 0220	-	0.00
		Deposits at JPMorgan Chase Bank, Checking Account ending in 3628	-	0.00
		Deposits at Wells Fargo, Savings Account ending in 4226.	-	0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			

Sub-Total > **0.00**
(Total of this page)

10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
4. Household goods and furnishings, including audio, video, and computer equipment.		Washer (\$200.00), Dryer (\$200.00), Chaise Chair (\$50.00), Alter Stand (\$75.00), 6-Shelf Bookshelf (\$20.00), Narrow Black Bookshelf (\$10.00), Outdoor Table with 5 Chairs (\$100.00), BBQ Smoker (\$800.00), Electric Keyboard Piano (\$500.00), Music Stand (\$5.00), Color Printer (\$50.00), Arch with Elephants (\$25.00), Lamp (\$5.00), 2 Chairs with Ottomans (\$50.00), Recliner (\$60.00), Table with Folding Sides (\$65.00), Side Table (\$30.00), Small Entry Table (\$50.00), Gold Mirror (\$25.00), Swan Shaped Mirror (\$40.00), Small Buffet/Liquor Cabinet (\$100.00), 2 Lamps (\$20.00), Elephant Lamp (\$10.00), Curtains (\$60.00), Dragon Stand (\$10.00), Miscellaneous Vases (\$95.00), Elliptical Machine (\$50.00), Twin Size Car Bed with Trundle (\$50.00), Sleeper Sofa (\$100.00), Television (\$50.00), Television Stand (\$50.00), Bunk Bed (\$100.00), Child's Chaise Chair (\$25.00), Dresser (\$50.00), Television Speakers (\$50.00), Side Table with Glass Top (\$50.00), 2 Club Chairs (\$75.00), 2 13" Televisions (\$25.00), Miscellaneous Dishes (\$20.00) and Microwave (\$50.00) located at Debtor's residence	-	3,380.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.		Miscellaneous Books located at Debtor's residence	-	60.00
		Miscellaneous Pictures located at Debtor's residence	-	10.00
		Martin Luther King Llardo located at Debtor's residence	-	100.00
		Miscellaneous Knick Knacks located at Debtor's residence	-	195.00
		Miscellaneous CDs and DVDs located at Debtor's residence	-	35.00

Sub-Total > **3,780.00**
(Total of this page)

Sheet 1 of 10 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Ted Ellis "Sunday Worship" Print (\$100.00), Ted Ellis "Lone Angles" Print (\$100.00), Ted Ellis "Buffalo Soldier on Patrol" Print (\$100.00), Ted Ellis "Buffalo Soldier" Print (\$100.00), Ted Ellis "Portrait of a Soldier" on Canvas (\$200.00), Ted Ellis "Family Day" (\$200.00), Ted Ellis "Take Me to the Water" Print (\$150.00), Ted Ellis "Park Paradise Strolls" (\$200.00), Ted Ellis Flowers for My Lady" (\$200.00), Charles Bibbs "Feathered Hats" (\$100.00), Charles Bibbs "The Seat of Knowledge" (\$200.00), Charles Bibbs "Doing It and Doing Well" (\$200.00), Twin "Joy" (\$100.00), Twin "Mercy" (\$100.00), Twin "First Lady" (\$100.00), Catlette "Gossip" (\$200.00), Annie Lee "Holy Ghost #194" (\$100.00), Annie Lee "Mama Queen" (\$100.00), Annie Lee "My Cup Runneth Over" (\$100.00), Annie Lee "Blue Monday #185" (\$100.00) and Annie Lee "Steepin N Soakin" (\$100.00) located at Debtor's residence	-	2,850.00
6. Wearing apparel.		Clothing located at Debtor's residence.	-	500.00
7. Furs and jewelry.		1 Pair Round Diamond Earrings (\$50.00), 1 Pair Diamond 3 Drop Earrings (\$100.00), 3 Pendants (\$100.00), 1 Gold High School Class Ring (\$25.00), 1 Women's Palek Phillippe Black Watch with Leather Folder (\$400.00), 1 Pair Chandelier White Gold & Ruby Earrings (\$75.00), 1 White Gold Ring with Diamonds on Center Dome (\$75.00), 1 Pear Diamond Band (\$100.00), 1 Diamond Ring with Stone in Center (\$100.00), 1 White Gold Chain (\$25.00), 1 White Gold Chain with Diamond Heart Pendant (\$75.00), 1 White Gold Chain with Diamond & Ruby Pendant (\$50.00), 1 White Gold Bracelet with Diamond Clovers (\$50.00), 1 White Gold Necklace (\$50.00), 1 White Gold Diamond Cross Pendant (\$25.00), 2 White Gold Small Chains (\$30.00), 1 Diamond Engagement Ring (\$325.00), 1 Diamond Wedding Band (\$100.00), 1 White Gold Ring with Small Diamonds (\$100.00), 1 White Gold Band with Ruby & Small Diamonds (\$75.00), 1 Pair White Gold & Diamond Earrings (\$50.00), 1 Pair White Gold Rope Earrings with Small Diamonds (\$50.00) and 1 Silver Ring with Tanzanite Stones (\$25.00) located at Debtor's residence	-	2,075.00
8. Firearms and sports, photographic, and other hobby equipment.		Small trampoline (\$3.00) and Sewing Machine (\$70.00)	-	73.00
		Camera located at Debtor's residence	-	60.00

Sub-Total > **5,558.00**
(Total of this page)

Sheet 2 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NON EX EMPT	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.		55% interest in RiverSource (Ameriprise) Life Insurance Policy No. ending in 8004, Face Value \$4,000,000.00 (insured Eric W. Boutte)	J	66,450.87
		55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 1004, Face Value \$5,000,000.00 (insured Raquel King)	J	60,866.51
		55% interest in Riversource (Ameriprise) Life Insurance Policy ending in 4004, Face Value \$610,359.69 (insured Raquel King)	J	9,390.47
		55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 1004, Face Value \$263,835.37 (insured E. Boutte)	J	7,609.45
		55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 9004, Face Value \$265,257.01 (insured A. Boutte)	J	8,391.36
		55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 5004, Face Value \$259,671.89 (insured A. Boutte)	J	5,319.54
		55% interest in Phoenix Life Insurance Policy ending in 1018, Face Value \$3,273,300.00 (insured _____)	J	26,651.04
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		50% interest in Healthy Resources Enterprise (HRE), Inc. (assets consist of equipment, motor vehicles, bank deposits and Accounts Receivable as more particularly described on the attachment hereto, value based on Divorce Inventory) (jointly owned with Debtor's former husband, Eric Boutte)	J	684,581.42

Sub-Total > **869,260.66**
(Total of this page)

Sheet 3 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		25% interest in Acqui-Co Port Arthur Interest, L.L.C. (formerly LaCour Interest, L.L.C.) (Description of assets unknown to Debtor, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte, and former brother-in-law, Allen Boutte)	J	62,500.00
		25% interest in Acqui-Co, L.L.C. (assets consist of 3 peices of real property located at 398 Pearl Street, Beaumont, Texas; 2401 Tellabs Drive, Round Rock, Texas; and .163 acres of land in Port Arthur, Texas, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte, and former brother-in-law, Allen Boutte)	J	200,000.00
		50% interest in Boutte & Associates, L.L.C. (assets consist of 2006 Mercedes S430 valued at \$22,229.00, located at the residence of Regina Curry, 3210 Amber Forest Drive, Houston, Texas 77068, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	11,114.50
		50% interest in E.A.S. Development, Inc. (assets consist of 110 acres located 3622 FM 1295, Flatonia, Texas, approximately 15 heads of cattle, motor vehicles, mineral interests and bank deposits, as described on the attachment hereto, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	252,130.77
		50% interest in ERAL, L.L.C. (Debtor does not have any personal information regarding this business) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown
		25% interest in Goodhue Triangle Property, L.L.C. (Debtor does not have any personal information regarding this business) (Business jointly owned with Debtor's former husband, Eric Boutte, and former brother-in-law, Allen Boutte)	J	Unknown
		50% interest in HR Design Services, L.L.C. (Business is a subsidiary of HRE, Inc.) (Business does not own any of its own assets to Debtor's knowledge) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown

Sub-Total > **525,745.27**
(Total of this page)

Sheet 4 of 10 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		50% interest in HR Engineering, L.L.C. (Business is a subsidiary of HRE, Inc.) (Business does not own any of its own assets to Debtor's knowledge) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown
		50% interest in HR Leasing, L.L.C. (Business is a subsidiary of HRE, Inc.) (Business has bank account at Texas Community Bank Checking Account ending in 3888, balance at time of divorce \$5,000.00, current balance unknown, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	2,500.00
		50% interest in HR Technical & Construction Services, L.L.C. (Business is a subsidiary of HRE, Inc.) (Business has bank accounts at Plus 4 Credit Union Checking Account ending in 8458, balance at time of divorce \$100.00 and Savings Account ending in 8802, balance at time of divorce \$1,000.00, current balances unknown, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	2,500.00
		25% interest in LE Equipment Leasing, L.L.C. (Debtor believes this business is defunct) (Business jointly owned with Debtor's former husband, Eric Boutte, and former husband's business partner, Lloyd Broussard)	J	Unknown
		50% interest in Paramount Acquisitions Group, Inc. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	500.00
		50% interest in 530 Properties, L.L.C. (Business assets consisted of real property located at 530 N. Sam Houston Parkway East, Houston, Texas has been foreclosed on to Debtor's knowledge and bank accounts located at Texas Community Bank Checking Accounts ending in 3656, balance at time of divorce \$500.00, and 2112, value at time of divorce \$12,816.76, current balances unknown) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown

Sub-Total > **5,500.00**
(Total of this page)

Sheet 5 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	NON RESIDENT	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		50% interest in STCC of Texas, L.L.C. (This company was formed in 2010 but has never conducted business, was intended to do therapy and mediations) (Assets consist of bank account located Amegy Bank Checking Account ending in 7939, balance at time of divorce \$2,118.37, current balance unknown) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown
		50% interest in Erudation Foundation (This company has never conducted business nor acquired any assets) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	0.00
		50% interest in V Kups, L.L.C. (This company has never conducted business, was intended to produce Debtor's V-Kup design) (Assets consists of Debtor's V-Kup Patent obtained by Debtor in 2010, paid \$5,000.00 in attorney fees, product never developed) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	Unknown
		50% interest in Guy Properties, L.L.C. (This company has never conducted business nor acquired any assets) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	0.00
		50% interest in Joes Properties, L.L.C. (This company has never conducted business nor acquired any assets) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	0.00
		15% interest in Protector's Insurance Agency (This company is wholly owned by Largent, Inc. of which Debtor's former husband, owns a 30% interest) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	12,000.00
		25% interest in Largent Group, L.L.C. a/k/a Largeant, L.L.C. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	7,500.00
		50% interest in Finaff, L.L.C. a/k/a Finaff Management, L.L.C. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	40,000.00

Sub-Total > **59,500.00**
(Total of this page)

Sheet 6 of 10 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		25% interest in National Church Benefits Group, Inc. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory (Business jointly owned with Debtor's former husband, Eric Boutte)	J	12,500.00
		25% interest in Pacedmill, L.L.C. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte, and former brother-in-law, Allen Boutte)	J	250.00
		25% interest in Hiret Team, L.L.C. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	250.00
		25% interest in HBH Services, Inc. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	250.00
		25% interest in FEB Contractors, L.L.C. (Debtor does not have any personal information regarding the assets of business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte, and former husband's business partner, Judge Edwards)	J	25,000.00
		25% interest in Nations Management Holdings, L.L.C. (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	250.00
		12.5% interest in Affordable Communities Development Corporation (Business assets consist of real property as described in the attachment hereto, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte, and former brother-in-law, Allen Boutte)	J	16,200.00
		50% interest in Behavioral Group of Texas, Inc. (This business has been defunct since 1997) (Business jointly owned with Debtor's former husband)	J	0.00

Sub-Total > **54,700.00**
(Total of this page)

Sheet 7 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		15% interest in Smoothies and More (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	750.00
		25% interest in Golden Triangle (Debtor does not have any personal information regarding this business, value based on Divorce Inventory) (Business jointly owned with Debtor's former husband, Eric Boutte)	J	5,000.00
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.		Past Due Child Support from Eric Wayne Boutte	-	10,000.00
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		Judgment against Eric W. Boutte for attorneys fees incurred in divorce proceeding	-	44,529.94
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		50% interest in Zenith Trust (Testamentary trust set up by Debtor in her Will for the benefit of Debtor's children, never funded) (Jointly owned with Debtor's former husband, Eric Boutte)	J	0.00
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total >	60,279.94
(Total of this page)	

Sheet 8 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.		Book Manuscript (Original title "I AM - Book of Possibilities" copyrighted in 2009, Debtor is still in process of writing the manuscript and it has not been submitted for publication)	-	0.00
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2008 Chevrolet Tahoe located at Debtor's residence	-	9,800.00
		2009 Chevrolet Silverado, location unknown	-	15,483.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.		50% on United Airline Travel Awards Account ending in 3305 (Debtor believes all points have been used by her former husband, Eric Boutte)	J	0.00

Sub-Total > **25,283.00**
(Total of this page)

Sheet 9 of 10 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Raquel Tricia King**

Case No. _____

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		50% interest in United Airline Travel Awards Account ending in 3339 (Debtor believes all points have been used by her former husband, Eric Boutte)	J	0.00
		50% interest in Hilton Rewards Account ending in 0848 (Debtor believes all points have been used by her former husband, Eric Boutte)	J	0.00

Sub-Total > **0.00**
(Total of this page)
Total > **1,609,606.87**

Sheet **10** of **10** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6C (Official Form 6C) (4/10)

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

 11 U.S.C. §522(b)(2) 11 U.S.C. §522(b)(3) Check if debtor claims a homestead exemption that exceeds \$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Lot 6, Block 2, of Atascocita Timbers subdivision Section 1, according to the map or plat thereof recorded in Vol. 339, Page 28, of the Harris County Map Records, more commonly known as 5506 Flax Bourton, Humble, Texas 77346	Tex. Const. art. XVI, §§ 50, 51, Tex. Prop. Code §§ 41.001-002	96,702.79	111,000.00
Household Goods and Furnishings			
Washer (\$200.00), Dryer (\$200.00), Chaise Chair (\$50.00), Alter Stand (\$75.00), 6-Shelf Bookshelf (\$20.00), Narrow Black Bookshelf (\$10.00), Outdoor Table with 5 Chairs (\$100.00), BBQ Smoker (\$800.00), Electric Keyboard Piano (\$500.00), Music Stand (\$5.00), Color Printer (\$50.00), Arch with Elephants (\$25.00), Lamp (\$5.00), 2 Chairs with Ottomans (\$50.00), Recliner (\$60.00), Table with Folding Sides (\$65.00), Side Table (\$30.00), Small Entry Table (\$50.00), Gold Mirror (\$25.00), Swan Shaped Mirror (\$40.00), Small Buffet/Liquor Cabinet (\$100.00), 2 Lamps (\$20.00), Elephant Lamp (\$10.00), Curtains (\$60.00), Dragon Stand (\$10.00), Miscellaneous Vases (\$95.00), Elliptical Machine (\$50.00), Twin Size Car Bed with Trundle (\$50.00), Sleeper Sofa (\$100.00), Television (\$50.00), Television Stand (\$50.00), Bunk Bed (\$100.00), Child's Chaise Chair (\$25.00), Dresser (\$50.00), Television Speakers (\$50.00), Side Table with Glass Top (\$50.00), 2 Club Chairs (\$75.00), 2 13" Televisions (\$25.00), Miscellaneous Dishes (\$20.00) and Microwave (\$50.00) located at Debtor's residence	Tex. Prop. Code §§ 42.001(a)(1), (2), 42.002(a)(1)	3,380.00	3,380.00
Books, Pictures and Other Art Objects; Collectibles			
Martin Luther King Llardo located at Debtor's residence	Tex. Const. art. XVI, §49; Tex. Prop. Code §§ 42.001(a), (d), 42.002	100.00	100.00
Miscellaneous Knick Knacks located at Debtor's residence	Tex. Const. art. XVI, §49; Tex. Prop. Code §§ 42.001(a), (d), 42.002	195.00	195.00
Miscellaneous CDs and DVDs located at Debtor's residence	Tex. Const. art. XVI, §49; Tex. Prop. Code §§ 42.001(a), (d), 42.002	35.00	35.00

B6C (Official Form 6C) (4/10) -- Cont.

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Ted Ellis "Sunday Worship" Print (\$100.00), Ted Ellis "Lone Angles" Print (\$100.00), Ted Ellis "Buffalo Soldier on Patrol" Print (\$100.00), Ted Ellis "Buffalo Soldier" Print (\$100.00), Ted Ellis "Portrait of a Soldier" on Canvas (\$200.00), Ted Ellis "Family Day" (\$200.00), Ted Ellis "Take Me to the Water" Print (\$150.00), Ted Ellis "Park Paradise Strolls" (\$200.00), Ted Ellis Flowers for My Lady" (\$200.00), Charles Bibbs "Feathered Hats" (\$100.00), Charles Bibbs "The Seat of Knowledge" (\$200.00), Charles Bibbs "Doing It and Doing Well" (\$200.00), Twin "Joy" (\$100.00), Twin "Mercy" (\$100.00), Twin "First Lady" (\$100.00), Catlette "Gossip" (\$200.00), Annie Lee "Holy Ghost #194" (\$100.00), Annie Lee "Mama Queen" (\$100.00), Annie Lee "My Cup Runneth Over" (\$100.00), Annie Lee "Blue Monday #185" (\$100.00) and Annie Lee "Steepin N Soakin" (\$100.00) located at Debtor's residence	Tex. Const. art. XVI, §49; Tex. Prop. Code §§ 42.001(a), (d), 42.002	2,850.00	2,850.00
<u>Wearing Apparel</u> Clothing located at Debtor's residence.	Tex. Prop. Code §§ 42.001(a)(1), (2), 42.002(a)(5)	500.00	500.00
<u>Furs and Jewelry</u> 1 Pair Round Diamond Earrings (\$50.00), 1 Pair Diamond 3 Drop Earrings (\$100.00), 3 Pendants (\$100.00), 1 Gold High School Class Ring (\$25.00), 1 Women's Palek Phillippe Black Watch with Leather Folder (\$400.00), 1 Pair Chandelier White Gold & Ruby Earrings (\$75.00), 1 White Gold Ring with Diamonds on Center Dome (\$75.00), 1 Pear Diamond Band (\$100.00), 1 Diamond Ring with Stone in Center (\$100.00), 1 White Gold Chain (\$25.00), 1 White Gold Chain with Diamond Heart Pendant (\$75.00), 1 White Gold Chain with Diamond & Ruby Pendant (\$50.00), 1 White Gold Bracelet with Diamond Clovers (\$50.00), 1 White Gold Necklace (\$50.00), 1 White Gold Diamond Cross Pendant (\$25.00), 2 White Gold Small Chains (\$30.00), 1 Diamond Engagement Ring (\$325.00), 1 Diamond Wedding Band (\$100.00), 1 White Gold Ring with Small Diamonds (\$100.00), 1 White Gold Band with Ruby & Small Diamonds (\$75.00), 1 Pair White Gold & Diamond Earrings (\$50.00), 1 Pair White Gold Rope Earrings with Small Diamonds (\$50.00) and 1 Silver Ring with Tanzanite Stones (\$25.00) located at Debtor's residence	Tex. Prop. Code §§ 42.001(a)(1), (2), 42.002(a)(6)	2,075.00	2,075.00
<u>Firearms and Sports, Photographic and Other Hobby Equipment</u> Small trampoline (\$3.00) and Sewing Machine (\$70.00)	Tex. Const. art. XVI, §49; Tex. Prop. Code §§ 42.001(a), (d), 42.002	73.00	73.00

Sheet 1 of 2 continuation sheets attached to the Schedule of Property Claimed as Exempt

Software Copyright (c) 1996-2012 - CCH INCORPORATED - www.bestcase.com

Best Case Bankruptcy

B6C (Official Form 6C) (4/10) – Cont.

In re Raquel Tricia King
Debtor

Case No. _____

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT
(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Interests in Insurance Policies			
55% interest in RiverSource (Ameriprise) Life Insurance Policy No. ending in 8004, Face Value \$4,000,000.00 (insured Eric W. Boutte)	Tex. Ins. Code § 1108.051	21,775.16	120,819.76
55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 1004, Face Value \$5,000,000.00 (insured Raquel King)	Tex. Ins. Code § 1108.051	31,120.97	110,666.38
55% interest in Riversource (Ameriprise) Life Insurance Policy ending in 4004, Face Value \$610,359.69 (insured Raquel King)	Tex. Ins. Code § 1108.051	5,697.83	17,073.59
55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 1004, Face Value \$263,835.37 (insured E. Boutte)	Tex. Ins. Code § 1108.051	7,609.45	13,835.37
55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 9004, Face Value \$265,257.01 (insured A. Boutte)	Tex. Ins. Code § 1108.051	8,391.36	15,257.01
55% interest in RiverSource (Ameriprise) Life Insurance Policy ending in 5004, Face Value \$259,671.89 (insured A. Boutte)	Tex. Ins. Code § 1108.051	5,319.54	9,671.89
55% interest in Phoenix Life Insurance Policy ending in 1018, Face Value \$3,273,300.00 (insured _____)	Tex. Ins. Code § 1108.051	26,651.04	48,456.44

Total: **212,476.14** **455,988.44**

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

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

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

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. Ameriprise Financial	-	Ameriprise Life Insurance Policy No. ending in 8004					
Value \$		120,819.76				81,228.56	0.00
Account No. Ameriprise Financial	-	Ameriprise Life Insurance Policy ending in 1004					
Value \$		110,666.38				54,064.62	0.00
Account No. Ameriprise Financial	-	Ameriprise Life Insurance Policy ending in 4004					
Value \$		17,073.59				6,713.90	0.00
Account No. xx xx9006 C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, TX 77338-4023	X	1/2011 Statutory Lien Real property located at 5506 Flax Bourton, Humble, Texas 77346					
Value \$		111,000.00				1,367.40	0.00
Subtotal (Total of this page)						143,374.48	0.00

1 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re **Raquel Tricia King**

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. xxxxXXXX FMC - Omaha Service Ctr P.O. Box 542000 Omaha, NE 68154-8000	-		8/2012 Value \$ 0.00				0.00	0.00
Account No. xxxx3198 Ford Credit P.O. Box 650575 Dallas, TX 75265-0575	-		8/10/2012 Purchase Money Security 2008 Chevrolet Tahoe Value \$ 9,800.00				10,018.63	218.63
Account No. xxxxxx1929 Midland Mortgage Company P.O. Box 268806 Oklahoma City, OK 73126	X	-	4/20/2003 Deed of Trust Real property located at 5506 Flax Bourton, Humble, Texas 77346 Value \$ 111,000.00				12,929.81	0.00
Account No. Value \$								
Account No. Value \$								
Subtotal (Total of this page)							22,948.44	218.63
Total (Report on Summary of Schedules)							166,322.92	218.63

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Secured Claims

B6E (Official Form 6E) (4/10)

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

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

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

Domestic support obligations

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

Extensions of credit in an involuntary case

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

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

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

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

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

Commitments to maintain the capital of an insured depository institution

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

Claims for death or personal injury while debtor was intoxicated

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

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (4/10) - Cont.

In re Raquel Tricia King
Debtor

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	D I S P U T E D	U N L I Q U I T E D	C O N T I N G E N T	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No. xx-xxx017-2 Texas Workforce Commission Regulatory Integrity Division P.O. Box 684483 Austin, TX 78768-4483	X	J				X	6,539.20	0.00 6,539.20
Account No.								
Account No.								
Account No.								
Account No.								
Subtotal (Total of this page)							6,539.20	0.00 6,539.20
Total (Report on Summary of Schedules)							6,539.20	0.00 6,539.20

Sheet 1 of 1 continuation sheets attached to
Schedule of Creditors Holding Unsecured Priority Claims

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

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Advanced Diversified Services, Inc.	X	-			X	X	0.00
Account No. xxxxxx6252 Ambit		-					230.00
Account No. N/A Apache Stone Quarry, LLC MSC#160 P.O. Box 2956 San Antonio, TX 78299-2956		-			X	X	0.00
Account No. N/A Avondale Estates Condominium Association 10 Sutton Place Avondale Estates, GA 30002	X	H			X	X	5,452.50
Subtotal (Total of this page)							5,682.50

4 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re Raquel Tricia King
Debtor

Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	R O C H U S B A N D W I F E J O I N T O R C O M M U N I T Y	Husband, Wife, Joint, or Community	C O N T I N G U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.			
Account No. N/A Burgower & Rainwater, LLP 3355 W. Alabama, Suite 620 Houston, TX 77098	-	2012 Attorney Fees			136,136.85
Account No. xxxx-xxxx-xxxx-0476 Capital One P.O. Box 85520 Richmond, VA 23285	-	2000 Credit Card			919.47
Account No. xxxxxxXXXX Central Financial P.O. Box 660873 Dallas, TX 75266	-	2012 Utility Services			230.00
Account No. Chavez Plumbing, Inc. 520 W. Bertrand Houston, TX 77037	-	Business Expense	X	X	2,025.00
Account No. xxx0226 Clear Wireless, LLC	-	Cellular Services			124.87
Subtotal (Total of this page)					139,436.19

Sheet no. 1 of 4 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Raquel Tricia King
Debtor

Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G M E N T	U N J U D I C I A L D E B T	D I S C U S S I O N A B L E	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. 4809 Comcast 9602 S 300 W Sandy, UT 84070		-					52.00
Account No. xxx6665 Dynasplint System, Inc.		X -					2,052.00
Account No. xx2650 First National Bank of Anderson 1071 Hwy 90 South P.O. Box 159 Anderson, TX 77830		-		X		X	0.00
Account No. xxxx53*1*2 Greater Houston Anesthesiology		-					398.00
Account No. xx4259 Half Associates, Inc. P.O. Box 910259 Dallas, TX 75391-0259		-		X		X	8,250.00
<p align="right">Subtotal (Total of this page)</p>							10,752.00

Sheet no. 2 of 4 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Raquel Tricia King
Debtor

Case No. _____

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G U N S U R E D	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM	
Account No. GTGAL Harris County Toll Road Authority Violation Enforcement Center 1310 Prairie, Suite 330 Houston, TX 77002			2011 Toll Charges			X	1,271.50	
Account No. xxxx3331 Harris County WCID 96	X	-	2012 Utility Services	X		X	425.37	
Account No. Ladner Mechanical, LLC	X	J	Business Debt				255,463.71	
Account No. xxxxxx1494 Ocwen Loan Servicing P.O. Box 6640 Carol Stream, IL 60197-6440	X	J	1/1/2013 Deficiency on home equity loan				Unknown	
Account No. xxxx-xxxx-xxxx-0476 Orchard Bank P.O. Box 49311 San Jose, CA 95161-9311		-	Credit Card				887.95	
Sheet no. <u>3</u> of <u>4</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	258,048.53

B6F (Official Form 6F) (12/07) - Cont.

In re **Raquel Tricia King**

Case No. _____

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N P R I O R I T Y	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Parrish-Hare Electrical Supply, LP	X	J					166,535.72
3/2011 Business Debt							
Account No. xxxxxx6040 Quest Diagnostics P.O. Box 740779 Cincinnati, OH 45274-0779	-						48.88
8/2012 Medical Expense							
Account No. Redding Linden Burr, Inc.	X	-					12,040.95
Business Debt							
Account No. SFS Security Fire Systems, Inc.	-						0.00
Business Debt - Notice Only							
Account No. xx0319 Texas Children's Pedi Associates P.O. Box 841969 Dallas, TX 75284-1969	-						185.00
8/2012 Medical Expense							

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

Subtotal
(Total of this page)

178,810.55

Total
(Report on Summary of Schedules)

592,729.77

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

In re Raquel Tricia King
 Debtor

Case No. _____

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
---	--

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

In re Raquel Tricia King

Case No. _____

Debtor

SCHEDULE H - CODEBTORS

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

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Ocwen Loan Servicing P.O. Box 6640 Carol Stream, IL 60197-6440
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Ladner Mechanical, LLC
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Redding Linden Burr, Inc.
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Parrish-Hare Electrical Supply, LP
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Midland Mortgage Company P.O. Box 268806 Oklahoma City, OK 73126
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	C.I.A. Services, Inc. 8811 FM 1960 Bypass Road, Suite 200 Humble, TX 77338-4023
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Avondale Estates Condominium Association 10 Sutton Place Avondale Estates, GA 30002
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Texas Workforce Commission Regulatory Integrity Division P.O. Box 684483 Austin, TX 78768-4483
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Advanced Diversified Services, Inc.
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Dynasplint System, Inc.
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396	Harris County WCID 96

In re **Raquel Tricia King**

Case No. _____

Debtor

SCHEDULE H - CODEBTORS
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Healthy Resources Enterprise, Inc. 530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060	Redding Linden Burr, Inc.
Healthy Resources Enterprise, Inc. 530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060	Ladner Mechanical, LLC
Healthy Resources Enterprise, Inc. 530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060	Parrish-Hare Electrical Supply, LP
Healthy Resources Enterprise, Inc. 530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060	Texas Workforce Commission Regulatory Integrity Division P.O. Box 684483 Austin, TX 78768-4483
Healthy Resources Enterprise, Inc. 530 N. Sam Houston Parkway East Suite 300 Houston, TX 77060	Advanced Diversified Services, Inc.

B6I (Official Form 6I) (12/07)
 In re **Raquel Tricia King**

Case No. _____

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status: Divorced	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S): Son Daughter Son	AGE(S): 10 13 5
Employment:	DEBTOR	SPOUSE
Occupation	Renal Social Worker	
Name of Employer	Davita, Inc.	
How long employed	9 months	
Address of Employer	610 S. Wayside Houston, TX 77011	

INCOME: (Estimate of average or projected monthly income at time case filed)

	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	\$ <u>3,882.67</u>	\$ <u>N/A</u>
2. Estimate monthly overtime	\$ <u>0.00</u>	\$ <u>N/A</u>
3. SUBTOTAL	\$ <u>3,882.67</u>	\$ <u>N/A</u>
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>432.66</u>	\$ <u>N/A</u>
b. Insurance	\$ <u>107.79</u>	\$ <u>N/A</u>
c. Union dues	\$ <u>0.00</u>	\$ <u>N/A</u>
d. Other (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
5. SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>540.45</u>	\$ <u>N/A</u>
6. TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>3,342.22</u>	\$ <u>N/A</u>
7. Regular income from operation of business or profession or farm (Attach detailed statement)	\$ <u>0.00</u>	\$ <u>N/A</u>
8. Income from real property	\$ <u>0.00</u>	\$ <u>N/A</u>
9. Interest and dividends	\$ <u>0.00</u>	\$ <u>N/A</u>
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ <u>0.00</u>	\$ <u>N/A</u>
11. Social security or government assistance (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
_____	\$ <u>0.00</u>	\$ <u>N/A</u>
12. Pension or retirement income	\$ <u>0.00</u>	\$ <u>N/A</u>
13. Other monthly income (Specify): _____	\$ <u>0.00</u>	\$ <u>N/A</u>
_____	\$ <u>0.00</u>	\$ <u>N/A</u>
14. SUBTOTAL OF LINES 7 THROUGH 13	\$ <u>0.00</u>	\$ <u>N/A</u>
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	\$ <u>3,342.22</u>	\$ <u>N/A</u>
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	\$ <u>3,342.22</u>	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Debtor hopes to begin receiving child support payments in the future.

B6J (Official Form 6J) (12/07)
 In re Raquel Tricia King

Case No. _____

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)		\$	<u>1,425.00</u>
a. Are real estate taxes included?	Yes <u> </u> No <u>X</u>		
b. Is property insurance included?	Yes <u> </u> No <u>X</u>		
2. Utilities:		\$	<u>340.00</u>
a. Electricity and heating fuel		\$	<u>55.00</u>
b. Water and sewer		\$	<u>125.00</u>
c. Telephone		\$	<u>80.00</u>
d. Other <u>Cable</u>		\$	<u>0.00</u>
3. Home maintenance (repairs and upkeep)		\$	<u>0.00</u>
4. Food		\$	<u>400.00</u>
5. Clothing		\$	<u>0.00</u>
6. Laundry and dry cleaning		\$	<u>0.00</u>
7. Medical and dental expenses		\$	<u>0.00</u>
8. Transportation (not including car payments)		\$	<u>150.00</u>
9. Recreation, clubs and entertainment, newspapers, magazines, etc.		\$	<u>50.00</u>
10. Charitable contributions		\$	<u>0.00</u>
11. Insurance (not deducted from wages or included in home mortgage payments)		\$	<u>0.00</u>
a. Homeowner's or renter's		\$	<u>100.00</u>
b. Life		\$	<u>0.00</u>
c. Health		\$	<u>120.00</u>
d. Auto		\$	<u>0.00</u>
e. Other _____		\$	<u>0.00</u>
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____		\$	<u>0.00</u>
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		\$	<u>224.37</u>
a. Auto		\$	<u>0.00</u>
b. Other _____		\$	<u>0.00</u>
c. Other _____		\$	<u>0.00</u>
14. Alimony, maintenance, and support paid to others		\$	<u>0.00</u>
15. Payments for support of additional dependents not living at your home		\$	<u>0.00</u>
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)		\$	<u>0.00</u>
17. Other <u>Cellular Telephone</u>		\$	<u>150.00</u>
Other <u>Child Care</u>		\$	<u>350.00</u>

18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

\$ 3,569.37

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

N/A

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	<u>3,342.22</u>
b. Average monthly expenses from Line 18 above	\$	<u>3,569.37</u>
c. Monthly net income (a. minus b.)	\$	<u>-227.15</u>

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
Southern District of Texas**

In re Raquel Tricia King

Debtor(s)

Case No. _____

Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 31 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date January 24, 2013

Signature /s/ Raquel Tricia King

Raquel Tricia King

Debtor

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

B7 (Official Form 7) (04/10)

**United States Bankruptcy Court
Southern District of Texas**

In re **Raquel Tricia King**

Debtor(s)

Case No.

Chapter **7**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$20,000.00	2012: Employment Income
\$13,564.00	2011: Employment Income
\$84,654.03	2010: Employment Income
\$0.00	2013 YTD: Employment Income

2. Income other than from employment or operation of business

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

AMOUNT SOURCE

3. Payments to creditors

None Complete a. or b., as appropriate, and c.

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Midland Mortgage Company P.O. Box 268806 Oklahoma City, OK 73126	November, 2012; December, 2012; and January, 2013	\$4,275.00	\$12,929.81
Ford Credit P.O. Box 650575 Dallas, TX 75265-0575	November, 2012; December, 2012; and January, 2013	\$673.11	\$10,018.63

None b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

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

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
In the Matter of the Marriage of Raquel King Boutte and Eric Wayne Boutte; Cause No. 2011-32990	Divorce	246th Judicial District Court, Harris County, Texas	Finalized July 27, 2012

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Ladner Mechanical, LLC v. Healthy Resources Enterprises, Inc., Eric Boutte, Raquel T. Boutte, Raquel King and Western Surety Company; Cause No. DC-12-07415-B	Breach of Contract	44th Judicial District Court, Dallas County, Texas	Default Judgment entered August 20, 2012
Parrish-Hare Electrical Supply, LP v. Healthy Resources Enterprise, Inc., Eric Boutte, Raquel Boutte, Western Surety Company and Roderick Lee Electrical Contractors, Inc.; Cause No. DC-12-08088-B	Breach of Contract	44th Judicial District Court, Dallas County, Texas	Pending
HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-E, Mortgage-Backed Certificates, Series 2006-E v. Eric Boutte and Raquel King Boutte; Cause No. 2012-45828	Home Equity Foreclosure	151st Judicial District, Harris County, Texas	Pending
Harris County v. Raquel Boutte; Proceeding No. G07411	Administrative Proceeding	Harris County Toll Road Authority Administrative Hearing, Houston, Texas	Order signed April 13, 2012
In re: Order for Foreclosure Concerning 14307 Heidi Oaks Lane, Humble, TX 77396 and HSBC Bank USA, N.A.; Cause No. 2012-45828	Home Equity Foreclosure	151st Judicial District Court, Harris County, Texas	Judgment granted October 24, 2012
Advanced Diversified Services, Inc. v. Healthy Resources Enterprise, Inc.; Cause No. DC-12-04301	Breach of Contract	101st Judicial District Court, Dallas County, Texas	Default judgment entered August 30, 2012
Sfs Security Fire Systems, Inc. v. Healthy Resources Enterprise, Inc.; Cause No. DC-12-07709	Breach of Contract	116th Judicial District Court, Dallas County, Texas	Default Judgment entered November 9, 2012
Apache Stone Quarry LLC v. Healthy Resources Enterprise, Inc; Cause No. 260781-0	Breach of Contract	169th Judicial District, Bell County, Texas	Pending

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

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

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

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
Ocwen Loan Servicing 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409	January 1, 2013	Real property located at 14307 Heidi Oaks Lane, Humble, Texas 77396 valued at \$800,000.00

6. Assignments and receiverships

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

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

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

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Laura Dale & Associates, P.C. 1800 St. James Place, Suite 620 Houston, TX 77056	August 17, 2012 October 3, 2012	\$100.00 \$2,500.00
001 Debtorcc, Inc. 372 Summit Avenue Jersey City, NJ 07306	January 17, 2013	\$9.95

10. Other transfers

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

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
Eric W. Boutte 14307 Heidi Oaks Lane Humble, TX 77396 Ex-Husband	7/27/2012	Real property located at 32 Devon Lane, Avondale Estates, Georgia 30002, valued at \$68,000.00

- None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

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

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

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

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

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

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

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

NAME
Eric W. Boutte

17. Environmental Information.

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

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

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

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

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

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18 . Nature, location and name of business

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

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

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

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Healthy Resources Enterprise, Inc. (HRE)		530 N. Sam Houston Pkwy E, Suite 300 Houston, TX 77060	Home Health Services	1997 to June, 2011

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

NAME ADDRESS

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

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

19. Books, records and financial statements

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

NAME AND ADDRESS	DATES SERVICES RENDERED
Jonald Walker, III, CPA 949 Ryan Street, Suite 100 Lake Charles, LA 70601	
Angele Ozomelam, CPA 949 Ryan Street, Suite 100 Lake Charles, LA 70601	
Jonathan Lee 15425 North Freeway, Suite 160 Houston, TX 77090	

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

NAME ADDRESS DATES SERVICES RENDERED

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

NAME ADDRESS

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

NAME AND ADDRESS DATE ISSUED

20. Inventories

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

DATE OF INVENTORY INVENTORY SUPERVISOR DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

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

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21. Current Partners, Officers, Directors and Shareholders

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

NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST

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

NAME AND ADDRESS TITLE NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

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

NAME ADDRESS DATE OF WITHDRAWAL

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

NAME AND ADDRESS TITLE DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

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

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR DATE AND PURPOSE OF WITHDRAWAL AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

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

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

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

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date January 24, 2013

Signature /s/ Raquel Tricia King
Raquel Tricia King
Debtor

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

B8 (Form 8) (12/08)

**United States Bankruptcy Court
Southern District of Texas**

In re Raquel Tricia King
Debtor(s)

Case No. _____
Chapter 7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: Ameriprise Financial	Describe Property Securing Debt: Ameriprise Life Insurance Policy No. ending in 8004
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)). Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 2	
Creditor's Name: Ameriprise Financial	Describe Property Securing Debt: Ameriprise Life Insurance Policy ending in 1004
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)). Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

B8 (Form 8) (12/08)

Page 2

Property No. 3	
Creditor's Name: Ameriprise Financial	Describe Property Securing Debt: Ameriprise Life Insurance Policy ending in 4004
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 4	
Creditor's Name: C.I.A. Services, Inc.	Describe Property Securing Debt: Real property located at 5506 Flax Bourton, Humble, Texas 77346
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

Property No. 5	
Creditor's Name: Ford Credit	Describe Property Securing Debt: 2008 Chevrolet Tahoe
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

B8 (Form 8) (12/08)

Property No. 6	
Creditor's Name: Midland Mortgage Company	Describe Property Securing Debt: Real property located at 5506 Flax Bourton, Humble, Texas 77346
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date January 24, 2013

Signature /s/ Raquel Tricia King
Raquel Tricia King
 Debtor

**United States Bankruptcy Court
Southern District of Texas**

In re Raquel Tricia King

Debtor(s)

Case No. _____

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>300.00 per hour</u>
Prior to the filing of this statement I have received	\$	<u>2,500.00</u>
Balance Due	\$	<u>Hourly</u>

2. \$ 306.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor Other (specify):

4. The source of compensation to be paid to me is:

Debtor Other (specify): Assets of the Bankruptcy Estate

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: _____

Liza A. Greene 14547800
Laura Dale & Associates, P.C.
1800 Saint James Place, Suite 620
Houston, TX 77056
(713) 600-1717 Fax: (713) 600-1718
lgreene@dalefamilylaw.com

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$46 administrative fee, \$15 trustee surcharge: Total Fee \$306)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$46 administrative fee: Total fee \$281)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over

a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$46 administrative fee: Total fee \$1046)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$46 administrative fee: Total fee \$246)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
Southern District of Texas**

In re Raquel Tricia King Debtor(s) Case No. _____ Chapter 7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Raquel Tricia King
Printed Name(s) of Debtor(s)

X /s/ Raquel Tricia King January 24, 2013
Signature of Debtor Date

Case No. (if known) _____

X _____
Signature of Joint Debtor (if any) Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

**United States Bankruptcy Court
Southern District of Texas**

In re Raquel Tricia King

Debtor(s)

Case No. _____

Chapter 7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date: January 24, 2013

/s/ Raquel Tricia King

Raquel Tricia King

Signature of Debtor

151st Judicial District Court
Harris County, Texas
201 Caroline
Houston, TX 77002

44th Judicial District Court
Dallas County, Texas
600 Commerce Street, Suite 101
Dallas, TX 75202

Advanced Diversified Services, Inc.

