See [illegible]

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BY:

Section 2: GENERAL INFORMATION

A. Contact Information

1. Contact person: **Andrea L. Spencer**
2. Title: **PRINCIPAL**

3. Legal name of firm: **THE LKC DALLAS**

4. Communication:
Phone #: **469-826-6337** ; Other Phone #: **214-485-0811** ; Fax #: **214-485-1684**
E-mail: **andrealkc@grandecom.net** ; Website: _____

5. Physical address of firm (no P.O. Box): **1409 South Lamar Street, #703**
DALLAS, TEXAS 75215 **DALLAS**
(City, State and Zip Code) (County/Parish)

6. Mailing address of firm (if different): **SAA**
(City, State and Zip Code) (County/Parish)

B. Business Profile

1. Describe the primary activities of your firm:
REAL ESTATE DEVELOPMENT – COMMERCIAL AND RESIDENTIAL

2. Tax ID: [redacted]7183

3. This firm was established on: _____; I/We have owned this firm since: 01/06/05 ;

4. Method of acquisition (check all that apply): Started new business: **XX**;
Bought existing business: _____; Inherited business _____; Secured concession: _____;
Merger or consolidation: _____; Other (explain): _____

5. Is your firm "for profit"? Yes: **XX** ; No: _____; **STOP!** If your firm is **NOT** for-profit, then you do **NOT** qualify for this program and do NOT need to fill out this application.

6. Type of firm (check all that apply): Sole Proprietor: **XX** ; Partnership: _____;
Corporation: _____; Limited Liability Corporation (LLC): _____; Joint Venture: _____;
Limited Liability Partnership (LLP): _____; Other(Describe): _____

7. Has your firm ever existed under different ownership, a different type of ownership, or a different name? Yes: ____; No: **XX** ; If Yes, explain: _____

GOVERNMENT EXHIBIT
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8. Number of employees: Full-time: 1; Part-time: 1; Contract: ____; Total: _____;

9. Specify the gross receipts of the firm for the last 3 years: N/A
Year: _____; Total receipts in whole dollars ($): _____
Year: _____; Total receipts in whole dollars ($): _____
Year: _____; Total receipts in whole dollars ($): _____

C. Relationships with Other Businesses

1. Is your firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office space, yard, warehouse, facilities, equipment, and/or office staff, with any other business, organization, or entity? Yes: XX; No: _____; If Yes, identify the other firm(s) and explain the nature of sharing: _____
LCG Development Group

2. At present or at any time in the past, has your firm:
   a. Been a subsidiary of any other firm? Yes: _____; No: XX;
   b. Consisted of a partnership in which one or more of the partners are other firms? Yes: _____; No: XX;
   c. Owned any percentage of any other firms? Yes: _____; No: XX;
   d. Had any subsidiaries? Yes: _____; No: XX;
   e. Has any other firm had an ownership interest in your firm at present or at any time in the past? Yes: _____; No: XX;

3. If you answered "Yes" to any of the questions in 2a - 2e, identify the following for each (attach extra sheets. if needed):

Name	Address	Type of Business

D. Immediate Family Member Businesses
Do any of your immediate family members own or manage another company?
Yes: _____; No: XX; If Yes, then list (attach extra sheets, if needed):

Name	Relationship	Company	Type of Business	Own/Manage

Section 3: OWNERSHIP

Identify all individuals or holding companies with any ownership interest in your firm providing the information requested below (If more than one owner, attach a separate sheets for each additional owner):

A. Background Information

1. Name: **Andrea L. Spencer** ; Title: **Principal** ; Phone #: **214-485-0811** ;

2. Home Address: [redacted]
(street and number)
DALLAS, TEXAS 75243
(City, State and Zip Code)

3. Gender: Male: _____; or Female: **XX** ;

4. U.S. Citizen or Lawfully Admitted Permanent Resident: Yes: _____; No: **XX** ;

5. Ethnic group membership (Check all that apply):
Black: **XX** ; Hispanic: _____; Native American: _____; Asian Pacific: _____;
Subcontinent Asian: _____; Other (specify): _____;

B. Ownership Interest

1. Number of years as owner: **<1** ; 2. Percentage owned: **100%** ;

3. Family relationship to other owners: **NONE**

4. Initial investment to acquire ownership interest in firm:

Cash ($)	Real Estate ($)	Equipment ($)	Expertise (%)	Other ($)
$350				

5. Shares of Stock:

Number	%	Class	Date Acquired	Method Acquired
--00--				

6. Does this owner perform a management or supervisory function for any other business?
Yes: **XX** ; No: _____; If Yes, identify:

Name of Business	Function/ Title
LCG Development Group - President	

7. Does this owner own or work for any other firm(s) that has a relationship with this firm (e.g.. ownership interest, shared office space, financial investments, equipment. leases, personnel sharing, etc.)? Yes: __XX__; No: _____; If Yes, identify:

Name of Business	Function/ Title	Nature of Business Relationship
LCG Development Group	**President**	

C. Disadvantaged Status -NOTE: Complete this section only for each owner claiming to be socially and economically disadvantaged applying for DBE qualification.

I. What is the Personal Net Worth (PNW) of the owner(s) applying for DBE qualification? (Use and attach the Personal Net Worth calculator form at the end of this application; attach additional sheets if more than one owner is applying). _____

2. Has any trust been created for the benefit of this disadvantaged owner(s)?
Yes: __XX__; No: _____; If Yes, explain (attach additional sheets if needed).

Section 4: CONTROL

A. Identify your firm's Officers & Board of Directors (If additional space is required, attach a separate sheet).

1. Officers of the Company:

Name	Title	Date Appointed	Ethnicity	Gender
Andrea L. Spencer	**PRINCIPAL**	January 2005	**BLACK**	**FEMALE**

2. Board of Directors:

Name	Title	Date Appointed	Ethnicity	Gender
N/A				

3, Does any of the persons listed in (1) and/or (2) above perform a management or supervisory function for any other business? Yes; **XX** ; No: ____; If Yes, identify for each:

Name	Title	Business	Function
Andrea L. Spencer	**President**	**LCG Development Group**	**Residential Builder**

4. Does any of the persons listed (1) and/or (2) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.) Yes; **XX** ; No: ____;
If Yes, identify for each:

Firm Name	Person	Nature of Business Relationship	
Andrea L. Spencer	**President**	**LCG Development Group**	**Residential Builder**

B. Identify your firm's management personnel who control your firm in the following areas (If more space required, attach a separate sheet).

AREA	Name	Title	Ethnicity	Gender
Financial Decisions	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Person(s) Authorized to Sign Company Checks	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Management Decisions	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Office Management	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Estimating and Bidding	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Negotiating and Contract Execution	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Hiring/Firing of Management Personnel	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Purchasing of Major Equipment or Supplies	**Andrea L. Spencer**	**Principal**	**Black**	**Female**
Field/Production Operations Supervisor	**Andrea L. Spencer**	**Principal**	**Black**	**Female**

11. Does any of the persons listed in (1) through 10) above perform a management or supervisory function for any other business? Yes; **XX** ; No: ____; If Yes, identify for each:

Name	Title	Business	Function
Andrea L. Spencer	**President**	**LCG Development Group**	**Professional Services**

12. Does any of the persons listed in (1) through 10) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)? Yes; **XX** ; No: ____;
If Yes, identify for each:

Firm Name	Person	Nature of Business Relationship
LCG Development Group	**Andrea L. Spencer**	**Professional Services**

C. Indicate your firm's inventory in the following categories (attach additional sheets if needed):

1. Equipment

Type of Equipment	Make/Model	Owned or Leased	Current Value
NONE			

2. Vehicles

Type of Vehicle	Make/Model	Owned or Leased	Current Value
DODGE	DURANGO	LEASED	$9,000

3. Office Space

Street Address	Owned or Leased	Current Value of Property or Lease
1409 SOUTH LAMAR, STE. 703	LEASED	$2500/MO

4. Storage Space

Street Address	Owned or Leased	Current Value of Property or Lease
N/A		

D. Does your firm rely on any other firm for management functions or employee payroll?
Yes: _____; No: XX; If Yes, explain: _____

E. Financial Information

1. Banking Information:

Name of bank	Phone #	Address of bank (City, State & Zip Code
PROSPERITY BANK	972-312-9107	Preston & Hwy 190 - Dallas, TX

2. Bonding Information: If you have bonding capacity, identify: N/A
Binder #: _____; Agent/broker phone #: _____
Bonding limits - Aggregate limit $: _____; Project limit $: _____
Name of agent/broker: _____
Address of agent/broker: _____
_____
City State Zip

F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of any persons or firms securing the loan, if other than the listed owner:

Name of Source	Address of Source	Name of Person Securing the Loan	Original Amount	Current Balance	Purpose of Loan
N/A					

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years (attach additional sheets if needed).

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
N/A					

H. List current licenses/permits held by any owner and/or employee of your firm (e.g., contractor, engineer, architect, etc., attach additional sheets if needed):

Name of License or Permit Holder	Type of License or Permit	Expiration Date	License Number and State
N/A			

I. List the three largest contracts completed by your firm in the past three years, if any:

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
N/A			

J. List the three largest active jobs on which your firm is currently working:

Name of Prime Contractor & Project Number	Location of Project	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
N/A					

K. Please list three company and/or client references:

Company	Contact Person	Title	Telephone Number
RON-SLO, INC.	Ron Slovacek	President	[redacted]-2825
ET&C Companies	Kim Dantzler	President	[redacted]-5928
P&A Promotions	Charlene Atkins	Owner	[redacted]-4966

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon whom disadvantaged status is relied.
A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTON WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I **Andrea L. Spencer** swear or affirm under penalty of law that I am
(print full name)
Principal of applicant firm **The LKC Dallas**
(title) (firm name)
and that I have read and understand all of the questions in this application and that all of the foregoing information and statements submitted in this application, its attachments and supporting documents are true and correct to the best of my knowledge. That all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the U.S. DOT, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application I certify that I am a member of one or more of the following groups and that I have held myself out as a member of the group(s) (circle all that apply):
Female; Black American; Hispanic American; Native American;
Asian-Pacific American; Subcontinent Asian American; Other (specify) _____

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed $750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

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

Andrea L. Spencer _____ _____
Name Signature

Principal 03/30/05
Title Date

Date March 30, 05 State of Texas County of Dallas

On this day before me appeared Andrea Spencer with proper identification,
Name of individual
who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by to execute this affidavit and did so as his or her free act/deed.

