Form 1024
(Rev. April 1984)
Department of the Tressury

Application for Recognition of Exemption Under Section 501(a) or for Determination Under Section 120

OMB No. 1545-0057

Every organization must furnish the information specified. If any organization does not submit the information and financial data required, this application will not be considered on its merits, the organization will be notified accordingly, and the application may be returned. If you need more space for any item, you may attach additional statements. Show your name and employer identification number on all attachments.

Except as shown below, applicants must complete Parts I through IV. In addition, an organization must complete the schedule indicated below that relates to the Code section under which it is applying. If a part or a line item does not apply enter "N/A." Central organizations applying for a group exemption letter—See Rev. Proc. 80–27, 1980–1 C.B. 677, or later revisions; or

Central organizations applying for a group exemption letter—See New Proc. of Letter and Service offices. get Publication 557, Tax Exempt Status for Your Organization, available free at most Internal Revenue Service offices.

This application, if approved, will be open to public inspection. (See General Instructions.)

You must have an organizing instrument, if you do not have an organizing instrument, do not file this application.

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Check the appropriate box below to indicate	the section under which you are a	applying.					
Section 501(c)(2)—Title holding corporations (Sched	uis A, page 6)	organizations), or local associations of employees					
	Section 501(c)(2)—This intering corporations (contents of property of section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees						
(Schedule B, page 5)	ot considerations (Schodula C. maga 7)						
Section 501(e)(5)—Labor, agricultural, or horizoltural	el organizations (Schedule C. page 7)						
Section 501(c)(6)—Business leagues, chambers of ca	Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 7)						
Section 501(c)(7)—Social clubs (Schedule D, pages 7	and by	- headle to members (Schedule F 1200 R)					
Section 501(c)(8)—Fraternal beneficiary societies,	ere., providing tire, sick, socialist of outs	i pettetire to minusons formeren et bese al					
Section 501(c)(9)—Yoluntary employees' beneficiary	associations (Schaulle F, page 3)	nt or other benefite (Schedule F. mass 8)					
Section 501(e)(10)—Demastic fratamal sociation, or	AGIS' GIC" LIGHT BLOAKERING INC. SECR. GETTING	ine mutual or economistics felenhore companies. Of					
Section 501(c)(12)—Benevolent life insurance associative organizations (Schedule 6, 1	iations, mittier enter or umgation compan- bages 9 and 10)	too, mutual of cooperative cooperation companies					
Section 501(c)(13)—Completies, crematoria, and like	corporations (Schadula H, page 10)						
Continue COLICA (15)	essociations, other than life or marine (No :	Schedule required)					
Cooking EA1 (a) (17) Touch amplifing for the payme	ent of europlemental unemployment comper	isation benefits (Schedule I, page 11)					
Section 501(c)(19)—A post, organization, auxiliary u	mit, etc. of past or present members of t	he Armed Forces of the United States (Schedule J.					
page 12)							
Section 501(c)(20)—Trust/organization for pre-paid g	group legal services (Parts I, II, and Schedu	le M, page 13)					
Section 120—Qualified group legal services plans (P.	arts 1, 11, and Schedule L, page 13)						
Part I.—Identification (See Instructions)							
1(a) Full name of organization		1(b) Employer identification number (if none, see specific instructions)					
Dallas Safari Club Inc.		51-0157792					
2(a) Address (number and street)	0000	·					
TWIN TOWERS SOUTH STE 770 8	8585 Stemmons						
2(b) City or town, county, State, and ZIP code	3 Name and telephone number tacted during business hours	(Including area code) of person to be con- if more information is needed					
Dailor Tx 75247	John Fortner 214-6	-30-1453					
4 Month the annual accounting period ends		6 Activity codes (see back cover)					
LUNC	August 14, 1974	286 602 379					
7 Has the organization filed Federal income tax ref	turns or exempt organization inform	nation returns? 🖸 Yes 🔲 No					
If "Yes," state the form number(s), years filed,	and Internal Revenue office where	filed					
kn (NEB) ALL 940 TS	4 BFF 4402 2 INI	e orl, stheten					
Part II.—Type of Entity and Organizational	Documents (See instructions)						
Check the applicable entity box and attach a co	informed copy of the organization's	organizing document and bylaws.					
Under the penalties of perjuny, I declare that I am su this application, including the accompanying statements, instructions.)	thorized to sign this application on behi and to the best of my knowledge and be and to the best of my knowledge and be	off of the above organization and I have examined elief it is true, correct and complete. (See General					
	(Title or suthority of	signer) (Date)					

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Part III.—Activities and					
If "Yes," state the name	of each prede	essor, the period	decessor(s)?	☑ Yes	□ No
	SEE	Апаснер	EXHIBIT 3	_	
2 Are you now or do you p	rganization as			Yes	□ Ņo

SEE ATTACHED EXHIBIT 4

SEE ATTACHED EXHIBIT 5

4 What are or will be the organization's sources of financial support? List in the order of size beginning with the largest source. _ :

1. Annual Fundraiser

2. Memberships

3. Other Denadions

³ Give a detailed narrative description of the organization's past, present, and proposed future activities, and the purposes for which it was formed. The narrative should identify the specific benefits, services, or products the organization has provided or will provide. If the organization is not fully operational, explain what stage of development its activities have reached, what further steps remain for it to become fully operational, and when such further steps will take place. (Do not state the purposes and activities of the organization in general terms or repeat the language of the organizational documents.) If you are engaged in any business or fund raising activity, describe in detail the nature and the scope of the activity. Attach copies of any agreements with other parties related to conducting the business or fund raising activity. State how each business activity engaged in contributed importantly to your exempt purposes.