Ambit

Ameriprise Financial

Apache Stone Quarry, LLC
MSC#160
P.O. Box 2956
San Antonio, TX 78299-2956

Avondale Estates Condominium Association
10 Sutton Place
Avondale Estates, GA 30002

Burgower & Rainwater, LLP
3355 W. Alabama, Suite 620
Houston, TX 77098

C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, TX 77338-4023

Caine & Weiner
338 Harris Hill Rd., Suite 206
Buffalo, NY 14221-7470

Capital One
P.O. Box 85520
Richmond, VA 23285

Capital One
P.O. Box 5253
Carol Stream, IL 60197

Central Financial
P.O. Box 660873
Dallas, TX 75266

Central Financial Control
P.O. Box 66051
Anaheim, CA 92816

Chavez Plumbing, Inc.
520 W. Bertrand
Houston, TX 77037

Clear Wireless, LLC

Comcast
9602 S 300 W
Sandy, UT 84070

Cox Law Firm
1300 Norwood Drive, Suite 100
Bedford, TX 76022

Credit Management
4200 International Pkwy.
Carrollton, TX 75007

Credit Management
17070 Dallas Pkwy
Dallas, TX 75248-1950

Credit Protection
P.O. Box 802068
Dallas, TX 75380-2068

Credit Prt Assoc.
One Galleria Tower
13355 Noel Road S
Dallas, TX 75240

Dynasplint System, Inc.

Eric W. Boutte
14307 Heidi Oaks Lane
Humble, TX 77396

FAC/NAB
480 James Robertson Pkwy.
Nashville, TN 37219

First National Bank of Anderson
1071 Hwy 90 South
P.O. Box 159
Anderson, TX 77830

FMC - Omaha Service Ctr
P.O. Box 542000
Omaha, NE 68154-8000

Ford Credit
P.O. Box 650575
Dallas, TX 75265-0575

Fremont Inv.
P.O. Box 6208
Orange, CA 92864

Frost-Arnett Company
P.O.Box 198988
Nashville, TN 37219-8988

Gary Fitzsimmons
Dallas County District Clerk
600 Commerce, 1st Floor
Dallas, TX 75202-4606

Greater Houston Anesthesiology

Halff Associates, Inc.
P.O. Box 910259
Dallas, TX 75391-0259

Harris County Toll Road Authority
Violation Enforcement Center
1310 Prairie, Suite 330
Houston, TX 77002

Harris County Toll Road Authority
7701 Wilshire Place Drive
Houston, TX 77040

Harris County WCID 96

Hays, McConn, Rice & Pickering
1233 West Loop South, Suite 1000
Houston, TX 77027

Healthy Resources Enterprise, Inc.
530 N. Sam Houston Parkway East
Suite 300
Houston, TX 77060

HSBC Card Services
P.O. Box 49352
San Jose, CA 95161-9352

Jeffrey H. Rusthoven
Griffith Nixon Davison, P.C.
Two Lincoln Centre
5420 LBJ Freeway, Suite 900
Dallas, TX 75240

Jeffrey M. Travis
Travis & Calhoun
1000 Providence Towers East
5001 Spring Valley Road
Dallas, TX 75244

JP Morgan
JPMorgan Chase Bank Court Orders & Levie
P.O, Box 183164
Columbus, OH 43218-3164

Ladner Mechanical, LLC

Linebarger Goggan Blair & Sampson
1300 Main, Suite 300
Houston, TX 77002

Linebarger Goggan Blair & Sampson, LLP
1301 Travis Street, Suite 300
Houston, TX 77002

Mackie Wolf Zientz & Mann, P.C.
Pacific Center I, Suite 660
14180 North Dallas Parkway
Dallas, TX 75254

Midland Mortgage Company
P.O. Box 268806
Oklahoma City, OK 73126

Midland Mortgage/Midfirst
P.O. Box 268959
Oklahoma City, OK 73126-8959

Midland Mortgage/Midfirst
999 NW Grand Blvd.
Oklahoma City, OK 73118

NCO Financial Systems, Inc.
P.O. Box 15372
Wilmington, DE 19850-5372

NCO Financial Systems, Inc.
P.O. Box 15630
Dept. 02
Wilmington, DE 19850

Novastar Home Mortgage & Finance
8140 Ward Pkwy, Suite 200
Kansas City, MO 64114-2039

Ocwen Loan Servicing
P.O. Box 6640
Carol Stream, IL 60197-6440

Ocwen Loan Servicing
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Ocwen Loan Servicing, LLC
Attn: Research Dept.
12650 Ingenuity Drive
Orlando, FL 32826-2703

Orchard Bank
P.O. Box 49311
San Jose, CA 95161-9311

Parrish-Hare Electrical Supply, LP

Penn Credit
916 S 14th St.
P.O. Box 988
Harrisburg, PA 17108-0988

Quest Diagnostics
P.O. Box 740779
Cincinnati, OH 45274-0779

Rausch, Sturm, Israel, Enerson & Hornik
15851 North Dallas Pkwy., Suite 245
Addison, TX 75001

Redding Linden Burr, Inc.

Samuel C. Fulcher
18 South Main Street, Suite 602
Temple, TX 76501

SFS Security Fire Systems, Inc.

Shelia Norman, District Clerk
Bell County, Texas
1201 West Huey Road
P.O. Box 909
Belton, TX 76513

Slates C. Veazey
1601 Elm Street, Suite 3000
Dallas, TX 75201

Texas Children's Pedi Associates
P.O. Box 841969
Dallas, TX 75284-1969

Texas Children's Pediatric Associates
8080 N. Stadium Drive, Suite 200
Houston, TX 77054

Texas Workforce Commission
Regulatory Integrity Division
P.O. Box 684483
Austin, TX 78768-4483

Weissman Nowack Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, GA 30326

Wells Fargo
Legal Order Processing
P.O. Box 7600
Philadelphia, PA 19106

EXHIBIT 25

before September 26, 2014 all property relating to said Judgment Defendant's interest in the entities listed on Exhibit A attached hereto, as well as all other non-exempt in property that Judgment Defendant Eric Wayne Boutte owns or has any interest in, together with all documents and records related to such property

It is further ORDERED that Western recover from Judgment Defendants, jointly and severally, reasonable and necessary attorney's fees in the amount of \$1,000.00 and all costs of this proceeding, for which let execution issue in Judgment Defendants are hereby ORDERED to pay said amount in the form of a cashier's check made payable to Western Surety Company and delivered to counsel for Western, Nancy H. Hamren, at 515 Greenway Plaza, Suite 2000, Houston, Texas 77046, no later than fourteen (14) days from the date of this Order.

Appointment of Receiver

The Court further finds that the portion of Western's Application seeking a receiver is well-founded and should be granted and a receiver should be appointed to take possession of and sell the leviable assets of Eric Wayne Boutte, 530 Properties, LLC and Healthy Resources, Inc., Judgment Defendants. The Court also finds that said Judgment Defendants own non-exempt property that cannot readily be attached or levied on by ordinary legal process, to wit, funds in a bank account, inasmuch as garnishment is an *extraordinary* remedy under chapter 62 of the Texas Civil Procedures and Remedies Code. Notwithstanding any contrary language in this Order, this order is not intended, and does not, compel turnover of Judgment Defendant Eric Wayne Boutte's homestead, checks for current wages, or other property which is exempt under applicable law.

It is hereby ORDERED that Attorney, Eva Enschant in whose address is 2 Riverway, Suite 700 Houston, Texas 77056 and whose telephone number is 713-626-1200 and fax number is 713-623-6014 in

hereby appointed Receiver in this cause pursuant to Tex Civ Prac & Rem Code, Section 31 002 with the power and authority to take possession of all leviable property of Judgment Defendants, including, but not limited to, the following nonexempt property

- 1 all documents and records, including financial records, related to such property that is in the actual or constructive possession or control of Judgment Defendants,
- 2 all financial accounts, certificates of deposit, money-market accounts, and accounts held by any third party,
- 3 all securities,
- 4 all real property, equipment, vehicles, boats, and planes,
- 5 all safe-deposit boxes or vaults,
- 6 all cash,
- 7 all negotiable instruments, including promissory notes, drafts, and checks,
- 8 all causes of action or choses in action,
- 9 all contract rights, whether present or future, and
- 10 all accounts receivable

It is further ORDERED that all such property described above shall be held in *custodia legis* of the Receiver as of the date of this order

It is further ORDERED that, in addition to the powers of Receiver set forth herein, Receiver shall have the following right, authority, and power with respect to Judgment Defendants' property, to—

- 1 collect all accounts receivable of Judgment Defendants and all rents due Judgment Defendants from any tenant,
- 2 change locks to all premises at which any property is situated,
- 3 direct the delivery of Judgment Defendants' mail, and the mail of any business of Judgment Defendants to Receiver's address and open all mail directed to Judgment Defendants and any business of Judgment Defendants, *Except the Receiver may not divert or open any personal mail addressed to ERIC WAYNE BOUTHE.*

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Law

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- 4 endorse and cash all checks and negotiable instruments payable to Judgment Defendants, except paychecks for current wages. *not exempt* *Z*
- 5 hire a real estate broker to sell any real property and mineral interest belonging to Judgment Defendants, *A*
- 6 hire any person or company to move and store the property of Judgment Defendants, *non exempt* *Z*
- 7 insure, but without the obligation to insure, any property belonging to Judgment Defendants,
- 8 obtain from any financial institution, bank, credit union, credit bureau, savings and loan, title company, or any other third party any financial records belonging to or pertaining to Judgment Defendants,
- 9 obtain from any landlord, building owner, or building manager where Judgment Defendants or Judgment Defendants' business is a tenant, copies of Judgment Defendants' lease, lease application, credit application, and payment history and copies of Judgment Defendants' checks for rent or other payments,
- 10 hire any person or company necessary to accomplish any right or power under this Order, and
- 11 take all action necessary to gain access to all storage facilities, safe-deposit boxes, real property, and leased premises wherein any property of Judgment Defendants may be situated and to review and obtain copies of all documents related to the property

It is further ORDERED that, in addition to the powers of Receiver set forth herein, Receiver shall have the right, authority, and power to request and obtain from all providers of utilities, telecommunications, telephone, cell phone, cable, Internet, database, Internet Web site hosting, satellite television, and all similar services, including Internet blogs and chat rooms, discovery compelling the production of any information regarding Judgment Defendants' payments, payment history, and financial information, including account information, telephone numbers, names, service addresses, telephone numbers, IP addresses, call detail records, payment records, and bank and credit card information. This Order specifically serves as the court order required by 47 U.S.C. § 551 and satisfies all obligations of the responding party to

obtain or receive a court order before disclosing material containing personally identifiable information of the subscriber or customer

It is further ORDERED that any sheriff or constable of any county of this state and their deputies and any other peace officer of this state are hereby directed and ordered to assist Receiver in carrying out ~~his~~ ^{her or} duties and exercising ~~his~~ ^{her or} powers hereunder and to prevent any person from interfering with Receiver in taking control and possession of the property of Judgment Defendants, without the necessity of a writ of execution Receiver is authorized to direct any constable or sheriff to seize and sell property under a writ of execution

See fifteen (15)
It is further ORDERED that Judgment Defendants immediately turn over to Receiver within ~~three~~ ¹⁵ days of Judgment Defendants' receipt of a copy of this order (1) a copy of the documents relating to the entities listed on Exhibit A attached hereto, (2) all documents contained in Exhibit B attached hereto, (2) all documents and financial records that may be requested by Receiver, and (3) all checks, cash, securities, promissory notes, documents of title, and contracts owned by or in the name of Judgment Defendants

It is further ORDERED that Judgment Defendants identify and turn over to Receiver all interests of Judgment Defendants in any business or venture and all agreements, stock certificates, and other documents pertaining to Judgment Defendants' ownership in the business or venture

It is further ORDERED that Judgment Defendants continue, until the judgment in this cause is fully paid, to turn over to Receiver at Receiver's address all checks, cash, securities, promissory notes, documents of title, and contracts within three days of Judgment Defendants' receipt and possession of such property if, as, and when Judgment Defendants comes into receipt and possession of any such property Paychecks for current wages are exempt from this order

It is further ORDERED that Receiver post bond in the amount of \$100 00 payable to this Court and conditioned on the faithful discharge of Receiver's duties in accordance with this order Receiver's fee is taxed as costs against Judgment Defendants Receiver is FURTHER ORDERED to take the oath of his office

It is further ORDERED that the Receiver and all persons acting under the direction of the Receiver shall be immune from liability for all actions taken by them to the extent such actions are permitted by this Order

NOTICE TO THIRD PARTIES YOU ARE HEREBY NOTIFIED THAT THE RECEIVER, TO THE EXCLUSION OF THE DEFENDANT, IS THE PARTY ENTITLED TO POSSESS, SELL, LIQUIDATE AND OTHERWISE DEAL WITH DEFENDANTS NONEXEMPT REAL AND PERSONAL PROPERTY ONCE YOU HAVE RECEIVED NOTICE OF THIS ORDER, YOU MAY BE SUBJECT TO LIABILITY SHOULD YOU RELEASE ANY PROPERTY TO THE DEFENDANTS, UNLESS OTHERWISE DIRECTED BY THE RECEIVER OR THIS COURT

It is further, ORDERED that the above-named Receiver is DIRECTED and AUTHORIZED to pay to ~~himself~~ ^{herself} as Receiver's fees, an amount equal to 25% of the total amount coming into ~~his~~ ^{her} possession, which shall be taxed as costs against the Defendants, which the Court finds is a fair, reasonable and necessary fee for the Receiver, and to distribute all remaining proceeds to the attorney for the Plaintiff, as Trustee, without the requirement, of an Order therefore No Receiver's fees exceeding 25% of the total amount coming into his possession shall be paid to the Receiver unless an Application is filed with and ruled upon by this Court, with notice and opportunity for hearing granted to Plaintiff and Defendants, and an

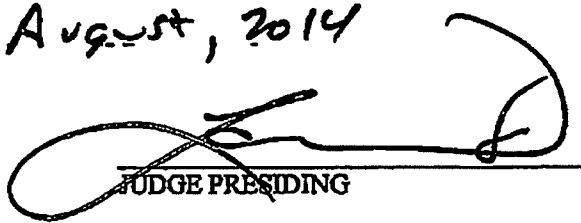
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Order is signed approving said fee application All Receiver's fees will be taxed as costs against the Defendant(s)/Respondent(s)

It is further, ORDERED that any postage, travel expenses or other expenses and costs reasonably and necessary incurred in carrying out the terms of this Order of the Court may be taxed against the Defendant as costs, and may be collected by the Receiver from the Defendant which shall be in addition to those sums and amounts provided for in the judgment

It is further ORDERED that Receiver shall not disburse to Applicant funds or proceeds from property sold by Receiver without Judgment Defendants' written consent or order of this Court

SIGNED this 29th day of August, 2014



JUDGE PRESIDING

APPROVED

COATS, ROSE, YALE,
RYMAN & LEE, P C

By /s/ Nancy H Hamren
Nancy H Hamren
Stats Bar No 09549430
3 E Greenway Plaza, Suite 2000
Houston, Texas 77046
Telephone (713) 653-7362 - Direct
Fax (713) 651-0220
Email nhamren@coatsrose.com

ATTORNEY FOR WESTERN SURETY COMPANY

LIST OF ENTITIES ERIC WAYNE BOUTTE BELIEVED TO HAVE AN INTEREST IN

530 Properties, LLC
Acqui-Co Port Arthur Interest, LLC
Acqui-Co, LLC
Affordable Comm Dev Corp
Behavioral Group of Texas, Inc
Boutte & Associates, LLC
CDA, LLC
E A S Development, LLC
EISG Contractors, LLC
ERAL, LLC
Erudition Foundation
FEB Contractors, LLC
Fmaff Management Company, Inc
Golden Triangle
Goodhue Triangle Property, LLC
Guy Properties, LLC
HBH Services, Inc
Healthy Resources Enterprise, Inc
Hiret Team, LLC
HR Design Service, LLC
HR Engineering, LLC
HR Leasing, LLC
HR Technical & Construction, LLC
HRE Group, LLC
Joes Properties, LLC
Largent Group, LLC
LE Equipment Leasing, LLC
National Church Benefits Group, Inc

EXHIBIT A

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Nations Management Holdings, LLC

PacedMill, LLC

Paramount Acquisitions Group Inc

Protectors Insurance Agency

Smoothies and More

STCC of Texas, LLC

V Kups, LLC

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

WESTERN SURETY COMPANY

v

HEALTHY RESOURCES ENTERPRISE,
INC , 530 PROPERTIES, LLC,
ERIC WAYNE BOUTTE AND
RAQUEL TRICIA KING formerly known as
RAQUEL TRICIA KING BOUTTE

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§
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CIVIL ACTION NO 4 12-cv-02946

DOCUMENTS REQUESTED

Definitions and Instructions

1 "Document" means writings of every kind, including, but not limited to, all correspondence, notes, memoranda, tabulations, charts, graphs, records, reports, report forms, minutes, minute books, papers, letters, bulletins, books, schedules, lists, worksheets, records of any communications or conversations (including telephone notes and bills), emails, text messages, instagrams, instructions, appointment books, calendar and diary entries, tapes and tape recordings, CDs, audios, photos, or any other form of electronic or mechanical recordings, microfilm and other forms of preserving information of every kind, whether in the actual or constructive possession, custody or control of Defendant, or any of Defendant's agents, employees, or representatives, whatever located

The term "document" also includes copies of writings when you do not have the originals in your possession, custody or control, as well as copies bearing notations or containing information in addition to that contained on the originals You must produce not only the documents specifically requested in the request for documents, but also each and every document in the file folder or other information storage, organization, and/or retrieval system maintained together with the specific document requested by Western

2 "Boutte" as used herein means the defendant and judgment debtor in the above-numbered and styled action, Eric Wayne Boutte

3 The "Boutte Property" as used herein means all of that certain property, real and personal, which was awarded to Boutte under the Divorce Decree

4 "Correspondence" means any communication by letter or otherwise, messages, reports, exchanges of letters, recording of conversation, publication, writing, picturing, drawing,

written documents of disclosure memorializing description, mention, announcement, conference, presentation, interchange, expression, narration, relation, declaration, assertion, elucidation, transmission, reception or any news, ideas, announcements, statements, speech, language, communiques, briefings, bulletins, summaries, information, reports, accounts, declarations, publicity, translations, printed work, advice, conversations in the form of book, letter, newspaper, magazine, radio broadcast, dispatch, telecast, telegram, radiogram, circular, notes, memorandum and facsimile

5 "Description" includes physical description where appropriate, as well as year, make, model, serial number, or other permanent identification number such as account number

6 "Divorce Decree" as used herein means the Final Decree of Divorce which was signed on July 27, 2012 in the Divorce Proceeding

7 "Divorce Proceeding" as used herein means that certain divorce proceeding which was filed under Cause No 2011-32990 in the 246th Judicial District Court of Harris County, Texas and in which there was entered a Final Decree of Divorce on July 27, 2012

8 "530 PL" as used herein means the defendant and judgment debtor in the above-numbered and styled action, 530 Properties, LLC

9 "HRE" as used herein means the defendant and judgment debtor in the above-numbered and styled action, Healthy Resources Enterprise, Inc

10 "Identify" with respect to an asset, means a description, account number, legal description, location, and/or other information that will allow for the identification of the particular asset

11 "Identify" with respect to an individual or an entity means the name, address, and telephone number of the person or entity

12 "Ownership interest" shall refer to beneficial, equitable and/or legal interest

13 "Regarding," "Relating to," or "Referring" means in any way concerning, constituting, analyzing, discussing, describing, considering, modifying, amending, confirming, endorsing, representing, supporting, qualifying, terminating, revoking, canceling, negating, or listing, unless qualified by words of limitation

14 The term "up to the present" means at the time you received this discovery request and at the time that you answered it

15 The term "you" or "your" means the defendant and judgment debtor in the above-numbered and entitled action, Eric Wayne Boutte

16 Each request for document seeks production of all documents described herein in your possession, custody or control Each request for document seeks production of the

document in its entirety without abbreviation or expurgation, including all attachments or other matter affixed thereto

17 If any document requested herein was formally in your possession, custody or control and has been lost or destroyed or otherwise disposed of, you are requested to submit in lieu of any such document a written statement

- a Describing in detail the nature of the document and its content,
- b Identifying the person who prepared and/or authored the document and the date of the document's preparation, and
- c Specifying the date the document was lost or destroyed

18 If you withhold any document requested herein on the basis of any claim or privilege of work product, you are requested to submit, in lieu of such document, a written statement on the date of commencement of production

- a Identifying the person who prepared or authored the document and if applicable, each and every person who received or saw a copy of the document,
- b Specifying the date the document was prepared and/or transmitted,
- c Identifying the subject matter of the document,
- d Describing the nature of the document,
- e Stating briefly why you claim the document is privileged or constitutes work product

19 If you maintain that any exemption(s) exists, you are instructed to fully and completely identify the specific exemption which you claim exists as to Western's request for discovery

20 If you allege that any request for discovery contained herein is, in any manner, ambiguous, you are instructed to describe in detail the reasons for your allegations that the request is ambiguous including, but not limited to, each interpretation which you allege the specific request for discovery is subject to. Further, you are instructed to respond, to the best of your ability, to Western's discovery request(s) as to each interpretation which you allege may be given to the discovery request in question

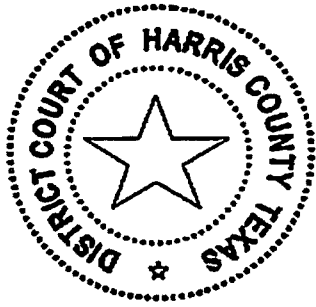
21 If you object to any of the discovery requests contained herein, you are instructed to identify, with specificity, the specific procedural rule(s) or substantive law(s) upon which you base your objection. It is also not grounds for objection that an interrogatory propounded involves an opinion or contention that relates to fact or the application of law to fact

Documents Requested

- 1 All income tax returns, with attached schedules or other documents, filed by you with the Internal Revenue Service since 2009
- 2 All documents that constitute or refer in any way, directly or indirectly, to any and all books, records, or other memoranda of business or financial conduct, activities, status or income of yours or of HRE, since January 1, 2009
- 3 All documents that constitute or refer in any way, directly or indirectly, to any records of salaries, commissions, bonuses, income from employment, allowances, expenses, or any other sums of money paid to you or HRE since January 1, 2009
- 4 All documents that contain or refer in any way, directly or indirectly, to the name(s) and address(es) of the person or persons who have custody of records of salaries, commissions, bonuses, allowances, expenses, or any other sums of money paid to you or to HRE since January 1, 2009
- 5 All documents referring in any way, directly or indirectly, to the name and address of persons or entities to whom you have given a financial statement since January 1, 2009
- 6 All documents that constitute or refer in any way, directly or indirectly, to financial statements prepared by you or for you since January 1, 2009
- 7 All documents containing or referring in any way, directly or indirectly, to the names and addresses of persons who have served as bookkeepers, tax preparers, or financial advisers for you since January 1, 2009
- 8 All documents referring in any way, directly or indirectly, to real estate that you own or in which you owned or claimed an interest since January 1, 2009
- 9 All documents referring in any way, directly or indirectly, to any items of personal property who own or in which you owned or claimed any interest since January 1, 2009
- 10 All documents referring in any way, directly or indirectly, to any personal or real property which you have sold, given, paid, or otherwise conveyed since January 1, 2009
- 11 All documents that constitute or refer in any way, directly or indirectly, to any appraisal of any real or personal property prepared for you since January 1, 2009
- 12 All documents, items, and things referring in any way, directly or indirectly, to any and all accounts (business or personal bank, checking, savings, credit union, or retirement accounts) in which you have had an interest since January 1, 2009

- 13 All documents referring in any way directly or indirectly, to any and all motorized vehicles (including automobiles, trucks, watercraft, aircraft, and motorcycles) in which you claimed an interest since January 1, 2009
- 14 All documents that evidence or refer in any way, directly or indirectly, to any money owed to you by any person or entity
- 15 All documents referring in any way, directly or indirectly, to the anticipated amount of recovery in any legal cause of action, either real or anticipated, by you
- 16 All documents referring in any way, directly or indirectly, to any cash currently in your possession
- 17 All documents referring in any way, directly or indirectly, to any and all cash in accounts owned or claimed by you or held or deposited with any bank or other institution(s)
- 18 All check stubs, cancelled checks and bank statements for accounts in which you claimed an interest since January 1, 2009
- 19 All documents that constitute or refer in any way, directly or indirectly, to promissory notes held by you or in which you claimed an interest since January 1, 2009
- 20 All documents referring in any way, directly or indirectly, to shares of stocks, bonds, mutual funds, certificates of deposit, or other financial investments owned by you or in which you claimed an interest since January 1, 2009
- 21 All documents referring in any way, directly or indirectly, to your ownership interest in any and all businesses in which you were a partner, officer, or shareholder since January 1, 2009
- 22 All documents referring in any way, directly or indirectly, to any equipment that you own or in which you claimed an interest since January 1, 2009
- 23 All documents referring in any way, directly or indirectly, to debts owed by you, including account name(s), original amount, person or entity to whom due, balance owing, payments, maturity and collateral
- 24 All documents referring in any way, directly or indirectly, to any assets held in trust, in an estate, or in any other name or capacity in which you claim or have had an interest since January 1, 2009
- 25 All documents referring in any way, directly or indirectly, to assets, that are securing any debt for which you are liable
- 26 All documents referring in any way, directly or indirectly, to any unsatisfied judgments against you or for which you are liable

- 27 All documents referring in any way, directly or indirectly, to any dividends payable to you or in which you claimed an interest since January 1, 2009
- 28 All documents referring in any way, directly or indirectly, to any royalties payable to you or in which you claimed an interest since January 1, 2009
- 29 All documents referring in any way, directly or indirectly, to any insurance payments due to you
- 30 All documents referring in any way, directly or indirectly, to any insurance policy you own
- 31 All documents referring in any way, directly or indirectly, to any other assets you have owned or claimed an interest since January 1, 2009, not produced pursuant to a previous request for production
- 32 All documents referring in any way, directly or indirectly, to any other current liabilities not produced to a previous request for production set forth above
- 33 All documents referring in any way, directly or indirectly, to any of the entities listed on Exhibit A attached hereto
- 34 All documents referring in any way, directly or indirectly, to any of the Boutte Property that was awarded to you in the Divorce Decree



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office
this September 3, 2014

Certified Document Number: 62161240 Total Pages: 15

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

P2
NPTJ

CAUSE NO. 2010-47604

US GENERAL CONTRACTORS, LLC

§
§
§
§
§

IN THE DISTRICT COURT

VS.

HARRIS COUNTY, TEXAS

HEALTHY RESOURCES ENTERPRISE,
INC., ET AL

55TH JUDICIAL DISTRICT

CONSOLIDATED WITH

CAUSE NO. 2010-47605

ENVIROTECH SERVICES, LLC

§
§
§
§
§

IN THE DISTRICT COURT

VS.

HARRIS COUNTY, TEXAS

HEALTHY RESOURCES ENTERPRISE,
INC., ET AL

333RD JUDICIAL DISTRICT

MUNC PRO TUNC
FINAL JUDGMENT

2/5/2014 1:53:35 PM
Chris Daniel - District Clerk
Harris County
Envelope No: 392074
By: FLORES, DANIEL

Pursuant to the Findings of Fact and Conclusions of Law entered on January 15, 2014, judgment is rendered as follows:


Envirotech Services, LLC is awarded judgment against Healthy Resources Enterprise, Inc. and Eric Boutte in the amount of \$3,481,404.65, together with pre-judgment interest in the amount of \$600,899.98.

US General Contractors, LLC is awarded judgment against Healthy Resources Enterprise, Inc. and Eric Boutte in the amount of \$1,111,349.24, together with prejudgment interest in the amount of \$191,822.40.

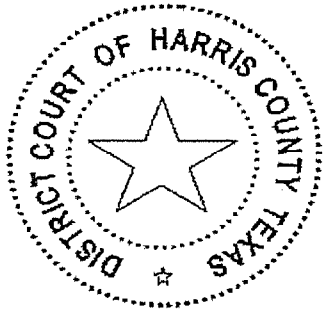
Envirotech Services, LLC and US General Contractors, LLC are also awarded post judgment interest at the rate of 5%, together with attorneys' fees in the amount of \$46,000.00. All other relief is denied. This is a final judgment, and is appealable.

IT IS SO ORDERED.

SIGNED on the 17 day of February, 2014.



JUDGE JEFF SHADWICK



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this March 4, 2014

Certified Document Number: 59670531 Total Pages: 2

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

EXHIBIT 26

Healthy Resources Enterprise Payments (HRE)

Application #	Date of Application	Date of Check	Ck Number	Amount	
1	2/24/2009	3/5/2009	553688	\$ 2,641,261.65	NO DATE LOGGED-OUT
2	3/24/2009	4/9/2009	555012	\$ 1,622,907.31	4-9-09
3	4/24/2009	5/14/2009	556555	\$ 1,385,240.32	5-14-09
4	5/23/2009	6/24/2009	558648	\$ 3,465,958.50	GREG DAVIS 6-25-09
5/1	6/23/2009	6/25/2009	558753	\$ 3,026,509.74	NO DATE LOGGED-OUT
6/2	7/23/2009	8/10/2009	559622	\$ 2,617,630.90	NO DATE LOGGED-OUT
7/3	8/24/2009	9/10/2009	560713	\$ 405,407.31	NO DATE LOGGED-OUT
8/4	9/25/2009	10/9/2009	562200	\$ 624,913.13	TO LANA ON 10-9-09
5	10/23/2009	11/12/2009	563787	\$ 1,183,946.83	NO DATE LOGGED-OUT
10	10/29/2009	11/12/2009	563787	\$ 12,727.97	NO DATE LOGGED-OUT
11/6	12/31/2009	1/14/2010	566399	\$ 2,149,043.29	NO DATE LOGGED-OUT
Total Payments				\$ 19,135,546.95	

EXHIBIT 27

HRE

Account 1408509

BS Date	Check #	Description	Amount	Balance
12/31/08		Beginning Balance		\$ 1,778,156.13
01/16/09		Deposit	\$ 2,728.43	\$ 1,780,884.56
01/30/09		Deposit	\$ 3,017.82	\$ 1,783,902.38
01/27/09		702986151	\$ (16,055.10)	\$ 1,767,847.28
02/05/09		Deposit	\$ 184,752.38	\$ 1,952,599.66
02/05/09		Deposit	\$ 3,986.50	\$ 1,956,586.16
02/05/09		Deposit	\$ 2,728.43	\$ 1,959,314.59
02/05/09		Deposit	\$ 5.60	\$ 1,959,320.19
02/06/09		Deposit	\$ 3,947.65	\$ 1,963,267.84
02/06/09		Deposit	\$ 826.50	\$ 1,964,094.34
02/06/09		Deposit	\$ 826.50	\$ 1,964,920.84
02/06/09		Deposit	\$ 88.12	\$ 1,965,008.96
02/27/09		Interest	\$ 1,588.14	\$ 1,966,597.10
02/17/09			\$ (58,000.00)	\$ 1,908,597.10
02/18/09			\$ (18,000.00)	\$ 1,890,597.10
02/19/09			\$ (6,000.00)	\$ 1,884,597.10
02/06/09		140850902	\$ (807,000.00)	\$ 1,077,597.10
02/06/09		140850902	\$ (22,000.00)	\$ 1,055,597.10
02/23/09		140850902	\$ (26,000.00)	\$ 1,029,597.10
02/27/09		702986151	\$ (16,055.10)	\$ 1,013,542.00
03/06/09		BISD	\$ 2,641,261.65	\$ 3,654,803.65
03/31/09		Interest	\$ 2,811.47	\$ 3,657,615.12
03/03/09		Wire Transfer	\$ (11,293.08)	\$ 3,646,322.04
03/03/09		140850902	\$ (100,500.00)	\$ 3,545,822.04
03/03/09		Wire Fee	\$ (15.00)	\$ 3,545,807.04
03/10/09		140850902	\$ (401,000.00)	\$ 3,144,807.04
03/17/09		140850902	\$ (508,000.00)	\$ 2,636,807.04
03/27/09		702986151	\$ (16,055.10)	\$ 2,620,751.94
03/31/09		140850902	\$ (1,170,000.00)	\$ 1,450,751.94
04/30/09		Interest	\$ 1,776.30	\$ 1,452,528.24
04/01/09			\$ (7,830.69)	\$ 1,444,697.55
04/27/09		702986151	\$ (16,055.10)	\$ 1,428,642.45
05/29/09		Interest	\$ 1,392.78	\$ 1,430,035.23
05/14/09			\$ (12,357.19)	\$ 1,417,678.04
05/14/09		140850902	\$ (500,000.00)	\$ 917,678.04
05/27/14		702986151	\$ (16,055.10)	\$ 901,622.94
06/01/09		Deposit	\$ 1,137.03	\$ 902,759.97
06/03/09		BISD	\$ 1,385,240.32	\$ 2,288,000.29
06/03/09		Deposit	\$ 26,250.00	\$ 2,314,250.29
06/03/09		Deposit	\$ 2,618.00	\$ 2,316,868.29
06/03/09		Deposit	\$ 2,440.83	\$ 2,319,309.12
06/03/09		Deposit	\$ 849.42	\$ 2,320,158.54
06/30/09		Interest	\$ 1,775.07	\$ 2,321,933.61
06/15/09			\$ (191,466.00)	\$ 2,130,467.61
06/04/09		140850902	\$ (400,000.00)	\$ 1,730,467.61
06/12/09		140850902	\$ (50,000.00)	\$ 1,680,467.61

HRE
Account 1408509

BS Date	Check #	Description	Amount	Balance
06/12/09		702986151	\$ (8,942.18)	\$ 1,671,525.43
06/12/09		702986151	\$ (3,467.63)	\$ 1,668,057.80
06/12/09		702986151	\$ (1,870.09)	\$ 1,666,187.71
06/17/09		Wire Transfer	\$ (70,000.00)	\$ 1,596,187.71
06/17/09		Wire Fee	\$ (15.00)	\$ 1,596,172.71
06/17/09		HRE Payment	\$ (112,988.19)	\$ 1,483,184.52
06/17/09		HRE Payment	\$ (110,000.00)	\$ 1,373,184.52
06/24/09		HRE Payment	\$ (110,000.00)	\$ 1,263,184.52
06/29/09		702986151	\$ (16,055.10)	\$ 1,247,129.42
06/29/09		HRE Payment	\$ (250,000.00)	\$ 997,129.42
06/29/09		Activity Charge	\$ (15.00)	\$ 997,114.42
07/01/09		140850902	\$ 6,500,000.00	\$ 7,497,114.42
07/31/09		Interest	\$ 5,344.49	\$ 7,502,458.91
07/01/09		HRE Payment	\$ (105,000.00)	\$ 7,397,458.91
07/01/09		HRE Payment	\$ (65,000.00)	\$ 7,332,458.91
07/07/09		HRE	\$ (2,340,000.00)	\$ 4,992,458.91
07/13/09		140850902	\$ (350,000.00)	\$ 4,642,458.91
07/13/09		140850902	\$ (60,000.00)	\$ 4,582,458.91
07/14/09		140850902	\$ (400,000.00)	\$ 4,182,458.91
07/23/09		HRE Payment	\$ (710,000.00)	\$ 3,472,458.91
07/27/09		Stop Payment	\$ (25.00)	\$ 3,472,433.91
07/27/09		702986151	\$ (16,055.10)	\$ 3,456,378.81
07/27/09		140850902	\$ (100,000.00)	\$ 3,356,378.81
07/27/09		Activity Charge	\$ (15.00)	\$ 3,356,363.81
07/31/09		HRE Payment	\$ (411,000.00)	\$ 2,945,363.81
07/31/09		Activity Charge	\$ (15.00)	\$ 2,945,348.81
08/12/09		Deposit	\$ 22,500.00	\$ 2,967,848.81
08/12/09		Deposit	\$ 10,576.00	\$ 2,978,424.81
08/12/09		Deposit	\$ 9,518.40	\$ 2,987,943.21
08/12/09		Deposit	\$ 5,853.55	\$ 2,993,796.76
08/12/09		Deposit	\$ 5,853.55	\$ 2,999,650.31
08/12/09		Deposit	\$ 2,728.43	\$ 3,002,378.74
08/12/09		Deposit	\$ 1,721.92	\$ 3,004,100.66
08/12/09		Deposit	\$ 1,137.03	\$ 3,005,237.69
08/12/09		Deposit	\$ 1,080.00	\$ 3,006,317.69
08/12/09		Deposit	\$ 558.06	\$ 3,006,875.75
08/12/09		Deposit	\$ 165.88	\$ 3,007,041.63
08/12/09		Deposit	\$ 143.02	\$ 3,007,184.65
08/12/09		Deposit	\$ 9.39	\$ 3,007,194.04
08/24/09		Deposit	\$ 30,832.00	\$ 3,038,026.04
08/24/09		Deposit	\$ 26,382.63	\$ 3,064,408.67
08/24/09		Deposit	\$ 4,200.00	\$ 3,068,608.67
08/24/09		Deposit	\$ 3,152.37	\$ 3,071,761.04
08/24/09		Deposit	\$ 1,000.00	\$ 3,072,761.04
08/24/09		Deposit	\$ 165.88	\$ 3,072,926.92
08/24/09		Deposit	\$ 30.75	\$ 3,072,957.67

HRE

Account 1408509

BS Date	Check #	Description	Amount	Balance
08/24/09		Deposit	\$ 26.83	\$ 3,072,984.50
08/28/09		Deposit	\$ 5,853.55	\$ 3,078,838.05
08/28/09		Deposit	\$ 3,966.00	\$ 3,082,804.05
08/28/09		Deposit	\$ 1,778.59	\$ 3,084,582.64
08/28/09		Deposit	\$ 1,137.03	\$ 3,085,719.67
08/31/09		Interest	\$ 1,786.79	\$ 3,087,506.46
08/04/09		140850902	\$ (1,250,000.00)	\$ 1,837,506.46
08/25/09		HRE	\$ (800,000.00)	\$ 1,037,506.46
08/27/09		702986151	\$ (16,055.10)	\$ 1,021,451.36
09/02/09		Deposit	\$ 73,500.00	\$ 1,094,951.36
09/02/09		Deposit	\$ 19,282.63	\$ 1,114,233.99
09/02/09		Deposit	\$ 18,456.43	\$ 1,132,690.42
09/02/09		Deposit	\$ 1,721.92	\$ 1,134,412.34
09/09/09		Deposit	\$ 19,036.80	\$ 1,153,449.14
09/09/09		Deposit	\$ 13,546.77	\$ 1,166,995.91
09/09/09		Deposit	\$ 2,728.43	\$ 1,169,724.34
09/09/09		Deposit	\$ 558.06	\$ 1,170,282.40
09/15/09		BISD	\$ 405,407.31	\$ 1,575,689.71
09/15/09		Deposit	\$ 1,553.97	\$ 1,577,243.68
09/15/09		Deposit	\$ 1,527.75	\$ 1,578,771.43
09/15/09		Deposit	\$ 1,247.04	\$ 1,580,018.47
09/23/09		Deposit	\$ 30,080.90	\$ 1,610,099.37
09/23/09		Deposit	\$ 12,180.99	\$ 1,622,280.36
09/23/09		Deposit	\$ 165.88	\$ 1,622,446.24
09/30/09		Interest	\$ 1,385.15	\$ 1,623,831.39
09/28/09		702986151	\$ (16,055.10)	\$ 1,607,776.29
10/08/09		Deposit	\$ 48,600.00	\$ 1,656,376.29
10/08/09		Deposit	\$ 45,000.00	\$ 1,701,376.29
10/08/09		Deposit	\$ 23,200.00	\$ 1,724,576.29
10/08/09		Deposit	\$ 17,186.00	\$ 1,741,762.29
10/08/09		Deposit	\$ 5,853.55	\$ 1,747,615.84
10/08/09		Deposit	\$ 4,881.66	\$ 1,752,497.50
10/08/09		Deposit	\$ 2,728.43	\$ 1,755,225.93
10/08/09		Deposit	\$ 1,721.92	\$ 1,756,947.85
10/08/09		Deposit	\$ 1,137.03	\$ 1,758,084.88
10/08/09		Deposit	\$ 500.00	\$ 1,758,584.88
10/08/09		Deposit	\$ 402.98	\$ 1,758,987.86
10/08/09		Deposit	\$ 49.52	\$ 1,759,037.38
10/09/09		BISD	\$ 624,913.13	\$ 2,383,950.51
10/09/09		Deposit	\$ 110,000.00	\$ 2,493,950.51
10/30/09		Interest	\$ 1,085.70	\$ 2,495,036.21
10/01/09		140850902	\$ (600,000.00)	\$ 1,895,036.21
10/09/09		HRE Payment	\$ (490,000.00)	\$ 1,405,036.21
10/14/09		140850902	\$ (250,000.00)	\$ 1,155,036.21
10/27/09		702986151	\$ (16,055.10)	\$ 1,138,981.11
10/30/09		HRE Payment	\$ (114,000.00)	\$ 1,024,981.11