_____
Notary Public **(SEAL)**

October 1, 2008
Commission Expiration Date

CELESTYAL BLESSED PRICE
Notary Public, State of Texas
My Commission Expires
October 01, 2008

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PERSONAL NET WORTH STATEMENT

Complete a form for: (1) each socially disadvantaged proprietor, or (2) each socially disadvantaged limited and general partner whose combined interest, total 51% or more, or (3) each socially disadvantaged stockholder owning 51% or more of voting stock. An individual's personal net worth includes only his or her share of the assets held jointly or as community property with the individual's spouse.

Name Andrea L. Spencer **Date**

Residence Address [redacted] **Residence Phone** [redacted]

City, State & Zip Code: Dallas, Texas 75243

Business Name THE LKC DALLAS **Business Phone** (214) 485-0811

PERSONAL FINANCIAL STATEMENT

As of (Date) 03/30/05. In determining net worth, EXCLUDE individual ownership interest in the applicant business and personal residence. If married use only ½ of marital assets. Round all numbers to the nearest dollar.

ASSETS		LIABILITIES	
Cash on hand and in bank	$ 4,000	Accounts Payable	$ -0-
Savings Accounts	$ 800	Notes Payable to Banks and Others (Describe in Section 1)	$ -0-
IRA or Other Retirement Account	$ -0-	Installment Account (Auto)	$ 11,000
Accounts and Notes Receivable	$ -0-	Installment Account (Other)	$ -0-
Life insurance - Cash Surrender Value Only (Complete Section 7)	$ -0-	Loan on Life Insurance	$ -0-
Stocks and Bonds (Describe in Section 2)	$ -0-	Mortgages on Real Estate [Except for Personal residence] (Describe in Section 3)	$ -0-
Real Estate [Except for personal Residence] (Describe in Section 3)	$ -0-	Unpaid Taxes (Describe in Section 5)	$ -0-
Automobile(s) – Present Value	$ 1200 -	Other Liabilities (Describe in Section 6)	$ -0-
Other Personal Property (Describe in Section 4)	$ -0-	**Total Liabilities**	**$ 11,000**
Other Assets (Describe in Section 4)	$ -0-		
Total Assets	**$ 8,000 -**	**Net Worth (Total Assets minus Total Liabilities)**	**$ -3000**
Other Source of Income	NONE	**Other Contingent Liabilities**	
Salary/Commissions	$	As Endorser or Co-worker	$
Net Investment Income	$	Legal Claims and/or Judgments	$

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Section 1. Notes payable to Bank and Others (Use attachments if necessary. Each attachment must be identified as a party of this statement and signed.)

Name and Address of Note Holders (s)	Original Balance	Current Balance	Payment Amount	Frequency (weekly, monthly, etc.)	How Secured or Endorsed Type of Collateral
N/A					

Section 2. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.) NOTE: Must be within five (5) days of statement date

Number of Shares	Name of Securities	Cost	Market Value Quotation or Exchange	Date of Quotation or Exchange	Total Value
N/A					

Section 3. Real Estate Owned. (Do not include your personal resident. List each parcel separately. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property	N/A		
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name and Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 4. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment, and if delinquent, describe.)

N/A

Section 5. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

N/A

Section 6. Other Liabilities (Describe in detail).

N/A

Section 7. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and beneficiaries.)

N/A

Section 8. Transfer of Assets.

Have you, the individual claiming disadvantaged status, transferred any assets within two (2) years, in full or in part, to a spouse or any other person or entity, including a trust? _____YES __XX__NO
If yes, provide the following information as an attachment: the date of transfer, to whom the assets were transferred amount paid for the assets that market value of the assets as the time of transfer.

NOTE: Individuals may exclude assets transferred to an immediate family member that are consistent with the customary recognition of special occasions and may also exclude any transfers to an immediate family member is for educational, medical or essential support purposes.

Please provide copies of complete personal income tax returns, including all schedules, W-2s and 1099 forms. *49 CFR Part 26 and federal law classify all information submitted with this form as confidential. This form or its information cannot be release to any person, governmental or commercial entity without the written permission of the person submitting the information.*

PERSONAL NET WORTH AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct, including all material and information necessary to identify and explain the financial net worth of **Andrea L. Spencer**
(Name of Individual)

Further, the undersigned agrees to permit the entities of the Texas Unified Certification Program (TUCP) and/or U.S. Department of Transportation (DOT), as part of this certification process and to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above named individual.

If at any time the TUCP or DOT has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, your file may be referred to the General Counsel of DOT. The General Counsel may initiate debarment procedures in accordance with 41 CFR 1-1.604 and 12-1.062 and/or refer the matter to the Department of Justice under U.S.C. 1001, as the General Counsel deems appropriate.

NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to $500,000 and imprisonment of up to 10 years, or both.

The burden of proving the financial net worth is the individuals. The Agency reserves the right to request any additional information deemed necessary to determine if an individual is economically disadvantaged. Failure to provide requested information within the time specified is grounds for termination of the process.

Andrea L. Spencer — Name

Andrea Spencer — Signature

Principal — Title

3/30/05 — Date

Date March 30, 05 State of Texas County of Dallas

On this day before me appeared (name) Andrea Spencer with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by to execute this affidavit and did so as his or her free act/deed.

Celestyal Blessed Price
Notary Public

(SEAL)

Oct 01, 2008
Commission Expiration

CELESTYAL BLESSED PRICE
Notary Public, State of Texas
My Commission Expires
October 01, 2008

Department of the Treasury — Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return 2004

(99) IRS Use Only — Do not write or staple in this space.

OMB No. 1545-0074

For the year Jan 1 - Dec 31, 2004, or other tax year beginning , 2004, ending , 20

Label (See instructions.)

Use the IRS label. Otherwise, please print or type.

Your first name	MI	Last name	Your social security number
ANDREA	L	SPENCER	[redacted]7030
If a joint return, spouse's first name	MI	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apartment no.

[redacted]

City, town or post office. If you have a foreign address, see instructions. State ZIP code

DALLAS TN 75243

Important! You must enter your social security number(s) above.

Presidential Election Campaign (See instructions.)

Note: Checking 'Yes' will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want $3 to go to this fund? ... ▶ You: [X] Yes [ ] No Spouse: [ ] Yes [ ] No

Filing Status Check only one box.

1 [ ] Single
2 [ ] Married filing jointly (even if only one had income)
3 [ ] Married filing separately. Enter spouse's SSN above & full name here ▶
4 [X] Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here ▶
5 [ ] Qualifying widow(er) with dependent child (see instructions)

Exemptions

6a [X] **Yourself.** If someone can claim you as a dependent, do not check box 6a ... Boxes checked on 6a and 6b .. 1

b [ ] **Spouse** ...

c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see instrs)
C[redacted] L BAILEY	[redacted]5663	Daughter	[X]
M[redacted] A SPENCER	[redacted]6988	Daughter	[X]
			[ ]
			[ ]

No. of children on 6c who: • lived with you ..... 2 • did not live with you due to divorce or separation (see instrs) ... Dependents on 6c not entered above ... Add numbers on lines above ▶ 3

If more than four dependents, see instructions.

d Total number of exemptions claimed ... 3

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	40,844.
8a	**Taxable** interest. Attach Schedule B if required		8a	
b	**Tax-exempt interest. Do not** include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends (see instrs)	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes (see instructions)		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	-11,818.
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ▶ [ ]		13	
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount (see instrs)	15b	
16a	Pensions and annuities 16a	b Taxable amount (see instrs)	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount (see instrs)	20b	
21	Other income		21	
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ▶		22	29,026.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Adjusted Gross Income

23	Educator expenses (see instructions)	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	IRA deduction (see instructions)	25		
26	Student loan interest deduction (see instructions)	26		
27	Tuition and fees deduction (see instructions)	27		
28	Health savings account deduction. Attach Form 8889	28		
29	Moving expenses. Attach Form 3903	29		
30	One-half of self-employment tax. Attach Schedule SE	30		
31	Self-employed health insurance deduction (see instrs)	31		
32	Self-employed SEP, SIMPLE, and qualified plans	32		
33	Penalty on early withdrawal of savings	33		
34a	Alimony paid b Recipient's SSN ▶	34a		
35	Add lines 23 through 34a		35	
36	Subtract line 35 from line 22. This is your **adjusted gross income** ▶		36	29,026.

