

Not Responsive

From: McLean, Sean (Cruz) [mailto:Sean_McLean@cruz.senate.gov]
Sent: Monday, May 04, 2015 3:02 PM
To: Davis, Anna
Subject: Re: BOTS Act

Anna,

I apologize but I'm going to be 15 mins late for the call if you will still be available. My meeting with Buzz Aldrin is running a Little longer than expected.

Best,

Sean

From: Davis, Anna [<mailto:adavis@ftc.gov>]
Sent: Friday, May 01, 2015 04:43 PM
To: McLean, Sean (Cruz)
Subject: RE: BOTS Act

Let's talk at 3 pm. Just call me at (202) 326-3207. Thanks, Sean!

From: McLean, Sean (Cruz) [mailto:Sean_McLean@cruz.senate.gov]
Sent: Friday, May 01, 2015 4:41 PM
To: Davis, Anna
Subject: RE: BOTS Act

No problem at all. I look forward to discussing it with you. Monday is fairly wide open outside of 2pm if there is a time that works best for you.

From: Davis, Anna [<mailto:adavis@ftc.gov>]
Sent: Friday, May 01, 2015 4:03 PM
To: McLean, Sean (Cruz)
Subject: RE: BOTS Act

Sean,

Sorry I took a while to get back to you. I've reviewed the draft and checked with a few folks and am happy to discuss at your convenience.

Hope you have a great weekend!

Best,

Anna

Anna Holmquist Davis

Attorney Advisor

Commissioner Maureen K. Ohlhausen

Federal Trade Commission

600 Pennsylvania Avenue, NW

Washington, DC 20580

(202) 326-3207

From: McLean, Sean (Cruz) [mailto:Sean_McLean@cruz.senate.gov]

Sent: Thursday, April 23, 2015 5:50 PM

To: Davis, Anna

Subject: BOTS Act

Hi Anna,

Hope all is well! We are considering introducing a slightly modified companion of the BOTS Act (HR 708). The bill would essentially make it an unfair and deceptive act and practice relating to the use of ticket access circumvention software. The bill would also grant private right of action and allow state attorneys general to help with enforcement. I wanted to reach out and see if there would be any concerns from an FTC perspective?

Best,

Sean

Sean McLean

Legislative Assistant

U.S. Senator Ted Cruz (R-TX)

sean_mclean@cruz.senate.gov

www.cruz.senate.gov

Get Cruz updates [here](#)



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

APR 20 2015

The Honorable Ted Cruz
United States Senate
961 J.J. Pickle Federal Bldg.
300 E. 8th Street
Austin, TX 78701

Re: FTC Ref. No. 14012141

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) of Austin, concerning her neighborhood homeowners association.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituent's concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); *see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale*

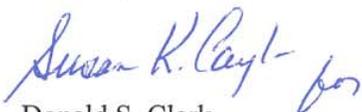
The Honorable Ted Cruz - Page 2

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

Although the Commission cannot represent your constituent directly, they may want to consider the possibility of obtaining appropriate relief through private legal action. Actions for breach of contract and fraud or misrepresentation may be brought under the common law of every state. All states also have deceptive practices acts (often referred to as "little FTC Acts") that may provide useful relief. Your constituent may wish to consult a private attorney for further details and advice regarding pursuing an action under state law.

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,

A handwritten signature in blue ink that reads "Susan K. Clark" followed by a small flourish.

Donald S. Clark,
Secretary of the Commission

Assocs., 103 F.T.C. at 174-83.

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); see generally *Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

14012141



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) Any Agency Needed

(b)(6)

Current Agencies

In addition, the office of SENATOR

CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

EMAIL ADDRESS: (b)(6)

HOME PHONE #: ()

WORK PHONE #: ()

CELL PHONE #: (b)(6)
MAILING ADDRESS

HOME OF RECORD (service members only):

DATE OF BIRTH: (b)(6)

(mm/dd/yyyy)

SOC SEC #:

VA CLAIM # (if applicable):

PASSPORT # (if applicable):

ALIEN REGISTRATION # (if applicable):

OTHER ID #: (if applicable, please indicate tax year(s) and form #)

FEDERAL TRADE COMMISSION
2015 APR 10 AM 9:15
CONG. CORRES. BRANCH

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? I have contacted Attorney General, other agencies and no one is willing to help.

(b)(6)

(Signature)

March 7, 2015

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You may submit your completed form and any other pertinent attachments by:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701
Fax: 512-916-5839
casework@cruz.senate.gov

March 7, 2013

Senator Ted Cruz,

My name is (b)(6) and I am writing about a serious issue with our Homeowners association in our neighborhood. I have lived here since 2005 and there has been many questionable things happen with our HOA since I started looking into things starting in 2010. I have contacted the Attorney General office, My areas DA office , went to the police station, contacted other agencies. The only resolve in this matter is to hire a private attorney that wants to charge me and my neighbors money that we cannot afford. We currently are in a position that our HOA has ran out of money (money just disappeared) with no answers and we are being threatened by the board that the might step in soon with fines because the common areas will not be maintained.

Several issues with (b)(6) (Associa) (2005-2014)

(b)(6)

Attorney : (b)(6) (2005-2014)

(b)(6)

Houston, Texas 77062

Phone: (b)(6)

Our Board has fired both of these agencies and has hired new agencies without regards to these issues ad without the neighborhoods consent (this was a void board to begin with)

The main issues our neighborhood :

Illegal liens that were lifted and not permanently removed (the lift was charged to the neighborhood)

overpayment in dues that the neighborhood will not be credited for charges to the Hoa that are not accounted for

no annual meetings

no annual elections

records were not legally filed with the clerk

our current board and attorney accused (b)(6)

company of mishandling our HOA funds

We basically ran our community with one Board member since 2012 because she said she was told by (b)(6)

not to have a board

(we have tried to have this board member removed but it always works in her

favor some how (she has been on board since 2009)

giving out information to me with other neighbors financials on them

I am going to start off by asking for help with the Lien that is on my home (many homes in the neighborhood) in the County Clerk's office in Brazoria County this lien has been lifted but not permanently removed (I would like it off my record)

There are several homes in my neighborhood that had liens on them and most liens were also lifted but not permanently removed.

Some of my neighbors even paid thousands of dollars to pay these liens before selling their homes (they were not aware they were illegal liens)

Our current Hoa deed restrictions and BYLAWS do not allow for liens or foreclosures in the neighborhood since 2005 . We have very standard generic restrictions that our current board is trying to change with a majority vote (much turmoil in the neighborhood)

Since these liens are public documents in the clerk's office , I will send a copy of everyones lien (some lifted, some paid off by neighbors)

There are people in our neighborhood that could not get their homes modified because of these liens and had to file bankruptcy before being foreclosed on.

Please help in this situation if possible, There is no agency to oversee HOA's and thats a huge problem that I would like to see changed.

Our board and new management company are currently trying to collect 272.00 per household for dues when legally they can only charge \$120.00

Our new Management company is trying to bill me for dues I did not pay for the amount of \$272.00 a year, I am telling (b)(6) (new management company) that I have overpaid for years so therefor I should have a credit and that statement is being ignored. I have currently sent our New management company (b)(6) two certified letters regarding this matter and I continue to be ignored by the board

and new management company. I have enclosed the amount they are trying to collect.

Thanks Again,

(b)(6)



(b)(6)

December 22, 2014

Dear Homeowners,

In anticipation of amending the deed restrictions, and as discussed at the Deed Restriction informational meeting, we are billing the first HOA assessment payment in the amount of \$95.00. When the deed restrictions are amended, we will have an additional \$95.00 billing in March and another one in June. In the event the deed restrictions are not amended, we will bill out the remainder of the \$120.00 at that time. → Legal Amount

If you have any questions comments or concerns, please do not hesitate to give (b)(6) (b)(6) a call. She can be reached at (b)(6)

Sincerely,

(b)(6)

they are currently trying to bill 95.00 x 3 = 285.00

The reason they are doing this is because if they get the proposed amount passed by 90 homes then they can go ahead and bill the 285.00

They are currently sending me a bill that they are asking me to pay that is more than 120.00 per year -

(b)(6)

Pearland, TX 77588

(b)(6)

February 25, 2015

(b)(6)

RE: Delinquent Assessments on (b)(6)

Dear (b)(6)

We have not yet received your assessment for this year. If there is some reason why you have not paid, or cannot pay, your assessments, please contact us at the address or telephone number listed above in this letter as soon as possible so we can work with you. Please let us hear from you within fourteen (14) days of the date of this letter. Thank you.

Your current outstanding balance with the association is:

ASSESSMENT	\$695.00
Late Fees	\$25.00
Total:	\$720.00

I paid my assessments of 1200 this year - but they are stating that I did not.

Your prompt attention to this matter would be greatly appreciated.

Important Notice of Your Rights:

If you are serving on active military duty, you may have special rights or relief related to this enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.).

Very truly yours,
(b)(6)

Please make your checks payable and mail to:

(b)(6)

Pearland, TX 77588

(b)(6)

LIEN CLAIM AFFIDAVIT

Doc# (b)(6)

STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

(b)(6) (herein called "Affiant"), of Brazoria County, Texas acting herein pursuant to the authority granted to it in that certain instrument entitled (b)(6) (the Declaration) recorded under File Number (b)(6) in the Official Public Records of Real Property, Brazoria County, Texas; for the purpose of perfecting a lien on the real property and the improvements thereon, if any, hereinafter described, and in order to secure the amount of the claim therefore, on the oath of its duly authorized agent, makes this affidavit and says as follows:

OWNER: So far as the Affiant has in diligence been able to determine, the record title of the property described hereinafter is:

(b)(6)

STATEMENT OF CLAIM: The said Declaration, entitled (b)(6) Article 12, Page 7-8, authorizes the Affiant to assess and collect annual maintenance assessments, and to add to said assessments collection costs, interest, and attorney's fees incurred, and the total of said assessments, costs, and fees constitutes a charge against and is secured by the lien on the property hereinafter described.

AMOUNT OF CLAIM: In accordance with the above described Declaration, assessments are due and owing against the following described property which, together with interest and collection costs, results in the following total claim to-wit:

Address	Property	Amount
(b)(6)	(b)(6)	
	Brazoria County	

NOTICE OF LIEN CLAIM: The affiant does hereby give notice of its claim of the lien upon the described property and all improvements thereon, plus interest accumulated as above described, which claim shall continue to accrue in accordance with the Declaration.

Executed this the 27th day of April 2010

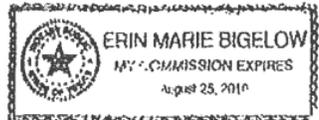
(b)(6)
a Texas Non-Profit Organization
(b)(6)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before the undersigned authority, on this day personally appeared (b)(6) who after being first duly sworn on his/her oath states that he/she is the Agent of (b)(6) that he/she has read the above and foregoing Lien Claim Affidavit, that he/she has personal notice of the facts set forth therein, and that such facts are true and correct to the best of his/her knowledge.

Sworn to and subscribed before me on this the 27th day of April 2010



File and Return to:

(b)(6)

[Signature]
Notary Public in and for the State of Texas

Houston, TX 77058

(b)(6) RELEASE

Total Pages: 2

02

(b)(6)

RELEASE OF LIEN

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

Hamilton Square Homeowners Association, Inc., a Texas not for profit corporation, incorrectly represented as Hamilton Square Subdivision, a Texas Limited Partnership, there being no such entity authorized to do business in Texas under the name "Hamilton Square Subdivision" and being a Texas Limited Partnership, does hereby release and cancel for all purposes and for all time that certain Lien Claim Affidavit recorded under Brazoria County Clerk's Document Number

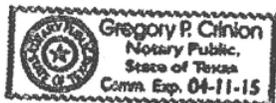
(b)(6)

HAMILTON SQUARE HOMEOWNERS ASSOCIATION, INC., a Texas not for profit corporation,

By: *Patricia Stafford*
Name: Patricia Stafford
Title: Secretary

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 10th day of July, 2014 by Patricia Stafford, Secretary of and on behalf of Hamilton Square Homeowners Association, Inc., a Texas not for profit corporation.



Gregory P. Crinion
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
CRINION DAVIS & RICHARDSON LLP
17040 El Camino Real, Suite 200
Houston, Texas 77058

FILED and RECORDED

Instrument Number (b)(6)

Filing and Recording Date: 07/17/2014 02:27:26 PM Pages: 2 Recording Fee: \$26.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-juanita

RESERVATIONS, RESTRICTIONS AND COVENANTS

IN

HAMILTON SQUARE SUBDIVISION

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF ALVIN, TEXAS

Subsequent (sometimes hereinafter called "Developer") being the owner of that certain tract of land, Hamilton Square (sometimes hereinafter called the "Addition") in Brazoria County, Texas, described in the attached Exhibit "A", does hereby declare that all the lots shown thereon are held and shall be conveyed subject to the reservations, restrictions, and covenants hereinafter set forth, and which run with the land and shall be binding on any subsequent owners of the lots, their heirs, executors, administrators, successors and assigns.

DECLARATION

The provisions hereof are hereby made a part of each contract and deed in respect of any lot to be the same effect as if fully set forth therein, and each such contract and deed shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein set forth.

TERM

All of the restrictions, conditions, and covenants set forth herein (sometimes referred to as "Restrictions") shall affect each and all of the lots and tracts in the Addition and shall run with such lots and tracts and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date of filing hereof, after which time the same shall be automatically extended for successive periods of ten (10) years each; unless within sixty (60) days of the expiration date of any such period, the then record owners of a majority of the lots covered hereby shall vote to modify or discontinue the provisions hereof.

ENFORCEMENT

If any owner of any of the Addition or any person shall violate or breach any of the Restrictions, any other owner or owners of any part of the Addition shall have the

right to prosecute any proceeding at law or in equity (including suit for permanent injunction) against any such person or persons who are violating or attempting to violate or breach any of such Restrictions, and shall have the further right to use any other lawful means to prevent any such violations or breach.

AMENDMENT/VARIANCE/WAIVER

No delay or omission on the part of the Developer, or its successors or assigns in interest, or of any owner or owners, in exercising any right, power, or remedy herein provided for in the event of any breach of any of the Restrictions shall be construed as a waiver thereof or acquiescence therein unless a time period set forth herein applicable to the particular provision breach has expired; and no right of action shall accrue, nor shall any actions be brought or maintained by anyone whomsoever against Developer, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein agreements, conditions, restrictions, charges or covenants which may be unenforceable.

MORTGAGE VALIDITY

Violation of any part of this Declaration shall not default or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, or portion thereof, but the Restrictions shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of this Declaration occurring after the acquisition of said property through foreclosure, or deed in lieu of foreclosure.

HOME OWNERS ASSOCIATION

All home owners will pay a monthly fee of ten dollars (\$ 10.00) for all necessary and required maintenance of Detention Area, Reserve 'A', Reserve 'B', and Reserve 'C', Reserve 'D' grades at drainage Reserves, as well as common fencing and entrance markers. Residual funds may be used for additional expenses that a majority of the members of the Hamilton Square Home Owners Association agree upon.

\$ 120.00 per year

HOME OWNERS ASSOCIATION ELECTION OF OFFICERS

Elections for officers; President, Vice President, Secretary, and Treasurer will be held once per year on the 15th of January of each year. Each household in the subdivision, Hamilton Square, will be allocated one vote. No two officers shall live in the same household. There are no term limits on officers.

X

garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

Animals:

No person owning any lot or lots shall keep domestic animals of a kind ordinarily used for commercial purposes on his property, and no person owning any lot or lots shall keep any animals in numbers in excess of that which he may use for the purpose of companionship for the private family, it being the purpose and intention hereof to restrict the use of said property so that no persons shall quarter on the premises horses, cows, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys or any other animals that may interfere with the quietude, health or safety of the community.

Vehicles:

No trailer, camper, boat or inoperable automobile shall be left on the street or within the front yard.

Antennas/Aerials:

No radio, television or other aerial shall appear on the roof of any building and no such aerial shall be maintained on any lot not containing a dwelling.

Signs:

No sign of any kind shall be displayed to the public view on any lot except:

(a) one sign of not more than five (5) square feet, advertising the property for sale or rent;

(b) signs used by a Builder to advertise the property during the construction and sales period;

(c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project.

Offensive Activities:

No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

INVALIDATION

Invalidation of any one of these Restrictions by judgment or court or court order shall in no way affect any of the provisions, which shall remain in full force and effect.

RESTRICTIONS

Residential Use:

All of said property shall be occupied and used for single family residential purposes only.

Plans and Specifications:

No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan have been approved in writing by Developer or its authorized representatives.

In the event the Developer or its authorized representatives fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or making of such alterations has been commenced prior to the completion hereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the Developer nor its authorized representatives shall be entitled to any compensation for services performed to this covenant. The powers and duties of the Developer and its authorized representatives shall cease, when all of the lots are sold to a the home builder(s), or on December 31, 2005; whichever ever occurs later. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of majority of the lots in the Addition and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Developer.

Building Size:

Each residence on each lot shall contain not less than twelve hundred (1200) square feet of fully enclosed floor area devoted to living purposes. Said floor area shall be exclusive of roofed or unroofed porches, terraces, garages, and other outbuildings and shall be computed from faces of exterior walls.

Building Materials:

No dwelling shall be erected on a lot of material other than brick, stone, brick-veneer, or other masonry material (including Hardi-plank, Hardi-board, or other similar cementitious materials) unless the above named materials constitute at least twenty-five (25%) of the outside wall areas below the first floor plate line, excluding window and door areas, below porches or roof areas.

Outbuildings:

No trailer, mobile home, modular home, tent, camper vehicle or temporary house shall be placed or erected on any lot for use as a dwelling. No permanent or temporary building, shed or structure of any kind, made from any material; may be placed on any lot, can be within six feet (6') of the home. Home owners in noncompliance are in violation of fire codes set by the City of Alvin and responsible for any fine imposed by the City of Alvin. Hamilton Square Home Owners Association is compelled to report any such violations to the City of Alvin. Additionally, violators will be fined one hundred dollars (\$100.00) per day for noncompliance. Fines will be paid to the Hamilton Square Home Owners Association.

Exceptions:

The developer may grant permission for temporary buildings or structures to be placed on lots for storage of materials during construction by the persons doing such work and for a temporary sales office for Developer or any other person engaged in the sale of lots within the Addition. If permission is granted, the temporary buildings or structures shall be removed within thirty (30) days after written notice from the Developer to remove the buildings or structures.

Fences, Boundary Plantings:

No fence, wall or hedge shall be placed on any lot nearer to any front street than is permitted for the house on said lot and no fence, wall or hedge shall be placed on any portion of the site with a greater height than eight feet (8'). Should a hedge, shrub, tree or other planting be placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property.

Fence Stain

Fences are not required to be stained. However, if any fence is stained, the only approved stain is BEHR, natural cedar, # 501. It can be bought at any Home Depot. The purpose is to create a consistent appearance throughout Hamilton Square subdivision.

Landscaping, Grounds Maintenance:

No lots shall be used or maintained as a dumping ground for rubbish; trash,

DEVELOPER'S RIGHTS

Developer's interpretation of the meaning and application of the provision hereof shall be final and binding on all interested parties at any time in question.





ARTICLES OF INCORPORATION

OF

HAMILTON SQUARE HOMEOWNERS ASSOCIATION, INC.

HAMILTON SQUARE SUBDIVISION

STATE OF TEXAS

COUNTY OF BRAZORIA

CITY OF ALVIN, TEXAS

The undersigned, a natural person of the age of eighteen (18) years or more and a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Hamilton Square Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE TWO

The Association is a non-profit corporation organized pursuant to the provisions of the Texas Non-Profit Corporation Act. No part of the income of the Association shall inure to the benefit of any of its members or any other individual. The Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members or engage, except to an insubstantial degree, in any activities which are not in furtherance of the primary purpose of the Association.

ARTICLE THREE

The period of duration of the Association is perpetual.



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

SEP 12 2014

The Honorable Ted Cruz
United States Senate
300 – 8th Street, Ste. 961
Austin, TX 78701-3226

Re: FTC Ref. No. 14010867

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) of San Antonio. (b)(6) reports a variety of issues she has had with her Barclays Bank Delaware issued credit card.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituent's concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984);

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

I should note at the outset however, that while the Federal Trade Commission is responsible for enforcing many consumer protection laws, it has no jurisdiction over credit cards issued by banks. Most issuers of Visa and MasterCard credit cards are under the jurisdiction of the Comptroller of the Currency. I have listed below information about the Comptroller and other regulatory agencies that have jurisdiction over banks that issue credit cards. I hope that this information will help you to determine the regulatory agency for each card issuer.

1. If the bank has the word National or N.A. in its title, the complaint should be sent to Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Ste. 3450, Houston, TX 77010-9050.
2. A complaint about a state-chartered bank that is a member of the Federal Reserve System should be sent to the Board of Governors of the Federal Reserve System, Director, Division of Consumer and Community Affairs, Washington, D.C. 20551.
3. Complaints regarding state-chartered, federally insured banks that are not members of the Federal Reserve System should be sent to the Office of Bank Customer Affairs, Federal Deposit Insurance Corporation, Washington, D.C. 20429.
4. Complaints about federal-chartered savings banks should be sent to the Office of Thrift Supervision, Division of Consumer Affairs, Washington, DC 20552.

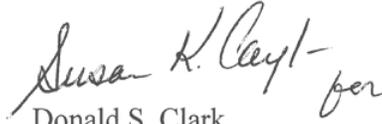
see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale Assocs., 103 F.T.C. at 174-83.

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); *see generally Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

The Honorable Ted Cruz - Page 3

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,

A handwritten signature in cursive script that reads "Susan K. Ceyl- per". The signature is written in dark ink and is positioned above the typed name.

Donald S. Clark,
Secretary of the Commission

14010867



U.S. Senator Ted Cruz

United States Senator • Texas

TO: Director Jeanne Bumpus

FAX #: (202) 326-3585

FROM: John Drogin Lindsey Parham Katharine McAden
 Joyce Sibley Jon McClellan Lela Pittenger Kristopher Robles
 Susanna Sovran Melissa Miller Ben Murrey

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

NOTES: Total Pages: 27

FEDERAL TRADE COMMISSION
2014 AUG 25 AM 9:02
CONG. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate

WASHINGTON, DC 20510

June 12, 2013

RESPECTFULLY REFERRED:

Ms. Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Dear Director Bumpus:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to (b)(6)

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS

300 EAST 8TH STREET
SUITE 961
AUSTIN, TX 78701
512-916-5834

10440 NORTH CENTRAL EXPRESSWAY
SUITE 1160
DALLAS, TX 75231
214-361-3500

1919 SMITH STREET
SUITE 800
HOUSTON, TX 77002
713-653-3456

3133 GENERAL HUDNELL DRIVE
SUITE 120
SAN ANTONIO, TX 78226
210-340-2865

DIRKSEN SENATE OFFICE BUILDING
SUITE SD-B408
WASHINGTON, DC 20510
202-224-5922

SS



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) _____ . In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

MAILING ADDRESS: (b)(6)
SAN ANTONIO TX (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)
Cell
WORK PHONE #: (b)(6)

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID (b)(6) (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? Senator John Cornyn, Congressman L. Smith
No, final response

(b)(6)

06-04-2013

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701
Fax: 512-916-5839

Copy

(b)(6)
San Antonio, TX (b)(6)

April 11, 2013

NCO FINANCIAL SYSTEMS, INC.
ATTN: Financial Services Dept.
507 PRUDENTIAL ROAD
HORSHAM, PA 19044

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: ACCT (b)(6)

TO WHOM IT MAY CONCERN:

Once again, I have been contacted both by telephone and statements by a collection agency for a bill in the sum of \$217.37 which claims I owe this amount to Barclays Bank Delaware/Travelocity Rewards AMEX. I do not owe any money to this company. I will attempt to prove this in the following paragraphs.

On or about February 6, 2011, I contacted Travelocity in attempt to get an airline ticket at a cheaper price than what the airlines were offering to sell me one for. I was told to be able to make such purchase; I had to open a credit card account with Barclay. I saw no harm in that since I needed to make the trip and the amount I was going to save was substantial, and what I understood they would use this new card for my airline ticket purchase, yes they did ask for my VISA credit card number which I understood was for references. At the time I filled out the application and talked to a representative, I was never told about an annual fee that would be charged or that I would be paying a percent on the amount charged for protection I would never have gone thru with it as I do not use cards that have annual fees.

I left on my trip and at that time I had not received my new Travelocity card but I had my airline ticket. While on the trip, I received my Travelocity card by mail in the name of (b)(6) ending in ... (b)(6) but week or so went by and no statement arrived showing the airline ticket purchase. In the meantime, I received my VISA statement, showing a charged by Barclay for the airline ticket, I called Travelocity and was told they used the VISA card for purchase of the airline ticket as they did not have time to process the new card before my trip. I asked them to cancel the card since I had already made my trip, they told me it would be good for any future trips that I wanted to take; they had approved me for a credit limit of \$325.00. I thought about it and it seemed okay to me as I wanted to established credit in my name as I was then a widow. I was planning another trip and this time by automobile, so I decided to use the card on that trip. I felt I could use it for this trip, pay it off and it would look good on my credit records. So foolishly I agreed to this. I made the trip around the middle of February, 2011; I used the card, charging \$312.69 for gasoline and motel fees.

During this trip my house was robbed. The party who robbed me was the same person who was supposedly taking care of my home while I was gone as I had planned to be away for 6 weeks. As soon as I learned of the robbery I rushed home, when I got home I was very busy trying to straighten up the house, had to repair the broken master bedroom door, and figure out what all the robbers took, contacting the insurance company, dealing with the police and just feeling very violated. So in my frustration and being very upset about the robbery, I failed to take care of my mail so the statement I received from Travelocity went unnoticed at first, but when I did find it, I paid the balance immediately. Paying \$312.69, the amount their statement reflected, on or about April 2, 2011. At that time I decided I did not need another credit card as the VISA card was sufficient so I locked the Travelocity card away in my desk drawer. I am enclosing a copy of the receipt I received from Travelocity for payment of \$312.69, which does not reflect a balance owing. Almost a year went by before I heard from Travelocity again and that did not seem unusual since I was not using the card.

A little personal history, in December, 2011, I remarried and changed my name to (b)(6) Before I got married I had decided to sell the home I had lived in for about 28 years. After our wedding we began packing up my belongings preparing the house for sell. In February, 2012, while in the process of packing, as the house was set to go on the market on or about April 1st, my husband went to his doctor for a follow up visit and ended up in the hospital, having a five way heart bi-pass surgery on February 13, 2012, during recovery he flat lined twice so he was in the hospital for over three weeks rather than the 7 days that most patients stay in the hospital. He was not able to go home until late February. He began his home recovery, during the month of March and this lasted for a period of 3 to 4 weeks. Thankfully he recovered and in April, we again began the process of selling my home so we could downsize as it was too expensive to live in this house.

PAGE 2.

On or about April 10, 2012, I received a statement dated April 2, 2012, for annual fees of \$39.00 showing a posting date of February 29, 2012, plus .38 cents for Acc't Protection fees. I never received a letter or any type of notice stating that this fee was to be charged to my account and in my mind and heart I thought I had cancelled the card along with some old cards my late husband had had, apparently I had not. Not only had I been charged for the annual fee, they also had charged me for an Account protector fee (which I never agreed to). A copy of this statement is enclosed.

I called Travelocity on that day regarding this matter and spoke to a financial representative. After much discussion an agreement was made between Travelocity and me that I would pay \$36.98, which was a portion of the annual fee of \$39.00 and the protection fee and they would forgive \$20.60. I never understood why the bill was \$61.60 as I had only received a statement for \$39.38. The gentleman kept telling me I owed this and I owed that so that is why we had such a long discussion and I finally agreed to pay the \$36.98 and they agreed to forgive \$22.60. Enclosing a copy of my bank statement that shows the sum of \$36.98 was electronically debited from my bank account on April 10, 2012. As part of the agreement, I verbally cancelled the card and also destroyed the card ending in (b)(6) by cutting it up.

On May 1, 2012, I received a statement showing I owed \$39.38 plus \$22.60 for late fees for April, 2012, I should not but I did ignore this as I had paid the account and had been assured that the bill was paid in full; I had also fulfilled my obligation by destroying the card. I was so busy packing and each day our house was being shown, sometimes two and three times a day, and at the same time we were trying to find a place for us to live in, I was negligent for not paying attention to this matter. A copy of this statement is enclosed.

On or about June 1, 2012, I received another statement showing I owed \$61.98, but this statement showed the payment of \$36.98 that had been received by them on April 9, 2012 had been credited to my account, and \$20.27 for the Acc't Protector 10% refund fee and late fee had been forgiven for April 01, 2012. So in my mind that took care of my account and it was paid in full. I did not look on the back of this statement as I was not familiar with the statement, again my failure; they had charged me a fee for \$2.06 and a previous fee of \$2.60 for May, 2012, for what I still do not know. These sums were on the back of the statement and I did not notice them in my rush and busy schedule. A copy of the statement is enclosed. Due to all the things going on in my life at the time I just failed to read the statement carefully and went on with the selling of my house and moving out and buying another house and moving in, unpacking and at my age that is a lot (I was 77 years old and now I am 78), I was also having eye problems which I went thru surgery, so I really did not see the \$6.73 balance. I should never have been charged this fee, because if they had posted the payment they electronically debited to my bank account in the first place the balance would have been zeroed out in April. Then no statements were received nor did I hear from anyone UNTIL:

Sometime in late September or early October, 2012, I began receiving phone calls, which came up on my Phone ID as an unknown number and I do not answer those calls, so I did not answer; they would leave a message that said if I was not (b)(6) not to call back, I got the impression they were trying to sell me something or why I was not using one of the many cards I had destroyed and since I am not (b)(6) anymore I ignored the calls. In October, 2012, we left for a 3 week trip to California. After returning home there were more of these calls looking for Jo Ann Besch, and if I was not (b)(6) do not pick up, and they are now leaving messages saying (b)(6) owed a bill but I did not recognize the name and I knew I did not owe any money to anyone as all of my bills had been paid when I sold my house so I ignore the calls. I was not receiving any statements that showed I owed any monies so there was no reason for me to believe I owed anything. Now the holidays were upon us so I just ignored the matter again that was foolish of me.

Calls stopped and the holidays came and passed. Then in January 2013, again I started receiving telephone calls from this unknown number six and eight times a day and then I received a collection letter from Northstar Location dated January 2, 2013, saying I owed \$217.37 to Barclay. A copy of this letter is enclosed. It got my attention as I knew I did not owe Barclay any money. The only outstanding bill I have is one that I co-signed with my son in San Angelo. I was so surprise about the amount they were claiming I owed; I set down and wrote Northstar Location, according to my computer file it was January 11, 2013, requesting proof that I owed the \$217.37. A copy of this letter is enclosed. Northstar Location, to my knowledge, was the first collection agency Barclay turned this account over to. On February 5, 2013, I received a reply to my letter from Northstar Location Services dated January 31, 2013 with only a copy of an application (b)(6) dated February 6, 2011, but no proof that I had charged anything to my card since I paid their statement in April 2011 plus the annual fee which had been paid in April, 2012. A copy of this information they sent me has been enclosed.

After reviewing what Northstar Location had sent me on the 5th of February, 2013, I called Northstar Location Services and spoke to a representative that could only tell me the application was all they had in their files. I asked them how they could request the sum of \$217.37 from me when they did not know what this total amount was for. All he kept saying that is what I owed and I would have to talk to someone at Barclay. I told them I did not have a telephone number so they supplied me with the number. I called Barclay and spoke with a financial representative who told me he had the authority to take care of this matter. After I explained to him

PAGE 3.

that I had paid my account and I considered it paid in full as April, 2012, the representative at Barclay asked me to wait as he went over the figures in their books with his supervisor; he returned to the telephone and told me they had discovered that I was indeed correct the bill had been paid. They told me they would marked the account paid and would pull the account from Northstar Location. They then made a conference call to Northstar Location after they talked to a representative; they then told me to talk to representative. I was advised by the representative they had been told by the representative of Barclay this matter was settled so they would remove my name from the call list and mailing list. I only received one call after that day but then the calls stopped.

Again I am in possession of a letter dated April 3, 2013, from a collection agency, it seems Barclays Bank Delaware/Travelocity Rewards AMEX did not correct their files as promised, as the letter shows the same account number and amount that Northstar Location had when we settled in January, 2013. A copy of this letter is enclosed. I again respectfully request copies of the bills totaling \$217.37, showing what I purchased with the credit card ending in(b)(6) The receipts should show the dates and my signature on them or copy of a contract that shows I received a loan for the amount you say I owe. I really do not know how I could have used this card since I cut it up in April, 2012. I request this information to be sent to me no later than 2 weeks from date of receipt of this letter.

I really want to know why you are harassing me. I feel you have been misled by Barclay Travelocity. Please review the file they should have turned over to you, this file if Barclay did as they promised in January, 2013, should reflect this matter was taken care of. I feel I have laid out in the foregoing paragraphs the reasons I do not owe the amount of \$217.37, you are asking for.

I am forwarding copies of this letter and documents to my attorney, Stewart Alexander, who I am going to ask to hold off until May 8th before filing a suit for harassment. I am also sending a copy of the letter and each document to the Better Business Bureau and state officials. I do expect a letter of apology showing my account has been paid in full; my card has been canceled or otherwise copies of the bills showing the date of purchase with my signature and amounts which proves I do owe the sum of \$217.37 from both you and Barclay on or before May 8th, 2013. **I WILL ACCEPT NO LESS.** If I do not I receive the documents or an apology letter I will file suit. I need to hear from you by May 8th. I am asking my attorney to hold off suing until May 8th and if no response or apology I will have him prepare and file the suit, against Barclays Bank Delaware/Travelocity Rewards AMEX, Northstar Location and your company for harassment.

I do not need this. I am a senior citizen on a fix income so I am very careful with my money.

(b)(6)

cc: Travelocity Rewards Cards/American Express
Credit Card Billing Disputes
Card Services
P. O. Box 8802
Wilmington, DE 19899-8802

cc: Stewart Alexander, Attorney at Law
8018 Broadway, Suite 101
San Antonio, TX 78209

cc: Better Business Bureau
11550 W. IH-10, #280
San Antonio, TX 78209

cc: Senator John Cornyn
699 Navarro, #210
San Antonio, TX 78205

cc: Senator Ted Cruz
3133 General Hudnell Drive, #120
San Antonio, TX 78226

cc: Congress Lamar Smith
1100 NE Loop 410, #640
San Antonio, TX 78209

(11 copies of each are attached)

Copy



NCO Financial Systems, Inc., PO Box 15630, Wilmington DE 19850
(800) 550-9619
Office Hours: Mon-Thu 8am-9pm ET, Fri 8am-5pm ET, Sat 8am-12noon ET

5/7/2013

(b)(6)

SAN ANTONIO, TX (b)(6)

Re: Our Reference No(s). Creditor
VAO354 Main 2 BARCLAYS BANK DELAWARE
Account No. (b)(6)

Dear (b)(6)

Thank you for your inquiry regarding the above-referenced account(s). This letter is being provided pursuant to your specific request for a response.