HRE

Account 1408509

BS Date	Check #	Description	Amount	Balance
11/12/09		Deposit	\$ 1,340.49	\$ 1,026,321.60
11/19/09		140850902	\$ 670,000.00	\$ 1,696,321.60
11/30/09		Interest	\$ 726.64	\$ 1,697,048.24
11/09/09			\$ (89,000.00)	\$ 1,608,048.24
11/16/09			\$ (50,000.00)	\$ 1,558,048.24
11/13/09		HRE Payment	\$ (642,500.00)	\$ 915,548.24
11/27/09		702986151	\$ (16,055.10)	\$ 899,493.14
12/11/09		Deposit	\$ 300,000.00	\$ 1,199,493.14
12/11/09		Deposit	\$ 90,502.83	\$ 1,289,995.97
12/31/09		Interest	\$ 782.29	\$ 1,290,778.26
12/14/09			\$ (31,000.00)	\$ 1,259,778.26
12/14/09		140850902	\$ (300,000.00)	\$ 959,778.26
12/21/09		HRE Payment	\$ (92,000.00)	\$ 867,778.26
12/28/09		702986151	\$ (16,055.10)	\$ 851,723.16
01/29/10		Interest	\$ 692.54	\$ 852,415.70
01/21/10		HRE Payment	\$ (95,000.00)	\$ 757,415.70
01/22/10		Stop Payment	\$ (25.00)	\$ 757,390.70
01/27/10		702986151	\$ (16,055.10)	\$ 741,335.60
02/26/10		Interest	\$ 439.28	\$ 741,774.88
02/03/10			\$ (25,000.00)	\$ 716,774.88
02/05/10		HRE Payment	\$ (82,000.00)	\$ 634,774.88
02/17/10		HRE Payment	\$ (97,000.00)	\$ 537,774.88
02/26/10		HRE Payment	\$ (120,000.00)	\$ 417,774.88
03/25/10		140850902	\$ 150,000.00	\$ 567,774.88
03/31/10		Interest	\$ 153.33	\$ 567,928.21
03/22/10			\$ (10,409.81)	\$ 557,518.40
03/01/10		702986151	\$ (16,055.10)	\$ 541,463.30
03/04/10		HRE Payment	\$ (188,000.00)	\$ 353,463.30
03/29/10		702986151	\$ (16,055.10)	\$ 337,408.20
03/30/10		HRE Payment	\$ (300,000.00)	\$ 37,408.20
04/30/10		Interest	\$ 10.44	\$ 37,418.64
04/30/10			\$ (10,000.00)	\$ 27,418.64
05/05/10		Deposit	\$ 240,000.00	\$ 267,418.64
05/28/10		Interest	\$ 88.40	\$ 267,507.04
05/28/10		HRE Payment	\$ (75,000.00)	\$ 192,507.04
05/17/10			\$ (2,800.00)	\$ 189,707.04
06/30/10		Interest	\$ 73.15	\$ 189,780.19
06/04/10			\$ (10,000.00)	\$ 179,780.19
06/07/10			\$ (1,500.00)	\$ 178,280.19
06/11/10			\$ (1,000.00)	\$ 177,280.19
06/21/10			\$ (2,510.00)	\$ 174,770.19
07/30/10		Interest	\$ 44.80	\$ 174,814.99
07/13/10		HRE Payment	\$ (61,300.00)	\$ 113,514.99
07/21/10		Stop Payment	\$ (25.00)	\$ 113,489.99
07/22/10		HRE Payment	\$ (83,100.00)	\$ 30,389.99
08/31/10		Interest	\$ 6.45	\$ 30,396.44

HRE

Account 1408509

BS Date	Check #	Description	Amount	Balance
09/30/10		Interest	\$ 6.96	\$ 30,403.40
09/08/10		702986152	\$ (7,942.18)	\$ 22,461.22
09/08/10		702986150	\$ (2,870.09)	\$ 19,591.13
11/12/10		140850902	\$ (19,000.00)	\$ 591.13
11/29/10		Deluxe Business Products	\$ (576.57)	\$ 14.56
11/30/10		Service Charge	\$ (10.00)	\$ 4.56
12/27/10		Service Charge Refund	\$ 30.00	\$ 34.56
12/27/10		Deposit	\$ 200,000.00	\$ 200,034.56
12/27/10		140850902	\$ 6,000.00	\$ 206,034.56
12/29/10	4348		\$ 5,000.00	\$ 211,034.56
12/29/10	4349		\$ 4,299.60	\$ 215,334.16
12/30/10			\$ (82,677.25)	\$ 132,656.91
12/31/10			\$ (5,000.00)	\$ 127,656.91
12/31/10			\$ (4,299.60)	\$ 123,357.31
12/29/10	3000		\$ (1,548.12)	\$ 121,809.19
12/31/10	3001		\$ (468.42)	\$ 121,340.77
12/27/10	3002		\$ (2,500.00)	\$ 118,840.77
12/29/10	3003		\$ (694.64)	\$ 118,146.13
12/29/10	3005		\$ (1,535.00)	\$ 116,611.13
12/30/10	3006		\$ (3,000.00)	\$ 113,611.13
12/29/10	3007		\$ (106.84)	\$ 113,504.29
12/29/10	3008		\$ (62.27)	\$ 113,442.02
12/31/10	3009		\$ (16.24)	\$ 113,425.78
12/27/10	3010		\$ (1,041.32)	\$ 112,384.46
12/29/10	3011		\$ (1,189.77)	\$ 111,194.69
12/29/10	3012		\$ (234.18)	\$ 110,960.51
12/29/10	3014		\$ (3,939.00)	\$ 107,021.51
12/29/10	3015		\$ (273.77)	\$ 106,747.74
12/29/10	3016		\$ (325.00)	\$ 106,422.74
12/29/10	3018		\$ (195.00)	\$ 106,227.74
12/29/10	3019		\$ (1,348.28)	\$ 104,879.46
12/28/10	3020		\$ (6,159.36)	\$ 98,720.10
12/30/10	3021		\$ (1,420.78)	\$ 97,299.32
12/31/10	3022		\$ (146.09)	\$ 97,153.23
12/31/10	3023		\$ (948.02)	\$ 96,205.21
12/31/10	3024		\$ (1,375.60)	\$ 94,829.61
12/27/10	3026		\$ (4,045.00)	\$ 90,784.61
12/29/10	3027		\$ (6,259.00)	\$ 84,525.61
12/31/10	3029		\$ (16.00)	\$ 84,509.61
12/30/10	3030		\$ (14,302.00)	\$ 70,207.61
12/27/10		Returned Item Fee	\$ (30.00)	\$ 70,177.61
12/27/10		Returned Item Fee	\$ (30.00)	\$ 70,147.61
12/27/10		United Healthcare	\$ (8,394.17)	\$ 61,753.44
12/29/10		Sprint	\$ (4,196.12)	\$ 57,557.32
12/29/10		Activity Charge	\$ (10.00)	\$ 57,547.32
01/27/11		140850902	\$ 28,500.00	\$ 86,047.32

HRE
 Account 1408509

BS Date	Check #	Description	Amount	Balance
01/03/11	3004		\$ (50.00)	\$ 85,997.32
01/18/11	3013		\$ (139.96)	\$ 85,857.36
01/05/11	3017		\$ (894.38)	\$ 84,962.98
01/04/11	3031		\$ (2,200.00)	\$ 82,762.98
01/28/11	3032		\$ (264.13)	\$ 82,498.85
01/25/11	3033		\$ (2,580.50)	\$ 79,918.35
01/31/11	3034		\$ (957.24)	\$ 78,961.11
01/24/11	3035		\$ (149.75)	\$ 78,811.36
01/25/11	3036		\$ (434.69)	\$ 78,376.67
01/25/11	3039		\$ (1,461.42)	\$ 76,915.25
01/25/11	3040		\$ (5,724.12)	\$ 71,191.13
01/25/11	3042		\$ (160.30)	\$ 71,030.83
01/28/11	3043		\$ (701.94)	\$ 70,328.89
01/25/11	3046		\$ (800.62)	\$ 69,528.27
01/06/11		140850902	\$ (10,000.00)	\$ 59,528.27
01/10/11		702986152	\$ (8,442.18)	\$ 51,086.09
01/14/11		Stop Payment	\$ (25.00)	\$ 51,061.09
01/20/11		702986150	\$ (2,398.89)	\$ 48,662.20
01/21/11		Williams Scotsman	\$ (444.70)	\$ 48,217.50
02/04/11	3037		\$ (2,532.83)	\$ 45,684.67
02/08/11	3038		\$ (2,125.00)	\$ 43,559.67
02/03/11	3041		\$ (509.86)	\$ 43,049.81
02/02/11	3048		\$ (2,546.98)	\$ 40,502.83
02/15/11	3049		\$ (19,150.06)	\$ 21,352.77
02/15/11	3050		\$ (880.29)	\$ 20,472.48
02/14/11	3051		\$ (4,200.00)	\$ 16,272.48
02/28/11	3052		\$ (1,343.82)	\$ 14,928.66
02/09/11		142394601	\$ (1,500.00)	\$ 13,428.66
02/14/11		Wright Express	\$ (324.03)	\$ 13,104.63
02/16/11		142365601	\$ (6,750.00)	\$ 6,354.63
02/16/11		181141301	\$ (5,000.00)	\$ 1,354.63
02/16/11		140850902	\$ (1,100.00)	\$ 254.63
02/16/11		142394601	\$ (1,000.00)	\$ (745.37)
02/25/11		Returned Item Fee	\$ (30.00)	\$ (775.37)
02/26/11		Activity Charge	\$ (10.00)	\$ (785.37)
03/07/11		140850902	\$ 200,814.09	\$ 200,028.72
03/25/11		140850902	\$ 50,445.37	\$ 250,474.09
03/07/11			\$ (29,284.95)	\$ 221,189.14
03/08/11	3054		\$ (140,677.80)	\$ 80,511.34
03/16/11	3055		\$ (1,025.00)	\$ 79,486.34
03/14/11	3056		\$ (2,314.75)	\$ 77,171.59
03/10/11	3057		\$ (5,139.00)	\$ 72,032.59
03/14/11	3058		\$ (6,470.82)	\$ 65,561.77
03/11/11	3059		\$ (7,295.45)	\$ 58,266.32
03/15/11	3060		\$ (2,084.97)	\$ 56,181.35
03/11/11	3061		\$ (800.62)	\$ 55,380.73

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Account 1408509

BS Date	Check #	Description	Amount	Balance
03/10/11	3062		\$ (5,720.73)	\$ 49,660.00
03/04/11		Returned Item Fee	\$ (30.00)	\$ 49,630.00
03/15/11		Returned Item Fee	\$ (30.00)	\$ 49,600.00
03/31/11		142365601	\$ (3,985.78)	\$ 45,614.22
03/31/11		Activity Charge	\$ (10.00)	\$ 45,604.22
04/01/11		Deposit	\$ 6,621.03	\$ 52,225.25
04/01/11		142394601	\$ 1,500.00	\$ 53,725.25
04/06/11		140850902	\$ 14,765.00	\$ 68,490.25
04/08/11		140850902	\$ 49,598.00	\$ 118,088.25
04/18/11		Deposit	\$ 578,205.81	\$ 696,294.06
04/22/11		140850902	\$ 8,300.00	\$ 704,594.06
04/19/11			\$ (1,210.00)	\$ 703,384.06
04/19/11			\$ (155.75)	\$ 703,228.31
04/14/11			\$ (244.93)	\$ 702,983.38
04/11/11			\$ (8,448.30)	\$ 694,535.08
04/18/11			\$ (2,630.00)	\$ 691,905.08
04/15/11			\$ (258.23)	\$ 691,646.85
04/14/11			\$ (49,598.00)	\$ 642,048.85
04/14/11			\$ (475.00)	\$ 641,573.85
04/14/11			\$ (359.96)	\$ 641,213.89
04/19/11			\$ (1,600.00)	\$ 639,613.89
04/18/11			\$ (155.88)	\$ 639,458.01
04/19/11			\$ (701.53)	\$ 638,756.48
04/18/11			\$ (3,551.02)	\$ 635,205.46
04/18/11			\$ (640.00)	\$ 634,565.46
04/19/11			\$ (1,249.11)	\$ 633,316.35
04/19/11			\$ (348.09)	\$ 632,968.26
04/21/11			\$ (577,722.60)	\$ 55,245.66
04/18/11			\$ (4,500.00)	\$ 50,745.66
04/01/11		140850902	\$ (26,262.89)	\$ 24,482.77
04/01/11		142394601	\$ (1,500.00)	\$ 22,982.77
04/01/11		142394601	\$ (1,500.00)	\$ 21,482.77
04/01/11		142394601	\$ (10.00)	\$ 21,472.77
04/04/11		United Healthcare	\$ (13,690.79)	\$ 7,781.98
04/04/11		HR Leasing, LLC	\$ (1,500.00)	\$ 6,281.98
04/06/11		HR Leasing, LLC	\$ (3,055.60)	\$ 3,226.38
04/18/11		Wright Express	\$ (574.28)	\$ 2,652.10
04/19/11		142365651	\$ (2,591.01)	\$ 61.09
04/20/11		Returned Item Fee	\$ (30.00)	\$ 31.09
04/28/11		Returned Item Fee	\$ (30.00)	\$ 1.09
04/29/11		Wright Express	\$ (500.00)	\$ (498.91)
04/29/11		Activity Charge	\$ (10.00)	\$ (508.91)
05/13/11		Deposit	\$ 5,800.00	\$ 5,291.09
05/17/11		140850902	\$ 63,891.67	\$ 69,182.76
05/24/11	3084		\$ (38,604.92)	\$ 30,577.84
05/19/11	3085		\$ (20,486.75)	\$ 10,091.09

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Account 1408509

BS Date	Check #	Description	Amount	Balance
05/31/11		Activity Charge	\$ (10.00)	\$ 10,081.09
06/02/11		140850902	\$ 14,451.36	\$ 24,532.45
06/07/11		Deposit	\$ 8,625.27	\$ 33,157.72
06/08/11		Deposit	\$ 5,000.00	\$ 38,157.72
06/16/11		140850903	\$ 150.00	\$ 38,307.72
06/22/11		140850902	\$ 51,211.24	\$ 89,518.96
06/27/11		Deposit	\$ 16,197.75	\$ 105,716.71
06/27/11		Deposit	\$ 3,138.36	\$ 108,855.07
06/27/11		Deposit	\$ 1,566.00	\$ 110,421.07
06/16/11	3086		\$ (9,826.68)	\$ 100,594.39
06/06/11	3088		\$ (4,172.56)	\$ 96,421.83
06/09/11	3089		\$ (3,240.00)	\$ 93,181.83
06/09/11	3090		\$ (10,000.00)	\$ 83,181.83
06/28/11	3092		\$ (1,662.80)	\$ 81,519.03
06/27/11	3093		\$ (3,893.36)	\$ 77,625.67
06/28/11	3094		\$ (175.02)	\$ 77,450.65
06/24/11	3095		\$ (33,897.60)	\$ 43,553.05
06/23/11	3096		\$ (11,582.46)	\$ 31,970.59
06/22/11	3098		\$ (5,084.08)	\$ 26,886.51
06/06/11		Reliant Energy	\$ (234.01)	\$ 26,652.50
06/06/11		Reliant Energy	\$ (218.11)	\$ 26,434.39
06/16/11		140850902	\$ (578.96)	\$ 25,855.43
06/28/11		HR Leasing, LLC	\$ (2,500.00)	\$ 23,355.43
06/29/11		HR Leasing, LLC	\$ (700.00)	\$ 22,655.43
07/11/11		142210401	\$ 3,100.00	\$ 25,755.43
07/15/11		142210401	\$ 575.41	\$ 26,330.84
07/19/11		142210401	\$ 55.00	\$ 26,385.84
07/19/11		142210401	\$ 610.00	\$ 26,995.84
07/19/11	3099		\$ (610.00)	\$ 26,385.84
07/05/11	3102		\$ (250.00)	\$ 26,135.84
07/01/11	3103		\$ (4,000.00)	\$ 22,135.84
07/08/11	3104		\$ (5,224.84)	\$ 16,911.00
07/05/11	3105		\$ (680.00)	\$ 16,231.00
07/12/11	3108		\$ (500.00)	\$ 15,731.00
07/15/11	3110		\$ (15,650.00)	\$ 81.00
07/01/11		Stop Payment	\$ (25.00)	\$ 56.00
07/15/11		Stop Payment	\$ (25.00)	\$ 31.00
07/18/11		Returned Item Fee	\$ (30.00)	\$ 1.00
07/29/11		Activity Charge	\$ (10.00)	\$ (9.00)
08/18/11		142210401	\$ 9.02	\$ 0.02
08/31/11		Activity Charge	\$ (10.00)	\$ (9.98)
09/09/11		142394601	\$ 10.00	\$ 0.02
09/16/11			\$ (0.02)	\$ (0.00)

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Account 1409523

BS Date	Check #	Description	Amount	Balance
12/31/08		Beginning Balance		\$ 40,104.19
01/12/09		Deposit	\$ 5,350.00	\$ 45,454.19
01/12/09		Deposit	\$ 1,721.92	\$ 47,176.11
01/12/09		Deposit	\$ 849.42	\$ 48,025.53
01/27/09	1007		\$ (5,065.00)	\$ 42,960.53
01/29/09		702986152	\$ (7,942.18)	\$ 35,018.35
01/29/09		702986153	\$ (2,467.63)	\$ 32,550.72
01/29/09		702986150	\$ (1,000.09)	\$ 31,550.63
02/03/09		Deposit	\$ 5,350.00	\$ 36,900.63
02/03/09		Deposit	\$ 1,721.92	\$ 38,622.55
02/03/09		Deposit	\$ 1,137.03	\$ 39,759.58
02/03/09		Deposit	\$ 1,137.03	\$ 40,896.61
02/03/09		Deposit	\$ 849.42	\$ 41,746.03
02/06/09		140850901	\$ 807,000.00	\$ 848,746.03
02/06/09		140850901	\$ 22,000.00	\$ 870,746.03
02/17/09		Deposit	\$ 58,000.00	\$ 928,746.03
02/18/09		Deposit	\$ 18,000.00	\$ 946,746.03
02/19/09		Deposit	\$ 6,000.00	\$ 952,746.03
02/23/09		140850901	\$ 26,000.00	\$ 978,746.03
02/09/09	1002		\$ (806,296.19)	\$ 172,449.84
02/09/09	1005		\$ (22,000.00)	\$ 150,449.84
02/18/09	1006		\$ (15,000.00)	\$ 135,449.84
02/17/09	1008	Envirotech?	\$ (100,000.00)	\$ 35,449.84
02/18/09	1009		\$ (3,000.00)	\$ 32,449.84
02/19/09	1010		\$ (6,000.00)	\$ 26,449.84
02/25/09	1011		\$ (16,000.00)	\$ 10,449.84
02/13/09		Insufficient Funds Charge	\$ (30.00)	\$ 10,419.84
02/17/09		Insufficient Funds Charge	\$ (30.00)	\$ 10,389.84
02/17/09		Insufficient Funds Charge	\$ (30.00)	\$ 10,359.84
02/18/09		Insufficient Funds Charge	\$ (30.00)	\$ 10,329.84
03/03/09		Deposit	\$ 100,500.00	\$ 110,829.84
03/10/09		Deposit	\$ 401,000.00	\$ 511,829.84
03/16/09		Deposit	\$ 5,853.55	\$ 517,683.39
03/16/09		Deposit	\$ 2,728.45	\$ 520,411.84
03/16/09		Deposit	\$ 1,721.92	\$ 522,133.76
03/16/09		Deposit	\$ 1,137.03	\$ 523,270.79
03/16/09		Deposit	\$ 849.42	\$ 524,120.21
03/17/09		Deposit	\$ 508,000.00	\$ 1,032,120.21
03/31/09		140850901	\$ 1,170,000.00	\$ 2,202,120.21
03/13/09			\$ (346,813.00)	\$ 1,855,307.21
03/03/09	1012		\$ (65,000.00)	\$ 1,790,307.21
03/02/09	1013		\$ (2,500.00)	\$ 1,787,807.21
03/09/09	1015		\$ (683.00)	\$ 1,787,124.21
03/11/09	1017		\$ (1,020.00)	\$ 1,786,104.21
03/12/09	1020		\$ (16,000.00)	\$ 1,770,104.21
03/13/09	1021		\$ (1,000.00)	\$ 1,769,104.21
03/18/09	1022		\$ (508,000.00)	\$ 1,261,104.21
03/25/09	1024		\$ (741.05)	\$ 1,260,363.16

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Account 1409523

BS Date	Check #	Description	Amount	Balance
03/24/09	1025		\$ (616.73)	\$ 1,259,746.43
03/25/09	1027		\$ (168.99)	\$ 1,259,577.44
03/26/09	1028		\$ (5.63)	\$ 1,259,571.81
03/24/09	1030		\$ (94.22)	\$ 1,259,477.59
03/30/09	1031		\$ (545.91)	\$ 1,258,931.68
03/30/09	1032		\$ (754.85)	\$ 1,258,176.83
03/25/09	1033		\$ (1,019.88)	\$ 1,257,156.95
03/24/09	1034		\$ (412.22)	\$ 1,256,744.73
03/23/09	1036		\$ (702.61)	\$ 1,256,042.12
03/27/09	1037		\$ (627.73)	\$ 1,255,414.39
03/27/09	1038		\$ (637.04)	\$ 1,254,777.35
03/27/09	1039		\$ (7.70)	\$ 1,254,769.65
03/24/09	1040		\$ (1,251.50)	\$ 1,253,518.15
03/27/09	1045		\$ (27,000.00)	\$ 1,226,518.15
03/02/09		Insufficient Funds Charge	\$ (30.00)	\$ 1,226,488.15
03/03/09		702986152	\$ (7,942.18)	\$ 1,218,545.97
03/03/09		702986153	\$ (2,467.63)	\$ 1,216,078.34
03/03/09		702986150	\$ (696.07)	\$ 1,215,382.27
04/13/09		BISD	\$ 1,622,907.31	\$ 2,838,289.58
04/13/09		Deposit	\$ 30,832.00	\$ 2,869,121.58
04/13/09		Deposit	\$ 7,100.32	\$ 2,876,221.90
04/13/09		Deposit	\$ 275.00	\$ 2,876,496.90
04/03/09			\$ (8,192.18)	\$ 2,868,304.72
04/13/09			\$ (1,000.00)	\$ 2,867,304.72
04/03/09	1026		\$ (5.12)	\$ 2,867,299.60
04/14/09	1029		\$ (3.83)	\$ 2,867,295.77
04/13/09	1035		\$ (573.54)	\$ 2,866,722.23
04/27/09	1043		\$ (2,000.00)	\$ 2,864,722.23
04/16/09	1044		\$ (27,000.00)	\$ 2,837,722.23
04/01/09	1046		\$ (267,709.38)	\$ 2,570,012.85
04/01/09	1047	Envirotech	\$ (782,063.09)	\$ 1,787,949.76
04/01/09	1048		\$ (48,000.00)	\$ 1,739,949.76
04/01/09	1049		\$ (24,000.00)	\$ 1,715,949.76
04/01/09	1050		\$ (10,000.00)	\$ 1,705,949.76
04/14/09	1051		\$ (9,000.00)	\$ 1,696,949.76
04/14/09	1052		\$ (20,000.00)	\$ 1,676,949.76
04/23/14	1053		\$ (3,275.00)	\$ 1,673,674.76
04/23/14	1054		\$ (10,000.00)	\$ 1,663,674.76
04/28/09	1055		\$ (100,000.00)	\$ 1,563,674.76
04/30/09	1056		\$ (47,000.00)	\$ 1,516,674.76
04/30/09	1057		\$ (25,000.00)	\$ 1,491,674.76
04/20/09		Insufficient Funds Charge	\$ (34.00)	\$ 1,491,640.76
04/20/09		Return Fee	\$ (10.00)	\$ 1,491,630.76
05/05/09		Deposit	\$ 5,853.55	\$ 1,497,484.31
05/05/09		Deposit	\$ 1,721.92	\$ 1,499,206.23
05/05/09		Deposit	\$ 1,137.03	\$ 1,500,343.26
05/05/09		Deposit	\$ 849.42	\$ 1,501,192.68
05/13/09		Check Debit Reversal	\$ 96,000.00	\$ 1,597,192.68

Donzie Fletcher

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
05/14/09		140850901	\$ 500,000.00	\$ 2,097,192.68
05/15/09		Deposit	\$ 21,152.00	\$ 2,118,344.68
05/15/09		Deposit	\$ 21,000.00	\$ 2,139,344.68
05/15/09		Deposit	\$ 5,800.00	\$ 2,145,144.68
05/15/09		Deposit	\$ 2,728.43	\$ 2,147,873.11
05/15/09		Deposit	\$ 165.88	\$ 2,148,038.99
05/15/09		Deposit	\$ 100.00	\$ 2,148,138.99
05/05/09	1018		\$ (1,020.00)	\$ 2,147,118.99
05/12/09	1019		\$ (1,020.00)	\$ 2,146,098.99
05/19/09	1023		\$ (736.21)	\$ 2,145,362.78
05/06/09	1058		\$ (10,000.00)	\$ 2,135,362.78
05/05/09	1059		\$ (20,000.00)	\$ 2,115,362.78
05/05/09	1060		\$ (7,000.00)	\$ 2,108,362.78
05/05/09	1061		\$ (100,000.00)	\$ 2,008,362.78
05/12/09	1062		\$ (39,026.70)	\$ 1,969,336.08
05/12/09	1063	Envirotech	\$ (273,681.76)	\$ 1,695,654.32
05/12/09	1064		\$ (96,000.00)	\$ 1,599,654.32
05/15/09	1065		\$ (60,000.00)	\$ 1,539,654.32
05/20/09	1066		\$ (2,000.00)	\$ 1,537,654.32
05/18/09	1067		\$ (20,000.00)	\$ 1,517,654.32
05/19/09	1068		\$ (255,850.14)	\$ 1,261,804.18
05/21/09	1069		\$ (166,526.60)	\$ 1,095,277.58
05/20/09	1070		\$ (209,070.43)	\$ 886,207.15
06/03/09		Deposit	\$ 397.15	\$ 886,604.30
06/03/09		Deposit	\$ 136.00	\$ 886,740.30
06/04/09		140850901	\$ 400,000.00	\$ 1,286,740.30
06/12/09		140850901	\$ 50,000.00	\$ 1,336,740.30
06/15/09		SC Refund - NSF	\$ 30.00	\$ 1,336,770.30
06/15/09		Deposit	\$ 191,466.00	\$ 1,528,236.30
06/16/09		Deposit	\$ 54,764.78	\$ 1,583,001.08
06/16/09		Deposit	\$ 20,623.20	\$ 1,603,624.28
06/16/09		Deposit	\$ 4,758.21	\$ 1,608,382.49
06/16/09		Deposit	\$ 2,728.43	\$ 1,611,110.92
06/16/09		Deposit	\$ 1,721.92	\$ 1,612,832.84
06/16/09		Deposit	\$ 397.15	\$ 1,613,229.99
06/16/09		Deposit	\$ 45.25	\$ 1,613,275.24
06/25/09		BISD	\$ 3,465,958.50	\$ 5,079,233.74
06/25/09		Deposit	\$ 13,353.00	\$ 5,092,586.74
06/25/09		Deposit	\$ 3,654.30	\$ 5,096,241.04
06/25/09		Deposit	\$ 2,701.84	\$ 5,098,942.88
06/25/09		Deposit	\$ 2,375.00	\$ 5,101,317.88
06/25/09		Deposit	\$ 647.06	\$ 5,101,964.94
06/25/09		Deposit	\$ 165.88	\$ 5,102,130.82
06/26/09		BISD	\$ 3,026,509.74	\$ 8,128,640.56
06/30/09		Deposit	\$ 87,261.00	\$ 8,215,901.56
06/30/09		Deposit	\$ 37,398.64	\$ 8,253,300.20
06/30/09		Deposit	\$ 27,638.60	\$ 8,280,938.80
06/30/09		Deposit	\$ 5,853.55	\$ 8,286,792.35

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
06/30/09		Deposit	\$ 1,371.61	\$ 8,288,163.96
06/30/09		Deposit	\$ 61.99	\$ 8,288,225.95
06/30/09	1004		\$ (35,000.00)	\$ 8,253,225.95
06/04/09	1071	Envirotech	\$ (1,072,537.76)	\$ 7,180,688.19
06/04/09	1072	Envirotech	\$ (110,819.22)	\$ 7,069,868.97
06/04/09	1073		\$ (22,396.20)	\$ 7,047,472.77
06/15/09	1074		\$ (191,466.00)	\$ 6,856,006.77
06/11/09		HRE Payment 1002	\$ (79,000.00)	\$ 6,777,006.77
06/12/09		Insufficient Funds Charge	\$ (30.00)	\$ 6,776,976.77
06/12/09		HRE Payment 1004	\$ (7,000.00)	\$ 6,769,976.77
06/23/09		702986152	\$ (8,942.18)	\$ 6,761,034.59
06/23/09		702986153	\$ (3,467.63)	\$ 6,757,566.96
06/23/09		702986150	\$ (2,870.09)	\$ 6,754,696.87
06/29/09			\$ (88,000.00)	\$ 6,666,696.87
07/01/09		Deposit	\$ 5,288.00	\$ 6,671,984.87
07/01/09		Deposit	\$ 1,721.92	\$ 6,673,706.79
07/08/09		Deposit	\$ 62,500.00	\$ 6,736,206.79
07/13/09		140850901	\$ 350,000.00	\$ 7,086,206.79
07/14/09		Deposit	\$ 400,000.00	\$ 7,486,206.79
07/15/09		Deposit	\$ 15,000.00	\$ 7,501,206.79
07/15/09		Deposit	\$ 5,250.00	\$ 7,506,456.79
07/15/09		Deposit	\$ 2,728.43	\$ 7,509,185.22
07/15/09		Deposit	\$ 1,137.03	\$ 7,510,322.25
07/24/09		Check Debit Reversal	\$ 37,794.80	\$ 7,548,117.05
07/27/09		Deposit	\$ 14,806.40	\$ 7,562,923.45
07/27/09		Deposit	\$ 1,360.86	\$ 7,564,284.31
07/27/09		Deposit	\$ 176.02	\$ 7,564,460.33
07/27/09		140850901	\$ 100,000.00	\$ 7,664,460.33
07/14/09			\$ (9,000.00)	\$ 7,655,460.33
07/23/09	107		\$ (37,794.80)	\$ 7,617,665.53
07/22/09	1076		\$ (12,593.41)	\$ 7,605,072.12
07/22/09	1077		\$ (12,030.00)	\$ 7,593,042.12
07/01/09		140850901	\$ (6,500,000.00)	\$ 1,093,042.12
07/10/09		HRE Payment 1032	\$ (81,500.00)	\$ 1,011,542.12
07/13/09		Hre Payment 1035	\$ (210,000.00)	\$ 801,542.12
07/16/09		Hre Payment	\$ (166,000.00)	\$ 635,542.12
07/24/09		Hre Payment 1042	\$ (81,000.00)	\$ 554,542.12
07/28/09		HRE Payroll Deposit	\$ (37,794.80)	\$ 516,747.32
07/29/09		702986152	\$ (9,942.18)	\$ 506,805.14
07/29/09		702986153	\$ (4,467.63)	\$ 502,337.51
07/29/09		702986150	\$ (2,870.09)	\$ 499,467.42
07/31/09		HRE Payment 1047	\$ (28,300.00)	\$ 471,167.42
08/04/09		140850901	\$ 1,250,000.00	\$ 1,721,167.42
08/12/09		BISD	\$ 2,617,630.90	\$ 4,338,798.32
08/05/09	1079		\$ (1,700.00)	\$ 4,337,098.32
08/10/09	1080	Envirotech	\$ (400,000.00)	\$ 3,937,098.32
08/10/09	1081		\$ (11,011.00)	\$ 3,926,087.32
08/12/09	1082		\$ (16,969.00)	\$ 3,909,118.32

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
08/06/09	1083		\$ (356,855.00)	\$ 3,552,263.32
08/06/09	1084		\$ (32,880.00)	\$ 3,519,383.32
08/05/09		HRE Payment 1050	\$ (333,500.00)	\$ 3,185,883.32
08/18/09		HRE	\$ (547,130.00)	\$ 2,638,753.32
08/20/09		HRE Payment 1062	\$ (74,500.00)	\$ 2,564,253.32
08/31/09		HRE Payment 1066	\$ (876,000.00)	\$ 1,688,253.32
09/21/09		Deposit	\$ 4,881.66	\$ 1,693,134.98
09/21/09		Deposit	\$ 994.55	\$ 1,694,129.53
09/21/09		Deposit	\$ 8.84	\$ 1,694,138.37
09/02/09		702986150	\$ (20,870.09)	\$ 1,673,268.28
09/02/09		702986152	\$ (17,942.18)	\$ 1,655,326.10
09/02/09		702986153	\$ (12,467.63)	\$ 1,642,858.47
09/02/09		HRE Payment 1069	\$ (70,000.00)	\$ 1,572,858.47
09/03/09		HRE Payment 1072	\$ (510,000.00)	\$ 1,062,858.47
09/16/09		HRE Payment 1078	\$ (449,900.00)	\$ 612,958.47
09/22/09		HRE Payment 1080	\$ (500,000.00)	\$ 112,958.47
10/01/09		140850901	\$ 600,000.00	\$ 712,958.47
10/14/09		Deposit	\$ 6,622.00	\$ 719,580.47
10/14/09		Deposit	\$ 5,853.55	\$ 725,434.02
10/14/09		Deposit	\$ 607.50	\$ 726,041.52
10/14/09		Deposit	\$ 7.20	\$ 726,048.72
10/14/09		140850901	\$ 250,000.00	\$ 976,048.72
10/14/09		140850903	\$ 12,950.00	\$ 988,998.72
10/15/09		Deposit	\$ 509.25	\$ 989,507.97
10/15/09		Deposit	\$ 415.68	\$ 989,923.65
10/22/09		Deposit	\$ 37,939.15	\$ 1,027,862.80
10/22/09		Deposit	\$ 12,180.99	\$ 1,040,043.79
10/22/09		Deposit	\$ 8,518.10	\$ 1,048,561.89
10/22/09		Deposit	\$ 8.84	\$ 1,048,570.73
10/27/09		Return E. Boute	\$ 5,000.00	\$ 1,053,570.73
10/28/09		Deposit	\$ 30,832.00	\$ 1,084,402.73
10/28/09		Deposit	\$ 165.88	\$ 1,084,568.61
10/30/09			\$ (4,037.74)	\$ 1,080,530.87
10/19/09	1085		\$ (10,000.00)	\$ 1,070,530.87
10/19/09	1086		\$ (25,000.00)	\$ 1,045,530.87
10/19/09	1087		\$ (1,180.00)	\$ 1,044,350.87
10/14/09	1088		\$ (5,763.57)	\$ 1,038,587.30
10/09/09	1089		\$ (17,325.00)	\$ 1,021,262.30
10/19/09	1090		\$ (1,609.98)	\$ 1,019,652.32
10/16/09	1091		\$ (485.00)	\$ 1,019,167.32
10/29/09	1092		\$ (5,493.69)	\$ 1,013,673.63
10/02/09		HRE Payment 1088	\$ (600,700.00)	\$ 412,973.63
10/09/09		HRE Payment 1090	\$ (12,950.00)	\$ 400,023.63
10/14/09		702986152	\$ (8,942.18)	\$ 391,081.45
10/14/09		702986153	\$ (7,467.63)	\$ 383,613.82
10/14/09		702986150	\$ (1,870.09)	\$ 381,743.73
10/16/09		HRE Payment 1093	\$ (108,500.00)	\$ 273,243.73
10/19/09		HRE Payment 1096	\$ (130,000.00)	\$ 143,243.73

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
10/26/09		HRE Payment 1099	\$ (15,000.00)	\$ 128,243.73
11/04/09		Deposit	\$ 20,053.93	\$ 148,297.66
11/04/09		Deposit	\$ 17,979.20	\$ 166,276.86
11/04/09		Deposit	\$ 5,853.55	\$ 172,130.41
11/04/09		Deposit	\$ 1,721.92	\$ 173,852.33
11/04/09		Deposit	\$ 1,137.03	\$ 174,989.36
11/09/09		SC Refund - NSF	\$ 30.00	\$ 175,019.36
11/09/09		Deposit	\$ 89,000.00	\$ 264,019.36
11/12/09		Deposit	\$ 5,000.00	\$ 269,019.36
11/12/09		Deposit	\$ 5,000.00	\$ 274,019.36
11/12/09		Deposit	\$ 2,728.43	\$ 276,747.79
11/12/09		Deposit	\$ 2,440.83	\$ 279,188.62
11/12/09		Deposit	\$ 2,440.83	\$ 281,629.45
11/12/09		Deposit	\$ 2,440.83	\$ 284,070.28
11/12/09		Deposit	\$ 1,255.23	\$ 285,325.51
11/12/09		Deposit	\$ 558.06	\$ 285,883.57
11/12/09		Deposit	\$ 509.26	\$ 286,392.83
11/12/09		Deposit	\$ 415.68	\$ 286,808.51
11/12/09		Deposit	\$ 50.00	\$ 286,858.51
11/16/09		SC Refund - NSF	\$ 30.00	\$ 286,888.51
11/16/09		BISD	\$ 1,196,674.80	\$ 1,483,563.31
			\$ 1,183,946.83	\$ 12,727.97
11/16/09		Deposit	\$ 50,000.00	\$ 1,533,563.31
11/16/09		Deposit	\$ 5,400.00	\$ 1,538,963.31
11/05/09			\$ (13,698.00)	\$ 1,525,265.31
11/19/09			\$ (9,575.92)	\$ 1,515,689.39
11/03/09	1093		\$ (7,000.00)	\$ 1,508,689.39
11/16/09	1094		\$ (50,000.00)	\$ 1,458,689.39
11/23/09	1095		\$ (4,384.97)	\$ 1,454,304.42
11/06/09		Insufficient Funds Charge	\$ (30.00)	\$ 1,454,274.42
11/09/09		HRE Payment 1088	\$ (243,000.00)	\$ 1,211,274.42
11/13/09		Insufficient Funds Charge	\$ (30.00)	\$ 1,211,244.42
11/19/09		140850901	\$ (670,000.00)	\$ 541,244.42
11/19/09		702986152	\$ (10,942.18)	\$ 530,302.24
11/19/09		702986152	\$ (8,942.18)	\$ 521,360.06
11/19/09		702986153	\$ (5,467.63)	\$ 515,892.43
11/19/09		702986153	\$ (3,467.63)	\$ 512,424.80
11/19/09		702986150	\$ (2,870.09)	\$ 509,554.71
11/19/09		702986150	\$ (1,879.09)	\$ 507,675.62
11/24/09		HRE Payment 2008	\$ (104,000.00)	\$ 403,675.62
12/03/09		Deposit	\$ 5,853.55	\$ 409,529.17
12/03/09		Deposit	\$ 5,684.63	\$ 415,213.80
12/04/09		Deposit	\$ 23,135.00	\$ 438,348.80
12/04/09		Deposit	\$ 1,721.92	\$ 440,070.72
12/04/09		Deposit	\$ 1,137.03	\$ 441,207.75
12/04/09		Deposit	\$ 8.84	\$ 441,216.59
12/10/09		Deposit	\$ 2,728.43	\$ 443,945.02
12/10/09		Deposit	\$ 1.00	\$ 443,946.02
12/14/09		Insufficient Funds Charge	\$ 30.00	\$ 443,976.02

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
12/14/09		Deposit	\$ 47,051.28	\$ 491,027.30
12/14/09		Deposit	\$ 31,000.00	\$ 522,027.30
12/14/09		Deposit	\$ 17,675.44	\$ 539,702.74
12/14/09		Deposit	\$ 2,078.40	\$ 541,781.14
12/14/09		Deposit	\$ 558.06	\$ 542,339.20
12/14/09		Deposit	\$ 85.00	\$ 542,424.20
12/14/09		Deposit	\$ 78.00	\$ 542,502.20
12/14/09		140850901	\$ 300,000.00	\$ 842,502.20
12/15/09		ACH Return BMH	\$ 595.00	\$ 843,097.20
12/15/09		Deposit	\$ 69,180.00	\$ 912,277.20
12/16/09		Deposit	\$ 165.88	\$ 912,443.08
12/16/09		Deposit	\$ 165.88	\$ 912,608.96
12/21/09		Deposit	\$ 31,325.30	\$ 943,934.26
12/21/09		Deposit	\$ 5,853.55	\$ 949,787.81
12/21/09		Deposit	\$ 8.84	\$ 949,796.65
12/31/09		Deposit	\$ 13,500.00	\$ 963,296.65
12/31/09		Deposit	\$ 5,319.19	\$ 968,615.84
12/31/09		Deposit	\$ 1,137.03	\$ 969,752.87
12/07/09	1096		\$ (4,317.13)	\$ 965,435.74
12/18/09	1098		\$ (204,170.00)	\$ 761,265.74
12/23/09	1099		\$ (8,068.44)	\$ 753,197.30
12/31/09	1100		\$ (1,887.53)	\$ 751,309.77
12/30/09	1101		\$ (183.03)	\$ 751,126.74
12/29/09	1103		\$ (721.35)	\$ 750,405.39
12/28/09	1104		\$ (100.00)	\$ 750,305.39
12/28/09	1105		\$ (280.90)	\$ 750,024.49
12/30/09	1106		\$ (287.32)	\$ 749,737.17
12/28/09	1107		\$ (127.30)	\$ 749,609.87
12/31/09	1108		\$ (61.98)	\$ 749,547.89
12/29/09	1110		\$ (517.89)	\$ 749,030.00
12/23/09	1111		\$ (450.00)	\$ 748,580.00
12/08/09		HRE Payment 1020	\$ (325,000.00)	\$ 423,580.00
12/11/09		Insufficient Funds Charge	\$ (30.00)	\$ 423,550.00
12/14/09		HRE Payment 2017	\$ (144,795.00)	\$ 278,755.00
12/22/09		HRE Payment 2028	\$ (27,000.00)	\$ 251,755.00
01/06/10		Deposit	\$ 13,881.00	\$ 265,636.00
01/06/10		Deposit	\$ 1,721.92	\$ 267,357.92
01/06/10		Deposit	\$ 40.00	\$ 267,397.92
01/07/10		Deposit	\$ 7,713.05	\$ 275,110.97
01/15/10		Deposit	\$ 175,641.13	\$ 450,752.10
01/15/10		Deposit	\$ 54,000.00	\$ 504,752.10
01/15/10		Deposit	\$ 34,590.17	\$ 539,342.27
01/15/10		Deposit	\$ 15,687.33	\$ 555,029.60
01/15/10		Deposit	\$ 14,324.84	\$ 569,354.44
01/15/10		Deposit	\$ 12,485.53	\$ 581,839.97
01/15/10		Deposit	\$ 5,853.55	\$ 587,693.52
01/15/10		Deposit	\$ 2,728.43	\$ 590,421.95
01/15/10		Deposit	\$ 168.87	\$ 590,590.82