Form 1040 (2004) ANDREA L SPENCER [redacted]7030 Page 2

Tax and Credits	37	Amount from line 36 (adjusted gross income)		37	29,026.
Standard Deduction for — • People who checked any box on line 38a or 38b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $4,850; Married filing jointly or Qualifying widow(er), $9,700; Head of household, $7,150	38a	Check if: ☐ You were born before January 2, 1940, ☐ Blind. ☐ Spouse was born before January 2, 1940, ☐ Blind. Total boxes checked ► 38a			
	b	If your spouse itemizes on a separate return, or you were a dual-status alien, see instructions and check here ► 38b ☐			
	39	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		39	7,150.
	40	Subtract line 39 from line 37		40	21,876.
	41	If line 37 is $107,025 or less, multiply $3,100 by the total number of exemptions claimed on line 6d. If line 37 is over $107,025, see the worksheet in the instructions		41	9,300.
	42	Taxable income. Subtract line 41 from line 40. If line 41 is more than line 40, enter -0-		42	12,576.
	43	Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972		43	1,376.
	44	Alternative minimum tax (see instructions). Attach Form 6251		44	
	45	Add lines 43 and 44 ►		45	1,376.
	46	Foreign tax credit. Attach Form 1116 if required	46		
	47	Credit for child and dependent care expenses. Attach Form 2441	47		
	48	Credit for the elderly or the disabled. Attach Schedule R	48		
	49	Education credits. Attach Form 8863	49		
	50	Retirement savings contributions credit. Attach Form 8880	50	195.	
	51	Child tax credit (see instructions)	51	1,181.	
	52	Adoption credit. Attach Form 8839	52		
	53	Credits from: a ☐ Form 8396 b ☐ Form 8859	53		
	54	Other credits. Check applicable box(es): a ☐ Form 3800 b ☐ Form 8801 c ☐ Specify	54		
	55	Add lines 46 through 54. These are your total credits		55	1,376.
	56	Subtract line 55 from line 45. If line 55 is more than line 45, enter -0- ►		56	0.
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	
	58	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60	Advance earned income credit payments from Form(s) W-2		60	
	61	Household employment taxes. Attach Schedule H		61	
	62	Add lines 56-61. This is your total tax ►		62	0.
Payments If you have a qualifying child, attach Schedule EIC.	63	Federal income tax withheld from Forms W-2 and 1099	63	2,584.	
	64	2004 estimated tax payments and amount applied from 2003 return	64		
	65a	Earned income credit (EIC)	65a	1,144.	
	b	Nontaxable combat pay election ► 65b			
	66	Excess social security and tier 1 RRTA tax withheld (see instructions)	66		
	67	Additional child tax credit. Attach Form 8812	67	819.	
	68	Amount paid with request for extension to file (see instructions)	68		
	69	Other pmts from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885	69		
	70	Add lines 63, 64, 65a, and 66 through 69. These are your total payments ►		70	4,547.
Refund Direct deposit? See instructions and fill in 72b, 72c, and 72d.	71	If line 70 is more than line 62, subtract line 62 from line 70. This is the amount you overpaid		71	4,547.
	72a	Amount of line 71 you want refunded to you ►		72a	4,547.
	b	Routing number 113122655 ► c Type: ☒ Checking ☐ Savings			
	d	Account number [redacted]971			
	73	Amount of line 71 you want applied to your 2005 estimated tax ► 73			
Amount You Owe	74	Amount you owe. Subtract line 70 from line 62. For details on how to pay, see instructions ►		74	
	75	Estimated tax penalty (see instructions) 75			

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete the following. ☒ No

Designee's name ► Phone no. ► Personal identification number (PIN) ►

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		CONSTRUCTION CORDINATOR	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code: Self-Prepared		EIN	
		Phone no.	

Form 1040 (2004)

FDIA0112 11/10/04

NCTRCA 086

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service

Profit or Loss From Business
(Sole Proprietorship)

► Partnerships, joint ventures, etc. must file Form 1065 or 1065-B.
► Attach to Form 1040 or 1041. ► See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2004

09

Name of proprietor: ANDREA L SPENCER

Social security number (SSN): [redacted]7030

A Principal business or profession, including product or service (see instructions): Consulting

B Enter code from instructions: ► 999999

C Business name. If no separate business name, leave blank.: LCG Consulting

D Employer ID number (EIN), if any:

E Business address (including suite or room no.) [redacted]
City, town or post office, state, and ZIP code: DALLAS, TN 75243

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2004? If 'No,' see instructions for limit on losses ... [X] Yes [ ] No

H If you started or acquired this business during 2004, check here ► [X]

Part I Income

1	Gross receipts or sales. **Caution.** If this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, see the instructions and check here ► [ ]	1	2,120.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	2,120.
4	Cost of goods sold (from line 42 on page 2)	4	
5	**Gross profit.** Subtract line 4 from line 3	5	2,120.
6	Other income, including Federal and state gasoline or fuel tax credit or refund	6	
7	**Gross income.** Add lines 5 and 6 ►	7	2,120.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	450.	19	Pension and profit-sharing plans	19	
9	Car and truck expenses (see instructions)	9	4,500.	20	Rent or lease (see instructions):		
10	Commissions and fees	10		a	Vehicles, machinery, and equipment	20a	
11	Contract labor (see instructions)	11		b	Other business property	20b	
12	Depletion	12		21	Repairs and maintenance	21	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	2,727.	22	Supplies (not included in Part III)	22	975.
14	Employee benefit programs (other than on line 19)	14		23	Taxes and licenses	23	
15	Insurance (other than health)	15	1,350.	24	Travel, meals, and entertainment:		
16	Interest:			a	Travel	24a	300.
a	Mortgage (paid to banks, etc)	16a		b	Meals and entertainment: 1,344.		
b	Other	16b		c	Enter nondeductible amount included on line 24b (see instrs): 672.		
17	Legal & professional services	17		d	Subtract line 24c from line 24b	24d	672.
18	Office expense	18	270.	25	Utilities	25	
				26	Wages (less employment credits)	26	
				27	Other expenses (from line 48 on page 2)	27	2,694.
28	**Total expenses** before expenses for business use of home. Add lines 8 through 27 in columns ►					28	13,938.
29	Tentative profit (loss). Subtract line 28 from line 7					29	-11,818.
30	Expenses for business use of your home. Attach **Form 8829**					30	
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on **Form 1040, line 12,** and **also** on **Schedule SE, line 2** (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you **must** go to line 32.					31	-11,818.
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on **Form 1040, line 12,** and **also** on **Schedule SE, line 2** (statutory employees, see instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you **must** attach **Form 6198.**					32a [X] All investment is at risk. 32b [ ] Some investment is not at risk.	

Schedule C (Form 1040) 2004 ANDREA L SPENCER [redacted] 7030 Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	
41	Inventory at end of year	41	
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ►

44 Of the total number of miles you drove your vehicle during 2004, enter the number of miles you used your vehicle for:
a Business b Commuting c Other

45 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

46 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If 'Yes,' is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

cell phone	1,344.
office phone	900.
Business attire	450.

48	**Total other expenses.** Enter here and on page 1, line 27	48	2,694.

Schedule C (Form 1040) 2004

FDIZ0112 05/06/04

NCTRCA 088

018

SCHEDULE EIC
(Form 1040A or 1040)

Department of the Treasury
Internal Revenue Service

Earned Income Credit
Qualifying Child Information

Complete and attach to Form 1040A or 1040 only if you have a qualifying child.

OMB No. 1545-0074

2004

43

Name(s) shown on return

ANDREA L SPENCER

Your social security number

[redacted]7030

Before you begin: See the instructions for Form 1040A, lines 41a and 41b, or Form 1040, lines 65a and 65b, to make sure that **(a)** you can take the EIC and **(b)** you have a qualifying child.

- If you take the EIC even though you are not eligible, you may not be allowed to take the credit for up to 10 years. See the instructions for details.

CAUTION:

- It will take us longer to process your return and issue your refund if you do not fill in all lines that apply for each qualifying child.
- Be sure the child's name on line 1 and social security number (SSN) on line 2 agree with the child's social security card. Otherwise, at the time we process your return, we may reduce or disallow your EIC. If the name or SSN on the child's social security card is not correct, call the Social Security Administration at 1-800-772-1213.

Qualifying Child Information	Child 1	Child 2
1 Child's name If you have more than two qualifying children, you only have to list two to get the maximum credit	First name: [redacted] Last name: L BAILEY	First name: [redacted] Last name: A SPENCER
2 Child's SSN The child must have an SSN as defined in the Form 1040A or Form 1040 instructions unless the child was born and died in 2004. If your child was born and died in 2004 and did not have an SSN, enter 'Died' on this line and attach a copy of the child's birth certificate	[redacted]6663	[redacted]5988
3 Child's year of birth	Year 1991 *If born after 1985, skip lines 4a and 4b; go to line 5.*	Year 1994 *If born after 1985, skip lines 4a and 4b; go to line 5.*
4 If the child was born before 1986 –		
a Was the child under age 24 at the end of 2004 and a student?	☐ Yes. *Go to line 5.* ☐ No. *Continue*	☐ Yes. *Go to line 5.* ☐ No. *Continue*
b Was the child permanently and totally disabled during any part of 2004?	☐ Yes. *Continue* ☐ No. The child is not a qualifying child.	☐ Yes. *Continue* ☐ No. The child is not a qualifying child.
5 Child's relationship to you (for example, son, daughter, grandchild, niece, nephew, foster child, etc)	Daughter	Daughter
6 Number of months child lived with you in the United States during 2004 • If the child lived with you for more than half of 2004 but less than 7 months, enter '7'. • If the child was born or died in 2004 and your home was the child's home for the entire time he or she was alive during 2004, enter '12'	12 months *Do not enter more than 12 months.*	12 months *Do not enter more than 12 months.*

TIP You may also be able to take the additional child tax credit if your child **(a)** was under age 17 at the end of 2004, **(b)** is claimed as your dependent on line 6c of Form 1040A or Form 1040, **and (c)** is a U.S. citizen or resident alien. For more details, see the instructions for line 42 of Form 1040A or line 67 of Form 1040.

Form **8812**

Department of the Treasury Internal Revenue Service (99)

Additional Child Tax Credit

Complete and attach to Form 1040 or Form 1040A.

OMB No. 1545-1620

2004

Attachment Sequence No. **47**

Name(s) shown on return

ANDREA L SPENCER

Your social security number

[redacted]7030

Part I All Filers

1	Enter the amount from line 1 of your Child Tax Credit Worksheet in the Form 1040 or Form 1040A instructions. If you used Publication 972, enter the amount from line 8 of the worksheet on page 4 of the publication		1	2,000.
2	Enter the amount from Form 1040, line 51, or Form 1040A, line 33		2	1,181.
3	Subtract line 2 from line 1. If zero, **stop;** you cannot take this credit		3	819.
4a	Enter your total earned income. See the instructions	4a 29,026.		
b	Nontaxable combat pay included on line 4a	4b		
5	Is the amount on line 4a more than $10,750? ☐ **No.** Leave line 5 blank and enter -0- on line 6. ☒ **Yes.** Subtract $10,750 from the amount on line 4a. Enter the result	5 18,276.		
6	Multiply the amount on line 5 by 15% (.15) and enter the result		6	2,741.

Next. Do you have three or more qualifying children?

☒ **No.** If line 6 is zero, **stop;** you cannot take this credit. Otherwise, skip Part II and enter the **smaller** of line 3 or line 6 on line 13.

☐ **Yes.** If line 6 is equal to or more than line 3, skip Part II and enter the amount from line 3 on line 13. Otherwise, go to line 7.