Please be advised that account (b)(6) is on hold pending closure in our office.

According to our files, we have not reported account (b)(6) to a credit bureau. Please be advised that NCO Financial Systems, Inc. cannot effect a change to how any other company or entity may have listed the account on your credit profile.

While we have complied with federal law, factors beyond our control may prohibit us from confirming or denying the presence of inaccurate information within the timeframe prescribed by state law. We may not have sufficient time to complete an investigation of the alleged inaccuracy.

Federal and State law prohibit certain methods of debt collection and require that we treat you fairly. Please visit our website at www.ncogroup.com to review your rights under Federal and State law.

We appreciate the opportunity to respond to your inquiry.

Very truly yours,
Tywanne Neal
Tywanne Neal
Director, Consumer Affairs

(b)(6)

SAN ANTONIO, TX (b)(6)

(b)(6)

Senator Ted Cruz
3133 General Hudnell Drive, #120
San Antonio, TX 78226

RE: NCO Financial Systems, Inc.
Account Number: (b)(6)

Honorable Senator Cruz:

I am returning the completed form "The Information and Privacy Act Form" you have asked me to fill out.

I am resubmitting the letter I sent out on April 11, 2013, which outlines the problem I am having with NCO Financial Systems, Inc d/b/f Barclay Bank Delaware/Travelocity Rewards AMEX.

Also enclosed is a copy of the last letter I received from NCO Financial Systems, Inc., but to date I have not received a Paid in Full receipt or an apology. I have gone over my paperwork again and I feel this bill is paid in full. I just want the harassing stopped and my record cleared.

I will resubmit all the documentation that I sent you on 13th of April if you need me to but due to large numbers I am hoping you still have them in my file.

To date I have only had replies from Senator John Cornyn and Congressman Lamar Smith thanking me for sending them the information but have not offered any help.

(b)(6)

Enclosure(s)

(b)(6)

From: Travelocity Rewards Card [notfyndr@mytravelocityrewards.com]
Sent: Saturday, April 02, 2011 11:49 AM
To: (b)(6)
Subject: Account Alert: Your Payment Has Been Received



Re: Your Travelocity Rewards American Express® Card account ending in (b)(6)

Dear (b)(6)

This Account Alert confirms that your payment has been received. Details regarding your payment:

- Amount: \$312.00
- Date applied to your account: 04/01/2011

To view your statements or recent transactions, log in to www.MyTravelocityRewards.com.

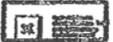
Questions? Please send us a secure email from our website. Or, call us at 1-888-734-8040.

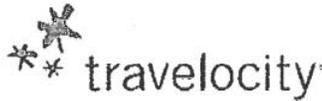


© 2011 Travelocity Rewards Card. All rights reserved. This e-mail and its contents are intended only for the individual named. If you have received this e-mail by mistake, please notify us immediately by e-mail at mytravelocityrewards@travelocity.com or by phone at 1-888-734-8040. We will delete this e-mail and its contents if you request. Thank you for your interest in Travelocity Rewards Card.

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Payment Due Date	March 01, 2012
Minimum Payment Due	None
Previous Balance	\$0.00
Statement Balance	\$0.00

Customer News

SIMPLIFY YOUR LIFE!

Have bills from your phone and electric companies billed directly to your Travelocity Rewards American Express® Card for one easy monthly payment.

MAKE YOUR PAYMENT ONLINE

Save time, postage and a trip to the mailbox. Pay your Travelocity Rewards American Express® Card bill online at MyTravelocityRewards.com.

READY FOR SPRING BREAK?

Looking to get away and shake the winter blues? Don't forget, you automatically earn Points when you use your Travelocity Rewards American Express Card for all of life's purchases.

ENJOY THE CONVENIENCE

Have you logged into your account at MyTravelocityRewards.com yet? You can view up-to-date account activity, download transactions, make payments and even transfer balances 24 hours a day, 7 days a week.

Travelocity Rewards American Express® Card

Issued and Administered by Barclays Bank Delaware
 Primary Account Number Ending in (b)(6)
 Statement Billing Period: 01/05/12 - 02/04/12

Page 1 of 4
 Questions? Call 1-866-734-8040
MyTravelocityRewards.com

Account Summary

Minimum Payment Due	\$0.00
Payment Due Date	03/01/12
Statement End Date	02/04/12
Credit Line	\$500.00
Credit Available	\$500.00
Cash Credit Line	\$100.00
Cash Credit Available	\$100.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00

Activity Summary

Previous Balance	\$0.00
- Payments	\$0.00
+ Purchases	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees	\$0.00
+ Interest	\$0.00
Statement Balance	\$0.00

Payment Information

Statement Balance	\$0.00
Minimum Payment Due	None
Payment Due Date	3/1/2012

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 30.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	0 months	\$0.00

If you would like information about credit counseling services, please call 1-800-570-1403.

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to MyTravelocityRewards.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at MyTravelocityRewards.com

Check for address change. Complete form on the back.

Amount Enclosed: \$

Account Number	(b)(6)
Minimum Payment Due	None
Statement Balance	\$0.00
Payment Due Date	March 01, 2012



Card Services
 P.O. Box 13337
 Philadelphia, PA 19101-3337



----- manifest line -----

(b)(6)
 SAN ANTONIO TX (b)(6)



(b)(6)

03/09/12 1/4

6711



Reward Summary

Beginning points balance	+	294
Points earned on Travelocity this period	+	0
Points earned on your everyday spend category, restaurants	+	0
Points earned everywhere else	+	0
Bonus points	+	0
Barclaycard Rewards Boost	+	0
Adjustments	+	0
Total points earned this period	=	0
Points redeemed this month	-	0
Ending points balance	+	294

Activity for (b)(6) Card ending in (b)(6)

No Transaction Activity At This Time

Summary of Fees and Interest

Fees			
Trans Date	Posting Date	Transaction Description	Amount
Total Fees for this Period			\$0.00
Interest Charged			
Trans Date	Posting Date	Transaction Description	Amount
Total Interest for this Period			\$0.00

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2012	\$0.00	Total Interest charged in 2012	\$0.00
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2012. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 31 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases			
Current Purchases	\$0.00	19.24%(v)	\$0.00
Balance Transfers			
Current Balance Transfers/Checks	\$0.00	19.24%(v)	\$0.00
Cash Advances			
Current Cash Advance	\$0.00	21.99%(v)	\$0.00
Total			\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate

03225 24



Payment Due Date	April 01, 2012
Minimum Payment Due	\$20.00
Previous Balance	\$0.00
Statement Balance	\$39.38

Customer News

YOUR 2011 ANNUAL SUMMARY STATEMENT IS NOW AVAILABLE

Your 2011 Annual Summary Statement is now available online. To view your Annual Summary Statement, log in to MyTravelocityRewards.com and click on 'Statements'. From the statement period drop-down box, select '2011 Annual Summary' to view, download and print your statement. It's that easy!

MAKE YOUR PAYMENT ONLINE

Save time, postage and a trip to the mailbox. Pay your Travelocity Rewards American Express Card bill online at MyTravelocityRewards.com.

Travelocity Rewards American Express® Card

Issued and Administered by Barclays Bank Delaware

Primary Account Number Ending in (b)(6)

Statement Billing Period: 02/05/12 - 03/04/12

Page 1 of 4

Questions? Call 1-866-734-8040

MyTravelocityRewards.com

Account Summary

Minimum Payment Due	\$20.00
Payment Due Date	04/01/12
Statement End Date	03/04/12
Credit Line	\$500.00
Credit Available	\$460.62
Cash Credit Line	\$100.00
Cash Credit Available	\$100.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00

Activity Summary

Previous Balance	\$0.00
- Payments	\$0.00
+ Purchases	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees	\$39.38
+ Interest	\$0.00
Statement Balance	\$39.38

Payment Information

Statement Balance	\$39.38
Minimum Payment Due	\$20.00
Payment Due Date	4/1/2012

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 30.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 months	\$40.00

If you would like information about credit counseling services, please call 1-800-570-1403.

* Repayment Information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to MyTravelocityRewards.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at MyTravelocityRewards.com

Check for address change. Complete form on the back.

Amount Enclosed: \$

Account Number (b)(6)
 Minimum Payment Due \$20.00
 Statement Balance \$39.38
 Payment Due Date April 01, 2012



Card Services
 P.O. Box 13337
 Philadelphia, PA 19101-3337



----- manifest line -----

(b)(6)
 SAN ANTONIO TX (b)(6)



(b)(6)

032405 1/4

68 10



Reward Summary

Beginning points balance	+	294
Points earned on Travelocity this period	+	0
Points earned on your everyday spend category, restaurants	+	0
Points earned everywhere else	+	0
Bonus points	+	0
Barclaycard Rewards Boost	+	0
Adjustments	+	0
Total points earned this period	=	0
Points redeemed this month	-	0
Ending points balance	+	294

Activity for (b)(6) Card ending in (b)(6)

No Transaction Activity At This Time

Summary of Fees and Interest

Fees			
Trans Date	Posting Date	Transaction Description	Amount
02/29	02/29	ANNUAL FEE	\$39.00
03/02	03/02	ACCOUNT PROTECTOR 1-800-742-1461	\$0.38
Total Fees for this Period			\$39.38
Interest Charged			
Trans Date	Posting Date	Transaction Description	Amount
Total Interest for this Period			\$0.00

03/06/24

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2012	\$39.38	Total Interest charged in 2012	\$0.00
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2012. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 29 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases			
Current Purchases	\$0.00	19.24%(v)	\$0.00
Balance Transfers			
Current Balance Transfers/Checks	\$0.00	19.24%(v)	\$0.00
Cash Advances			
Current Cash Advance	\$0.00	21.99%(v)	\$0.00
Total			\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate



www.frostbank.com

Print Close

Account Activity

Apr. 8, 2013

Account: (b)(6) Signature Checking

Balance as of 04/05/2013 :

Pending Activity Total :

Current Balance:

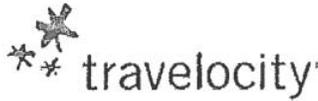
(b)(6)

Date	Description	Amount
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Not Responsive		
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04/10/12 Electronic Debit	BARCLAYCARD US CREDITCARD xxxxx8717	-\$36.98
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Not Responsive		
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Payment Due Date	May 01, 2012
Minimum Payment Due	\$42.39
Previous Balance	\$39.38
Statement Balance	\$61.98

Customer News

IMPORTANT ACCOUNT INFORMATION

According to our records, your account is past due. Please send the minimum payment due immediately in order to bring your account current. You can mail your payment in the enclosed envelope, visit our website at MyTravelocityRewards.com to make an online payment, or call 866-734-8040 today to make a payment by phone.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Travelocity Rewards American Express® Card

Issued and Administered by Barclays Bank Delaware
 Primary Account Number Ending in (b)(6)
 Statement Billing Period: 03/05/12 - 04/04/12

Page 1 of 4
 Questions? Call 1-866-734-8040
MyTravelocityRewards.com

Account Summary

Minimum Payment Due	\$42.39
Payment Due Date	05/01/12
Statement End Date	04/04/12
Credit Line	\$500.00
Credit Available	\$438.02
Cash Credit Line	\$100.00
Cash Credit Available	\$100.00
Past Due Amount	\$20.00
Overlimit Amount	\$0.00

Activity Summary

Previous Balance	\$39.38
- Payments	\$0.00
+ Purchases	\$0.00
- Other Credits	\$0.00
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees	\$22.60
+ Interest	\$0.00
Statement Balance	\$61.98

Payment Information

Statement Balance	\$61.98
Minimum Payment Due	\$42.39
Payment Due Date	5/1/2012

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 30.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	3 months	\$63.00

If you would like information about credit counseling services, please call 1-800-570-1403.

* Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to MyTravelocityRewards.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at MyTravelocityRewards.com

Check for address change. Complete form on the back.

Amount Enclosed: \$

Account Number
 Minimum Payment Due \$42.39
 Statement Balance \$61.98
 Payment Due Date May 01, 2012



Card Services
 P.O. Box 13337
 Philadelphia, PA 19101-3337



----- manifest line -----

 SAN ANTONIO TX



02/25/14

6 10



YOUR ACCOUNT IS CURRENTLY ENROLLED IN OUR OPTIONAL ACCOUNT PROTECTOR PRODUCT

We wanted to remind you Account Protector is an optional product with benefits that can help you with your account. When you experience an interruption of income caused by certain covered events, such as a Hospitalization or a Natural Disaster, Account Protector can make your monthly minimum payment for up to 24 months. You can also take a payment holiday up to \$300 once every 12 months.

There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits. For example, to qualify for the Hospitalization benefit, you must be admitted to a Hospital due to a medical condition and remain admitted for at least two(2) consecutive nights upon medical orders or advice. If you experience a Natural Disaster that causes over \$500 in damage to your home we will cancel 3 monthly minimum payments and if your home is uninhabitable for 30 days we will cancel your account balance up to \$10,000.

If your circumstances have changed recently or if you feel the product may not be meeting your needs and you have questions regarding your eligibility for specific benefits, please call an Account Protector Specialist at 1-800-619-2574.

Reward Summary

Beginning points balance	+	294
Points earned on Travelocity this period	+	0
Points earned on your everyday spend category, restaurants	+	0
Points earned everywhere else	+	0
Bonus points	+	0
Barclaycard Rewards Boost	+	0
Adjustments	+	0
Total points earned this period	=	0
Points redeemed this month	-	0
Ending points balance	+	294

Activity for (b)(6) Card ending in (b)(6)

No Transaction Activity At This Time

Summary of Fees and Interest

Fees			Amount
Trans Date	Posting Date	Transaction Description	
04/01	04/02	LATE PAYMENT FEE	\$20.00
04/04	04/04	MINIMUM CHARGE	\$2.00
04/04	04/04	ACCOUNT PROTECTOR 1-800-742-1461	\$0.60
Total Fees for this Period			\$22.60
Interest Charged			Amount
Trans Date	Posting Date	Transaction Description	
Total Interest for this Period			\$0.00

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2012	\$61.98	Total Interest charged in 2012	\$0.00
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2012. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 31 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases			
Current Purchases	\$42.27	19.24%(v)	\$2.00
Balance Transfers			
Current Balance Transfers/Checks	\$0.00	19.24%(v)	\$0.00
Cash Advances			
Current Cash Advance	\$0.00	21.99%(v)	\$0.00
Total			\$2.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate



Payment Due Date	June 01, 2012
Minimum Payment Due	\$6.73
Previous Balance	\$61.98
Statement Balance	\$6.73

Customer News

TIME TO HONOR DADS AND GRADS

Use your Travelocity Rewards American Express Card for everything from caps and gowns to Father's Day ties!

Travelocity Rewards American Express® Card

Issued and Administered by Barclays Bank Delaware
 Primary Account Number Ending in (b)(6)
 Statement Billing Period: 04/05/12 - 05/04/12

Page 1 of 4
 Questions? Call 1-866-734-8040
 MyTravelocityRewards.com

Account Summary

Minimum Payment Due	\$6.73
Payment Due Date	06/01/12
Statement End Date	05/04/12
Credit Line	\$500.00
Credit Available	\$493.27
Cash Credit Line	\$100.00
Cash Credit Available	\$100.00
Past Due Amount	\$0.00
Overlimit Amount	\$0.00

Activity Summary

Previous Balance	\$61.98
- Payments	\$36.98
+ Purchases	\$0.00
- Other Credits	\$20.33
+ Balance Transfers	\$0.00
+ Cash Advances	\$0.00
+ Fees	\$2.06
+ Interest	\$0.00
Statement Balance	\$6.73

Payment Information

Statement Balance	\$6.73
Minimum Payment Due	\$6.73
Payment Due Date	6/1/2012

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 30.24%.

Reward Summary

Beginning points balance	+	294
Points earned on Travelocity this period	+	0
Points earned on your everyday spend category, restaurants	+	0
Points earned everywhere else	+	0
Bonus points	+	0
Barclaycard Rewards Boost	+	0
Adjustments	+	0
Total points earned this period	=	0
Points redeemed this month	-	0
Ending points balance	+	294

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at
 MyTravelocityRewards.com

Check for address change.
 Complete form on the back.



Card Services
 P.O. Box 13337
 Philadelphia, PA 19101-3337



----- manifest line -----
 (b)(6)
 SAN ANTONIO TX (b)(6)

Amount Enclosed: \$

Account Number	(b)(6)
Minimum Payment Due	\$6.73
Statement Balance	\$6.73
Payment Due Date	June 01, 2012



(b)(6)

06/4/06 1/4

6710



Activity for (b)(6) - Card ending in (b)(6)

Payments			
Trans Date	Posting Date	Transaction Description	Amount
04/09	04/09	Payment Received FROSTBANK	-\$36.98
Total Payment Activity			-\$36.98
Purchases			
02/10	04/26	ACGT PROTECTOR10% REFUND	-\$0.33
Total Purchase Activity			-\$0.33
04/01	04/09	LATE PAYMENT	-\$20.00
			-\$20.00

Summary of Fees and Interest

Fees			
Trans Date	Posting Date	Transaction Description	Amount
05/04*	05/04	MINIMUM CHARGE	\$2.00
05/04	05/04	ACCOUNT PROTECTOR 1-800-742-1461	\$0.06
Total Fees for this Period			\$2.06
Interest Charged			
Trans Date	Posting Date	Transaction Description	Amount
Total Interest for this Period			\$0.00

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2012	\$64.04	Total Interest charged in 2012	\$0.00
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*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2012. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 30 Days in Billing Cycle

	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases			
Current Purchases	\$6.89	19.24%(v)	\$2.00
Balance Transfers			
Current Balance Transfers/Checks	\$0.00	19.24%(v)	\$0.00
Cash Advances			
Current Cash Advance	\$0.00	21.99%(v)	\$0.00
Total			\$2.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate

**NORTHSTAR
LOCATION SERVICES, LLC**

4285 Genesee Street
Cheektowaga NY 14225-1943
ADDRESS SERVICE REQUESTED

1-855-211-4583
Hours Mon-Thurs 8AM-10PM ET,
Fri 8AM-8PM ET, Sat 8AM-2PM ET

01/02/13

Northstar Location Services, LLC
Attn: Financial Services Dept.
4285 Genesee Street
Cheektowaga, NY 14225-1943

20130000001026-LT1 944855178



(b)(6)
San Antonio TX (b)(6)

Creditor	BARCLAYS BANK DELAWARE / TRAVELOCITY REWARDS AMEX
Account #	***** (b)(6)
Balance	\$217.37
Amount Remitted	

Payment Website: <https://www.gotonls.com>

TO ENSURE PROPER CREDIT, RETURN THIS PORTION WITH YOUR PAYMENT.

Creditor	Account #	Balance
BARCLAYS BANK DELAWARE / TRAVELOCITY REWARDS AMEX	***** (b)(6)	\$217.37

The above account has been referred to our office by BARCLAYS BANK DELAWARE. Your account is listed as delinquent with a total amount due of \$217.37.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt to be valid. If you notify this office in writing within 30 days of receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and a copy of such verification or judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor.

To make paying your account more convenient we offer the following payment options:

- Check-by-phone at 1-855-211-4583
- MoneyGram ExpressPayment
- Credit or Debit Card
- Web Pay at www.gotonls.com
- Pay in person at our office
- Enclose your payment in the envelope

You may contact a Northstar Account Representative toll free at 1-855-211-4583 or direct dial our Remittance Department at 1-855-211-4583 to make your payment.



(b)(6)
San Antonio, TX (b)(6)

Northstar Location Services, LLC
ATTN: Financial Services Dept.
4285 Genesee Street
Cheektowaga NY 14225-1943

RE: ACCT #.....(b)(6)

TO WHOM IT MAY CONCERN:

I am in receipt of a bill for \$217.37 for Barclays Bank Delaware/Travelocity Rewards AMEX. I do not owe any money to this company. Last spring sometime I canceled this credit card and all fees (they claimed I owed) was canceled by their financial supervisor.

In early 2011, I used the Travelocity credit card which had a \$325.00 limit while traveling for gasoline and lodging and in April I paid it in full. I never used the card again. I am enclosing a copy of the receipt.

Please send me a copy of a statement showing what the amount of \$217.37 with all receipts showing my signature or a copy of a signed contract showing I agreed to pay such amount. Since I cancelled the above card that makes it difficult to charge any thing to the card, and I have never received a loan or any merchandise for such amount so therefore I do not see how I can owe anything.

I need to know why you are harassing me for a sum that I never used my card for or signed a contract agreeing to pay. If this harassment continues I plan on hiring an attorney and suing Barclay Bank Delaware for harassment. I do not need this. I am a senior citizen on a fix income so I am very careful with my money,

I expect a notification from you and an apology within two (2) weeks of receipt of this letter.,

Thank you.

(b)(6)

cc: Better Business Bureau
11550 W. IH-10, #280
San Antonio, TX 78230
(Copies attached)

My files indicate that was

4285 Genesee Street
Cheektowaga, NY 14225-1943

NORTHSTAR
LOCATION SERVICES, LLC
1-855-211-4583
Hours Mon - Thurs 8AM - 10PM ET
Fri 8AM - 8PM ET
Sat 8AM - 2PM ET

RETURN SERVICE REQUESTED

January 31, 2013

(b)(6)
SAN ANTONIO TX (b)(6)

Creditor: BARCLAYS BANK DELAWARE /TRAVELOCITY REWARDS
Account # ending in (b)(6)
Balance: \$217.37

Dear (b)(6)

Per your request, please find the enclosed information regarding the above notated account.

After you have reviewed this information, please contact us at 1-855-211-4583 to discuss payment options. You may also visit our website at <https://www.gotonls.com> to make a payment.

Thank you for your attention to this matter.

Federal law requires that we inform you this communication is from a professional debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Sincerely,

Northstar Location Services, LLC

2/5/13
Spoke to North Star
said it would
be removed
from their
files -
They spoke to
Barclays said
letter would be
written saying
BAI take
over.



Application #

(b)(6)



App ID #	App Date	App Type	Channel	Partner Name	Status
(b)(6)	20110206	01	26	Travelocity Rewards	A

Call Recvd From	Session ID	IP Address
(b)(6)	(b)(6)	(b)(6)

Prefix	First Name	Middle	Last Name	Suffix	D.O.B.	Mother Maiden Name
	(b)(6)		(b)(6)		(b)(6)	(b)(6)
	Address	Address 2	City	ST	Zip Code	
(b)(6)			SAN ANTONIO	TX	(b)(6)	

Email Address	Home Phone #	Own/Rent	Monthly Mrtg/Rnt Pymnt	Credit Limit
(b)(6)	(b)(6)	O	\$0.00	\$500.00

App Recvd Time (EST)	Yearly Income	Employer Name	Work Phone #
2/6/2011 10:11:57 PM	(b)(6)	Retired Executive Legal Secretary	(b)(6)

Auth User First Name	AU Middle	Auth User Last Name	AU Suffix

BT1 Account #	BT2 Account#	BT3 Account#
Amount 1	Amount 2	Amount 3
Amnt Approved 1	Amnt Approved 2	Amnt Approved 3

PO BOX 15630
DEPT 02
WILMINGTON, DE 19850



Calls to or from this company may be monitored or recorded for quality assurance.

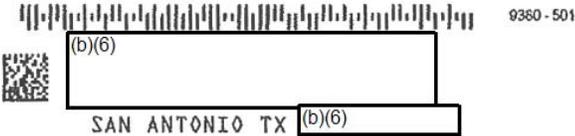
NCO FINANCIAL SYSTEMS, INC.

507 Prudential Road, Horsham, PA 19044

877-825-4011
OFFICE HOURS(ET):
8AM-9PM MON THRU THURSDAY
8AM-5PM FRIDAY
8AM-12PM SATURDAY
Apr 3, 2013

CREDITOR: BARCLAYS BANK DELAWARE
CREDITOR'S ACCOUNT #: XXXXXXXXX (b)(6)
REGARDING: Travelocity Rewards American E
CURRENT BALANCE DUE: \$217.37

09-1794



The named creditor has placed this account with our office for collection. It is important that you forward payment in full.

If you choose not to respond to this notification, we will assign your account to a collector with instructions to collect the balance.

To assure proper credit, please put our internal account number (b)(6) on your check or money order and enclose the lower portion of this letter, or a copy thereof, with your payment. If you need to speak to a representative, contact us at 877-825-4011.

Returned checks may be subject to the maximum fees allowed by your state. You may also make payment by visiting us online at www.ncofinancial.com. Your unique registration code is (b)(6). To receive future notices for the account(s) by e-mail, visit www.ncofinancial.com for details.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This is a communication from a debt collector.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (MAKE SURE ADDRESS SHOWS THROUGH WINDOW)

TX RESIDENTS VISIT OUR WEBSITE AT WWW.NCOGROUP.COM
TO REVIEW YOUR RIGHTS UNDER FEDERAL AND TEXAS LAW.

Our Account #	Creditor's Account #	Current Balance Due
(b)(6)	(b)(6)	\$ 217.37

Payment Amount



\$

Check here if your address or phone number has changed and provide the new information below.

Mail Payment To:

|||||
NCO FINANCIAL SYSTEMS
PO BOX 15372
WILMINGTON, DE 19850-5372

(b)(6)

NCOP A
501



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

FEB 23 2004

Office of the Secretary

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, TX 78701-3226

Re: FTC Ref. No. 14009470

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) of Devine. (b)(6) is attempting to correct errors on his credit reports.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituent's concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); *see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale Assocs.*, 103 F.T.C. at 174-83.

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

In addition, the Commission enforces the Fair Credit Reporting Act ("FCRA"), which protects the privacy of consumer information compiled by consumer reporting agencies ("CRAs"), ensures fairness to consumers, and promotes accurate reporting by CRAs. The Fair and Accurate Credit Transactions Act of 2003 (FACT Act), Pub.L.108-159, 117 Stat.1952, significantly amended the FCRA and gave consumers a number of new rights. Moreover, section 604 of the FCRA protects consumer privacy by restricting access to consumer reports, such as credit reports, to persons with "permissible purposes." The primary "permissible purposes" are consumer-initiated credit transactions, employment applications, and applications for insurance. Section 605 of the Act promotes fairness for consumers by limiting the length of time that adverse information may be reported by CRAs. Generally, adverse information may be reported for only seven years. There are certain exceptions, however, including one for bankruptcy filings, which may be reported for ten years. Also, if the consumer report is made in connection with a credit or life insurance transaction of \$50,000 or more -- or employment at an annual salary of \$20,000 or more -- there is no time limit on reporting adverse information. I should note that while this section prohibits reporting adverse information beyond the specified period, it does not prohibit a credit reporting agency from retaining adverse information in its files beyond that time, since the information may be reported in certain excepted circumstances (such as where the amount of credit requested exceeds \$50,000).

The FCRA has a number of provisions that promote the accuracy of consumer reports. Section 607 requires consumer reporting agencies to have in place "reasonable procedures to assure maximum possible accuracy." Section 623 imposes a number of duties upon furnishers of information to CRAs that are designed to promote accuracy. The FACT Act expanded the duties of furnishers to include compliance with accuracy guidelines to be issued by the Commission and the banking and credit union regulators. A key FCRA provision promoting accuracy is Section 615, which requires report users to inform consumers when actions adverse to their interests (such as the denial of credit or insurance) are taken based on consumer reports, and Section 612, which requires consumer reporting agencies to provide a free report to each consumer who is the subject of an adverse action. The FACT Act also increased the availability of free consumer reports by allowing all consumers to obtain one free report a year upon request. In addition, the FACT Act permits consumers to obtain additional free reports in a number of

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); *see generally Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

additional situations. For example, consumers who are victims of identity theft are entitled to an additional two free reports a year, and consumers who are the victims of fraud are entitled to one additional free report. The increased opportunity for consumers to review their files should help consumers identify errors more quickly.

The FCRA provides a set of procedures for consumers to follow when disputing any errors in their reports. These are found in Section 611 of the statute. Generally, all investigations must be completed by CRAs within 30 days, and incorrect items must be either corrected or removed from the consumers' files. The FACT Act amendments increased consumers' rights in this area by amending Section 623 to require information furnishers to conduct investigations made directly to them by consumers. The FACT Act also added a number of provisions to the FCRA to help protect consumers from identity theft and to make it easier for consumers to deal with identity theft problems. For example, Section 605A of the FCRA allows consumers to add identity theft (and active duty military) alerts to their files and require businesses to follow specific procedures in these cases to protect consumers. Section 605B of the FCRA permits consumers to block accounts that appear on their consumer report if the accounts are the result of identity theft. Finally, Section 616 and Section 617 of the FCRA give consumers the right to sue CRAs or other persons covered by the Act for willful or negligent violations of the FCRA. Consumers who sue and prevail under either Section are entitled to recover any damages sustained, a reasonable attorney's fee, and the costs of the action. In addition, under Section 616, which covers "willful" violations, a consumer who proves that a defendant committed a willful violation may also recover whatever punitive damages the court may allow.

The Commission has an active law enforcement program for the FCRA. In recent years, this program has focused upon a number of areas of the FCRA that are of critical importance to consumers. A number of years ago, we entered into consent agreements with all three of the national credit bureaus that require the bureaus to have personnel accessible to consumers during normal business hours to discuss consumer disputes as required by Section 609(c) of the FCRA. U.S. v. Equifax, No. 1:00-CV-87 (N.D. Ga. 2000); U.S. v. Experian, No. 3:00-CV-0056-L (N.D. Tex. 2000); U.S. v. TransUnion, 00-CV-0235 (N.D. Ill. 2000). The companies paid a total of \$2.5 million in civil penalties in these settlements, and the settlements continue to provide important protections for consumers. More recently, the Commission has investigated a number of companies to determine whether the companies were reporting proper delinquency dates for collection accounts to the credit bureaus. This date is important because it triggers the seven-year reporting period for adverse information, and our work in this area is ongoing.

The Commission has also worked to educate the public and the business community as to the requirements of the FCRA. The Commission's staff has published a large number of both new and revised consumer and business education brochures which explain in simple terms consumer rights and industry duties under the amended FCRA, and I have enclosed copies of these brochures for your constituent's information. Moreover, the staff has issued numerous staff opinion letters concerning the requirements of the FCRA. In addition, the Commission has responded to tens of thousands of inquiries from consumers and industry representatives

concerning the FCRA, and staff members have spoken to numerous industry groups and their counsel around the country to help educate industry on their FCRA compliance obligations. I should also note that the Commission maintains a "Fair Credit Reporting Act" category on the Commission Web site at the following location: <http://www.ftc.gov/os/statutes/fcrajump.shtm>, and it is devoted to providing the public with easy access to the statutory text, the prescribed forms, Commission publications, and staff opinion letters on the amended FCRA. I have enclosed a copy of this page for your and your constituent's information.

Consumers who wish to contact Equifax, Experian (formerly TRW), or Trans Union (the three largest CRAs) directly -- in order to secure corrections in their consumer reports or for other purposes -- may do so by using the following addresses and telephone numbers:

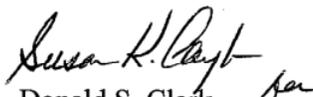
Equifax: P.O. Box 740241
Atlanta, Georgia 30374-0241
(800) 685-1111

Experian (formerly TRW): P.O. Box 2104
Allen, Texas 75013
(888) EXPERIAN (397-3742)

Trans Union: P.O. Box 1000
Chester, Pennsylvania 19022
(800) 916-8800

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,


Donald S. Clark,
Secretary of the Commission

14079470



U.S. Senator Ted Cruz

United States Senator • Texas

TO: Director Bumpus

FAX #: 202-326-3585

DATE: 7 JAN 2014

FROM: Susanna Sovran

Susanna_Sovran@Cruz.senate.gov

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

OF PAGES (including cover sheet): ~~10~~ 10

NOTES: Please see

(b)(6)

inquiry re: credit bureaus

Many Thanks,

Susanna Sovran

FEDERAL TR
MISSION
3:27
RANCH
CONG. CO

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate

WASHINGTON, DC 20510

January 7, 2014

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Director Bumpus:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS

(b)(6)

DEVINE, TEXAS (b)(6)
TEL: (b)(6)

AUG. 21, 2013
HONORABLE TED CRUZ
UNITED STATE SENATE
3133 GEN. HUDNELL DR. STE. 120
SAN ANTONIO, TEXAS 78226

ATTENTION: CONSTITUENT SERVICES
961 J.J. PICKLE FEDERAL BUILDING
300 EAST EIGHTH STREET
AUSTIN, TEXAS 78701
(512) 916-5839

HONORABLE SENATOR CRUZ:

I APPRECIATE YOUR PROMPT RESPONSE TO INITIATE INQUIRIES ON MY BEHALF AND RETURN THE SIGNED PRIVACY ACT FORM TO CONSTITUENT SERVICES AS PER YOUR INSTRUCTIONS. SHOULD YOU HAVE ANY ADDITIONAL QUESTIONS PLEASE CONTACT ME AT THE ABOVE TELEPHONE.

(b)(6)

CONSTITUENT SERVICES
961 J.J. PICKLE FEDERAL BUILDING
300 EAST EIGHTH STREET
AUSTIN, TEXAS 78701
(512) 916-5839

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U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) _____ . In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

MAILING ADDRESS: (b)(6)

DeVine TEXAS (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)

WORK PHONE #: (b)(6)

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: _____ (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? _____

(b)(6)

Aug 21 - 2013

(Signature)

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street

Austin, Texas 78701

Fax: 512-916-5839

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

WHAT DO YOU WANT?

What do you want? Please describe your problem and what you want the Senator to do about it. Be as specific as possible. Include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

HOW DO YOU WANT TO BE CONTACTED?

How do you want to be contacted? Please check the appropriate box. If you do not want to be contacted, please check the "Do Not Contact" box. You can also provide a phone number and e-mail address if you wish to be contacted. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

(b)(6)

DEVINE, TEXAS (b)(6)
TEL: (b)(6)

AUG. 21, 2013
HONORABLE TED CRUZ
UNITED STATE SENATE
3133 GEN. HUDNELL DR. STE. 120
SAN ANTONIO, TEXAS 78226

ATTENTION: CONSTITUENT SERVICES
961 J.J. PICKLE FEDERAL BUILDING
300 EAST EIGHTH STREET
AUSTIN, TEXAS 78701
(512) 916-5839

HONORABLE SENATOR CRUZ:

I am debt free. I pay my credit cards' total balance each month, usually \$5000.00 to \$10,000.00 paid each month, timely.