HRE

Account 1409523

BS Date	Check #	Description	Amount	Balance
01/20/10		BISD	\$ 2,149,043.29	\$ 2,739,634.11
01/28/10		Deposit	\$ 35,587.93	\$ 2,775,222.04
01/28/10		Deposit	\$ 2,440.83	\$ 2,777,662.87
01/28/10		Deposit	\$ 1,137.03	\$ 2,778,799.90
01/07/10	1102		\$ (100.00)	\$ 2,778,699.90
01/07/10	1109		\$ (1,924.39)	\$ 2,776,775.51
01/28/10	1117		\$ (14,500.00)	\$ 2,762,275.51
01/19/10	1118		\$ (35,000.00)	\$ 2,727,275.51
01/20/10	1120		\$ (50,000.00)	\$ 2,677,275.51
01/15/10	1121		\$ (10,000.00)	\$ 2,667,275.51
01/08/10		HRE Payment 2033	\$ (88,500.00)	\$ 2,578,775.51
01/19/10		HRE Payment 2034	\$ (150,000.00)	\$ 2,428,775.51
01/22/10		STOA Int'l	\$ (12,485.53)	\$ 2,416,289.98
01/22/10		Return Charge Back Fee	\$ (10.00)	\$ 2,416,279.98
01/22/10		HRE Payment 2014	\$ (1,100,000.00)	\$ 1,316,279.98
02/03/10		Deposit	\$ 25,000.00	\$ 1,341,279.98
02/03/10		Deposit	\$ 22,723.90	\$ 1,364,003.88
02/03/10		Deposit	\$ 12,036.00	\$ 1,376,039.88
02/03/10		Deposit	\$ 11,414.48	\$ 1,387,454.36
02/03/10		Deposit	\$ 1,721.92	\$ 1,389,176.28
02/09/10		Deposit	\$ 10,576.00	\$ 1,399,752.28
02/09/10		Deposit	\$ 5,853.55	\$ 1,405,605.83
02/09/10		Deposit	\$ 2,728.43	\$ 1,408,334.26
02/09/10		Deposit	\$ 2,546.25	\$ 1,410,880.51
02/01/10		HRE Payment 2041	\$ (40,000.00)	\$ 1,370,880.51
02/02/10		Insufficient Funds Charge	\$ (30.00)	\$ 1,370,850.51
02/03/10		HRE Payment 4001	\$ (1,300,000.00)	\$ 70,850.51
02/10/10		702986152	\$ (9,942.18)	\$ 60,908.33
02/10/10		702986153	\$ (4,467.63)	\$ 56,440.70
02/10/10		702986150	\$ (2,870.09)	\$ 53,570.61
02/11/10		HRE Payment 4003	\$ (10,000.00)	\$ 43,570.61



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
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FROM 01/01/09 THRU 01/31/0

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/08	1,778,156.13
TOTAL OF 2 DEPOSITS AND OTHER CREDITS	5,746.25
TOTAL OF 1 DEBITS AND WITHDRAWALS	16,055.10
ENDING BALANCE AS OF 01/31/09	1,767,847.28
INT EARNED Y-T-D	3,017.82

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,776,622.76
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/16		DEPOSIT	2,728.43
01/30		INTEREST CREDIT	3,017.82

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/27		AUTO TRANSFER TO ACCT.	16,055.10

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/16	1,780,884.56	01/27	1,764,829.46	01/30	1,767,847.28



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 02/01/09 THRU 02/28/0 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 01/31/09	1,767,847.28
TOTAL OF 9 DEPOSITS AND OTHER CREDITS	198,749.82
TOTAL OF 7 DEBITS AND WITHDRAWALS	953,055.10
ENDING BALANCE AS OF 02/28/09	1,013,542.00
INT EARNED Y-T-D	4,605.96

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,187,216.04
NUMBER OF DAYS THIS STATEMENT	28

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/05		DEPOSIT	184,752.38
02/05		DEPOSIT	3,986.50
02/05		DEPOSIT	2,728.43
02/05		DEPOSIT	5.60
02/06		DEPOSIT	3,947.65
02/06		DEPOSIT	826.50
02/06		DEPOSIT	826.50
02/06		DEPOSIT	88.12
02/27		INTEREST CREDIT	1,588.14

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
02/17		58,000.00	02/19		6,000.00
02/18		18,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/06		INET TRANSFER TO ACCOUNT	807,000.00
02/06		INET TRANSFER TO	22,000.00



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
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FROM 02/01/09 THRU 02/28/0

NUMBER OF ITEMS ENCLOSED: 2

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
02/23		ACCOUNT INET TRANSFER TO ACCOUNT	26,000.00
02/27		AUTO TRANSFER TO ACCT.	16,055.10

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/05	1,959,320.19	02/06	1,136,008.96	02/17	1,078,008.96
02/18	1,060,008.96	02/19	1,054,008.96	02/23	1,028,008.96
02/27	1,013,542.00				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 01/31/09	31,550.63
TOTAL OF 11 DEPOSITS AND OTHER CREDITS	947,195.40
TOTAL OF 11 DEBITS AND WITHDRAWALS	968,416.19
ENDING BALANCE AS OF 02/28/09	10,329.84

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	115,097.33
NUMBER OF DAYS THIS STATEMENT	28



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
1
FROM 03/01/09 THRU 03/31/0

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/09	1,013,542.00
TOTAL OF 2 DEPOSITS AND OTHER CREDITS	2,644,073.12
TOTAL OF 7 DEBITS AND WITHDRAWALS	2,206,863.18
ENDING BALANCE AS OF 03/31/09	1,450,751.94
INT EARNED Y-T-D	7,417.43

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	2,212,672.53
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/06		DEPOSIT	2,641,261.65
03/31		INTEREST CREDIT	2,811.47

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/03		OUTGOING WIRE TRAN SFER 1437	11,293.08
03/03		INET TRANSFER TO ACCOUNT	100,500.00
03/03		WIRE FEE - OUTGOIN G 1437	15.00
03/10		INET TRANSFER TO ACCOUNT	401,000.00
03/17		INET TRANSFER TO ACCOUNT	508,000.00
03/27		AUTO TRANSFER TO ACCT.	16,055.10



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
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CUSTOMER NO. PAGE
2
FROM 03/01/09 THRU 03/31/0

NUMBER OF ITEMS ENCLOSED: 2

TX MMA COMM-01 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/31		INET TRANSFER TO ACCOUNT	1,170,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/03	901,733.92	03/06	3,542,995.57	03/10	3,141,995.57
03/17	2,633,995.57	03/27	2,617,940.47	03/31	1,450,751.94

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/09	10,329.84
TOTAL OF 9 DEPOSITS AND OTHER CREDITS	2,191,790.37
TOTAL OF 27 DEBITS AND WITHDRAWALS	986,737.94
ENDING BALANCE AS OF 03/31/09	1,215,382.27

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	144,700.63
NUMBER OF DAYS THIS STATEMENT	31

-----DEPOSITS AND OTHER CREDITS-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/03		INET TRANSFER FROM ACCOUNT	100,500.00
03/10		INET TRANSFER FROM ACCOUNT	401,000.00
03/16		DEPOSIT	5,853.55
03/16		DEPOSIT	2,728.45
03/16		DEPOSIT	1,721.92
03/16		DEPOSIT	1,137.03
03/16		DEPOSIT	849.42
03/17		INET TRANSFER FROM	508,000.00



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CUSTOMER NO. PAGE
FROM 04/01/09 THRU 04/30/0 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/09	1,450,751.94
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	1,776.30
TOTAL OF 2 DEBITS AND WITHDRAWALS	23,885.79
ENDING BALANCE AS OF 04/30/09	1,428,642.45
INT EARNED Y-T-D	9,193.73

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,440,780.57
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/30		INTEREST CREDIT	1,776.30

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/01		7,830.69			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/27		AUTO TRANSFER TO ACCT.	16,055.10

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/01	1,442,921.25	04/27	1,426,866.15	04/30	1,428,642.45



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CUSTOMER NO. PAGE
FROM 05/01/09 THRU 05/31/09 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 04/30/09	1,428,642.45
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	1,392.78
TOTAL OF 3 DEBITS AND WITHDRAWALS	528,412.29
ENDING BALANCE AS OF 05/31/09	901,622.94
INT EARNED Y-T-D	10,586.51

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,128,555.19
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/29		INTEREST CREDIT	1,392.78

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/14		12,357.19			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/14		INET TRANSFER TO ACCOUNT	500,000.00
05/27		AUTO TRANSFER TO ACCT.	16,055.10

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/14	916,285.26	05/27	900,230.16	05/29	901,622.94



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CUSTOMER NO. PAGE
1
FROM 06/01/09 THRU 06/30/0

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 05/31/09
TOTAL OF 7 DEPOSITS AND OTHER CREDITS 1,420,310.67
TOTAL OF 14 DEBITS AND WITHDRAWALS 1,324,819.19
ENDING BALANCE AS OF 06/30/09 997,114.42

INT EARNED Y-T-D 12,361.58

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 1,448,212.33
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/01		DEPOSIT	1,137.03
06/03		DEPOSIT	1,385,240.32
06/03		DEPOSIT	26,250.00
06/03		DEPOSIT	2,618.00
06/03		DEPOSIT	2,440.83
06/03		DEPOSIT	849.42
06/30		INTEREST CREDIT	1,775.07

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
06/15		191,466.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/04		INET TRANSFER TO ACCOUNT	400,000.00
06/12		INET TRANSFER TO ACCOUNT	50,000.00
06/12		INET TRANSFER TO	8,942.18



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NUMBER OF ITEMS ENCLOSED: 3

TX MMA COMM-01 ACCOUNT NO.
 -ACCOUNT TRANSA

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
06/12		ACCOUNT 0702986152 INET TRANSFER TO ACCOUNT	3,467.63
06/12		INET TRANSFER TO ACCOUNT	1,870.09
06/17		OUTGOING WIRE TRAN SFER 2537	70,000.00
06/17		WIRE FEE - OUTGOIN G 2537	15.00
06/17		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1010	112,988.19
06/17		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1006	110,000.00
06/24		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1012	110,000.00
06/29		AUTO TRANSFER TO ACCT.	16,055.10
06/29		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1019	250,000.00
06/29		MM ACTIVITY CHG	15.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/01	902,759.97	06/03	2,320,158.54	06/04	1,920,158.54
06/12	1,855,878.64	06/15	1,664,412.64	06/17	1,371,409.45
06/24	1,261,409.45	06/29	995,339.35	06/30	997,114.42



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CUSTOMER NO. PAGE
FROM 07/01/09 THRU 07/31/09 1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 06/30/09 997,114.42
TOTAL OF 2 DEPOSITS AND OTHER CREDITS 6,505,344.49
TOTAL OF 13 DEBITS AND WITHDRAWALS 4,557,110.10
ENDING BALANCE AS OF 07/31/09 2,945,348.81
INT EARNED Y-T-D 17,706.07

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 4,718,356.66
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include 07/01 INET TRANSFER FROM ACCOUNT (6,500,000.00) and 07/31 INTEREST CREDIT (5,344.49).

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include 07/01 ACH-DR ELECTRONIC TRANSFER PPD (105,000.00), 07/01 ACH-DR ELECTRONIC TRANSFER PPD (65,000.00), 07/07 ACH HEALTHY RESOUR CE (2,340,000.00), 07/13 INET TRANSFER TO ACCOUNT (350,000.00), and 07/13 INET TRANSFER TO (60,000.00).



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CUSTOMER NO. PAGE
FROM 07/01/09 THRU 07/31/09 2

NUMBER OF ITEMS ENCLOSED: 1

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/14		ACCOUNT INET TRANSFER TO ACCOUNT	400,000.00
07/23		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENTS 1039	710,000.00
07/27		STOP PAYMENT CHG	25.00
07/27		AUTO TRANSFER TO ACCT.	16,055.10
07/27		INET TRANSFER TO ACCOUNT	100,000.00
07/27		MM ACTIVITY CHG	15.00
07/31		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1044	411,000.00
07/31		MM ACTIVITY CHG	15.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	7,327,114.42	07/07	4,987,114.42	07/13	4,577,114.42
07/14	4,177,114.42	07/23	3,467,114.42	07/27	3,351,019.32
07/31	2,945,348.81				



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CUSTOMER NO. PAGE
FROM 08/01/09 THRU 08/31/09 1

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/09	2,945,348.81
TOTAL OF 26 DEPOSITS AND OTHER CREDITS	142,157.65
TOTAL OF 3 DEBITS AND WITHDRAWALS	2,066,055.10
ENDING BALANCE AS OF 08/31/09	1,021,451.36

INT EARNED Y-T-D 19,492.86

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,683,043.06
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/12		DEPOSIT	22,500.00
08/12		DEPOSIT	10,576.00
08/12		DEPOSIT	9,518.40
08/12		DEPOSIT	5,853.55
08/12		DEPOSIT	5,853.55
08/12		DEPOSIT	2,728.43
08/12		DEPOSIT	1,721.92
08/12		DEPOSIT	1,137.03
08/12		DEPOSIT	1,080.00
08/12		DEPOSIT	558.06
08/12		DEPOSIT	165.88
08/12		DEPOSIT	143.02
08/12		DEPOSIT	9.39
08/24		DEPOSIT	30,832.00
08/24		DEPOSIT	26,382.63
08/24		DEPOSIT	4,200.00
08/24		DEPOSIT	3,152.37
08/24		DEPOSIT	1,000.00
08/24		DEPOSIT	165.88
08/24		DEPOSIT	30.75
08/24		DEPOSIT	26.83
08/28		DEPOSIT	5,853.55
08/28		DEPOSIT	3,966.00
08/28		DEPOSIT	1,778.59
08/28		DEPOSIT	1,137.03



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CUSTOMER NO. PAGE
FROM 08/01/09 THRU 08/31/09 2

NUMBER OF ITEMS ENCLOSED: 3

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
08/31		INTEREST CREDIT	1,786.79

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
08/04		INET TRANSFER TO ACCOUNT	1,250,000.00
08/25		ACH HEALTHY RESOUR CE	800,000.00
08/27		AUTO TRANSFER TO ACCT.	16,055.10

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/04	1,695,348.81	08/12	1,757,194.04	08/24	1,822,984.50
08/25	1,022,984.50	08/27	1,006,929.40	08/28	1,019,664.57
08/31	1,021,451.36				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/09	471,167.42
TOTAL OF 2 DEPOSITS AND OTHER CREDITS	3,867,630.90
TOTAL OF 10 DEBITS AND WITHDRAWALS	2,650,545.00
ENDING BALANCE AS OF 08/31/09	1,688,253.32



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CUSTOMER NO. PAGE
1
FROM 09/01/09 THRU 09/30/0

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 08/31/09	1,021,451.36
TOTAL OF 16 DEPOSITS AND OTHER CREDITS	602,380.03
TOTAL OF 1 DEBITS AND WITHDRAWALS	16,055.10
ENDING BALANCE AS OF 09/30/09	1,607,776.29
INT EARNED Y-T-D	20,878.01

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,348,216.70
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
09/02		DEPOSIT	73,500.00
09/02		DEPOSIT	19,282.63
09/02		DEPOSIT	18,456.43
09/02		DEPOSIT	1,721.92
09/09		DEPOSIT	19,036.80
09/09		DEPOSIT	13,546.77
09/09		DEPOSIT	2,728.43
09/09		DEPOSIT	558.06
09/15		DEPOSIT	405,407.31
09/15		DEPOSIT	1,553.97
09/15		DEPOSIT	1,527.75
09/15		DEPOSIT	1,247.04
09/23		DEPOSIT	30,080.90
09/23		DEPOSIT	12,180.99
09/23		DEPOSIT	165.88
09/30		INTEREST CREDIT	1,385.15

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
09/28		AUTO TRANSFER TO ACCT.	16,055.10



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CUSTOMER NO. PAGE
FROM 10/01/09 THRU 10/31/0 1

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 09/30/09	1,607,776.29
TOTAL OF 15 DEPOSITS AND OTHER CREDITS	887,259.92
TOTAL OF 5 DEBITS AND WITHDRAWALS	1,470,055.10
ENDING BALANCE AS OF 10/31/09	1,024,981.11
INT EARNED Y-T-D	21,963.71

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	1,022,655.77
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/08		DEPOSIT	48,600.00
10/08		DEPOSIT	45,000.00
10/08		DEPOSIT	23,200.00
10/08		DEPOSIT	17,186.00
10/08		DEPOSIT	5,853.55
10/08		DEPOSIT	4,881.66
10/08		DEPOSIT	2,728.43
10/08		DEPOSIT	1,721.92
10/08		DEPOSIT	1,137.03
10/08		DEPOSIT	500.00
10/08		DEPOSIT	402.98
10/08		DEPOSIT	49.52
10/09		DEPOSIT	624,913.13
10/09		DEPOSIT	110,000.00
10/30		INTEREST CREDIT	1,085.70

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/01		INET TRANSFER TO ACCOUNT	600,000.00



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CUSTOMER NO. PAGE
FROM 10/01/09 THRU 10/31/0 2

NUMBER OF ITEMS ENCLOSED: 3

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE ; HEALTHY RESOURCE PAYMENT	490,000.00
10/14		INET TRANSFER TO ACCOUNT	250,000.00
10/27		AUTO TRANSFER TO ACCT.	16,055.10
10/30		ACH-DR ELECTRONIC TRANSFER PPD TRACE ; HEALTHY RESOURCE PAYMENT 2003 FROM CHECKING	114,000.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	1,007,776.29	10/08	1,159,037.38	10/09	1,403,950.51
10/14	1,153,950.51	10/27	1,137,895.41	10/30	1,024,981.11

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 09/30/09	112,958.47
TOTAL OF 16 DEPOSITS AND OTHER CREDITS	971,610.14
TOTAL OF 17 DEBITS AND WITHDRAWALS	956,324.88
ENDING BALANCE AS OF 10/31/09	128,243.73



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CUSTOMER NO. PAGE
FROM 11/01/09 THRU 11/30/0 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 10/31/09	1,024,981.11
TOTAL OF 3 DEPOSITS AND OTHER CREDITS	672,067.13
TOTAL OF 4 DEBITS AND WITHDRAWALS	797,555.10
ENDING BALANCE AS OF 11/30/09	899,493.14
INT EARNED Y-T-D	22,690.35

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	815,744.01
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/12		DEPOSIT	1,340.49
11/19		INET TRANSFER FROM ACCOUNT	670,000.00
11/30		INTEREST CREDIT	726.64

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
11/09		89,000.00	11/16		50,000.00

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/13		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 2008	642,500.00
11/27		TOTAL PAYROLL DEPOSIT FROM CHECKING AUTO TRANSFER TO ACCT.	16,055.10



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CUSTOMER NO. PAGE
FROM 12/01/09 THRU 12/31/0 1

NUMBER OF ITEMS ENCLOSED: 4

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 11/30/09	899,493.14
TOTAL OF 3 DEPOSITS AND OTHER CREDITS	391,285.12
TOTAL OF 4 DEBITS AND WITHDRAWALS	439,055.10
ENDING BALANCE AS OF 12/31/09	851,723.16
INT EARNED Y-T-D	23,472.64

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	899,326.38
NUMBER OF DAYS THIS STATEMENT	31

*	TOTAL FOR	TOTAL
*	THIS PERIOD	YEAR TO DATE
*		
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/11		DEPOSIT	300,000.00
12/11		DEPOSIT	90,502.83
12/31		INTEREST CREDIT	782.29

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/14		31,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/14		INET TRANSFER TO ACCOUNT	300,000.00



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CUSTOMER NO. PAGE
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FROM 01/01/10 THRU 01/31/1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/09	851,723.16
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	692.54
TOTAL OF 3 DEBITS AND WITHDRAWALS	111,080.10
ENDING BALANCE AS OF 01/31/10	741,335.60
INT EARNED Y-T-D	692.54

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	815,415.88
NUMBER OF DAYS THIS STATEMENT	31

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/29		INTEREST CREDIT	692.54

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/21		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 2036	95,000.00
01/22		FROM CHECKING STOP PAYMENT CHG	25.00
01/27		AUTO TRANSFER TO ACCT.	16,055.10



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CUSTOMER NO. PAGE
1
FROM 02/01/10 THRU 02/28/1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 01/31/10	741,335.60
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	439.28
TOTAL OF 4 DEBITS AND WITHDRAWALS	324,000.00
ENDING BALANCE AS OF 02/28/10	417,774.88
INT EARNED Y-T-D	1,131.82

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	593,407.02
NUMBER OF DAYS THIS STATEMENT	28

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/26		INTEREST CREDIT	439.28

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
02/03		25,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
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CUSTOMER NO. PAGE
FROM 03/01/10 THRU 03/31/10 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/10	417,774.88
TOTAL OF 2 DEPOSITS AND OTHER CREDITS	150,153.33
TOTAL OF 5 DEBITS AND WITHDRAWALS	530,520.01
ENDING BALANCE AS OF 03/31/10	37,408.20
INT EARNED Y-T-D	1,285.15

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	241,517.73
NUMBER OF DAYS THIS STATEMENT	31

*	TOTAL FOR	TOTAL
*	THIS PERIOD	YEAR TO DATE
*		
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/25		INET TRANSFER FROM ACCOUNT	150,000.00
03/31		INTEREST CREDIT	153.33

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
03/22		10,409.81			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/01		AUTO TRANSFER TO	16,055.10



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
FROM 04/01/10 THRU 04/30/10 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/10	37,408.20
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	10.44
TOTAL OF 1 DEBITS AND WITHDRAWALS	10,000.00
ENDING BALANCE AS OF 04/30/10	27,418.64
INT EARNED Y-T-D	1,295.59

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	37,074.86
NUMBER OF DAYS THIS STATEMENT	30

*	TOTAL FOR	TOTAL
*	THIS PERIOD	YEAR TO DATE
*		
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/30		INTEREST CREDIT	10.44

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/30		10,000.00			

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/30	27,418.64				



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CUSTOMER NO. PAGE
 011000000 1
 FROM 05/01/10 THRU 05/31/1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO. -----

PREVIOUS BALANCE AS OF 04/30/10 27,418.64
 TOTAL OF 2 DEPOSITS AND OTHER CREDITS 240,088.40
 TOTAL OF 2 DEBITS AND WITHDRAWALS 77,800.00
 ENDING BALANCE AS OF 05/31/10 189,707.04

 INT EARNED Y-T-D 1,383.99

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 209,934.77
 NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/05		DEPOSIT	240,000.00
05/28		INTEREST CREDIT	88.40

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/17		2,800.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/28		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4063	75,000.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	267,418.64	05/17	264,618.64	05/28	189,707.04



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CUSTOMER NO. PAGE
1
FROM 06/01/10 THRU 06/30/1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 05/31/10 189,707.04
TOTAL OF 1 DEPOSITS AND OTHER CREDITS 73.15
TOTAL OF 4 DEBITS AND WITHDRAWALS 15,010.00
ENDING BALANCE AS OF 06/30/10 174,770.19
INT EARNED Y-T-D 1,457.14

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 178,003.70
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE NUMBER DESCRIPTION AMOUNT
06/30 INTEREST CREDIT 73.15

-----CHECKS-----

DATE NUMBER AMOUNT DATE NUMBER AMOUNT
06/04 10,000.00 06/11 1,000.00
06/07 1,500.00 06/21 2,510.00

----- DAILY BALANCE -----

DATE BALANCE DATE BALANCE DATE BALANCE
06/04 179,707.04 06/07 178,207.04 06/11 177,207.04
06/21 174,697.04 06/30 174,770.19



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CUSTOMER NO. PAGE
1
FROM 07/01/10 THRU 07/31/10

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 06/30/10	174,770.19
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	44.80
TOTAL OF 3 DEBITS AND WITHDRAWALS	144,425.00
ENDING BALANCE AS OF 07/31/10	30,389.99
INT EARNED Y-T-D	1,501.94

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	110,383.89
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/30		INTEREST CREDIT	44.80

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/13		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4074 FROM MM	61,300.00
07/21		STOP PAYMENT CHG	25.00
07/22		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4078 FROM MM	83,100.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/13	113,470.19	07/21	113,445.19	07/22	30,345.19
07/30	30,389.99				



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CUSTOMER NO. PAGE
FROM 08/01/10 THRU 08/31/10 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/10	30,389.99
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	6.45
TOTAL OF 0 DEBITS AND WITHDRAWALS	.00
ENDING BALANCE AS OF 08/31/10	30,396.44
INT EARNED Y-T-D	1,508.39

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	30,389.99
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/31		INTEREST CREDIT	6.45

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/31	30,396.44				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/10	107,590.02
TOTAL OF 20 DEPOSITS AND OTHER CREDITS	201,587.14
TOTAL OF 10 DEBITS AND WITHDRAWALS	253,310.70
ENDING BALANCE AS OF 08/31/10	55,866.46



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CUSTOMER NO. PAGE
FROM 09/01/10 THRU 09/30/1 1

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX MMA COMM-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 08/31/10 30,396.44
TOTAL OF 1 DEPOSITS AND OTHER CREDITS 6.96
TOTAL OF 2 DEBITS AND WITHDRAWALS 10,812.27
ENDING BALANCE AS OF 09/30/10 19,591.13
INT EARNED Y-T-D 1,515.35

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 22,107.03
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE NUMBER DESCRIPTION AMOUNT
09/30 INTEREST CREDIT 6.96

-----OTHER ITEMS-CHARGES-----

DATE NUMBER DESCRIPTION AMOUNT
09/08 INET TRANSFER TO 7,942.18
ACCOUNT
09/08 INET TRANSFER TO 2,870.09
ACCOUNT

----- DAILY BALANCE -----

DATE BALANCE DATE BALANCE DATE BALANCE
09/08 19,584.17 09/30 19,591.13



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CUSTOMER NO. PAGE
FROM 10/01/10 THRU 10/31/10 1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01 ACCOUNT NO.

PREVIOUS BALANCE AS OF 09/30/10 19,591.13
TOTAL OF 0 DEPOSITS AND OTHER CREDITS .00
TOTAL OF 0 DEBITS AND WITHDRAWALS .00
ENDING BALANCE AS OF 10/31/10 19,591.13

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 19,591.13
NUMBER OF DAYS THIS STATEMENT 31

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 09/30/10 80,172.51
TOTAL OF 15 DEPOSITS AND OTHER CREDITS 297,738.46
TOTAL OF 18 DEBITS AND WITHDRAWALS 317,412.65
ENDING BALANCE AS OF 10/31/10 60,498.32

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 36,192.55
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/04		DEPOSIT	2,700.00
10/04		DEPOSIT	100.00
10/13		DEPOSIT	34,590.00
10/13		DEPOSIT	4,881.66
10/13		DEPOSIT	2,440.83
10/13		DEPOSIT	1,979.79
10/13		DEPOSIT	1,527.75
10/13		DEPOSIT	483.21
10/13		DEPOSIT	55.63



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CUSTOMER NO. PAGE
1
FROM 11/01/10 THRU 11/30/1

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01 ACCOUNT NO.

PREVIOUS BALANCE AS OF 10/31/10 19,591.13
TOTAL OF 0 DEPOSITS AND OTHER CREDITS .00
TOTAL OF 3 DEBITS AND WITHDRAWALS 19,586.57
ENDING BALANCE AS OF 11/30/10 4.56

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 7,519.35
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/12		INET TRANSFER TO ACCOUNT	19,000.00
11/29		ACH-DR ELECTRONIC TRANSFER CCD TRACE DLX FOR BUSINESS BUS PROD	576.57
11/30		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF: ACCT MAINTENANCE	10.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/12	591.13	11/29	14.56	11/30	4.56



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CUSTOMER NO. PAGE
 FROM 12/01/10 THRU 12/31/1 1

NUMBER OF ITEMS ENCLOSED: 4

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 11/30/10 4.56
 TOTAL OF 5 DEPOSITS AND OTHER CREDITS 215,329.60
 TOTAL OF 34 DEBITS AND WITHDRAWALS 157,786.84
 ENDING BALANCE AS OF 12/31/10 57,547.32

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 15,102.68
 NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/27		SC REFUND-RET CHK	30.00
12/27		DEPOSIT	200,000.00
12/27		INET TRANSFER FROM ACCOUNT	6,000.00
12/29		ACH-CR DIRECT DEPOSIT POP TRACE HEALTHY RESOURCE PAYMENT CHECK NO. HOUS TX	5,000.00
12/29		ACH-CR DIRECT DEPOSIT POP TRACE HEALTHY RESOURCE PAYMENT CHECK NO.	4,299.60

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/30		82,677.25	12/30	3006	3,000.00
12/31		5,000.00	12/29	3007	106.84
12/31		4,299.60	12/29	3008	62.27
12/29	3000	1,548.12	12/31	3009	16.24
12/31	3001	468.42	12/27	3010	1,041.32
12/27	3002	2,500.00	12/29	3011	1,189.77
12/29	3003	694.64	12/29	3012	234.18
12/29	3005*	1,535.00	12/29	3014*	3,939.00



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CUSTOMER NO. PAGE
 FROM 12/01/10 THRU 12/31/1 2

NUMBER OF ITEMS ENCLOSED: 4

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/29	3015	273.77	12/31	3023	948.02
12/29	3016	325.00	12/31	3024	1,375.60
12/29	3018*	195.00	12/27	3026*	4,045.00
12/29	3019	1,348.28	12/29	3027	6,259.00
12/28	3020	6,159.36	12/31	3029*	16.00
12/30	3021	1,420.78	12/30	3030	14,302.00
12/31	3022	146.09			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/24		RETURNED ITEM FEE ACH DEBIT	30.00
12/24		RETURNED ITEM FEE CHECK NO. 003002	30.00
12/27		ACH-DR ELECTRONIC TRANSFER CTX TRACE UNITED HEALTHCAR EDI PAYMTS	8,394.17
12/28		ACH-DR ELECTRONIC TRANSFER TEL TRACE	4,196.12
12/31		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF: ACCT MAINTENANCE	10.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/24	55.44-	12/27	189,994.07	12/28	179,638.59
12/29	171,227.32	12/30	69,827.29	12/31	57,547.32



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CUSTOMER NO. PAGE
FROM 01/01/11 THRU 01/31/11

NUMBER OF ITEMS ENCLOSED: 7

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/10 57,547.32
TOTAL OF 1 DEPOSITS AND OTHER CREDITS 28,500.00
TOTAL OF 19 DEBITS AND WITHDRAWALS 37,829.82
ENDING BALANCE AS OF 01/31/11 48,217.50

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 41,074.25
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with 4 columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Row 1: 01/27, INET TRANSFER FROM ACCOUNT, 28,500.00

-----CHECKS-----

Table with 6 columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Rows include transactions from 01/03 to 01/31 with amounts ranging from 50.00 to 2,580.50.

-----OTHER ITEMS-CHARGES-----

Table with 4 columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include INET TRANSFER TO ACCOUNT (10,000.00), INET TRANSFER TO ACCOUNT (8,442.18), and STOP PAYMENT CHG (25.00).



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CUSTOMER NO. PAGE
FROM 02/01/11 THRU 02/28/11

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 01/31/11 48,217.50
TOTAL OF 0 DEPOSITS AND OTHER CREDITS .00
TOTAL OF 16 DEBITS AND WITHDRAWALS 49,002.87
ENDING BALANCE AS OF 02/28/11 785.37-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 21,440.00
NUMBER OF DAYS THIS STATEMENT 28

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Contains check transactions from 02/04 to 02/28.

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Contains other items and charges from 02/09 to 02/16.



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CUSTOMER NO. PAGE
FROM 03/01/11 THRU 03/31/11

NUMBER OF ITEMS ENCLOSED: 7

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/11 785.37-
TOTAL OF 2 DEPOSITS AND OTHER CREDITS 251,259.46
TOTAL OF 14 DEBITS AND WITHDRAWALS 204,869.87
ENDING BALANCE AS OF 03/31/11 45,604.22

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 19,886.46
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include INET TRANSFER FROM ACCOUNT on 03/07 and 03/25.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Rows list check numbers and amounts from 03/07 to 03/10.

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include RETURNED ITEM FEE on 03/04 and 03/15.



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CUSTOMER NO. PAGE
1
FROM 04/01/11 THRU 04/30/11

NUMBER OF ITEMS ENCLOSED: 9

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/11	45,604.22
TOTAL OF 6 DEPOSITS AND OTHER CREDITS	658,989.84
TOTAL OF 31 DEBITS AND WITHDRAWALS	705,102.97
ENDING BALANCE AS OF 04/30/11	508.91-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	74,981.90
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/01		DEPOSIT	6,621.03
04/01		INET TRANSFER FROM ACCOUNT	1,500.00
04/06		DEPOSIT	14,765.00
04/08		INET TRANSFER FROM ACCOUNT	49,598.00
04/18		DEPOSIT	578,205.81
04/22		INET TRANSFER FROM ACCOUNT	8,300.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/19		1,210.00	04/19	3073	1,600.00
04/19	3064	155.75	04/18	3074	155.88
04/14	3065	244.93	04/19	3075	701.53
04/11	3066	8,448.30	04/18	3076	3,551.02
04/18	3067	2,630.00	04/18	3077	640.00
04/15	3069*	258.23	04/19	3078	1,249.11
04/14	3070	49,598.00	04/19	3079	348.09
04/14	3071	475.00	04/21	3081*	577,722.60
04/14	3072	359.96	04/18	3083*	4,500.00



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CUSTOMER NO. PAGE
2
FROM 04/01/11 THRU 04/30/11

NUMBER OF ITEMS ENCLOSED: 9

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

DATE	NUMBER	DESCRIPTION	AMOUNT
04/01		INET TRANSFER TO ACCOUNT	26,262.89
04/01		INET TRANSFER TO ACCOUNT	1,500.00
04/01		INET TRANSFER TO ACCOUNT	1,500.00
04/01		INET TRANSFER TO ACCOUNT	10.00
04/04		ACH-DR ELECTRONIC TRANSFER CTX TRACE UNITED HEALTHCAR EDI PAYMTS	13,690.79
04/04		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 014	1,500.00
04/06		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 016	3,055.60
04/18		TRANSFER FOR ACQUI-CO. LOAN ACH-DR ELECTRONIC TRANSFER CCD TRACE WRIGHT EXPRESS FLEET DEBI	574.28
04/19		INET TRANSFER TO ACCOUNT	2,591.01
04/20		RETURNED ITEM FEE CHECK NO. 003081	30.00
04/28		RETURNED ITEM FEE ACH DEBIT	30.00



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CUSTOMER NO. PAGE
FROM 04/01/11 THRU 04/30/11 3

NUMBER OF ITEMS ENCLOSED: 9

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
04/29		ACH-DR ELECTRONIC TRANSFER CCD TRACE WRIGHT EXPRESS FLEET DEBI	500.00
04/29		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF:	
		ACCT MAINTENANCE	10.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/01	24,452.36	04/04	9,261.57	04/06	20,970.97
04/08	70,568.97	04/11	62,120.67	04/14	11,442.78
04/15	11,184.55	04/18	577,339.18	04/19	569,483.69
04/20	569,453.69	04/21	8,268.91-	04/22	31.09
04/28	1.09	04/29	508.91-		

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/11	35,445.02
TOTAL OF 8 DEPOSITS AND OTHER CREDITS	875,935.62
TOTAL OF 87 DEBITS AND WITHDRAWALS	907,974.42
ENDING BALANCE AS OF 04/30/11	3,406.22

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	124,354.27
NUMBER OF DAYS THIS STATEMENT	30



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CUSTOMER NO. PAGE
FROM 05/01/11 THRU 05/31/11 1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 04/30/11	508.91-
TOTAL OF 2 DEPOSITS AND OTHER CREDITS	69,691.67
TOTAL OF 3 DEBITS AND WITHDRAWALS	59,101.67
ENDING BALANCE AS OF 05/31/11	10,081.09

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	14,659.09
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/13		DEPOSIT	5,800.00
05/17		INET TRANSFER FROM ACCOUNT	63,891.67

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/24	3084	38,604.92	05/19	3085	20,486.75

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/31		ACTIVITY S/C	10.00

ACTIVITY S/C CONSISTS OF:
ACCT MAINTENANCE 10.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/13	5,291.09	05/17	69,182.76	05/19	48,696.01
05/24	10,091.09	05/31	10,081.09		



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CUSTOMER NO. PAGE
FROM 06/01/11 THRU 06/30/11 1

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01 ACCOUNT NO. 11111111

PREVIOUS BALANCE AS OF 05/31/11 10,081.09
TOTAL OF 8 DEPOSITS AND OTHER CREDITS 100,339.98
TOTAL OF 15 DEBITS AND WITHDRAWALS 87,765.64
ENDING BALANCE AS OF 06/30/11 22,655.43

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 18,873.03
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/02		INET TRANSFER FROM ACCOUNT	14,451.36
06/07		DEPOSIT	8,625.27
06/08		DEPOSIT	5,000.00
06/16		INET TRANSFER FROM ACCOUNT	150.00
06/22		INET TRANSFER FROM ACCOUNT	51,211.24
06/27		DEPOSIT	16,197.75
06/27		DEPOSIT	3,138.36
06/27		DEPOSIT	1,566.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
06/16	3086	9,826.68	06/27	3093	3,893.36
06/06	3088*	4,172.56	06/28	3094	175.02
06/09	3089	3,240.00	06/24	3095	33,897.60
06/09	3090	10,000.00	06/23	3096	11,582.46
06/28	3092*	1,662.80	06/22	3098*	5,084.08



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 07/01/11 THRU 07/31/11 1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 06/30/11	22,655.43
TOTAL OF 4 DEPOSITS AND OTHER CREDITS	4,340.41
TOTAL OF 11 DEBITS AND WITHDRAWALS	27,004.84
ENDING BALANCE AS OF 07/31/11	9.00-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	7,281.90
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/11		INET TRANSFER FROM ACCOUNT (	3,100.00
07/15		INET TRANSFER FROM ACCOUNT (	575.41
07/19		INET TRANSFER FROM ACCOUNT (	55.00
07/19		INET TRANSFER FROM ACCOUNT (	610.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
07/19	3099	610.00	07/05	3105	680.00
07/05	3102*	250.00	07/12	3108*	500.00
07/01	3103	4,000.00	07/15	3110*	15,650.00
07/08	3104	5,224.84			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/01		STOP PAYMENT CHG	25.00



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
1
FROM 08/01/11 THRU 08/31/11

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01 ACCOUNT NO. -----

PREVIOUS BALANCE AS OF 07/31/11	9.00-
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	9.02
TOTAL OF 1 DEBITS AND WITHDRAWALS	10.00
ENDING BALANCE AS OF 08/31/11	9.98-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	4.92-
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/18		INET TRANSFER FROM ACCOUNT (	9.02

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/31		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF:	
		ACCT MAINTENANCE	10.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/18	.02	08/31	9.98-		



64 255 651

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
FROM 09/01/11 THRU 09/30/11 1

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

SMALL BUSINESS-01

ACCOUNT NO.