Part II Certain Filers Who Have Three or More Qualifying Children

7	Enter the total of the withheld social security and Medicare taxes from Form(s) W-2, boxes 4 and 6. If married filing jointly, include your spouse's amounts with yours. If you worked for a railroad, see the instructions	7		
8	**1040 filers:** Enter the total of the amounts from Form 1040, lines 30 and 58, plus any uncollected social security and Medicare or tier 1 RRTA taxes included on line 62. **1040A filers:** Enter -0-.	8		
9	Add lines 7 and 8	9		
10	**1040 filers:** Enter the total of the amounts from Form 1040, lines 65a and 66. **1040A filers:** Enter the total of the amount from Form 1040A, line 41a, plus any excess social security and tier 1 RRTA taxes withheld that you entered to the left of line 43 (see instructions).	10		
11	Subtract line 10 from line 9. If zero or less, enter -0-		11	
12	Enter the **larger** of line 6 or line 11 here		12	

Next, enter the **smaller** of line 3 or line 12 on line 13.

Part III Your Additional Child Tax Credit

13	**This is your additional child tax credit**	13	819.

Enter this amount on Form 1040, line 67, or Form 1040A, line 42.

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

► See separate instructions.
► Attach to your tax return.

OMB No. 1545-0172

2004

67

Name(s) shown on return

ANDREA L SPENCER

Identifying number

[redacted]7030

Business or activity to which this form relates

Sch C Consulting

Part I Election To Expense Certain Property Under Section 179

Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount. See instructions for a higher limit for certain businesses	1	$102,000.
2	Total cost of section 179 property placed in service (see instructions)	2	2,727.
3	Threshold cost of section 179 property before reduction in limitation	3	$410,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0.
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	102,000.

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
computer printer and soft ware	1,927.	1,927.
office furniture	800.	800.

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	2,727.
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	2,727.
10	Carryover of disallowed deduction from line 13 of your 2003 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	31,753.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	2,727.
13	Carryover of disallowed deduction to 2005. Add lines 9 and 10, less line 12 ►	13	0.

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election (see instructions)	15	
16	Other depreciation (including ACRS) (see instructions)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2004	17	
18	If you are electing under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B — Assets Placed in Service During 2004 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property			27.5 yrs	MM	S/L	
			27.5 yrs	MM	S/L	
i Nonresidential real property			39 yrs	MM	S/L	
				MM	S/L	

Section C — Assets Placed in Service During 2004 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year			40 yrs	MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	2,727.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Form 4562 (2004) ANDREA L SPENCER [redacted]7030 Page 2

Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A – Depreciation and Other Information (Caution: *See instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ..... [X] Yes [ ] No 24b If 'Yes,' is the evidence written? ..... [X] Yes [ ] No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25		
26 Property used more than 50% in a qualified business use (see instructions):								
27 Property used 50% or less in a qualified business use (see instructions):								
Dodge Duranga	05/15/04	41.67						
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles – see instructions)	12,000											
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven	4,800											
33 Total miles driven during the year. Add lines 30 through 32	16,800											
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?	X											
35 Was the vehicle used primarily by a more than 5% owner or related person?	X											
36 Is another vehicle available for personal use?		X										

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who **are not** more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (see instructions)		

Note: *If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.*

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2004 tax year (see instructions):					
43 Amortization of costs that began before your 2004 tax year				43	
44 **Total.** Add amounts in column (f). See instructions for where to report				44	

Form **8880** | **Credit for Qualified Retirement Savings Contributions** | OMB No. 1545-1805

Department of the Treasury
Internal Revenue Service

► Attach to Form 1040 or Form 1040A.
► See instructions.

2004
129

Name(s) shown on return | Your social security number

ANDREA L SPENCER | [redacted]-7030

CAUTION: You **cannot** take this credit if **either** of the following applies.

- The amount on Form 1040, line 37, or Form 1040A, line 22, is more than $25,000 ($37,500 if head of household; $50,000 if married filing jointly).
- The person(s) who made the qualified contribution or elective deferral **(a)** was born after January 1, 1987, **(b)** is claimed as a dependent on someone else's 2004 tax return, or **(c)** was a **student** (see instructions).

			(a) You		(b) Your spouse
1	Traditional and Roth IRA contributions for 2004. **Do not** include rollover contributions	1			
2	**Elective deferrals** to a 401(k) or other qualified employer plan, voluntary employee contributions, and 501(c)(18)(D) plan contributions for 2004 (see instructions)	2	1,948.		
3	Add lines 1 and 2	3	1,948.		
4	Certain distributions received **after** 2001 and **before** the due date (including extensions) of your 2004 tax return (see instructions). If married filing jointly, include **both** spouses' amounts in **both** columns. See instructions for an exception	4			
5	Subtract line 4 from line 3. If zero or less, enter -0-	5	1,948.		
6	In each column, enter the **smaller** of line 5 or $2,000	6	1,948.		
7	Add the amounts on line 6. If zero, **stop**; you cannot take this credit			7	1,948.
8	Enter the amount from Form 1040, line 37*, or Form 1040A, line 22	8	29,026.		
9	Enter the applicable decimal amount shown below:			9	X 0.1000

If line 8 is—		And your filing status is—		
Over—	But not over—	Married filing jointly	Head of household	Single, Married filing separately, or Qualifying widow(er)
		Enter on line 9—		
---	$15,000	.5	.5	.5
$15,000	$16,250	.5	.5	.2
$16,250	$22,500	.5	.5	.1
$22,500	$24,375	.5	.2	.1
$24,375	$25,000	.5	.1	.1
$25,000	$30,000	.5	.1	.0
$30,000	$32,500	.2	.1	.0
$32,500	$37,500	.1	.1	.0
$37,500	$50,000	.1	.0	.0
$50,000	---	.0	.0	.0

Note: *If line 9 is zero, **stop**; you cannot take this credit.*

10	Multiply line 7 by line 9			10	195.
11	Enter the amount from Form 1040, line 45, or Form 1040A, line 28	11	1,376.		
12	Enter the total of your credits from Form 1040, lines 46 through 49, or Form 1040A, lines 29 through 32	12			
13	Subtract line 12 from line 11. If zero, **stop**; you cannot take this credit			13	1,376.
14	**Credit for qualified retirement savings contributions.** Enter the **smaller** of line 10 or line 13 here and on Form 1040, line 50, or Form 1040A, line 32			14	195.

*See Publication 590 for the amount to enter if you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico.

BAA For Paperwork Reduction Act Notice, see instructions. Form **8880** (2004)

FDIA9501 10/27/04

NCTRCA 093

ANDREA L SPENCER 445-82-7030 1

Election Not to claim 50% Special Depreciation Allowance

Attach to your income tax return

Taxpayer hereby elects under IRC Section 168(k)(2)(C)(iii) NOT to claim the 50% special depreciation allowance for the following asset classes which were placed in service during the tax year ending: 12/31/04

7 Year Property

Declaration Control Number (DCN)
00 - 210047 - 25113 - 5

IRS Use Only — Do not write or staple in this space.

Form **8453-OL**

Department of the Treasury
Internal Revenue Service

U.S. Individual Income Tax Declaration for an IRS *e-file* On-Line Return

For the year January 1 – December 31, 2004
► See instructions.

OMB No. 1545-1397

2004

Use the IRS label. Otherwise, please print or type.

LABEL HERE

Your first name and initial: ANDREA L	Last name: SPENCER
If a joint return, spouse's first name and initial:	Last name:
Your social security number: [redacted]7030	Spouse's social security number:
Home address (number and street). If you have a P.O. box, see instructions.: [redacted]	Apartment number:
City, town or post office: Plano Dallas	State: TX ZIP code: 75243
Important! You must enter your SSN(s) above.	Daytime phone number: (214) 641-0905

Part I Tax Return Information (Whole dollars only)

1 Adjusted gross income (Form 1040, line 37; Form 1040A, line 22; Form 1040EZ, line 4)	1	29,026.
2 Total tax (Form 1040, line 62; Form 1040A, line 38; Form 1040EZ, line 10)	2	0.
3 Federal income tax withheld (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 7)	3	2,564.
4 Refund (Form 1040, line 72a; Form 1040A, line 45a; Form 1040EZ, line 11a)	4	4,547.
5 Amount you owe (Form 1040, line 74; Form 1040A, line 47; Form 1040EZ, line 12) (see instructions)	5	

Part II Declaration of Taxpayer. Be sure to keep a copy of your tax return.

6a [X] I consent that my refund be directly deposited as designated in the electronic portion of my 2004 Federal income tax return. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.

b [ ] I do not want direct deposit of my refund or I am not receiving a refund.

c [ ] I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax. I further understand that this authorization may apply to subsequent Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate subsequent payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

If I have filed a balance due return, I understand that if the IRS does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties. If I have filed a joint Federal and state tax return and there is an error on my state return, I understand my Federal return will be rejected.

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2004, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of my electronic income tax return. I consent to allow my intermediate service provider and/or transmitter to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Sign Here	Your signature	Date	Spouse's signature. If a joint return, both must sign.	Date
	[signature]	3/16/05		

BAA For Paperwork Reduction Act Notice, see instructions. Form 8453-OL (2004)

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TEXAS APARTMENT ASSOCIATION

Apartment Lease Contract

APARTMENT ASSOCIATION GREATER DALLAS

Date of Lease Contract: January 14, 2005 (when this Lease Contract is fully signed)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. **PARTIES.** This Lease Contract is between you, the resident(s) *(list all people signing the Lease Contract)*: The DKC Dallas, Ron Slovacek, Andrea Spencer

and us, the owner: South Side Plaza 455 Ltd. L.L.P.

(name of apartment community or title holder). You've agreed to rent Apartment No. 703 at 1409 S. Lamar *(street address)* in Dallas *(city)*, Texas, 75215 *(zip code)* for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above, and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract guarantee is attached.