I have borrowed up to \$3,000,000.00 paid out in advance as with all of my debts. I co-signed for a former wife at (b)(6) apartments in a mold infested apartments. She was hospitalized twice and they (b)(6) refuse to clean it up. She moved out and has been O.K. since and it paying the rent timely. This situation nearly killed her.

The other item is that I was with DISH Network 9 years and was not one time late nor any other problems, but each month they over billed me \$5.00 to \$9.00 over the contract amount. This, they would adjust every time after I called using 2 to 3 hours of my time pushing buttons trying to speak to a person. I advised them the next time would be the last time. Nevertheless I did not move and continued to do it 3 more times. I quit them while I was current on payments, after approximately 9 years. I moved and they attempted to cheat again for \$9.73. I called Direct TV and moved there. I have been current with them also. The total problem was their attempt to steal \$5 to \$9 per month, each and every month from me. In the 9 years I was never a day late. Then they tried to collect \$1300.00 from when I quit- now they want \$742.00 from me. I've told them they can have their equipment and boxes but come and get it and give me a paid in full receipt.-They won't so I'm not giving up the equipment. If they steal \$5 to \$9 why should I trust them on \$1,300.00.

July 24, 2013

Honorable Senator Cruz:

I enclose a copy of the letter I have written to the credit reporting agencies. I kindly ask you, who regulates these institutions as they can greatly affect one's financial dealings and the amount of interest that is charged for a loan or even denied a loan.

I hope you can help me in this matter.

(b)(6)



(b)(6)

DEVINE, TEXAS (b)(6)

JULY 24, 2013

TransUnion LLC
Consumer Dispute Center
P.O. Box 2000
Chester, PA 19022

Experian
PO box 2002
Allen, Texas 75013-0949

Equifax Credit Information Services, Inc
P.O. Box 740241
Atlanta, GA 30374

Dear Sir or Madam:

RE: (b)(6)
SS# (b)(6)
REPORT ID # (b)(6)

In reference to the above mentioned credit report.
I have disputes on my credit report. I request removal of the following items:

(b)(6) San Antonio, Texas presented serious health issues because of the presence of Mold. It was so bad that my wife had several trips to the hospital. We had to break the lease and this was reported to your agencies. I dispute this action because according to the **Texas Real Estate Commission Act Section 535.227** Titled general provisions. Property rental administrations are required to notify in advance of the presence of Mold as an environmentally hazardous toxin. Something that was never done. Thus, gave me grounds to break the lease. There is an additional aspect to this dispute, the unit in question, was rented within a period of 2 months and not the entire amount due on the lease of \$4,200.00 dollars. As it appears to you, is not a factual statement of the loss. The apartment administration acted in violation of the above mentioned provision **as it failed to notify of the presence of a hazardous fungus.**

Dish Network, has reported me for a loss for the lack of return of their equipment. I had **CONSTANT** issues with **OVER BILLING**. I paid promptly for 7 years yet every month, in the last years of my service I had to spend countless hours on the phone to have the monthly statement corrected, to no avail. I have repeatedly

(b)(6)

DEVINE, TEXAS (b)(6)

advised them that they should come and get their equipment. This loss must also be deleted from my credit report. I request that both dates of these items be checked, as the time for this action has concluded.

I have a net worth of \$18,000,000.00 USD and debt free. I own 7 houses, 6 high dollar vehicles, income producing commercial properties and a luxurious farm with exotic animals. I pay promptly any and all debts. Why is my credit score 638?

I await your prompt response.

Thank you

(b)(6)

I have a net worth of \$18,000,000.00 USD and debt free. I own 7 houses, 6 high dollar vehicles, income producing commercial properties and a luxurious farm with exotic animals. I pay promptly any and all debts. Why is my credit score 638?



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

NOV 27 2003

Office of the Secretary

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, TX 78701-3226

Re: FTC Ref. No. 14009043

Dear Senator Cruz:

Thank you for your letter on behalf of your constituents (b)(6)

(b)(6)

of Dayton, concerning their contractual agreement with Silverleaf Resorts.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituents' concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); *see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale Assocs.*, 103 F.T.C. at 174-83.

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

In conjunction with the foregoing statutory law enforcement criteria, we can provide some basic information that may be helpful to consumers who are considering either the purchase of a timeshare or an effort to cancel such a purchase or resell a timeshare. Timesharing is a term adopted by the resort industry to encompass such property interests as timesharing, vacation ownership, vacation clubs, interval ownership, and fractional ownership, where occupancy rights are subject to a recorded timesharing plan. In other words, a consumer who purchases a timeshare typically receives the right to a specified period of time -- usually one particular week each year -- at a particular resort. Most timeshares are sold to vacationers who are renting a unit at a resort. Usually at check-in, the vacationer is offered an amenity at the resort in exchange for attendance at a sales seminar. Developers of timeshare resorts also use mail solicitations that promise free gifts or a weekend at the resort as a means to lure potential purchasers to their sales presentations.

In general, consumers who make informed purchase decisions are less likely to be taken in by deceptive timeshare marketers. As with any purchase that costs thousands of dollars, consumers should understand precisely what they will receive -- and should have that information in writing, as an express part of the contract -- before they sign any type of purchase or rental agreement or pay any fees. Thus, the general considerations described below should be accompanied by a careful analysis and professional advice -- including, if possible, advice from an attorney expert in the timeshare area -- concerning all aspects of a particular prospective purchase. Consumers should in particular determine -- and receive written commitments concerning -- their precise and specific rights of cancellation, if any, under the contracts at issue.

The Commission and the Commission staff suggest that consumers consider the following points before purchasing a timeshare:

1. *Consumers should avoid impulse purchasing.* Most sales of timeshares are made to consumers who are on vacation, or who have received a solicitation in the mail offering a free gift in exchange for attendance at a sales seminar. Experience has shown that most timeshare owners did not intend to purchase a timeshare at the time they in fact purchased such interests.

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); see generally *Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

2. *Consumers should not purchase timeshares as investments.* Depending on inflation, and on whether and how a particular timeshare purchase is financed, it could take between 10 and 20 years for that timeshare purchase to prove to be a better investment than simply renting the same timeshare each year during that period. Moreover, if the consumer decides not to vacation at the timeshare in question one or more years, the break-even date is pushed even further into the future. Consumers should also remember that annual real estate taxes and maintenance fees will increase each year; that they will have to pay those taxes and fees even after their timeshares have been paid off; and that their heirs will similarly have to continue paying those taxes and fees. Furthermore, timeshare owners at most resorts are also responsible for paying extra assessments for major improvements or repairs, and these costs can be considerable.

3. *Consumers should take a long view of timeshare purchases.* For the average consumer, the useful life of a timeshare is seven years. After seven years, lifestyles frequently change due to factors such as aging, state of health, divorce, changes in employment, and children. It is important to emphasize, in this regard, that resales of timeshares are extremely difficult, if not impossible, to effect. Those consumers who are lucky enough to be able to sell their timeshares usually are forced to accept less than half what they originally paid for their timeshare interests. Indeed, one survey covering the last 20 years found that only 3.3 percent of timeshare owners reported being able to resell their timeshare interests. Moreover, consumers should be extremely cautious about individuals and firms that purport to offer to help resell timeshare interests for a fee. Most such individuals and firms promise far more than they can deliver. The Commission has sued in federal court a number of purported timeshare resale companies, alleging that they lied to consumers about their ability to sell the properties in question. In particular, as a general rule, consumers should not deal with any firm that requires an up-front payment in exchange for purported efforts to sell timeshares.

4. *The best approach to reselling a timeshare may be to give the property interest back to the developer.* Some timeshare properties will accept a deed in lieu of foreclosure. While consumers who follow this approach lose the money that they have already paid, this practice at least saves them having to continue to pay the annual taxes and fees. It is important to emphasize, however, that developers and their successors in interest -- frequently timeshare homeowners' associations -- are likely to be reluctant to take timeshares back, because they need the annual tax and fee payments in order to keep their own expenses down. Thus, consumers who are considering purchasing timeshares should endeavor to have included in the agreement a clause that expressly allows the buyer to deed back the timeshare to the developer or its successor in interest, should such a conveyance become necessary.

5. *Consumers should review all documents or have someone familiar with timeshare sale contracts review them before they make a purchase.* Consumers should ask if the contract provides a "cooling-off" period during which they can cancel the contract and get a refund. Some states require such a cooling-off period. If there is such a provision, consumers can use that time to reconsider their decision. If there is no cooling-off period, consumers should understand all aspects of the purchase and review all materials before they sign. Preferably, consumers should go home to think through a purchase and review documents.

Many developers of timeshare properties typically borrow money from lenders who take a mortgage on the resort property. In many instances, the developer does not release the underlying liens until the whole mortgage is paid to the lender. Thus, many timeshare deeds are defective and cannot be conveyed until the developer releases the lien. Review the contract carefully to see what will happen under these circumstances.

6. *Consumers should ensure that all aspects of the agreement -- including in particular any promises made by the salespersons -- are in writing.* In particular, a consumer considering a particular purchase should ask the salesperson involved to point to the section of the written contract that contains the promises made orally. Consumers should also be especially cautious about and question any oral claims that contradict the contract, and should take notes of representations made during sales presentations, in order to facilitate contract negotiation and review.

7. *Consumers should not be tempted by gifts and prizes.* Many timeshare promoters offer gifts to potential buyers who agree in turn to attend sales presentations. Consumers should carefully consider the actual value of these "gifts" and "prizes." If the only reason a consumer plans to attend a sales presentation is to receive a promised, he or she should be aware that common promotional "gifts" and "prizes" have little or no value; they typically include fake gemstones; purported "gold" ingots, with minimal gold content and worth no more than a few dollars; or purported "vacation awards" which do not cover major costs such as travel and food. Consumers who are not actually interested in purchasing a timeshare should consider whether the travel time to the resort in question -- typically three hours or more -- and attendance at a sales presentation of at least three hours in length is worth the free "gift" that they are likely to receive.

8. *Consumers should check timeshare developers' track records.* A resort or development will be a good place to vacation only if it is run properly. Therefore, consumers should research the track record of the seller, developer, and management company before they purchase any type of timeshare interest. Consumers should also visit the facilities and, if possible, talk to other purchasers. In addition, consumers should ask for a copy of the current maintenance budget, in order to determine what steps will be taken to manage and repair the property -- and to replace furnishings as needed -- and to determine which individuals or entities will provide the promised services. Furthermore, consumers should find out whether these arrangements will remain in effect over a long period of time or just for the near future. Local real estate agents, Better Business Bureaus, and consumer protection offices are often good sources of information on these and other important issues.

9. *Consumers should remember that nonperformance of crucial functions can be a substantial problem.* Consumers should be particularly reluctant to purchase a timeshare in a development where utilities are not in place or where facilities have not been completed. In this type of situation, it is particularly important for consumers to find out what their rights are if the developer or management company has financial problems or in some way defaults on its

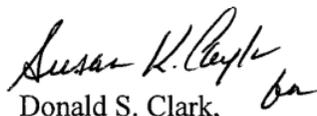
obligations to provide these utilities and other facilities. In particular, consumers should ensure that any agreement they sign includes two clauses, respectively guaranteeing "non-disturbance" and protecting them against "nonperformance." A non-disturbance provision should ensure that consumers will continue to have the use of their timeshares [including, in particular, the land], notwithstanding default and subsequent third party claims against the developer or management firm. A non-performance protection clause should provide that the consumer purchasers will keep all their ownership rights, even if a third party, such as a bank, is required to buy out their contracts. Attorneys expert in the timeshare area can provide consumers with more information about these provisions.

10. *Consumers should be even more cautious about purchasing timeshares in locations outside the United States.* Most of the protections afforded to consumers by state and federal law do not apply outside of the United States. Moreover, resolving problems that may arise may also be more difficult due to language barriers.

In addition to the foregoing steps, consumers who consider buying a particular timeshare should contact the state and local consumer protection offices where the timeshare is located for advice and information about the development before it is purchased. Because the interpretation of contracts is governed by state law, a particular consumer's contract may be more appropriately reviewed by the State Attorney General's office. Moreover, if consumers have disputes concerning the purchase of a timeshare, many state and local consumer protection offices are able to engage in individual case work to try to resolve such problems, and consumers can also file complaints against the realtor and the developer involved with the local Better Business Bureau and with the State Board of Realtors.

We hope that the foregoing information is of assistance in addressing your constituents' concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,


Donald S. Clark,
Secretary of the Commission

*see time page
14009040*



U.S. Senator Ted Cruz

United States Senator • Texas

TO: *Director Bumpus
Congressional Request*

FAX #: *202-326-3585*

DATE: *1 NOV 2013*

FROM: Susanna Sovran
 Susanna_Sovran@Cruz.senate.gov

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

OF PAGES (including cover sheet): *39*

NOTES:

*Please see attached for Senator Ted Cruz's
 request to help [redacted]
 Thank you in advance for your time + efforts.*

Susanna Sovran

FEDERAL TRADE COMMISSION
 2013 NOV -1 PM 3:00
 CONG. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate
WASHINGTON, DC 20510

November 1, 2013

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Director Bumpus:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) Silverleaf Resorts, Inc.

In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

MAILING ADDRESS: (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)

WORK PHONE #: (b)(6)

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: (b)(6) applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy) (b)(6)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? Better Business Bureau, Federal Trade Commission written to and the Attorney General's office and haven't received any assistance on the cancellation of the contract.

(b)(6)
DAYTON, TX (b)(6)

June 10, 2013

Silverleaf Resorts, Inc.
1221 River Bend Drive, Suite 120
Dallas TX 75247

CONTRACT #: (b)(6)

SALESPEOPLE: NAVEE PRAK, BRIDGETTE CHILDERS, JAMES SKINNER

NOTARY: ANISHA WATTS

Dear Silverleaf,

We bought a timeshare from your company last August. We were presented one product, and we ended up with one that was completely different, which we were unable to use. Instead of trying to correct the mistake, your company converted us to another product and charged us more for it. We consider this a terrible way to do business, and we want to cancel this timeshare agreement.

We went to a meeting at Piney Shores Resort because we had won a free cruise in a drawing and in order to receive it we had to attend a "short" presentation. It was scheduled for an hour, but we were there for almost eight hours. During that time we were continuously misled as to what we were considering purchasing. The salespeople said that it was actual real estate. We were guaranteed that the value would increase like a house, and that it would never depreciate. We would have a mortgage like owning a house, they said, and once it was paid off we could sell it for a profit. We eventually paid a timeshare broker \$600 to sell it, but it was never sold.

We were promised that our ownership would allow us to exchange our week through RCI. This was our main reason for agreeing to purchase. After calling RCI, we found that we were unable to exchange. In speaking to another one of your salespeople, we found that the week we owned had no value. It was an "old" week, one they didn't even sell anymore. We were told that the only way out of it was to upgrade. Of course, this was at a greater cost.

The fees associated with the purchase were not fully explained to us—or not explained at all. It wasn't until we returned for the second meeting that we learned of maintenance fees, and that they would increase.

Other lies or dubious claims:

We were told that we were getting a huge discount because the unit that was a foreclosure. We were only required to pay the remainder of the balance due.

A water park was to be built in Tyler, Texas. This would be the only water park in the area, making our timeshare even more valuable than other resorts. Where is the water park?

Salesman James Skinner claimed he was paid a salary and not a commission. We know this to be false, as the contract shows a commission was paid.

We were never told we had the right to cancel the contract. We were told we were signing an agreement that would not allow us to take them to court. Any issues would be handled "in house." This sounds rather shady, and it should have sent up a red flag in the meeting, except that by that time we were exhausted and probably not thinking too clearly.

These sales agents violated the law:

TEXAS BUSINESS AND COMMERCE CODE
TITLE 2: COMPETITION AND TRADE PRACTICES
CHAPTER 17: DECEPTIVE TRADE PRACTICES
SUBCHAPTER A: GENERAL PROVISIONS

Sec. 17.46: DECEPTIVE TRADE PRACTICES UNLAWFUL.

(a) False, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division under Sections 17.47, 17.58, 17.60, and 17.61 of this code.

(5) representing that goods or services have sponsorship, approval, characteristics, ingredients, **uses, benefits,** or quantities **which they do not have** or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;

(11) Making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions.

We have called your office to air our complaints. We spoke at length to Gary (extension 15538), who said he was a specialist, and told us that our request to cancel had no merit; when we said we were prepared to call outside agencies, Gary hung up on us.

We are prepared to call those agencies, in the hope that they will investigate your unethical business practices. Please cancel our contract and refund our money (we have never used the timeshare, and we will not use it), so that we will not have to pursue this next step.

Sincerely,

(b)(6)



SILVERLEAF RESORTS, INC. SETTLEMENT STATEMENT (HUD-1)

By signing below, I acknowledge receipt of the Settlement Statement (HUD-1).

(b)(6)

08/11/2012

08/11/2012

08/11/2012

08/11/2012

CO-APPLICANT'S SIGNATURE -

08/11/2012

CO-APPLICANT'S SIGNATURE -

08/11/2012

CO-APPLICANT'S SIGNATURE -

SILVERLEAF RESORTS, INC.

By: *[Handwritten Signature]*

(b)(6)



Good Faith Estimate (GFE)

Name of Originator	Silverleaf Resorts, Inc.
Originator Address	1221 River Bend Drive, Suite 120, Dallas, TX 75247
Originator Phone Number	(214) 631-1166
Originator Email	info@silverleafresorts.com

(b)(6)

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-In-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through ~~08/17/2013~~. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through ~~08/17/2013~~.
3. After you lock your interest rate, you must go to settlement within ~~30~~ days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least ~~30~~ days before settlement.

Summary of your loan

Your initial loan amount is	\$ 6,009.00
Your loan term is	7.00 years
Your initial interest rate is	17.90 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$127.23 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ 127.23.

Do we require you to have an escrow account for your loan?

No, you do not have an escrow account. You must pay these charges directly when due.

Yes, you do have an escrow account. It may or may not cover all of these charges. Ask us

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$325.00
B	Your Charges for All Other Settlement Services (See page 2.)	\$55.00
A + B	Total Estimated Settlement Charges	\$380.00

(b)(6)

Understanding your estimated settlement charges

Your Adjusted Origination Charges

1. Our origination charge. This charge is for getting this loan for you.	325.00
2. Your credit or charge (points) for the specific interest rate chosen. <input checked="" type="checkbox"/> The credit or charge for the interest rate of 17.90 % is included in "Our origination charge." (See item 1 above.) <input type="checkbox"/> You receive a credit of \$ _____ for this interest rate of _____ %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ _____ for this interest rate of _____ %. This charge (points) increases your total settlement charges. The trade-off table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	0

A Your Adjusted Origination Charges	\$325.00
--	----------

Some of these charges can change at settlement. See the top of page 3 for more information.

Your Charges for All Other Settlement Services

3. Required services that we select. These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Attorney Fees</td> <td>00</td> </tr> <tr> <td>Membership Fee to KCI</td> <td>\$3.00</td> </tr> </tbody> </table>	Service	Charge	Attorney Fees	00	Membership Fee to KCI	\$3.00	55.00
Service	Charge						
Attorney Fees	00						
Membership Fee to KCI	\$3.00						
4. Title services and lender's title insurance. This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	0						
5. Owner's title insurance. You may purchase an owner's title insurance policy to protect your interest in the property.	0						
6. Required services that you can shop for. These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Service	Charge			0		
Service	Charge						
7. Government recording charges. These charges are for state and local fees to record your loan and title documents.	0						
8. Transfer taxes. These charges are for state and local fees on mortgages and home sales.	0						
9. Initial deposit for your escrow account. This charge is held in an escrow account to pay future recurring charges on your property and includes <input type="checkbox"/> all property taxes, <input type="checkbox"/> all insurance, and <input type="checkbox"/> other _____.	N/A						
10. Daily interest charges. This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ _____ per day for _____ days (if your settlement is _____).	0						
11. Homeowner's insurance. This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Policy	Charge			0		
Policy	Charge						

B Your Charges for All Other Settlement Services	\$ 55.00
---	----------

A + B Total Estimated Settlement Charges	\$ 380.00
---	-----------

(b)(6)

Instructions

Understanding which charges can change at settlement

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
Origination charge Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) Your adjusted origination charges (after you lock in your interest rate) Transfer taxes	Required services that we select Title services and lender's title insurance (if you elect them or you use companies we identify) Owner's title insurance (if you use companies we identify) Required services that you can shop for (if you use companies we identify) Government recording charges	Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Owner's title insurance (if you do not use companies we identify) Initial deposit for your escrow account Daily interest charges Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with lower settlement charges, then you will have a higher interest rate.
- If you want to choose this same loan with a lower interest rate, then you will have higher settlement charges.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$6,009.00	\$ N/A	\$ N/A
Your annual interest rate	17.90 %	%	%
Your initial monthly amount owed	\$127.23	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$380.00	\$	\$

**For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.*

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	Silverleaf Resorts, Inc.			
Initial loan amount	\$6,009.00			
Loan term	7.00 years			
Initial interest rate	17.90 %			
Initial monthly amount owed	\$127.23			
Rate lock period	0 days			
Can interest rate rise?	No			
Can loan balance rise?	No			
Can monthly amount owed rise?	No			
Prepayment penalty?	No			
Balloon payment?	No			
Total Estimated Settlement Charges	\$380.00			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.

(b)(6)



Good Faith Estimate (HUD-GFE):

GOOD3



SILVERLEAF RESORTS, INC. GOOD FAITH ESTIMATE OF SETTLEMENT COSTS

By signing below, I acknowledge receipt of the Good Faith Estimate.

(b)(6)

CO-APPLICANT'S SIGNATURE -

08/11/2012

08/11/2012

08/11/2012

CO-APPLICANT'S SIGNATURE -

08/11/2012

CO-APPLICANT'S SIGNATURE -

08/11/2012

CO-APPLICANT'S SIGNATURE -

08/11/2012

SILVERLEAF RESORTS, INC.

By: *[Handwritten Signature]*

(b)(6)

ADDITIONAL TERMS AND AGREEMENTS

1. Within a reasonable period of time following recordation, Seller will deliver to Buyer a deed which will convey title on Buyer's Vacation Ownership Interest in the Unit described in the Property Description Addendum, subject to all easements and other exceptions of record but free and clear of any liens and encumbrances except for the liens in favor of Seller which secure payment of the Amount Financed, if any. Any ad valorem taxes assessed against the Vacation Ownership Interest shall be paid by Holiday Hills Resort Club (the "Club").

2. Buyer promises and agrees that Buyer will make the monthly installments due hereunder or due under any installment purchase money note on or before that date such payment is due. Time is of the essence. If Buyer should default in making such monthly installment payments when due, then Seller shall have one or more of the following options:

a. If the Note is placed in the hands of an attorney for collection, Buyer agrees to pay reasonable attorney's fees. Reasonable attorney's fees shall be deemed to be ten percent (10%) of the unpaid debt after default, unless either party pleads or proves otherwise.

b. If a deed has been delivered, to foreclose the Deed of Trust securing the Note in accordance with the terms of the Deed of Trust, and seek a judgment for any deficiency due on the Note.

c. Pursue any other remedy available to it under applicable state and federal laws, either at law or in equity, to enforce the terms of this Contract or said Note or any other document or agreement by which Buyer is bound.

d. During any period in which Buyer is in default in the payment of the Note, and until such default is cured, Seller shall have the right to prohibit Buyer from using Buyer's Vacation Ownership Interest or any other Silverleaf program.

3. Buyer acknowledges that the purchase of the Vacation Ownership Interest is made without reliance on any representations or agreements except as expressly set forth herein, and Buyer is not relying upon any representations concerning rentals, rent return, tax advantages, depreciation or investment potential or other monetary or financial advantage. Buyer is purchasing the Vacation Ownership Interest for Buyer's own use and not as an investment.

4. The Use Period number(s) listed in the Property Description Addendum is fully defined in the Declaration. The first day of each numbered week shall begin at 5:00 P.M. on that day. The last day of each numbered week shall end at 10:00 A.M. on that day.

5. All payments due under the Note shall be payable on the due date thereof, without notice, at the office of Seller in Dallas, Dallas County, Texas, or at such other place as Seller may by notice designate in the future.

6. All notices (other than a notice of cancellation from Buyer to Seller as set forth in Exhibit "A") which either party desires or is required to give to the other shall only be given in writing, delivered by mail and addressed (with sufficient postage) as follows:

a. To Buyer in care of the address as stated on this Contract or to the last known address provided by Buyer to Seller in writing and delivered in accordance with this paragraph.

b. To Seller at the address listed on the reverse side of this Contract. Said notice shall be deemed given when mailed to Seller by certified or registered mail, return receipt requested (with sufficient postage).

7. The Silverleaf Club, an organization which manages the resort on behalf of the Club, has appointed Silverleaf Resorts, Inc., as exclusive managing agent for the Silverleaf Club ("Agent"). Buyer specifically authorizes Agent to act on Buyer's behalf with regard to any and all rights or action necessary to protect Buyer's interest in the Unit and to assure enforcement of any and all provisions of this Contract, the Declaration and the By-laws of the Club (the "By-Laws"). Agent is specifically authorized to collect and enforce collection of all membership dues and assessments as set forth in this Contract, the Declaration and the By-laws. Agent is specifically authorized to promulgate rules and regulations and Buyer agrees that breach of same shall constitute a default under this Contract.

8. Buyer or Buyer's successor will be required to pay a monthly membership assessment to the Club. The membership assessment is based on the common expenses and costs of the Silverleaf resorts, other than Orlando Breeze Resort, including, but not limited to, ad valorem property taxes, insurance, utilities, maintenance, management, and administrative expenses, reserves for deferred maintenance and the like. Upon purchasing a Vacation Ownership Interest, Buyer automatically becomes a member of the Club. The failure of Buyer to pay the membership assessments shall constitute a default hereunder, and in addition, failure to pay such assessments entitles the Club to a lien against Buyer's Vacation Ownership Interest. The monthly membership assessment may be increased by the Club from time to time, and the Club is also authorized to make special assessments from time to time. Upon any conveyance of your Vacation Ownership Interest a change of ownership recordation fee will be payable to Seller, the amount of which is currently \$250 but which may be changed in the future as permitted by applicable laws.

9. This Contract and the agreements and promises herein set forth shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives, and the provisions of this Contract shall survive the closing of this transaction.

10. All articles of furniture, furnishings, personal property, fixtures and equipment included in the Unit are owned by the Silverleaf Club, and are not included in the purchase price set forth in this contract. No article may be removed from the Unit by a buyer of a Vacation Ownership Interest, and any article of furnishings, furniture, personal property or fixtures damaged or destroyed by Buyer, Buyer's guests, licensees, invitees or assigns, shall be immediately replaced or repaired by Buyer at Buyer's expense. If Buyer fails to replace or repair such items, Silverleaf Club shall have the option of replacing or repairing such items, all at the Buyer's expense. Buyer shall also pay a reasonable amount for the expense of the Silverleaf Club in replacing or repairing such items.

SILVERLEAF EXCHANGE ACKNOWLEDGMENT

(b)(6)

1. Congratulations, you have been granted the use of the Silverleaf Exchange program.
2. A Biennial Interval owner may deposit their owned week in the Silverleaf Exchange program from 2 years to 30 days before the owned week. Exchanges within the Silverleaf Exchange can only be requested within the same or lower resort classifications, unit types and color times based on the owned week, and may be requested up to 2 years after the owned week.
3. Exchange fees may be changed at any time. All fees will be evaluated annually.
4. Rules and Regulations governing the Silverleaf Exchange program can be changed and/or terminated at any time.
5. Your Contract and Maintenance Fees and Assessments must be current to confirm reservations.
6. The Silverleaf Exchange program is not in any way affiliated with the RCI exchange program.
7. Specific reservations in the Silverleaf Exchange program are based on availability.
8. Reservations must be for a 7 night stay.
9. Check-in time on the day of arrival is 5:00 P.M. and check-out time is 10:00 A.M. for owners in Getaway and Destination Resorts, exclusive of owners in Ambassadors, Chairmans and Presidents Units who have a check-in time of 4:00 P.M. and check-out time of 12:00 NOON.
10. Exchanges must be requested in the same or lower color times and in the same or lower unit types. Ambassadors, Chairmans, Presidents and Destination owners may request exchanges at Destination Resorts and Getaway Resorts. Getaway owners, exclusive of owners in Ambassadors, Chairmans and Presidents, may request exchanges only at Getaway Resorts. The Getaway Resorts participating are Holly Lake, Piney Shores Resort, The Villages Resort, Timber Creek Resort, Fox River Resort, Lake O'The Woods and Apple Mountam Resort. The Destination Resorts participating are Oak N'Spruce Resort, Holiday Hills Resort, Hill Country Resort, Ozark Mountam Resort, Silverleaf's Seaside Resort, and Orlando Breeze Resort.
11. The availability of reservations at Hill Country Resort, Orlando Breeze Resort, and Silverleaf's Seaside Resort are limited. The availability of reservations is extremely limited in June, July and August. Please remember there are also more requests during school spring breaks.

BY SIGNING THE SILVERLEAF EXCHANGE ACKNOWLEDGMENT, I ACKNOWLEDGE THAT THESE ITEMS HAVE BEEN READ TO ME, THAT I UNDERSTAND THE STATEMENTS AND TERMS OF THE SILVERLEAF EXCHANGE PROGRAM AND THAT I HAVE RECEIVED A COPY OF THE SILVERLEAF EXCHANGE DISCLOSURE STATEMENT.

SIGNED EFFECTIVE THE 11th DAY OF AUGUST 2012

(b)(6)

==
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(b)(6)

AUTOMATIC DEBIT OR CREDIT CARD AUTHORIZATION

SILVERLEAF ACCOUNT INFORMATION:

(b)(6)

METHOD OF PAYMENT (please check preferred form of payment):

Automatic Credit Card Payment

Credit/Bank Card

_____ American Express _____ Discover Card
_____ MasterCard / Visa

Credit Card Account Number: (b)(6)
Expiration Date(mm/yy): (b)(6)
Name as it appears on credit/bank card: (b)(6)

Pre-Authorized Checking Withdrawal (PAC) from Bank Account

Type of Account: _____ Checking _____ Savings

Name(s) on Bank Account

Bank Routing/ABA Number _____ Bank Account Number

Bank Name

Bank Address Street City State Zip

Voided Check or Deposit Slip: Please attach a voided check or deposit slip here:

Monthly Payment and Monthly Dues Amount: (please initial appropriate lines)

(b)(6) Monthly Payment Amount \$ 127 23 Start Date 10-1-12
Monthly Dues Amount \$ 38 22 Start Date 10-1-12
One Time Charge Only \$ _____ Draft Date _____

Signature:

I (we) authorize Silverleaf Resorts, Inc. ("Silverleaf") its successors and assigns, to deduct, each month, the amount of my (our) monthly payment and monthly dues associated with my (our) vacation ownership interest, or a one time payment, from the account or _____ above and in the amounts indicated above. (This authorization is to remain in effect until I (we) give written notification from me (us) of termination.)

(b)(6)

Date 08112012

Date 08112012

Account Holder's Signature for Authorization
(Must be an authorized signer for the account identified above)



RCI® Elite Rewards® World MasterCard® Application

Required Information

First Name: (b)(6)

Street Address (no PO boxes please): (b)(6) Apt. Number: _____

City: Nepton State: TX Zip: (b)(6) Years/Months There: (b)(6)

Home Phone^{††}: (b)(6) Email Address: (b)(6)

Social Security Number: (b)(6) Date of Birth (MM/DD/YYYY): (b)(6) Mother's Maiden Name: (b)(6)

Check here if you are a married resident of Wisconsin.

Total Annual Income[†]: \$ 30000

[†]Alimony, child support or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Please include all of your sources of income, including income from assets, that you would like considered as a basis for repaying this obligation.

Country of Citizenship*: United States of America Other: _____
Please include full name of country

Do you: Rent Own Other

Type of Employment: Government Homemaker Professional Self-Employed Service/Retail
 Skilled Trade Student Unemployed Other

Employer Name: (b)(6)

Work Phone^{††}: (b)(6) Do you have a Checking Account? No Yes Do you have a Savings Account? No Yes

**ACKNOWLEDGMENT and AUTHORIZATION
TO APPLY FOR THE
RCI® ELITE REWARDS® WORLD MASTERCARD**

Please initial next to each item below:

(b)(6)

I hereby acknowledge that I am applying for the RCI® Elite Rewards® World MasterCard and that an electronic application will be submitted on my behalf. I agree to the Terms and Conditions provided with the application.

I acknowledge that I am interested in purchasing a timeshare or vacation club membership and applying for the RCI® Elite Rewards® World MasterCard, issued by Barclays Bank Delaware.

I understand that if I am approved for the credit card, I must pay each month at least the total minimum payment due shown on my monthly statement by its payment due date (minimum payment calculation is outlined in the Credit Card Agreement that I will receive if approved for the card)

By signing this form, I certify that I am at least 18 years old; I have read and agreed to all the Terms and Conditions; and everything I have stated on the application is true and correct. I understand that Barclays Bank Delaware may call me in connection with this Application and for other matters relating to this account. I agree, upon approval, Barclays Bank Delaware and RCI may share information, including my name and contact information, in order to administer the RCI Elite Rewards credit card program

Offer subject to credit approval. In certain circumstances, we may be unable to open an account for you or we may be unable to give you an instant decision on your application. Benefits will vary depending upon the card for which you are approved. Not everyone will qualify for the World MasterCard. If at the time of your application you do not meet the credit or income criteria previously established for this offer, we may not be able to open an account for you or you may receive a Platinum Card. See Terms and Conditions for information about the account terms and benefits that will apply if you are not approved for a World MasterCard. This offer is available to new Cardmembers only. For information about the rates, fees, other costs, and the reward program rules (etc.) and benefits associated with the use of this credit card program

please see the (b)(6)

Applicant

9-2-12
Date

Complete upon Approval:

_____ I understand that I have been approved for the RCI® Elite Rewards® World MasterCard, use of the credit card is my express agreement to abide by the terms and conditions contained in the Credit Card Agreement (which I received once approved for the card).