PREVIOUS BALANCE AS OF 08/31/11	9.98-
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	10.00
TOTAL OF 1 DEBITS AND WITHDRAWALS	.02
ENDING BALANCE AS OF 09/30/11	.00

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	2.65-
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
09/09		INET TRANSFER FROM ACCOUNT	10.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
09/16		.02			

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/09	.02	09/16	.00		

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 08/31/11	42.18-
TOTAL OF 3 DEPOSITS AND OTHER CREDITS	282.20
TOTAL OF 4 DEBITS AND WITHDRAWALS	252.48
ENDING BALANCE AS OF 09/30/11	12.46-



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
2
FROM 01/01/09 THRU 01/31/09

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/08	40,104.19
TOTAL OF 3 DEPOSITS AND OTHER CREDITS	7,921.34
TOTAL OF 4 DEBITS AND WITHDRAWALS	16,474.90
ENDING BALANCE AS OF 01/31/09	31,550.63

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	42,968.11
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/12		DEPOSIT	5,350.00
01/12		DEPOSIT	1,721.92
01/12		DEPOSIT	849.42

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
01/27	1007	5,065.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/29		INET TRANSFER TO ACCOUNT	7,942.18
01/29		INET TRANSFER TO ACCOUNT (	2,467.63
01/29		INET TRANSFER TO ACCOUNT	1,000.09

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/12	48 025 53	01/27	42 960 53	01/29	31 550 63



64 387 1097

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
FROM 01/01/09 THRU 01/31/0 3

NUMBER OF ITEMS ENCLOSED:

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



64

383

1045

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
----- 3
FROM 02/01/09 THRU 02/28/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/03		DEPOSIT	5,350.00
02/03		DEPOSIT	1,721.92
02/03		DEPOSIT	1,137.03
02/03		DEPOSIT	1,137.03
02/03		DEPOSIT	849.42
02/06		INET TRANSFER FROM ACCOUNT (-----)	807,000.00
02/06		INET TRANSFER FROM ACCOUNT (-----)	22,000.00
02/17		DEPOSIT	58,000.00
02/18		DEPOSIT	18,000.00
02/19		DEPOSIT	6,000.00
02/23		INET TRANSFER FROM ACCOUNT (-----)	26,000.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
02/09	1002	806,296.19	02/18	1009	3,000.00
02/09	1005*	22,000.00	02/19	1010	6,000.00
02/18	1006	15,000.00	02/25	1011	16,000.00
02/17	1008*	100,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/13		INSUFF. FUNDS CHG CHECK NO. 001008	30.00
02/17		INSUFF. FUNDS CHG CHECK NO. 001006	30.00
02/17		INSUFF. FUNDS CHG CHECK NO. 001009	30.00
02/18		INSUFF. FUNDS CHG	30.00



64 383 1046

HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
4
FROM 02/01/09 THRU 02/28/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
------	--------	-------------	--------

CHECK NO. 001010

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/03	41,746.03	02/06	870,746.03	02/09	42,449.84
02/13	42,419.84	02/17	359.84	02/18	329.84
02/23	26,329.84	02/25	10,329.84		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 387 1105

HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
 FROM 03/01/09 THRU 03/31/0 3

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/31		ACCOUNT INET TRANSFER FROM ACCOUNT	1,170,000.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
03/13		346,813.00	03/24	1030*	94.22
03/03	1012	65,000.00	03/30	1031	545.91
03/02	1013	2,500.00	03/30	1032	754.85
03/09	1015*	683.00	03/25	1033	1,019.88
03/11	1017*	1,020.00	03/24	1034	412.22
03/12	1020*	16,000.00	03/23	1036*	702.61
03/13	1021	1,000.00	03/27	1037	627.73
03/18	1022	508,000.00	03/27	1038	637.04
03/25	1024*	741.05	03/27	1039	7.70
03/24	1025	616.73	03/24	1040	1,251.50
03/25	1027*	168.99	03/27	1045*	27,000.00
03/26	1028	5.63			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/02		INSUFF. FUNDS CHG CHECK NO. 001012	30.00
03/03		INET TRANSFER TO ACCOUNT 0702986152	7,942.18
03/03		INET TRANSFER TO ACCOUNT	2,467.63
03/03		INET TRANSFER TO ACCOUNT	696.07

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/02	7 799 84	03/03	32 193 96	03/09	31 510 96



64 387 1106

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
4
FROM 03/01/09 THRU 03/31/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/10	432,510.96	03/11	431,490.96	03/12	415,490.96
03/13	67,677.96	03/16	79,968.33	03/17	587,968.33
03/18	79,968.33	03/23	79,265.72	03/24	76,891.05
03/25	74,961.13	03/26	74,955.50	03/27	46,683.03
03/30	45,382.27	03/31	1,215,382.27		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 377 1055

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
----- 2
FROM 04/01/09 THRU 04/30/0

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/09	1,215,382.27
TOTAL OF 4 DEPOSITS AND OTHER CREDITS	1,661,114.63
TOTAL OF 21 DEBITS AND WITHDRAWALS	1,384,866.14
ENDING BALANCE AS OF 04/30/09	1,491,630.76

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	914,933.84
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/13		DEPOSIT	1,622,907.31
04/13		DEPOSIT	30,832.00
04/13		DEPOSIT	7,100.32
04/13		DEPOSIT	275.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/03		8,192.18	04/01	1049	24,000.00
04/13		1,000.00	04/01	1050	10,000.00
04/03	1026	5.12	04/14	1051	9,000.00
04/14	1029*	3.83	04/14	1052	20,000.00
04/13	1035*	573.54	04/23	1053	3,275.00
04/27	1043*	2,000.00	04/23	1054	10,000.00
04/16	1044	27,000.00	04/28	1055	100,000.00
04/01	1046*	267,709.38	04/30	1056	47,000.00
04/01	1047	782,063.09	04/30	1057	25,000.00
04/01	1048	48,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/20		DONZIE FLETCHER INSUFFICIENT FUNDS	34.00



64 377 1056

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
3
FROM 04/01/09 THRU 04/30/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
04/20		RET-CHG BACK FEE	10.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/01	83,609.80	04/03	75,412.50	04/13	1,734,953.59
04/14	1,705,949.76	04/16	1,678,949.76	04/20	1,678,905.76
04/23	1,665,630.76	04/27	1,663,630.76	04/28	1,563,630.76
04/30	1,491,630.76				

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
2
FROM 05/01/09 THRU 05/31/09

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 04/30/09 1,491,630.76
TOTAL OF 12 DEPOSITS AND OTHER CREDITS 656,508.23
TOTAL OF 16 DEBITS AND WITHDRAWALS 1,261,931.84
ENDING BALANCE AS OF 05/31/09 886,207.15

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 1,196,317.35
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Lists various deposit transactions from 05/05 to 05/15.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Lists various check transactions from 05/05 to 05/12.



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1031

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
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CUSTOMER NO. PAGE
----- 3
FROM 05/01/09 THRU 05/31/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	1,373,172.68	05/06	1,363,172.68	05/12	953,444.22
05/13	1,049,444.22	05/14	1,549,444.22	05/15	1,540,390.53
05/18	1,520,390.53	05/19	1,263,804.18	05/20	1,052,733.75
05/21	886,207.15				

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
3
FROM 06/01/09 THRU 06/30/0

NUMBER OF ITEMS ENCLOSED: 3

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 05/31/09 886,207.15
TOTAL OF 27 DEPOSITS AND OTHER CREDITS 7,402,018.80
TOTAL OF 12 DEBITS AND WITHDRAWALS 1,621,529.08
ENDING BALANCE AS OF 06/30/09 6,666,696.87

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 497,422.56
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/03		DEPOSIT	397.15
06/03		DEPOSIT	136.00
06/04		INET TRANSFER FROM ACCOUNT	400,000.00
06/12		INET TRANSFER FROM ACCOUNT	50,000.00
06/15		SC REFUND-NSF	30.00
06/15		DEPOSIT	191,466.00
06/16		DEPOSIT	54,764.78
06/16		DEPOSIT	20,623.20
06/16		DEPOSIT	4,758.21
06/16		DEPOSIT	2,728.43
06/16		DEPOSIT	1,721.92
06/16		DEPOSIT	397.15
06/16		DEPOSIT	45.25
06/25		DEPOSIT	3,465,958.50
06/25		DEPOSIT	13,353.00
06/25		DEPOSIT	3,654.30
06/25		DEPOSIT	2,701.84
06/25		DEPOSIT	2,375.00
06/25		DEPOSIT	647.06
06/25		DEPOSIT	165.88
06/26		DEPOSIT	3,026,509.74



64 372 1086

HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
 4
 FROM 06/01/09 THRU 06/30/0

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/30		DEPOSIT	87,261.00
06/30		DEPOSIT	37,398.64
06/30		DEPOSIT	27,638.60
06/30		DEPOSIT	5,853.55
06/30		DEPOSIT	1,371.61
06/30		DEPOSIT	61.99

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
06/30	1004	35,000.00	06/04	1073	22,396.20
06/04	1071*	1,072,537.76	06/15	1074	191,466.00
06/04	1072	110,819.22			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/11		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1002 TOTAL PAYROLL DEPOSIT	79,000.00
06/12		INSUFF. FUNDS CHG CHECK NO. 001074	30.00
06/12		ACH-DR ELECTRONIC TRANSFER PPD TRACE 5 HEALTHY RESOURCE PAYMENT 1004	7,000.00
06/23		INET TRANSFER TO ACCOUNT	8,942.18
06/23		INET TRANSFER TO ACCOUNT	3,467.63
06/23		INET TRANSFER TO ACCOUNT	2,870.09
06/29		ACH HEALTH RESOURC E	88,000.00



64 372 1087

HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
5
FROM 06/01/09 THRU 06/30/0

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
------	--------	-------------	--------

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/03	886,740.30	06/04	80,987.12	06/11	1,987.12
06/12	44,957.12	06/15	44,987.12	06/16	130,026.06
06/23	114,746.16	06/25	3,603,601.74	06/26	6,630,111.48
06/29	6,542,111.48	06/30	6,666,696.87		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 360 1076

HEALTHY RESOURCES ENTERPRISE INC BW
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HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 07/01/09 THRU 07/31/09 3

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO. -----

PREVIOUS BALANCE AS OF 06/30/09 6,666,696.87
TOTAL OF 14 DEPOSITS AND OTHER CREDITS 997,763.46
TOTAL OF 14 DEBITS AND WITHDRAWALS 7,193,292.91
ENDING BALANCE AS OF 07/31/09 471,167.42

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 376,468.79
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Contains transaction details from 07/01 to 07/27.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Contains check details for 07/14 and 07/22.



64 360 1077

HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
 FROM 07/01/09 THRU 07/31/0 4

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02

ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
07/01		INET TRANSFER TO ACCOUNT	6,500,000.00
07/10		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENTS 1032	81,500.00
07/13		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENTS 1035	210,000.00
07/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT	166,000.00
07/24		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1042	81,000.00
07/28		TOTAL PAYROLL DEPOSIT FROM CHECKING ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT	37,794.80
07/29		INET TRANSFER TO ACCOUNT	9,942.18
07/29		INET TRANSFER TO ACCOUNT	4,467.63
07/29		INET TRANSFER TO ACCOUNT	2,870.09
07/31		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1047	28,300.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	173 706 79	07/08	236 206 79	07/10	154 706 79



64 360 1078

HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
5
FROM 07/01/09 THRU 07/31/0

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/13	294,706.79	07/14	685,706.79	07/15	709,822.25
07/16	543,822.25	07/22	519,198.84	07/23	481,404.04
07/24	438,198.84	07/27	554,542.12	07/28	516,747.32
07/29	499,467.42	07/31	471,167.42		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



64 352 1022

HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 08/01/09 THRU 08/31/09 3

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 1,894,470.78
 NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/04		INET TRANSFER FROM ACCOUNT	1,250,000.00
08/12		DEPOSIT	2,617,630.90

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
08/05	1079	1,700.00	08/12	1082	16,969.00
08/10	1080	400,000.00	08/06	1083	356,855.00
08/10	1081	11,011.00	08/06	1084	32,880.00

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/05		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1050	333,500.00
08/18		ACH HEALTHY RESOUR CE	547,130.00
08/20		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1062	74,500.00
08/31		TOTAL PAYROLL DEPOSIT FROM CHECKING ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1066 TOTAL PAYROLL DEPOSIT FROM CHECKING	876,000.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/04	1 721 167 42	08/05	1 385 967 42	08/06	996 232 42



64 352 1023

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
4
FROM 08/01/09 THRU 08/31/0

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/10	585,221.42	08/12	3,185,883.32	08/18	2,638,753.32
08/20	2,564,253.32	08/31	1,688,253.32		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
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CUSTOMER NO. PAGE
FROM 09/01/09 THRU 09/30/0 2

NUMBER OF ITEMS ENCLOSED: 1

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/02	1,134,412.34	09/09	1,170,282.40	09/15	1,580,018.47
09/23	1,622,446.24	09/28	1,606,391.14	09/30	1,607,776.29

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 08/31/09	1,688,253.32
TOTAL OF 3 DEPOSITS AND OTHER CREDITS	5,885.05
TOTAL OF 7 DEBITS AND WITHDRAWALS	1,581,179.90
ENDING BALANCE AS OF 09/30/09	112,958.47

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	721,798.44
NUMBER OF DAYS THIS STATEMENT	30

-----DEPOSITS AND OTHER CREDITS-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
09/21		DEPOSIT	4,881.66
09/21		DEPOSIT	994.55
09/21		DEPOSIT	8.84

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
09/02		INET TRANSFER TO ACCOUNT	20,870.09
09/02		INET TRANSFER TO ACCOUNT	17,942.18
09/02		INET TRANSFER TO ACCOUNT	12,467.63



64 352 1006

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
3
FROM 09/01/09 THRU 09/30/0

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
09/02		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1069	70,000.00
09/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1072	510,000.00
09/16		TOTAL PAYROLL DEPOSIT FROM CHECKING ACH-DR ELECTRONIC TRANSFER PPD TRACE 0 HEALTHY RESOURCE PAYMENT 1078	449,900.00
09/22		FROM CHECKING ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1080	500,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/02	1,566,973.42	09/03	1,056,973.42	09/16	607,073.42
09/21	612,958.47	09/22	112,958.47		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 345 1005

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
3
FROM 10/01/09 THRU 10/31/0

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 140,343.96
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/01		INET TRANSFER FROM ACCOUNT (	600,000.00
10/14		DEPOSIT	6,622.00
10/14		DEPOSIT	5,853.55
10/14		DEPOSIT	607.50
10/14		DEPOSIT	7.20
10/14		INET TRANSFER FROM ACCOUNT	250,000.00
10/14		INET TRANSFER FROM ACCOUNT	12,950.00
10/15		DEPOSIT	509.25
10/15		DEPOSIT	415.68
10/22		DEPOSIT	37,939.15
10/22		DEPOSIT	12,180.99
10/22		DEPOSIT	8,518.10
10/22		DEPOSIT	8.84
10/27		ACH RTR E BOUTE	5,000.00
10/28		DEPOSIT	30,832.00
10/28		DEPOSIT	165.88

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
10/30		4,037.74	10/09	1089	17,325.00
10/19	1085	10,000.00	10/19	1090	1,609.98
10/19	1086	25,000.00	10/16	1091	485.00
10/19	1087	1,180.00	10/29	1092	5,493.69
10/14	1088	5,763.57			



64 345 1006

HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
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 FROM 10/01/09 THRU 10/31/0 4

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
10/02		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1088 FROM CHECKING	600,700.00
10/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 1090 HUD	12,950.00
10/14		INET TRANSFER TO ACCOUNT	8,942.18
10/14		INET TRANSFER TO ACCOUNT	7,467.63
10/14		INET TRANSFER TO ACCOUNT C	1,870.09
10/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1093 TOTAL PAYROLL DEPOSIT FROM CHECKING	108,500.00
10/19		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1096 HEALTHY RESOURCE PAYMENT	130,000.00
10/26		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1099 HEALTHY RESOURCE PAYMENT	15,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	712,958.47	10/02	112,258.47	10/09	81,983.47
10/14	333,980.25	10/15	334,905.18	10/16	225,920.18
10/19	58,130.20	10/22	116,777.28	10/26	101,777.28
10/27	106,777.28	10/28	137,775.16	10/29	132,281.47
10/30	128,243.73				



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
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CUSTOMER NO.

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FROM 10/01/09 THRU 10/31/0

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NUMBER OF ITEMS ENCLOSED:

3

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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962

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 11/01/09 THRU 11/30/0 2

NUMBER OF ITEMS ENCLOSED: 2

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/09	935,981.11	11/12	937,321.60	11/13	294,821.60
11/16	244,821.60	11/19	914,821.60	11/27	898,766.50
11/30	899,493.14				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 10/31/09	128,243.73
TOTAL OF 22 DEPOSITS AND OTHER CREDITS	1,410,719.58
TOTAL OF 16 DEBITS AND WITHDRAWALS	1,135,287.69
ENDING BALANCE AS OF 11/30/09	403,675.62

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	260,134.55
NUMBER OF DAYS THIS STATEMENT	30

-----DEPOSITS AND OTHER CREDITS-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
11/04		DEPOSIT	20,053.93
11/04		DEPOSIT	17,979.20
11/04		DEPOSIT	5,853.55
11/04		DEPOSIT	1,721.92
11/04		DEPOSIT	1,137.03
11/09		SC REFUND-NSF	30.00
11/09		DEPOSIT	89,000.00
11/12		DEPOSIT	5,000.00
11/12		DEPOSIT	5,000.00
11/12		DEPOSIT	2,728.43
11/12		DEPOSIT	2,440.83
11/12		DEPOSIT	2,440.83
11/12		DEPOSIT	2,440.83
11/12		DEPOSIT	1,255.23
11/12		DEPOSIT	558.06
11/12		DEPOSIT	509.26



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
0110070000 3
FROM 11/01/09 THRU 11/30/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/12		DEPOSIT	415.68
11/12		DEPOSIT	50.00
11/16		SC REFUND-NSF	30.00
11/16		DEPOSIT	1,196,674.80
11/16		DEPOSIT	50,000.00
11/16		DEPOSIT	5,400.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
11/05		13,698.00	11/16	1094	50,000.00
11/19		9,575.92	11/23	1095	4,384.97
11/03	1093	7,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/06		INSUFF. FUNDS CHG ACH DEBIT	30.00
11/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1088 FROM CHECKING	243,000.00
11/13		INSUFF. FUNDS CHG CHECK NO. 001094	30.00
11/19		INET TRANSFER TO ACCOUNT 0140000001	670,000.00
11/19		INET TRANSFER TO ACCOUNT 0140000001	10,942.18
11/19		INET TRANSFER TO ACCOUNT 0140000001	8,942.18
11/19		INET TRANSFER TO ACCOUNT 0140000001	5,467.63



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
4
FROM 11/01/09 THRU 11/30/0

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/19		INET TRANSFER TO ACCOUNT (	3,467.63
11/19		INET TRANSFER TO ACCOUNT (	2,870.09
11/19		INET TRANSFER TO ACCOUNT (	1,879.09
11/24		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 2008 FROM CHECKING	104,000.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/03	121,243.73	11/04	167,989.36	11/05	154,291.36
11/06	154,261.36	11/09	291.36	11/12	23,130.51
11/13	23,100.51	11/16	1,225,205.31	11/19	512,060.59
11/23	507,675.62	11/24	403,675.62		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 347 1123

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
----- 2
FROM 12/01/09 THRU 12/31/0

NUMBER OF ITEMS ENCLOSED: 4

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
12/21		ACH-DR ELECTRONIC TRANSFER PPD TRACE ----- HEALTHY RESOURCE PAYMENT 2026	92,000.00
12/28		TOTAL PAYROLL DEPOSIT FROM CHECKING AUTO TRANSFER TO ACCT.-	16,055.10

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/11	1,289,995.97	12/14	958,995.97	12/21	866,995.97
12/28	850,940.87	12/31	851,723.16		

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 11/30/09	403,675.62
TOTAL OF 27 DEPOSITS AND OTHER CREDITS	566,077.25
TOTAL OF 17 DEBITS AND WITHDRAWALS	717,997.87
ENDING BALANCE AS OF 12/31/09	251,755.00

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	268,584.67
NUMBER OF DAYS THIS STATEMENT	31

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	30.00	270.00



HEALTHY RESOURCES ENTERPRISE INC BW
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 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 12/01/09 THRU 12/31/0 3

NUMBER OF ITEMS ENCLOSED: 4

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/03		DEPOSIT	5,853.55
12/03		DEPOSIT	5,684.63
12/04		DEPOSIT	23,135.00
12/04		DEPOSIT	1,721.92
12/04		DEPOSIT	1,137.03
12/04		DEPOSIT	8.84
12/10		DEPOSIT	2,728.43
12/10		DEPOSIT	1.00
12/14		SC REFUND-NSF	30.00
12/14		DEPOSIT	47,051.28
12/14		DEPOSIT	31,000.00
12/14		DEPOSIT	17,675.44
12/14		DEPOSIT	2,078.40
12/14		DEPOSIT	558.06
12/14		DEPOSIT	85.00
12/14		DEPOSIT	78.00
12/14		INET TRANSFER FROM ACCOUNT	300,000.00
12/15		ACH RTR BMH	595.00
12/15		DEPOSIT	69,180.00
12/16		DEPOSIT	165.88
12/16		DEPOSIT	165.88
12/21		DEPOSIT	31,325.30
12/21		DEPOSIT	5,853.55
12/21		DEPOSIT	8.84
12/31		DEPOSIT	13,500.00
12/31		DEPOSIT	5,319.19
12/31		DEPOSIT	1,137.03

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/07	1096	4,317.13	12/28	1104	100.00
12/18	1098*	204,170.00	12/28	1105	280.90
12/23	1099	8,068.44	12/30	1106	287.32
12/31	1100	1,887.53	12/28	1107	127.30
12/30	1101	183.03	12/31	1108	61.98
12/29	1103*	721.35	12/29	1110*	517.89



64 347 1125

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
01100050000 4
FROM 12/01/09 THRU 12/31/0

NUMBER OF ITEMS ENCLOSED: 4

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/23	1111	450.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/08		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 1020 FROM CHECKING	325,000.00
12/11		INSUFF. FUNDS CHG ACH DEBIT	30.00
12/14		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 2017 TOTAL PAYROLL DEPOSIT FROM CHECKING	144,795.00
12/22		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 2028 FROM CHECKING	27,000.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/03	415,213.80	12/04	441,216.59	12/07	436,899.46
12/08	111,899.46	12/10	114,628.89	12/11	114,598.89
12/14	368,360.07	12/15	438,135.07	12/16	438,466.83
12/18	234,296.83	12/21	271,484.52	12/22	244,484.52
12/23	235,966.08	12/28	235,457.88	12/29	234,218.64
12/30	233,748.29	12/31	251,755.00		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



64 338 1055

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 01/01/10 THRU 01/31/10 2

NUMBER OF ITEMS ENCLOSED: 2

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/21	756,723.16	01/22	756,698.16	01/27	740,643.06
01/29	741,335.60				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/09	251,755.00
TOTAL OF 17 DEPOSITS AND OTHER CREDITS	2,527,044.90
TOTAL OF 11 DEBITS AND WITHDRAWALS	1,462,519.92
ENDING BALANCE AS OF 01/31/10	1,316,279.98

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	562,910.95
NUMBER OF DAYS THIS STATEMENT	31

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT	.00	.00
* NSF FEES ASSESSED-RETURNED ITEMS	.00	.00

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/06		DEPOSIT	13,881.00
01/06		DEPOSIT	1,721.92
01/06		DEPOSIT	40.00
01/07		DEPOSIT	7,713.05
01/15		DEPOSIT	175,641.13
01/15		DEPOSIT	54,000.00
01/15		DEPOSIT	34,590.17
01/15		DEPOSIT	15,687.33
01/15		DEPOSIT	14,324.84



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO.
FROM 01/01/10 THRU 01/31/10

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO. :

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include deposit entries from 01/15 to 01/28 with amounts ranging from 168.87 to 35,587.93.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Rows include check entries from 01/07 to 01/15 with amounts ranging from 100.00 to 50,000.00.

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include ACH-DR ELECTRONIC TRANSFER PPD entries and other charges from 01/08 to 01/22.

-----DAILY BALANCE-----

Table with columns: DATE, BALANCE, DATE, BALANCE, DATE, BALANCE. Rows show daily balances for 01/06, 01/07, and 01/08.



64 338 1057

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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FROM 01/01/10 THRU 01/31/1 4

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO. :

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/15	490,066.43	01/19	305,066.43	01/20	2,404,109.72
01/22	1,291,614.19	01/28	1,316,279.98		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



64 333 1016

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 02/01/10 THRU 02/28/1 2

NUMBER OF ITEMS ENCLOSED: 1

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
02/05		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 2051 FROM MM	82,000.00
02/17		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 4003 FROM CHECKING	97,000.00
02/26		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 4006	120,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/03	716,335.60	02/05	634,335.60	02/17	537,335.60
02/26	417,774.88				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 01/31/10	1,316,279.98
TOTAL OF 9 DEPOSITS AND OTHER CREDITS	94,600.53
TOTAL OF 7 DEBITS AND WITHDRAWALS	1,367,309.90
ENDING BALANCE AS OF 02/28/10	43,570.61

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	129,633.88
NUMBER OF DAYS THIS STATEMENT	28

*	TOTAL FOR	TOTAL
*	THIS PERIOD	YEAR TO DATE
*		

* NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT 00 00



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
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FROM 02/01/10 THRU 02/28/1

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/03		DEPOSIT	25,000.00
02/03		DEPOSIT	22,723.90
02/03		DEPOSIT	12,036.00
02/03		DEPOSIT	11,414.48
02/03		DEPOSIT	1,721.92
02/09		DEPOSIT	10,576.00
02/09		DEPOSIT	5,853.55
02/09		DEPOSIT	2,728.43
02/09		DEPOSIT	2,546.25

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/01		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 2041	40,000.00
02/02		INSUFF. FUNDS CHG ACH DEBIT	30.00
02/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4001	1,300,000.00
02/10		INET TRANSFER TO ACCOUNT (	9,942.18
02/10		INET TRANSFER TO ACCOUNT (	4,467.63
02/10		INET TRANSFER TO ACCOUNT (	2,870.09
02/11		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4003	10,000.00



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NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/01	1,276,279.98	02/02	1,276,249.98	02/03	49,146.28
02/09	70,850.51	02/10	53,570.61	02/11	43,570.61

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
FROM 03/01/10 THRU 03/31/1 2

NUMBER OF ITEMS ENCLOSED: 2

TX MMA COMM-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/04		ACCT.- ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4008 FROM CHECKING	188,000.00
03/29		AUTO TRANSFER TO ACCT.-	16,055.10
03/30		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4022	300,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/01	401,719.78	03/04	213,719.78	03/22	203,309.97
03/25	353,309.97	03/29	337,254.87	03/30	37,254.87
03/31	37,408.20				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/10	43,570.61
TOTAL OF 27 DEPOSITS AND OTHER CREDITS	878,014.86
TOTAL OF 10 DEBITS AND WITHDRAWALS	838,818.39
ENDING BALANCE AS OF 03/31/10	82,767.08

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	315,123.58
NUMBER OF DAYS THIS STATEMENT	31

TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
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FROM 03/01/10 THRU 03/31/10 3

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/04		ACH-CR DIRECT DEPOSIT PPD TRACE } HEALTHY RESOURCE PAYMENT 4010	100,000.00
		TX COMM CHECKING	
03/04		DEPOSIT	20,358.80
03/04		DEPOSIT	1,721.92
03/04		DEPOSIT	1,137.03
03/04		DEPOSIT	615.14
03/04		DEPOSIT	5.54
03/12		DEPOSIT	600,000.00
03/12		DEPOSIT	5,853.55
03/12		DEPOSIT	2,728.43
03/12		DEPOSIT	2,546.25
03/12		DEPOSIT	2,317.50
03/12		DEPOSIT	2,078.40
03/12		DEPOSIT	789.56
03/12		DEPOSIT	558.06
03/12		DEPOSIT	558.06
03/12		DEPOSIT	287.70
03/12		DEPOSIT	165.88
03/12		DEPOSIT	165.88
03/12		DEPOSIT	76.03
03/12		DEPOSIT	36.84
03/12		DEPOSIT	23.22
03/26		DEPOSIT	60,917.14
03/26		DEPOSIT	34,603.11
03/26		DEPOSIT	17,095.64
03/26		DEPOSIT	2,078.40
03/26		DEPOSIT	541.38
03/29		DEPOSIT	20,755.40

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT 4010	85,000.00
		FROM CHECKING	



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 FROM 03/01/10 THRU 03/31/1 4

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/18		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4052	85,000.00
03/25		TX COMM CHECKING INET TRANSFER TO ACCOUNT (	150,000.00
03/25		INET TRANSFER TO ACCOUNT (	43,038.49
03/25		INET TRANSFER TO ACCOUNT (	28,500.00
03/25		INET TRANSFER TO ACCOUNT	7,942.18
03/25		INET TRANSFER TO ACCOUNT	6,467.63
03/25		INET TRANSFER TO ACCOUNT	2,870.09
03/29		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4021	150,000.00
03/30		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4023	280,000.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/04	167,409.04	03/12	785,594.40	03/16	700,594.40
03/18	615,594.40	03/25	376,776.01	03/26	492,011.68
03/29	362,767.08	03/30	82,767.08		



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NUMBER OF ITEMS ENCLOSED: 2

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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CUSTOMER NO. PAGE
2
FROM 04/01/10 THRU 04/30/1

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 03/31/10 82,767.08
TOTAL OF 19 DEPOSITS AND OTHER CREDITS 231,477.46
TOTAL OF 10 DEBITS AND WITHDRAWALS 186,889.52
ENDING BALANCE AS OF 04/30/10 127,355.02

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 76,216.46
NUMBER OF DAYS THIS STATEMENT 30

Table with 3 columns: Description, TOTAL FOR THIS PERIOD, TOTAL YEAR TO DATE. Rows include NSF FEES ASSESSED-ITEMS PAID INTO OVERDRAFT and NSF FEES ASSESSED-RETURNED ITEMS.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with 4 columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Lists multiple deposit transactions from 04/01 to 04/29.



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CUSTOMER NO. PAGE
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NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/29		DEPOSIT	16.70
04/29		DEPOSIT	8.84

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/23	1134	1,016.25	04/22	1136	536.00
04/20	1135	4,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/21		MISC DEBIT	80,000.00
04/02		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4026	13,500.00
04/06		MISCELLANEOUS DEBIT	25.00
04/14		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4052	72,500.00
04/16		TX COMM CHECKING INET TRANSFER TO ACCOUNT	8,942.18
04/16		INET TRANSFER TO ACCOUNT	1,870.09
04/19		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4034	4,500.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/01	91,479.58	04/02	77,979.58	04/06	77,954.58
04/07	80,654.74	04/13	84,165.05	04/14	11,665.05
04/16	53,953.65	04/19	199,453.65	04/20	195,453.65
04/21	115,453.65	04/22	114,917.65	04/23	113,901.40



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NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----		DAILY BALANCE-----		-----	
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/29	127,355.02				

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
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FROM 05/01/10 THRU 05/31/10 2

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 04/30/10 127,355.02
TOTAL OF 19 DEPOSITS AND OTHER CREDITS 166,788.21
TOTAL OF 9 DEBITS AND WITHDRAWALS 223,147.53
ENDING BALANCE AS OF 05/31/10 70,995.70

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 89,058.97
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/03		DEPOSIT	15,864.00
05/03		DEPOSIT	5,400.00
05/03		DEPOSIT	1,837.86
05/03		DEPOSIT	1,721.92
05/03		DEPOSIT	1,137.03
05/05		DEPOSIT	34,590.00
05/12		DEPOSIT	33,712.89
05/12		DEPOSIT	5,853.55
05/12		DEPOSIT	2,728.43
05/12		DEPOSIT	1,059.50
05/17		DEPOSIT	4,987.99
05/25		DEPOSIT	15,026.00
05/25		DEPOSIT	1,000.00
05/25		DEPOSIT	918.93
05/25		DEPOSIT	43.05
05/25		DEPOSIT	8.84
05/27		DEPOSIT	483.22
05/28		DEPOSIT	34,590.00
05/28		DEPOSIT	5,825.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/28		200.00			



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NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO. :

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
05/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4054 FROM MM	67,000.00
05/07		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT	2,500.00
05/12		INET TRANSFER TO ACCOUNT	4,467.63
05/13		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 4059 FROM MM	63,500.00
05/25		INET TRANSFER TO ACCOUNT	9,942.18
05/25		INET TRANSFER TO ACCOUNT 0	7,467.63
05/25		INET TRANSFER TO ACCOUNT	2,870.09
05/27		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4061 FROM MM	65,200.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/03	86,315.83	05/05	120,905.83	05/07	118,405.83
05/12	157,292.57	05/13	93,792.57	05/17	98,780.56
05/25	95,497.48	05/27	30,780.70	05/28	70,995.70



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NUMBER OF ITEMS ENCLOSED: 2

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
FROM 06/01/10 THRU 06/30/1 2

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 05/31/10 70,995.70
TOTAL OF 8 DEPOSITS AND OTHER CREDITS 117,085.40
TOTAL OF 13 DEBITS AND WITHDRAWALS 178,219.13
ENDING BALANCE AS OF 06/30/10 9,861.97

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 32,151.22
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include deposits from 06/09 to 06/23.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Rows include checks from 06/18 to 06/25.

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT.



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NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/10		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4065	64,200.00
06/14		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4067	1,500.00
06/23		INET TRANSFER TO ACCOUNT 0702986152	8,942.18
06/23		INET TRANSFER TO ACCOUNT (	3,467.63
06/23		INET TRANSFER TO ACCOUNT (	1,870.09
06/24		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 4069	67,700.00
06/25		TOTAL PAYROLL DEPOSIT ACH-DR ELECTRONIC TRANSFER TEL TRACE GLIC PHONE PAY	3,811.49
06/25		ACH-DR ELECTRONIC TRANSFER TEL TRACE GLIC PHONE PAY	2,396.62
06/29		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4070	1,200.00

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/09	77,111.53	06/10	12,911.53	06/14	17,430.96
06/18	16,232.46	06/22	115,299.39	06/23	106,902.70
06/24	39,202.70	06/25	15,703.97	06/28	11,061.97
06/29	9,861.97				



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NUMBER OF ITEMS ENCLOSED: 1

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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CUSTOMER NO. PAGE
FROM 07/01/10 THRU 07/31/10 2

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 06/30/10	9,861.97
TOTAL OF 10 DEPOSITS AND OTHER CREDITS	139,607.15
TOTAL OF 7 DEBITS AND WITHDRAWALS	41,879.10
ENDING BALANCE AS OF 07/31/10	107,590.02

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	49,804.15
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/06		DEPOSIT	100.00
07/07		DEPOSIT	34,590.00
07/07		DEPOSIT	4,433.92
07/07		DEPOSIT	3,890.00
07/12		DEPOSIT	483.21
07/20		DEPOSIT	75,000.00
07/21		DEPOSIT	15,000.00
07/21		DEPOSIT	2,164.05
07/21		DEPOSIT	145.97
07/30		DEPOSIT	3,800.00

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/02		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4072 CK	5,600.00
07/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT	18,799.20



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FROM 07/01/10 THRU 07/31/1

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/20		ACH-DR ELECTRONIC TRANSFER PPD TRACE : HEALTHY RESOURCE PAYMENT 4078	1,100.00
07/21		INET TRANSFER TO ACCOUNT	8,942.18
07/21		INET TRANSFER TO ACCOUNT (	4,467.63
07/21		INET TRANSFER TO ACCOUNT (	1,870.09
07/30		ACH-DR ELECTRONIC TRANSFER PPD TRACE 8 HEALTHY RESOURCE PAYMENT	1,100.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/02	4,261.97	07/06	4,361.97	07/07	47,275.89
07/09	28,476.69	07/12	28,959.90	07/20	102,859.90
07/21	104,890.02	07/30	107,590.02		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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CUSTOMER NO. PAGE
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NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 30,547.51
 NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/10		DEPOSIT	5,400.00
08/10		DEPOSIT	2,940.58
08/10		DEPOSIT	875.00
08/10		DEPOSIT	100.00
08/17		DEPOSIT	13,000.00
08/17		DEPOSIT	5,850.00
08/17		DEPOSIT	483.21
08/17		INET TRANSFER FROM ACCOUNT	3,000.00
08/18		DEPOSIT	10,152.48
08/19		SC REFUND-RET CHK	30.00
08/19		DEPOSIT	11,500.00
08/20		DEPOSIT	50,000.00
08/20		DEPOSIT	15,000.00
08/23		ACH-CR DIRECT DEPOSIT PPD TRACE 00 HEALTHY RESOURCE PAYMENT 4093 TOTAL PAYROLL DEPOSIT	33,000.00
08/26		DEPOSIT	2,205.44
08/26		DEPOSIT	101.08
08/26		DEPOSIT	9.35
08/30		DEPOSIT	34,590.00
08/30		DEPOSIT	7,918.00
08/30		DEPOSIT	5,432.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
08/18		13,000.00	08/20	1140*	11,965.70
08/16	1124	75.00	08/16	1141	1,000.00
08/02	1125	3,990.00			



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FROM 08/01/10 THRU 08/31/10 3

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
08/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE : HEALTHY RESOURCE PAYMENT 4081 TOTAL PAYROLL DEPOSIT	81,250.00
08/18		INSUFF. FUNDS CHG ACH DEBIT	30.00
08/19		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4091 TOTAL PAYROLL DEPOSIT	61,300.00
08/23		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4096	700.00
08/26		ACH-DR ELECTRONIC TRANSFER PPD TRACE : HEALTHY RESOURCE PAYMENT 4095	80,000.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/02	103,600.02	08/03	22,350.02	08/10	31,665.60
08/16	30,590.60	08/17	52,923.81	08/18	50,046.29
08/19	276.29	08/20	53,310.59	08/23	85,610.59
08/26	7,926.46	08/30	55,866.46		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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CUSTOMER NO. PAGE
FROM 09/01/10 THRU 09/30/1 2

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.
PREVIOUS BALANCE AS OF 08/31/10 55,866.46
TOTAL OF 6 DEPOSITS AND OTHER CREDITS 253,401.05
TOTAL OF 7 DEBITS AND WITHDRAWALS 229,095.00
ENDING BALANCE AS OF 09/30/10 80,172.51

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 47,941.00
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include deposits on 09/02, 09/09, 09/14, 09/20, 09/20, and 09/28.

-----CHECKS-----

Table with columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Row includes a check on 09/20 for amount 10,000.00.