2. **OCCUPANTS.** The apartment will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

see addendum

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 consecutive days without our prior written consent, and no more than [ ] days in any one month. *(If the previous space isn't filled in, two days per month is the limit.)*

3. **LEASE TERM.** The initial term of the Lease Contract begins on the: 14th day of January, 2005 *(term)*, and ends at midnight the 13th day of January, 2006 *(year)*. This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37 or by other lease provision. *(If this space is left blank, 30 days notice is required.)*

4. **SECURITY DEPOSIT.** The total security deposit for all residents is $ 400.00, due on or before the date this Lease Contract is signed. The amount listed must: ☐ does or ☒ does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 11 and 42 for security deposit refund considerations.

5. **KEYS AND FURNITURE.** You will be provided 2 apartment key(s), 2 mailbox key(s), one 2 other access device(s) for access card. Any resident occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to no longer reside the apartment, is (at our option) not longer entitled to occupancy, keys, or other access devices. Your apartment will be furnished: ☐ in accordance with the attached list ☒ unfurnished.

6. **RENT AND CHARGES.** You will pay $ 3800.00 per month for rent, payable in advance and without demand (unless checked):

☒ at the on-site manager's office; or
☒ at drop-box

Prorated rent of $ 1370.00 is due on the commencement *(check one)*: ☒ 1st month or ☐ 2nd month on the January 14, 2005 *(year)*. Otherwise, you must pay your rent on or before the 1st day of each month *(or date)* with no grace period. Late rent is not paid on prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before one 3rd day of the month and we haven't given notice or vacate before that date, you'll pay an initial late charge of $ 50.00 *(plus late charge of $ 10.00 per day after that date until paid in full. Daily late charges will not exceed 25 days for any single month's rent. You'll also pay a charge of $ 50.00 for each returned check or rejected automatic electronic draft, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 47 or other animal rules, you'll pay an initial charge of $ 100.00 per animal (not to exceed $300 per animal) and a daily charge of $ 10.00 per animal (not to exceed $30 per day per animal) from the date the animal was brought onto your apartment until it is finally removed. We'll also have all other remedies for such violations.*

7. **UTILITIES.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash ☐ cable TV ☐ master antenna. You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities during your Lease Contract term. You must not allow any utilities (other than cable TV) to be cut off or switched for any reason, including disconnection for not paying your bills, until the Lease Contract term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If a utility is individually metered, it must be connected in your name and you must notify the utility provider at your move-out date so the meters can be read. If you delay getting a transfer in your name by lease commencement, or cause it to be terminated back into the name before you surrender or abandon the unit, you'll be liable for a $ charge (not to exceed $50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your unit is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose to change your provider, you must give us written notice. You may not pay all applicable provider fees, including any fees to change service back to our company after you move out.

8. **INSURANCE.** *Our insurance does not provide coverage for your personal property, etc. (e.g., you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to [check one]:*

☐ not buy insurance to protect against such losses, or
☐ buy insurance from your own agent to cover such losses.

If neither is checked, you acknowledge that you will not have insurance coverage.

9. **SECURITY DEVICES.** What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless locking device (deadlock) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on each entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, or as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment (see Section 92.0563 of the Code).

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install new keyed deadbolt locks on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks as below. We must comply with these requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

If no items are filled in, then you are requesting none of this time.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request except when we failed to rekey after the previous resident moved out; and (2) repairs or replacements due to misuse or damage by you, your family, occupants, or guests. You must pay immediately after the work is done unless state or city authorities advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** Two (2) months free with 12 month lease. Resident will receive a monthly concession of $1300 making rent $2500. This includes 3 garage spots. All specials and concessions are due back to property in full if the lease term is not fulfilled.

11. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable for a reletting charge of $ 3230.00 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

(1) fail to move in, or fail to give written move-out notice as required in paragraphs 25 or 37, or
(2) move out without paying rent in full for the entire Lease Contract term or renewal period, or
(3) move out if your deposit or rent is delinquent because of your default, or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under the Lease Contract. See the first paragraph of page 2.

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The DKC Dallas, Ron Slovacek, Andrea Spencer
Your Initials: [illegible] Initials of Our Representative

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Not a Release. The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community due to: a violation of the Lease Contract or rules; improper use; negligence; or intentional conduct by you or your invitees, guests or occupants. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in the Lease Contract. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent.** For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place—plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proved otherwise.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

Storage. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your unit.

While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of the Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of the Lease Contract.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

20. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in

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The LLC, Ron Slovacek, Andrea Spencer

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a loud or obnoxious manner; [hole] threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or
(3) takes up more than one parking space; or
(4) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
(5) is parked in a marked handicap space without the legally required handicap insignia; or
(6) is parked in a space marked for office visitors, managers, or staff; or
(7) blocks another vehicle from exiting; or
(8) is parked in a fire lane or designated "no parking" area; or
(9) is parked in a space marked for other resident(s) or unit(s); or
(10) is parked on the grass, sidewalk, or patio; or
(11) blocks garbage trucks from access to a dumpster; or
(12) has no current license, registration or inspection sticker, and we give you at least 10 days' notice that the vehicle will be towed at the owner or operator's expense if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

(1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
(2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 6. Window screens are not for security or keeping people from falling out.

Smoke Detectors. We'll furnish smoke detectors as required by statute or city ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. *If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of the Property Code for $100 plus one month's rent, actual damages, and attorney's fees.* If you disable or damage the smoke detector or fail to replace a dead battery or report malfunctions to us, you also will be liable to us and others for any loss, damage, or fines from a fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal and we may charge an animal deposit for a support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation

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charges and animal-removal [illegible] or related damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

(1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and

(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying [illegible] security devices; removing unauthorized window coverings; stop[ping] excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors. Security deposit refunds may be by one check jointly payable to all residents; the check and any deduction itemizations may be mailed to one resident only.

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a reletting charge *will not* be due;
(2) a reasonable administrative (paperwork) fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
(3) the departing and remaining residents will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Default by Either Party

31. **DEFAULT BY OWNER.** We'll act with customary diligence to:

(1) keep common areas reasonably clean, subject to paragraph 25;
(2) maintain fixtures, furniture, hot water, heating, and A/C equipment;
(3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
(4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Property Code Section 92.056 by following this procedure:

(a) all rent must be current and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;

(b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time for the repair or remedy; and

(c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Eviction. *If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate.* Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, past or future rent or other sums, or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetering or utility proration provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

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33. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our nonliability and nonduty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

We may deactivate or not install keyless bolting devices on your doors if (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that, at the time of signing this Lease Contract or a Lease Contract Renewal Form: (1) we; (2) the management company that represents us; or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); (2) we may not recover past or future rent or other charges; and (3) we will be in violation of the Texas Penal Code and the Texas Deceptive Trade Practices Act. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to nonmembership when the Lease Contract or renewal was signed will be conclusive evidence of nonmembership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** In cooperation with the Texas Apartment Association, we'd like to give you some important safety guidelines. The Texas Police Association and the Sheriffs' Association of Texas have approved these suggestions. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

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37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract rent if you move out early (paragraph 22 except under the military clause (paragraph 19) YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The number of days of the advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions—even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice (check one) ☐ must be the last day of the month; or ☒ may be the exact day designated in your notice. *If neither is checked, the second applies.*
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice shall not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please ask for our written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in selling charges and search costs to find a new resident under paragraphs 41 and 42. You're responsible by law for paying any security deposit claim even if you move out early. You won't stay beyond the date you are supposed to move out. All occupants, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service a written move-resident's forwarding address.

39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, stain or soiling that occurs without negligence, carelessness, accident, or abuse).

40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind us limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our corrections, modifications, or disapproval before final refunding or accounting.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges, repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of lost property that was in or attached to the apartment and is missing; replacing dead or missing smoke-alarm/carbon monoxide detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your television or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or changing unauthorized security devices or alarm systems; agreed rekeying charges; packing, removing, or storing property removed or stored under paragraph 15; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; unauthorized charges under paragraphs 6 and 27; government fees or fines against us for violations by you, your occupants, or guests of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed $100) for not mowing and maintaining in our lawful absence, of an animal or in any relet eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for repairing all keys and access devices referenced in paragraph 5 if you fail to return them to us before your actual move-out date; (2) accelerated rent if you have violated paragraph 32, and (3) a rekeying fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in, where rent is paid—whichever date occurs first.

You have *abandoned* the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days; or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction end your right of possession (or all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment, determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our ~~mitigation obligations~~ (paragraph 22).

Signatures, Originals and Attachments

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Other rules and addenda, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition Form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed:

- ☒ Access Gate Addendum, dated
- ☐ Additional Specific Provisions
- ☒ Animal Addendum
- ☒ Apt. Rules or Community Policies, dated
- ☒ Asbestos Addendum (if asbestos is present)
- ☐ Early Termination Addendum, dated
- ☐ Enclosed Garage, Carport or Storage Unit Addendum, dated
- ☒ Inventory & Condition Form
- ☐ Intrusion Alarm Addendum, dated
- ☒ Lead Hazard Information and Disclosure Addendum
- ☐ Lease Contract Guaranty (_____ guarantor, ☐ one ☐ each one)
- ☒ Legal Description of Unit (if rental home longer than one year)
- ☐ Military SCRA Addendum
- ☒ Mold Information and Prevention Addendum
- ☐ Move-Out Cleaning Instructions, dated
- ☐ Notice of Intent to Move-out Form
- ☐ Parking Permit or Sticker (quantity _____)
- ☐ Repair or Service Request Form
- ☐ Satellite Dish or Antenna Addendum
- ☐ TCEQ Tenant Guide to Water Allocation
- ☐ Utility Allocation Addendum for ☐ electricity ☐ water ☐ gas ☐ central system costs ☐ trash removal
- ☒ Utility Submetering Addendum for ☒ electricity ☒ water ☐ gas
- ☐ Other

Name and address of locator service (if separate)

You are legally bound by this document. Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

You are entitled to receive an original of this Lease Contract after it is fully signed. Keep it in a safe place.