Ferm 1024 (Rev. 4–84)	j.,			' 'j	•	Pago
	and Operational	Information (Con	tinued)			
		ts represent paymer		formed or to be pe	erformed?	Yes 🛛 N
If "Yes." state in	detail the amount r	eceived and the chai	acter of the service	es performed or to	be performed.	44
••••••••••				-		
					•	
			•			
		-1				
		ake, any payments (ieuningly for selat	· · · · ·	Yes 🔯 1
If "Yes," state in	detail the amount p	eld, the character of	the services, and t	o whom the payme		
or will be, made.						
	•					
2 State the purpos	e(s), other than pa	yment for services p	erformed or suppl	les furnished, for	which your funds a	re, or will b
spent.	1		'. A	· · · · · · · · · · · · · · · · · · ·	· 7	,
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		·			-11.2.110.	No. 34
3 Does, or will, any	/ part of your net in	come inure to the b	enefit of any privat	e snarencider or (uaiviausir []	105 X
If "Yes," explain	in deceii.				٠.	. 7
I		en e		to a second		· • =• ?;
'n			:	$\cdots q$		
14 Do you have a cluding provision	ny errangement to na for the payment	provide insurance of sick or death ben	tor members, trefits and pensions	er cependents, (and annuities)? .	or others (in-	Yes 🗔 I
if "Yes," describ	e and explain the	arrangement's eligib				
document and ea	ch type of policy iss	sed.				
	SEE AT	ACHEN) EXHIB	T10			
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•	• • •	diction of any public		euch as: Social W		Yes 🔯 i
If "Yes," submit	copies of all admir	nistrative opinions o	court decisions n	egarding this supe		~
as copies of appl	ications or requests	for the opinions or d	ecisions.			
16 Are you now or d	to you plan to be th	e lessee of any prop	erty, or the lessor	of property in whic		1
						Yes 🔲 I
		the amount of rent, attention there is the contract of the con				
Detween Jose Of		- '		•		
	SEE HI	MCHED ETHI	BIT II			
• :						
7 Have you spent o	or do you plan to sp	end any money atte	npting to influence	the selection, nor	nination, elec-	
tion or appointm	ent of any person t	to any Federal, State	, or local public of	ffice or to an office	in a political	V 10/1
		e amounts spent or				100 M
ti tes, expain	TOWN BING HOLES	- ameanin opent of	- se spont in oos	,		
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*** □ .			shown above?	
		ince the period e	36 Total liabilities and fund balances or net worth (line 34 plus line 35) Has there been any substantial change in any aspect of your financial activities s	
	<u> 3</u>		35 Total fund balances or net worth	•
2	'°		Fund Balances or Net Worth	on [
- - -	<u></u>		33 Other flebilities (attach schedule)	
	38		S2 Mortgages and notes payable (attach schedule)	•
	35		31 Contributions, gifts, grants, etc., payable	
T	3		90 Accounts payable	
0	30	:	soglijdel	
			S Satisfied States and Communication of States and Communi	
6	<u>z </u>		28 Other assets (attach schedule)	
	<u> </u>		So Depreciable and depletable assets (attach schedule)	oN
			- CS Other investments (statch schedule)	*****
	<u>z</u>		24 Mortgage loans (ettach schedule)	
			23 Corporate stocks (attach schedula) · · · · · · · ·	ON
			22 Bonds and notes (attach schedule)	σN
	<u>z</u>			
			20 Accounts receivable, net	
	S0		- · · · · · · · · · · · · · · · · · · ·	
	<u> 61 </u>			
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	<u> </u>		Belance Sheets detes detes	
kab Znibnii	1	ofsb Zninnigs8	Eutet	
	8T -		17 Total expenses (Ine 8 minus line 17)	
	71		16 Other expenses (attach schedule)	
	91		15 Depreciation and depletion	
	St ·		14 Rent Consolition and Capitalian in a contraction as	
	14		I guidanast	•
	<u>EI</u> .		12 Other salaries and wages	0
	<u> </u>			
	<u> </u>		17 Combenserion of officers, directors, and trustess (attach schedule)	E
	<u>ot</u> .		10 Disbursements to or for the benefit of members (statch schedule) · · · ·	
	<u>6</u> .		· · · · (sithedules against a structure and structure against a service and a service	Ì
l			8 seenegx3	I
	8 .		7 Other revenue (attach schedule)	1
	<u> </u>		6 Investment Income (see instructions) (alukedea decree)	1 .
	<u>-</u>		(b) Minus cost or other basis and sales expanse of assets sold (attach schedule)	
	<u> </u>		— (elubedas sold el estadora salas bas estadoras sold (estadoras sold estadoras sold estadoras sold estadoras sold estadoras e	1
1	_		(a) Gross amount received from sale of assets, excluding inventory items (attach	1
Ì			(d) Minus cost of sales (aftech schedule) (d)	1
	7		(e)thought a sectivities (e)though a mort amount at (a) (b)	1
1			(d) (diubadaz dastra) asistivitas asasisurd bedelessures.	
	3		purpose (attach schedule)	1
ļ	, I		2 (a) Gross amounts derived from activities related to the organization's exempt	}
1			S Gross contributions, gifts, etc.	ē
	2	• • • • •	I Gross dues and assessments of members	I
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d Inemetal	Ja afit ni	sdf belisteb bas e	(if you prepare a statement of support, revenue, and expenses which is find a costitute you may submit that statement in place of this one.))
	6T	f	Wilhes holtes off 103 2000000 1	}
		in existence.	Note: Complete a statement for the current year.	}
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			FOIRM JOSG (ROV. 7-81)	!
Ted .			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

Schedule A Organization

escribed in section 501(c)(2) (Title holding

porations)

1 State below the complete name and address of each organization for which title to property is held and the number and class(es) of shares of your stock held by each organization.

NO ME

2 If within the past five years shares of stock in your organization have been held by persons other than organizations listed in 1 above, list below the names and addresses of these persons. Also, show the number and class(es) of shares of capital stock held by each person, the years held, the dividends payable in each year and the dates paid.

NIC NE

State whether the net annual income is or will be turned over to the organization for which title to property is held and if not, the purpose for which the income is or will be held.

NNA

State the purpose(s) of each organization for which title to property is held as shown in its governing instrument and the Code section(s) under which each is classified as exempt from Federal income tax.

Schedule B

Organizations described in section 501(c)(4) (Civic leagues, social welfare organizations (including posts, councils, etc. of veterans' organizations not qualifying or applying for exemption under section 501(c) (19)) or local associations of employees.)

- Have you engaged in or do you plan to engage in any activities on behalf of or in opposition to any candidate If "Yes," describe in detail the nature and extent of the activities.
- 2 Has the Service previously issued a ruling or determination letter recognizing you (or any predecessor organization listed in item 1 of Part III) to be exempt under section 501(c)(3) and later revoked that recognition of exemption on the basis that you (or your predecessor) were carrying on propaganda or otherwise attempting If "Yes," indicate the earliest tax year for which recognition of exemption under section 501(c)(3) was revoked.

3 Do you perform or do you plan to perform (for members, shareholders, or others) particular services, such as maintaining the common areas of a condominium, buying food or other items on a cooperative basis, providing recreational facilities or transportation services, job placement, or other similar undertakings? If "Yes," explain the activities in detail, including income realized and expenses incurred. Also, explain in detail the nature of the benefits to the general public from these activities. (If the answer to this question is explained in Part III (pages 2, 3, and 4), enter the page and item number here.)