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Row includes an INET TRANSFER TO ACCOUNT on 09/01 for amount 900.00.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
FROM 09/01/10 THRU 09/30/1 3

NUMBER OF ITEMS ENCLOSED:

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
09/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE 7 HEALTHY RESOURCE PAYMENT 4097	90,000.00
09/10		ACH-DR ELECTRONIC TRANSFER PPD TRACE 7 HEALTHY RESOURCE PAYMENT 4100	21,250.00
09/10		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4102	20,000.00
09/15		TOTAL PAYROLL DEPOSIT ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4109	71,735.00
09/28		TOTAL PAYROLL DEPOSIT INET TRANSFER TO ACCOUNT	15,210.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/01	54,966.46	09/02	154,966.46	09/03	64,966.46
09/09	65,449.67	09/10	24,199.67	09/14	84,199.67
09/15	12,464.67	09/20	49,882.51	09/28	80,172.51

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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279

823

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
FROM 10/01/10 THRU 10/31/10 2

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/13		INET TRANSFER FROM ACCOUNT 0181141301	90,000.00
10/25		DEPOSIT	4,180.00
10/25		DEPOSIT	2,700.00
10/26		DEPOSIT	93,099.59
10/26		DEPOSIT	54,000.00
10/29		ACH-CR DIRECT DEPOSIT POP TRACE 0 HEALTHY RESOURCE PAYMENT CHECK NO. 000004325 HOUS TX	5,000.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
10/28		13,500.00	10/22	1149*	10,000.00
10/04	1143	2,778.00	10/21	1150	1,000.00

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/01		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1: HEALTHY RESOURCE PAYMENT 4301	75,356.56
10/07		TOTAL PAYROLL DEPOSIT INET TRANSFER TO ACCOUNT	200.00
10/14		INET TRANSFER TO ACCOUNT (	9,442.18
10/15		ACH-DR ELECTRONIC TRANSFER PPD TRACE 6 HEALTHY RESOURCE PAYMENT 4038 TOTAL PAYROLL DEPOSIT	68,500.00



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HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
 FROM 10/01/10 THRU 10/31/10 3

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
10/20		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4312	4,250.00
10/22		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4314	11,200.00
10/25		INET TRANSFER TO ACCOUNT	1,870.09
10/25		INET TRANSFER TO ACCOUNT	15.92
10/27		INET TRANSFER TO ACCOUNT	14,700.00
10/27		INET TRANSFER TO ACCOUNT	7,942.18
10/27		INET TRANSFER TO ACCOUNT	2,467.63
10/27		INET TRANSFER TO ACCOUNT	870.09
10/27		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4321	74,720.00
10/28		TOTAL PAYROLL DEPOSIT ACH-DR ELECTRONIC TRANSFER POP TRACE HEALTHY RESOURCE PAYMENT CHECK NO. 000004323 HOUS TX	18,600.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	4,815.95	10/04	4,837.95	10/07	4,637.95
10/13	140,596.82	10/14	131,154.64	10/15	62,654.64
10/20	58,404.64	10/21	57,404.64	10/22	36,204.64



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HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
FROM 10/01/10 THRU 10/31/1 4

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

----- DAILY BALANCE-----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/25	41,198.63	10/26	188,298.22	10/27	87,598.32
10/28	55,498.32	10/29	60,498.32		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
FROM 11/01/10 THRU 11/30/1 2

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 10/31/10	60,498.32
TOTAL OF 10 DEPOSITS AND OTHER CREDITS	115,007.76
TOTAL OF 6 DEBITS AND WITHDRAWALS	153,205.40
ENDING BALANCE AS OF 11/30/10	22,300.68

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	27,581.64
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/08		DEPOSIT	875.00
11/12		INET TRANSFER FROM ACCOUNT	19,000.00
11/12		INET TRANSFER FROM ACCOUNT	6,000.00
11/18		DEPOSIT	5,086.93
11/18		DEPOSIT	2,940.58
11/18		DEPOSIT	483.21
11/23		DEPOSIT	32,000.00
11/23		DEPOSIT	2,700.00
11/23		DEPOSIT	1,247.04
11/23		INET TRANSFER FROM ACCOUNT	44,675.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
11/29	1151	5,599.42			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
11/04		INET TRANSFER TO	7,935.26



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
3
FROM 11/01/10 THRU 11/30/1

NUMBER OF ITEMS ENCLOSED:

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
11/05		ACCOUNT ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT 4327	5,305.09
11/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT 4330	2,700.00
11/12		ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT 4333	69,776.63
11/24		TOTAL PAYROLL DEPOSIT ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT	61,889.00
		TOTAL PAYROLL DEPOSIT	

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
11/04	52,563.06	11/05	47,257.97	11/08	48,132.97
11/09	45,432.97	11/12	656.34	11/18	9,167.06
11/23	89,789.10	11/24	27,900.10	11/29	22,300.68

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



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HEALTHY RESOURCES ENTERPRISE INC BW
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CUSTOMER NO. PAGE
3
FROM 12/01/10 THRU 12/31/1

NUMBER OF ITEMS ENCLOSED: 4

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 11/30/10	22,300.68
TOTAL OF 13 DEPOSITS AND OTHER CREDITS	163,593.98
TOTAL OF 13 DEBITS AND WITHDRAWALS	125,905.05
ENDING BALANCE AS OF 12/31/10	59,989.61

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	22,023.35
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/07		DEPOSIT	5,820.58
12/16		DEPOSIT	19,211.67
12/21		DEPOSIT	44,000.00
12/21		DEPOSIT	483.21
12/22		DEPOSIT	4,650.68
12/22		DEPOSIT	794.82
12/22		DEPOSIT	138.56
12/23		DEPOSIT	48,162.19
12/23		DEPOSIT	20,831.46
12/23		DEPOSIT	8,451.21
12/28		DEPOSIT	1,750.00
12/31		DEPOSIT	5,000.00
12/31		DEPOSIT	4,299.60

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
12/07	1152	600.00	12/24	1155	2,050.73
12/24	1154*	54,552.91			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
------	--------	-------------	--------



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CUSTOMER NO. PAGE
 FROM 12/01/10 THRU 12/31/1 4

NUMBER OF ITEMS ENCLOSED: 4

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
12/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE HEALTHY RESOURCE PAYMENT 4339	4,831.94
12/07		INET TRANSFER TO ACCOUNT	14,000.00
12/14		INET TRANSFER TO ACCOUNT	7,942.18
12/27		INET TRANSFER TO ACCOUNT	6,000.00
12/27		INET TRANSFER TO ACCOUNT	3,410.55
12/28		INET TRANSFER TO ACCOUNT	16,702.14
12/28		INET TRANSFER TO ACCOUNT	1,500.00
12/28		ACH-DR ELECTRONIC TRANSFER POP TRACE HEALTHY RESOURCE PAYMENT CHECK NO. 000004347 HOUS TX	9,299.60
12/31		OUTGOING WIRE TRANSFER	5,000.00
12/31		WIRE FEE - OUTGOING	15.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
12/03	17,468.74	12/07	8,689.32	12/14	747.14
12/16	19,958.81	12/21	64,442.02	12/22	70,026.08
12/23	147,470.94	12/24	90,867.30	12/27	81,456.75
12/28	55,705.01	12/31	59,989.61		



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CUSTOMER NO. PAGE

FROM 12/01/10 THRU 12/31/1 5

NUMBER OF ITEMS ENCLOSED: 4

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
FROM 01/01/11 THRU 01/31/11 2

NUMBER OF ITEMS ENCLOSED: 7

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
01/20		INET TRANSFER TO ACCOUNT	2,398.89
01/21		ACH-DR ELECTRONIC TRANSFER CCD TRACE } WILLIAMSSCOTSMAN ONLINE PAY	444.70

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/03	57,497.32	01/04	55,297.32	01/05	54,402.94
01/06	44,402.94	01/10	35,960.76	01/14	35,935.76
01/18	35,795.80	01/20	33,396.91	01/21	32,952.21
01/24	32,802.46	01/25	21,640.81	01/27	50,140.81
01/28	49,174.74	01/31	48,217.50		

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 12/31/10	59,989.61
TOTAL OF 10 DEPOSITS AND OTHER CREDITS	391,635.23
TOTAL OF 63 DEBITS AND WITHDRAWALS	242,468.12
ENDING BALANCE AS OF 01/31/11	209,156.72

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	86,771.52
NUMBER OF DAYS THIS STATEMENT	31



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
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FROM 01/01/11 THRU 01/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/06		INET TRANSFER FROM ACCOUNT C	10,000.00
01/07		ACH-CR DIRECT DEPOSIT POP TRACE (HEALTHY RESOURCE PAYMENT CHECK NO. 000004348 HOUS TX	5,000.00
01/07		ACH-CR DIRECT DEPOSIT POP TRACE (HEALTHY RESOURCE PAYMENT CHECK NO. 000004349 HOUS TX	4,299.60
01/10		DEPOSIT	40,000.00
01/10		DEPOSIT	2,940.58
01/10		DEPOSIT	1,750.00
01/10		DEPOSIT	475.30
01/10		DEPOSIT	169.75
01/21		DEPOSIT	192,000.00
01/31		DEPOSIT	135,000.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
01/19	1153	2,604.99	01/25	20014	128.52
01/07	1156*	55,168.23	01/24	20015	378.34
01/07	1157	1,528.78	01/24	20016	958.40
01/12	1158	5,867.34	01/26	20017	222.67
01/21	1159	200.00	01/24	20019*	189.06
01/31	1160	2,000.00	01/25	20020	1,204.77
01/24	2003*	1,400.00	01/25	20021	84.16
01/12	20000*	715.10	01/25	20022	644.96
01/18	20002*	2,412.08	01/24	20023	496.71
01/19	20003	5,390.00	01/28	20024	600.00
01/25	20005*	240.35	01/31	20025	659.03
01/24	20006	143.00	01/25	20026	330.42
01/25	20007	1,132.39	01/21	20027	9,338.62
01/26	20008	160.00	01/28	20029*	4,324.88
01/21	20009	958.02	01/25	20030	496.75
01/21	20010	135.31	01/26	20031	596.98
01/24	20011	694.64	01/25	20032	5,879.39
01/25	20012	17.15	01/25	20033	106.61
01/21	20013	109.11	01/24	20034	289.16



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CUSTOMER NO. PAGE
4
FROM 01/01/11 THRU 01/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
01/24	20035	79.95	01/26	20043	750.00
01/24	20036	694.10	01/25	20044	1,204.56
01/24	20037	141.16	01/25	20047*	1,370.00
01/24	20038	100.00	01/19	20048	6,000.00
01/26	20040*	643.72	01/20	20049	1,922.00
01/24	20041	3,550.27	01/31	20051*	30,000.00
01/25	20042	1,352.65			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/05		ACH-DR ELECTRONIC TRANSFER CCD TRACE : FOR BUSINESS BUS PROD	396.85
01/06		ACH-DR ELECTRONIC TRANSFER POP TRACE 6 HEALTHY RESOURCE PAYMENT CHECK NO. 000004347 HOUS TX	9,299.60
01/11		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT	3,684.72
01/19		INET TRANSFER TO ACCOUNT	1,000.00
01/21		ACH-DR ELECTRONIC TRANSFER PPD TRACE 1 HEALTHY RESOURCE PAYMENT 4358	700.00
01/24		INET TRANSFER TO ACCOUNT	700.00
01/26		ACH-DR ELECTRONIC TRANSFER WEB TRACE) HSBC CARD SRVCS ONLINE PMT (5,000.00
01/27		INET TRANSFER TO ACCOUNT	32,775.00



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CUSTOMER NO. PAGE
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FROM 01/01/11 THRU 01/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
01/27		INET TRANSFER TO ACCOUNT	28,500.00
01/28		STOP PAYMENT CHG	25.00
01/28		INET TRANSFER TO ACCOUNT	2,000.00
01/28		ACH-DR ELECTRONIC TRANSFER PPD TRACE } HEALTHY RESOURCE PAYMENT 4363	2,772.62

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
01/05	59,592.76	01/06	60,293.16	01/07	12,895.75
01/10	58,231.38	01/11	54,546.66	01/12	47,964.22
01/18	45,552.14	01/19	30,557.15	01/20	28,635.15
01/21	209,194.09	01/24	199,379.30	01/25	185,186.62
01/26	177,813.25	01/27	116,538.25	01/28	106,815.75
01/31	209,156.72				

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES OVER \$100,000.



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CUSTOMER NO. PAGE
2
FROM 02/01/11 THRU 02/28/11

NUMBER OF ITEMS ENCLOSED: 3

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
02/25		ACCOUNT (-----) RETURNED ITEM FEE CHECK NO. 003052	30.00
02/28		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF: ACCT MAINTENANCE	10.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/02	45,670.52	02/03	45,160.66	02/04	42,627.83
02/08	40,502.83	02/09	39,002.83	02/14	34,478.80
02/15	14,448.45	02/16	598.45	02/25	568.45
02/28	785.37-				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO. -----

PREVIOUS BALANCE AS OF 01/31/11	209,156.72
TOTAL OF 7 DEPOSITS AND OTHER CREDITS	255,158.21
TOTAL OF 34 DEBITS AND WITHDRAWALS	316,015.24
ENDING BALANCE AS OF 02/28/11	148,299.69

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	54,087.69
NUMBER OF DAYS THIS STATEMENT	28



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530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
3
FROM 02/01/11 THRU 02/28/11

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/08		DEPOSIT	875.00
02/16		DEPOSIT	45,000.00
02/16		INET TRANSFER FROM ACCOUNT	5,000.00
02/16		INET TRANSFER FROM ACCOUNT	1,100.00
02/18		DEPOSIT	200,000.00
02/22		DEPOSIT	483.21
02/24		DEPOSIT	2,700.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
02/02	1161	135,000.00	02/25	20059	100.00
02/08	20004*	175.64	02/18	20060	362.25
02/04	20018*	114.00	02/28	20061	5,000.00
02/24	20028*	400.00	02/23	20062	700.00
02/22	20050*	200.00	02/22	20063	5,000.00
02/25	20052*	1,400.00	02/23	20065*	10,000.00
02/04	20053	64,600.00	02/25	20067*	81.16
02/04	20054	700.13	02/24	20070*	1,000.00
02/09	20055	1,473.15	02/28	20071	3,705.00
02/08	20056	1,960.00	02/28	20072	4,109.00
02/17	20057	38.00	02/28	20073	1,737.87
02/17	20058	38.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
02/01		ACH-DR ELECTRONIC TRANSFER CTX TRACE I UNITED HEALTHCAR EDI PAYMTS	7,069.76
02/08		RETURNED ITEM FEE CHECK NO. 020055	30.00
02/17		INET TRANSFER TO	47,000.00



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 FROM 02/01/11 THRU 02/28/11 4

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
02/18		ACCOUNT (INET TRANSFER TO ACCOUNT (	1,398.89
02/22		INET TRANSFER TO ACCOUNT (	8,192.18
02/22		INET TRANSFER TO ACCOUNT (	2,591.01
02/22		INET TRANSFER TO ACCOUNT (	1,500.00
02/25		INET TRANSFER TO ACCOUNT (	7,942.18
02/25		INET TRANSFER TO ACCOUNT (	1,800.00
02/28		ACH-DR ELECTRONIC TRANSFER TEL TRACE : AT&T PAYMENT	398.27
02/28		ACH-DR ELECTRONIC TRANSFER PPD TRACE 004)1 HR LEASING, LLC. PAYMENTS TRANSFER FOR ACQUIO LOAN	198.75

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
02/01	202,086.96	02/02	67,086.96	02/04	1,672.83
02/08	382.19	02/09	1,090.96-	02/16	50,009.04
02/17	2,933.04	02/18	201,171.90	02/22	184,171.92
02/23	173,471.92	02/24	174,771.92	02/25	163,448.58
02/28	148,299.69				



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 02/01/11 THRU 02/28/1 5

NUMBER OF ITEMS ENCLOSED: 3

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 03/01/11 THRU 03/31/11 2

NUMBER OF ITEMS ENCLOSED: 7

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/31		INET TRANSFER TO ACCOUNT (	3,985.78
03/31		ACTIVITY S/C	10.00
		ACTIVITY S/C CONSISTS OF:	
		ACCT MAINTENANCE	10.00

----- DAILY BALANCE -----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/04	815.37-	03/07	170,713.77	03/08	30,035.97
03/10	19,176.24	03/11	11,080.17	03/14	2,294.60
03/15	179.63	03/16	845.37-	03/25	49,600.00
03/31	45,604.22				

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 02/28/11	148,299.69
TOTAL OF 18 DEPOSITS AND OTHER CREDITS	355,755.28
TOTAL OF 86 DEBITS AND WITHDRAWALS	468,609.95
ENDING BALANCE AS OF 03/31/11	35,445.02

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	54,966.09
NUMBER OF DAYS THIS STATEMENT	31



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HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 03/01/11 THRU 03/31/11 3

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/02		DEPOSIT	230,313.38
03/10		ACH-CR DIRECT DEPOSIT POP	8,599.20
		TRACE HEALTHY RESOURCE PAYMENT	
		CHECK NO. 000004451 HOUS TX	
03/11		INET TRANSFER FROM ACCOUNT	2,000.00
03/15		SC REFUND-RET CHK	30.00
03/15		SC REFUND-RET CHK	30.00
03/15		SC REFUND-RET CHK	30.00
03/15		SC REFUND-RET CHK	30.00
03/15		SC REFUND-RET CHK	30.00
03/15		SC REFUND-RET CHK	30.00
03/15		DEPOSIT	5,400.00
03/16		SC REFUND-RET CHK	30.00
03/16		SC REFUND-RET CHK	30.00
03/17		DEPOSIT	5,204.52
03/21		DEPOSIT	483.21
03/24		DEPOSIT	89,935.00
03/24		DEPOSIT	3,449.97
03/29		DEPOSIT	3,705.00
03/31		DEPOSIT	6,425.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
03/01	20064	910.00	03/15	20084	143.00
03/09	20074*	3,000.00	03/10	20085	136.57
03/04	20075	586.50	03/09	20086	440.50
03/03	20077*	1,000.00	03/11	20087	147.65
03/03	20078	7,000.00	03/15	20088	217.22
03/09	20083*	1,233.98	03/07	20089	3,343.31



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
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FROM 03/01/11 THRU 03/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

Table with 6 columns: DATE, NUMBER, AMOUNT, DATE, NUMBER, AMOUNT. Lists check transactions from 03/09 to 03/31.

-----OTHER ITEMS-CHARGES-----

Table with 4 columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Lists other items and charges including INET TRANSFER TO ACCOUNT and ACH-DR ELECTRONIC TRANSFER CTX.



HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 03/01/11 THRU 03/31/11 5

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE OFFICE DEPOT PAYMENT	1,600.66
03/04		INET TRANSFER TO ACCOUNT	62,056.75
03/04		ACH-DR ELECTRONIC TRANSFER CCD TRACE 3 PURPWR SPEEDPAY SPEEDPAY PURCHASE POWER	418.49
03/04		ACH-DR ELECTRONIC TRANSFER CCD TRACE 1 PBGFS SPEED PAY SPEEDPAY PITNEY BOWES CC	321.16
03/04		ACH-DR ELECTRONIC TRANSFER CCD TRACE PURPWR SPEEDPAY SPEEDPAYFE PURPWR FEES	5.00
03/07		INET TRANSFER TO ACCOUNT	200,814.09
03/09		ACH-DR ELECTRONIC TRANSFER PPD TRACE 2 HR LEASING, LLC. PAYMENTS 006	2,772.62
03/09		ACH-DR ELECTRONIC TRANSFER CCD TRACE WEX FSC PAYMENT CK	1,371.00
03/09		ACH-DR ELECTRONIC TRANSFER CCD TRACE WEX FSC CONVEN FEE	15.00
03/10		INET TRANSFER TO ACCOUNT (4,956.24



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
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FROM 03/01/11 THRU 03/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
03/10		ACH-DR ELECTRONIC TRANSFER POP TRACE 1: HEALTHY RESOURCE PAYMENT CHECK NO. 000004450 HOUS TX	8,599.20
03/10		ACH-DR ELECTRONIC TRANSFER PPD TRACE 2 HR LEASING, LLC. PAYMENTS 008 TRANSFER FOR ACQUI-CO LOAN	1,772.41
03/11		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 010 PAYMENT TO EAS DEVELOPMENT	8,599.20
03/14		RETURNED ITEM FEE CHECK NO. 020097	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020117	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020095	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020110	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020088	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020104	30.00
03/14		RETURNED ITEM FEE CHECK NO. 020094	30.00
03/15		RETURNED ITEM FEE CHECK NO. 020132	30.00
03/15		RETURNED ITEM FEE CHECK NO. 020131	30.00



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
7
FROM 03/01/11 THRU 03/31/11

NUMBER OF ITEMS ENCLOSED: 7

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
03/15		RETURNED ITEM FEE CHECK NO. 020093	30.00
03/16		RETURNED ITEM FEE	30.00
03/17		MISCELLANEOUS DEBIT	3,335.00
03/25		INET TRANSFER TO ACCOUNT	50,445.37
03/25		INET TRANSFER TO ACCOUNT	7,942.18

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
03/01	125,687.69	03/02	345,255.72	03/03	334,280.06
03/04	265,362.54	03/07	43,774.85	03/08	39,964.66
03/09	28,124.29	03/10	16,155.85	03/11	304.73
03/14	94.73	03/15	64.17	03/16	1,869.52-
03/17	.00	03/21	133.02	03/24	93,448.01
03/25	35,060.46	03/29	33,666.02	03/30	31,185.52
03/31	35,445.02				

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 04/01/11 THRU 04/30/1 4

NUMBER OF ITEMS ENCLOSED: 9

TX COMMERCIAL CKG-02 ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/01		INET TRANSFER FROM ACCOUNT	26,262.89
04/08		DEPOSIT	200,000.00
04/12		DEPOSIT	3,000.00
04/12		DEPOSIT	819.87
04/13		DEPOSIT	645,369.47
04/18		DEPOSIT	483.21
04/27		ACH-CR DIRECT DEPOSIT CCD TRACE JPMORGAN CHASE AUTH CRDT APR 27	.17
04/27		ACH-CR DIRECT DEPOSIT CCD TRACE JPMORGAN CHASE AUTH CRDT APR 27	.01

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/22		3,335.00	04/21	20163	373.80
04/21	2173	7,107.84	04/15	20164	1,500.00
04/08	20082*	958.69	04/21	20166*	104.76
04/01	20140*	61,334.61	04/19	20167	189.44
04/01	20141	373.30	04/21	20168	36.25
04/08	20143*	97.37	04/15	20169	1,659.00
04/20	20145*	3,170.74	04/19	20170	2,053.52
04/12	20146	4,682.60	04/20	20171	308.27
04/12	20148*	406.20	04/15	20172	58.81
04/14	20149	526.27	04/19	20175*	114.00
04/14	20150	500.00	04/15	20176	2,159.50
04/12	20151	21,702.00	04/19	20177	2,082.64
04/22	20152	958.69	04/19	20178	1,204.77
04/19	20153	300.00	04/21	20179	102.74
04/20	20154	57.90	04/20	20180	4,767.72
04/20	20155	543.36	04/20	20181	623.42
04/15	20157*	572.00	04/20	20182	254.40
04/20	20160*	143.85	04/21	20183	200.00
04/20	20161	454.95	04/19	20184	650.00
04/21	20162	388.75	04/15	20186*	4,257.12



HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
 5
 FROM 04/01/11 THRU 04/30/1

NUMBER OF ITEMS ENCLOSED: 9

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
04/21	20188*	2,293.05	04/21	20202	2,920.48
04/19	20189	1,112.29	04/20	20203	144.46
04/19	20190	1,357.11	04/19	20205*	5,321.39
04/19	20191	5,000.00	04/15	20206	198.80
04/20	20192	38.80	04/20	20207	363.33
04/21	20193	965.43	04/20	20208	8,000.00
04/20	20194	252.86	04/20	20209	303.15
04/19	20195	64.95	04/14	20210	53,543.29
04/20	20196	137.88	04/14	20211	373.30
04/19	20197	36.39	04/15	20213*	737.50
04/15	20198	205.10	04/26	20214	416.00
04/20	20199	975.19	04/21	20217*	1,629.16
04/21	20200	210.00	04/22	20218	2,564.77
04/15	20201	5,000.00	04/25	20220*	1,072.64

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/08		INET TRANSFER TO ACCOUNT	49,598.00
04/08		INET TRANSFER TO ACCOUNT	4,369.98
04/11		ACH-DR ELECTRONIC TRANSFER WEB TRACE HSBC CARD SRVCS ONLINE PMT	8,172.31
04/11		ACH-DR ELECTRONIC TRANSFER CCD TRACE FEDERAL EXPRESS DEBIT	973.07
04/11		ACH-DR ELECTRONIC TRANSFER PPD TRACE 4 HR LEASING, LLC. PAYMENTS 018	912.09
04/13		TRANSFER FOR ACQUI-CO LOAN INET TRANSFER TO ACCOUNT	7,942.18
04/14		INET TRANSFER TO	1,500.00



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HEALTHY RESOURCES ENTERPRISE INC BW
 530 NORTH SAM HOUSTON PARKWAY
 SUITE 300
 HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
 FROM 04/01/11 THRU 04/30/11 6

NUMBER OF ITEMS ENCLOSED: 9

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

DATE	NUMBER	DESCRIPTION	AMOUNT
-----OTHER ITEMS-CHARGES-----			
04/15		ACCOUNT STOP PAYMENT CHG	25.00
04/15		INET TRANSFER TO ACCOUNT	3,785.00
04/15		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 020	8,599.20
04/15		PAYMENT TO EAS DEVELOPMENT ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 022	2,500.00
04/18		TRANSFER TO EB ACCOUNT MISCELLANEOUS DEBIT	578,205.81
04/20		ACH-DR ELECTRONIC TRANSFER CCD TRACE	240.00
04/22		INET TRANSFER TO ACCOUNT	8,300.00
04/22		INET TRANSFER TO ACCOUNT	1,000.00
04/25		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 027	3,200.00
04/25		TRANSFER TO ACCOUNTS ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 024	2,000.00
04/26		TRANSFER TO EB ACCOUNT ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. PAYMENTS 029	1,100.00
		TRANSFER TO JS	



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
7
FROM 04/01/11 THRU 04/30/11

NUMBER OF ITEMS ENCLOSED: 9

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
04/27		ACH-DR ELECTRONIC TRANSFER CCD TRACE : JPMORGAN CHASE AUTH DEBIT APR 27	.18

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/01	.00	04/08	144,975.96	04/11	134,918.49
04/12	111,947.56	04/13	749,374.85	04/14	692,931.99
04/15	661,674.96	04/18	83,952.36	04/19	64,465.86
04/20	43,685.58	04/21	27,353.32	04/22	11,194.86
04/25	4,922.22	04/26	3,406.22		

EFFECTIVE FEBRUARY 16, 2009, THE RATES ON ALL SAVINGS ACCOUNTS
WILL BE .50% FOR BALANCES BELOW \$100,000 AND 1.00% FOR BALANCES
OVER \$100,000.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
----- 2
FROM 05/01/11 THRU 05/31/11

NUMBER OF ITEMS ENCLOSED: 2

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 04/30/11 3,406.22
TOTAL OF 13 DEPOSITS AND OTHER CREDITS 451,678.97
TOTAL OF 24 DEBITS AND WITHDRAWALS 394,425.84
ENDING BALANCE AS OF 05/31/11 60,659.35

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 13,843.21
NUMBER OF DAYS THIS STATEMENT 31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/03		DEPOSIT	8,368.35
05/06		DEPOSIT	56,000.00
05/09		ACH-CR DIRECT DEPOSIT CCD	24,351.05
		TRACE DISD PAEFT05051	
		80887	
05/10		DEPOSIT	10,000.00
05/13		DEPOSIT	55,887.10
05/16		ACH-CR DIRECT DEPOSIT CCD	144,037.05
		TRACE DISD PAEFT05121	
		81332	
05/16		DEPOSIT	82,344.02
05/16		DEPOSIT	8,821.74
05/17		DEPOSIT	483.21
05/27		DEPOSIT	17,502.00
05/27		DEPOSIT	180.14
05/31		DEPOSIT	37,088.00
05/31		DEPOSIT	6,616.31

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/10		34,923.88	05/16	20185*	200.00
05/04	20156	525.00	05/03	20187*	1,175.00
05/16	20165*	250.00	05/06	20216*	5,411.87



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
3
FROM 05/01/11 THRU 05/31/11

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
05/03	20224*	59,551.76	05/23	20230*	4,810.17
05/03	20225	373.30	05/24	20231	8,647.02
05/17	20227*	21,424.60	05/27	20232	26,233.92

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/02		RETURNED ITEM FEE CHECK NO. 020224	30.00
05/03		RETURNED ITEM FEE CHECK NO. 020156	30.00
05/05		RETURNED ITEM FEE CHECK NO. 020216	30.00
05/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE MAY 16 PHOENIXULA	3,335.00
05/17		INET TRANSFER TO ACCOUNT	63,891.67
05/18		ACH-DR ELECTRONIC TRANSFER PPD TRACE 040 HR LEASING, LLC. PAYMENTS	139,426.30
05/18		ACH-DR ELECTRONIC TRANSFER CCD TRACE 7 WRIGHT EXPRESS FLEET DEBI	2,140.04
05/19		ACH-DR ELECTRONIC TRANSFER PPD TRACE 042 TRANSFER TO CAPITAL ACCOUNT HR LEASING, LLC. PAYMENTS	13,244.45



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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 05/01/11 THRU 05/31/11 4

NUMBER OF ITEMS ENCLOSED: 2

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
05/19		ACH-DR ELECTRONIC TRANSFER WEB TRACE 3 HSBC CARD SRVCS ONLINE PMT	3,610.09
05/20		STOP PAYMENT CHG	25.00
05/20		STOP PAYMENT CHG	25.00
05/24		ACH-DR ELECTRONIC TRANSFER CCD TRACE) THE HARTFORD NWTBCLSCIC	5,111.77

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/02	3,376.22	05/03	49,385.49-	05/04	49,910.49-
05/05	49,940.49-	05/06	647.64	05/09	24,998.69
05/10	74.81	05/13	55,961.91	05/16	287,379.72
05/17	202,546.66	05/18	60,980.32	05/19	44,125.78
05/20	44,075.78	05/23	39,265.61	05/24	25,506.82
05/27	16,955.04	05/31	60,659.35		

EFFECTIVE JULY 21, 2011: DEPENDING ON THE TYPE OF CHECK THAT YOU DEPOSIT, FUNDS MAY NOT BE AVAILABLE UNTIL THE FIFTH BUSINESS DAY AFTER THE DAY OF YOUR DEPOSIT. THE FIRST \$200 (RATHER THAN \$100) OF YOUR DEPOSIT, HOWEVER MAY BE AVAILABLE ON THE 1ST BUSINESS DAY.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 06/01/11 THRU 06/30/1 2

NUMBER OF ITEMS ENCLOSED: 3

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Includes transactions for 06/06, 06/16, 06/28, and 06/29.

Table with columns: DATE, BALANCE, DATE, BALANCE, DATE, BALANCE. Shows daily balance changes from 06/02 to 06/29.

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 05/31/11 60,659.35
TOTAL OF 6 DEPOSITS AND OTHER CREDITS 214,009.74
TOTAL OF 27 DEBITS AND WITHDRAWALS 274,104.80
ENDING BALANCE AS OF 06/30/11 564.29



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
3
FROM 06/01/11 THRU 06/30/11

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 31,156.83
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/03		DEPOSIT	9,882.00
06/06		DEPOSIT	143,312.74
06/14		DEPOSIT	3,830.00
06/16		DEPOSIT	406.04
06/16		INET TRANSFER FROM ACCOUNT	578.96
06/29		DEPOSIT	56,000.00

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
06/10		11,087.87	06/10	20239	651.55
06/21	1123	1,424.33	06/15	20240	250.00
06/02	20233*	13,375.72	06/23	20241	1,500.00
06/07	20234	1,014.71	06/20	20242	369.90
06/09	20236*	5,000.00	06/27	20243	57,672.48
06/06	20237	1,039.94	06/24	20244	373.30
06/13	20238	10,000.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/01		ACH-DR ELECTRONIC TRANSFER PPD TRACE : HR LEASING, LLC. Payments 044	4,042.74
06/01		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. Payments 042	2,230.00



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530 NORTH SAM HOUSTON PARKWAY
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CUSTOMER NO. PAGE
4
FROM 06/01/11 THRU 06/30/11

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
06/01		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. Payments 046	1,500.00
06/02		INET TRANSFER TO ACCOUNT	14,451.36
06/03		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. Payments 044	3,500.00
06/06		Transfer to EB ACH-DR ELECTRONIC TRANSFER TEL TRACE ACHBILLPAY	5,891.53
06/08		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. Payments 048	73,690.95
06/09		Transfers INET TRANSFER TO ACCOUNT	8,192.18
06/15		ACH-DR ELECTRONIC TRANSFER PPD TRACE PHOENIXULA JUN 15	3,335.00
06/15		ACH-DR ELECTRONIC TRANSFER PPD TRACE HR LEASING, LLC. Payments 050	2,000.00
06/22		Transfer to EB INET TRANSFER TO ACCOUNT	51,211.24
06/24		RETURNED ITEM FEE CHECK NO. 020243	30.00
06/27		RETURNED ITEM FEE ACH DEBIT	30.00



64 263 719

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
5
FROM 06/01/11 THRU 06/30/1

NUMBER OF ITEMS ENCLOSED: 3

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
06/28		ACH-DR ELECTRONIC TRANSFER CCD TRACE HCTRA EFT EZTAGSTORE	240.00

-----DAILY BALANCE-----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/01	52,886.61	06/02	25,059.53	06/03	31,441.53
06/06	167,822.80	06/07	166,808.09	06/08	93,117.14
06/09	79,924.96	06/10	68,185.54	06/13	58,185.54
06/14	62,015.54	06/15	56,430.54	06/16	57,415.54
06/20	57,045.64	06/21	55,621.31	06/22	4,410.07
06/23	2,910.07	06/24	2,506.77	06/27	55,195.71-
06/28	55,435.71-	06/29	564.29		

Effective July 21,2011: Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.The first \$200(rather than \$100)of your deposit, however may be available on the 1st business day.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 07/01/11 THRU 07/31/11 2

NUMBER OF ITEMS ENCLOSED: 1

SMALL BUSINESS-01

ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

Table with columns: DATE, NUMBER, DESCRIPTION, AMOUNT. Rows include: 07/15 STOP PAYMENT CHG 25.00, 07/18 RETURNED ITEM FEE CHECK NO. 30.00, 07/29 ACTIVITY S/C 10.00. Includes sub-total for ACTIVITY S/C CONSISTS OF: ACCT MAINTENANCE 10.00.

-----DAILY BALANCE-----

Table with columns: DATE, BALANCE, DATE, BALANCE, DATE, BALANCE. Rows show balances for dates 07/01, 07/05, 07/08, 07/11, 07/12, 07/15, 07/18, 07/19, 07/29.

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 06/30/11 564.29
TOTAL OF 3 DEPOSITS AND OTHER CREDITS 1,054,113.57
TOTAL OF 12 DEBITS AND WITHDRAWALS 1,054,689.87
ENDING BALANCE AS OF 07/31/11 12.01-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 184.92-
NUMBER OF DAYS THIS STATEMENT 31



64 256 666

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
----- 3
FROM 07/01/11 THRU 07/31/11

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/19		INET TRANSFER FROM ACCOUNT	6,361.71
07/20		ACH-CR DIRECT DEPOSIT TRACE 84176	938,079.13 PAEFT07181
07/22		ACH-CR DIRECT DEPOSIT TRACE	109,672.73 PAEFT07201

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
07/13	1130	370.00	07/15	20245*	250.00
07/14	1131	1,482.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/13		RETURNED ITEM FEE CHECK NO. 001131	30.00
07/14		RETURNED ITEM FEE CHECK NO. 020245	30.00
07/15		RETURNED ITEM FEE ACH DEBIT	30.00
07/15		RETURNED ITEM FEE ACH DEBIT	30.00
07/18		ACH-DR ELECTRONIC TRANSFER WEB TRACE 3 HSBC CARD SRVCS Online Pmt	1,368.00



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 07/01/11 THRU 07/31/11 4

NUMBER OF ITEMS ENCLOSED: 1

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
07/18		ACH-DR ELECTRONIC TRANSFER PPD TRACE JUL 15	3,335.00 PHOENIXULA
07/20		INET TRANSFER TO ACCOUNT	938,079.13
07/22		INET TRANSFER TO ACCOUNT	109,672.73
07/29		ACTIVITY S/C	13.01

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/13	164.29	07/14	1,347.71-	07/15	1,657.71-
07/18	6,360.71-	07/19	1.00	07/29	12.01-

Effective July 21,2011: Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.The first \$200 (rather than \$100)of your deposit, however may be available on the 1st business day.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 08/01/11 THRU 08/31/11 2

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/11	12.01-
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	3,377.03
TOTAL OF 4 DEBITS AND WITHDRAWALS	3,407.20
ENDING BALANCE AS OF 08/31/11	42.18-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	225.60-
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/18		INET TRANSFER FROM ACCOUNT	3,377.03

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/15		RETURNED ITEM FEE ACH DEBIT	30.00
08/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE AUG 15	3,335.00 PHOENIXULA
08/31		RETURNED ITEM FEE CHECK NO. 020144	30.00



64

254

683

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 08/01/11 THRU 08/31/11 3

TX COMMERCIAL CKG-02

ACCOUNT NO. -----

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
08/31		ACTIVITY S/C	12.20

-----DAILY BALANCE-----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/15	42.01-	08/16	3,377.01-	08/18	.02
08/31	42.18-				

Effective July 21, 2011, depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. This is \$1,000 (or other limit) on your deposit; however, you may deposit a check for any amount.



64 254 682

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
2
FROM 08/01/11 THRU 08/31/11

NUMBER OF ITEMS ENCLOSED:

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02

ACCOUNT NO.

PREVIOUS BALANCE AS OF 07/31/11	12.01-
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	3,377.03
TOTAL OF 4 DEBITS AND WITHDRAWALS	3,407.20
ENDING BALANCE AS OF 08/31/11	42.18-

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	225.60-
NUMBER OF DAYS THIS STATEMENT	31

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/18		INET TRANSFER FROM ACCOUNT	3,377.03

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
08/15		RETURNED ITEM FEE ACH DEBIT	30.00
08/16		ACH-DR ELECTRONIC TRANSFER PPD TRACE ; AUG 15 PHOENIXULA	3,335.00
08/31		RETURNED ITEM FEE CHECK NO. 020144	30.00



64 254 683

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
3
FROM 08/01/11 THRU 08/31/11

NUMBER OF ITEMS ENCLOSED:

TX COMMERCIAL CKG-02 ACCOUNT NO.

-ACCOUNT TRANSACTIONS DETAIL-

-----OTHER ITEMS-CHARGES-----			
DATE	NUMBER	DESCRIPTION	AMOUNT
08/31		ACTIVITY S/C	12.20

-----DAILY BALANCE-----					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/15	42.01-	08/16	3,377.01-	08/18	.02
08/31	42.18-				

Effective July 21,2011: Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.The first \$200 (rather than \$100) of your deposit, however may be available on the 1st business day.



64 255 652

HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
2
FROM 09/01/11 THRU 09/30/11

NUMBER OF ITEMS ENCLOSED:

TX COMMERCIAL CKG-02 ACCOUNT NO.

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE 62.52-
NUMBER OF DAYS THIS STATEMENT 30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
09/09		INET TRANSFER FROM ACCOUNT	93.00
09/16		SERVICE CHARGE REVERSAL	30.00
09/23		INET TRANSFER FROM ACCOUNT	159.20

-----CHECKS-----

DATE	NUMBER	AMOUNT	DATE	NUMBER	AMOUNT
09/01	20144	50.00			

-----OTHER ITEMS-CHARGES-----

DATE	NUMBER	DESCRIPTION	AMOUNT
09/15		RETURNED ITEM FEE ACH DEBIT	30.00
09/16		ACH-DR ELECTRONIC TRANSFER CCD TRACE	160.00
		EZTAGSTORE	
09/30		ACTIVITY S/C	12.48

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/01	92.18-	09/09	.82	09/15	29.18-
09/16	159.18-	09/23	.02	09/30	12.46-



64

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HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
3
FROM 09/01/11 THRU 09/30/1

NUMBER OF ITEMS ENCLOSED:

Effective July 21,2011: Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.The first \$200 (rather than \$100)of your deposit, however may be available on the 1st business day.



HEALTHY RESOURCES ENTERPRISE INC BW
530 NORTH SAM HOUSTON PARKWAY
SUITE 300
HOUSTON TEXAS 77060

CUSTOMER NO. PAGE
FROM 10/01/11 THRU 10/30/11 1

NUMBER OF ITEMS ENCLOSED: 1

***** ACCOUNT ACTIVITY SUMMARY *****

TX COMMERCIAL CKG-02 ACCOUNT NO.

PREVIOUS BALANCE AS OF 09/30/11	12.46-
TOTAL OF 1 DEPOSITS AND OTHER CREDITS	12.46
TOTAL OF 0 DEBITS AND WITHDRAWALS	.00
ENDING BALANCE AS OF 10/30/11	.00

----- ACCOUNT DISCLOSURE -----

AVERAGE DAILY COLLECTED BALANCE	2.07-
NUMBER OF DAYS THIS STATEMENT	30

-ACCOUNT TRANSACTIONS DETAIL-

-----DEPOSITS AND OTHER CREDITS-----

DATE	NUMBER	DESCRIPTION	AMOUNT
10/06		SERVICE CHARGE REVERSAL	12.46

----- DAILY BALANCE -----

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/06	.00-				

Effective July 21,2011: Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit.The first \$200 (rather than \$100)of your deposit, however may be available on the 1st business day.

EXHIBIT 28



October 01, 2009 through October 30, 2009
 Primary Account: 000000781180534



HEALTHY RESOURCES ENTERPRISE INC

Account Number: 000000781180534



CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$11,185.97
Deposits and Additions	10	40,335.96
Checks Paid	1	- 700.00
ATM & Debit Card Withdrawals	70	- 28,249.29
Other Withdrawals, Fees & Charges	3	- 4,002.00
Ending Balance	64	\$20,570.64

Your monthly service fee was waived because you maintained an average checking balance of \$5,000 or more during the statement period.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID: 760645016	AMOUNT
10/02	Healthy Resource Payment	PPD ID: 760645016	\$10,000.00
10/09	Debit Card Rebate	10/08 Easy Savings Fuelman F Rebate NY Card 5831	0.52
10/09	Healthy Resource Payment	PPD ID: 760645016	10,000.00
10/16	Debit Card Rebate	10/14 Easy Savings Fuelman F Rebate NY Card 5831	0.48
10/15	Mastercard Easy Savings Double Fuelman Rebate Award For Card Ending IN 5831		1.83
10/16	Debit Card Rebate	10/16 Easy Savings Fuelman F Rebate NY Card 5831	0.58
10/26	Card Purchase Return	10/23 C A* Southwes 52821615518 Dallas TX Card 4099	391.70
10/26	Debit Card Rebate	10/25 Easy Savings Fuelman F Rebate NY Card 4099	0.51
10/27	Debit Card Rebate	10/26 Easy Savings Fuelman F Rebate NY Card 5831	0.34
10/30	Healthy Resource Payment	PPD ID: 760645016	20,000.00
Total Deposits and Additions			\$40,335.96

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1030 ^		10/05	\$700.00
Total Checks Paid			\$700.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chaso.com.