_____ I agree that \$_____ will be charged to my RCI® Elite Rewards® MasterCard.

_____ I have received my original application to retain or destroy at my discretion.

Applicant

Signature

Date

Print name

Application submitted by resort representative:

Bridgette Childers
Signature

Bridgette Childers
Printed name

PSR MIS
Resort name & Branch/Store ID

Original: applicant
Copy: Resort and Barclaycard US

Terms and Conditions for the RCI[®] Elite Rewards[®] World MasterCard[®]

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>13.99% or 24.99% when you open your account, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p> <p>0% introductory APR on your initial RCI Elite Rewards Purchase¹ (see page 2) for the first six billing cycles after the account is opened.</p> <p>After that, your APR for the initial RCI Elite Rewards Purchase will be 13.99% or 24.99%, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p>13.99% or 24.99%, based on your creditworthiness.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>25.24%</p> <p>This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When it Applies	<p>Up to 30.24%, based on your creditworthiness.</p> <p>This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> 1) Make a late payment; 2) Go over your credit limit; or 3) Make a payment that is returned. <p>This APR will vary with the market based on the Prime Rate.</p> <p>How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR may apply indefinitely.</p>
How to Avoid Paying Interest on Purchases	<p>Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.</p>
Minimum Interest Charge	<p>If you are charged interest, the charge will be no less than \$2.00. (\$0.50 for residents of Iowa at the time of account opening).</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.</p>

SEE NEXT PAGE for more important information about Terms and Conditions for your account.


**Holiday Hills
Warranty Deed (Missouri)**
 2380 E HWY 76 * BRANSON, MISSOURI 65616

STATE OF MISSOURI
COUNTY OF TANBY

} S.S.

Date: AUGUST 11, 2012

Silverleaf Resorts, Inc., a Texas corporation ("Grantor"), with an office in the County of Dallas, State of Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to Grantor by

(b)(6)

("Grantees", whether one or more) whose mailing address is (b)(6)
Street

DAYTON TX (b)(6) the receipt of which is acknowledged, and for the
City State Zip Code
further consideration of the signing and delivery by Grantees of one certain Promissory Note of the same date in the principal sum of SIX THOUSAND NINE AND 00/100

Dollars (\$ 6,009.00) payable to the order of Silverleaf Resorts, Inc., at Dallas, Texas, as therein provided and bearing interest as therein specified, and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which Note is secured by a Deed of Trust of the same date to SMF Registered Services, Inc., a Missouri corporation, Trustee, has, for the terms and subject to the conditions stated in this Deed, GRANTED, BARGAINED, SOLD, and CONVEYED, and by this Deed does GRANT, BARGAIN, SELL and CONVEY to the Grantees the property (the "Vacation Ownership Interest" whether one or more) in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

Excepting from the Vacation Ownership Interest so granted, however, and reserving to Grantor, its successors and assigns, the exclusive right to occupy and enjoy the Unit during all other Use Periods appurtenant to the Unit described in the Declaration;

Grantor intends hereby to convey to Grantees a Vacation Ownership Interest as defined in the Declaration. Grantor shall have the right to divide the remaining undivided interest and reserved use and occupancy rights into one or more such Vacation Ownership Interests, and the rights and interest reserved to Grantor and the promises made by Grantees hereunder shall inure to the benefit of Grantor and the owners of all such Vacation Ownership Interests conveyed by Grantor;

All of the terms, restrictions, promises, conditions and provisions contained in the Declaration are incorporated herein by reference with the same effect as though fully set forth herein. All of the terms, restrictions, promises, conditions, and provisions of the Declaration herein provided to bind the Vacation Ownership Interest granted and to benefit the remaining interests in the vacation resort shall bind the successive owners of the Vacation Ownership Interest granted and inure to the benefit of the successive owners of the remaining interests and of each portion thereof; and all such terms, restrictions, promises, conditions and provisions provided therein to bind the said remaining interests or any portion or portions thereof and to benefit the Vacation Ownership Interest granted shall inure to the benefit of the successive owners of the Vacation Ownership Interest granted and bind the successive owners of the remaining interests and of each portion thereof;

(b)(6)

Holiday Hills Warranty Deed, cont'd

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, and reservations of record in Taney County, Missouri, applicable to the Vacation Ownership Interest.

TO HAVE AND TO HOLD the Vacation Ownership Interest, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantees, their heirs and assigns forever, Grantor hereby promising that it is lawfully seized of an indefeasible estate in fee in the property herein conveyed that it has good right to convey the same, that the said property is free and clear from an encumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title of the said property unto Grantees and unto their successors, heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as above stated.

SIGNED EFFECTIVE THE 11th day of AUGUST, 2012

SILVERLEAF RESORTS, INC.

By: KAT RUPPERT, ATTORNEY IN FACT

THE STATE OF TEXAS }
COUNTY OF DALLAS } S.S.

On this _____ day of _____, A.D. _____, before me personally appeared KAT RUPPERT, ATTORNEY IN FACT for SILVERLEAF RESORTS, INC., a Texas corporation, to me known to be the person who executed the foregoing instrument under that certain Power of Attorney dated AUGUST 26, 2011 as recorded in Book 2011L at page 36866, which Power of Attorney as in full force and effect, never having been revoked or amended, and acknowledged said instrument to be the free act and deed on behalf of said SILVERLEAF RESORTS, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public in and for the State of Texas
My Commission expires: _____

{Notary Stamp or Seal}

(b)(6)

NAME OF GRANTORS ON PG. 2



Holiday Hills Deed of Trust

2380 E HWY 76 * BRANSON, MISSOURI 65616

THE STATE OF MISSOURI } S.S. HH 0537-O 04
 COUNTY OF TANEY } 00

THIS DEED, made the 11th day of AUGUST, 2012, between the undersigned, ("Grantors", whether one or more), and SMF Registered Services, Inc., a Missouri corporation ("Trustee"), and Silverleaf Resorts, Inc., a Texas corporation, as Beneficiary.

Grantors, for the purpose of securing the indebtedness described below and in consideration of the sum of the debt and trust hereinafter mentioned and for other good and valuable consideration, the receipt of which is acknowledged, and for the further consideration of the uses, purposes and trusts set forth, have GRANTED, BARGAINED, SOLD, CONVEYED, and CONFIRMED, and by this Deed, GRANT, BARGAIN, SELL, CONVEY and CONFIRM to SMF Registered Services, Inc., a Missouri corporation, Trustee, and substitutes or successors, for the benefit of Silverleaf Resorts, Inc., the following described property (the "Vacation Ownership Interest" whether one or more), in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Vacation Ownership Interest to the said Trustee, and to his successors and assigns forever; the undersigned hereby promising and agreeing to FOREVER WARRANT and DEFEND the premises, every part, unto the Trustee or any substitute trustee, and to the assigns of any Trustee against all persons whomsoever lawfully claiming or to claim the same or any part thereof, for and upon the following trust, terms and conditions:

IN TRUST, HOWEVER, for the following purposes:

WHEREAS, Grantors are justly indebted to Silverleaf Resorts, Inc., a Texas corporation, P.O. Box 130358, Dallas, Texas, 75313, (hereinafter referred to as the "Beneficiary" or "Grantee"), as evidenced by that one certain Promissory Note of the same date signed by Grantors and payable to the order of Beneficiary in the principal sum of SIX THOUSAND NINE AND 00/100

DOLLARS (\$ 6,009.00), being payable and bearing interest before and after maturity thereof as therein specified, and containing certain accelerating maturity and attorney's fee collection clauses, as specified therein.

This conveyance is made for the security and enforcement of the payment of the indebtedness and any other indebtedness of the undersigned, now or hereafter arising, to the Beneficiary.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Vacation Ownership Interest direct the said Trustee to abandon the sale, and may then institute the suit for the collection of said Note and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, then it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the Vacation Ownership Interest in accordance with the provisions of this Deed of Trust.

It is agreed that the lien hereby created shall take precedence over and be a prior lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the Vacation Ownership Interest, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on the Vacation Ownership Interest, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

If all or any part of the above-described Vacation Ownership Interest or any interest therein is sold or transferred by said Grantors without prior written consent of said Beneficiary, said Beneficiary may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable in full.

(b)(6)

Holiday Hills Deed of Trust, cont'd

THE ADDITIONAL TERMS OF THIS DOCUMENT CONTAIN IMPORTANT PROVISIONS WHICH ARE A PART OF THIS AGREEMENT. BY SIGNING BELOW, GRANTOR ACKNOWLEDGES THAT HE HAS READ, RECEIVED AND FULLY UNDERSTANDS SUCH PROVISIONS CONTAINED IN THIS DOCUMENT AND AGREES TO BE BOUND BY THE TERMS THEREOF.

Signed Effective me 11th day of AUGUST, 2012
Address: (b)(6) DAYTON TX (b)(6)
Street City State Zip Code

(b)(6)

Grantor:

Grantor:

Grantor:

The State of Texas }
County (and/or City) of Montgomery } s.s.

On this 11th day of AUGUST in the year 2012 before me, Anisha M Watts a Notary Public in and for said state, personally appeared (b)(6)

known to me to be the person who executed the within Deed of Trust, and acknowledged to me that (b)(6)

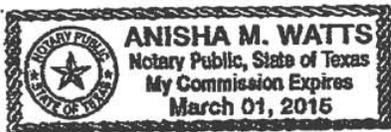
executed the same for the purposes thereon stated.

{Notary Stamp or Seal}

Anisha M Watts

Notary Public in and for The State of

tx



(b)(6)

PROPERTY DESCRIPTION ADDENDUM (One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase (b)(6), a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning JANUARY 25, 2013, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

(b)(6)



OWNER CONFIRMATION INTERVIEW

(b)(6)

Resort/Townhouse/Week

Congratulations and welcome to the expanding group of families who have selected one of Silverleaf's resorts for leisure and vacation ownership. Below is a list of important elements of your purchase which we ask you to acknowledge both for your protection and ours in assuring proper disclosure of full ownership information and mutual responsibilities. Please read and initial in the blanks, indicating that you understand each section fully.

(b)(6)

1. I acknowledge that the Vacation Ownership Interest that has been purchased hereunder is for a biennial (alternate year) Use Period, as indicated by either an "E" (for even year use) or an "O" (for odd year use) following the Use Period number set forth hereinabove. I shall only have the right to occupy the Unit in which I have purchased a Vacation Ownership Interest hereunder during even or odd years as the case may be and, except for non-occupancy of the Unit during the off year, all rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a biennial (alternate year) Use Period shall in all respects be the same as the rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a full Use Period; provided, however, that the monthly membership assessments payable to the Club shall be only one-half (1/2) of the amount that is payable by a buyer of a full Use Period; and, provided further, that the Bonus Time Program shall only be available to me in the same year in which I have the right to occupy my unit and not in the off year.
2. I understand that membership in the external exchange program is offered by Resort Condominiums International ("RCI") to owners on a voluntary basis and that renewal of my membership is optional and my obligation. I understand that RCI is a separate entity from this resort and that all representations within the Disclosure Guide to Vacation Exchange are representations of that company and I acknowledge that I have been given a copy of the guide to review.
3. I understand that I may exchange my Vacation Ownership Interest through RCI for another comparable week based on RCI's evaluation which considers resort quality, sleeping capacity, supply and demand or other factors as explained in the RCI Resort Directory from year to year. I further understand that my entire unit must be banked and that my unit cannot be split for space banking purposes.
4. I understand that I may also exchange my Vacation Ownership Interest through the internal Silverleaf exchange program offered by Silverleaf Club. I understand that my membership in this program is automatic and there is no membership fee. I understand that I may exchange my unit for a unit of a comparable type, resort classification and color time as my owned week based on the Silverleaf Club color guidelines, as my owned week and in the same year as my owned week and not in the off year, and that the details, restrictions and applicable fees are explained in the Silverleaf Exchange Disclosure Statement that I have received.
5. I am of legal age, have the economic ability to become an owner of a Vacation Ownership Interest, and have purchased the Vacation Ownership Interest for personal use and NOT for the purpose of obtaining any rental income, tax advantage, depreciation, or other investment opportunity. I acknowledge that the purchase of a Vacation Ownership Interest should be based upon its value and that the value is in the use of the Vacation Ownership Interest. I understand that Silverleaf has relied upon this information and the information regarding my credit history in selling a Vacation Ownership Interest to me.
6. I understand my total monthly obligation is \$165.45 and that it includes my monthly membership dues of \$38.22, which dues are subject to increase from time to time. I certify this does not represent a financial burden to me or my family.
7. I understand that I will NOT be allowed to bring pets of any description to the resort at any time.
8. I acknowledge that I must refer to all sales documents, covenants, contract documents, and written sales materials for proper and accurate information, and should not rely on any contradictory oral representation which may have been made.
9. I acknowledge that no representation or guarantee has been made as to buy-back, resale or other investment potential from the Vacation Ownership Interest that I am acquiring. Silverleaf does not provide resale or rental services.
10. I UNDERSTAND THAT THE NUMBER OF MEMBERS WHO ARE ABLE TO RESERVE THEIR FIRST CHOICE OF RESORT AND/OR PERIOD UNDER THE BONUS TIME PROGRAM MAY BE LESS THAN FIFTY PERCENT (50%) DURING SOME TIME PERIODS. The Bonus Time Disclosure Statement has been read to me, I understand it and all my questions have been answered to my complete satisfaction.
11. I understand that "The Water Park at The Villages" has opened for business and that certain use fees apply. I also understand that there are no plans to build a water park at any other Silverleaf resort.

(b)(6)



OWNER CONFIRMATION INTERVIEW

(b)(6)

- 12. I have received copies of the Timeshare Disclosure/Public Offering/Property Statement, the RCI Exchange Information, the Silverleaf Exchange Disclosure Statement, the Contract for Sale including Exhibit 'A' (if applicable), Arbitration Addendum, the Promissory Note, and the Deed of Trust.
- 13. I understand Silverleaf Resorts, Inc. has an Ironclad Guarantee and guarantees a memorable vacation experience to me. If I am dissatisfied in any way with my accommodations, Silverleaf Resorts, Inc. will provide me with a vacation week free of charge (based on availability). The Guarantee is effective for one (1) year from the date of purchase and good only during my color time.
- 14. I understand that I have purchased a deeded Vacation Ownership Interest at Holiday Hills Resort
- 15. I acknowledge that I have watched and understood the bonus time video explaining the rules and regulations governing the Bonus Time Program.

(b)(6)

W. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE
D THIS OWNER CONFIRMATION INTERVIEW.

08/11/2012

Effective Date

Signature of Owner

Signature of Owner

Signature of Owner

(b)(6)

BONUS TIME DISCLOSURE STATEMENT RULES AND REGULATIONS GOVERNING THE BONUS TIME PROGRAM

(b)(6)

Resort/Townhouse/Week

BONUS TIME ACCOMMODATIONS ARE ON A SPACE-AVAILABLE BASIS ONLY AND ARE NOT GUARANTEED. AVAILABILITY AND USE ARE LIMITED.

1. In addition to the week you have purchased, you have been granted the use of Silverleaf Club's Bonus Time Program during your color time or a lower value color period. Weeks 49 and 50 at Oak N' Spruce Resort will also be permitted bonus time usage of white time usable at Oak N' Spruce Resort only. For Silverleaf Club to determine which units will be available for the Bonus Time Program, Owner is required to notify Silverleaf in writing on the reservations form provided by the Silverleaf Club or by phone, whether or not Owner will be occupying Owner's unit during the use period which Owner has purchased. Such notification must be received by the Silverleaf Club at least thirty (30) days before Owner's normally scheduled vacation week arrival date or Owner's normal week will be automatically placed into the Bonus Time Program and will not be available for Owner's use.
2. The Bonus Time Program shall only be available to the buyer of a Vacation Ownership Interest for a biennial (alternate year) Use Period in the same year in which such buyer has the right to occupy his Unit and not in the off year.
3. The Bonus Time Program allows you accommodations at certain Silverleaf Resorts Sunday through Thursday at no present additional cost to you and Friday through Saturday at a present cost of \$49.95 per night. Owner's dependent children living at home and under the age of 21 may use the Resort with the Owner. Only the two primary owners as named on the contract will be allowed to make reservations or check into the Resort.
4. You may request one (1) unit for a date may fall within the same color period of the Vacation Ownership interest you own or a lesser value color period. Your Vacation Ownership Interest is a (b)(6) (color of time period) week. Therefore, you may use the Bonus Time Program during weeks (b)(6). Silverleaf Club color times vary from Resort to Resort. Your success in obtaining a reservation under the program depends on the number of units available for the time you wish to reserve and the number of vacation ownership members requesting reservations for the same time. (b)(6)

THE NUMBER OF UNITS AVAILABLE FOR RESERVATIONS UNDER THE BONUS TIME PROGRAM IS LIMITED AND FLUCTUATES FROM WEEK TO WEEK AND MONTH TO MONTH. WE CANNOT, THEREFORE, GUARANTEE THAT A UNIT WILL BE AVAILABLE EVERY TIME YOU WISH TO MAKE A RESERVATION. THE NUMBER OF OWNERS WHO ARE ABLE TO RESERVE THEIR FIRST CHOICE OF RESORT AND/OR PERIOD UNDER THE BONUS TIME PROGRAM MAY BE LESS THAN FIFTY PERCENT (50%) DURING SOME TIME PERIODS. THE AVAILABILITY OF RESERVATIONS AT HILL COUNTRY RESORT, ORLANDO BREEZE RESORT, SILVERLEAF'S SEASIDE RESORT AND THE PINNACLE MAY BE EVEN MORE LIMITED. THE AVAILABILITY OF RESERVATIONS IS EXTREMELY LIMITED IN JUNE, JULY AND AUGUST. THE PROGRAM IS NOT AVAILABLE ON MEMORIAL DAY, LABOR DAY, 4TH OF JULY WEEKEND, THANKSGIVING DAY WEEKEND, CHRISTMAS DAY OR NEW YEAR'S DAY. PLEASE REMEMBER THERE ARE ALSO MORE REQUESTS DURING SCHOOL SPRING BREAKS.
5. Rules and Regulations governing the Bonus Time Program can be changed and/or terminated at any time. The number of Silverleaf properties participating in the Bonus Time Program may also be increased or decreased at any time.
6. To receive Bonus Time accommodations, a request for a reservation should be made and accepted not more than fourteen (14) days prior to arrival date. Obviously, your account must be current to take advantage of any Silverleaf program.
7. Bonus Time accommodations are provided and reservations are, therefore, accepted on a space-available basis only. There are not certain units at the Resorts set aside for Bonus Time usage only. The accommodations that are made available for the Bonus Time Program include lodge, log cabins, lock-outs, efficiency, Ambassadors, Chairmans and Presidents units, therefore, accommodations will vary according to the Resort requested. Availability is created when a regular Owner is not coming for his or her owned week. Pinnacle Lodge accommodations are limited to one (1) hotel room per bonus time stay.
8. The Bonus Time Program is not in any way affiliated with the RCI exchange program. The Bonus Time Program is developed for and administered solely by the Silverleaf Club.
9. Bonus Time accommodations may be reserved for one (1) and up to three (3) nights at a time at any participating Silverleaf Resort. Sunday through Thursday accommodations are at no present additional cost to you. Weekends (Friday and Saturday) may be available on a limited basis for a charge, presently \$49.95 per night. There must be a minimum of 7 days between reservation requests from one reservation to another, including reservations that are scheduled at different Resorts. This includes owned week reservations and reservations through Silverleaf In-House Exchange Program. Owners may only request one reservation at one Resort per date requested. Bonus Time cannot be used during the Owner's week, nor can accommodations be reated under the Bonus Time Program. To defray the expenses of the Bonus Time Program, the Silverleaf Club retains the right to increase the weekend charge from time to time and the right to charge for weekday usage and to increase any such weekday charge from time to time.
10. For the Silverleaf Club to determine which units will be available for the Bonus Time Program, unused inventory is automatically placed in the Bonus Time Program at 30 days. You may opt out of the Bonus Time Program by giving written notice to Silverleaf Club.
11. Priority will be based on the number of times an Owner's account shows usage of the Bonus Time Program in the last twelve (12) months and the date the request was made. Those Owners with the least amount of usage will receive priority based on these criteria. Reservations cannot be made through the sales office at the Resort, or the customer service department. Reservations must be made through Silverleaf Club's reservation department by mail at P.O. Box 37049, Haltom City, TX 76117, at www.silverleafresorts.com, by phone (800) 613-0310 or by fax (817) 537-5825.
12. Silverleaf Club also retains the right to limit the number of Bonus Time reservations made on an Owner's account during each calendar year if necessary to fairly administer the Bonus Time Program for the benefit of all Owners. For example, Silverleaf Club may limit the number of Bonus Time reservations at a Silverleaf Resort if the requests for Bonus Time reservations at the Resort significantly exceed the number of units available for Bonus Time reservations.
13. Check-in time on the day of arrival is 5:00 P.M. and check-out time is 10:00 A.M. for Owners in Getaway and Destination Resorts.
14. There will be a \$50 non-refundable charge if you have a confirmed reservation and do not check-in the evening of your arrival date or do not notify the reservations department 48-hours in advance that you intend to cancel.
15. Buyer has purchased a Vacation Ownership Interest in a Destination Resort. Buyer is entitled to Bonus Time accommodations at Destination and Getaway Resorts (exclusive of Ambassadors, Chairmans and Presidents units) and Silverleaf's destination hotel property, The Pinnacle, during Buyer's use of the Program. Stays at The Pinnacle require an additional \$50 housekeeping fee payable at the time of check in. The Getaway Resorts participating in the Bonus Time Program include: Holly Lake, Piney Shores Resort, The Villages Resort, Timber Creek Resort, Fox River Resort, Lake O' The Woods and Appie Mountain Resort. The Destination Resorts participating in the Bonus Time Program are: Oak N' Spruce Resort, Holiday Hills Resort, Hill Country Resort, Ozark Mountain Resort, Silverleaf's Seaside Resort, and Orlando Breeze Resort.
16. Day usage of amenities, subject to regular fees and deposits, will be available at all Silverleaf Resorts. Usage is limited to ten (10) people per day. Amenity usage may be limited during peak seasons.
17. **YOUR RIGHT TO PARTICIPATE IN THE BONUS TIME PROGRAM MAY NOT BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED, EXCEPT IN CONJUNCTION WITH A CONVEYANCE OF YOUR VACATION OWNERSHIP INTEREST TO YOUR SPOUSE OR ONE OR MORE OF YOUR OR YOUR SPOUSE'S LINEAL DESCENDANTS, WHETHER OUTRIGHT OR IN TRUST. UPON ANY OTHER CONVEYANCE OF YOUR VACATION OWNERSHIP INTEREST, YOUR BONUS TIME PRIVILEGES ASSOCIATED WITH THE VACATION OWNERSHIP INTEREST SHALL TERMINATE FOR ALL PURPOSES.**

(b)(6)

BY SIGNING THE BONUS TIME DISCLOSURE STATEMENT, I ACKNOWLEDGE THAT ITEMS 1-16 ON THIS DOCUMENT HAVE BEEN READ TO ME AND THAT I UNDERSTAND THE TERMS OF THE BONUS TIME PROGRAM.

SIGNED EFFECTIVE THE 11th DAY OF AUGUST, 2012

(b)(6)

OWNER

OWNER

OWNER

OWNER

THE STATE OF Texas }
COUNTY OF Montgomery }

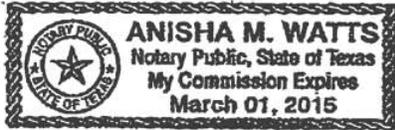
[Signature]
VERIFICATION OFFICER

BEFORE ME, the undersigned authority, on this day personally appeared (b)(6)

known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 11th day of AUGUST, 2012

[Signature]
Notary Public in and for The State of Texas



(b)(6)

**PROPERTY DESCRIPTION ADDENDUM
(One Week)**

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6) Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. 04 beginning JANUARY 25, 2013, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

(b)(6)

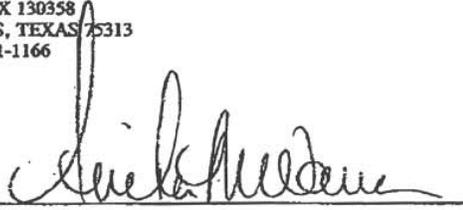
Holiday Hills Contract for Sale, Cont'd

THE ADDITIONAL TERMS OF THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM CONTAIN IMPORTANT PROVISIONS WHICH ARE A PART OF THIS CONTRACT. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ, RECEIVED AND FULLY UNDERSTANDS THE PROVISIONS CONTAINED IN THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM AND AGREES TO BE BOUND BY THE TERMS THEREOF.
THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

(b)(6)

Signed Effective the 11th day of AUGUST 2012

Seller: SILVERLEAF RESORTS, INC.
1221 RIVER BEND DRIVE, SUITE 120
P.O. BOX 130358
DALLAS, TEXAS 75313
(214) 631-1166

By: 

Buyer: _____

Buyer: _____

Buyer: _____

Address: (b)(6)

NAVEE C. PRAK 76254 was the person primarily involved in the sales presentation on behalf of Silverleaf Resorts, Inc.

(b)(6)

ADDITIONAL TERMS AND AGREEMENTS, Cont'd

11. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also entitles Buyer to participate in the Bonus Time Program. The rules and regulations governing the Bonus Time Program are set forth in the "Bonus Time Disclosure Statement" which has been provided to you. Participation in the Bonus Time Program is subject to change and/or termination. Your right to participate in the Bonus Time Program may not be sold, assigned or otherwise transferred, except in conjunction with a conveyance of your Vacation Ownership Interest to your spouse or one or more of your or your spouse's lineal descendants, whether outright or in trust. Upon any other conveyance of your Vacation Ownership Interest, your Bonus Time privileges associated with the Vacation Ownership Interest shall terminate for all purposes.

12. Notwithstanding anything herein to the contrary, in the event construction of the Unit has not been completed within two years from the date hereof, this Contract shall be in default, and Buyer shall be entitled to exercise any or all legal remedies available to Buyer.

13. By executing this Contract Buyer acknowledges and agrees that Buyer did _____ /did not _____ visit the location of the Unit a Vacation Ownership Interest in which is being sold to Buyer pursuant to this Contract.

(b)(6)

14. Seller hereby agrees that if Buyer cancels this Contract in accordance with Buyer's rights set forth in Exhibit "A", then all payments made by the Buyer to the Seller in connection with this Contract shall be refunded to the Buyer on or before the 30th day after the date Seller receives a timely notice of cancellation or on or before the fifth day after the date Seller receives good funds from Buyer, whichever is later. If a timely notice of cancellation is not received and subject to any limitations under the Texas Timeshare Act, all escrowed funds will be paid to Seller.

15. Seller hereby represents and warrants that the common areas and amenities available to members of the Club either have not been mortgaged or, if mortgaged, the mortgage contains a nondisturbance clause protecting the right of members to continue to use the common areas and amenities in the event of and notwithstanding a foreclosure.

16. If the Vacation Ownership Interest that has been purchased hereunder is for a biennial (alternate year) Use Period, as indicated by either an "E" (for even year use) or an "O" (for odd year use) following the Use Period number set forth hereinabove, then Buyer shall only have the right to occupy the Unit in which Buyer has purchased a Vacation Ownership Interest hereunder during even or odd years as the case may be and, except for non-occupancy of the Unit during the off year, all rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a biennial (alternate year) Use Period shall in all respects be the same as the rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a full Use Period; provided, however, that the monthly membership assessments payable to the Club by a buyer of a biennial (alternate year) Use Period shall be only one-half (1/2) of the amount that is payable by a buyer of a full Use Period and, provided further, that the Bonus Time Program and Silverleaf Exchange Program shall only be available to the buyer of a Vacation Ownership Interest for a biennial (alternate year) in the same year in which such buyer has the right to occupy the buyer's Unit and not in the off year.

17. Buyer and Seller hereby agree that the Arbitration Addendum being executed in conjunction with this Contract is an integral part of this Contract and is hereby incorporated herein by reference.

18. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also includes membership in the Silverleaf Exchange program which is provided and administered by the Silverleaf Club. The rules and regulations governing the Silverleaf Exchange program are set forth in the "Silverleaf Exchange Disclosure Statement" which has been provided to you. The Silverleaf Exchange program is subject to change and/or termination.

(b)(6)

PROPERTY DESCRIPTION ADDENDUM (One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. 04 beginning JANUARY 25, 2013, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

(b)(6)

PROPERTY DESCRIPTION ADDENDUM (One Week)

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(b)(6)

(b)(6)



Holiday Hills Promissory Note (Missouri)

2380 E HWY 76 * BRANSON, MISSOURI 65616

\$ 6,009.00 AUGUST 11, 2012
(Effective Date)

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Silverleaf Resorts, Inc., a Texas corporation ("Seller"), at its offices in Dallas, Dallas County, Texas, or at such other place as the holder of this Note may designate in writing, the sum of:

SIX THOUSAND NINE AND 00/100 DOLLARS

(\$ 6,009.00), together with interest on the unpaid principal balance hereof from the date hereof until the Maturity Date at the rate of 17.90 %

per annum, payable in 3 succeeding monthly installments of:

ONE HUNDRED TWENTY-SEVEN AND 23/100 DOLLARS

(\$ 127.23) each, beginning on OCTOBER 1, 2012, and

continuing on the same day of each succeeding month, and one final installment of

ONE HUNDRED TWENTY-SIX AND 78/100 DOLLARS

(\$ 126.78), due on SEPTEMBER 1, 2019, which is all the unpaid amount of principal and interest then due.

If any installment of principal and interest herein provided for is received after the due date, Maker shall pay, in addition to and with the installment due, an additional ten percent (10%) of the installment then due to compensate Seller for the loss of funds and for the expenses of handling the delinquent installment; subject to the provisions of this Note limiting interest to the maximum permitted by applicable law.

Each installment shall be applied first to late charges and then to the payment of interest accrued and due on the unpaid principal balance hereof, with the remainder of each installment to be applied to reduce the amount of the unpaid principal. Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. Any partial prepayment shall be applied against the principal amount then outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Seller shall otherwise agree in writing.

All agreements between the Maker and the holder of this Note are hereby expressly limited so that in no event whatsoever shall the amount paid, or agreed to be paid to the holder for the use, forbearance or detention of the money to be loaned hereunder exceed the maximum amount permissible under applicable federal or state law. If, from any circumstances whatsoever, fulfillment of any provision at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstances the holder should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest. In the construction and interpretation of the Note and the Deed of Trust, the provisions of this paragraph shall be given precedence over any other provision, condition, agreement, or stipulation contained in this Note or the Deed of Trust, which may conflict with same.

If default is made in any of the payments on this Note or in the performance of any agreement or covenant contained in any agreement evidencing or securing payment hereof, then the holder shall have the option to declare the unpaid balance of this Note due and payable without notice or demand and to foreclose all liens securing payment of the same. Failure to exercise this option on one default shall not constitute a waiver thereof, or a waiver of the right to exercise in the event of a subsequent default.

If this Note is placed in the hands of an attorney for collection or if it is collected through any legal or equitable proceedings or through probate or bankruptcy court, the Maker agrees to pay the holder's reasonable attorney's fees, court costs, and other costs of collection in addition to all the other sums due. Reasonable attorney's fees shall be deemed to be 10% of the unpaid debt after default unless either party shall plead or prove otherwise.

Maker, and each surety, endorser, guarantor and other party liable for the payment of such sums of money payable on this Note, severally waive presentment and demand for payment, protest and notice of protest and nonpayment, and agree that their liability on this Note shall not be affected by any renewal or extension in the time of payment or by any release or change in any security for the payment of this Note, regardless of the number of such renewals, extensions, releases or changes.

If any provision of this Note shall, for any reason, be held to be invalid or unenforceable, such determination shall not affect any other provision of this Note, and this Note shall be construed as if such invalid or unenforceable provision had never been contained in this document.

This Note represents the unpaid balance of the purchase price of the hereinafter-described real property and is secured by a Vendor's Lien retained in the Deed to the Maker and is additionally secured by a Deed of Trust Lien created in the Deed of Trust, all signed this date, to SMF Registered Services, Inc., a Missouri corporation, Trustee, covering the property (the "Vacation Ownership Interest", whether one or more) in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

Holiday Hills Promissory Note (Missouri), cont'd

Address: (b)(6)

(b)(6)

Maker: _____

Maker: _____

Maker: _____

(b)(6)

**Resort notebook*

ADVERTISING AGREEMENT

Seller: (b)(6) Client# (b)(6)
 Resort Name: Silverleaf's Ozark Mtn. Resort Property# (b)(6)
 Resort Location: Kimberling City, MO
 Number of Bedrooms: 2 Week Number: 15
 Max Occupancy: 6
 Season: High-Red
 Building: Unit: (b)(6) Lockout: N Lockout Unit Number:
 Points: 0

USE RIGHTS: PLEASE COMPLETE THE FORM IN ITS ENTIRETY. CHECK ALL APPLICABLE BOXES AND GIVE DETAILS WHEN ASKED TO THE BEST OF YOUR ABILITY

I/We have have not used the timeshare at the home resort. I/We have have not stayed at the assigned unit (if applicable). The Seller's last occupancy of this unit occurred on 11/11 (month), 2013 (year).

RATE OF USE
(check one) annually biennial, if biennial (check one) odd even years, other _____

THE TIMESHARE USE RIGHTS ARE BASED UPON (check only one applicable box):

Fixed Week and Unit

The week and unit are both fixed (same week and unit each use); owner has the right to the same week and unit for each use. The unit's fixed week is week number _____, which is _____ through _____ (date including year) and the unit number is _____. The unit has _____ permanent and private bedrooms, _____ baths and sleeps a maximum of _____. Describe any special features of the unit: _____

Floating Week and Unit

The week and unit are both floating; owner must reserve a unit and week based on availability. The season assigned for reservations is called PPA regardless of week assignment in legal description and covers the month(s) of All. Explain in detail the weeks, months and holidays that are allowed as well as the type of unit the owner can reserve, including number of permanent and private bedrooms, bath and special features or view see is all weeks in a whole and able up to 2 bedrooms called presidential or condo

Fixed Week and Floating Unit

The week is fixed (same week each use) but the unit is floating (not an assigned unit) and the owner must reserve a unit based on availability. The type of unit is called _____ regardless of week assignment in legal description. Explain in detail the type of unit the owner can use, including number of permanent and private bedrooms, bath and special features or view _____

Points (check one) _____ Resort Points, _____ RCI Points

The number of points awarded (each use) _____
Describe any benefit or restriction on the use of the points of which you are aware _____

I have confirmed with my resort that my points (check one) are are not transferable. If the points are not transferable what will transfer that you are selling to the buyer?

Please explain _____
if you find the points of your timeshare do not fit within these descriptions
Please explain _____

Other

If you do not feel that your timeshare is best described with the above descriptions check this box and state why and how. _____

(Cont'd) **RETURN THIS SIGNED FORM IN THE ENCLOSED ENVELOPE.**

*Info
Timeshare
Resale
Broker
has in their possession
I sent them to ~~sell~~
sell resort*

11/01/2013 18:30 FAX

TIMESHARE OWNERSHIP TYPE Contact# (b)(6) Property# (b)(6)

The timeshare is [X] is not [] decided. I have confirmed with my resort that my ownership does not [X] expire. OR, if it will [] expire, the term of the timeshare is to terminate/expire on [] (date).