☐ Yes

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er and	4 If you are claiming exemption as a local association of employees, state the name and address of each employer whose employees are eligible for membership, give the address of each plant or office.
d in :1 stock	Organizations described in sections 501(c)(5) (Labor, agricultural, including fishermen's organizations or horticultural organizations) and 501(c)(6) (Business leagues, chambers of commerce, etc.) 1 Describe any services you perform or plan to perform for members or others. These services may include furnishing credit reports, collecting accounts, inspecting products, conducting advertising, buying or selling merchandise or other similar under takings. (If the description of the services is contained in Part III (pages 2, 3, and 4), enter the page and item number here.
if not,	
	2 Submit representative copies of any publications (newsletters, trade journals, yearbooks, membership directories, etc.) distributed to members or other interested parties. 3 Fishermen's organizations only.—What kinds of aquatic resources (not including mineral) are cultivated or harvested by thos
nd the	eligible for membership in your organization? (Fishermen's organizations are eligible only for tax years ending after December 31, 1975.)
posts, 501(c)	4 Labor organizations only.—If you are organized under the terms of a collective bargaining agreement, attach a copy of the
201(c)	latest agreement.
· No	Schedule D Organizations described in section 501(c)(/) (Social Clubs) 1 Have you entered or do you plan to enter into any contract or agreement for the management or operation of your property and/or activities, such as restaurants, pro shops, lodges, etc?
□ No	DNA
<u></u>	2 Do you seek or plan to seek public patronage of your facilities by advertisement or otherwise?
□ No	DNA

Sc	Schedule D. (Continued			,,, <u>.</u>
3(a)	Are nonmembers other than guests of members permitted or will they be permitted ties or participate in or attend any functions or activities conducted by the organizal if "Yes," describe the functions or activities in which there has been or will be nonmadmittance. (Submit a copy of your house rules, if any.)		Yes	□ No
	Movember of non-members of solling to a soll	: .		
	from by puch a hald orderly inch			
	Does not apply as 5016	(4)	•	
(c) (d)	b) State the amount of nonmember income included in Part IV, lines 3 and 4 c) Enter the percent of gross receipts from nonmembers for the use of club facilities of the percent of gross receipts received from investment income and nonmem facilities of the purposes of this part of question 3, includes all income other than initiative colved from unusual transactions, such as from the sale of club owned real estate.	er use of the club's	ital, and	% emounts
4(a)	a) Does your charter, bylaws, other governing instrument, or any written policy state zation contain any provision which provides for discrimination against any person color, or religion?	ement of your organion the basis of race	Yes	☑ No
(b)	b) If "Yes," state whether or not this provision will be kept.			
(d (e	(c) If you have such a provision which will be repealed, deleted, or otherwise stricken from state when this will be done	ased to apply	. :	
Ş	Schedule Organizations described in sections 501(c)(8) or 501(c)(10) (Fra	ernal societies, orders, o	Yes	(attons)
1 /	Are you a college fraternity or sorority or chapter of a college fraternity or sorority? . If "Yes," read the instructions for Schedule E before completing any more of this Sched			
2 i	Does (or will) your organization operate under the lodge system?	nization operating under	Yes	□ No
3 1	In the case of a subordinate or local lodge, etc., attach a certificate signed by the set the seal of the organization, certifying that the subordinate lodge is a duly constitute the parent body.	a body operating ander the		
_	In the case of a parent or grand lodge, attach a schedule for each subordinate lodge and address, (b) the number of members in it, and (c) how often it holds periodic	in active operation showinger.	ng: (a)	ts name
	DNA			
	Schedule F. Organizations described in section 501(c)(9) (Voluntary employee	yees' beneficiary assoc	iations)	
ī	Describe below the benefits available to members.	-		
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	<i>i</i>			

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· (2	Schedule F (Continu
2	Are any employees or classes of employees entitled to benefits to which other employees or classes of employees are not entitled?
	DUA
	·
3	State the total number of persons entitled to receive benefits (do not include dependents of employees)
4	State the number of persons, if any, other than employees and their dependents (for example, the proprietor of a business whose employees are members of the association) who are entitled to receive benefits
5	Attach sample copies of all types or classes of policies or certificates of membership issued on behalf of the association. Schedule G: Organizations described in section 501(c)(12) (Benevolent life insurance associations, mutual ditch irrigation companies, mutual or cooperative telephone companies, or like organizations)
_	For each annual accounting period that you are claiming exemption attach a schedule listing: (a) The total amount of gross income received from members or shareholders. (b) The total amount of gross income received from other sources. (Do not net amounts due to or paid to other sources again amounts due from or received from them.) (c) For cooperative telephone companies only, the total gross amounts of income received from nonmember telephone companies for performing communication services which involve your members for each tax year beginning after December 1974.
	If you are claiming exemption as a local benevolent insurance association, state: (a) The counties from which members are accepted or will be accepted.
	* NIZ
	(b) Whether stipulated premiums are or will be charged in advance or whether losses are or will be paid solely through assessments.
-	
	en de la companya de La companya de la co
3	If you are claiming exemption as a "like organization," explain how you are similar to a mutual ditch or irrigation company a mutual or cooperative telephone company.
	•
-	en de la companya de La companya de la co
4	Are the rights and interests of members in your annual savings determined in proportion to their business with you?
4	
_	with you?

ų.	Schedule He Organizations described in section 501(c)(13) (Cemeteric Prematoria, and like corporations)	
1	Attach the following documents: (a) Complete copy of sales contracts or other documents, including any "debt" certificates, involved in acquiring or crematorium property. (b) Complete copy of any contract you have that designates an agent to sell your cemetery lots. (c) A copy of the appraisal (obtained from a disinterested and qualified party) of the cemetery property as of the date	
2	Do you have or do you plan to have a perpetual care fund?	
	land, etc.).	
	T) 1/4	
	D N A	
_	If you are claiming exemption as a perpetual care fund for an organization described in section 501(c)	
3	(13), has the cemetery organization for which funds are held established exemption under that section? Ye if "No," explain.	es 🗌 No
	·	
	•	
Ī	Schedule 1 Organizations described in section 501(c)(15) (Mutual insurance companies or associations life or marine)	other than
ī		es 🗌 No
	DN.	•
	·	
2	Do individuals other than policyholders have voting rights?	es 🗌 No
		•
	:	
		•.
	3 Do policyholders have the right to the return of premiums in excess of those amounts needed to cover expenses, losses, and reserves?	/es No
		٠
4	Attach a sample copy of each type of policy issued.	