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION
 GROUP ID G23Sep13-922
 Sequence number Posting date Amount



October 01, 2009 through October 30, 2009
 Primary Account: 000000781180534

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/01	Card Purchase 09/29 C A* Pappas Seafood Hous Houston TX Card 5831	\$75.76
10/01	Card Purchase 09/30 C A* Wal-Mart #4298 Humble TX Card 5831	50.46
10/02	Card Purchase 10/01 C A* Dtv*Directv Har 800-347-328 CA Card 4099	236.93
10/05	Card Purchase 10/02 C A* Ruth's Chris Steak Houston TX Card 5831	4,677.75
10/05	ATM Withdrawal 10/05 5020 San Felipe Galleria TX Card 5831	800.00
10/05	Card Purchase 10/02 C A* Ihire.Com Frederick MD Card 4099	741.00
10/05	Card Purchase 10/01 C A* Private Mini Storage Humble TX Card 4099	222.00
10/05	Card Purchase 10/03 C A* Nara Thai Dining Humble TX Card 5831	75.18
10/05	Card Purchase 10/02 C A* Jimmy G's Cajun Sea Houston TX Card 5831	67.24
10/05	Card Purchase 10/02 C A* Fannin Flowers 1 Houston TX Card 5831	39.97
10/05	Card Purchase 10/02 C A* Fluth's Chris Steak Houston TX Card 5831	24.73
10/05	Card Purchase 10/03 C A* Ambassador Limo Houston TX Card 4099	540.00
10/06	Card Purchase 10/05 C A* Sullivans-Hous00085 Houston TX Card 5831	102.40
10/06	Card Purchase 10/04 C A* Shell Oil 57542 Schulenburg TX Card 5831	32.52
10/07	Card Purchase 10/05 C A* The Olive Gard00010 Houston TX Card 5831	104.34
10/08	ATM Withdrawal 10/07 9400 N Sam Houston Pkwy E Humble TX Card 5831	600.00
10/08	Card Purchase 10/08 C A* Continon 0052189767 Houston TX Card 4099	497.70
10/08	Card Purchase 10/08 C A* Continon 0052189767 Houston TX Card 4099	497.70
10/08	Card Purchase 10/08 C A* Meea Food Mart Houston TX Card 5831	52.30
10/13	Card Purchase 10/11 C A* Best Buy Mhl 00014 Cypress TX Card 4099	3,572.73
10/13	Card Purchase 10/12 C A* Hilton Hotel Austin Austin TX Card 5831	1,225.08
10/13	Card Purchase 10/10 C A* Target 00018 Cypress TX Card 4099	700.29
10/13	Card Purchase 10/12 C A* Lowes #02521* Brenham TX Card 4099	523.93
10/13	Card Purchase 10/12 C A* Hilton Hotel Austin Austin TX Card 5831	500.68
10/13	Card Purchase 10/10 C A* Grahmann's True Schulenburg TX Card 5831	177.15
10/13	Card Purchase 10/11 C A* Dave & Busters Hous Houston TX Card 5831	113.58
10/13	Card Purchase With Pin 10/11 Dtv Directv Se Segundo CA Card 4099	59.05
10/13	Card Purchase 10/09 C A* Texaco 0302298 Spring TX Card 4099	42.16
10/13	Card Purchase 10/11 C A* Shell Oil 57542 Schulenburg TX Card 5831	37.27
10/14	Card Purchase 10/12 C A* Shell Oil 575413885 Brenham TX Card 5831	48.01
10/15	Card Purchase 10/14 C A* Earth Grocery 00413 Houston TX Card 5831	58.00
10/15	Card Purchase 10/13 C A* Shell Oil 57527882 Flatonia TX Card 5831	28.37
10/16	Non-Chase ATM Withdraw 10/15 Redstone TX Wm Houston TX Card 5831	702.50
10/16	Card Purchase 10/14 C A* Drago Supply CO 04099834911 TX Card 4099	144.66
10/16	Card Purchase 10/14 C A* Pappas Seafood Hous Houston TX Card 5831	91.15
10/16	Card Purchase 10/14 C A* Cafe 101 Houston TX Card 5831	85.25
10/19	Card Purchase With Pin 10/17 Dtv Directv Se Segundo CA Card 4099	1,375.90
10/19	Card Purchase 10/16 C A* Gps Fleet Solut Wesley Chap FL Card 4099	1,241.00
10/19	Card Purchase 10/18 C A* Lowes #00750* Kingwood TX Card 5831	267.03
10/19	Card Purchase 10/17 C A* Cornfor1 Suites San Antonio TX Card 4099	125.57
10/19	Card Purchase 10/17 C A* Grahmann's True Schulenburg TX Card 5831	97.39
10/19	Card Purchase 10/17 C A* Shell Oil 57527882 Flatonia TX Card 5831	57.00
10/19	Card Purchase 10/18 C A* Panchos - Humble Humble TX Card 5831	33.94
10/20	Card Purchase 10/18 C A* Texas Childrens Ped Houston TX Card 5831	30.00
10/21	Card Purchase 10/19 C A* Jimmy G's Cajun Sea Houston TX Card 5831	57.22
10/22	Card Purchase 10/20 C A* Pappadeaux Seafood Beaumont TX Card 5831	53.95
10/23	Card Purchase 10/21 C A* Continon 0052150411 Houston TX Card 4099	592.70

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION
 GROUP ID G 23Sep13-922
 Sequence number Posting date Amount



October 01, 2009 through October 30, 2009
 Primary Account: 000000791180534

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
10/23	Card Purchase 10/21 C A* Conlinen 0052150404 Houston TX Card 4099	465.70
10/23	Card Purchase 10/21 C A* Conlinen 0052150404 Houston TX Card 4099	465.70
10/23	Card Purchase 10/21 C A* Jimmy G's Cajun Sea Houston TX Card 5831	147.21
10/23	Card Purchase 10/20 C A* Big D's Beaumont TX Card 5831	42.83
10/23	Card Purchase 10/22 C A* J2 *Efax Plus S 323-817-320 CA Card 4099	16.95
10/26	Card Purchase 10/22 C A* Lumber Liquidators Houston TX Card 4099	1,500.00
10/26	Card Purchase 10/23 C A* Conlinen 0052150501 Houston TX Card 4099	461.70
10/26	Card Purchase 10/23 C A* Southwes 526216 08004359792 TX Card 4099	331.70
10/26	Card Purchase 10/23 C A* Southwes 526216 08004359792 TX Card 4099	331.70
10/26	Card Purchase 10/22 C A* Hotra Rebill 281-8753279 TX Card 4099	80.00
10/26	Card Purchase 10/22 C A* Chili's Gri256000125 Humble TX Card 4099	57.61
10/26	Card Purchase 10/22 C A* Shell Oil 575430348Q Humble TX Card 4099	51.25
10/26	Card Purchase 10/23 C A* Shell Oil 575414318 Houston TX Card 5831	34.00
10/26	Card Purchase 10/23 C A* Shell Oil 5754353970 Humble TX Card 5831	23.86
10/28	Card Purchase 10/26 C A* Hotra Violation 281-8753279 TX Card 4099	84.00
10/28	Card Purchase 10/27 C A* Alegro New Orleans LA Card 5831	63.90
10/29	Card Purchase 10/27 C A* Dickie Brennan' New Orleans LA Card 5831	270.60
10/29	Card Purchase 10/28 C A* Roosevelt Food/ New Orleans LA Card 5831	47.99
10/29	Card Purchase 10/28 C A* Lil Dizzy's Caf New Orleans LA Card 5831	39.00
10/30	Card Purchase 10/29 C A* Hilton Garden I New Orleans LA Card 4099	158.07
10/30	Card Purchase 10/28 C A* Shell Oil 5754353970 Humble TX Card 4099	50.00
10/30	Card Purchase 10/28 C A* Pizza Inn Houston TX Card 5831	37.65
10/30	Card Purchase 10/29 C A* Hilton Garden I New Orleans LA Card 5831	10.91
Total ATM & Debit Card Withdrawals		\$28,249.29



OTHER WITHDRAWALS, FEES & CHARGES

DATE	DESCRIPTION	AMOUNT
10/16	Non-Chase ATM Fee-With	\$2.00
10/20	Withdrawal	3,000.00
10/29	Withdrawal	1,000.00
Total Other Withdrawals, Fees & Charges		\$4,002.00

REWARDS SUMMARY Continental Airlines



DATE **DESCRIPTION** **MILES**

10/30 Purchases shown above with a CA* earn 1 mile for every \$1.
 Get the most out of your Business debit card.
 Take advantage of exclusive cardmember-only offers
 and learn about many benefits available to you
 through your Chase Continental Airlines Business Debit Card -
 all located at one convenient website. Learn more at
continental.com/cardmember.

Miles from Card ending in 5831 credited OnePass # WT003339
 Continental Airline Card ending in 5831 Miles from Qualifying purchase

8,980



October 01, 2009 through October 30, 2009
 Primary Account: 000000781180534

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
10/01	\$11,059.75	10/19	9,749.69
10/02	20,823.82	10/20	8,713.69
10/05	13,478.95	10/21	8,656.47
10/06	12,802.03	10/22	8,602.52
10/07	12,697.69	10/23	4,871.43
10/08	11,049.89	10/26	2,391.82
10/09	21,050.51	10/27	2,332.18
10/13	14,098.57	10/28	2,184.26
10/14	14,050.55	10/29	827.27
10/15	13,968.50	10/30	20,570.84
10/16	12,941.52		

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	71
Deposits / Credits	5
Deposited Items	0
Transaction Total	76

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$14.00
Service Fee Credit	-\$14.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 200)	\$0.00
Total Service Fees	\$0.00



HEALTHY RESOURCES ENTERPRISE INC

Account Number: 000002916115401

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$65.00
Ending Balance	0	\$65.00
Annual Percentage Yield Earned This Period		0.00%

THIS ITEM IS PART OF A LEGAL STATEMENT RECONSTRUCTION
GROUP ID G 23Sep13-922
Sequence number Posting date Amount



October 01, 2009 through October 30, 2009
Primary Account: 000000781180534

The monthly service fee for this account was waived as an added feature of Chase BusinessClassic account.
You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase BusinessClassic account.
30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.





October 01, 2009 through October 30, 2009
Primary Account: 00000781180534

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EXHIBIT 29

1 OF 1 RECORD(S)

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Date:3/2/2015
 Report processed by:
 Weaver||

Full Name	Address	County	Phone
BOUTTE, ERIC WAYNE	3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY	HARRIS	None Listed

ADDITIONAL PERSONAL INFORMATION

SSN	DOB	Gender	LexID(sm)
467-65-XXXX	8/1972 (Age:42)		000246456200

Subject Summary**Name Variations**

- 1: BAUTTE, ERIC
- 2: BOUTLE, ERIC
- 3: BOUTTE, ERIC
- 4: BOUTTE, ERIC W
- 5: BOUTTE, ERIC WAYNE
- 6: BOUTTEY, ERIC W
- 7: BUTTEO, ERIC

SSNs Summary

No.	SSN	State Iss.	Date Iss.	Warnings
Most frequent SSN attributed to subject:				
1:	467-65-XXXX	Texas	1984	

DOBs

Reported DOBs:
 1973
 8/1972

Possible E-Mail Addresses

3210CALIWINE@GMAIL.COM
 EBOUTTE@HRE-INC.COM

Address Summary - 23 records found

No.	Address
1:	3210 AMBER FOREST DR HOUSTON, TX 77068-2005 HARRIS COUNTY
2:	PO BOX 682436 HOUSTON, TX 77268-2436 HARRIS COUNTY
3:	14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 HARRIS COUNTY

- 4: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

- 5: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
HARRIS COUNTY
Elementary or Secondary School
Social Services Facility

- 6: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
HARRIS COUNTY

- 7: 1430 HEDI OAKS LN
HUMBLE, TX 77396
HARRIS COUNTY

- 8: 1830 JEFFERSON PL NW APT 21
WASHINGTON, DC 20036-2554
D.C COUNTY

- 9: 18015 HARBOUR BRIDGE POINT DR
CYPRESS, TX 77429-5285
HARRIS COUNTY

- 10: 506 SONIAT ST
NEW ORLEANS, LA 70115-1747
ORLEANS COUNTY

- 11: 5830 MEADOWVIEW RD
BEAUMONT, TX 77708-2229
JEFFERSON COUNTY

- 12: 9009 NORTH LOOP E STE 290
HOUSTON, TX 77029-1291
HARRIS COUNTY

- 13: 5506 FLAX ST
HUMBLE, TX 77346
HARRIS COUNTY

- 14: 8900 N I H 35 APT 1145
AUSTIN, TX 78753-5255
TRAVIS COUNTY

- 15: 1514 MACCLESBY LN
CHANNELVIEW, TX 77530-2128
HARRIS COUNTY

- 16: 9815 COPPER CREEK DR APT 139
AUSTIN, TX 78729-3500
WILLIAMSON COUNTY

- 17: 2301 SEVERN AVE APT C103
METAIRIE, LA 70001-7605
JEFFERSON COUNTY

- 18: 506 SONIAT ST
METAIRIE, LA 70001
JEFFERSON COUNTY

- 19: 9815 COOPER CRK APT 139
AUSTIN, TX 78729
WILLIAMSON COUNTY
- 20: 9815 COPPER CREEK DR APT 13
AUSTIN, TX 78729-3656
WILLIAMSON COUNTY
- 21: 1435 STEVENAGE LN
CHANNELVIEW, TX 77530-2251
HARRIS COUNTY
- 22: 1615 VAN BUREN ST
BEAUMONT, TX 77701-7538
JEFFERSON COUNTY
- 23: 6808 S I H 35 APT 305
AUSTIN, TX 78745-5769
TRAVIS COUNTY

Address Details

1: 3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Address

3210 AMBER FOREST DR
HOUSTON, TX 77068-2005
HARRIS COUNTY

Dates

2/2013 - 2/2015

Phone

Census Data for Geographical Region

Median Head of Household Age: 42
Median Income: \$72,204
Median Home Value: \$194,388
Median Education: 13 years

Household Members

BOUTTE, RAQUEL
CURRY, REGINA SOPHIA

Other Associates

BROWN, JULIAN A

2: PO BOX 682436 HOUSTON, TX 77268-2436

Address

PO BOX 682436
HOUSTON, TX 77268-2436
HARRIS COUNTY

Dates

10/2012 -
2/2015

Phone

Census Data for Geographical Region

Median Head of Household Age: 29
Median Income: \$36,382
Median Home Value: \$140,451
Median Education: 12 years

Household Members

BOUTTE, ERIC T

Other Associates

None Listed

3: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

Address

14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Dates

7/1997 -
10/2014

Phone

(832)
379-3900(281)
459-1442

Census Data for Geographical Region

Median Head of Household Age: 34
 Median Income: \$129,931
 Median Home Value: \$271,532
 Median Education: 13 years

Household Members

BOUTTE, ALEC JOSHUA
 BOUTTE, ERIC T
 BOUTTE, MARY ANN
 BOUTTE, RAQUEL KING

Other Associates

None Listed

4: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

Address

5506 FLAX BOURTON ST
 HUMBLE, TX 77346-2661
 HARRIS COUNTY

Dates

7/1997 -
 10/2013

Phone

(281) 812-0845

Census Data for Geographical Region

Median Head of Household Age: 29
 Median Income: \$69,910
 Median Home Value: \$121,073
 Median Education: 13 years

Household Members

BOUTTE, ERIC T
 BOUTTE, RAQUEL KING

Other Associates

None Listed

5: 530 N SAM HOUSTON PKWY E STE 300 HOUSTON, TX 77060-4026

Address

530 N SAM HOUSTON PKWY E STE 300
 HOUSTON, TX 77060-4026
 HARRIS COUNTY

Dates

5/2007 -
 12/2012

Phone

(713) 673-8412

Census Data for Geographical Region

Median Head of Household Age: 24
 Median Income: \$25,963
 Median Home Value: \$0
 Median Education: 10 years

Household Members

BOUTTE, ALLEN JOSEPH

Other Associates

None Listed

6: 9009 NORTH LOOP E STE 158 HOUSTON, TX 77029-1244

Address

9009 NORTH LOOP E STE 158
 HOUSTON, TX 77029-1244
 HARRIS COUNTY

Dates

6/2004 - 4/2012

Phone

Census Data for Geographical Region

Median Head of Household Age: 38
 Median Income: \$44,477
 Median Home Value: \$69,592
 Median Education: 10 years

Household Members

None Listed

Other Associates

None Listed

7: 1430 HEDI OAKS LN HUMBLE, TX 77396**Address**

1430 HEDI OAKS LN
HUMBLE, TX 77396
HARRIS COUNTY

Dates

7/2011 -
11/2011

Phone**Census Data for Geographical Region**

Median Head of Household Age: 28

Median Income: \$57,143

Median Home Value: \$76,504

Median Education: 12 years

Household Members

None Listed

Other Associates

None Listed

8: 1830 JEFFERSON PL NW APT 21 WASHINGTON, DC 20036-2554**Address**

1830 JEFFERSON PL NW APT 21
WASHINGTON, DC 20036-2554
D.C COUNTY

Dates

5/2007 - 2/2009

Phone

(713) 673-8412

Census Data for Geographical Region

Median Head of Household Age: 31

Median Income: \$74,423

Median Home Value: \$481,897

Median Education: 16 years

Household Members

None Listed

Other Associates

None Listed

9: 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285**Address**

18015 HARBOUR BRIDGE POINT DR
CYPRESS, TX 77429-5285
HARRIS COUNTY

Dates

4/2006 - 7/2006

Phone**Census Data for Geographical Region**

Median Head of Household Age: 31

Median Income: \$103,172

Median Home Value: \$167,331

Median Education: 14 years

Household Members

BOUTTE, RAQUEL KING

Other Associates

KING, RICHARD

10: 506 SONIAT ST NEW ORLEANS, LA 70115-1747**Address**

506 SONIAT ST
NEW ORLEANS, LA 70115-1747
ORLEANS COUNTY

Dates

10/1989 -
8/2003

Phone

812-0845

Census Data for Geographical Region

Median Head of Household Age: 43

Median Income: \$52,813

Median Home Value: \$304,945

Median Education: 13 years

Household Members

None Listed

Other Associates

None Listed

11: 5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229**Address**5830 MEADOWVIEW RD
BEAUMONT, TX 77708-2229
JEFFERSON COUNTY**Dates**

6/2003 - 6/2003

Phone**Census Data for Geographical Region**

Median Head of Household Age: 32

Median Income: \$47,188

Median Home Value: \$76,839

Median Education: 13 years

Household Members

BOUTTE, ALCIDE D

BOUTTE, ALCIDE DEMOND

BOUTTE, MARY ANN

Other Associates

None Listed

12: 9009 NORTH LOOP E STE 290 HOUSTON, TX 77029-1291**Address**9009 NORTH LOOP E STE 290
HOUSTON, TX 77029-1291
HARRIS COUNTY**Dates**12/2001 -
12/2001**Phone**

(281) 995-3335

Census Data for Geographical Region

Median Head of Household Age: 38

Median Income: \$44,477

Median Home Value: \$69,592

Median Education: 10 years

Household Members

None Listed

Other Associates

None Listed

13: 5506 FLAX ST HUMBLE, TX 77346**Address**5506 FLAX ST
HUMBLE, TX 77346
HARRIS COUNTY**Dates**

3/1998 - 8/1999

Phone

(281) 812-0845

Household Members

None Listed

Other Associates

None Listed

14: 8900 N I H 35 APT 1145 AUSTIN, TX 78753-5255**Address****Dates****Phone**

8900 N I H 35 APT 1145
 AUSTIN, TX 78753-5255
 TRAVIS COUNTY

10/1989 - (281) 812-0845
 5/1998

Census Data for Geographical Region

Median Head of Household Age: 26
 Median Income: \$34,337
 Median Home Value: \$107,937
 Median Education: 11 years

Household Members

None Listed

Other Associates

None Listed

15: 1514 MACCLESBY LN CHANNELVIEW, TX 77530-2128

Address

1514 MACCLESBY LN
 CHANNELVIEW, TX 77530-2128
 HARRIS COUNTY

Dates **Phone**
 3/1996 - 7/1997 (281) 812-0845

Census Data for Geographical Region

Median Head of Household Age: 29
 Median Income: \$67,103
 Median Home Value: \$115,837
 Median Education: 12 years

Household Members

None Listed

Other Associates

KING, MICHAEL LEONARD

16: 9815 COPPER CREEK DR APT 139 AUSTIN, TX 78729-3500

Address

9815 COPPER CREEK DR APT 139
 AUSTIN, TX 78729-3500
 WILLIAMSON COUNTY

Dates **Phone**
 6/1995 - 1/1997

Census Data for Geographical Region

Median Head of Household Age: 33
 Median Income: \$72,436
 Median Home Value: \$166,570
 Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

17: 2301 SEVERN AVE APT C103 METAIRIE, LA 70001-7605

Address

2301 SEVERN AVE APT C103
 METAIRIE, LA 70001-7605
 JEFFERSON COUNTY

Dates **Phone**
 6/1991 -
 11/1996

Census Data for Geographical Region

Median Head of Household Age: 28
 Median Income: \$36,007
 Median Home Value: \$76,154
 Median Education: 13 years

Household Members

None Listed

Other Associates

None Listed

18: 506 SONIAT ST METAIRIE, LA 70001**Address**

506 SONIAT ST
METAIRIE, LA 70001
JEFFERSON COUNTY

Dates

10/1996 -
10/1996

Phone**Census Data for Geographical Region**

Median Head of Household Age: 45

Median Income: \$84,911

Median Home Value: \$210,837

Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

19: 9815 COOPER CRK APT 139 AUSTIN, TX 78729**Address**

9815 COOPER CRK APT 139
AUSTIN, TX 78729
WILLIAMSON COUNTY

Dates

6/1996 - 6/1996

Phone**Household Members**

None Listed

Other Associates

None Listed

20: 9815 COPPER CREEK DR APT 13 AUSTIN, TX 78729-3656**Address**

9815 COPPER CREEK DR APT 13
AUSTIN, TX 78729-3656
WILLIAMSON COUNTY

Dates

7/1995 - 1/1996

Phone**Census Data for Geographical Region**

Median Head of Household Age: 33

Median Income: \$72,436

Median Home Value: \$166,570

Median Education: 14 years

Household Members

None Listed

Other Associates

None Listed

21: 1435 STEVENAGE LN CHANNELVIEW, TX 77530-2251**Address**

1435 STEVENAGE LN
CHANNELVIEW, TX 77530-2251
HARRIS COUNTY

Dates

7/1994 - 7/1994

Phone**Census Data for Geographical Region**

Median Head of Household Age: 29

Median Income: \$67,103

Median Home Value: \$115,837

Median Education: 12 years

Household Members

None Listed

Other Associates

KING, PATRICIA A

22: 1615 VAN BUREN ST BEAUMONT, TX 77701-7538

Address

1615 VAN BUREN ST
BEAUMONT, TX 77701-7538
JEFFERSON COUNTY

Dates

1/1991 - 3/1993

Phone

Census Data for Geographical Region

Median Head of Household Age: 39

Median Income: \$25,673

Median Home Value: \$29,327

Median Education: 11 years

Household Members

BOUTTE, ALCIDE D

BOUTTE, ALCIDE DEMOND

BOUTTE, MARY ANN

Other Associates

None Listed

23: 6808 S I H 35 APT 305 AUSTIN, TX 78745-5769

Address

6808 S I H 35 APT 305
AUSTIN, TX 78745-5769
TRAVIS COUNTY

Dates

6/1991 - 6/1991

Phone

Census Data for Geographical Region

Median Head of Household Age: 27

Median Income: \$24,698

Median Home Value: \$139,063

Median Education: 12 years

Household Members

None Listed

Other Associates

None Listed

Voter Registrations - 3 records found

1: Texas Voter Registration

Registrant Information

Name: BOUTTE, ERIC WAYNE

Residential Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

SSN: 467-65-XXXX

Date of Birth: 8/1972

Gender: Male

Voter Information

Registration Date: 10/27/2000

Last Vote Date: 11/6/2012

Party Affiliation: REPUBLICAN

Active Status: ACTIVE

2: Texas Voter Registration

Registrant Information

Name: BOUTTE, ERIC WAYNE

Residential Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

SSN: 467-65-XXXX

Date of Birth: 8/1972

Gender: Male

Voter Information

Registration Date: 10/27/2000

Last Vote Date: 11/2/2010

3: Texas Voter Registration

Registrant Information

Name: BOUTTE, ERIC

Residential Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

SSN: 467-65-XXXX

Date of Birth: 8/1972

Gender: Male

Voter Information

Registration Date: 10/27/2000

Active Status: ACTIVE

Driver Licenses - 6 records found

1: Texas Driver License

Driver Information

Name: BOUTTE, ERIC WAYNE

Address: 3210 AMBER FOREST DRIVE
HOUSTON, TX 77068-2005
HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN: 467-65-XXXX

DOB: 08/1972

License Information

Issue Date: 01/03/2015

Additional Driver Information

DOB: 08/1972

History: Current

2: Texas Driver License

Driver Information

Name: BOUTTE, ERIC WAYNE

Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN: 467-65-XXXX

DOB: 08/1972

License Information

Issue Date: 06/24/1988

Additional Driver Information

DOB: 08/1972
History: Historical

3: Texas Driver License

Driver Information

Name: BOUTTE, ERIC WAYNE
Address: 5506 FLAX BOURTON ST.
HUMBLE, TX 77346-2661
HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN: 467-65-XXXX
DOB: 08/1972

Additional Driver Information

DOB: 08/1972
History: Historical

4: Texas Driver License

Driver Information

Name: BOUTTE, ERIC WAYNE
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN: 467-65-XXXX
DOB: 08/1972

License Information

License Type: ADDRESS CHANGE ONLINE

Additional Driver Information

DOB: 08/1972
History: Historical

5: Texas Driver License

Driver Information

Name: BOUTTE, ERIC WAYNE
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Data source: Governmental: TX

Personal Information

SSN: 467-65-XXXX
DOB: 08/1972

License Information

License Type: RENEWAL

Additional Driver Information

DOB: 08/1972
History: Historical

6: Texas Driver License

Driver Information

Name: BOUTTE, ERIC W
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661

HARRIS COUNTY

Data source: Non-Governmental: TX

Personal Information

SSN: 467-65-XXXX

DOB: 08/1972

Additional Driver Information

DOB: 08/1972

Real Property - 5 records found

1: Assessment Record for HARRIS County, TX

Owner Information

Name: BOUTTE ERIC W & RAQUEL K

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Property Information

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Data Source: B

Legal Information

Assessor's Parcel Number: 1167640090006

Recording Date: 07/15/1997

Assessment Information

Assessed Value: \$120000

Market Land Value: \$17325

Market Improvement Value: \$102675

Total Market Value: \$120000

2: Assessment Record for HARRIS County, TX

Owner Information

Name: BOUTTE RAQUEL

Name: BOUTTE ERIC

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Property Information

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Data Source: B

Legal Information

Assessor's Parcel Number: 1242070020008

Recording Date: 12/30/2005

Assessment Information

Assessed Value: \$730083

Market Land Value: \$116367

Market Improvement Value: \$613716

Total Market Value: \$730083

3: Deed Record for HARRIS County

Buyer Information

Name: BOUTTE, ERIC

Name: BOUTTE, RAQUEL KING

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Seller Information

Name: PETERSON HOMEBUILDERS INC

Property Information

Address: 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499

County/FIPS: HARRIS

Data Source: B

Lender Information

Name: NOVASTAR MORTGAGE INC

Legal Information

Contract Date: 12/30/2005

Recording Date: 01/05/2006

Document Type: VENDOR'S LIEN

Book/Page: 1628/2316

Mortgage Information

Loan Amount: \$780105

Loan Type: FANNIE MAE/FREDDIE MAC

Title Company: STEWART TITLE FORT BEND DIV

4: Assessment Record for HARRIS County, TX

Owner Information

Name: BOUTTE ERIC W

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Property Information

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Data Source: B

Legal Information

Assessor's Parcel Number: 18-01342.5-17.1-052.0-0/000-001 8

Recording Date: 07/15/1997

Assessment Information

Assessed Value: \$128900

Market Land Value: \$17300

Market Improvement Value: \$111600

Total Market Value: \$128900

5: Deed Record for HARRIS County

Buyer Information

Name: BOUTTE, ERIC W

Name: BOUTTE, RAQUEL T KING

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Seller Information

Name: GENERAL HOMES CORP

Property Information

Address: 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661

County/FIPS: HARRIS

Data Source: B

Lender Information

Name: PERFORMANCE MTG

Legal Information

Contract Date: 07/15/1997
Recording Date: 07/22/1997
Document Type: WARRANTY DEED
Book/Page: 51399/2341

Mortgage Information

Loan Amount: \$103081
Title Company: FIDELITY NATIONAL TITLE

Motor Vehicle Registrations - 11 records found

1: TX MVR

Registrant Information

Registrant 1

Registrant: BOUTTE, ERIC W
DOB: 8/1972
Address: 3210 AMBER FOREST DR
HOUSTON, TX 77068-2005
HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, RAQUEL K
Address: 3210 AMBER FOREST DR
HOUSTON, TX 77068-2005
HARRIS COUNTY

Registration Information

Original Registration Date: 4/25/2013
Registration Date: 4/1/2014
Registration Expiration Date: 3/31/2015

Vehicle Information

VIN: 1GNEC13ZX2R204291
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2002
Make: Chevrolet
Model: Tahoe
Series: TAHOE C1500
Body Style: 4 Dr Wagon Sport Utility
Color: Gray

Plate Information

License Plate Type: Private
Previous Plate Number: 25CYS9
Previous Plate State: TX
License Plate Number: 25CYS9
Plate State: TX

2: TX MVR

Vehicle Information

VIN: 1GNEC13ZX2R204291
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2002
Make: Chevrolet
Model: Tahoe
Series: TAHOE C1500
Body Style: 4 Dr Wagon Sport Utility
Color: Gray

Owner Information

Owner 1

Name: BOUTTE, ERIC W
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL K
DOB: 6/1971
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Lienholder Information

Lienholder 1

Name: GMAC
Address: PO BOX 8104
COCKEYSVILLE, MD 21030-8104
BALTIMORE COUNTY

Lienholder 2

Name: GMAC % PDP GROUP
Address: PO BOX 8104
COCKEYSVILLE, MD 21030-8104
BALTIMORE COUNTY

Lienholder 3

Name: GMAC PDP GROUP
Address: PO BOX 8104
COCKEYSVILLE, MD 21030-8104
BALTIMORE COUNTY

Lienholder 4

Name: PDP GROUP
Address: PO BOX 8104
COCKEYSVILLE, MD 21030-8104
BALTIMORE COUNTY

Title Information

Title Number: 10130637282153139
Title Transfer Date: 2/9/2002
Title Issue Date: 2/9/2002

3: TX MVR

Registrant Information

Registrant 1

Registrant: BOUTTE AND ASSOCIATES
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registrant 2

Registrant: BOUTTE AND ASSOCIATES
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Registrant 3

Registrant: BOUTTE, ERIC W
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registration Information

Original Registration Date: 6/1/2012

Registration Date: 6/1/2012
Registration Expiration Date: 5/31/2013

Vehicle Information

VIN: WDBNG70J46A474098
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2006
Make: Mercedes-Benz
Model: S430
Series: S430
Body Style: Sedan 4 Door
Color: Gold

Plate Information

License Plate Type: Private
Previous Plate Number: CT4M393
Previous Plate State: TX
License Plate Number: CT4M393
Plate State: TX

4: TX MVR

Registrant Information

Registrant: BOUTTE, ERIC
DOB: 8/1972
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
HARRIS COUNTY

Registration Information

Original Registration Date: 9/17/2010
Registration Date: 9/1/2011
Registration Expiration Date: 8/31/2012

Vehicle Information

VIN: 1B9J3NGT0BC624091
Class: UNKNOWN
Model Year: 2011
Body Style: FLAT-BED OR PLATFORM

Plate Information

License Plate Type: Trailer
Previous Plate Number: DPSL12
Previous Plate State: TX
License Plate Number: DPSL12
Plate State: TX

5: TX MVR

Vehicle Information

VIN: 1B9J3NGT0BC624091
Class: UNKNOWN
Model Year: 2011
Body Style: FLAT-BED OR PLATFORM

Owner Information

Name: BOUTTE, ERIC
DOB: 8/1972
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
HARRIS COUNTY

Title Information

Title Number: 15420040436103931
Title Transfer Date: 9/27/2010
Title Issue Date: 9/27/2010

6: TX MVR

Registrant Information

Registrant 1

Registrant: BOUTTE, ERIC
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, RAQUEL
DOB: 6/1971
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registration Information

Original Registration Date: 2/1/2011
Registration Date: 2/1/2011
Registration Expiration Date: 1/31/2012

Vehicle Information

VIN: 4JGBF22EX7A198551
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2007
Make: Mercedes-Benz
Model: GL320
Series: GL320 CDI
Body Style: 4 Dr Wagon Sport Utility

Plate Information

License Plate Type: Private
Previous Plate Number: BX1H648
Previous Plate State: TX
License Plate Number: WOTLSS
Plate State: TX

7: TX MVR

Vehicle Information

VIN: 4JGBF22EX7A198551
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2007
Make: Mercedes-Benz
Model: GL320
Series: GL320 CDI
Body Style: 4 Dr Wagon Sport Utility
Color: Turquoise

Owner Information

Owner 1

Name: BOUTTE, ERIC
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL
DOB: 6/1971
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Title Information

Title Number: 10131040359093712
Title Transfer Date: 7/13/2010
Title Issue Date: 7/13/2010

8: TX MVR

Registrant Information

Registrant 1

Registrant: BOUTTE, ERIC W
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, RAQUEL K
DOB: 6/1971
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Registration Information

Original Registration Date: 10/15/2008
Registration Date: 10/15/2008
Registration Expiration Date: 9/30/2009

Vehicle Information

VIN: 5TDZT34A93S161127
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2003
Make: Toyota
Model: Sequoia
Series: SEQUOIA SR5
Body Style: 4 Dr Wagon Sport Utility

Plate Information

License Plate Type: Private
Previous Plate Number: T06FGT
Previous Plate State: TX
License Plate Number: T06FGT
Plate State: TX

9: TX MVR

Vehicle Information

VIN: 5TDZT34A93S161127
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 2003
Make: Toyota
Model: Sequoia
Series: SEQUOIA SR5
Body Style: 4 Dr Wagon Sport Utility

Owner Information

Owner 1

Name: BOUTTE, ERIC
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Owner 2

Name: BOUTTE, ERIC W
DOB: 8/1972
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Owner 3

Name: BOUTTE, RAQUEL K
DOB: 6/1971
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Title Information

Title Number: 10130238438075638
Title Transfer Date: 8/29/2007
Title Issue Date: 8/29/2007

10: TX MVR

Registrant Information

Registrant 1

Registrant: BOUTTE, ERIC
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Registrant 2

Registrant: BOUTTE, ERIC W
DOB: 8/1972
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Registrant 3

Registrant: BOUTTE, RAQUEL T
DOB: 6/1971
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Registration Information

Original Registration Date: 1/14/2005
Registration Date: 1/14/2005
Registration Expiration Date: 8/31/2005

Vehicle Information

VIN: 1FMDU32X0TUC00712
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 1996
Make: Ford
Model: Explorer
Series: EXPLORER
Body Style: 4 Dr Wagon Sport Utility

Plate Information

License Plate Type: Private

Previous Plate Number: VPX81W
Previous Plate State: TX
License Plate Number: 581BGL
Plate State: TX

11: TX MVR

Vehicle Information

VIN: 1FMDU32X0TUC00712
Class: PASSENGER CAR/LIGHT TRUCK
Model Year: 1996
Make: Ford
Model: Explorer
Series: EXPLORER
Body Style: 4 Dr Wagon Sport Utility

Owner Information

Owner 1

Name: BOUTTE, ERIC W
DOB: 8/1972
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Owner 2

Name: BOUTTE, RAQUEL T
DOB: 6/1971
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
HARRIS COUNTY

Lienholder Information

Name: GLASS WITH CLASS
Address: 3435 FM 1960 RD E
HUMBLE, TX 77338-5319
HARRIS COUNTY

Title Information

Title Number: 10171737333144600
Title Transfer Date: 3/29/2002
Title Issue Date: 3/29/2002

Judgments/Liens - 2 records found

1: TX Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BOUTTE, ERIC
SSN: 467-65-XXXX
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Debtor 2

Company Name: CDA LLC
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Creditor Information

Name: EXALT REAL ESTATE GROUP LLC

Filing Information

Jurisdiction: TX
Amount: \$70,397

Filing Date: 1/16/2015
Eviction N

Filing 1

Number: 1053378
Type: CIVIL JUDGMENT
Agency: HARRIS COUNTY COURT-HOUSTON
Agency State: TX
Agency County: HARRIS

2: TX Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BOUTTE, ERIC
SSN: 467-65-XXXX
Address: 14307 HEIDI OAKS LN
HUMBLE, TX 77396-3499
HARRIS COUNTY

Debtor 2

Company Name: HRE HEALTHY RESOURCES ENTERPRISE
Address: 530 N SAM HOUSTON PKWY E
HOUSTON, TX 77060-4038
HARRIS COUNTY

Creditor Information

Name: MCCOYS BUILDING SUPPLY

Filing Information

Jurisdiction: TX
Filing Date: 3/7/2012
Eviction N
Release Date: 7/17/2014

Filing 1

Number: CV81C0035604
Type: CIVIL DISMISSAL
Agency: HARRIS JP CT 8-1 - PASADENA
Agency State: TX
Agency County: HARRIS

UCC Liens - 1 records found

1:TX UCC LIEN FILING

Debtor Information

Debtor 1

Name: BOUTTE, ERIC WAYNE
SSN: 467-65-XXXX
Address: 14307 HEIDI OAKS LN
HUMBLE, TX USA 77396-3499

Debtor 2

Name: 530 PROPERTIES, LLC
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX USA 77060-4026

Debtor 3

Name: HEALTHY RESOURCES ENTERPRISE, INC.
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX USA 77060-4026

Debtor 4

Name: KING BOUTTE, RAQUEL TRICIA
SSN: 462-65-XXXX

Address: 14307 HEIDI OAKS LN
HUMBLE, TX USA 77396-3499

Secured Party Information

Secured 1

Name: WESTERN SURETY COMPANY

Address: 101 S PHILLIPS AVE
SIOUX FALLS, SD USA 57104-6735

Secured 2

Name: WESTERN SURETY COMPANY

Address: 333 S WABASH AVE FL 41ST
CHICAGO, IL USA 60604-4107

Filing Status

Description: ACTIVE

Filing Information

Filing Jurisdiction: TEXAS

Original Filing Number: 120009138347

Original Filing Type: ORIGINAL FILING

Filing 1

Type: AMENDMENT, MASTER AMENDMENT

Pages: 4

Description: ACTIVE

Number: 1200093180

Date: 3/26/2012

Expiration Date: 3/23/2017

Filing 2

Type: MASTER RECORD (ORIGINAL FILING UCC-1)

Pages: 3

Description: ACTIVE

Number: 120009138347

Date: 3/23/2012

Expiration Date: 3/23/2017

Collateral Information

Collateral 1

Description: 03/26/2012 1200093180 - ALL OF THE DEBTORS'/INDEMNITORS' RIGHTS UNDER THE CONTRACT(S) THAT BONDS ARE ISS OF INDEMNITY DATED SEPTEMBER 14, 2010 EXECUTED BY DEBTORS' INDEMNITORS.

Collateral 2

Description: 03/23/2012 120009138347 - ALL OF THE DEBTORS'/INDEMNITORS' RIGHTS UNDER THE CONTRACT(S) THAT BONDS ARE ISS OF INDEMNITY DATED SEPTEMBER 14, 2010 EXECUTED BY DEBTORS' INDEMNITORS.