Resident or Resident's full name in ink)

Andrea Spencer

R M R

Owner or Owner's designated representative (signing on behalf of owner)

(Ron Slovacek)

Address and phone number of owner's representative for notice purposes

South Side on Lamar

Dallas, TX 75215

[redacted]4848

Date form is filled out (same as date at top of page 1) 01/14/2005

The LMC, Ron Slovacek, Andrea Spencer
South Side On Lamar

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OFFICE OF CYNTHIA FIGUEROA CALHOUN, COUNTY CLERK, DALLAS COUNTY, TEXAS
500 MAIN STREET, DALLAS, TEXAS 75202

ASSUMED NAME RECORDS
CERTIFICATE OF OWNERSHIP FOR UNINCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES OF OWNERSHIP" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE. (Chapter 36, Sect. 1, Title 4- Business and Commerce Code)

(This certificate properly executed is to be filed immediately with the County Clerk)

853031

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED

The LKC Dallas (print or type) 5013833 01/06/05 $7.00 Assumed Name

BUSINESS ADDRESS [redacted]

CITY Dallas STATE TX ZIP CODE 75243

PERIOD (not to exceed 10 years) DURING WHICH ASSUMED NAME WILL BE USED: 10 years

BUSINESS IS TO BE CONDUCTED AS (Check Which One) ☒ Proprietorship ☐ Sole Practitioner ☐ Joint Venture ☐ General Partnership ☒ Limited Partnership ☐ Real Estate Investment Trust ☐ Joint Stock Company ☐ Other (name type)

CERTIFICATE OF OWNERSHIP

I/We, the undersigned, are the owner ____ of the above business and my/our name ____ and address ____ given is/are true and correct, and there is/are no ownership(s) in said business other than those listed herein below.

NAMES OF OWNERS

NAME Andrea Spencer (print or type) SIGNATURE Andrea Spencer

Address 13232 Fall Manor Drive Dallas, TX Zip Code 75243 (Residence)

NAME ____ (print or type) SIGNATURE ____

Address ____ Residence Zip Code ____

NAME ____ (print or type) SIGNATURE ____

Address ____ Residence Zip Code ____

NAME ____ (print or type) SIGNATURE ____

Address ____ Residence Zip Code ____

NAME ____ (print or type) SIGNATURE ____

Address ____ Residence Zip Code ____

TRUE AND CORRECT COPY OF ORIGINAL FILED IN DALLAS COUNTY CLERK'S OFFICE

FILED 05 JAN -6 AM 11:43 CYNTHIA FIGUEROA CALHOUN COUNTY CLERK DALLAS COUNTY

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Andrea Lynnea Spencer known to me to be the person ____ whose name ____ is/are subscribed to the foregoing instrument and acknowledged to me that ____ he ____ is/are the owner(s) of the above-named business and that ____ he ____ signed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on 1/6 to 05

CYNTHIA FIGUEROA CALHOUN, COUNTY CLERK

By Greg Allen Deputy

NCTRCA 102

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
P.O. BOX 9003
HOLTSVILLE NY 11742-9003

Date of this notice: 01-14-2005

Employer Identification Number:
[redacted]7183

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

007915.158455.0032.001 1 MB 0.309 702

ANDREA SPENCER
LKC DALLAS
[redacted]
DALLAS TX 75243

17915

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an EIN. We assigned you EIN 25-1907183. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label IRS provided. If that isn't possible you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, doing so could cause a delay in processing and may result in incorrect information in your account. Doing so could result in our assigning you more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply .

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records.
* Use this EIN and your name exactly as they appear above on all your federal tax forms.
* Refer to this EIN on your tax related correspondence and documents.

Thank you for your cooperation.

NCTRCA 103

THE lkc DALLAS

RECEIVED
APR 21 2005
BY:

April 21, 2005

NCTRCA
624 Six Flags Drive, Suite 216
Arlington, TX 76011

Dear Sir or Madam:

RE: Office Equipment

Please receive this letter as notification that The LKC Dallas has and uses the following equipment in there day-to-day business:

- Laptop computer
- Epson printer-scanner
- Brother Fax machine
- SW Bell speaker phone

Should there be any questions or comments, I can be reached at 469-826-6337.

Best Regards,

Andrea L. Spencer
President

THE LKC DALLAS

April 5, 2005

NCTRCA
624 Six Flags Drive, Suite 216
Arlington, TX 76011

RE: License/Certification Requirements

Dear Sir or Madam:

Please receive this letter as notification that The LKC Dallas has found that no License or Certification is required in the operations for this business. Any diplomas or certification have been awarded through individuals extended professional development.

Should there be any questions or comments, I can be reached at 469-826-6337.

Sincerely,

Andrea L. Spencer
Principal

1409 South Lamar
Suite 703
Dallas, Texas 75215

THE lkc DALLAS

April 5, 2005

NCTRCA
624 Six Flags Drive, Suite 216
Arlington, TX 76011

Dear Sir or Madam:

Please receive this letter as notification that The LKC Dallas does not possess any leased equipment or agreements. The LKC Dallas utilizes the convenience and cost saving of having a home office.

Should there be any questions or comments, I can be reached at 469-826-6337.

Sincerely,

Andrea L. Spencer
Principal

1409 South Lamar
Suite 703
Dallas, Texas 75215

ACCOUNT INFORMATION CHECKING ACCOUNT Account Number: [redacted]031	**Prosperity Bank** **Real Bankers...not just a bank!** **18800 Preston Road** **Dallas TX 75252-8565** **(972)312-9107**

Account Title and Address
THE LKC DALLAS
1409 SOUTH LAMAR STREET STE 703
DALLAS, TX 75215

ACCOUNT OPEN DATE	ACCOUNT NUMBER	TAX ID NUMBER
03/31/2005	3550031	25-1907183
OWNERSHIP TYPE	**PRODUCT NAME**	**INITIAL DEPOSIT**
Sole Proprietorship	Advantage Business Checking	$350.00

Business Entity Information
THE LKC DALLAS
1409 SOUTH LAMAR STREET STE 703
DALLAS TX 75215
Contact Name: ANDREA L SPENCER
Contact Title: OWNER
Contact Phone: [redacted]8404

Business Filing State: TX
Date Established: 03/31/2005
Primary County/Location: DALLAS COUNTY
Resolution Date: 03/31/2005

ADDITIONAL TERMS. The undersigned acknowledge(s)receipt of a copy of the Electronic Fund Transfer Disclosure and Agreement and agrees to abide by the terms of the Agreement.

Acknowledgment
By signing this document, you acknowledge that you have opened the type of account designated above. Your signature acknowledges the receipt of the appropriate Account Agreement for the type of account designated above and that you agree to be bound by the Account Agreement. As the account is in the name of a business entity, you acknowledge that you are acting on behalf of the business entity. You acknowledge that you have received an Account Disclosure. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

One Signer Required for Withdrawals

X _____ 03/31/05
ANDREA L SPENCER Date
OWNER

Institution Representative

X _____
Bonnie Denson Date
Associate

© Compliance Systems, Inc. (2003) 84BC-7B70 - 2004.08.122

Signer Information

ANDREA L SPENCER
[redacted]
DALLAS TX 75243
Title/Capacity: OWNER
Home Phone: (469)330-8404

Tax ID Number: [redacted]7030
Date of Birth: [redacted]1974
Drivers License: [redacted]5261
ID Issued By: TX

Taxpayer Identification Number Certification

[redacted]7183

I certify under penalties of perjury that the taxpayer identification number (TIN) provided above is correct, I am a U.S. person (including a U.S. resident alien), and I am either exempt from backup withholding under Internal Revenue Service regulations, or I am not subject to backup withholding.

The above statement is true with the exception of:

☐ I am subject to backup withholding because of underreported interest and dividends.

☐ I have applied or will soon apply for a TIN. If one is not provided to this institution within 60 days from this certification, I will be subject to backup withholding.

☐ I am a Foreign Recipient and have provided this institution with the appropriate Form W-8 certification.

X Andrea Spencer 3/31/05
ANDREA SPENCER Date

RESOLUTION SOLE PROPRIETORSHIP Account Number: 3550031	Prosperity Bank Real Bankers...not just a bank! 18800 Preston Road Dallas TX 75252-8565 (972)312-9107

BUSINESS ENTITY NAME AND ADDRESS:
THE LKC DALLAS
1409 SOUTH LAMAR STREET STE 703
DALLAS TX 75215

Initial Resolution.

DATE OF RESOLUTION	ACCOUNT NUMBER(S)	
03/31/2005	Checking [redacted]	

By signing below, I certify to Prosperity Bank ("Financial Institution") that: I am the sole owner and no other party, partnership, corporation or association has any ownership interest in the above named Sole Proprietorship, with an office at the address above, using the assumed name of THE LKC DALLAS, filed at the DALLAS TEXAS in TX on March 31, 2005; provided below are the correct names, titles, and genuine signatures of the persons authorized to exercise the powers provided in this Resolution ("Authorized Signers"); and the Financial Institution may rely upon my certification as to my authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED:

The Authorized Signers shall possess the powers indicated as contained in this Resolution. Each power has a designated Authority Code that indicates the powers available to each Authorized Signer.

DEPOSITORY ACCOUNT. [Authority Code- D1] Open and maintain any depository account(s) in the name of the Sole Proprietorship, subject to any terms and conditions governing the account(s), including:

1. Make deposits to the Sole Proprietorship account;
2. Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Sole Proprietorship, by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing;
3. Make withdrawals from the Sole Proprietorship account in any manner permitted by the account;
4. Transfer funds from the Sole Proprietorship account in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Sole Proprietorship;
5. Transfer funds to the Sole Proprietorship account in Financial Institution from any account whether or not held at Financial Institution and whether or not held by this Sole Proprietorship;
6. Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Sole Proprietorship or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; and
7. Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money.

IT IS FURTHER RESOLVED THAT:

DESIGNATED DEPOSITORY. The Financial Institution is designated as a depository for the funds of the Sole Proprietorship and to provide other financial accommodations indicated in this Resolution.

AUTHORIZED SIGNER'S POWERS. Authorized Signers are authorized to make any and all other contracts, agreements, stipulations, and orders which the Authorized Signers may deem advisable for the effective exercise of their powers.