provided for individ ain in detail below.	der proprietors, p		mpioyee per		p.c	
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4.0	NA					
n provide other bendalin in detail below.	efits in addition to	the supplements	al unemploym	ent compens	ation benef	its? . ment
	•					
٠						
a trust or a contrib	utor to the trust:	a brother or sis	iter (whole or	nait bioco),	a spouse, a	an ancest
ow that you will be.	or are considerin	g being, a party	to any of the	transactions	(or activitie	es) listed
e any compensation	n for personal ser	vices?			. 🔲 Yes	□ No
ase any securities	or other propertic	es from you? .			. 🗌 Yes	☐ No
e any of your incom	ne or corpus in a	ny other transact	tion?		· 🗌 Yes	☐ No
	after December 31, the trust or a contribution of such a creator or sow that you will be, it box. Give a detail we any part of your interest any part of your set any securities any securities or other	after December 31, 1959, did the trust of a contributor to the trust; of such a creator or contributor; or a now that you will be, or are considering wany part of your income or corpus? We any compensation for personal serve any part of your services?	after December 31, 1959, did the trust engage in any set trust or a contributor to the trust; a brother or sis of such a creator or contributor; or a corporation contributor to the trust; a brother or sis of such a creator or contributor; or a corporation contributor, or a corporation contributor. Give a detailed explanation of any "Yes," or "wany part of your income or corpus?	after December 31, 1959, did the trust engage in any of the transactive trust or a contributor to the trust; a brother or sister (whole or of such a creator or contributor; or a corporation controlled directly now that you will be, or are considering being, a party to any of the directly box. Give a detailed explanation of any "Yes," or "Planned," and wany part of your income or corpus? We any compensation for personal services? A say part of your services?	after December 31, 1959, did the trust engage in any of the transactions listed be trust or a contributor to the trust; a brother or sister (whole or half blood), of such a creator or contributor; or a corporation controlled directly or indirectly now that you will be, or are considering being, a party to any of the transactions it box. Give a detailed explanation of any "Yes," or "Planned," answer in the wany part of your income or corpus? The any compensation for personal services? The any part of your services? The any securities or other properties from you?	after December 31, 1959, did the trust engage in any of the transactions listed below with a se trust or a contributor to the trust; a brother or sister (whole or half blood), a spouse, a of such a creator or contributor; or a corporation controlled directly or indirectly by such a size trust or a catellide explanation of any "Yes," or "Planned," answer in the space below any part of your income or corpus? " box. Give a detailed explanation of any "Yes," or "Planned," answer in the space below any part of your income or corpus? " any part of your services? " any part of your services? " any securities or other properties from you? " Yes any of your income or corpus in any other transaction? " Yes any of your income or corpus in any other transaction? " Yes

Schedule K. Organizations described in section 501(c)(19) (War veterans' organizations—a war veterans' post or organization, auxiliary units or societies for a war veterans' post or organization, and trusts or foundations formed for the benefit of war veterans' posts or organizations).

For purposes of section 501(c)(19), a war veteran is a person who served in the armed forces of the United States during the following periods of war: April 21, 1898, through July 4, 1902; April 6, 1917, through November 11, 1918; December 7, 1941, through December 31, 1946; June 27, 1950, through January 31, 1955; and August 5, 1964, through May 7, 1975.

Are you a war veterans' post or organization?		
(a) Fire the rest membership at less as a comment of		
(b) Enter the number of your members who are war veterans as defined above		
(c) Enter the number of members who are former members of U.S. armed forces, present members of the U.S. armed forces or cadets (include students in college or university ROTC programs or at armed services academies only), or spouses, widows, or widowers of war veterans		
(d) Do you have a membership category other than the ones set out above?		
· •		
Are you an auxiliary unit or society of a war veterans' post or organization?	,Yes	□ No
(a) Are you affiliated with and organized according to the bylaws and regulations formulated by an exempt war veterans' post or organization?	Yes	□ No
(b) How many members do you have?		
(c) How many are war veterans themselves, spouses of war veterans, or persons related to a war veteran within two degrees of blood relationship? (Grandparents, brothers, sisters, and grandchildren are the most distant relationships allowable.).		
(d) Are all of the members themselves members of a war veterans' post or organization, or spouses of members of such a post or organization, or are related to members of such a post or organization within two degrees of blood relationship?	•	□ No
3 Are you a trust or foundation organized for the benefit of an exempt war-veterans' post or organization?_ If "Yes," complete (a) and (b) and check "No," for lines 1 and 2.	Yes	□ No
(a) Will the corpus or income be used solely for the funding of an exempt war veterans' organization (including necessary related expenses)?	Yes	□ No
<i>'</i>		
(b) If the trust or foundation is formed for charitable purposes, does the organizing document contain a dissolution provision as described in section 1.501(c)(3)-1(b)(4) of the Income Tax Regulations?.	· 🗆 Yes	□ No

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OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION OF

North Texas Safari Club International, Inc.

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Incorporation for the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated August 14

19.74

Secretary of State

ARTICLES OF INCORPORATION

CF

NORTH TEXAS SAFARI CLUB INTERNATIONAL, INC.

We, the undersigned natural persons of the age of twenty-one (21) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators of a comporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the corporation is NORTH TEXAS SAFARI CLUB INTERNATIONAL, INC.

ARTIGLE TWO - ...

The corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The purposes or purpose for which the corporation is organized are:

- A. For charitable, educational and scientific endeavors, undertakings and sponsorships, including, but not necessarily limited to, financial support to organizations that qualify as exempt under Section 501 (c) (3) of the U.S. Internal Revenue Code of 1954.
- B. To specifically encourage and promote the development, _
 preservation, propagation, conservation and well being
 of endangered species of wildlife; to train, educate and
 otherwise cultivate skilled personnel, including but not
 limited to the members of this corporation, in the science
 and culture of such development, preservation, propagation,

conservation and well being of endangered species of wildlife, as well as in wildlife management and conservation in general.

- C. To receive property by gift, devise or bequest, subject to the laws regulating the transfer of property by will, gift or endowment, and further subject to the laws regulating non-profit corporations, and still further, subject to the intents, purposes and laws of the State of Texas governing the ownership and disposition of such property, real or personal.
- D. To sell, convey, exchange, lease, mortgage, encumber, transfer on trust, or otherwise dispose of, any such property, both real and personal, as the objects and purposes of the corporation may require, subject to such limitations as may be prescribed by law.
- E. To make and perform contracts in furtherance of the purposes of this corporation.
- F. To qualify, to carry on its non-profit activities in any other state, territory, dependency, or foreign country, and to conduct its non-profit activities within or without the State of Texas.

ARTICIE FIVE

The corporation shall have as members such persons as shall subscribe to and support the purposes and activities of the corporation, and the board of directors shall have the power to provide for the admission of persons to one or more classes of membership, and the terms and conditions of any such class of membership.

ARTICLE SIX

Except to the extent that such power may be modified or divested by the action of members representing a majority of the membership in good standing, taken at any regular of special meeting of the membership, the power to adopt, after, amend or repeal the by-laws of the corporation shall be vested in the Board of Directors.

ARTICLE SEVEN

The street address of the initial registered office of the corporation is 3444 Northeven Road, Dallas, Texas 75229, and the name of its initial registered agent at such address is Wayne B. Preston.

ARTICLE EIGHT

The number of directors constituting the Board of Directors of the corporation is not less than twelve (12) and the names of the persons who are to serve as the initial Board of Directors are:

C.J. Bender, 3525 Turtle Creek Blvd., Dallas, Texas Wilson H. Brown, 5329 Surrey Circle, Dallas, Texas Wilson W. Crook, Jr., 3208 Caruth, Dallas, Texas Wilson W. Crook, Jr., 3208 Caruth, Dallas, Texas Van C. Ellis, 4814 Crooked Lane, Dallas, Texas Kenneth Force, 10655 Royal Springs, Dallas, Texas H. A. Lawrence, 610 Town Creek, Dallas, Texas C.B. Mahaney, 3509 Hillbrook, Dallas, Texas Dr. Virgil M. Payne, Jr., 3400 Beverly Drive, Dallas, Texas Wayne B. Preston, 3444 Northaven Road, Dallas, Texas Hal S. Robinson, 3035 Citation, Dallas, Texas Vernon S. Smith, 636 Kessler Lake Drive, Dallas, Texas Dr. Robert E. Speegle, 4645 Beverly Drive, Dallas, Texas

The directors named in these Articles of Incorporation 2s the first Board of Directors shall hold office until the first annual meeting of the members, at which time an election of directors shall be held, or until their successors are elected. Thereafter, the term of office of each director shall be one (1) year and until the annual meeting of the members following his election and until the qualification of the successor in office of such director, or as otherwise determined by the by-laws of the corporation.