Please note any special club memberships or other benefits that you (the seller) have continued will transfer to the buyer with ownership of the timeshare.

AVAILABILITY OF WEEK/POINTS

I have [X] have not [] banked, reserved, rented or used the week/points for the current year 2012. I have [] have not [X] banked, reserved, rented or used the week/points for subsequent years. If yes, what year(s) for each

The weeks are banked with (name of exchange company) [] and (year number(s)) [] The number of weeks that will transfer to the buyer [] weeks. one for 2013 banked; one for 2014 not banked.

Financial Information

Maintenance Fee \$840.00 AS OF TODAY
Loan Balance (b)(6)
Current Due Date (b)(6)
Monthly Payments \$0.00
Asking Price \$17,500.00

Note 1: This is a first-class retreat overlooking Table Rock Lake.
Note 2:

PLEASE VERIFY THE ABOVE INFORMATION FOR ACCURACY AND MAKE ANY CHANGES IF NECESSARY AND COMPLETE THE USE SECTION.

CARDHOLDER ACKNOWLEDGMENT FOR ADVERTISING FEES PAID:

Check#:
Credit Card Number: (b)(6)
Expiration Date: 4-2015
Approval Number (b)(6)
Charge Amount \$ 599.00
1-2 Properties []
3-5 Properties []
6-10 Properties []

APPROVED

By signing below Owner(s) confirm the above ad content and to website publication. Owner(s) also confirm that the above information is accurate and any necessary changes have been made. Further Owner(s) understand they have paid the above non-refundable fee to advertise the property by registering with the Resort Property Multi-Link System, RPMLS, Computer Matching System for advertising exposure on the internet through various websites. Stroman Realty has contracted with advertisers to post the timeshare property information you have provided. This contract shall be construed under and governed by the laws of the State of Texas to avoid complexities of multiple jurisdictions and venue shall be in Montgomery County, Texas for all actions.

In the event my property is available 1 year from the above registration date, 1 free renewal is available

(b)(6)

Date 1/1/13
Date 1/1/13

IF YOU ARE AN INTERNET USER, PLEASE INCLUDE YOUR INTERNET E-MAIL ADDRESS:

(b)(6)

SELLER'S PHONE: (b)(6)

RETURN THIS SIGNED FORM IN THE ENCLOSED ENVELOPE.

Approved by the Texas Real Estate Commission for Voluntary Use
Texas law requires all real estate licensees to give the following information
about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of sub-agency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or

underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer, and (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensees ask that you acknowledge receipt of this information about brokerage services for the licensee's records.

(b)(6) _____
 Date 11/13

 11/13



Texas Real Estate Brokers and Salesmen are licensed and regulated by the Texas real-estate Commission (TREC). If you have any question or complaint regarding a real estate license, you should contact TREC at P.O. Box 12282, Austin, Texas 78711-2282 or 512-465-3936.



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

The Honorable Ted Cruz
United States Senate
Washington, DC 20510

SEP 15 2013

Re: FTC Ref. No. 14008826

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) of Pasadena, regarding his dispute over the appraised value of his home. He is currently applying for a reverse mortgage with Reverse Mortgage of Texas, Austin, Texas.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58. Under the FTC Act, a practice is deceptive if it is likely to mislead reasonable consumers and affect their purchasing decisions. A practice is unfair if it causes or is likely to cause substantial consumer injury which consumers cannot reasonably avoid, and which is not outweighed by benefits to consumers or competition.

We appreciate receiving your correspondence and learning of your constituent's concerns. Complaints from consumers provide valuable information that we frequently use to identify deceptive and unfair practices in the marketplace and develop law enforcement initiatives. To ensure that your constituent wants the information provided to be included in our complaint database, we request that your constituent either file a complaint using our online complaint form -- on the Commission Website at www.ftc.gov -- or call 877-FTC-HELP (877-382-4357). Your constituents can also find free educational materials on a variety of topics on our Website at www.ftc.gov.

The Commission receives a very large number of complaints. Although the agency is unable to intervene in individual disputes, our attorneys and investigators regularly review database complaints to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We also share those complaints with other federal, state, and local government agencies to assist them in their investigations. In determining whether a particular practice warrants enforcement or other action, the Commission may consider a number of factors, including the type of violation alleged, the nature and amount of consumer injury at issue, the number of consumers affected, and the likelihood of preventing future unlawful conduct. However, a number of statutory provisions, and the Commission Rules of Practice prevent me from discussing what actions, if any, the Commission may take in any particular situation.

The Honorable Ted Cruz - Page 2

The foregoing statutory provisions and law enforcement criteria provide a comprehensive framework for preventing the use of unfair or deceptive acts or practices, but the situation you have described does not appear to violate any of the laws administered by the Federal Trade Commission. The Commission does not regulate reverse mortgage regulations or programs. These are regulated by the U.S. Department of Housing and Urban Development (HUD) and the states. Although I sympathize with your concerns, the FTC is unable to take any action at this time.

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,


Donald S. Clark
Secretary of the Commission

Richard
1400826
59



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) Refer TO
Document Package Submitted Feb. 1, 13 In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

MAILING ADDRESS: (b)(6)
PASADENA, Texas (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)

WORK PHONE #: () N/A

SOC SEC #: _____

VA CLAIM # (if applicable): N/A

PASSPORT # (if applicable): N/A

ALIEN REGISTRATION # (if applicable): N/A

OTHER ID #: N/A (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? Texas Senator HARRY TAYLOR

FEDERAL TRADE COMMISSION
2013 SEP -9 PM 1:44
CONG. CORRES. BRANCH

SS

February 1, 2013

Senator Ted Cruz
B40B Dirksen Senate Office Building
Washington, DC 20510

Dear Senator Cruz,

I am a 77-year-old retiree, one of many, who worked hard their entire lives to provide for their families and to set aside funds to sustain a quality of life in our declining years.

As a result of the market collapse in 2008, our savings that should have been sufficient to sustain us very well the remainder of our lives has been greatly depleted. Since we are no longer employable because of age and the depressed labor market, many are finding it necessary to liquidate assets such as equity in our homes.

This brings me to the purpose of my letter. My wife and I recently decided that we are probably going to outlive our resources. After much research, we decided to apply for a reverse mortgage. We chose Reverse Mortgage of Texas. In the early stages of our relationship with the company, we were reasonably pleased. As the process advanced, it became less favorable to us. We finally agreed to allow Reverse Mortgage to provide an appraiser to access the value of our home. This turned out to be, in my opinion, a farce.

In my entire life, I have never felt a need to ask my elected representative to review the legitimacy of a government-supervised program. Even in this instance, I am not suggesting, nor do I have any proof of any illegality or wrongdoing. I do suggest that a review of the documents that I am providing will support my opinion that undue advantage is being taken of elderly people that have no resources other than the equity in their homes. It is also my opinion that there may exist collusion between some financial providers and certified appraisers to inappropriately lower the property values and thus enhance future profits for the lenders.

There are two specific provisions in all contracts with companies providing these type loans that I think should be reviewed. First, the mortgage insurance requirement and second, the rate of interest. There is virtually no chance a loss can be incurred on a reverse mortgage, and because of collateral rendered (your home), the interest rate of over 5 percent is excessive in today's mortgage market.

I fully understand that you and your staff are much too busy to be concerned with the complaint of one or two elderly people. However, I believe the circumstances that my wife and I find ourselves in, extends to hundreds if not thousands of families across the country and are deserving of some attention.

I am enclosing several documents designated as exhibits one through eight with brief explanations for each.

- Exhibit #1: Local Real Estate Estimate acquired at the beginning of our research in an effort to determine current market value. With recent improvements, we assumed market value to be \$87,500.
- Exhibit #2: First written communication with Reverse Mortgage USA
- Exhibit #3: Harris County Appraisal for tax purposes
- Exhibit #4: First estimated offer after receipt of tax appraisal from Harris County Bu Reverse Mortgage
- Exhibit #5: Adjustment of closing cost
- Exhibit #6: Formal Appraisal
- Exhibit #7: Statement of Credit Denial
- Exhibit #8: Letter in response to exhibit 7 sent to Reverse Mortgage

I, honestly, do not expect a direct response to the communication, however, if you or a staff member should agree that some attention is appropriate, I would appreciate hearing about it.

Sincerely,

(b)(6)

Pasadena, Texas (b)(6)

Enc:8

Yes, Sen Taylor's staff is reviewing documents

(b)(6)

[Redacted Signature Box]

(Signature)

4/24/13

(Date)

No conclusion

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701

Addition Documents created since Feb. 1, 2013 when Frist letter and Exhibits were mailed to Sen Cruz

- Exhibit # 1 Letter from me to TALCB
- Exhibit # 2 Response from TALCB
- Exhibit # 3 Complaint to TALCB
- Exhibit # 4 Response form Reverse Mortgage USA To my letter to Ms Clark denoted as Exhibit # 8 in letter to Sen. Cruz
- Exhibit # 5 My Response to Exhibit # 4
- Exhibit # 6 Response from Texas Sen. Harry Taylor
- Exhibit # 7 Copy of my letter to Sen Cruz. with AREA highlighted that I think Sen. Cruz might be able to address by changing the law covering Reverse mortgage contracts.

Exhibit # 2

February 7, 2013

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Texas 78711-2188

To Whom It May Concern:

I am a 77-year-old retiree who, because of the market collapse in 2008, has found it necessary to re-assess my financial situation.

One option that we investigated and decided to pursue was a reverse mortgage. My wife and I went through the entire process including the appraisal.

Renee Elaine Wilkinson conducted the appraisal, certification number TX1334812R issued 3/22/2011 and expiring 4/30/2013.

It is my contention that the value assessed to our home was far below actual value. I can only speculate as to the reason why this happened. My speculations include several possibilities. One might be ignorance, another might be incompetence, a third might be greed, or maybe something I have not thought of yet.

I have heard that some appraisal personnel deliberately lowball home values in an effort to enhance the likelihood of getting additional business from companies that provide reverse mortgages to elderly people, such as myself, who have limited or no other options.

I would suggest a review of the percentages of activity an individual appraiser receives from a single mortgage provider just might lend credence to my speculations.

I am not making any accusations, but if an investigation should indicate that your agency has certified persons of this low character, I would hope that those certifications would be revoked.

I am enclosing copies sent to Reverse Mortgage of Texas, US Senator Ted Cruz, and State Senator, Larry Taylor.

Sincerely,

(b)(6)

Pasadena, Texas (b)(6)

Exhibit #3

TEXAS



APPRAISER LICENSING & CERTIFICATION BOARD

P.O. Box 12188 • AUSTIN, TEXAS 78711-2188 • WWW.TALCB.TEXAS.GOV

Standards & Enforcement Services
P.O. Box 12188
Austin, TX 78711-2188
512-936-3621 Fax: 512-936-3966
www.talcb.texas.gov

NOTE: You may type information into this form and it will display, but you will need to print, sign and mail the form along with copies of documents to TALCB when completed. Information entered into this form can only be saved if you are able to print and save the form as a PDF.

TALCB COMPLAINT INTAKE FORM

IF COMPLETING BY HAND, PLEASE PRINT OR TYPE WITH BLACK OR BLUE INK

Upon receipt of this complaint intake form, a preliminary review will be conducted to determine if TALCB has jurisdiction over the matter forming the basis of the complaint. If the matter is not within TALCB's jurisdiction, you will be notified. If it is within TALCB's jurisdiction, TALCB will evaluate the complaint to determine whether sufficient evidence of a violation of TALCB's statutes or rules, or the Uniform Standards of Professional Appraisal Practice (USPAP) exists to pursue disciplinary action. If additional information is necessary, TALCB staff will contact you.

1. I WISH TO FILE A COMPLAINT AGAINST: (check all that apply)

[X] Appraiser [] Appraisal Management Company (AMC) [] Unlicensed activity

2. MY CONTACT INFORMATION:

Name: (b)(6)
Address: (b)(6)
City Pasadena State: TX Zip: (b)(6)
Email Address: (b)(6)
Telephone Numbers: Work: Home (b)(6) Cell (b)(6) Fax (b)(6)

3. INFORMATION CONCERNING THE PERSON OR COMPANY AGAINST WHOM YOU ARE COMPLAINING:

Person's Name: Renee Elaine Wilkinson
Company Name: Precision Appraisal Group
Physical Address: 6800 Westgate Blvd
City Austin State: TX Zip: 78745
Telephone Number(s): 512-775-7730
TALCB License Number or Registration Number (if known): TX 1334812 R

4. DOES THIS COMPLAINT INVOLVE AN APPRAISAL?

[X] Yes [] No

DATE OF APPRAISAL: 12/27/2012

Address of property appraised: (b)(6) Pasadena, TX (b)(6)
Date you first became aware of the issues that are the subject of this complaint: on or about 1/16/2013

5. IS THIS MATTER CURRENTLY IN CIVIL LITIGATION?

[] Yes [X] No

If yes, please provide your attorney's information below.

Attorney's Name:
Attorney's Address:
City State Zip:
Telephone Number(s):

6. IS THIS MATTER CURRENTLY SUBJECT TO CRIMINAL PROCEEDINGS?

Yes No

If yes, please provide prosecuting attorney's information below.

Attorney's Name: _____

Attorney's Address: _____

City _____ State: _____ Zip: _____

Telephone Number(s): _____

7. ARE YOU FILING THIS COMPLAINT TO COMPLY WITH MANDATORY REPORTING REQUIREMENTS OF THE DODD-FRANK ACT?

Yes No Do not know

8. ARE YOU AN APPRAISER WHO IS FILING THIS COMPLAINT BECAUSE YOU WERE TERMINATED FROM AN AMC PANEL OR BECAUSE OF A FEE DISPUTE?

Yes No

If yes, have you completed a dispute resolution process with the AMC? Yes No

9. HAVE YOU FILED A COMPLAINT AGAINST THIS PERSON OR COMPANY WITH ANOTHER AGENCY OR COMPANY? Yes No

If yes, which agency or company? Reverse Mortgage of Texas

What action has been taken by the other agency or company? I am attaching a copy of a letter, received from Reverse Mortgage USA, which states that a copy of the letter of complaint had been forwarded to Consolidated Lenders Resource whom they indicate had placed this appraisal.

10. COMPLAINT DETAIL: Describe the nature or reason for the complaint. Please send copies of any documents that may assist TALCB in addressing the complaint, such as the appraisal or review appraisal. Attach additional sheets as needed.

Please find copies of my original correspondence to Belinda Clark with Reverse Mortgage of Texas along with copies of letters to State Senator Larry Taylor and to U.S. Senator Ted Cruz along with all exhibits provided to each senator.

The complain directed toward the appraiser are highlighted in yellow, denoted as exhibit number 8 in the attachments.

11. HAVE YOU PREVIOUSLY NOTIFIED THE PERSON OR COMPANY ABOUT THE ISSUES RAISED IN YOUR COMPLAINT? YES NO

How did you notify them? WRITTEN (attach copies) ORAL (detail each contact)

What was the response? _____

12. PLEASE LIST THE NAME(S), ADDRESS(ES), AND TELEPHONE NUMBER(S) OF ANY WITNESS(ES) WHO HAVE INFORMATION CONCERNING THE SUBJECT MATTER OF YOUR COMPLAINT, IF ANY:

Name: (b)(6) Telephone Number(s): (b)(6)

Address: (b)(6) Pasadena, Texas (b)(6)

Name: _____ Telephone Number(s): _____

Address: _____

Name: _____ Telephone Number(s): _____

Address: _____

Name: _____ Telephone Number(s): _____

Address: _____

SIGNATURE BLOCK
(TALCB cannot process an unsigned form)

- I certify that the information contained herein and all enclosed documents are true and correct to the best of my knowledge, and this complaint is not being filed in bad faith.
- I understand that a copy of my complaint intake form will be made available to the person or company against whom it is filed and a copy of my complaint intake form and accompanying documentation is subject to public inspection in accordance with the Public Information Act (Chapter 552, Government Code).

Signature: (b)(6)

Date: February 25, 2013

PRIVACY NOTICE

In accordance with Chapter 559, Government Code, the following notice about certain information laws and practices is given.

- (1) With few exceptions, an individual is entitled on request to be informed about the information that a state governmental body collects about the individual.
- (2) Under Sections 552.021 and 552.023 of the Government Code, the individual is entitled to receive and review the information.
- (3) Under Section 559.004 of the Government Code, the individual is entitled to have the governmental body correct information about the individual that is incorrect.



Exhibit # 4

Reverse Mortgage USA

Opening the door to...



February 11, 2013

Dear (b)(6)

We have received your letter, dated January 29, 2013, in reference to your "Statement of Credit Denial" and appreciate your response.

After carefully reading this letter, I wanted to specifically address the statement made of, and I quote, "The appraiser stated that Reverse Mortgage Of Texas was not as interested in the condition of the specific property as in the market area".

The property itself is just as important as the market area. When an appraisal is done, there are many factors that go into establishing value, certainly the condition of the home as well as the market area are equally as important, and specifically if you are in a stable or declining market area. These factors are also very important in determining whether or not we can approve the reverse mortgage, due to the fact that the reverse mortgage is based on the appraised and value of your home.

Based on reviewing your appraisal, I see where you have made a number of improvements to the home that were possibly overlooked by the appraiser, and we have referred your letter and this matter to Consolidated Lenders Resource, the Appraisal Management Company that placed this appraisal. We are waiting word back from Adam Bell, the President of Consolidated Lenders Resource on what steps can be taken from here.

(b)(6) I want you to know that Reverse Mortgage of Texas takes pride in being the largest lender in the state of Texas and we want to do our best to provide a reverse mortgage to everyone who feels this is a good program to participate in. We are looking into this matter further, and will be in contact with you promptly once we have our findings.

Regards,

Nathan Grant
Vice President
Reverse Mortgage of Texas
NMLS#226580

Exhibit #5

February 24, 2013

Nathan Grant
Vice President
Reverse Mortgage USA
6500 River Place Blvd
Building #1, Suite 425
Austin, Texas 78730

Dear Sir:

We are in receipt of your letter dated February 11, 2013 and we do appreciate the response. However, you seem to have missed the point of my letter.

I wrote to dispute the letter titled "Statement of Credit Denial" which stated, "Value came in lower than expected". The document should have indicated "unacceptable appraisal and withdrawn by applicant". The remainder of the letter to Ms Clark was intended to show why the term "unacceptable appraisal" was most appropriate and why I did, in fact, withdraw our application.

I fully understand that conditions of the general area have a direct effect on all properties in that given area. However I question whether general area conditions should be given equal consideration to specific conditions. Please review the photographs enclosed. We must acknowledge that the appraiser did not have complete access to the supposed comparable properties used to make her assessment. I attempted to bring to Ms. Wilkinson's attention the facts outlined in the letter to Ms. Clark. That is when she stated that "Reverse Mortgage of Texas was not as interested in the condition of the specific property as in the market area in general." Therefore, your comment that she "possibly" overlooked the things that I referred to in my letter to Ms Clark is without merit.

I am enclosing copies of communications between the Texas Appraiser Licensing and Certification Board and myself. I am currently processing a formal complain as required by the board in an effort to get an investigation commenced.

If, as you stated, you carefully read my letter to Ms Clark, you understand that the only thing I wanted was an honest statement of Credit Denial. That is still my desire.

Sincerely,

(b)(6)

Enclosures 7

Exhibit #6

SENATE COMMITTEES
BUSINESS AND COMMERCE, VICE-CHAIR
EDUCATION
GOVERNMENT ORGANIZATION
HEALTH AND HUMAN SERVICES
INTERGOVERNMENTAL RELATIONS



CAPITOL OFFICE
P.O. BOX 12068
AUSTIN, TEXAS 78711-2068
(512) 463-0111
FAX: (512) 475-3727

SENATOR LARRY TAYLOR
DISTRICT 11

March 20, 2013

(b)(6)
Pasadena, TX (b)(6)

Dear (b)(6)

Thank you for expressing your concerns regarding your experience with Reverse Mortgage of Texas. I appreciate you bringing your situation to my attention. As a constituent, your thoughts are very important to me.

My office has contacted a third party on your behalf to review the documents you sent us. I would first like to point your attention to the research found on tighter federal regulation that is intended to prevent collusion between lenders and appraisers. The U.S. Department of Housing and Urban Development (HUD) stipulates the following between lenders and appraisers under Appendix D of the FHA Handbook 4150.2:

Contractual Responsibility of Appraisers

The appraiser is hired by the lender and therefore has a contractual responsibility to the lender. However, the appraiser provides services for HUD programs, and therefore, has an obligation to perform these services commensurate with the standards and requirements of HUD. This dual responsibility of the appraiser is recognized in the review and reporting requirements of HUD. The lender and the appraiser must meet their respective obligations as prescribed by HUD/FHA. These contractual obligations to the lender and HUD/FHA are in addition to the appraiser's legal obligations to his or her credentialing state.

I would also like to inform you of the current legislation being discussed this session. The following Joint Resolution will provide further disclosure for reverse mortgage loans:

SJR 18: relating to proposing a constitutional amendment to authorize the making of a reverse mortgage loan for the purchase of homestead property and to amend certain requirements in connection with a reverse mortgage loan.

If you would like more information on SJR 18, I have included the bill analysis for your convenience.

PEARLAND DISTRICT OFFICE
6117 BROADWAY, SUITE 122
PEARLAND, TEXAS 77581
(281) 485-9800
FAX: (281) 485-9804

LEAGUE CITY DISTRICT OFFICE
174 CALDER RD., SUITE 151
LEAGUE CITY, TEXAS 77573
(281) 332-0003
FAX: (281) 332-0036

SENATE COMMITTEES
BUSINESS AND COMMERCE, VICE-CHAIR
EDUCATION
GOVERNMENT ORGANIZATION
HEALTH AND HUMAN SERVICES
INTERGOVERNMENTAL RELATIONS



CAPITOL OFFICE
P.O. BOX 12068
AUSTIN, TEXAS 78711-2068
(512) 463-0111
FAX: (512) 475-3727

SENATOR LARRY TAYLOR
DISTRICT 11

March 20, 2013

You may also listen to the Senate Committee on Business and Commerce hearing, where this Joint Resolution was heard. At the hearing, I brought forth your concerns as a constituent regarding reverse mortgage loans and sought review of your correspondence and concerns. You may view my comments at the following website:

<http://www.senate.state.tx.us/avarchive/?mo=02&yr=2013&lim=50>
(click on "Feb 12" Senate Committee on Business and Commerce)

Below is the contact information for the person in my staff handling this research. Please feel free to contact her with any questions you might have:

Theresa Golde
(512) 463-0111
Theresa.golde@senate.state.tx.us

Ms. Golde spoke with the Texas Appraiser Licensing and Certification Board regarding the complaint you filed. The board said your complaint is in progress and should you have any questions regarding this matter you may contact:

Britta Mutschler
(512) 936-3621

Again, thank you for taking the time to share your concerns with my office.

Sincerely,

A handwritten signature in cursive script that reads "Larry Taylor".

Larry Taylor
Texas Senator
District 11

PEARLAND DISTRICT OFFICE
6117 BROADWAY, SUITE 122
PEARLAND, TEXAS 77581
(281) 485-9800
FAX: (281) 485-9804

LEAGUE CITY DISTRICT OFFICE
174 CALDER RD., SUITE 151
LEAGUE CITY, TEXAS 77573
(281) 332-0003
FAX: (281) 332-0036



BILL ANALYSIS

Senate Research Center
83R8417 CLG-D

C.S.S.J.R. 18
By: Carona
Business & Commerce
2/12/2013
Committee Report (Substituted)

AUTHOR'S / SPONSOR'S STATEMENT OF INTENT

A reverse mortgage for purchase allows homeowners, age 62 or older, to use a Federal Housing Administration-insured home equity conversion mortgage to finance the acquisition of a new home. Currently, reverse mortgages for purchase are not expressly permitted in the Texas Constitution, although traditional reverse mortgages are authorized. A traditional reverse mortgage allows homeowners age 62 or older to borrow against the equity of their homestead. Under current law, borrowers are not obligated to make principal or interest payments unless triggered by specific occurrences codified in the Texas Constitution. Current law further requires mandatory counseling for all reverse mortgages, with the prerequisite that the individual own their home.

C.S.S.J.R. 18 amends Article XVI Section 50(k) of the Texas Constitution to authorize reverse mortgages for purchase of a homestead property. Consistent with current law, C.S.S.J.R. 18 requires the prospective borrower and the spouse of the prospective borrower to participate in counseling prior to closing, and the borrower must also be issued a detailed disclosure twelve days prior to closing. Additionally, C.S.S.J.R. 18 strengthens existing law by requiring that the disclosure clearly and conspicuously inform the borrower of situations where foreclosure could occur.

C.S.S.J.R. 18 proposes a constitutional amendment to authorize the making of a reverse mortgage loan for the purchase of homestead property and to amend certain requirements in connection with a reverse mortgage loan.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 50(k), Article XVI, Texas Constitution, to redefine "reverse mortgage."

SECTION 2. Requires that the proposed constitutional amendment be submitted to the voters at an election to be held November 5, 2013. Sets forth the required language of the ballot.

Exhibit #7

February 1, 2013

Senator Ted Cruz
B40B Dirksen Senate Office Building
Washington, DC 20510

Dear Senator Cruz,

I am a 77-year-old retiree, one of many, who worked hard their entire lives to provide for their families and to set aside funds to sustain a quality of life in our declining years.

As a result of the market collapse in 2008, our savings that should have been sufficient to sustain us very well the remainder of our lives has been greatly depleted. Since we are no longer employable because of age and the depressed labor market, many are finding it necessary to liquidate assets such as equity in our homes.

This brings me to the purpose of my letter. My wife and I recently decided that we are probably going to outlive our resources. After much research, we decided to apply for a reverse mortgage. We chose Reverse Mortgage of Texas. In the early stages of our relationship with the company, we were reasonably pleased. As the process advanced, it became less favorable to us. We finally agreed to allow Reverse Mortgage to provide an appraiser to access the value of our home. This turned out to be, in my opinion, a farce.

In my entire life, I have never felt a need to ask my elected representative to review the legitimacy of a government-supervised program. Even in this instance, I am not suggesting, nor do I have any proof of any illegality or wrongdoing. I do suggest that a review of the documents that I am providing will support my opinion that undue advantage is being taken of elderly people that have no resources other than the equity in their homes. It is also my opinion that there may exist collusion between some financial providers and certified appraisers to inappropriately lower the property values and thus enhance future profits for the lenders.

There are two specific provisions in all contracts with companies providing these type loans that I think should be reviewed. First, the mortgage insurance requirement and second, the rate of interest. There is virtually no chance a loss can be incurred on a reverse mortgage, and because of collateral rendered (your home), the interest rate of over 5 percent is excessive in today's mortgage market.

I fully understand that you and your staff are much too busy to be concerned with the complaint of one or two elderly people. However, I believe the circumstances that my wife and I find ourselves in, extends to hundreds if not thousands of families across the country and are deserving of some attention.

I am enclosing several documents designated as exhibits one through eight with brief explanations for each.

- Exhibit #1: Local Real Estate Estimate acquired at the beginning of our research in an effort to determine current market value. With recent improvements, we assumed market value to be \$87,500.
- Exhibit #2: First written communication with Reverse Mortgage USA
- Exhibit #3: Harris County Appraisal for tax purposes
- Exhibit #4: First estimated offer after receipt of tax appraisal from Harris County Bu Reverse Mortgage
- Exhibit #5: Adjustment of closing cost
- Exhibit #6: Formal Appraisal
- Exhibit #7: Statement of Credit Denial
- Exhibit #8: Letter in response to exhibit 7 sent to Reverse Mortgage

I, honestly, do not expect a direct response to the communication, however, if you or a staff member should agree that some attention is appropriate , I would appreciate hearing about it.

Sincerely,

(b)(6)

Pasadena, Texas (b)(6)

Enc:8

Exhibit #1



TEXAS

APPRAISER LICENSING & CERTIFICATION BOARD

DOUGLAS E. OLDMIXON, COMMISSIONER

Standards and Enforcement Services Division
(512) 936-3621

VIA FIRST CLASS MAIL

February 11, 2013

(b)(6)

Pasadena, Texas (b)(6)

Dear (b)(6)

This is to acknowledge receipt of your letter to the Board questioning an appraisal report. The Board is prohibited by state law from opening an investigation without a formal complaint being filed. If you wish to file a formal complaint, please follow the instructions on the enclosed form and return the completed form to us with supporting documentation, including the engagement letter if available, and provide an explanation of why you believe the appraiser's methodology was incorrect.

The board is not an arbiter for the appraised value of a property; the appraiser's job is to provide an opinion of value. The law does not stipulate that the appraised value must be acceptable to the client. The board will evaluate a complaint to determine if the appraiser performed according to the licensing act, board rules, or appraisal standards (USPAP).

We will consider the matter closed if we do not hear from you within 30 days. Please feel free to contact us if you have questions.

Sincerely,

A handwritten signature in cursive script that reads "Megan Polansky".

Megan Polansky
TALCB Legal Assistant
512-936-3639

TED CRUZ
TEXAS

United States Senate

WASHINGTON, DC 20510

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

June 18, 2013

RESPECTFULLY REFERRED:

Director Lisa Konwinski
c/o: Consumer Response Congressional Coordination and Response Team
1700 G St NW
Washington, DC 20552-0003

Dear:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS

300 EAST 8TH STREET
SUITE 961
AUSTIN, TX 78701
512-916-5834

10440 NORTH CENTRAL EXPRESSWAY
SUITE 1160
DALLAS, TX 75231
214-361-3500

1919 SMITH STREET
SUITE 800
HOUSTON, TX 77002
713-653-3456

3133 GENERAL HUDNELL DRIVE
SUITE 120
SAN ANTONIO, TX 78226
210-340-2685

DIRKSEN SENATE OFFICE BUILDING
SUITE SD-B40B
WASHINGTON, DC 20510
202-224-5922

Sawbuck is the smart way to buy or sell a home.

Exhibit # 1

City, Zip, Neighborhood, Address or MLS#

Homes Mortgages News Agents Answer

Houston Metro Area > Pasadena > Windward View > (b)(6) Pasadena, TX (b)(6)

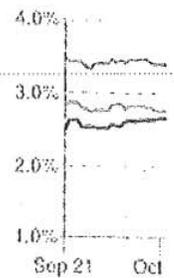


Get F

Refinance

Visit the Sawbuck and anonymous i

3.61%
2.85%
2.82%



(b)(6) Pasadena, TX (b)(6)

\$68,000
LOW

\$80,000 ?

\$92,000
HIGH

VALUE ESTIMATE

Value Estimate	\$80,000 ?	Beds	2	AC	Central A/C
Payment Estimate	\$292/mo ?	Baths Full	1	Heating	Central
Rent Estimate	\$870 ?	Baths Half	--	Foundation	Slab
Tax Estimate	\$1,712 ?	Sq Ft	1,208	Stories	1
HomeScore	43 ?	Lot Size	0.13	Address Stories	1
InvestorScore	63 ?	Construction	Metal	Parking	Carport
Last Sale Date	--	Style	Traditional		
Last Sale Price	--	Year Built	1960		

TOUR UNAVAILABLE

Sawbuck does not have homes with listings in this area. Why?

Snap a photo of a home that works! Send the

Enter Phone

Contact Agent Ask a Question Get Pre-Approved Edit Home Facts Share Home

(b)(6) is located in the Windward View area of Pasadena, TX. At this time, the property has an estimated value of \$80,000 and yearly taxes of \$1,712. This home has 2 bedrooms, 1 bathroom, and approximately 1,208 sqft of living space. The property was built in 1960. Similar homes nearby have 2 bedrooms, 1 bath and sell for around \$80,000.

Looking for

WINDWARD VIEW

Sales Decline in Pasadena Published on 12/2 In this week's report in the Pasadena 30 days, a decrease report. In comparison, 1,363 sales in the

PASADENA MARKET TRENDS

Check out Pasadena homes for sale, read the Pasadena real estate news or review the Pasadena real estate trends. Here is a summary of local market conditions over the past 30 days:



Exhibit # 2

Reverse Mortgage USA

Opening the door to...



July 2, 2012

Dear (b)(6)

I sincerely enjoyed talking to you on the telephone today. Based on a home value of **\$90,000.00**, you can receive approximately **\$54,000.00** from a Reverse Mortgage. If I may, I'd like to share with you the following:

- 1) **What is a Reverse Mortgage?** It's a Government Insured Loan for 50% to 70% of the value of your home and you never have to pay it back in your lifetime, unless you move.
- 2) **Repayment.** There is no repayment required by you as long you live in the home - so no monthly payments. When you die, your estate sells the house, pays back the loan plus interest, and the balance of the sales proceeds goes to your heirs.
- 3) **Upfront fees.** There are **no out-of-pocket fees** - because the fees are added to the loan.
- 4) **Qualifying and when you get the money.** If you're 62, you qualify- that's it... and you get your money in approximately 35 to 45 days.
- 5) **What's left for the kids?** We are loaning you only a portion of the value of your house. The remaining portion should be left for your kids. Further, the future appreciation of the house should more than cover the future interest that is being added to your loan each year.
- 6) I'll tell you the **Negatives**; most people in my business don't do this. The reason I do this is when I first was introduced to Reverse Mortgages, it had the appearance to me of being **"too good to be true"**. Once I understood the negatives, that feeling went away.

How I intend to help you

Too often in everyday life, people we deal with exaggerate what they can do...and gloss over the negatives. I try to do the exact opposite of that! I'll build a great relationship with you by being straightforward, honest and **NOT** exaggerating what I can do. Wouldn't that be a refreshing change?

I will listen to you.....

As you will discover, I'm a good listener - and I will tune into your particular concerns. With some people, their concern is "what's left for the kids?" for others, it's just making sure they are getting the most money possible. Whatever it is in your case, I promise I will tune into your specific concerns and I will make a Reverse Mortgage simple to understand. I've also highlighted in yellow the key points in our Consumer Education Guide. This will make it much easier for you to get to the key points quickly. Additionally, I will open your eyes to things I think you really need to pay attention to that perhaps you had not thought of. Together, we will determine if a Reverse Mortgage is right for you.

Best wishes,

(b)(6)

Belinda
Belinda Clark
Reverse Mortgage Expert

Thank you for talking to me today!

P.S. One advantage of using me is I guarantee you the **MOST MONEY** possible from your Reverse Mortgage. Absolutely no one will get you more money than I do. Call me and I'll explain how I am able to do this.