SIGNATURES. The Financial Institution shall be indemnified and held harmless by the Sole Proprietorship for any claims, expenses, damages, or attorney fees resulting from the honoring of any signature, authorized by this Resolution, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine, if such signature reasonably resembles the specimen provided to the Financial Institution. The Financial Institution shall also be permitted to rely upon non-signature security and verification codes which it provides to or receives from an Authorized

Signer and shall be indemnified and held harmless by the Sole Proprietorship for any claims, expenses, damages, or attorney fees resulting from their use.

IMPROPER ENDORSEMENT. Any negotiable instrument, check, draft or order for the payment of moneys not clearly endorsed by the Authorized Signer may be returned to the Sole Proprietorship by the Financial Institution. The Financial Institution, in its sole discretion, alternatively may endorse on behalf of the Sole Proprietorship any negotiable instrument, check, draft, or order for the payment of money not clearly endorsed in order to facilitate collection. Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument, check, draft, or order for the payment of money which is not properly endorsed.

DISPOSITION OF FUNDS. When withdrawal or transfer powers are granted to an Authorized Signer, the Financial Institution is directed and authorized to act upon and honor withdrawal or transfer instructions issued and to honor, pay, transfer from, and charge to any depository account(s) of the Sole Proprietorship, all negotiable instruments, checks, drafts, or orders for the payment of money so drawn when signed consistent with the Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the negotiable instrument, check, or order for the payment of money involved, whether such negotiable instruments, checks, drafts, or orders for the payment of money are payable to the order of, or endorsed or negotiated by any Authorized Signer signing them or any Authorized Signer in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation or account of any Authorized Signer signing them or of any other Authorized Signer.

PRIOR ENDORSEMENTS. All negotiable instruments, checks, drafts, or orders for the payment of money deposited with prior endorsements are guaranteed by the Sole Proprietorship.

PRE-RESOLUTION TRANSACTIONS. All actions by Authorized Signers in accordance with this Resolution but before the adoption of this Resolution are approved, ratified, adopted, and confirmed by the Sole Proprietorship.

WARRANTY. That the Financial Institution may rely upon the certification as to the Sole Proprietorship authority to execute this Resolution and make the representations in this Resolution.

NOTIFICATION OF CHANGES. The Certifying Person(s) shall notify Financial Institution in writing at its address shown above in advance of any changes which would affect the validity of any matter certified in this Resolution.

REVOCATION AND MODIFICATION. An act to modify, terminate, amend, or replace this Resolution will not immediately affect the ability of the Financial Institution to rely upon this Resolution. The act shall not affect any action by the Financial Institution in reliance on this Resolution before the effective date of the act. An act is not effective until after all of the following occur: there is written notice of the act, in a form satisfactory to the Financial Institution, received by the Financial Institution, and the Financial Institution has had a reasonable period of time to act upon it. Until the act is effective, this Resolution shall remain in full force and bind the Sole Proprietorship, its legal representatives, heirs, successors and assigns.

Designation of Authorized Signers

NAME / TITLE	SIGNATURE	AUTHORITY CODE / LIMITATIONS
ANDREA L SPENCER OWNER	x Andrea Spencer	D1

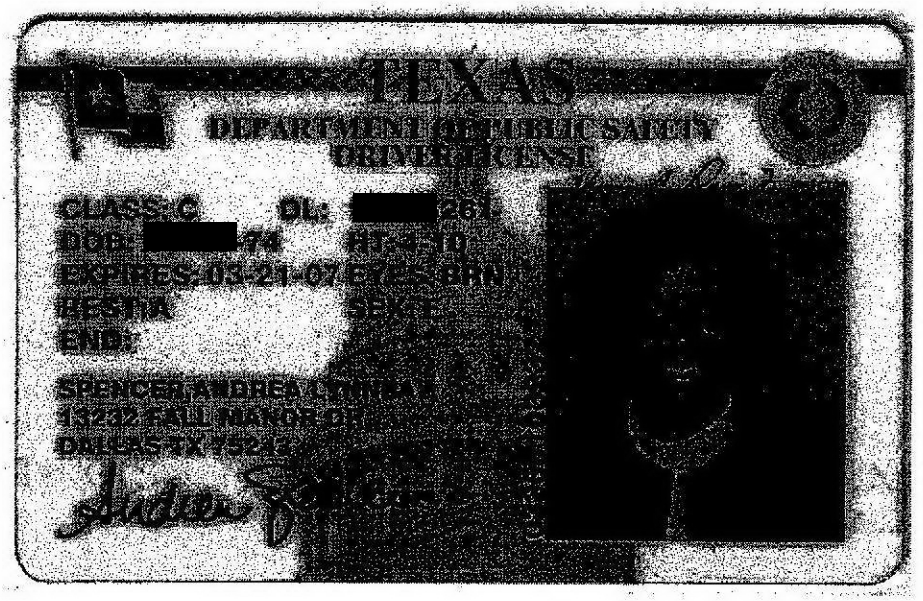
As the Sole Proprietor, I certify the foregoing are the names, titles, and genuine signatures of the authorized signers of this Sole Proprietorship.

x Andrea Spencer 3/31/05
ANDREA L SPENCER Date
OWNER

ATTESTED BY

x Andrea Spencer 3/31/05
ANDREA SPENCER Date
OWNER

Andrea L. Spencer
Drivers License
Thursday, April 21, 2005



18

OHIO DEPARTMENT OF HEALTH
DIVISION OF VITAL STATISTICS
CERTIFICATE OF LIVE BIRTH

Registrar's No. 4148

Reg. Dist. No. 1801

Primary Reg. Dist. No.

Birth No. 134

CHILD—NAME (First / Middle / Last) 1. Andrea Lynne SPENCER		DATE OF BIRTH (Month, Day, Year) 1a. [redacted] 1974	HOUR 1b. 11:34 AM
SEX 1. Female	2a. Single		COUNTY OF BIRTH 3a. Cuyahoga
CITY, VILLAGE, OR LOCATION OF BIRTH 3b. Cleveland	INSIDE CITY LIMITS 3c. Yes	HOSPITAL—NAME 3d. Forest City Hospital	
MOTHER—MAIDEN NAME (First / Middle / Last) 4a. Amanda Jean Bowie		AGE (At time of this birth) 4b. 29	STATE OF BIRTH 4c. Louisiana
RESIDENCE—STATE 5a. Ohio	COUNTY 5b. Cuyahoga	CITY, VILLAGE, OR LOCATION 5c. Cleveland	INSIDE CITY LIMITS 5d. Yes
STREET AND NUMBER 5e. 1114 East 143rd			
FATHER—NAME (First / Middle / Last) 6a. Charles Spencer		AGE (At time of this birth) 6b. 32	STATE OF BIRTH 6c. Oklahoma
INFORMANT'S NAME OR SIGNATURE 9a. Amanda Jean Spencer			RELATION TO CHILD 9b. Mother
I certify that the above named child was born alive at the place and time shown on the date stated above. 10a. SIGNATURE David Wallace		DATE SIGNED 10b. [redacted] 1974	ATTENDANT—M.D. (Bar, midwife, other specify) 10c. M. D.
CERTIFIER—NAME (Type or Print) 10d. David Wallace M. D.		MAIL 10e. 13944 Euclid	(Street, R.F.D. No., City or Village, State, Zip) East Cleveland, Ohio 44112
REGISTRAR—SIGNATURE 11a. [signature]			DATE RECEIVED BY REGISTRAR 11b. APR 15 1974

CONFIDENTIAL INFORMATION FOR MEDICAL AND HEALTH USE ONLY

JUL 18 1990

CERTIFIED

NCTRCA 112

Andrea L. Spencer

[redacted] Dallas, TX 75243

Andrea L. Spencer has over 8 years experience in Residential Construction, construction management and Land Development & Acquisition. Ms. Spencer is a graduate of OSU-OKC with a BBS, Computer Science in 1995, and Certification in Construction Management & Technology from Northlake Community College and pursuant to receive Certified Master Builder from Dallas Homebuilders Association. With Ms. Spencer extensive knowledge of development and residential construction her strengths are in Marketing and Business Strategy, Financing and Lending, Design/Build and Procurement/Estimating

Ms. Spencer has recently been apart of a start-up homebuilder since 2002 where she served as Manager of Operations & Sales/Marketing and created and managed the following area:

- Managed over 30 MIL in financing. Created and managed relationships with major banks
- Created and maintained marketing business plan
- Intense Project management - Sales, Accounting and Construction
- Coordinate, design, creation and installation of all sales Models
- Brand awareness in marketing and advertising
- Design/Created Website for company
- Created/Produced all marketing Collateral for advertisement
- Managed budget of over $136,000 for HotOn Homes.
- Created and Managed all Banking, Payroll and Tax Prep for 18 months
- Manage Insurance and Subcontractor relations
- Start all new homes from finance, Engineering to City Permit
- Schedule all buyer closing with lender and title company
- Decision making process of Purchase of New properties
- Managed all Local, City and State governmental agencies
- Market research and strategies to ensure key positioning for new land packages

Ms. Spencer was also with KB Home as Marketing Manager from 2000 to 2001:

- Project management (all departments)
- Coordinating, design, creation and installation of all sales displays
- Brand awareness in marketing and advertising
- Manage budget/expenditures.
- Set up new communities, permits and relationship with City and Utilities contractors
- Create sales measurements and awards
- Coordinate Co-ops and partnerships relating advertising
- Interface with PR firm to ensure local coverage, press release, advertising
- Manage marketing business plan

Ms. Spencer also at Centex Homes as Land Development Coordinator from 1999 to 2000:

- Prepare, maintain due diligence reports on Land Considered for purchase, Acquisitions and development
- Maintain reports and prepare budgets with Project status
- Prepare bid tabulations, create database with comparisons and cost estimates
- Contract management (Primavera)
- Liaison for land owners and City officials

To: andrealkc@grandecom.net
From: Sheena Suber <ssuber@nctrca.org>
Subject: NCTRCA - Certification Status #16184
Cc:
Bcc:
Attached:

June 21, 2005

Andrea Spencer
LKC Dallas (The)
1409 S. Lamar Street, #703
Dallas TX 75215

RE: D/M/WBE Certification Affidavit No. 16184

Dear Ms. Spencer:

Thank you for your interest in the Agency's Disadvantaged, Minority and Woman-owned Business Certification Program. In our previous letters, we advised you that the initial review of your certification affidavit (application) had been made. We further advised you that additional information and/or documentation was needed in order to continue the certification process.