ARTICLE NINE

The name and street address of each incorporator are:

Art B. Clifton, 3818 Vincerest, Dellas, Texas Troy J. Standifer, 800 College Blvd., San Antonio, Texas K.E. Cohlmin, 9447 Green Terrace, Dellas, Texas

ARTICLE TEN

Anything to the contrary notwithstanding, the purposes for which this

corporation is organized are limited to such as will qualify it as an exempt organization under U.S. Internal Revenue Code S501 (c) (3), including, for such purposes, the making of distributions to organizations that qualify as tex-exempt organizations under said Code.

This corporation shall not, as a substantial part of its activities, carry on propaganda or otherwise attempt to influence legislation. This corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE ELEVEN

This corporation shall make distributions at such times and in such manner as not to subject it to tax under S4942 of the Internal Revenue Code of 1954; the corporation shall not engage in any act of self-dealing which would be subject to tax under I.R.C. S4941; the corporation shall not retain any excess business holdings which would subject it to tax under I.R.C. S4943; the corporation shall not make any investments which would subject it to tax under I.R.C. S4944; and the corporation shall not make any taxable expenditures which would subject it to tax under I.R.C. S4945. All references herein to specific sections of the Internal Revenue Code of 1954, as amended, shall be construed to include corresponding-provisions of any subsequent or amended Federal tax laws.

ARTICLE TWELVE

No part of the net earnings, properties, or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual firm, or any member or director of this corporation, and on liquidation or dissolution, all properties and assets of this corporation remaining after paying or providing for all debts and obligations shall be distributed and paid over to such fund, foundation, or corporation organized and operated for charitable or religious purposes as the Board of Directors shall determine, and as shall at the time qualify as a tax-exempt organization under Internal Revenue Code 5501 (c) (3) as it now exists or as the same may hereinefter be amended.

IN WITNESS WHEREOF, we have hereunto set our hands as THE STATE OF TEXAS COUNTY OF DALLAS with, a Notary Public in and for the said County and State. do hereby certify that on this the 29 . 1974, personally appeared before me ART B. CLIFTON, TROY J. STANDIFER and K.E. COHLMIA, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as Incorporators, and that the statements therein contained are true. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written. ...

L.S.

BYLAWS
OF
DALLAS SAFARI CLUB

ARTICLE I

The name of the organization shall be: DALLAS SAFARI CLUB, hereinafter referred to as "the Club".

ARTICLE II PURPOSES

- A. To promote good fellowship among those who love the outdoors and the sport of hunting.
- B. To promote the conservation of the wildlife of the world through selective trophy hunting.
- C. To help conservation efforts by supporting worthwhile projects, both orally and financially, when possible.
- D. To educate our young in the safe and proper use of firearms and to interest them in conservation and preservation of the habitat and wildlife which are our natural heritage.
- E. To share the latest hunting experiences and information of our members so that other members may profit from same.
- F. To operate the association as a nonprofit organization originated for the enjoyment of the members, and with the thought in mind that perhaps we can be of assistance in helping to conserve and preserve the animals which we love to hunt today—for those who will come to love the sport tomorrow.
- G. To preserve the right of the hunter and fisherman to harvest the surplus wildlife under proper game laws and to conserve the wildlife for those who will want to hunt and fish later.

ARTICLE III FISCAL YEAR

The fiscal year of the Club shall be July 1 through June 30.

ARTICLE: IV: MEMBERS AND THEIR RIGHTS

Section 1. Classes of Members. There shall be two classes of members; regular and honorary.

Regular Members: Any person of good moral character and dedicated to the purpose contained in Article II, who submits an application on the form prescribed by the Board of Directors and who pays such fees and dues as are

Bylaws, Page Two

prescribed by the Board of Directors shall become a Regular Member upon their election by the Board of Directors.

Honorary Members: The Board of Directors shall identify such persons who are friends of the organization or otherwise deserving of special recognition and elect such persons honorary members. All honorary memberships shall expire at the end of each fiscal year unless re-elected by the succeeding Board of Directors. Honorary members shall be listed in the Club's membership directory, shall receive the Hunters Quest magazine, and shall pay no dues and shall not be entitled to vote.

Section 2. Voting Rights: Each regular Member who has paid his/her dues shall be entitled to cast one vote on each matter submitted to a vote of the members.

Section 3. Initiation Fees, Dues and Special Assessments: Initiation fees, dues, and special assessments of Regular Members shall be established by the Board of Directors.

Section 4. Termination for Cause: If any member acts detrimentally to Dallas Safari Club, his membership may be terminated upon a 2/3 vote of the Board of Directors. Upon termination, all of such member's rights and privileges shall cease.

Section 5. Resignation and Death: In the event of termination, resignation or death of any member, no dues shall be returned; however, in the event of death, the member's surviving spouse shall become a Regular Member for the remainder of the term for which such deceased member's dues have been paid.

ARTICLE V MEETINGS OF MEMBERS

Section 1. Annual Member's Meeting and Order of Business: The Annual Meeting of the members shall be held in April, or such other time as may be determined by the Directors. The order of business shall be:

- a. A complete report by the Treasurer.
- b. A review by the President of the year's activities
- c. Such old and new business as may properly come before the meeting
- d. Election of directors

Section 2. Nominating Committee: The Nominating Committee shall consist of the Immediate Past President (as Chairman) and such other members as he may select, who shall nominate one or more candidates for each vacancy on the Board of Directors at the Annual Member's Meeting. Additional nominations may be made by any Regular Member in attendance at the Member's Annual Meeting.

Bylaws, Page Three

- Section 3. Election of Directors: Upon the close of nominations for director, each Regular Member in attendance shall vote for the number of directors for which their is a vacancy. Those receiving the largest number of votes shall be elected.
- Section 4. Election of Officers: The Nominating Committee shall recommend a slate of officers to the Board of Directors which has been elected to serve the ensuing year. Such Board of Directors shall, as soon as practical after the Annual Member's Meeting, elect the officers for the ensuing year.
- Section 5. Eligibility: Each officer and director shall be a Regular Member but an officer does not necessarily have to be a director.
- Section 6. Installation Meeting: The new officers and directors shall be installed at the regular Chapter meeting held in June of each year.
- Section 7. Regular Meetings: At any regular meeting of the Club, such business shall be conducted as may be prescribed by the Board of Directors or that may properly come before the members.
- Section 8. Quorum: A quorum shall be 1/5 of the Regular Members who are not delinquent.
- Section 9. Presiding Officer: The presiding officer shall be the President and in his absence, the President-Elect, and in the event of the absence of both, the Immediate Past President.