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION

Tax Year: 2012

(b)(6)

Owner and Property Information						
Owner Name & Mailing Address: (b)(6) PASADENA TX (b)(6)			Legal Description: (b)(6)			
			Property Address: PASADENA TX (b)(6)			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	1001 -- Residential Improved	5,500 SF	1,208 SF	1564	5853B	537X

Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	03/30/2012	No

Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2011 Rate	2012 Rate
Residential Homestead Over-65	021	PASADENA ISD *	Certified: 08/10/2012	1.350000	
	040	HARRIS COUNTY	Certified: 08/10/2012	0.391170	0.400210
	041	HARRIS CO FLOOD CNTRL	Certified: 08/10/2012	0.028090	0.028090
	042	PORT OF HOUSTON AUTHY	Certified: 08/10/2012	0.018560	0.019520
	043	HARRIS CO HOSP DIST	Certified: 08/10/2012	0.192160	0.182160
	044	HARRIS CO EDUC DEPT	Certified: 08/10/2012	0.006581	0.006617
	047	SAN JACINTO COM COL D	Certified: 08/10/2012	0.185602	0.185602
	074	CITY OF PASADENA *	Certified: 08/10/2012	0.591593	0.591593

* Because the owner qualifies for an over-65 exemption, taxes may be frozen for this account.

Valuations			
Value as of January 1, 2011		Value as of January 1, 2012	
	Market	Appraised	
Land	17,875		Land
Improvement	52,291		Improvement
Total	70,166	70,166	Total

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	1001 -- Res Improved Table Value	SF1	SF	5,500	1.00	1.00	1.00	--	1.00	3.25	3.25	17,875

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1960	Residential Single Family	Residential 1 Family	Low	1,208 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above attached garages is included in the square footage living area of the dwelling. Living area above detached garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Deslr / Util	Average
Foundation Type	Slab
Grade Adjustment	D+
Heating / AC	Central Heat/AC
Physical Condition	Good

Building Areas	
Description	Area
MAS/CONC PATIO PRI	192
ONE STORY FRAME PRI	260
BASE AREA PRI	948

Building Features	

Exterior Wall	Aluminum / Vinyl
Element	Units
Room: Bedroom	2
Room: Full Bath	1
Room: Total	5

Description	Units
Carport - Residential	1
Canopy - Residential	1

Reverse Mortgage Comparison

From: Belinda Clark, Reverse Mortgage of Texas
 6500 River Place Blvd, Building 1, Ste 425, Austin, TX 78730
 Phone: 866-435-1329

Estimates For:

(b)(6)

Date Of Birth: (b)(6)

Date Of Birth:

(b)(6)

Pasadena, Texas (b)(6)
 12/31/2012 (estimate)



Exhibit - 4

Rates and Fees

	HECM Fixed	HECM Saver Fix	HECM Saver Lib
Index	N/A	N/A	1MoLibor
Margin	N/A	N/A	2.500%
Initial Interest Rate	5.060%	5.060%	2.715%
Expected Interest Rate	5.060%	5.060%	4.140%
Mortgage Insurance Rate	1.25%	1.25%	1.25%
Cap on Interest Rate	5.060%	5.060%	12.715%
Monthly Servicing Fee	\$0.00	\$0.00	\$0.00
Initial Credit Line Growth Rate	N/A	N/A	3.965%
Calculation			
Home Value	\$70,166.00	\$70,166.00	\$70,166.00
Maximum Claim Amount	\$70,166.00	\$70,166.00	\$70,166.00
Principal Limit	\$48,344.37	\$39,152.63	\$39,152.63
- Servicing Set-Aside	\$0.00	\$0.00	\$0.00
Available Principal Limit	\$48,344.37	\$39,152.63	\$39,152.63
- Mortgage Insurance Premium	\$1,403.32	\$7.02	\$7.02
- Origination Fee	\$1,850.00	\$2,500.00	\$2,500.00
- Other Costs	\$3,196.50	\$3,196.50	\$3,196.50
Max. Cash Available	\$41,894.55	\$33,449.11	\$33,449.11
- Tax & Insurance Set-Aside	\$0.00	\$0.00	\$0.00
Available Funds			
Available Funds	\$41,894.55	\$33,449.11	\$33,449.11
Or Available Monthly Tenure	\$0.00	\$0.00	\$198.64
Requested Payments			
Cash Request	\$41,894.55	\$33,449.11	\$33,449.11
Monthly Income Request	N/A	N/A	\$0.00
LOC Request	N/A	N/A	\$0.00

The above numbers are calculated based upon the specified interest rates and the estimated closing date noted above. Changes in interest rates and/or changes in actual closing dates may cause the amounts available to be higher or lower than stated.

(b)(6)

Date

(b)(6)

Date

Exhibit #5

Estimate of Closing Costs Worksheet

Date: December 06, 2012

Estimated Home Value: \$70,166.00

Prepared For: (b)(6)

Property Address: (b)(6) Pasadena, Texas (b)(6)

This is not a Good Faith Estimate or a Truth-in-Lending Disclosure Statement required by federal law. If you make an application with us, your Good Faith Estimate and Truth-in-Lending Disclosure Statement will be provided to you in the opening package. This is not a commitment to lend, nor is it a rate lock, pre-qualification or pre-approval. This worksheet is intended to assist you in evaluating a loan or home purchase using estimated closing and property costs. Closing and settlement costs, reserve deposits, interest rate and Annual Percentage Rate (APR) are subject to change and the estimates shown below may be more or less depending on factors such as down payment, property type, and occupancy. Housing costs will vary depending on location, homeowner's association dues, local and state fees, taxes, and hazard and mortgage insurance. Charges from third parties, which may include Lender's affiliates, will be passed through at the actual cost charged by the third party. You may wish to complete these estimated charges in considering the total cost of your mortgage.

Estimated Closing Costs

Finance Charges	POC Amount	Estimated Amount
Mobile Courier fee		\$150.00
HECM counseling fee		\$125.00
Document preparation		\$225.00
Settlement or closing fee		\$710.00
Mortgage Insurance Premium		\$1,403.32
Flood certification		\$20.00
SS Validation		\$2.00
Origination Fee		\$1,850.00
Other Charges		
Lender's title insurance		\$783.00
Notary Fee		\$250.00
Appraisal fee		\$525.00
Credit report		\$21.50
Courier Fee Title		\$75.00
Recording charges mortgage		\$180.00
Tax Certificate		\$125.00
Guaranty Fee		\$5.00
Total Estimated Settlement Costs		\$6,449.82

- 2500
 - 525 - Appraisal Fee
 - 125 - counseling already paid

 1850.00

Beth de Chal
 12-6-12

Summary Appraisal Report

Uniform Residential Appraisal Report

(b)(6)

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address (b)(6) City Pasadena State TX Zip Code (b)(6)
 Borrower (b)(6) Owner of Public Record (b)(6) County Harris
 Legal Description (b)(6)
 Assessor's Parcel # (b)(6) Tax Year 2012 R.E. Taxes \$ 1,939
 Neighborhood Name Windward View Map Reference (b)(6) Census Tract (b)(6)
 Occupant Owner Tenant Vacant Special Assessments \$ 0 PUD HOA \$ 0 per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe)
 Lender/Client Reverse Mortgage USA Address 6500 River Place Blvd, Austin, Tx 78730
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). MLS indicates no listing within 12 months.

1 did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record? Yes No Data Source(s)
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends			One-Unit Housing		Present Land Use %
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60 %		
Build-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	20	Low	Multi-Family	%		
Neighborhood Boundaries The subject is located north of Fairmont Pkwy, east of Burke, south of Pasadena Blvd and west of Beltway 8.		400	High	Commercial	5 %		
		105	Prod.	Other	35 %		

Neighborhood Description The area is characterized by homes of average quality maintenance and condition. Access to employment and supporting facilities is good via area roads. There are no known locational factors which might adversely affect marketing or value. Schools are supplied by the Pasadena Independent School District.

Market Conditions (including support for the above conclusions) General market conditions appear to be stable at this time, with some upward movement being observed. Typical market rates range from 6-8% with seller's contribution to financing of 0-3% considered typical. The reasonable exposure time for the subject, of the reported estimate of market value, conforms to the marketing time estimate for the neighborhood.

Dimensions See Survey Area 6500 sq ft Steps Rectangular View N,Res;
 Specific Zoning Classification None Zoning Description Single Family Residential
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
 Electricity Water
 Gas Sanitary Sewer Street Concrete
 Alley None
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone X FEMA Map # (b)(6) FEMA Map Date 06/18/2007
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
 *Typical Utility Easements appear on site. There are no adverse conditions.

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete	Floors	Tile/Lam C3		
# of Stories 1	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl	Walls	Dry/Pnt C3		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 0 sq ft	Floor Surface	Comp	Trim/Finish	Wood/Paint C3		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	None	Bath Floor	Tile C3		
Design (Style) Traditional	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	Aluminum	Bath Wainscot	Tile C3		
Year Built 1960	Evidence of <input type="checkbox"/> Infestation <input type="checkbox"/> None Ntd	Storm Sash/Insulated	None	Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs) 25	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Screens	<input checked="" type="checkbox"/> Driveway	# of Cars 2		
Airlic: <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Concrete		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Gas	Fireplace(s) # 0	<input checked="" type="checkbox"/> Fence Wtd	Garage	# of Cars 0		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Suede	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Cvd	<input checked="" type="checkbox"/> Porch Cvd	<input checked="" type="checkbox"/> Carport	# of Cars 1		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input type="checkbox"/> Other None	<input checked="" type="checkbox"/> All <input type="checkbox"/> Det. <input type="checkbox"/> Built-in			

Appearance Refrigerator Range/Oven Dishwasher Disposal Microwave Washer/Dryer Other (describe)
 Finished area above grade contains: 5 Rooms 3 Bedrooms 1.0 Bath(s) 1,087 Square feet of Gross Living Area Above Grade
 Additional features (special energy efficient items, etc.) Walk, driveway, ceiling fans, crown molding, storage shed and landscaping.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) C3 No updates in the prior 15 years No physical functional or external inadequacies noted by the appraiser. No repairs were needed.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # (b)(6)

PREDOMINANT VALUE:
 Although the subject's appraised value is different than the predominant value of the neighborhood, it is not considered an under improvement or an over improvement for the area. The definition of predominant value, as used in this appraisal, is: "the most frequent (mode) price found in a market area". From this definition it follows that a large number of homes, both higher priced or lower priced than the predominant value, will be found in the neighborhood.

The property is free from damage and the recent disasters have had no adverse effect on the value or marketability of the subject property or neighborhood.

The subject property meets all FHA Requirements in Sections 4100.1 & 4100.2
 The Appraiser has tested all of the Mechanical Systems and found them to be in working order;
 That the appraiser has completed a "head and shoulders" inspection of the crawl space and attic area(s)

INTENDED USER: The intended user of this appraisal report is the lender/client. The intended use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form and definition of market value. No additional users are identified by the appraiser.

SOURCE FOR DEFINITION OF MARKET VALUE: The source of the definition of market value is obtained in Fannie Mae Guidelines Part XI, section 205.

COST APPROACH TO VALUE (not required by Fannie Mae)
 Provide adequate information for the lender/client to replicate the below cost figures and calculations.
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value obtained from other comparable land sales and conversations with local builders/realtors.

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$ 25,000
Source of cost data Marshall Swift	DWELLING 1,087 Sq. Ft. @ \$ 55.00	= \$ 59,785
Quality rating from cost service Avg. Effective date of cost data 12/27/2012	0 Sq. Ft. @ \$	= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Garage/Carport 0 Sq. Ft. @ \$ 0	= \$
See floorplan sketch attached Estimated economic life is +/- 80-100 years. The cost approach is developed as a client requirement only. This approach to value is not applicable due to the difficulty in estimating physical depreciation. Do not rely on the cost approach as an approach to value. The subject conforms to minimal acceptable FHA/HUD guidelines.	Total Estimate of Cost-New	= \$ 69,785
	Less Physical Functional External	
	Depreciation 14,946	= \$(14,946)
	Depreciated Cost of Improvements	= \$ 44,839
	As-is Value of Site Improvements	= \$ 10,000
Estimated Remaining Economic Life (HUD and VA only) 75 Years	INDICATED VALUE BY COST APPROACH	= \$ 79,839

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ 0	X Gross Rent Multiplier 0	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.

Does the project contain any multi-dwelling units? Yes No Data Source

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Uniform Residential Appraisal Report

File # (b)(6)

There are 1 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 75,900 to \$ 76,900		There are 2 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 65,000 to \$ 78,000	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	(b)(6) Pasadena, TX (b)(7)(D)	(b)(6) Pasadena, TX (b)(6)	(b)(6) Pasadena, TX (b)(6)
Proximity to Subject	0.56 miles NE	0.59 miles NE	0.89 miles NW
Sale Price	\$	\$ 65,000	\$ 78,000
Sale Price/Gross Liv. Area	\$ sq ft	\$ 61.89 sq ft	\$ 64.47 sq ft
Data Source(s)	(b)(6)		
Verification Source(s)	MLS/CAD	MLS/CAO	MLS/CAD
VALUE ADJUSTMENTS	DESCRIPTION	+	(-) \$ Adjustment
Sales or Financing	Arml th		
Concessions	Cash 0		
Date of Sale/Tlme	s10/12,c09/12		
Location	A,Commercial; N,Res;	-2,750	N,Res;
Leasehold/Fee Simple	Fee Simple		Fee Simple
Sta	6500 sf		6380 sf
View	N,Res;		N,Res;
Design (Style)	Traditional		Traditional
Quality of Construction	Q4		Q4
Actual Age	62		61
Condition	C3		C3
Above Grade	Total Bdrms Baths		Total Bdrms Baths
Room Count	5 3 1.0	-1,000	6 3 1.0
Gross Living Area	1,087 sq ft		1,390 sq ft
Basement & Finished	0sf		0sf
Rooms Below Grade			
Functional Utility	Average		Average
Heating/Cooling	CACH	+5,000	CACH
Energy Efficient Items	Typical firs		Typical firs
Garage/Carport	1 Carport	-3,000	1 Car Garage
Porch/Patio/Deck	Porch/Patio		Porch/Patio
Landscaping/Wise	Typical		Typical
Net Adjustment (Total)		\$ -1,760	\$ -11,460
Adjusted Sale Price	Not Adj. 32%		Not Adj. 14.7%
of Comparables	Gross Adj. 21.4%	\$ 63,250	Gross Adj. 14.7%
			\$ 66,540
			\$ 77,440

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data Source(s) MLS/Tax Records
 My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data Source(s) MLS/Tax Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer	\$0	\$0	\$0	\$0
Data Source(s)	MLS/CAD	MLS/CAD	MLS/CAD	MLS/CAD
Effective Date of Data Source(s)	12/27/2012	12/27/2012	12/27/2012	12/27/2012

Analysis of prior sale or transfer history of the subject property and comparable sales: No known prior sales of comparables.

Summary of Sales Comparison Approach: All sales are located within the subject's market area and are considered good indicators of current value. Sales were chosen based on similarity of general features and design. Sites are considered to be of equal contributory value. Subject's overall condition considered superior to comparables and adjustments were made accordingly.

Indicated Value by Sales Comparison Approach \$ 67,000
 Indicated Value by: Sales Comparison Approach \$ 67,000 Cost Approach (if developed) \$ 79,839 Income Approach (if developed) \$
 Data from within the subject's market area reflects the most accurate indication of value for residential properties. As such, the value conclusion via Sales Comparison Approach is emphasized, with support of the value conclusion derived from the Cost Approach.

This appraisal is made "as is," subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. The Income Approach is not utilized as SFR's rarely sell based on income.
 Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 67,000, as of 12/27/2012, which is the date of inspection and the effective date of this appraisal.

License

You may wish to laminate the pocket identification card to preserve it.

RENEE ELAINE WILKINSON
215 BLUSHWOOD PL.
SPRING, TX 77382

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, TX 78711-2188
www.talcb.state.tx.us
(512) 459-2232 (TREC)
Fax (512) 465-3995

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: TX 1334812 - R

Issued: 03/22/2011

Expires: 04/30/2013

Appraiser: RENE E ELAINE WILKINSON

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified Residential Real Estate Appraiser

Number: TX 1334812 - R

Issued: 03/22/2011

Expires: 04/30/2013

Appraiser: RENE E ELAINE WILKINSON

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified Residential Real Estate Appraiser.

Douglas E. Oldmixon
Douglas E. Oldmixon
Commissioner

Supplemental Addendum

File No. (b)(6)

Borrower/Client	(b)(6)				
Property Address					
City	Pasadena	County	Harris	State	TX
Lender	Reverse Mortgage USA				
				Zip Code	(b)(6)

• **URAR : Sales Comparison Analysis - Summary of Sales Comparison Approach**

The search parameters used were: House located in the within 1 mile, sold date 12/27/2011 to 12/27/2012, similar age, condition, gross living area (800sf-1500sf) and marketability. All comparables are of similar quality, age and gross living area and appeal to similar clientele.

Sales were chosen based on similarity of general design, features and marketability. All adjustments were based on the appraiser's awareness of the typical buyers perceptions in the market place.

The Sales Comparison Approach was felt to be the most indicative of value as it most accurately reflects the actions of typical buyers and sellers in the market place however, appraiser did consider the Cost Approach. The Income Approach was not utilized as SFR's rarely sell based on income. All sales are from the subject market area and are considered good indicators of current market value. Sales were chosen based on similarity of general features and design. The sales are within the market area and appeal to similar potential buyers.

GLA was adjusted at \$20 per square foot. All comparables were within 1 mile of the subject, which is typical in this market area. Subject is in average condition for the market. All adjustments were based on the appraiser's awareness of the typical buyers perceptions in the market place.

All adjustments are within guidelines.

All comparables were equally weighted. All comparables support and help establish value.

Sales were chosen based on similarity of general design, features and marketability.

Reasonable exposure time period is estimated at 60-90 days.

The appraiser has performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

It is noted by the appraiser that there is no zoning in the subject micro-locale, which is typical for the area. Furthermore, 'No Zoning' is typical for most of the Greater Houston area markets. Rebuilding as residential, if necessary, would be expected.

The intended use is "to support the underwriting requirements for an FHA/HUD insured mortgage".

A head and shoulder inspection of the attic was conducted and no inadequacies were readily observable.

The use of the appraisal is to support FHA's decision to provide mortgage insurance on the real property that is the subject of the appraisal. The intended users include the lender/client and FHA. The utilities were connected at time of inspection.

Listing Photo Page

Borrower/Client	(b)(6)			
Property Address	(b)(6)			
City	Pasadena	County	Harris	State TX Zip Code (b)(6)
Lender	Reverse Mortgage USA			



Listing 1

(b)(6)	
Proximity to Subject	0.01 miles E
List Price	72,000
Days on Market	8
Gross Living Area	1,198
Total Rooms	5
Total Bedrooms	3
Total Bathrooms	1.0
Age	62

Listing 2

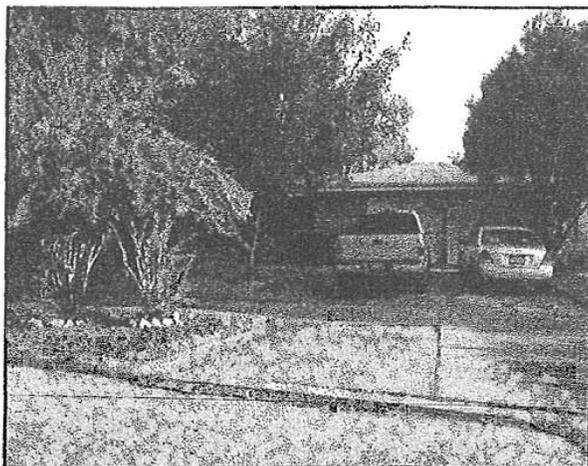
Proximity to Subject	
List Price	
Days on Market	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Age	

Listing 3

Proximity to Subject	
List Price	
Days on Market	
Gross Living Area	
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Age	

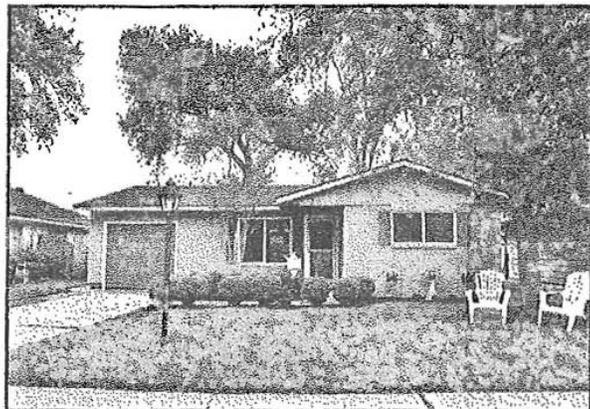
Comparable Photo Page

Borrower/Client	(b)(6)			
Property Address	(b)(6)			
City	Pasadena	County	Harris	State TX Zip Code (b)(6)
Lender	Reverse Mortgage USA			



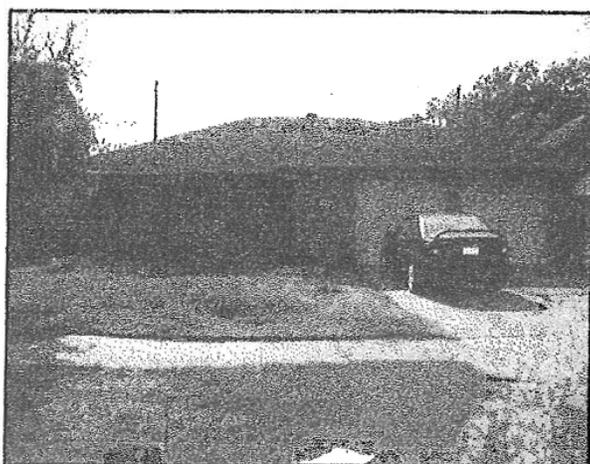
Comparable 1

(b)(6)	
Prox. to Subject	0.56 miles NE
Sales Price	55,000
Gross Living Area	1,060
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.1
Location	N;Res;
View	N;Res;
Site	6050 sf
Quality	Q4
Age	52



Comparable 2

(b)(6)	
Prox. to Subject	0.59 miles NE
Sales Price	78,000
Gross Living Area	1,390
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	1.0
Location	N;Res;
View	N;Res;
Site	6300 sf
Quality	Q4
Age	51

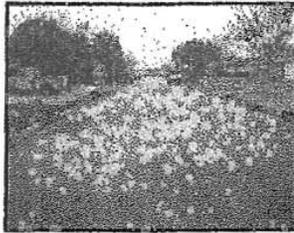


Comparable 3

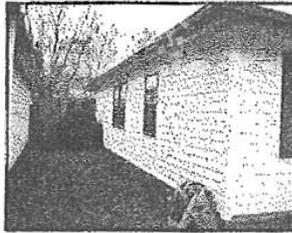
(b)(6)	
Prox. to Subject	0.89 miles NW
Sales Price	88,000
Gross Living Area	1,365
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	A;Commercal;
View	N;Res;
Site	6815 sf
Quality	Q4
Age	51

Photograph Addendum

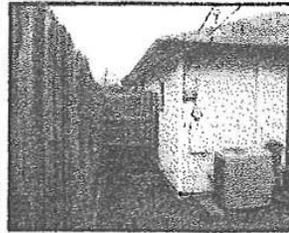
Borrower/Client	(b)(6)						
Property Address							
City	Pasadena	County	Harris	State	TX	Zip Code	(b)(6)
Lender	Reverse Mortgage USA						



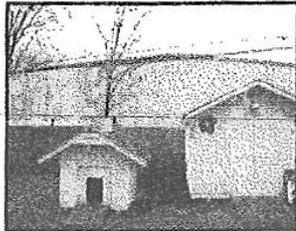
Alternate Street



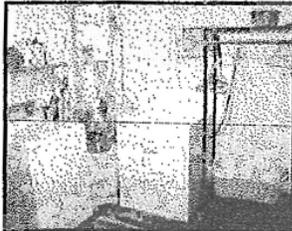
Left



Right



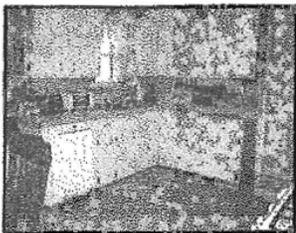
Backs Commercial



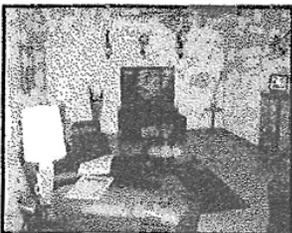
Utility



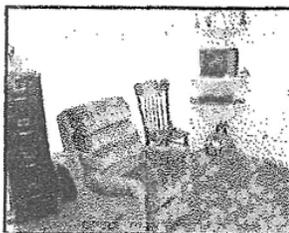
Nook



Kitchen



Main Living Area



Bedroom



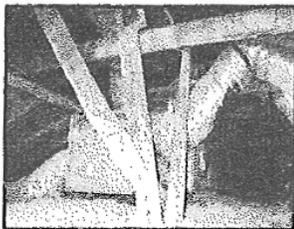
Bedroom



Bedroom



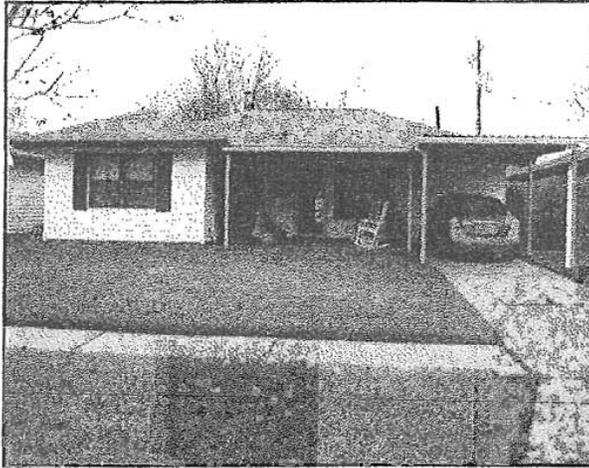
Bath



Attic

Subject Photo Page

Borrower/Client	(b)(6)						
Property Address	(b)(6)						
City	Pasadena	County	Harris	State	TX	Zip Code	(b)(6)
Lender	Reverse Mortgage USA						

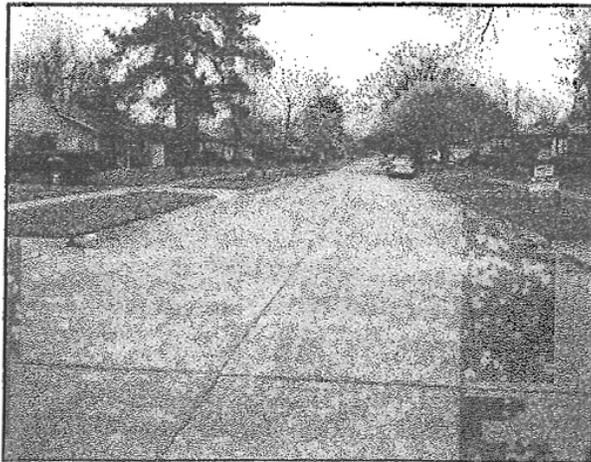


Subject Front

(b)(6)
Sales Price
Gross Living Area 1,087
Total Rooms 5
Total Bedrooms 3
Total Bathrooms 1.0
Location A, Commercial;
View N, Res;
Site 6500 sf
Quality Q4
Age 52



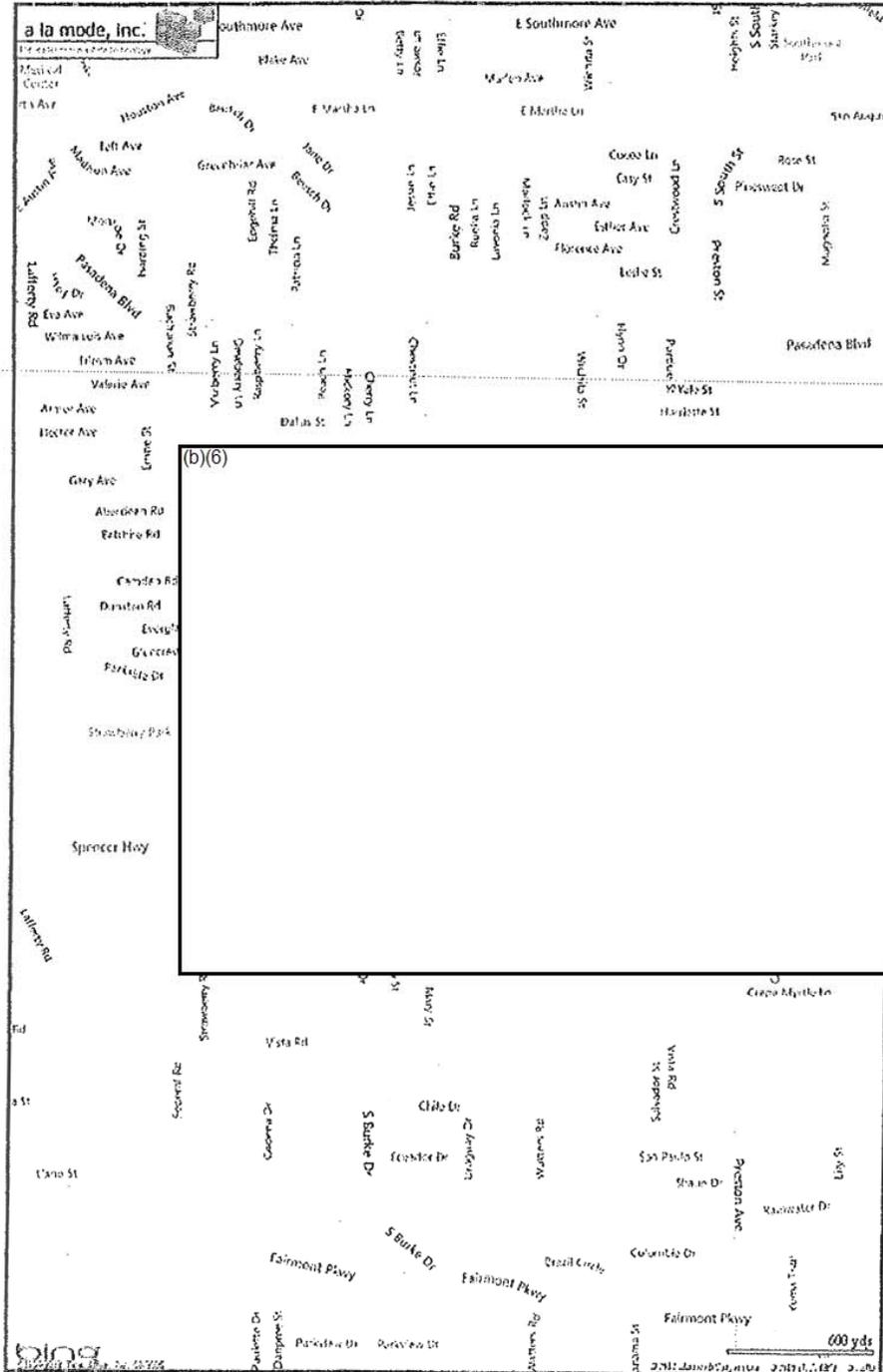
Subject Rear



Subject Street

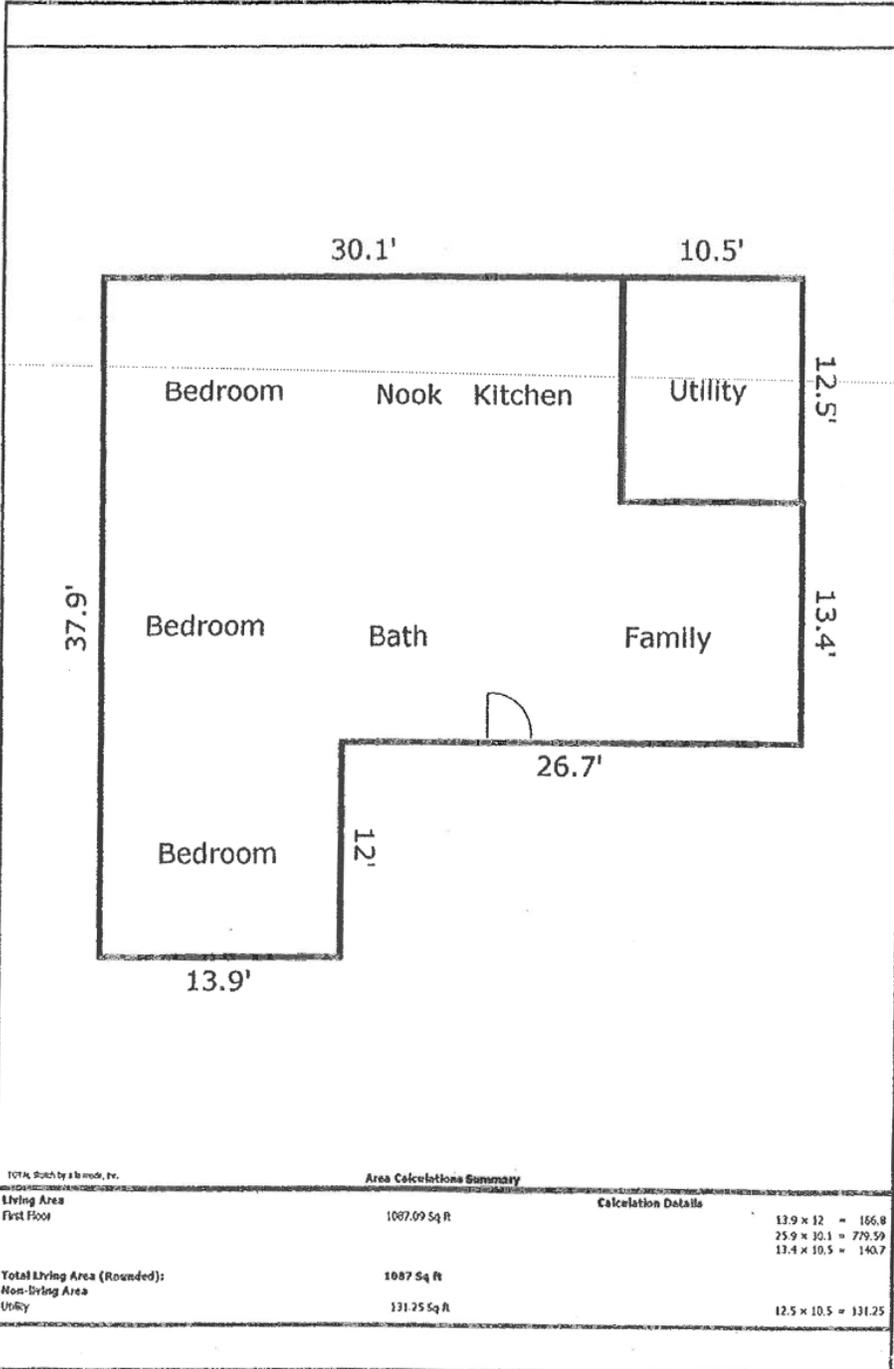
Location Map

Borrower/Client	(b)(6)				
Property Address					
City	Pasadena	County	Harris	State	TX
Zip Code	(b)(6)				
Lender	Reverse Mortgage USA				



Building Sketch

Borrower/Client	(b)(6)			
Property Address	(b)(6)			
City	Pasadena	County	Harris	State TX Zip Code (b)(6)
Lender	Reverse Mortgage USA			



Area Calculations Summary		Calculation Details	
Living Area	1087.09 Sq Ft	13.9 x 12 = 166.8	
First Floor		25.9 x 30.1 = 779.59	
		13.4 x 10.5 = 140.7	
Total Living Area (Rounded):	1087 Sq Ft		
Non-Living Area			
Utility	131.25 Sq Ft	12.5 x 10.5 = 131.25	

Market Conditions Addendum to the Appraisal Report

File No. (b)(6)

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address (b)(6) City Pasadena State TX ZIP Code (b)(6)

Borrower (b)(6)

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below, if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	1	0	1	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	0.17	0	0.33	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	Unavailable	Unavailable	1	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Months of Housing Supply (Total Listings/Ab Rate)	Unavailable	Unavailable	3.0	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	78,000	0	55,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	65	0	8	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable List Price	Unavailable	Unavailable	75,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	Unavailable	Unavailable	192	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Sale Price as % of List Price	103%	0%	85%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining

Seller (Developer, builder, etc.) paid financial assistance prevalent? Yes No

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions were based on seller's contribution to buyers closing cost in excess of 3 points, which is considered normal for area and have remained constant during the past 12 months.