To date, we have not received the information requested. Since we are unable to continue processing your application without the items requested, we have no choice but to close your file at this time and file it "Non-Responsive." If you wish to continue the certification process at this time you must submit the requested additional information *within one (1) month of the date of this letter.* If documentation is not received by that date a new application will not be accepted for six (6) months and will be processed in normal date order.

We appreciate your interest in becoming certified with the Agency and encourage you to reapply in six months. Please contact me at metro (817) 640-0606 if you have any questions regarding the completion of a new certification affidavit.

Very truly yours,

Sheena Suber
Certification Specialist
817) 640-0606 phone
817) 640-6315 fax
www.nctrca.org
Nonres1

07/21/05

LOG OF ACTION TAKEN

Company Name: ___ ***LKC Dallas (The) # 16184*** ___

Date	Comments, Actions and/or Directions	Initials
04/18/05	Initial review, Ltr. 1 requesting ethnicity (enlarge & lighten photo), capital, assumed name certificate and 04 personal taxes, W-2's. *Due 05/02*	lh
04/21/05	Rcd additional information.	Staff
04/25/05	Rcd additional information.	Staff
06/29/05	Left msg for Andrea requesting	
06/16/05	Sent email requesting W2's for again DUE 06/20	S
06/21/05	Non Response - Letter 1 DUE 07/21	S

To: andrealkc@grandecom.net
From: Sheena Suber <ssuber@nctrca.org>
Subject: NCTRCA - Update affidavit #16184
Cc:
Bcc:
Attached:

Andrea,

Just a reminder that I have not received your 2004 W2 forms yet. I will not be able to hold your file open for very much longer. The final deadline for this document will be *June 20, 2004*. If it is not received by that date then I will have no choice but to close your file. Closing of your file could result in your certification having to wait 6 months before review again.

Please let me know if you will be sending this document to me by the 20th of June.

Best Regards,

Sheena Suber
Certification Specialist
817) 640-0606 phone
817) 640-6315 fax
www.nctrca.org

To: andrealkc@grandecom.net
From: Sheena Suber <ssuber@nctrca.org>
Subject: NCTRCA - Update Affidavit No. 16184
Cc:
Bcc:
Attached:

This is a reminder email that your 2004 W2 forms are still needed to complete your file. This is only outstanding document needed to complete your certification. Please submit this information no later than *June 13, 2005.* I would like to have your file certified by June 13, 2005.

Should you have any questions please feel free to contact me at 817-640-0606.

Best Regards,

Sheena Suber
Certification Specialist
817) 640-0606 phone
817) 640-6315 fax
www.nctrca.org

To: andrealkc@grandecom.net
From: Sheena Suber <ssuber@nctrca.org>
Subject: RE: NCTRCA - request for add'l info #16184
Cc:
Bcc:
Attached:

Andrea,
That cleared it up for me. I will be reissuing your codes on both your certifications to represent such. Also, the W2 forms for you are still needed so once I receive them LKC will be complete.

Thanks again for your response!
Sheena Suber

At 06:31 AM 6/7/2005, you wrote:
Sheena, got your message. Yes, LCG Dev. Is residential. The LKC is commercial. Will give you a contact on Tuesday to discuss further if needed. Thanks for our attention on this.

Andrea L. Spencer
469-826-6337

Sheena Suber
Certification Specialist
817) 640-0606 phone
817) 640-6315 fax
www.nctrca.org

Date: Fri, 3 Jun 2005 16:37:36 -0500
From: andrealkc@grandecom.net
To: Sheena Suber <ssuber@nctrca.org>
Subject: Re: NCTRCA - request for add'l info #16184
User-Agent: Internet Messaging Program (IMP) 3.2.3
X-Originating-IP: 70.247.27.10
X-Antivirus: Scanned by Vexira Antivirus 1.0.6
X-MIME-Autoconverted: from 8bit to quoted-printable by mx1.lsn.net id j53Lbb8A029905
X-Spam: [F=0.0100000000; heur=0.500(-18000); stat=0.010; spamtraq-heur=0.500(2005060307)]
X-MAIL-FROM: <andrealkc@grandecom.net>
X-SOURCE-IP: [66.90.130.73]
X-Loop-Detect:1
X-DistLoop-Detect:1

Thanks Sheena for yor communication. I tried to return your call be will give info by email:

1. LKC (development Company) - Construction management, property management, consulting services; residential and commercial

2. W2 - will put my hands on it and have to you by monday 6/6/05.

Should there be any additional information needed, feel free to contact me.

Andrea Spencer
469-826-6337

~~[illegible]~~ commercial only?
LCG Already cert for commercial

Quoting Sheena Suber <ssuber@nctrca.org>:

>
>
> Greetings and Good Afternoon,
>
>
> I am Sheena Suber and I am the certification specialist which will be
> finalizing your file for certification. I have reviewed your
> documentation submitted and there is one item that was not submitted with
> the last request for additional information.
>
>
> - 2004 W2 forms for owner
>

>
> I did receive your 2004 personal taxes but, the W2 form(s) for
> you were not included in that information. If you would forward
> that to me I will be able to complete your file. I see no concerns
> so as soon as I receive the document I can issue you a certificate.
> Should you have any questions please feel free to contact me at
> 817-640-0606 or via email at ssuber@nctrca.org.
>
>
> Best Regards,
>
>
> Sheena Suber
>
> Certification Specialist
>
> 817) 640-0606 phone
>
> 817) 640-6315 fax
>
> www.nctrca.org
>
>
>
>
>

To: andrealkc@grandecom.net
From: LaRhonda Hytchye <lrogers@nctrca.org>
Subject: NCTRCA - Request for add'l info #16184
Cc:
Bcc: Sheena Suber
Attached: C:\Documents and Settings\User\My Documents\16184.doc;

April 18, 2005

Andrea Spencer
LKC Dallas (The)
1409 S. Lamar Street, #703
Dallas TX 75215

RE: D/M/WBE Certification Affidavit No. 16184

Dear Ms. Spencer:

Thank you for your interest in the Agency's Disadvantaged, Minority and Woman-Owned Business Certification program. We have received your certification affidavit (application) and have made its initial review. However, we find that in order to complete the certification process additional information/documentation is needed. Please provide the items marked on the attached list.

Make sure you include the certification affidavit number shown above in all your correspondence.

We will retain your file open for the next two (2) weeks. Failure to provide the requested information and/or documentation may result in our being unable to continue to process your application.

Please contact me at metro (817) 640-0606 if you have any questions. We appreciate your interest and look forward to your response.

Very truly yours,

LaRhonda Hytchye
Certification Specialist
624 Six Flags Drive, Suite 216
Arlington, TX 76011
(817) 640-0606 - office
(817) 640-6315 - fax

ATTACHMENT/*addl1*

North Central Texas Regional Certification Agency
REQUEST FOR ADDITIONAL INFORMATION

Thank you for your cooperation. If you do not have or unable to provide the information / documentation requested, please explain.

Name of Company: LKC Dallas (The) **Aff. #** 16184

N/A	Current years, plus two years business federal tax returns (all schedules) – new firm
_R_	Proof of U.S. citizenship or permanent residency status (U.S. passport, Alien Resident card, etc.)
_√_	Proof of ethnicity / race (Driver's license, tribal card. Etc.) – *for owner (enlarge & lighten photo)*
_R_	Resumes of owner(s) and key personnel
_R_	Copies of bank signature cards and corporate resolution
_R_	Copies of arrangements, such as rental, etc.
___	License or authorization to do business
___	Payroll register for last quarter
_√_	Proof of capital investment
___	Separate Marital Agreement
_√_	Assumed name certificate
___	Copy of Partnership Agreement
___	Articles of Incorporation, with State approval date
___	Complete copy of Corporation Bylaws and Certificate of Incorporation
___	Front and back copies of all issued and voided stock certificates (not a specimen)
___	Minutes of first corporate organizational meeting, last annual meeting and all resolutions affecting ownership
___	Proof of stock purchase (i.e., cancelled check)
___	Complete copy of stock Transfer Ledger
_√_	PNWS documentation – *2004 personal taxes, W-2's (for you & your spouse)*

Comments:

* Please provide all documentation that has a check (√) beside it as soon as possible. *

624 Six Flags Drive, Suite 216, Arlington, TX 76011 * Metro (817) 640-0606 * Fax (817) 640-6315

NCTRCA DETAILED CLIENT REPORT

Affidavit_Number: 16184 **Date:** 4/13/2005 **Cert_Specialist:** Sheena Suber

Priority: N **NDate:** **PDate:** **PSource:**

Firm: LKC Dallas (The)
Address1: 1409 S. Lamar Street, #703
Address2:
City: Dallas **State:** TX **Zip:** 75215 **County:** Dallas
Phone: 4698266337 **Fax:** 2144851684
Contact: Andrea Spencer **Title:** Owner **Email:** andrealkc@gr
☐ **Accept Credit Cards**
Tax_ID: 251907183

Structure: Sole Proprieter **Ethnic_Code:** B **Sex:** F
Cert Description: **Complete_Date:** 6/21/2005 **Cert_Status:** Non-Resp
Expire_Date: **Cert_Type:** **Site Review:**
Certification_Num: **Year_Established:**
Avg_Gross_Rev: **Bonding_Capacity:** **Total_Employed:**
Percent_BLK: 0 **Percent_HIS:** 0 **Percent_WHT:** 0 **Percent_NA:** 0
Percent_AI: 0 **Percent_AP:** 0 **Percent_Other:** 0
Comments: 4/13/05 PNWS. Ltr. 1 requesting ethnicity (eni & lig), capital, assumed name certificate and

CommID	*M*	*LetterType*	*SentDate*	*Due Dte*	*Received*	*Responded*	*SavedAs*
131289	■	Non-Responsive N	6/21/2005	7/21/2005			
128797	■	Additional Informati	4/18/2005	5/2/2005	4/21/2005		

Box 5
NR - Dec 2005