ARTICLE VI BOARD OF DIRECTORS

- Section 1. Powers: The business of the Club shall be exercised by the Board of Directors.
- Section 2. Number: The Board of Directors shall consist of nine directors and such officers who are not also directors. If the President-Elect shall be a member of the Board of Directors at the time of his election, his office of director shall become vacant. All other officers who are also directors shall hold such office and directorship simultaneously.
- Section 3. Term: Each director shall serve for a term of three years unless he shall resign, become disabled or be removed (either for cause or absenteeism, as prescribed in the Bylaws.) Terms shall be staggered, with three positions becoming open each year with new directors elected annually for those whose terms have expired.
- Section 4. Vacancies: In the event of a vacancy on the Board of Directors, the remaining directors, by a majority vote, shall elect a successor for the unexpired term of the director whose place has become vacant, except in the event of a vacancy in the office of Immediate Past President, the Board of Directors shall, by majority vote, elect a successor for the unexpired term of the officer whose office has become vacant.

Bylaws, Page Four

- Section 5. Absent Directors: The office of any director who is absent for three consecutive, regular or special meetings of the Board of Directors shall become vacant. The Secretary shall immediately notify such director and the vacancy shall be filled in accordance with these Bylaws.
- Section 6. Past Presidents: Each past president of the Club shall be cordially invited to attend each meeting of the Board of Directors.
- Section 7. Meetings: The meetings of the Board of Directors shall be as determined by the Board of Directors, called by the President or called by any three directors.
- Section 8. Quorum: A quorum of the board of directors shall consist of 40% of the members.
- Section 9. Removal for Cause: Upon a 3/4 vote of a quorum of the Board of Directors, any director or officer may be removed for cause.

ARTICLE VII OFFICERS

- Section 1. Officers: The officers of the Club shall be the President, President-Elect, Immediate Past President, two Vice Presidents, Secretary, and Treasurer.
 - Section 2. Terms: Their term shall be for one year.

ARTICLE VIII EXECUTIVE COMMITTEE

- Section 1. Members: The Executive Committee shall be appointed by the President upon approval of the Board of Directors.
- Section 2. Meetings: Meetings of the Executive Committee shall be called by the President.
- Section 3. Powers and Duties: The powers and duties of the Executive Committee shall be to make recommendations to the Board of Directors and to act for the Board of Directors in cases where the exigencies of time and the best interests of the Club require immediate action.
- Section 4. Overruling Actions of the Executive Committee: Any action taken by the Executive Committee may be overruled by a majority vote of the Board of Directors.

ARTICLE IX AMENDMENTS

These Bylaws shall become effective upon their adoption except that the terms of the officers and directors for the fiscal year of their adoption shall not be affected.

The Dallas Safari Club (originally North Texas Safari Club, Inc. and later Safari Club International, Dallas Chapter) was formed primarily as a social organization of concerned sportsmen and sportswomen (hunters and fishermen) dedicated to the promotion of wildlife conservation, education of youth, maintaining and sustaining an outdoor heritage and generally promoting good fellowship among outdoorsmen.

The Club has monthly meetings in the Dallas area which are open to members, non-members, guests and their families. The typical meeting consists of a reception hour, dinner and a program, usually a talk or audio visual presentation by an invited guest speaker. A meeting of the Board of Directors may preceed the meeting if called.

Meeting places are alternated and the Club may meet at a hotel, gun club, museum, zoo or the like.

The Club annually conducts a banquet and fundraiser, which serves as a major social function and provides funds to cover the Club's operating expense and to donate to worthwhile conservation and education causes ((detailed nature and scope - copies of agreements). TO BE ADDED - Jerry Peterman

The Club co-published with the Houston Safari Club, a hunting magazine, Hunters Quest (sample copy enclosed).

DALLAS SAFARI CLUB 1981 - 82 OFFICERS (One Year Term)

OFFICERS

Mr. Steve Christenson Post Office Box 47723 Dallas, Texas 75247

Mr. Tom Anding 4320 Shady Hill Drive Dallas, Texas 75229

(Clem - Bates) (TOX DETENTION)

Mr. Charles K. Martezky, Jr. Post Office Box 47723 Dallas, Texas 75247

Mr. David Lott 3936 Centenary Dallas, Texas 75225

Mr. Ed Spencer 1244 Derby Drive Richardson, Texas 75080 OFFICE

President

President Elect

Vice President

Treasurer

Secretary

Past President

DALLAS SAFARI CLUB 1982 - 83 OFFICERS (One Year Term)

OFFICERS

Mr. Bob Bates 1345 Thunderbrook De Soto, Texas 75115

.C. Truman Clem, D.D.S. Route 3, Box 220 Lewisville, Texas 75056

Mr. William M. Flagg 2827 Nagle Street Dallas, Texas 75220

Michael Jones 2877 LBJ, Suite 175 Dallas, Texas 75234

Mr. Steve Christenson Post Office Box 47723 Dallas, Texas 75247

Mr. Marshall W. Smalling 1004 Mount Vernon Richardson, Texas 75081 OFFICE

President

President Elect

Vice President

Treasurer

Past President

Secretary

DALLAS SAFARI CLUB 1984 - 85 OFFICERS

OFFICERS

OFFICE

President Elect

One Year Term June 30 - July 1

Mr. Wyatt W. Dawson 5800 Steeple Chase Plano, Texas 75075

Richard C. Allen, D.D.S. 2440 North Josey Lane, #101 Carrollton, Texas 75006 Vice President

Mr. William M. Flagg 2827 Nagle Street Dallas, Texas 75220 Vice President

Mr. Robert H. Brown 4504 South Versailles Dallas, Texas 75205 Corporate Secretary

Mr. Charles K. Maretzky Post Office Box 47723 Dallas, Texas 75247 President

Mr. Larry E. Musick 7435 La Manga Dallas, Texas 75248 Treasurer

DALLAS SAFARI CLUB 1981 - 82 DIRECTORS

DIRECTORS	TERM OF OFFICE
Dr. Richard Allen 2404 North Josey Lane, #101 Carrollton, Texas 75006	1981-84
Mr. Steve Lewis Meadows Building, #119 5646 Milton Dallas, Texas 75206	1981-84
Mr. Tommy Caruthers Post Office Box 336 Denton, texas 76201	1981-84
Mr. Don Senter 410 North Shiloh Road Garland, Texas 75042	1979 - 82
Mr. Jud Dranguet 11300-North-Central-Expressway #521 Dallas, Texas 75243	1979-82
Mr. Jim Moon Post Office Box 111 Mesquite, Texas 75149	1979-82
Ms. Carla Peterman 3800 Centenary Dallas, Texas 75225	1980-83
Mr. Bill Flagg 2827 Nagle Dallas, Texas 75220	1980-83