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information: MLS/Tax/Realtor

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions. The Houston MLS does not provide listing data from 3-12 months (only current listings). Therefore no trends can be established in those categories. MLS data is utilized to complete the information in the Neighborhood Section. Our analysis considers data from sales, listings, pending, withdrawn and expired properties. Statistical analysis is provided by each local MLS service and is assumed accurate. Data entry errors are not uncommon, however are not thought to have a significant impact on the overall quality of data.

If the subject is a unit in a condominium or cooperative project, complete the following: Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Months of Unit Supply (Total Listings/Ab Rate)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature: *Renee E. Wilkinson* Signature: _____

Appraiser Name: Renee E. Wilkinson Supervisory Appraiser Name: _____

Company Name: Precision Appraisal Group, LLC Company Name: _____

Company Address: 6800 Westgate Blvd. #132-471, Austin, TX 78745 Company Address: _____

State License/Certification #: TX-1334812-R State TX State License/Certification #: _____ State _____

Email Address: brad@pagappr.com Email Address: _____

Additional Listings

File # (b)(6)

FEATURE	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3			
Address	(b)(6) Pasadena, TX (b)(6)	(b)(6) Pasadena, TX (b)(6)					
Proximity to Subject		0.01 miles E					
List Price	\$	\$ 72,000	\$	\$			
List Price/Gross Liv. Area	\$ sq ft	\$ 60.10 sq ft	\$ sq ft	\$ sq ft			
Last Price Revision Date	N/A	N/A					
Data Source(s)		(b)(6)					
Verification Source(s)		MLS/CAD					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions		PENDING	-2,160				
Days on Market		0					
Location	A, Commercial	A, Commercial					
Leasehold/Fee Simple	Fee Simple	Fee Simple					
Site	5500 sf	5500 sf					
View	N, Res.	N, Res.					
Design (Style)	Traditional	Traditional					
Quality of Construction	Q4	Q4					
Actual Age	92	92					
Condition	C3	C3					
Above Grade Room Count	Total Bdrms. Baths 6 3 1.0	Total Bdrms. Baths 5 3 1.0		Total Bdrms. Baths		Total Bdrms. Baths	
Gross Living Area	1,087 sq ft	1,198 sq ft	-2,220	sq ft		sq ft	
Basement & Finished Rooms Below Grade	0sf	0sf					
Functional Utility	Average	Average					
Heating/Cooling	CACH	CACH					
Energy Efficient Items	Typical firs	Typical firs					
Garage/Carport	1 Carport	1 Car Garage	-1,600				
Porch/Patio/Deck	Porch/Patio	Porch/Patio					
Landscapa/Misc	Typical	Typical					
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,880	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted List Price of Comparables		Net 8.2 % Gross 8.2 % \$ 66,120	Net % Gross % \$	Net % Gross % \$		Net % Gross % \$	
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).							
ITEM	SUBJECT	LISTING # 1	LISTING # 2	LISTING # 3			
Date of Prior Sale/Transfer							
Price of Prior Sale/Transfer	\$0	\$0					
Data Source(s)	MLS/CAD	MLS/CAD					
Effective Date of Data Source(s)	12/27/2012	12/27/2012					
Comments: Listing is PENDING SALE with Sales Price to List Price adjustments.							

Uniform Residential Appraisal Report

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Randy E. Wilkinson
 Name Randy E. Wilkinson
 Company Name Precision Appraisal Group, LLC
 Company Address 6800 Westgate Blvd. #132-471
Austin, TX 78745
 Telephone Number (612) 776-7730
 Email Address brad@pegappr.com
 Date of Signature and Report 12/31/2012
 Effective Date of Appraisal 12/27/2012
 State Certification # TX-1334812-R
 or State License # _____
 or Other (describe) _____ State # _____
 State TX
 Expiration Date of Certification or License 04/30/2013

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

ADDRESS OF PROPERTY APPRAISED

(b)(6)
Pasadena, TX (b)(6)
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 67,000

LENDER/CLIENT

Name Consolidated Lender's Resource
 Company Name Reverse Mortgage USA
 Company Address 6500 River Place Blvd, Austin, Tx 78730
 Email Address _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

Uniform Residential Appraisal Report

File (b)(6)

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File (b)(6)

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

(b)(6)

Exhibit #7

LOAN AMOUNT: \$66,421.00
INTEREST RATE: 5.060%

PASADENA, TX (b)(6)

STATEMENT OF CREDIT DENIAL, TERMINATION OR CHANGE

(1.) In compliance with Regulation "B" (Equal Credit Opportunity Act), you are advised that your recent application for an extension or renewal of credit has been declined. The decision to deny your application was based on the following reason(s):

A. CREDIT

- No credit file
- Insufficient credit reference
- Insufficient credit file
- Unable to verify credit references
- Garnishment, attachment, foreclosure, repossession or suit
- Excessive obligations
 - Insufficient income for total obligations
 - Unacceptable payment record on previous Mortgage
 - Lack of cash reserves
- Delinquent credit obligations
- Bankruptcy
- Information from a consumer reporting agent
-

B. EMPLOYMENT STATUS

- Unable to verify employment
- Length of employment
- Temporary or irregular employment
- Insufficient stability of income

C. INCOME

- Insufficient income for Mortgage Payments
- Unable to verify income

D. RESIDENCY

- Temporary residence
- Too short a period of residence
- Unable to verify residence

E. INSUR., GUARANTY, OR PURCHASE DENIED BY:

- Dept. of Housing and Urban Development
- Dept. of Veterans Affairs
- Federal National Mortgage Association
- Federal Home Loan Mortgage Corp

F. OTHER

- Insufficient funds to close this loan
- Credit application incomplete
- Inadequate collateral
 - Unacceptable property
 - Insufficient data - property
 - Unacceptable leasehold estate
 - Unacceptable appraisal
- We do not grant credit to any applicant on the terms you have requested
- Withdrawn by applicant
-
- VALUE ISSUE**
Value came in lower than expected.

(2.) Disclosure of use of information obtained from an outside source.

- Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Land America
2 Concourse Parkway, Ste 400 Atlanta, GA 30328 800-989-1056

- Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have the right to make a written request, no later than 60 days after you receive this notice, for disclosure of the nature of this information. If you have any questions regarding this notice, you should contact:

Reverse Mortgage USA, Inc.
6500 River Place Blvd, Bldg 1 Ste 425 Austin TX 78730 800-748-1184

NOTICE

(3.) The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Office of Thrift Supervision Consumer Affairs Program
Washington, DC 20552

(4.) Should you have any additional information which might assist us in evaluating your creditworthiness, please let us know. Thank you for applying.

Reverse Mortgage USA, Inc.
6500 River Place Blvd, Bldg 1 Ste 425 Austin TX 78730

Notice mailed on January 18, 2013

By: CRAWLETTE VAN NIESEL

Date Denied: January 9, 2013

Exhibit # 8

January 29, 2013

Belinda Clark
Reverse Mortgage of Texas
6500 River Place Blvd.
Building #1, Suite 425
Austin, Texas 78730

Dear Ms Clark.

We have received the document titled "Statement of Credit Denial" which, I understand, is required by law.

We would assume that any document required by law would also be required to be accurate by law. Under section 'F' described as 'other', the reason for denial is marked as value issue, "Value came in lower than expected." When it should have been marked "unacceptable appraisal" and "withdrawn by applicant".

It is my contention that an accurate appraisal of the value of our home was not conducted, nor was it intended to be based on several inaccuracies in the appraisal document and the comments made by the appraiser herself.

The appraiser stated that Reverse Mortgage of Texas was not as interested in the condition of the specific property as in the market area in general and her primary purpose was to verify the living area of the house and condition in general.

The misrepresentation in the "Uniform Residential Appraisal Report" are as follows, starting with the statement "C 3: No updates in prior 15 years".

First, the bathroom was completely redone from top to bottom including floor, removal of the bathtub and replacement with a walk-in shower, replacement of the vanity, sink and mirror, and replacement of commode.

Second, the plumbing was completely replaced throughout the house, including all pipes, drains, and faucets.

Third, all carpets in the bedrooms and hallway were removed. The bedrooms were redone in top grade laminate flooring, the hallway was redone with ceramic tile.

Fourth, the roof was replaced, some decking was removed to accommodate replacing the pipes in the attic and walls. The decking was replaced prior to installing the 25year roofing. All of these upgrades we completed within the past 5 years. It should be noted also that in the era these homes were built, aluminum electrical wiring was utilized. It was later determined to be unsafe. Our home is one of the few that has been totally rewired with copper wiring. We believe an honest appraisal would have included these facts.

The appraisal report states that the exterior of the home is vinyl, however a review of the photographs submitted with the report show that the rear of the house consists of Hardie Plank, which was recently installed.

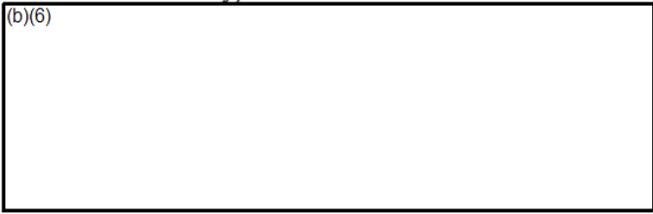
In addition, the appraisal report states that no storm or insulating windows exist. Any competent individual reviewing the photograph submitted with the report should be able to see that is untrue. The appraisal report also states no gutters or downspouts are installed. I acknowledge we do not have a complete drain system installed, however, again a review of the photographs will show gutters and downspouts do exist on the front of the house. Although the appraisal report makes reference to the kitchen appliances and states the house consists of five rooms including three bedrooms and one bath, no reference is made of a sixth 10'X 12' room used to house a washer, dryer, freezer, folding table and additional storage capacity.

I do not believe it necessary to detail the entire litany of problems connected with this program, such as the requirement for mortgage insurance and the excessive interest assessed.

I am reasonable sure that many retired persons such as myself, because of the recession and subsequent market collapse, find themselves short on funds and have no choice but to make major adjustments in their later years. For some, programs, such as Reverse Mortgage may be their only choice. I do, however, feel it unconscionable that there are some among us who, because of the conditions that we did not create, would willingly take undue advantage.

Sincerely,

(b)(6)

A large rectangular box with a black border, used to redact the signature of the sender. The text "(b)(6)" is written in the top-left corner of the box.

CC: Texas Appraiser Licensing and Certification Board

CC: with documentation: The Honorable U.S. Senator, Ted Cruz
The Honorable Texas Senator, Dan Patrick



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, TX 78701-3226

SEP 16 2013

Re: FTC Ref. No. 14008806

Dear Senator Cruz:

Thank you for your letter on behalf of your constituents (b)(6) of Houston, regarding their contractual agreement with Silverleaf Resorts.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituents' concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); *see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale Assocs.*, 103 F.T.C. at 174-83.

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

In conjunction with the foregoing statutory law enforcement criteria, we can provide some basic information that may be helpful to consumers who are considering either the purchase of a timeshare or an effort to cancel such a purchase or resell a timeshare. Timesharing is a term adopted by the resort industry to encompass such property interests as timesharing, vacation ownership, vacation clubs, interval ownership, and fractional ownership, where occupancy rights are subject to a recorded timesharing plan. In other words, a consumer who purchases a timeshare typically receives the right to a specified period of time -- usually one particular week each year -- at a particular resort. Most timeshares are sold to vacationers who are renting a unit at a resort. Usually at check-in, the vacationer is offered an amenity at the resort in exchange for attendance at a sales seminar. Developers of timeshare resorts also use mail solicitations that promise free gifts or a weekend at the resort as a means to lure potential purchasers to their sales presentations.

In general, consumers who make informed purchase decisions are less likely to be taken in by deceptive timeshare marketers. As with any purchase that costs thousands of dollars, consumers should understand precisely what they will receive -- and should have that information in writing, as an express part of the contract -- before they sign any type of purchase or rental agreement or pay any fees. Thus, the general considerations described below should be accompanied by a careful analysis and professional advice -- including, if possible, advice from an attorney expert in the timeshare area -- concerning all aspects of a particular prospective purchase. Consumers should in particular determine -- and receive written commitments concerning -- their precise and specific rights of cancellation, if any, under the contracts at issue.

The Commission and the Commission staff suggest that consumers consider the following points before purchasing a timeshare:

1. *Consumers should avoid impulse purchasing.* Most sales of timeshares are made to consumers who are on vacation, or who have received a solicitation in the mail offering a free gift in exchange for attendance at a sales seminar. Experience has shown that most timeshare owners did not intend to purchase a timeshare at the time they in fact purchased such interests.

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); see generally *Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

2. *Consumers should not purchase timeshares as investments.* Depending on inflation, and on whether and how a particular timeshare purchase is financed, it could take between 10 and 20 years for that timeshare purchase to prove to be a better investment than simply renting the same timeshare each year during that period. Moreover, if the consumer decides not to vacation at the timeshare in question one or more years, the break-even date is pushed even further into the future. Consumers should also remember that annual real estate taxes and maintenance fees will increase each year; that they will have to pay those taxes and fees even after their timeshares have been paid off; and that their heirs will similarly have to continue paying those taxes and fees. Furthermore, timeshare owners at most resorts are also responsible for paying extra assessments for major improvements or repairs, and these costs can be considerable.

3. *Consumers should take a long view of timeshare purchases.* For the average consumer, the useful life of a timeshare is seven years. After seven years, lifestyles frequently change due to factors such as aging, state of health, divorce, changes in employment, and children. It is important to emphasize, in this regard, that resales of timeshares are extremely difficult, if not impossible, to effect. Those consumers who are lucky enough to be able to sell their timeshares usually are forced to accept less than half what they originally paid for their timeshare interests. Indeed, one survey covering the last 20 years found that only 3.3 percent of timeshare owners reported being able to resell their timeshare interests. Moreover, consumers should be extremely cautious about individuals and firms that purport to offer to help resell timeshare interests for a fee. Most such individuals and firms promise far more than they can deliver. The Commission has sued in federal court a number of purported timeshare resale companies, alleging that they lied to consumers about their ability to sell the properties in question. In particular, as a general rule, consumers should not deal with any firm that requires an up-front payment in exchange for purported efforts to sell timeshares.

4. *The best approach to reselling a timeshare may be to give the property interest back to the developer.* Some timeshare properties will accept a deed in lieu of foreclosure. While consumers who follow this approach lose the money that they have already paid, this practice at least saves them having to continue to pay the annual taxes and fees. It is important to emphasize, however, that developers and their successors in interest -- frequently timeshare homeowners' associations -- are likely to be reluctant to take timeshares back, because they need the annual tax and fee payments in order to keep their own expenses down. Thus, consumers who are considering purchasing timeshares should endeavor to have included in the agreement a clause that expressly allows the buyer to deed back the timeshare to the developer or its successor in interest, should such a conveyance become necessary.

5. *Consumers should review all documents or have someone familiar with timeshare sale contracts review them before they make a purchase.* Consumers should ask if the contract provides a "cooling-off" period during which they can cancel the contract and get a refund. Some states require such a cooling-off period. If there is such a provision, consumers can use that time to reconsider their decision. If there is no cooling-off period, consumers should understand all aspects of the purchase and review all materials before they sign. Preferably, consumers should go home to think through a purchase and review documents.

Many developers of timeshare properties typically borrow money from lenders who take a mortgage on the resort property. In many instances, the developer does not release the underlying liens until the whole mortgage is paid to the lender. Thus, many timeshare deeds are defective and cannot be conveyed until the developer releases the lien. Review the contract carefully to see what will happen under these circumstances.

6. *Consumers should ensure that all aspects of the agreement -- including in particular any promises made by the salespersons -- are in writing.* In particular, a consumer considering a particular purchase should ask the salesperson involved to point to the section of the written contract that contains the promises made orally. Consumers should also be especially cautious about and question any oral claims that contradict the contract, and should take notes of representations made during sales presentations, in order to facilitate contract negotiation and review.

7. *Consumers should not be tempted by gifts and prizes.* Many timeshare promoters offer gifts to potential buyers who agree in turn to attend sales presentations. Consumers should carefully consider the actual value of these "gifts" and "prizes." If the only reason a consumer plans to attend a sales presentation is to receive a promised, he or she should be aware that common promotional "gifts" and "prizes" have little or no value; they typically include fake gemstones; purported "gold" ingots, with minimal gold content and worth no more than a few dollars; or purported "vacation awards" which do not cover major costs such as travel and food. Consumers who are not actually interested in purchasing a timeshare should consider whether the travel time to the resort in question -- typically three hours or more -- and attendance at a sales presentation of at least three hours in length is worth the free "gift" that they are likely to receive.

8. *Consumers should check timeshare developers' track records.* A resort or development will be a good place to vacation only if it is run properly. Therefore, consumers should research the track record of the seller, developer, and management company before they purchase any type of timeshare interest. Consumers should also visit the facilities and, if possible, talk to other purchasers. In addition, consumers should ask for a copy of the current maintenance budget, in order to determine what steps will be taken to manage and repair the property -- and to replace furnishings as needed -- and to determine which individuals or entities will provide the promised services. Furthermore, consumers should find out whether these arrangements will remain in effect over a long period of time or just for the near future. Local real estate agents, Better Business Bureaus, and consumer protection offices are often good sources of information on these and other important issues.

9. *Consumers should remember that nonperformance of crucial functions can be a substantial problem.* Consumers should be particularly reluctant to purchase a timeshare in a development where utilities are not in place or where facilities have not been completed. In this type of situation, it is particularly important for consumers to find out what their rights are if the developer or management company has financial problems or in some way defaults on its

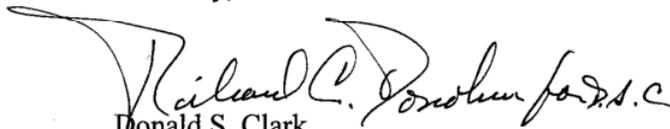
obligations to provide these utilities and other facilities. In particular, consumers should ensure that any agreement they sign includes two clauses, respectively guaranteeing "non-disturbance" and protecting them against "nonperformance." A non-disturbance provision should ensure that consumers will continue to have the use of their timeshares [including, in particular, the land], notwithstanding default and subsequent third party claims against the developer or management firm. A non-performance protection clause should provide that the consumer purchasers will keep all their ownership rights, even if a third party, such as a bank, is required to buy out their contracts. Attorneys expert in the timeshare area can provide consumers with more information about these provisions.

10. *Consumers should be even more cautious about purchasing timeshares in locations outside the United States.* Most of the protections afforded to consumers by state and federal law do not apply outside of the United States. Moreover, resolving problems that may arise may also be more difficult due to language barriers.

In addition to the foregoing steps, consumers who consider buying a particular timeshare should contact the state and local consumer protection offices where the timeshare is located for advice and information about the development before it is purchased. Because the interpretation of contracts is governed by state law, a particular consumer's contract may be more appropriately reviewed by the State Attorney General's office. Moreover, if consumers have disputes concerning the purchase of a timeshare, many state and local consumer protection offices are able to engage in individual case work to try to resolve such problems, and consumers can also file complaints against the realtor and the developer involved with the local Better Business Bureau and with the State Board of Realtors.

We hope that the foregoing information is of assistance in addressing your constituents' concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,


Donald S. Clark,
Secretary of the Commission

14008806



U.S. Senator Ted Cruz

United States Senator • Texas

TO: Director Bumpus

FAX #: 202-326-3585

FROM: John Drogin Lindsey Parham Katharine McAden
 Joyce Sibley Jon McClellan Lela Pittenger Kristopher Robles
 Susanna Sovran Melissa Miller Ben Murrey

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

NOTES: Pgs. 67

Inquiry to assist

Regards,
Susanna Sovran

(b)(6)

GENERAL TRADE COMMISSION
13 SEP -3 PM 2:55
ING. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate
WASHINGTON, DC 20510

August 30, 2013

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Director Bumpus:

The attached communication was forwarded to my Senate office by a constituent concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) _____ . In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME:

MAILING ADDRESS:
Houston, TX

HOME OF RECORD (service members only): _____

HOME PHONE #:

WORK PHONE #: (_____) _____

SOC SEC #:

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? NO

(b)(6)

8/8/13

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701
Fax: 512-916-5839

August 8, 2013

Senator Ted Cruz

961 J.J. Pickle Federal Building

300 East Eight Street

Austin, TX 78701

Dear Senator Cruz:

Thank you for your response. I greatly appreciate any help in the matter of my formal complaint against Silverleaf Resorts. Along with my privacy form, I have included my contract with them and all paperwork I signed with them.

I am hoping to get help to cancel my contract with Silverleaf Resorts. There have been several discrepancies since I've signed a contract with them. I have never once used their services despite paying several thousand dollars into their program. My main complaints are as follows:

- We were told that our timeshare would increase in value. Not only has it not increase, we have tried to give it away for far less than we have paid and cannot get rid of it.
- The sales rep misled us to the location of our timeshare. We didn't know the actual location until the end of our paperwork signing.
- When we were filling out our paperwork, our sales rep had us change our incomes to make it look like we made more than we did.
- We were never told of our right to cancel. They rushed us through signing the documents after a lengthy and aggressive sales campaign
- The sales people misled us regarding fees, they have steadily increased, and for their RCI program, we were told there were no fees to find out there is an annual fee.
- We were unhappy with our first purchase and were talked into upgrading. They said if we did this additional purchase, we then would have the property that we originally thought we had purchased
- We were subject to high pressure, aggressive sales tactics from the start. We told them no repeatedly but they would not accept that. We wanted to leave and discuss it between ourselves, but they told us that if we left we would not be offered the same price again and that it was "the most amazing" deal they had seen in a long time.

These are just a few of the deceitful and purposefully misleading ways that have tricked me and countless other consumers into purchasing a lifelong contract with people who are thieves. I have learned many hard lessons from this experience. Mostly that I was a dumb teenager. Anything you can do to help or guide me to help would be very sincerely appreciated.



Arbitration Addendum

Missouri

This Arbitration Addendum is made and entered into by Silverleaf Resorts, Inc., a Texas Corporation ("Seller"), and the undersigned ("Buyer"), as an integral part of the Contract between Seller and Buyer of even date (the "Contract")

Arbitration Disclosure: By entering into the Contract, you agree in regard to any Claim, as defined in the Arbitration Provision below, either you or we can choose to have that Claim resolved by binding arbitration as set forth in the Arbitration Provision. If arbitration is chosen, it will be conducted pursuant to the procedures and rules of the national arbitration organization selected pursuant to the Arbitration Provision. **IF ARBITRATION IS CHOSEN BY ANYONE WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES AND RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF THE CLAIM WAS LITIGATED IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION PROVISION CAREFULLY BEFORE SIGNING THIS ARBITRATION ADDENDUM.**

Buyer's initials

(b)(6)

Arbitration Provision:

1. Any claim, dispute or controversy regarding the Contract or our relationship (a "Claim" or "Claims") shall be resolved, upon the election by you or us, by binding arbitration pursuant to this Arbitration Provision. For purposes of this Arbitration Provision, a Claim shall include, but not be limited to, any claim, dispute or controversy of every kind and nature arising from or relating to the Contract or our relationship, promotions or oral or written statements related to the Contract, the Vacation Ownership Interest acquired under the Contract, the terms of financing, the administration and operation of the Resort, the Club and the Silverleaf Club, the related membership assessments, and the validity, enforceability, and scope of this Arbitration Provisions and the Contract. This includes Claims based on contract, regulatory provisions, tort (including intentional tort), fraud, negligence, statutory provisions, constitutional provisions, common law, equitable principles or other sources of law, whether arising in the past, present or future. This shall also include Claims made by or against anyone connected with us or you or claiming through us or you, such as your family members, your invitees, the Club, the Silverleaf Club, a co-owner, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee or trustee in bankruptcy. A party who has asserted a Claim in a lawsuit in court may also subsequently elect arbitration with respect to all Claims if any Claim is subsequently asserted in that lawsuit by the other party. We shall not, however, elect to use arbitration under this Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court, so long as the Claim is pending only in that court and advances as an individual (non-class, non-representative) Claim. Provided, further, Claims shall not include a claim for personal injuries.

2. Claims shall be referred to either JAMS/Endispute ("JAMS"), the National Arbitration Forum ("NAF"), or the American Arbitration Association ("AAA") (an "Organization" or "Organizations"), as selected by the party electing to use arbitration. If a selection by us of one of these Organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other Organizations listed to serve as arbitrator administrator. (The finally selected Organization may be referred to herein as the "Selected Organization"). For a copy of the procedures to file a Claim, or for other information about the Organizations, contact them as follows:

- * JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; phone: 1-800-352-5267; website: www.jamsadr.com
- * NAF at PO Box 50191, Minneapolis, MN 55405; phone: 1-800-474-2371; website: www.arbitration-forum.com
- * AAA at 335 Madison Avenue, New York, NY 10017; phone: 1-800-778-7879; website: www.adr.org

3. A single, neutral arbitrator shall resolve Claims. The arbitrator shall be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the procedures and rules of the Selected Organization. The arbitration shall follow the procedures and rules of the Selected Organization in effect on the date the arbitration is filed unless inconsistent with this Arbitration Provision, in which case this Arbitration Provision shall control. The arbitrator shall take reasonable steps to protect all confidential and proprietary information, including your account information, if requested to do so by you or us

(b)(6)



Arbitration Addendum (pg. 2) Missouri (pg. 2)

4. You and we also agree that no Claim shall be arbitrated on a class action, private attorney general or other representative action basis. Further, arbitration can only decide your or our Claim and may not consolidate or join the claims of other persons who may allege similar claims, and the arbitration may award relief only on an individual (non-class, non-representative) basis.
5. Any participatory arbitration hearing that you attend will be held at a place chosen by the Selected Organization in the same city as the U.S. District Court closest to where your Vacation Ownership Interest is located, or, at your option, in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. Additionally, if you and we agree in writing, any arbitration hearing may be held by a telephonic conference call.
6. For any Claim you initiate against us as to which either you or we have elected to use arbitration, we will reimburse you for filing, administrative and/or hearing fees of the Selected Organization, which you incur, including for any appeal, if and to the extent such fees exceed the amount they would have been (such amount to be determined by the arbitrator) if the Claim had been brought in the state or federal court which is closest to your current billing address and would have jurisdiction over the Claim. If you can also demonstrate to the Selected Organization that you are financially unable to pay all or part of the fees allocated to you, then we will pay any part that the Selected Organization finds that you are unable to pay, subject to you reimbursing us for the amount finally allocated to you in any arbitration award. Any reimbursement owed by us or you shall be payable within ten (10) days after the arbitration award is final and as set forth in the award.
7. Each party shall bear the expense of their respective attorney, expert and witness fees, and other expenses regardless of which party prevails in the arbitration, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
8. This Arbitration Addendum is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16, and no state arbitration law shall apply. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator will make any award in writing and, if requested by you or us, shall issue an opinion reciting the findings of fact and law necessary to support the award.
9. The arbitrator's award shall be final and binding on you and us, subject to judicial review and enforcement as provided by the FAA or other applicable law.
10. This Arbitration Provision shall survive any changes in the relationship between you and us, the closing and expiration of the Contract, the payment or any transfer of any Promissory Note owed by you, and the bankruptcy of any party.
11. Provided, however, Buyer and Seller agree this Arbitration Addendum shall not apply to any judicial or nonjudicial actions taken by Seller to enforce any Promissory Note secured by the Vacation Ownership Interest, or to exercise any foreclosure rights under any Deed of Trust securing any such Promissory Note, which occur as a result of a default by Buyer under the Promissory Note or Deed of Trust. Provided, further, Buyer and Seller agree that this Arbitration Addendum shall also not apply to any judicial or non-judicial actions taken by the Club or the Silverleaf Club to enforce the membership assessment liens under the Declaration relating to such Vacation Ownership Interest. The initiation and maintenance of any action for judicial relief in a court on the foregoing terms shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Arbitration Addendum, including the filing of a counterclaim in a suit brought by Seller, the Club or the Silverleaf Club pursuant to this paragraph.
12. Any questions about whether a Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way the law will allow it to be enforced. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA or otherwise, it shall not invalidate the remaining portions of this Arbitration provision.
13. All capitalized terms used in this Arbitration Addendum, which are not defined herein, have the same meaning as set forth in the Contract.



OWNER CONFIRMATION INTERVIEW

(b)(6)

Resort/Townhouse/Week

Congratulations and welcome to the expanding group of families who have selected one of Silverleaf's resorts for leisure and vacation ownership. Below is a list of important elements of your purchase which we ask you to acknowledge both for your protection and ours in assuring proper disclosure of full ownership information and mutual responsibilities. Please read and initial in the blanks, indicating that you understand each section fully.

(b)(6)

1. I acknowledge that the Vacation Ownership Interest that has been purchased hereunder is for a biennial (alternate year) Use Period, as indicated by either an "E" (for even year use) or an "O" (for odd year use) following the Use Period number set forth hereinabove. I shall only have the right to occupy the Unit in which I have purchased a Vacation Ownership Interest hereunder during even or odd years as the case may be and, except for non-occupancy of the Unit during the off year, all rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a biennial (alternate year) Use Period shall in all respects be the same as the rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a full Use Period; provided, however, that the monthly membership assessments payable to the Club shall be only one-half (1/2) of the amount that is payable by a buyer of a full Use Period; and, provided further, that the Bonus Time Program shall only be available to me in the same year in which I have the right to occupy my unit and not in the off year.
2. I understand that membership in the external exchange program is offered by Resort Condominiums International ("RCI") to owners on a voluntary basis and that renewal of my membership is optional and my obligation. I understand that RCI is a separate entity from this resort and that all representations within the Disclosure Guide to Vacation Exchange are representations of that company and I acknowledge that I have been given a copy of the guide to review.
3. I understand that I may exchange my Vacation Ownership Interest through RCI for another week within the same color group or a lesser-value color group, but I may not exchange my Vacation Ownership Interest for a higher-value color group (i.e. Red Weeks may be exchanged for Red, White or Blue Weeks; White Weeks may be exchanged for White or Blue Weeks; and Blue Weeks may be exchanged for other Blue Weeks).
4. I understand that I may also exchange my Vacation Ownership Interest through the internal Silverleaf exchange program offered by Silverleaf Club. I understand that my membership in this program is voluntary and there is no membership fee. I understand that I may exchange my unit for a unit of a comparable type, resort classification and color time as my owned week, and in the same year as my owned week and not in the off year, and that the details, restrictions and applicable fees are explained in the Silverleaf Exchange Disclosure Statement that I have received.
5. I am of legal age, have the economic ability to become an owner of a Vacation Ownership Interest, and have purchased the Vacation Ownership Interest for personal use and NOT for the purpose of obtaining any rental income, tax advantage, depreciation, or other investment opportunity. I acknowledge that the purchase of a Vacation Ownership Interest should be based upon its value and that the value is in the use of the Vacation Ownership Interest. I understand that Silverleaf has relied upon this information and the information regarding my credit history in selling a Vacation Ownership Interest to me.
6. I understand my total monthly obligation is \$234.71 and that it includes my monthly membership dues of \$32.48, which dues are subject to increase from time to time. I certify this does not represent a financial burden to me or my family.
7. I understand that I will NOT be allowed to bring pets of any description to the resort at any time.
8. I acknowledge that I must refer to all sales documents, covenants, contract documents, and written sales materials for proper and accurate information, and should not rely on any contradictory oral representation which may have been made.
9. I acknowledge that no representation or guarantee has been made as to buy-back, resale or other investment potential from the Vacation Ownership Interest that I am acquiring. Silverleaf does not provide resale or rental services.
10. I UNDERSTAND THAT THE NUMBER OF MEMBERS WHO ARE ABLE TO RESERVE THEIR FIRST CHOICE OF RESORT AND/OR PERIOD UNDER THE BONUS TIME PROGRAM MAY BE LESS THAN FIFTY PERCENT (50%) DURING SOME TIME PERIODS. The Bonus Time Disclosure Statement has been read to me, I understand it and all my questions have been answered to my complete satisfaction.
11. I understand that "The Water Park at The Villages" has opened for business and that certain use fees apply. I also understand that there are no plans to build a water park at any other Silverleaf resort.

(b)(6)



OWNER CONFIRMATION INTERVIEW

(b)(6)

- 12. I have received copies of the Timeshare Disclosure/Public Offering/Property Statement, the RCI Exchange Information, the Silverleaf Exchange Disclosure Statement, the Contract for Sale including Exhibit 'A' (if applicable), Arbitration Addendum, the Promissory Note, and the Deed of Trust.
- 13. I understand Silverleaf Resorts, Inc. has an Ironclad Guarantee and guarantees a memorable vacation experience to me. If I am dissatisfied in any way with my accommodations, Silverleaf Resorts, Inc. will provide me with a vacation week free of charge (based on availability). The Guarantee is effective for one (1) year from the date of purchase and good only during my color time.
- 14. I understand that I have purchased a deeded Vacation Ownership Interest at Holiday Hills Resort.