Fictitious Businesses - 8 records found

1: Fictitious Businesses

Business Information

Name: TRED SERVICES

Mailing Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Jurisdiction: TX

Type: ASSUMED NAME

Filing Number: H0072105

Filing Date: 04/26/2004

SIC: 7389

Contact Information

Name: ERIC WAYNE BOUTTE

Address: FLAX BOURT 55 ST

TX, HU 77346-2661

Contact Type: CONTACT**2: Fictitious Businesses****Business Information****Name:** BOUTTE & ASSOCIATES**Office Address:** FLAX BOURT 55 ST
TX, HU 77346-2661**Jurisdiction:** TX**Phone:** 812-0845**Type:** DBA**Filing Number:** 09591661**Filing Date:** 09/24/1999**Contact Information****Name:** ERIC WAYNE BOUTTE**Address:** FLAX BOURT 55 ST
TX, HU 77346-2661**Contact Type:** OWNER**3: Fictitious Businesses****Business Information****Name:** BOUTTE & ASSOCIATES**Office Address:** FLAX BOURT 55 ST
TX, HU 77346-2661**Jurisdiction:** TX**Type:** DBA**Filing Number:** Z0959166**Filing Date:** 09/24/1999**Contact Information****Name:** BOUTTE ERIC WAYNE**Address:** FLAX BOURT 55 ST
TX, HU 77346-2661**Contact Type:** OWNER**4: Fictitious Businesses****Business Information****Name:** HR ENGINEERING LLC**Office Address:** NORTH 90 E LO
TX, HO 77029-1253**Jurisdiction:** TX**Phone:** 726-1854**Type:** DBA**Filing Number:** 0800512311**Filing Date:** 06/27/2005**Contact Information****Name:** ERIC W. BOUTTE**Address:** NORTH 90 E LO
TX, HO 77029-1253**Contact Type:** OWNER**5: Fictitious Businesses****Business Information****Name:** TRED SERVICES**Office Address:** NORTH 90 E LO STE 158
TX, HO 77029-1244**Jurisdiction:** TX**Type:** DBA**Filing Number:** V0072105**Filing Date:** 04/26/2004

Contact Information

Owner 1

Name: BOUTTE ERIC WAYNE

Address: FLAX BOURT 55 ST
TX, HU 77346-2661

Contact Type: OWNER

Owner 2

Name: DAVID CHRISTOPHER DURR

Address: NORMONT 11 DR
TX, HO 77070-2420

Contact Type: OWNER

6: Fictitious Businesses

Business Information

Name: HEALTHY RESOURCES

Office Address: FLAX BOURT 55 ST
TX, HU 77346-2661

Jurisdiction: TX

Type: DBA

Filing Number: V0056528

Filing Date: 02/28/2000

Contact Information

Owner 1

Name: BOUTTE ERIC WAYNE

Address: FLAX BOURT 55 ST
TX, HU 77346-2661

Contact Type: OWNER

Owner 2

Name: BOUTTE RAQUEL KING

Address: FLAX BOURT 55 ST
TX, HU 77346-2661

Contact Type: OWNER

7: Fictitious Businesses

Business Information

Name: TRED SERVICES

Office Address: NORTH 90 E LO
TX, HO 77029-1253

Jurisdiction: TX

Type: DBA

Filing Number: H0072105

Filing Date: 04/26/2004

Contact Information

Name: ERIC WAYNE BOUTTE

Address: FLAX BOURT 55 ST
TX, HU 77346-2661

Contact Type: OWNER

8: Fictitious Businesses

Business Information

Name: KINGSTON A B P LLC

Office Address: NORTH 90 E LO
TX, HO 77029-1253

Jurisdiction: TX

Type: DBA

Filing Number: 0800736776

Filing Date: 11/21/2006

Contact Information

Owner 1

Name: ERIC BOUTTE

Address: NORTH 90 E LO STE 158
TX, HO 77029-1244

Contact Type: OWNER


Owner 2

Name: ALLEN BOUTTE

Contact Type: OWNER

Potential Relatives - 10 records found

1st Degree: 10

No.	Full Name	Address/Phone
1.	BOUTTE, RAQUEL KING • AKA KING, RAQUEL TRICIA • AKA BOUTTE, RAQUEL TRICIA • AKA KINGBOUTTE, RAQUEL TRICIA • AKA KING, BOUTTE RAQUEL • AKA KING BOUTTE, RAQUEL • AKA BOUTTE, RAQUEL • AKA KING-BOUTTE, RAQUEL • AKA BOUTTE, REQUEL • AKA BOUTTE, RACHAEL • AKA BAUTTE, RAQUEL T • AKA KING, RAUQUEL SSN:462-65-XXXX DOB:6/1971 (Age: 43)	5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 (281) 812-0845 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900 (713) 409-3691 32 DEVON LN AVONDALE ESTATES, GA 30002-1543 (404) 549-2895 (713) 409-3691 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 (281) 213-9433 530 N SAM HOUSTON PKWY E APT E300 HOUSTON, TX 77060-4038 (713) 673-8440
2.	BOUTTE, ERIC T • AKA BOUTTE, ERIE	PO BOX 682436 HOUSTON, TX 77268-2436 14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900 530 N SAM HOUSTON PKWY E APT E300 HOUSTON, TX 77060-4038 1430 HEIDI OAKS LN HUMBLE, TX 77396 5506 FLAX BOURTON ST HUMBLE, TX 77346-2661 (281) 812-0845
3.	BOUTTE, MARY ANN  Deceased • AKA BOOTE, MARY ANN • AKA BOUTTE, MARY A • AKA EST, MARY • AKA BOUTTE, MARY ANN • AKA BOUTTE, ANN • AKA BOUTTE, EST ANN • AKA BOUTTE, MARY ANN • AKA BOUTTE, MARY ANN • AKA KBOUTTE, EST ANN • AKA KBOUTTE, EST MARY • AKA BOUTTE, MORY A SSN:454-31-XXXX	14307 HEIDI OAKS LN HUMBLE, TX 77396-3499 (832) 379-3900 5830 MEADOWVIEW RD BEAUMONT, TX 77708-2229 (409) 892-1733 1615 VAN BUREN ST BEAUMONT, TX 77701-7538 (409) 832-8575
4.	BOUTTE, RAQUEL	3210 AMBER FOREST DR

HOUSTON, TX 77068-2005

5. BOUTTE, ALLEN JOSEPH 8135 BECKETT CREEK LN
 • AKA BOUTTE, ALLEN JOSEPH HUMBLE, TX 77396-3563
 • AKA BOUTTE, ALAN J (281) 458-2844
 • AKA BOUTTE, A
 • AKA BOUTTE, ALLEN JOSEPH 15425 NORTH FWY STE 160
 SSN:457-80-XXXX HOUSTON, TX 77090-6015
 DOB:1945
 (Age: 70) 9009 NORTH LOOP E STE 158B
 HUMBLE, TX 77346
 530 N SAM HOUSTON PKWY E STE 3
 HOUSTON, TX 77060-4038
 530 N SAM HOUSTON PKWY E STE 300
 HOUSTON, TX 77060-4026
6. BOUTTE, ALCIDE DEMOND 5830 MEADOWVIEW RD
 • AKA BOUTTE, ALCIDE D BEAUMONT, TX 77708-2229
 • AKA ALCIDE, D BOUTTE (510) 409-8527
 • AKA BOUTTE, ALEIDE JR
 • AKA BOUTTE, ALCIDE 2045 LEIPER ST
 • AKA DBOUTTE, ALCIDE BEAUMONT, TX 77701-5870
 • AKA ALCIDE, DBOUTTE (409) 832-8575
 • AKA BOUTTEW, ALCID B
 • AKA BOUTTE, ALCIDE D 1615 VAN BUREN ST
 • AKA DEMOND, ALCIDE BEAUMONT, TX 77701-7538
 • AKA ALCIDE, DEMOND (409) 832-8575
 SSN:467-65-XXXX 9494 HUMBLE WESTFIELD RD APT 1811
 DOB:8/1973 HUMBLE, TX 77338-5288
 (Age: 41) (832) 326-8919
 HUMBLE TX
 73388
7. CURRY, REGINA SOPHIA 3210 AMBER FOREST DR
 • AKA WOODLEN, REGINA S HOUSTON, TX 77068-2005
 • AKA BOUTTE, REGINA (281) 537-1220
 • AKA WOODLER, REGINA S
 • AKA CURRY, REGINA SOPHIE 2426 E 149TH AVE
 • AKA WOODLEN CURRY, RE- THORNTON, CO 80602-7365
 GINA (303) 252-1535
 SSN:568-29-XXXX 1781 JONATHAN WAY UNIT L
 DOB:8/1963 RESTON, VA 20190-3513
 (Age: 51) NONE HOUSTON TX
 HOUSTON, TX 77068
 1907 S SHENANDOAH ST APT 8
 LOS ANGELES, CA 90034-1233
8. BOUTTE, ERIC 3622 FM 1295
 • AKA BAUTTE, ERIC FLATONIA, TX 78941-5069
9. BOUTTE, ALCIDE D 1615 VAN BUREN ST
 BEAUMONT, TX 77701-7538
 (409) 832-8575
 Deceased 5830 MEADOWVIEW RD
 BEAUMONT, TX 77708-2229
 • AKA BOUTTEW, ALCID
 • AKA BOUTEE, ALCIDE
 SSN:437-22-XXXX
 DOB:5/1919
 (Age: 95) 615 VAN BUREN ST
 BEAUMONT, TX 77701-8551
 (409) 832-8575
 1657 TAGORE ST
 BEAUMONT, TX 77701-6321
 (409) 832-8575
10. BOUTTE, ALEC JOSHUA 14307 HEIDI OAKS LN

HUMBLE, TX 77396-3499
(832) 379-3900

Business Associates - 42 records found

1: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: IN EXISTENCE
State: TX
Corporation Number: 0800651036
Descriptive Status: IN EXISTENCE
Title: DIRECTOR
Record Type: CURRENT
Record Date: 3/29/2012
Filing Date: 5/5/2006

2: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: IN USE
State: TX
Corporation Number: 0800651036
Descriptive Status: IN USE
Title: DIRECTOR
Record Type: CURRENT
Record Date: 3/29/2012
Filing Date: 5/5/2006

3: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W
Address: 3210 AMBER FOREST DR
HOUSTON, TX 77068-2005
Status: FORFEITED EXISTENCE
State: TX
Corporation Number: 0800602438
Descriptive Status: FORFEITED EXISTENCE
Title: MEMBER
Record Type: CURRENT
Record Date: 3/27/2014
Filing Date: 1/19/2006

4: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W
Address: 9009 NORTH LOOP E STE 158C
HOUSTON, TX 77029-1253
Status: IN EXISTENCE
State: TX
Corporation Number: 0800602438
Descriptive Status: IN EXISTENCE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/28/2010
Filing Date: 1/19/2006

5: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158C
HOUSTON, TX 77029-1253

Status: IN USE

State: TX

Corporation Number: 0800602438

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 1/30/2011

Filing Date: 8/11/2009

6: E.A.S. DEVELOPMENT, LLC

Name: BOUTTE, ERIC W

Address: 3210 AMBER FOREST DR
HOUSTON, TX 77068-2005

Status: INACTIVE

State: TX

Corporation Number: 0800602438

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

Record Date: 3/27/2014

Filing Date: 8/11/2009

7: FEB CONTRACTORS LLC

Name: BOUTTE, ERIC W

Address: PO BOX 2132
FREDERICKSBURG, TX 78624-1918

Status: IN EXISTENCE

State: TX

Corporation Number: 0801316454

Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: HISTORICAL

Record Date: 12/31/2014

Filing Date: 9/9/2010

8: FEB CONTRACTORS LLC

Name: BOUTTE, ERIC W

Address: PO BOX 2132
FREDERICKSBURG, TX 78624-1918

Status: IN USE

State: TX

Corporation Number: 0801316454

Descriptive Status: IN USE

Title: MEMBER

Record Type: HISTORICAL

Record Date: 12/31/2014

Filing Date: 9/9/2010

9: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800782295

Descriptive Status: FORFEITED EXISTENCE

Title: DIRECTOR
Record Type: CURRENT
Record Date: 8/13/2009
Filing Date: 3/2/2007

10: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: IN EXISTENCE
State: TX
Corporation Number: 0800782295
Descriptive Status: IN EXISTENCE
Title: DIRECTOR
Record Type: CURRENT
Record Date: 6/8/2009
Filing Date: 3/2/2007

11: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: IN USE
State: TX
Corporation Number: 0800782295
Descriptive Status: IN USE
Title: DIRECTOR
Record Type: CURRENT
Record Date: 8/13/2009
Filing Date: 3/2/2007

12: HOWARD JEFFERSON FOUNDATION

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: INACTIVE
State: TX
Corporation Number: 0800782295
Descriptive Status: INACTIVE
Title: DIRECTOR
Record Type: CURRENT
Record Date: 8/13/2009
Filing Date: 3/2/2007

13: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
Status: FORFEITED EXISTENCE
State: TX
Corporation Number: 0800586504
Descriptive Status: FORFEITED EXISTENCE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/5/2008
Filing Date: 11/9/2007

14: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: IN EXISTENCE

State: TX

Corporation Number: 0800586504

Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT

Record Date: 6/11/2007

Filing Date: 12/16/2005

15: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: IN USE

State: TX

Corporation Number: 0800586504

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 6/11/2007

16: HR DESIGN SERVICE, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: INACTIVE

State: TX

Corporation Number: 0800586504

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 12/16/2005

17: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800512311

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/2/2010

Filing Date: 6/27/2005

18: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026

Status: IN EXISTENCE

State: TX

Corporation Number: 0800512311

Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 6/27/2005

19: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026

Status: IN USE

State: TX

Corporation Number: 0800512311

Descriptive Status: IN USE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 6/27/2005

20: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026

Status: INACTIVE

State: TX

Corporation Number: 0800512311

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/2/2010

Filing Date: 6/27/2005

21: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800586495

Descriptive Status: FORFEITED EXISTENCE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 11/9/2007

22: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: IN EXISTENCE

State: TX

Corporation Number: 0800586495

Descriptive Status: IN EXISTENCE

Title: MEMBER

Record Type: CURRENT

Record Date: 11/13/2007

23: HR LEASING, LLC

Name: BOUTTE, ERIC W

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

Status: IN USE
State: TX
Corporation Number: 0800586495
Descriptive Status: IN USE
Title: MEMBER
Record Type: CURRENT
Record Date: 6/11/2007

24: HR LEASING, LLC

Name: BOUTTE, ERIC W
Address: 9009 NORTH LOOP E STE 158
 HOUSTON, TX 77029-1244
Status: INACTIVE
State: TX
Corporation Number: 0800586495
Descriptive Status: INACTIVE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/5/2008
Filing Date: 12/16/2005

25: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W
Address: 530 N SAM HOUSTON PKWY E STE 300
 HOUSTON, TX 77060-4026
Status: FORFEITED EXISTENCE
State: TX
Corporation Number: 0800528047
Descriptive Status: FORFEITED EXISTENCE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/2/2010
Filing Date: 8/5/2005

26: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W
Address: 530 N SAM HOUSTON PKWY E STE 300
 HOUSTON, TX 77060-4026
Status: IN EXISTENCE
State: TX
Corporation Number: 0800528047
Descriptive Status: IN EXISTENCE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/5/2008
Filing Date: 8/5/2005

27: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W
Address: 530 N SAM HOUSTON PKWY E STE 300
 HOUSTON, TX 77060-4026
Status: IN USE
State: TX
Corporation Number: 0800528047
Descriptive Status: IN USE
Title: MEMBER
Record Type: CURRENT
Record Date: 8/5/2008

Filing Date: 8/5/2005

28: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026

Status: INACTIVE

State: TX

Corporation Number: 0800528047

Descriptive Status: INACTIVE

Title: MEMBER

Record Type: CURRENT

Record Date: 8/2/2010

Filing Date: 8/5/2005

29: HRE GROUP, LLC

Name: BOUTTE, ERIC W

Address: 4926 BABSON ST
SAN ANTONIO, TX 78249-1701

Status: IN EXISTENCE

State: TX

Corporation Number: 0801725552

Descriptive Status: IN EXISTENCE

Title: MANAGER

Record Type: CURRENT

Record Date: 2/4/2013

Filing Date: 1/29/2013

30: HRE GROUP, LLC

Name: BOUTTE, ERIC W

Address: 4926 BABSON ST
SAN ANTONIO, TX 78249-1701

Status: IN USE

State: TX

Corporation Number: 0801725552

Descriptive Status: IN USE

Title: MANAGER

Record Type: CURRENT

Record Date: 2/4/2013

Filing Date: 1/29/2013

31: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800736776

Descriptive Status: FORFEITED EXISTENCE

Title: MANAGER

Record Type: CURRENT

Record Date: 8/13/2009

Filing Date: 11/21/2006

32: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC

Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684

Status: IN EXISTENCE

State: TX
Corporation Number: 0800736776
Descriptive Status: IN EXISTENCE
Title: MANAGER
Record Type: CURRENT
Record Date: 10/6/2008
Filing Date: 11/21/2006

33: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: IN USE
State: TX
Corporation Number: 0800736776
Descriptive Status: IN USE
Title: MANAGER
Record Type: CURRENT
Record Date: 10/6/2008
Filing Date: 11/21/2006

34: KINGSTON A.B.P., LLC

Name: BOUTTE, ERIC
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
Status: INACTIVE
State: TX
Corporation Number: 0800736776
Descriptive Status: INACTIVE
Title: MANAGER
Record Type: CURRENT
Record Date: 8/13/2009
Filing Date: 11/21/2006

35: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC
Address: 9692 WESTHEIMER RD STE 83
HOUSTON, TX 77063-3205
Status: FORFEITED EXISTENCE
State: TX
Corporation Number: 0800610923
Descriptive Status: FORFEITED EXISTENCE
Title: MANAGER
Record Type: CURRENT
Record Date: 8/5/2008
Filing Date: 1/4/2008

36: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC
Address: 9692 WESTHEIMER RD STE 83
HOUSTON, TX 77063-3205
Status: IN EXISTENCE
State: TX
Corporation Number: 0800610923
Descriptive Status: IN EXISTENCE
Title: MANAGER
Record Type: CURRENT
Record Date: 6/11/2007

Filing Date: 2/9/2006

37: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83
HOUSTON, TX 77063-3205

Status: IN USE

State: TX

Corporation Number: 0800610923

Descriptive Status: IN USE

Title: MANAGER

Record Type: CURRENT

Record Date: 6/11/2007

38: NATIONS MANAGEMENT HOLDINGS LLC

Name: BOUTTE, ERIC

Address: 9692 WESTHEIMER RD STE 83
HOUSTON, TX 77063-3205

Status: INACTIVE

State: TX

Corporation Number: 0800610923

Descriptive Status: INACTIVE

Title: MANAGER

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 2/9/2006

39: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR
HOUSTON, TX 77080-5429

Status: FORFEITED EXISTENCE

State: TX

Corporation Number: 0800610548

Descriptive Status: FORFEITED EXISTENCE

Title: DIRECTOR

Record Type: CURRENT

Record Date: 6/7/2010

Filing Date: 2/9/2006

40: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR
HOUSTON, TX 77080-5429

Status: IN EXISTENCE

State: TX

Corporation Number: 0800610548

Descriptive Status: IN EXISTENCE

Title: DIRECTOR

Record Type: CURRENT

Record Date: 8/5/2008

Filing Date: 2/9/2006

41: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC

Address: 9319 MONTRIDGE DR
HOUSTON, TX 77080-5429

Status: IN USE

State: TX

Corporation Number: 0800610548
 Descriptive Status: IN USE
 Title: DIRECTOR
 Record Type: CURRENT
 Record Date: 8/13/2009
 Filing Date: 2/9/2006

42: REALITY CAPITAL INTERESTS, LLC

Name: BOUTTE, ERIC
 Address: 9319 MONTRIDGE DR
 HOUSTON, TX 77080-5429
 Status: INACTIVE
 State: TX
 Corporation Number: 0800610548
 Descriptive Status: INACTIVE
 Title: DIRECTOR
 Record Type: CURRENT
 Record Date: 6/7/2010
 Filing Date: 2/9/2006

Person Associates - 21 records found

No.	Full Name	Address	SSN	Phone	DOB
1:	FRANCIS, BELLA MFRANCIS, BEL-LAMARIE MBELLA, FRANCIS MFRANCIS, BELLA MARIEBELLAMARIE, FRANCISBELLA, FRANCISVALERIE, FRANCISBELLA FRANCIS, MMARIEFRANCIS, BELLA	1518 MACCLESBY LN APT A CHAN-NELVIEW, TX 77530-2131 1518 MACCLESBY LN 136 CHAN-NELVIEW, TX 77530-2131 14130 FLAIR DR HOUSTON, TX 77049-3626 1303 DIAMANTE DR PAS-ADENA, TX 77504-1480 6313 EDENWAY CT HOUSTON, TX 77049-3813	098-52-XXXX	(281) 452-9501	6/1955 6/1953
2:	BLANKENSHIP, MARGIA MBLANKENSHIP, MARGIA EBLANKENSHIP, MARGIA GBLANKENSHIP, MARGIA GBLANKENSHIP, MARGIE GBLANKENSHIP, MARGIA MILLSMARGIA, BLANKSHIPBLANKENSHIP, GARNOLD, MARGIA MBLANKENSHI, MARGIABLANKENSHIPARNOLD, MARGIAMILLS, MARGIAMILLS BLANKENSHIP, MARGIABLANKENSHIP, MARGIEBLANKENSHIP, MARGIE MILLS	2430 POTOMAC DR HOUSTON, TX 77057-4558 4018 N TRACY AVE KANSAS CITY, MO 64116-2225 2948 SAINT ST APT 5201 HOUSTON, TX 77027-5350 PO BOX 570728 HOUSTON, TX 77257-0728 1230 WINROCK BLVD APT 5201 HOUSTON, TX 77057-1716	438-88-XXXX	(713) 952-2736(816) 454-9357952-2736	1951 10/1950 1/1951
3:	CADE, BON-ITA JOYCEHILBURN, BON-ITA JHILBURNCADE, BON-ITA JHILBURN, CADE BONITABOTLEY, BON-ITA JKADE, BON-ITA JHILBURN-CADE,	2003 WILDWOOD RIDGE DR MISSOURI CITY, TX 77489-2917 4641 WILD INDIGO ST APT 441	459-72-XXXX	261-6100261-6100(281) 261-6100(918) 682-0270	11/1942

BONITA JOYCEHILLBURN, HOUSTON, TX 77027-7062
 BONITABONITA, CADE-
 HILLBURN, CA-
 DE BONITABUTLEYCADE, 522 N 7TH ST
 MUSKO-
 BONITA JCADE, BON- GEE, OK 74401-6019
 ITA HILBURNHILBURN CA-
 DE, BONITA JCADE, 2408 ARLINE ST
 MUSKO-
 B JBUTLEY, BON- GEE, OK 74401-5539
 ITA JCADE, BEN-
 ITA JBOTLEY CADE, BON-
 ITA JBUTLEY CADE, BON- 9802 VALLEY MEAD-
 ITA JHILLBURN-CADE, OW PL P
 DALLAS, TX 75220-2860
 BONITABOTLEYCADE,
 BONITA JHILLBURN CADE,
 BONITA JCAPE, BON-
 ITA JHILBURN-CA, BONIT-
 ACA, BON-
 ITA HILBURNHILBURNCA,
 BONITABONITA, J CADE

- 4: BROWN, JULI- 15315 T C JESTER BLVD 051-12-XXXX (281) 6/1914
 AN AHARDIMAN, JULIAN A HOUSTON, TX 77068-2096 537-8128(281) 6/1914
 586-9248
 17307 JACKSON PINES DR
 HOUSTON, TX 77090-2065
 PO BOX 440748
 AURORA, CO 80044-0748
 3210 AMBER FOREST DR
 HOUSTON, TX 77068-2005
- 5: CURRY, 3210 AMBER 458-31-XXXX (281) 7/1962
 CRAIG ANTHONYCURRY, FOREST DR H 537-1220(281) 1963
 CRAIG ACURRY, HOUSTON, TX 77068-2005 537-2149537-12
 CRIAG SRCURY, 01(713)
 CRAIGANTHONY CURRY, 2123 CYPRESS 589-9560(713)
 CRAIG JRCARRY, CREEK PKWY STE 300 635-1526(832)
 CRAIG ACURRY CFP, HOUSTON, TX 77090-3103 433-7501
 CRAIG A
 4017 REID ST
 HOUSTON, TX 77026-1551
 3050 POST
 OAK BLVD STE 1360
 HOUSTON, TX 77056-6568
 16303 MORNINGSHADE D
 R
 HOUSTON, TX 77090-4745
- 6: CHARLTON, KEITH L 4926 BABSON ST 091-34-XXXX (210) 2/1945
 JCHARLETON, CHASR- SAN ANTO-
 LETON L JRKEITH, NIO, TX 78249-1701 690-4485(210)
 CHARLTON JRCHARLTON, 690-4485(210)
 KEITH LLOYDCHASRLETO 7102 GRASSY TRL 690-4485(210)
 N, L JR SAN ANTO-
 NIO, TX 78244-1828 690-4485
 439 SUSSEX AVE
 SAN ANTO-
 NIO, TX 78221-1911
 PO BOX 152271
 IRVING, TX 75015-2271
 11600 HUEBNER RD APT 2
 601
 SAN ANTO-
 NIO, TX 78230-1321
- 7: CURRY, REGINACURRY, 3210 AMBER FOREST DR (281) 537-1220 3/1963
 REGTINA HOUSTON, TX 77068-2005

- 8: FRISBIE, ALAN BRIDGERFRISBIE, ALLEN BRIDGERFRISBIE, ALLENBRIDGER FRISBIE, ALANFRISBIE, ALAN 111 E HIGHWAY ST FREDERICKS-BURG, TX 78624-5006 462-81-XXXX (830) 990-9899(830) 992-6070 1/1979 1/1979
 PO BOX 2132 FREDERICKS-BURG, TX 78624-1918
 PO BOX 2383 FREDERICKS-BURG, TX 78624-1921
 611 BLUEBONNET ST FREDERICKS-BURG, TX 78624-5213
 312 W NIMITZ ST FREDERICKS-BURG, TX 78624-3437
- 9: GLENN, THOMAS EDWARDGLEN, THOMAS EGLENN, TTHOMAS, GLENN 219 JAY DR UNIT D ROCK-VILLE, MD 20850-4775 465-55-XXXX (281) 812-6379 2/1972 2/1972
 18722 TIMBER SPRING DR HUMBLE, TX 77346-2675
 PO BOX 10721 ROCK-VILLE, MD 20849-0721
 11900 STONEHOLLOW DR APT 6209A AUSTIN, TX 78758-3385
 15800 HIGHWAY 3 APT 936 WEBSTER, TX 77598-2154
- 10: HARDIMAN, SHIRLEY AHARDIUN, SHIRLEY AHARDMAN, SHIRLEY 15315 T C JESTER BLVD T HOUSTON, TX 77068-2096 095-32-XXXX (281) 586-9248 4/1942
 3210 AMBER FOREST DR HOUSTON, TX 77068-2005
 15315T T C JESTER BLVD HOUSTON, TX 77068-2096
 153156 TC JESTER BLVD HOUSTON, TX 77068
 153156 TER JESTER BLVD HOUSTON, TX 77068
- 11: HARRIS, DAV- ID LAMARHARRIS, DAV- ID LHARRIS, D LHARRIS, DAVISHARRIS, L DAVID 7515 APACHE PLUME DR HOUSTON, TX 77071-2601 432-15-XXXX (713) 440-6237(713) 551-9551(713) 551-9551(713) 748-0384 1959 10/1960
 8383 EL MUNDO ST APT 615 HOUSTON, TX 77054-4672
 2401 FOUNTAIN VIEW DR STE 225 HOUSTON, TX 77057-4813
 3412 S PARKWOOD DR HOUSTON, TX 77021-1238
 530 SAM HOUSTON PKWY N APT 1 HOUSTON, TX 77060
- 12: JEFFERSON, HOWARD EJEFFERSON, H EJEFFERSON, HOWARD EUGENEJEFFER 4402 NENANA DR HOUSTON, TX 77035-3626 425-70-XXXX (713) 729-5110 6/1937 1938
 5220 SCOTT ST APT

	SON, HOWEARD E	HOUSTON, TX 77004-7922 2600 S LOOP W STE 520 HOUSTON, TX 77054-2668 11 82 HOUSTON, TX 77035 121308215 11 82 HOUSTON, TX 77035		
13:	JOHNSON, LUCK- ETT MDJOHNSON, LUCK- ETT MARCIAJOHNSON LUCKETT, MARCIAJOHN- SON, LUCKETTLUCKETT, JOHNSON EJOHNSON LUCKETT, MJOHNSON, LJOHNSON, LUCK- ETT ALUCKETT, MAR- CIA JOHNSON	7804 SCOTT ST HOUSTON, TX 77051-1644 5314 CALHOUN RD HOUSTON, TX 77021-1714 3915 11 MILE RD GALVE- STON, TX 77554-7732 2600 S LOOP W STE 100 HOUSTON, TX 77054-2684 5316 CALHOUN RD HOUSTON, TX 77021-1714	428-94-XXXX (713) 669-9199(713) 699-3480(713) 748-1081(713) 748-1081(713) 748-1081	9/1950 9/1950 9/1950
14:	KING, MI- CHAEL LEONARDL KING, MICHAEL KING, MICHAEL R KING, MIKE KING, MICHAEL L KING, MICHAEL L	18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 6314 EDENWAY CT HOUSTON, TX 77049-3813 1435 STEVENAGE LN CHAN- NELVIEW, TX 77530-2251 1514 MACCLESBY LN CHAN- NELVIEW, TX 77530-2128 18015 HARBOR DR CYPRESS, TX 77429	083-46-XXXX (281) 213-9433(281) 802-9761(281) 862-0703(281) 862-0703	12/1947
15:	KING, KAREEM ANTHONY KING, KAREEM K JR KING, K A	817 WESTMONT DR HOUSTON, TX 77015-4329 10 OAK CT APT 2210 HOUSTON, TX 77006-1675 18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285 1514 MACCLESBY LN CHAN- NELVIEW, TX 77530-2128 637 JAMESTOWN BLVD AP T ALTAMONTE SPRINGS, FL 32714-4637	462-65-XXXX (281) 213-9433(281) 862-0703(407) 862-4516	9/1977
16:	KING, RICHARD AKING, RICHARD A SR KING, RA AKING, AKING, RICHARD KING, R	17611 BERING BRIDGE LN HUMBLE, TX 77346-3707 19404 120TH AVE FL 2 SAINT AL- BANS, NY 11412-3704 19404 120TH AVE FL 1 SAINT AL- BANS, NY 11412-3704	084-48-XXXX 712-0631	1/1956

	15918 HILLSIDE AVE 201 JAMAICA, NY 11432-3936			
	18015 HARBOUR BRIDGE POINT DR CYPRESS, TX 77429-5285			
17:	KING, PATRICIA AKING, P AKING, PATRICIA KING, PATRICIA MACK	18015 HARBOUR BRIDGE POINT DR D CYPRESS, TX 77429-5285	107-48-XXXX (281) 452-4308(832) 797-6227	12/1952 12/1950
	TX NONE TX CYPRESS, TX 77429			
	PO BOX 18015 CYPRESS, TX 77429			
	18015 HARBOR DR CYPRESS, TX 77429			
	1435 STEVENAGE LN CHAN- NELVIEW, TX 77530-2251			
18:	WOODLEN, CHRISTINE DWOODLEN, BRITTANY CWOODLAND, CHRISTINEWOODLAN, CHRISTINEWOODLEN, CRISTINEWOODEN, CHRISTINWOODLIN, CHRISTINE	3210 AMBER FOREST DR HOUSTON, TX 77068-2005 333 AIRTEX DR APT 7305 HOUSTON, TX 77090-6643 333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637 1825 S POINT VIEW ST LOS ANGELES, CA 90035-4623 5510 LINDEN AVE LONG BEACH, CA 90805-5404	568-29-XXXX (323) 934-9205	9/1966 9/1966
19:	KING, MELISSA ANN KING, MELISSA	3401 DUNVALE RD APT 31 24 HOUSTON, TX 77063-5644 19404 120TH AVE 1 SAINT AL- BANS, NY 11412-3704 17611 BERING BRIDGE LN HUMBLE, TX 77346-3707 6200 DE SOTO AVE APT 35301 WOODLAND HILLS, CA 91367-0204 8901 BISSONNET ST APT 116 HOUSTON, TX 77074-2423	074-70-XXXX (281) 822-8009(718) 712-0631	1/1987 3/1985
20:	AMOS, TIFFANY MICHELLE	333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637 8960 HARGIS ST APT 6 LOS ANGELES, CA 90034-2437 3210 AMBER FOREST DR HOUSTON, TX 77068-2005 3210 AMBER HOUSTON, TX 77068 1907 S SHENANDOAH ST	548-91-XXXX (281) 874-9317(832) 286-5024	7/1986

APT 7
LOS
ANGELES, CA 90034-1233

21: WOODLEN, CHRISTINE CWOODEN, CHRISTINWOODLEN, BRITTANY CWOODLAND, CHRISTINEWOODLE, CHRISTINEWOODLEN, CHRISTI
6334 FM 2920 RD STE 300 SPRING, TX 77379-3473 568-29-XXXX (281) 370-0616 9/1950
333 AIRTEX DR APT 1302 HOUSTON, TX 77090-6637
75 N PATHFINDERS CIR SPRING, TX 77381-3006
6170 CANTERBURY DR AP T 322 CULVER CITY, CA 90230-7901
3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Neighbors - 10 records found

3210 AMBER FOREST DR HOUSTON, TX 77068-2005

Name	Address	Phone
AGESILAS, SANDRINE DEN HERDER, URSULA K DENHERDER, HANS WILLIAM GONZALEZ, ELIZABETH	3202 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 583-2464
PERALES, DARLENE PERALES, MONICA PERALES, VALENTIN A REED, VICTORIA WILLIAMS STEWART, JOSHUA W	3203 AMBER FOREST DR HOUSTON, TX 77068-2020	(281) 893-9567 (281) 893-0836
BASS, BETTY L JR BASS, DOUGLAS EVANS JR	3206 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 444-1661
HOANG, ANTHONY THIEN HOANG, KEITH ANH HOANG, PHUONG T HOANG, TUAN A VAN THANH, TRAN	3207 AMBER FOREST DR HOUSTON, TX 77068-2020	895-8016
MAJOR, HELEN B MAJOR, TIFFANY MARIE MAJOR, TIPP MANUEL	3211 AMBER FOREST DR HOUSTON, TX 77068-3014	(281) 893-3865 (281) 893-4684 (281) 893-8918
DONNELL, DEBORAH ANN DONNELL, JAMES KENNETH JR	3214 AMBER FOREST DR HOUSTON, TX 77068-2005	(713) 682-5676
ESTEFAN, ALETTA PETRONELLA ESTEFAN, LAILA S ESTEFAN, SAMIR LABIB REHWINKEL, ALIA	3215 AMBER FOREST DR HOUSTON, TX 77068-3014	(832) 965-5134
BROUSSARD, TONYA	3217 AMBER FOREST DR HOUSTON, TX 77068-2020	
DOUGLAS, RODNEY KEITH HAWKINS, BARBARA E HAWKINS, ROSWALD O WHITTIER, FAITH MELANIE WHITTIER, JAYDA G WHITTIER, MOLLIE	3218 AMBER FOREST DR HOUSTON, TX 77068-2005	(281) 836-6731 (832) 443-7165
JOHNSON, CHLOE R JOHNSON, JOSEPH C SR JOHNSON, SUNNEY C NAVARRO FERRER, VICTORIANA NAVARRO	3219 AMBER FOREST DR HOUSTON, TX 77068-2020	(281) 866-0258

Employment - 50 records found

1:

Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION
Name: BOUTTE, ERIC
Address: 15425 NORTH FWY STE 160
HOUSTON, TX 77090-6015
SSN: 467-65-XXXX
Confidence: High

2:

Company Name: HEALTHY RESOURCES ENTERPRISE, INC.
Name: BOUTTE, ERIC
Title: DIRECTOR
SSN: 467-65-XXXX
Phone: (713) 673-8440
Confidence: High

3:

Company Name: E.A.S. DEVELOPMENT, LLC
Name: BOUTTE, ERIC W
Title: MEMBER
SSN: 467-65-XXXX
Confidence: Medium

4:

Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION
Name: BOUTTE, ERIC
Address: 530 N SAM HOUSTON PKWY E
HOUSTON, TX 77060-4038
SSN: 467-65-XXXX
Phone: (713) 664-2232
Confidence: High

5:

Company Name: HRE GROUP, LLC
Name: BOUTTE, ERIC W
Title: MANAGER
SSN: 467-65-XXXX
Confidence: Medium

6:

Company Name: HRE GROUP LLC
Name: BOUTTE, ERIC W
Title: MANAG
Address: 4926 BABSON ST
SAN ANTONIO, TX 78249-1701
SSN: 467-65-XXXX
Phone: (210) 690-4485
Confidence: High

7:

Company Name: FEB CONTRACTORS LLC
Name: BOUTTE, ERIC W
Title: MEMBER
SSN: 467-65-XXXX
Confidence: Medium

8:

Company Name: AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION
Name: BOUTTE, ERIC
Title: DIRECTOR
SSN: 467-65-XXXX

Confidence: Medium

9:

Company Name: PARAMOUNT ACQUISITIONS GROUP, INC

Name: BOUTTE, ERIC

Title: PRESIDENT

Address: HOUSTON, TX

SSN: 467-65-XXXX

Confidence: High

10:

Company Name: HEALTHY RESOURCES ENTERPRISE, INC.

Name: BOUTTE, ERIC

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

SSN: 467-65-XXXX

Phone: (202) 265-3123

Confidence: High

11:

Company Name: HEALTHY RESOURCES ENTERPRISES INC

Name: BOUTTE, ERIC

Title: PROJECT DIRECTOR

Address: HOUSTON, TX

SSN: 467-65-XXXX

Confidence: High

12:

Company Name: ERAL, LLC

Name: BOUTTE, ERIC

Title: MANAGER

SSN: 467-65-XXXX

Confidence: Medium

13:

Company Name: FEB CONTRACTORS LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 405 W LIVE OAK ST
FREDERICKSBURG, TX 78624-4411

SSN: 467-65-XXXX

Phone: (830) 990-0555

Confidence: High

14:

Company Name: HR TECHNICAL & CONSTRUCTION, LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

SSN: 467-65-XXXX

Phone: (713) 673-8440

Confidence: High

15:

Company Name: HR ENGINEERING LLC

Name: BOUTTE, ERIC W

Title: MEMBER

Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244

SSN: 467-65-XXXX

Phone: (713) 726-1854
Confidence: High

16:

Company Name: REALITY CAPITAL INTERESTS, LLC
Name: BOUTTE, ERIC
Title: DIRECTOR
SSN: 467-65-XXXX
Confidence: Medium

17:

Company Name: HR TECHNICAL & CONSTRUCTION SERVICES, LLC.
Name: BOUTTE, ERIC
Title: MEMBER
Address: HOUSTON, TX
SSN: 467-65-XXXX
Confidence: High

18:

Company Name: PEOPLE'S FINANCIAL DEBIT CARD LLC
Name: BOUTTE, ERIC
Title: MANAGER
SSN: 467-65-XXXX
Confidence: Medium

19:

Company Name: HOWARD JEFFERSON FOUNDATION
Name: BOUTTE, ERIC
Title: DIRECTOR
SSN: 467-65-XXXX
Confidence: Medium

20:

Company Name: KINGSTON A.B.P., LLC
Name: BOUTTE, ERIC
Title: MANAGER
SSN: 467-65-XXXX
Confidence: High

21:

Company Name: HEALTHY RESOURCES ENTERPRISE, INC.
Name: BOUTTE, ERIC
Title: PRES
Address: HOUSTON, TX
SSN: 467-65-XXXX
Confidence: High

22:

Company Name: HREI
Name: BOUTTE, ERIC
Title: PRES
Address: HOUSTON, TX
SSN: 467-65-XXXX
Confidence: High

23:

Company Name: ERAL LLC
Name: BOUTTE, ERIC
Address: 530 N SAM HOUSTON PKWY E
HOUSTON, TX 77060-4038
SSN: 467-65-XXXX

- Confidence:** High
- 24: **Company Name:** ERAL LLC
Name: BOUTTE, ERIC
Address: 530 N SAM HOUSTON PKWY E
HOUSTON, TX 77060-4038
SSN: 467-65-XXXX
Confidence: High
- 25: **Company Name:** ERAL LLC
Name: BOUTTE, ERIC
Title: CONTACT
Address: 530 N SAM HOUSTON PKWY E
HOUSTON, TX 77060-4038
SSN: 467-65-XXXX
Confidence: High
- 26: **Company Name:** ERAL LLC
Name: BOUTTE, ERIC
Title: MANAGER
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
SSN: 467-65-XXXX
Confidence: High
- 27: **Company Name:** NATIONS MANAGEMENT HOLDINGS LLC
Name: BOUTTE, ERIC
Title: MANAGER
SSN: 467-65-XXXX
Confidence: Medium
- 28: **Company Name:** HR DESIGN SERVICE, LLC
Name: BOUTTE, ERIC W
Title: MEMBER
SSN: 467-65-XXXX
Confidence: Medium
- 29: **Company Name:** HR LEASING, LLC
Name: BOUTTE, ERIC W
Title: MEMBER
SSN: 467-65-XXXX
Confidence: Medium
- 30: **Company Name:** AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION
Name: BOUTTE, ERIC
Title: DIRECTOR
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
SSN: 467-65-XXXX
Phone: (713) 664-2232
Confidence: Medium
- 31: **Company Name:** AFFORDABLE COMMUNITIES DEVELOPMENT CORPORATION
Name: BOUTTE, ERIC

Title: DIRECTOR
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
SSN: 467-65-XXXX
Phone: (713) 664-2232
Confidence: Medium

32:

Company Name: HEALTHY RESOURCES ENTERPRISES
Name: BOUTTE, ERIC
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
SSN: 467-65-XXXX
Phone: (202) 265-3123
Confidence: High

33:

Company Name: HRE INC
Name: BOUTTE, ERIC
Title: CHIEF EXECUTIVE OFFICER
SSN: 467-65-XXXX
Phone: (713) 673-8440
Confidence: High

34:

Company Name: HEALTHY RESOURCES ENTERPRISES
Name: BOUTTE, ERIC
Title: OWNER
SSN: 467-65-XXXX
Phone: (202) 265-3123
Confidence: High

35:

Company Name: HEALTHY RESOURCES ENTERPRISES
Name: BOUTTE, ERIC
Title: OWNER
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
SSN: 467-65-XXXX
Phone: (202) 265-3123
Confidence: High

36:

Company Name: HR LEASING LLC
Name: BOUTTE, ERIC W
Title: MEMBER
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
SSN: 467-65-XXXX
Confidence: High

37:

Company Name: HR DESIGN SERVICE LLC
Name: BOUTTE, ERIC W
Title: MEMBER
Address: 530 N SAM HOUSTON PKWY E STE 300
HOUSTON, TX 77060-4026
SSN: 467-65-XXXX
Confidence: High

38:

Company Name: HEALTHY RESOURCE ENTERPRISE
Name: BOUTTE, ERIC
Title: OWNER
SSN: 467-65-XXXX
Phone: (713) 673-8440
Confidence: High

39:

Company Name: HEALTHY RESOURCE ENTERPRISE
Name: BOUTTE, ERIC
Title: OWNER
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
SSN: 467-65-XXXX
Phone: (713) 673-8440
Confidence: High

40:

Company Name: PEOPLE'S FINANCIAL DEBIT CARD LLC
Name: BOUTTE, ERIC
Title: MANAGER
Address: 2401 FOUNTAIN VIEW DR STE 225
HOUSTON, TX 77057-4813
SSN: 467-65-XXXX
Phone: (832) 251-8347
Confidence: Medium

41:

Company Name: REALITY CAPITAL INTERESTS, LLC
Name: BOUTTE, ERIC W
Title: MANAGER
SSN: 467-65-XXXX
Confidence: Medium

42:

Company Name: HR TECHNICAL & CONSTRUCTION, LLC
Name: BOUTTE, ERIC W
Title: MEMBER
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
SSN: 467-65-XXXX
Phone: (713) 673-8440
Confidence: High

43:

Company Name: BOUTTE & ASSOCIATES, LLC
Name: BOUTTE, ERIC
Title: DIRECTOR
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661
SSN: 467-65-XXXX
Phone: 812-0845
Confidence: High

44:

Company Name: BOUTTE & ASSOCIATES, LLC
Name: BOUTTE, ERIC
Title: MEMBER
Address: 5506 FLAX BOURTON ST
HUMBLE, TX 77346-2661

SSN: 467-65-XXXX
Phone: 812-0845
Confidence: High

45:

Company Name: HOWARD JEFFERSON FOUNDATION
Name: BOUTTE, ERIC
Title: DIRECTOR
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
SSN: 467-65-XXXX
Confidence: Medium

46:

Company Name: KINGSTON A.B.P., LLC
Name: BOUTTE, ERIC
Title: MANAGER
Address: 2600 S LOOP W STE 100
HOUSTON, TX 77054-2684
SSN: 467-65-XXXX
Confidence: Medium

47:

Company Name: KINGSTON A B P LLC
Name: BOUTTE, ERIC
Address: 9009 NORTH LOOP E
HOUSTON, TX 77029-1253
SSN: 467-65-XXXX
Confidence: High

48:

Company Name: KINGSTON A B P LLC
Name: BOUTTE, ERIC
Address: 9009 NORTH LOOP E
HOUSTON, TX 77029-1253
SSN: 467-65-XXXX
Confidence: High

49:

Company Name: KINGSTON A B P LLC
Name: BOUTTE, ERIC
Title: MANAGER
Address: 9009 NORTH LOOP E STE 158
HOUSTON, TX 77029-1244
SSN: 467-65-XXXX
Confidence: High

50:

Company Name: NATIONS MANAGEMENT HOLDINGS LLC
Name: BOUTTE, ERIC
Title: MANAGER
Address: 9692 WESTHEIMER RD STE 83
HOUSTON, TX 77063-3205
SSN: 467-65-XXXX
Phone: (713) 228-8688
Confidence: High

Cellular & Alternate Phones - 1 records found

1:

Personal Information
Name: BOUTTE, ERIC

Address: 14307 HEIDI OAKS LN
 HUMBLE, TX 77396-3499
Phone Number: (713) 409-3691
Phone Type: Mobile

Carrier Information

Carrier: NEW CINGULAR WRLS IL
Carrier City: HOUSTON
Carrier State: TX

Sources - 211 records found

All Sources	211 Source Document(s)
Corporate Affiliations	42 Source Document(s)
Deed Transfers	3 Source Document(s)
Driver Licenses	6 Source Document(s)
Email addresses	3 Source Document(s)
Fictitious Business Names Records	8 Source Document(s)
Historical Person Locator	24 Source Document(s)
Liens and Judgments	2 Source Document(s)
Motor Vehicle Registrations	29 Source Document(s)
Person Locator 1	7 Source Document(s)
Person Locator 2	6 Source Document(s)
Person Locator 5	40 Source Document(s)
Person Locator 6	11 Source Document(s)
PhonesPlus Records	1 Source Document(s)
Tax Assessor Records	18 Source Document(s)
UCC Lien Filings	1 Source Document(s)
Utility Locator	7 Source Document(s)
Voter Registrations	3 Source Document(s)

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