DALLAS SAFARI CLUB 1982 - 83 DIRECTORS

DIRECTORS	TERM OF OFFICE
Dr. Richard Allen 2440 North Josey Lane, #101 Carrollton, Texas 75006	1981 - 84
Mr. Steve Lewis Meadows Building, #119 5646 Milton Dallas, Texas 75206	1981 - 84
Mr. Tommy Lee Caruthers Post Office Box 336 Denton, Texas 76201	1981 - 84
Mr. Max Murray 7411 Lynworth Dallas, Texas 75248	1982 - 85
Mr. Warren Landwermeyer 9610 Lanshire Dallas, Texas 75238	1982 - 85
Ms. Martha Spencer 1244 Derby Drive Richardson, Texas 75080	1982 - 85
Mrs. Carla Potermon 3800 Centenary Dallas Ta 75225	1980- 87
Mr. B.11 Flagg 2827 Nagle Dallas Tx 75220	1998-8}

DALLAS SAFARI CLUB

1983 - 84

OFFICERS () Ut 4 EN IL TENLOS)

OFFICERS

C. Truman Clem, D.D.S. Route 3, Box 220 Lewisville, Texas 75056

Mr. Charles K. Maretzky Post Office Box 47723 Dallas, Texas 75247

Mr. William M. Flagg 2827 Nagle Street Dallas, Texas 75220

Dr. Michael Jones 2877 LBJ, Suite 175 Dallas, Texas 75234

Mr. Bob Bates 1345 Thunderbrook De Soto, Texas 75115

Mr. Charles Burford 3010 Southland Center 400 Olive Street Dallas, Texas 75201

Mr. Marshall W. Smalling 1004 Mount Vernon Richardson, Texas 75081 OFFICE

President

President Elect

Vice President

Treasurer

Past President

Vice President

Secretary

DALLAS SAFARI CLUB 1983 - 84 DIRECTORS

DIRECTORS	TERM OF OFFICE
Mr. Warren Landwermeyer 9610 Lanshire Dallas, Texas	1982 - 85
Mr. Steve Lewis Meadows Building 5646 Milton, #119 Dallas, Texas 75206	1981 - 84
Dr. Richard C. Allen 2440 North Josey Lane Carrollton, Texas 75006	1981 - 84
Mr. Tommy Lee Caruthers Post Office Box 336 Denton, Texas 76201	1981 - 84
Mr. Max T. Murray 7411 Lynworth Dallas, Texas 75248	1982 - 85
Ms. Martha Spencer 1244 Derby Drive Dallas, Texas 75248	1982 - 85
Mr. H. W. (Hank) Denny Route 2, Box 271 Aubrey, Texas 76227	1983 - 85
Mr. David M. Etheridge, III 4100 Spring Valley Road, #203 Dallas, Texas 75234	1983 - 85

DALLAS SAFARI CLUB 1984 - 85 DIRECTORS

DIRECTORS	TERM OF OF	FICE
Mr. Thomas E. Anding 4320 Shady Hill Drive Dallas, Texas 75229	1984 - 87	
Mr. Tommy Lee Caruthers Post Office Box 336 Denton, Texas 76201	1981 - 85	
Mr. Hank W. Denny Route 2, Box 271 Aubrey, Texas 76227	1983 - 86	5
Mr. David M. Etheridge, I 4100 Spring Valley Road Suite 203 Dallas, Texas 75234	II 1983 - 86	
Mr. Warren Landwermeyer 9610 Lanshire Dallas, Texas 75234	1982 - 85	.
Mr. James P. Moon, Jr. Post Office Box 111 Mesquite, Texas 75149	1984 - 87	•
Mr. Max T. Murray 7411 Lynworth Dallas, Texas 75248	1982 - 85	5
Dr. Robert E. Speegle 200 King Lane, A-207 Garland, Texas 75042	1984 - 87	to the same.
Ms. Martha Spencer 1244 Derby Drive Richardson, Texas 75080	1982 - 85	i

C. Truman Clem, D.D.S. - Past President Route 3, Box 220 Lewisville, Texas 75056

There is only one class of membership.

There are no special requirements for membership other than the \$125.00 annual dues.

These are approximately 375 members of Dallas Safari Club at this writing.

All members have voting rights on any matter brought before the membership.

All members join voluntarily.

See membership form attached.

Application for Membership **Dallas Safari Club**

I hereby apply for membership	p:	
Name		Home Telephone Number
Home Address		Business Telephone Number
		Business Address
Name of Spouse		
· ·		My vocation and position is
	:	•
Birthplace	Date of Birth	Cilizen
Birthplace Enclosed is my check for \$125,	Date of Birth	Citizen es my membership and subscription to Hunters Quest
Birthplace	: Date of Birth which I understand include	Cilizen
Birthplace Enclosed is my check for \$125, PLEASE MAIL WITH CHECK	: Date of Birth which I understand include	Citizen es my membership and subscription to Hunters Quest

Upon liquidation or dissolution, after paying or providing for all debts or obligations, all properties and assets then remaining will be distributed and paid over to such charitable or religious fund, foundation or corporation which shall be named by the board and which qualifies as a tax exempt organization under Internal Revenue Service Code S501 (C)(3).

(See Article Twelve - Articles of Incorporation elsewhere in this packet).

PAGE'4, PART III, 13

Attached is a copy of the Dallas Safari Club Insurance policy summary as of July 18, 1984.

(Eligibility for Health Insurance Policy - John Fortner is a full-time employee of the Dallas Safari Club.)

DALLAS SAFARI CLUB (ALLAS ECOLOGICAL FOUNDATION (Includes Hunter Quest & TOLS)

Insurance policy summary July 18, 1984

	Comprehensive General Liability Insurance	\$500,000.00 Bodily Injury 100,000.00 Property Damage	\$	385.00 A:
	Workers Compensation	Standard Texas Policy		138.00 "
女	Fidelity Bond	\$50,000.00		334.00 3 3
	Officers & Directors Liability Policy	\$2,000,000.00	•	520.00 At
**	Umbrella Liability Policy	.\$1,000,000.00		350.00 AE
	Annual Banquet Policy (Covers Trophies)	\$900,000.00 Average Amount of value	2	,500.00 Avg
	Health Insurance Policy for John Fortner	\$1,000,000.00	2	,566. <i>0</i> 2 Ann

It is suggested that the Umbrella Liability policy be increased to \$2,000,000.00. Additional annual premium would be \$350.00

* Increase to \$ 100,000 -

* Increase to # 2,000,000

Dallas Safari Club is the Leesee of an office located at Twin Towers - South, #770, 8585 Stemmons, Dallas, Texas 75247 (214) 630-1453). The office is one room approximately 12' x 14' and houses standard office furniture and files (owned by Dallas Safari Club) and is maintained to conduct the routine affairs of the Club. Dallas Safari Club pays \$330.00 per month rent from ESP Executive Services Plus, Inc. for this office. Telephone answering and secretarial services are used as needed for additional fees.

The terms are month to month optional renewal. (See attached copy of Rental Agreement).

EXECUTIVE OFFICE

RENTAL AGREEMENT

THIS AGREEMENT entered	into this 29th	day of	April	<u> 19 83</u>	3_, by
THIS AGREEMENT entered and between ESP Executive called "Lessor" and	Services Plus, Dallas Safari C	Inc., a lub	Texas Corpo	ration,	herein herein
called "Lessee."		7.070.00			_

Whereas, Lessor operates a suite of executive offices herein called the "Executive Suite" located at 8585 Stemmons Freeway, Suite 770, Dallas, Texas 75247.

Now Therefore, in consideration of the mutual promises herein the parties agree as follows:

- 1. TERM Lessor rents to Lessee office number #17 within the Executive Suite. The initial term shall commence on June 01 , 19 83 and shall terminate on a date **The commencement date is the first day of a calendar month, otherwise such number of months after the first day of the first full calendar month following the commencement date. If lessee shall hold over after the initial term, this agreement shall be deemed to continue on a month to month basis. Lessee agrees to give thirty (30) days written notice prior to vacating.
- 2. RENTAL Lessee agrees to pay as rental for the office, plus included services, the sum of \$ 330.00 per month, payable monthly in advance on the first day of each month.
- 3. <u>SERVICES</u> The monthly rental shall include in addition to the office space the following services: receptionist area; receptionist eight (8) hours per day; telephone answering eight (8) hours per day without call screening; intercom; use of a conference room subject to availability and prior use by other tenants. The following services are available at extra charge at the rate set by Lessor from time to time: typing and other secretarial services, after satisfaction of \$70.00 per month minimum; use of copy machine; telephone call screening; postage meter; bookkeeping; automatic typewriter and mailing services.
- 4. PAYMENT Upon execution of this agreement Lessee agrees to pay the first and last month's rental in advance. If this lease should commence on a date other than the first day of the month, the prorated payment for the partial month shall also be payable upon execution hereof.
- 5. LATE CHARGES If monthly payments for rent or extra services are not paid by the tenth (10th) day of the month in which due, there shall be added to the amount due a service charge of five percent (5%) of the amount due. If a check tendered by Lessee is returned for insufficient funds, uncollected funds or stopped payment there shall be added a ten dollar (\$10.00) service charge.
- 6. <u>RESTRICTIONS</u> Lessee will not bring a typewriter into an Executive Suite without the prior approval of Lessor, nor will Lessee hire any secretary and/or typist to work in the Executive Suite at any time whether full or part time or during regular hours or after hours.

- 7. MASTER LEASE Lessee acknowledges that Lessor holds the Executive Suite under lease from the building owner and agrees to be bound by the rules and regulations of the building owner. Such rules and regulations will be made available by Lessor upon request. Lessee's name will be placed on a directory maintained by the building owner in the lobby. If the building owner charges for such listing, Lessor may pass on that charge to Lessee. Lessee shall use no other signs or advertisements in or about the building.
- 8. <u>UTILITIES</u> The rental paid hereunder shall include all utilities, including electricity and water. Heating and air conditioning shall be available at temperatures and at times provided by the building owner. Lessor shall provide all cleaning, repairs and maintenance for the office except that Lessee shall be responsible for a reasonable charge for damage caused by Lessee or his employees or invitees.
- g. USE Lessee agrees to use the rented space exclusively for office space. Lessee will not store or use in the office any machinery, chemicals or other matter that will increase the fire hazard, cause any noise, create any smell or use abnormally large amounts of electricity.
- 10. <u>DAMAGE</u> Lessor shall not be responsible for any damage to Lessee or his employees, invitees or property arising from fire, theft, acts of other tenants, water or weather. Each party shall be responsible for carrying such insurance as he deems advisable to protect his own interest.
 - 11. SUBLEASE Lessee shall not sublease or assign the leased office.
- 12. NUISANCE Lessee shall control his conduct and that of his employees and invitees in such a manner as to not create a nuisance nor interfere with or disturb Lessor or the other tenants of Lessor.
- 13. PROPERTY ON PREMISES All property left in the Executive Suite by Lessee shall be deemed abandoned to Lessor. Lessor shall have in addition to the statutory landlord's lien, a contractual lien upon all property brought onto the premises to secure amounts due hereunder, which lien shall be governed by the Uniform Commercial Code of Texas.
- 14. <u>COLLECTION</u> In the event that Lessor shall hire any attorney to collect any amounts due hereunder, the amount of such attorney's fees shall be added to the amount due.
- 15. RENTAL INCREASES In the event that the rent payable by Lessor to the building—owner is increased by any escalator clause for increased taxes,—insurance, maintenance or other reason, then Lessor may increase Lessee's rent by his pro rata share of such increase. Lessee's pro rata share shall be obtained by dividing the number of square feet rented by Lessee in the office by the total amount of square feet available for rent in the Executive Suite.
- 16. ENTIRE AGREEMENT This agreement shall replace all prior negotiations, agreements or representations and may only be modified in writing signed by the party to be bound.

- 17. <u>LOCATION</u> This agreement is executed and performable in Dallas County, Texas.
- 18. DEFAULT In the event the Lessee shall default in the prompt payment of rent when same is due, or violate, or omit to perform any of the provisions of the lease as herein written, or in the event the Lessee shall abandon the premises, or leave them vacant, Lessor may send written notice of such default to Lessee by mail or otherwise, to the demised premises, and unless Lessee shall completely cure said default within three (3) days after sending such notice, Lessor may re-enter the premises by summary proceedings, or by force, without being liable for prosecution therefore, take possession of said premises, and remove all persons or property therefrom, and may elect to either cancel this lease, or relet the premises and receive the rent therefor, which rent shall be applied first to the expenses incurred by Lessor in entering and reletting, and then to the payment of the rent due and payable under this lease, Lessee to remain liable for any deficiency which may result. shall specifically have the right to institute and maintain the statutory suit of Forcible Entry and Detainer in the proper Court, and obtain a writ for possession thereby. Lessor shall have the right to change locks at any time while a default has occurred and is continuing in addition to all other remedies hereunder.
- 19. EMPLOYEE REPLACEMENT COSTS Lessee acknowledges that Lessor expends substantial amounts of money to acquire employees for the services provided to Lessee, including employment agency fees and training costs. Lessee agrees that during the term of this lease and for a period of one year thereafter, Lessee will not hire or attempt to hire, on behalf of himself or any person or organization by whom he is employed, any employee of Lessor. This prohibition shall apply to all persons employed by Lessor at the time of hiring and any former employees who left the employ of Lessor within sixty (60) days prior to the date of hiring. Because of the difficulty of ascertaining damages for breach of this covenant, Lessee agrees that upon any breach hereof he will—pay—as -liquidated damages a sum equal to one month's pay for the hired employee at the rate paid for the last full month of employment with Lessor.

AGREED to as of the date first above written.

TLC Executive Suites, Inc. dba Executive Services Plus (Lessor)
By Ja Toiler
DALLAS SAFAZI CLUB (Lessee)
By EXECUTIVE DIRECTOR (Title)
John Individual