BY SIGNING THIS OWNER CONFIRMATION INTERVIEW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND PROVISIONS OF THE CONTRACT, NOTE AND THIS OWNER CONFIRMATION INTERVIEW.

(b)(6)

06/04/2009

Effective Date

Signature of Owner

Signature of Owner

Signature of Owner

Signature of Owner

(b)(6)



Holiday Hills Promissory Note (Missouri)

2380 E HWY 76 * BRANSON, MISSOURI 65616

\$ 9,661.02

JUNE 4, 2009
(Effective Date)

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Silverleaf Resorts, Inc., a Texas corporation ("Seller"), at its offices in Dallas, Dallas County Texas or at such other place as the holder of this Note may designate in writing, the sum of:

NINE THOUSAND SIX HUNDRED SIXTY-ONE AND 02/100 DOLLARS

(\$ 9,661.02), together with interest on the unpaid principal balance hereof from the date hereof until the Maturity Date at the rate of 17.40 %

per annum, payable in 3 succeeding monthly installments of:

TWO HUNDRED TWO AND 23/100 DOLLARS

(\$ 202.23) each, beginning on AUGUST 1, 2009, and

continuing on the same day of each succeeding month and one final installment of

ONE HUNDRED NINETY-NINE AND 73/100 DOLLARS

(\$ 199.73), due on JULY 1, 2016, which is all the unpaid amount of principal and interest then due.

If any installment of principal and interest herein provided for is received after the due date, Maker shall pay, in addition to and with the installment due, an additional ten percent (10%) of the installment then due to compensate Seller for the loss of funds and for the expenses of handling the delinquent installment, subject to the provisions of this Note limiting interest to the maximum permitted by applicable law.

Each installment shall be applied first to late charges and then to the payment of interest accrued and due on the unpaid principal balance hereof, with the remainder of each installment to be applied to reduce the amount of the unpaid principal. Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. Any partial prepayment shall be applied against the principal amount then outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Seller shall otherwise agree in writing.

All agreements between the Maker and the holder of this Note are hereby expressly limited so that in no event whatsoever shall the amount paid, or agreed to be paid to the holder for the use, forbearance or detention of the money to be loaned hereunder exceed the maximum amount permissible under applicable federal or state law. If, from any circumstances whatsoever, fulfillment of any provision at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by applicable law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstances the holder should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest. In the construction and interpretation of the Note and the Deed of Trust, the provisions of this paragraph shall be given precedence over any other provision, condition, agreement, or stipulation contained in this Note or the Deed of Trust, which may conflict with same.

If default is made in any of the payments on this Note or in the performance of any agreement or covenant contained in any agreement evidencing or securing payment hereof, then the holder shall have the option to declare the unpaid balance of this Note due and payable without notice or demand and to foreclose all liens securing payment of the same. Failure to exercise this option on one default shall not constitute a waiver thereof, or a waiver of the right to exercise in the event of a subsequent default.

If this Note is placed in the hands of an attorney for collection or if it is collected through any legal or equitable proceedings or through probate or bankruptcy court, the Maker agrees to pay the holder's reasonable attorney's fees, court costs, and other costs of collection in addition to all the other sums due. Reasonable attorney's fees shall be deemed to be 10% of the unpaid debt after default unless either party shall plead or prove otherwise.

Maker, and each surety, endorser, guarantor and other party liable for the payment of such sums of money payable on this Note, severally waive presentment and demand for payment, protest and notice of protest and nonpayment, and agree that their liability on this Note shall not be affected by any renewal or extension in the time of payment or by any release or change in any security for the payment of this Note, regardless of the number of such renewals, extensions, releases or changes.

If any provision of this Note shall, for any reason, be held to be invalid or unenforceable, such determination shall not affect any other provision of this Note and this Note shall be construed as if such invalid or unenforceable provision had never been contained in this document.

This Note represents the unpaid balance of the purchase price of the hereinafter-described real property and is secured by a Vendor's Lien retained in the Deed to the Maker and is additionally secured by a Deed of Trust Lien created in the Deed of Trust, all signed this date, to SMF Registered Services, Inc., a Missouri corporation, Trustee, covering the property (the "Vacation Ownership Interest", whether one or more) in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents as evidenced by my/our signature(s) below. I/We understand that this acknowledgment

(b)(6)

06/04/2009

06/04/2009

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

(b)(6)



SERVICING DISCLOSURE STATEMENT

NOTICE TO FIRST-LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. IF YOUR LOAN IS MADE, SAVE THIS STATEMENT WITH YOUR LOAN DOCUMENTS. SIGN THE ACKNOWLEDGMENT AT THE END OF THIS STATEMENT ONLY IF YOU UNDERSTAND ITS CONTENTS

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Sec. 2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15-day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you upon the occurrence of certain business emergencies.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. Section 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and the information regarding your request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60 day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. A business day is any day in which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimates

The following is the best estimate of what will happen to the servicing of your mortgage loan:

We are able to service this loan and presently intend to do so. However, that may change in the future. For all the first-lien mortgage loans that we make in the 12-month period after your mortgage loan is funded, we estimate that the percentage of such loans for which we will transfer the servicing of those loans is between:

0 to 25% 26 to 50% 51 to 75% 76 to 100%

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

This is our record of transferring the servicing of the loans we have made in the past:

Year	Percentage of Loans Transferred (Rounded to nearest quartile—0%, 25%, 50%, 75%, 100%)
2006	0%
2007	0%
2008	0%

The estimates above do not include transfers to affiliates or subsidiaries. If the servicing of your loan is transferred to an affiliate or subsidiary in the future, you will be notified in accordance with RESPA.

Settlement Statement- Buyer, Cont'd

L. SETTLEMENT CHARGES

700. TOTAL SALES/BROKERS COMMISSION based on price \$ @ % =	PAID FROM BUYER'S FUNDS AT SETTLEMENT
703. Commission paid at Settlement	-0-
800. ITEMS PAYABLE IN CONNECTION WITH LOAN	-0-
808. Loan Application Fee	75.00
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE	-0-
1000. RESERVES DEPOSITED WITH LENDER	-0-
1100. TITLE CHARGES BY LENDER	-0-
1101. Settlement or closing fee	-0-
1104. Title Insurance Binder	-0-
1107. Attorney fees (P.O.C.)	.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES	
1201. Recording Fees: Deed \$ _____, Deed of Trust \$ _____	-0-
1300. ADDITIONAL SETTLEMENT CHARGES	-0-
1303. Membership Fee to RCI	.00
1304. Processing and Closing Fee	250.00
1400. TOTAL SETTLEMENT CHARGES (enter on Line 103)	325.00

SELLER:

SILVERLEAF RESORTS, INC.
P.O. BOX 358
DALLAS, TEXAS 75221-0358

BY:

(b)(6)

(b)(6)

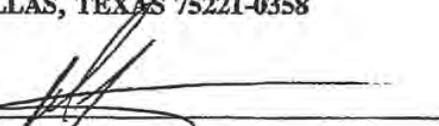
A. SETTLEMENT STATEMENT - BUYER	U.S. Department of Housing and Urban Development	OMB Approval No. 2502-0265
B. TYPE OF LOAN: Timeshare		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.		
D. NAME OF BUYER:	(b)(6)	
ADDRESS OF BUYER:	SPRING, TX (b)(6)	
E. NAME OF SELLER: Silverleaf Resorts, Inc. ADDRESS OF SELLER: 1221 River Bend Drive, Suite 120, Dallas, Texas 75247		
F. NAME OF LENDER: Silverleaf Resorts, Inc. ADDRESS OF LENDER: 1221 River Bend Drive, Suite 120, Dallas, Texas 75247		
G. PROPERTY:	Holiday Hills Resort (b)(6)	
LOCATION:	Taney County, MO (b)(6)	
H. NAME OF SETTLEMENT AGENT: Silverleaf Resorts, Inc. ADDRESS OF SETTLEMENT AGENT: 1221 River Bend Drive, Suite 120, Dallas Texas 75247 PLACE OF SETTLEMENT: Piney Shores Resort 8350 Piney Shores Drive Conroe, TX 77304 Montgomery County, Texas		
I. SETTLEMENT DATE: 06/04/2009		
J. SUMMARY OF BUYER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:		
101. Contract Sales Price		10,600.00
103. Settlement charges to buyer (Line 1400)		325.00
120. GROSS AMOUNT DUE FROM BUYER		10,925.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		
201. Deposit or earnest money		-0-
Equity		678.98
202. Principal amount of new Loan(s)		9,661.02
220. TOTAL PAID BY/FOR BUYER		10,340.00
300. CASH AT SETTLEMENT FROM/TO BUYER		
301. Gross amount due from buyer (Line 120)		10,925.00
302. Less amounts paid by/for buyer (Line 220)		10,340.00
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO) BUYER		585.00

(b)(6)

Settlement Charges, Cont'd

L. SETTLEMENT CHARGES

700 TOTAL SALES/BROKERS COMMISSION based on price \$ @ % =	PAID FROM BORROWER'S FUNDS AT SETTLEMENT
703. Commission paid at Settlement	-0-
800. ITEMS PAYABLE IN CONNECTION WITH LOAN	-0-
808. Loan Application Fee	-0-
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE	-0-
1000. RESERVES DEPOSITED WITH LENDER	-0-
1100. TITLE CHARGES BY LENDER	-0-
1101. Settlement of closing fee to	-0-
1104. Title Insurance Binder to	-0-
1107. Attorney fees to	-0-
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES	-0-
1201. Recording Fees: Deed \$, Deed of Trust \$	-0-
1300. ADDITIONAL SETTLEMENT CHARGES	-0-
1303. Membership Fee to RCI	-0-
1400. TOTAL SETTLEMENT CHARGES	-0-

SELLER:**SILVERLEAF RESORTS, INC.****P.O. BOX 358****DALLAS, TEXAS 75221-0358****BY:** 

A. SETTLEMENT STATEMENT - SELLER/LENDER		and Urban Development U.S. Department of Housing	OMB Approval No 2502-0265
B. TYPE OF LOAN: Timeshare			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME OF BORROWER:	(b)(6)		
ADDRESS OF BORROWER:	SPRING, TX (b)(6)		
E. NAME OF SELLER: Silverleaf Resorts, Inc. ADDRESS OF SELLER: 1221 River Bend Drive, Suite 120, Dallas, Texas 75247			
F. NAME OF LENDER: Silverleaf Resorts, Inc. ADDRESS OF LENDER: 1221 River Bend Drive, Suite 120, Dallas, Texas 75247			
G. PROPERTY:	Holiday Hills Resort (b)(6)		
LOCATION:	Taney County,	MO	(b)(6)
H. NAME OF SETTLEMENT AGENT: Silverleaf Resorts, Inc. ADDRESS OF SETTLEMENT AGENT: 1221 River Bend Drive, Suite 120, Dallas Texas 75247 PLACE OF SETTLEMENT: Piney Shores Resort 8350 Piney Shores Drive Conroe, TX 77304 Montgomery County, Texas			
I. SETTLEMENT DATE: 06/04/2009			
K. SUMMARY OF SELLER'S TRANSACTION			
400. GROSS AMOUNT DUE SELLER:			
401. Contract Sales Price	10,600.00		
402. Settlement charges from buyer	325.00		
420. GROSS AMOUNT DUE TO SELLER	10,925.00		
500. REDUCTION IN AMOUNT DUE SELLER:			
501. Excess Deposit (Equity)	678.98		
502. Settlement charges to seller	-0-		
503. Principal amount of new Loan(s)	9,661.02		
520. TOTAL REDUCTION IN AMOUNT DUE SELLER	10,340.00		
600. CASH AT SETTLEMENT TO/FROM SELLER			
601. Gross amount due to seller (Line 420)	10,925.00		
602. Less reductions in amount due seller (Line 520)	10,340.00		
603. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO) BORROWER	585.00		

(b)(6)

BONUS TIME DISCLOSURE STATEMENT RULES AND REGULATIONS GOVERNING THE BONUS TIME PROGRAM

(b)(6)

Resort/Townhouse/Week

BONUS TIME ACCOMMODATIONS ARE ON A SPACE-AVAILABLE BASIS ONLY AND ARE NOT GUARANTEED. AVAILABILITY AND USE ARE LIMITED.

1. In addition to the week you have purchased, you have been granted the use of Silverleaf Club's Bonus Time Program during your color time or a lower value color period. Weeks 49 and 50 at Oak N' Spruce Resort will also be permitted bonus time usage of white time usable at Oak N' Spruce Resort only. For Silverleaf Club to determine which units will be available for the Bonus Time Program, Owner is required to notify Silverleaf in writing on the reservations form provided by the Silverleaf Club or by phone, whether or not Owner will be occupying Owner's unit during the use period which Owner has purchased. Such notification must be received by the Silverleaf Club at least thirty (30) days before Owner's normally scheduled vacation week arrival date or Owner's normal week will be automatically placed into the Bonus Time Program and will not be available for Owner's use.
 2. The Bonus Time Program shall only be available to the buyer of a Vacation Ownership Interest for a biennial (alternate year) Use Period in the same year in which such buyer has the right to occupy his Unit and not in the off year.
 3. The Bonus Time Program allows you accommodations at certain Silverleaf Resorts Sunday through Thursday at no present additional cost to you and Friday through Saturday at a present cost of \$49.95 per night. Owner's dependent children living at home and under the age of 21 may use the Resort with the Owner. Only the two primary owners as named on the contract will be allowed to make reservations or check into the Resort.
 4. You may request one (1) unit for a date that falls within the same color period of the Vacation Ownership Interest you own or a lesser value color period. Your Vacation Ownership Interest is a RED (color of time period) week. Therefore, you may use the Bonus Time Program during weeks 1-52. Color times vary from Resort to Resort. Your success in obtaining a reservation under the program depends on the number of units available for the time you wish to reserve and the number of vacation ownership members requesting reservations for the same time.
- (b)(6)
- THE NUMBER OF UNITS AVAILABLE FOR RESERVATIONS UNDER THE BONUS TIME PROGRAM IS LIMITED AND FLUCTUATES FROM WEEK TO WEEK AND MONTH TO MONTH. WE CANNOT, THEREFORE, GUARANTEE THAT A UNIT WILL BE AVAILABLE EVERY TIME YOU WISH TO MAKE A RESERVATION. THE NUMBER OF OWNERS WHO ARE ABLE TO RESERVE THEIR FIRST CHOICE OF RESORT AND/OR PERIOD UNDER THE BONUS TIME PROGRAM MAY BE LESS THAN FIFTY PERCENT (50%) DURING SOME TIME PERIODS. THE AVAILABILITY OF RESERVATIONS AT HILL COUNTRY RESORT, ORLANDO BREEZE RESORT, SILVERLEAF'S SEASIDE RESORT AND THE PINNACLE MAY BE EVEN MORE LIMITED. THE AVAILABILITY OF RESERVATIONS IS EXTREMELY LIMITED IN JUNE, JULY AND AUGUST. THE PROGRAM IS NOT AVAILABLE ON MEMORIAL DAY, LABOR DAY, 4TH OF JULY WEEKEND, THANKSGIVING DAY WEEKEND, CHRISTMAS DAY OR NEW YEAR'S DAY. PLEASE REMEMBER THERE ARE ALSO MORE REQUESTS DURING SCHOOL SPRING BREAKS.
5. Rules and Regulations governing the Bonus Time Program can be changed and/or terminated at any time.
 6. To receive Bonus Time accommodations, a request for a reservation should be made and accepted not more than fourteen (14) days prior to arrival date. Obviously, your account must be current to take advantage of any Silverleaf program.
 7. Bonus Time accommodations are provided and reservations are, therefore, accepted on a space-available basis only. There are not certain units at the Resorts set aside for Bonus Time usage only. The accommodations that are made available for the Bonus Time Program include lodge, log cabins, lock-outs, efficiency, Ambassadors, Chairmans and Presidents units, therefore, accommodations will vary according to the Resort requested. Availability is created when a regular Owner is not coming for his or her owned week.
 8. The Bonus Time Program is not in any way affiliated with the RCI exchange program. The Bonus Time Program is developed for and administered solely by the Silverleaf Club.
 9. Bonus Time accommodations may be reserved for one (1) and up to three (3) nights at a time at any participating Silverleaf Resort. Sunday through Thursday accommodations are at no present additional cost to you. Weekends (Friday and Saturday) may be available on a limited basis for a charge, presently \$49.95 per night. There must be a minimum of 7 days between reservation requests from one reservation to another, including reservations that are scheduled at different Resorts. This includes owned week reservations and reservations through Silverleaf In-House Exchange Program. Owners may only request one reservation at one Resort per date requested. Bonus Time cannot be used during the Owner's week, nor can accommodations be re-ued under the Bonus Time Program. To defray the expenses of the Bonus Time Program, the Silverleaf Club retains the right to increase the weekend charge from time to time and the right to charge for weekday usage and to increase any such weekday charge from time to time.
 10. For the Silverleaf Club to determine which units will be available for the Bonus Time Program, units in inventory will be automatically placed in the Bonus Time Program at 30 days. You may opt out of the Bonus Time Program by giving written notice to Silverleaf Club.
 11. Priority will be based on the number of times an Owner's account shows usage of the Bonus Time Program in the last twelve (12) months and the date the request was made. Those Owners with the least amount of usage will receive priority based on these criteria. Reservations cannot be made through the sales office at the Resort, or the customer service department. Reservations must be made through Silverleaf Club's reservation department by mail at 146 Ozark Mountain Resort Drive, Kimberling City, MO 64849 or through silverleafresorts.com, by phone (800) 613-0310 or by fax (417) 779-0215.
 12. Silverleaf Club also retains the right to limit the number of Bonus Time reservations made on an Owner's account during each calendar year if necessary to fairly administer the Bonus Time Program for the benefit of all Owners. For example, Silverleaf Club may limit the number of Bonus Time reservations at a Silverleaf Resort if the requests for Bonus Time reservations at the Resort significantly exceed the number of units available for Bonus Time reservations.
 13. Check-in time on the day of arrival is 5:00 P.M. and check-out time is 10:00 A.M. for Owners in Getaway and Destination Resorts.
 14. There will be a \$50 non-refundable charge if you have a confirmed reservation and do not check-in the evening of your arrival date or do not notify the reservations department 48 hours in advance that you intend to cancel.
 15. Buyer has purchased a Vacation Ownership Interest in a Destination Resort. Buyer is entitled to Bonus Time accommodations at Destination and Getaway Resorts (exclusive of Ambassadors, Chairmans and Presidents units) and Silverleaf's destination hotel property The Pinnacle, during Buyer's use of the Program. Stays at The Pinnacle require an additional \$50 housekeeping fee payable at the time of check in. The Getaway Resorts participating in the Bonus Time Program include: Holly Lake, Piney Shores Resort, The Villages Resort, Timber Creek Resort, Fox River Resort, Lake O' The Woods and Apple Mountain Resort. The Destination Resorts participating in the Bonus Time Program are: Oak N' Spruce Resort, Holiday Hills Resort, Hill Country Resort, Ozark Mountain Resort, Silverleaf's Seaside Resort, and Orlando Breeze Resort.
 16. Day usage of amenities, subject to regular fees and deposits, will be available at all Silverleaf Resorts. Usage is limited to ten (10) people per day per Unit/Week owned. Amenity usage may be limited during peak seasons.
 17. YOUR RIGHT TO PARTICIPATE IN THE BONUS TIME PROGRAM MAY NOT BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED, EXCEPT IN CONJUNCTION WITH A CONVEYANCE OF YOUR VACATION OWNERSHIP INTEREST TO YOUR SPOUSE OR ONE OR MORE OF YOUR OR YOUR SPOUSE'S LINEAL DESCENDANTS, WHETHER OUTRIGHT OR IN TRUST. UPON ANY OTHER CONVEYANCE OF YOUR VACATION OWNERSHIP INTEREST, YOUR BONUS TIME PRIVILEGES ASSOCIATED WITH THE VACATION OWNERSHIP INTEREST SHALL TERMINATE FOR ALL PURPOSES.

(b)(6)

BY SIGNING THE BONUS TIME DISCLOSURE STATEMENT, I ACKNOWLEDGE THAT ITEMS 1-16 ON THIS DOCUMENT HAVE BEEN READ TO ME AND THAT I UNDERSTAND THE TERMS OF THE BONUS TIME PROGRAM

SIGNED EFFECTIVE THE 4th DAY OF JUNE, 2009

(b)(6)

OWNER

OWNER

OWNER

OWNER

THE STATE OF Texas

COUNTY OF Montgomery

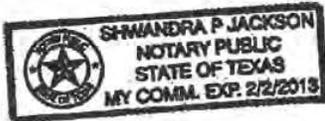
VERIFICATION OFFICER

BEFORE ME, the undersigned authority, on this day personally appeared (b)(6)

known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of JUNE, 2009

Notary Public in and for The State of Texas



(b)(6)

EXHIBIT "A"
TO
CONTRACT FOR PURCHASE OF UNIT

AS A TIMESHARE OWNER YOU HAVE A RIGHT TO REQUEST A WRITTEN ANNUAL TIMESHARE FEE AND EXPENSE STATEMENT. THIS STATEMENT IS PREPARED ANNUALLY BY THE MANAGING ENTITY AND WILL BE AVAILABLE NOT LATER THAN FIVE MONTHS AFTER DECEMBER 31. YOU MAY REQUEST THE STATEMENT BY WRITING TO SILVERLEAF CLUB, AT P.O. BOX 358, DALLAS, TEXAS 75221-0358.

PURCHASER'S RIGHT TO CANCEL

(1) BY SIGNING THIS CONTRACT, YOU ARE INCURRING AN OBLIGATION TO PURCHASE A TIMESHARE INTEREST. YOU MAY, HOWEVER, CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BEFORE THE SIXTH DAY AFTER THE DATE YOU SIGN AND RECEIVE A COPY OF THE PURCHASE CONTRACT, OR RECEIVE THE REQUIRED TIMESHARE DISCLOSURE STATEMENT, WHICHEVER IS LATER.

(2) IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MAY DO SO BY EITHER HAND-DELIVERING NOTICE OF CANCELLATION TO THE DEVELOPER OR BY MAILING NOTICE BY PREPAID UNITED STATES MAIL TO THE DEVELOPER OR THE DEVELOPER'S AGENT FOR SERVICE OF PROCESS, OR BY PROVIDING NOTICE BY OVERNIGHT COMMON CARRIER DELIVERY SERVICE TO THE DEVELOPER OR THE DEVELOPER'S AGENT FOR SERVICE OF PROCESS. YOUR NOTICE OF CANCELLATION IS EFFECTIVE ON THE DATE SENT OR DELIVERED TO SILVERLEAF RESORTS, INC., AT 1221 RIVER BEND DRIVE, SUITE 120, DALLAS, TEXAS 75247. FOR YOUR PROTECTION, SHOULD YOU DECIDE TO CANCEL, YOU SHOULD EITHER SEND YOUR NOTICE OF CANCELLATION BY CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR OBTAIN A SIGNED AND DATED RECEIPT IF DELIVERING IT IN PERSON OR BY OVERNIGHT COMMON CARRIER.

(3) A PURCHASER SHOULD NOT RELY ON STATEMENTS OTHER THAN THOSE INCLUDED IN THIS CONTRACT AND THE DISCLOSURE STATEMENT.

Signed Effective the 4th day of JUNE, 2009

Purchasers(s):

(b)(6)

(b)(6)

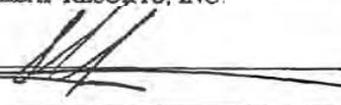


Arbitration Addendum

(pg. 3)

BY SIGNING BELOW, BUYERS ACKNOWLEDGE THEY HAVE READ AND UNDERSTOOD THIS ARBITRATION ADDENDUM AND AGREE TO BE BOUND BY ITS TERMS

SIGNED EFFECTIVE THE 4th DAY OF JUNE, 20 09
SILVERLEAF RESORTS, INC.

By: 

(b)(6)

(b)(6)

Holiday Hills Deed of Trust, cont'd

THE ADDITIONAL TERMS OF THIS DOCUMENT CONTAIN IMPORIANI PROVISIONS WHICH ARE A PART OF THIS AGREEMENT. BY SIGNING BELOW, GRANTOR ACKNOWLEDGES THAT HE HAS READ, RECEIVED AND FULLY UNDERSTANDS SUCH PROVISIONS CONTAINED IN THIS DOCUMENT AND AGRHES TO BE BOUND BY THE TERMS THEREOF.

Signed Effective the 4th day of JUNE, 2009
Address: (b)(6) SPRING TX (b)(6)
City State Zip Code

(b)(6)

Grantor:
Grantor:
Grantor:

The State of Texas
County (and/or City) of Montgomery } S.S.

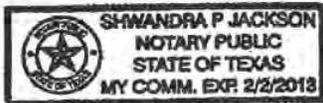
On this 4th day of JUNE in the year 2009 before me, Shwandra P. Jackson Notary Public in and for said state, personally appeared (b)(6)

known to me to be the person who executed the within Deed of Trust, and acknowledged to me that (b)(6)

executed the same for the purposes therein stated

{Notary Stamp or Seal}

[Signature]
Notary Public in and for The State of Texas



(b)(6)

Holiday Hills Warranty Deed, cont'd

This conveyance is made subject to any and all easements, restrictions, covenants conditions, and reservations of record in Taney County, Missouri, applicable to the Vacation Ownership Interest.

TO HAVE AND TO HOLD the Vacation Ownership Interest, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantees, their heirs and assigns forever, Grantor hereby promising that it is lawfully seized of an indefeasible estate in fee in the property herein conveyed that it has good right to convey the same, that the said property is free and clear from an encumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title of the said property unto Grantees and unto their successors heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as above stated

SIGNED EFFECTIVE THE 4th day of JUNE 2009

SILVERLEAF RESORTS, INC.
[Signature]
BY: MYRIAN CASTILLO ATTORNEY IN FACT

**AFTER RECORDING RETURN TO:
SILVERLEAF RESORTS, INC.
P.O. BOX 358
DALLAS, TEXAS 75221-0358**

THE STATE OF TEXAS }
COUNTY OF DALLAS } SS

On this 19th day of June, A D 2009, before me personally appeared MYRIAN CASTILLO, ATTORNEY IN FACT

for SILVERLEAF RESORTS, INC., a Texas corporation, to me known to be the person who executed the foregoing instrument under that certain Power of Attorney dated SEPTEMBER 27, 2004 as recorded in Book 450 at page 3936, which Power of Attorney as in full force and effect, never having been revoked or amended, and acknowledged said instrument to be the free act and deed on behalf of said SILVERLEAF RESORTS, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written



[Signature]
Notary Public in and for the State of Texas
My Commission expires: 4-11-2011

{Notary Stamp or Seal}



(b)(6)



BOOK PAGE
2009L28660
06/25/2009 11:27:05AM
REC FEE:30.00
NON-STD FEE:
PAGES: 3
REAL ESTATE DOCUMENT
TANEY COUNTY, MISSOURI
RECORDERS CERTIFICATION



Robert A. Dixon
ROBERT A. DIXON

 **Holiday Hills
Warranty Deed (Missouri)**
2380 E HWY 76 * BRANSON, MISSOURI 65616

STATE OF MISSOURI
COUNTY OF IANNEY

} S.S.

Date: JUNE 4 2009

Silverleaf Resorts, Inc., a Texas corporation ("Grantor"), with an office in the County of Dallas, State of Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to Grantor by

(b)(6)

("Grantees", whether one or more) whose mailing address is (b)(6) **single persons**

Street (b)(6)
City SPRING IX State (b)(6) Zip Code (b)(6) the receipt of which is acknowledged, and for the

further consideration of the signing and delivery by Grantees of one certain Promissory Note of the same date in the principal sum of NINE THOUSAND SIX HUNDRED SIXTY-ONE AND 02/100

Dollars (\$ 9,661.02) payable to the order of Silverleaf Resorts, Inc., at Dallas, Texas, as therein provided and bearing interest as therein specified, and providing for acceleration of maturity in the event of default and for attorney's fees the payment of which Note is secured by a Deed of Trust of the same date to SMF Registered Services, Inc., a Missouri corporation, Trustee, has, for the terms and subject to the conditions stated in this Deed, GRANTED, BARGAINED, SOLD, and CONVEYED, and by this Deed does GRANT, BARGAIN, SELL and CONVEY to the Grantees the property (the "Vacation Ownership Interest" whether one or more) in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

Excepting from the Vacation Ownership Interest so granted, however, and reserving to Grantor, its successors and assigns, the exclusive right to occupy and enjoy the Unit during all other Use Periods appurtenant to the Unit described in the Declaration;

Grantor intends hereby to convey to Grantees a Vacation Ownership Interest as defined in the Declaration. Grantor shall have the right to divide the remaining undivided interest and reserved use and occupancy rights into one or more such Vacation Ownership Interests, and the rights and interest reserved to Grantor and the promises made by Grantees hereunder shall inure to the benefit of Grantor and the owners of all such Vacation Ownership Interests conveyed by Grantor;

All of the terms, restrictions, promises, conditions and provisions contained in the Declaration are incorporated herein by reference with the same effect as though fully set forth herein. All of the terms, restrictions, promises, conditions, and provisions of the Declaration herein provided to bind the Vacation Ownership Interest granted and to benefit the remaining interests in the vacation resort shall bind the successive owners of the Vacation Ownership Interest granted and inure to the benefit of the successive owners of the remaining interests and of each portion thereof; and all such terms, restrictions, promises, conditions and provisions provided therein to bind the said remaining interests or any portion or portions thereof and to benefit the Vacation Ownership Interest granted shall inure to the benefit of the successive owners of the Vacation Ownership Interest granted and bind the successive owners of the remaining interests and of each portion thereof;

(b)(6)

NAME OF GRANTORS ON PG. 2



Holiday Hills Deed of Trust

2380 E HWY 76 * BRANSON, MISSOURI 65616

THE STATE OF MISSOURI }
COUNTY OF TANNEY }

SS

(b)(6)

THIS DEED, made the 4th day of JUNE, 2009, between the undersigned, ("Grantors", whether one or more), and SMF Registered Services, Inc., a Missouri corporation ("Trustee") and Silverleaf Resorts, Inc., a Texas corporation, as Beneficiary

Grantors, for the purpose of securing the indebtedness described below and in consideration of the sum of the debt and trust hereinafter mentioned and for other good and valuable consideration, the receipt of which is acknowledged, and for the further consideration of the uses, purposes and trusts set forth, have GRANTED, BARGAINED, SOLD, CONVEYED, and CONFIRMED, and by this Deed, GRANT, BARGAIN, SELL, CONVEY and CONFIRM to SMF Registered Services, Inc., a Missouri corporation, Trustee, and substitutes or successors, for the benefit of Silverleaf Resorts, Inc., the following described property (the "Vacation Ownership Interest" whether one or more), in Taney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Vacation Ownership Interest to the said Trustee, and to his successors and assigns forever; the undersigned hereby promising and agreeing to FOREVER WARRANT and DEFEND the premises, every part, unto the Trustee or any substitute trustee, and to the assigns of any Trustee against all persons whomever lawfully claiming or to claim the same or any part thereof, for and upon the following trust, terms and conditions:

IN TRUST, HOWEVER, for the following purposes:

WHEREAS, Grantors are justly indebted to Silverleaf Resorts, Inc., a Texas corporation, P.O. Box 358, Dallas, Texas, 75221-0358, (hereinafter referred to as the "Beneficiary" or "Grantee"), as evidenced by that one certain Promissory Note of the same date signed by Grantors and payable to the order of Beneficiary in the principal sum of NINE THOUSAND SIX HUNDRED SIXTY-ONE AND 02/100

DOLLARS (\$ 9,661.02), being payable and bearing interest before and after maturity thereof as therein specified, and containing certain accelerating maturity and attorney's fee collection clauses, as specified therein.

This conveyance is made for the security and enforcement of the payment of the indebtedness and any other indebtedness of the undersigned, now or hereafter arising, to the Beneficiary.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of the Vacation Ownership Interest direct the said Trustee to abandon the sale, and may then institute the suit for the collection of said Note and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, then it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the Vacation Ownership Interest in accordance with the provisions of this Deed of Trust.

It is agreed that the lien hereby created shall take precedence over and be a prior lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the Vacation Ownership Interest, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on the Vacation Ownership Interest, then Beneficiary is and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

If all or any part of the above-described Vacation Ownership Interest or any interest therein is sold or transferred by said Grantors without prior written consent of said Beneficiary, said Beneficiary may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable in full.

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ADDITIONAL TERMS AND AGREEMENTS, Cont'd

11. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also entitles Buyer to participate in the Bonus Time Program. The rules and regulations governing the Bonus Time Program are set forth in the "Bonus Time Disclosure Statement" which has been provided to you. Participation in the Bonus Time Program is subject to change and/or termination. Your right to participate in the Bonus Time Program may not be sold, assigned or otherwise transferred, except in conjunction with a conveyance of your Vacation Ownership Interest to your spouse or one or more of your or your spouse's lineal descendants, whether outright or in trust. Upon any other conveyance of your Vacation Ownership Interest, your Bonus Time privileges associated with the Vacation Ownership Interest shall terminate for all purposes.

12. Notwithstanding anything herein to the contrary, in the event construction of the Unit has not been completed within two years from the date hereof, this Contract shall be in default, and Buyer shall be entitled to exercise any or all legal remedies available to Buyer.

13. By executing this Contract Buyer acknowledges and agrees that Buyer did: _____ /did not (b)(6) visit the location of the Unit a Vacation Ownership Interest in which is being sold to Buyer pursuant to this Contract.

14. Seller hereby agrees that if Buyer cancels this Contract in accordance with Buyer's rights set forth in Exhibit "A", then all payments made by the Buyer to the Seller in connection with this Contract shall be refunded to the Buyer on or before the 30th day after the date Seller receives a timely notice of cancellation or on or before the fifth day after the date Seller receives good funds from Buyer, whichever is later. If a timely notice of cancellation is not received and subject to any limitations under the Texas Timeshare Act, all escrowed funds will be paid to Seller.

15. Seller hereby represents and warrants that the common areas and amenities available to members of the Club either have not been mortgaged or, if mortgaged, the mortgage contains a nondisturbance clause protecting the right of members to continue to use the common areas and amenities in the event of and notwithstanding a foreclosure.

16. If the Vacation Ownership Interest that has been purchased hereunder is for a biennial (alternate year) Use Period, as indicated by either an "E" (for even year use) or an "O" (for odd year use) following the Use Period number set forth hereinabove, then Buyer shall only have the right to occupy the Unit in which Buyer has purchased a Vacation Ownership Interest hereunder during even or odd years as the case may be and, except for non-occupancy of the Unit during the off year, all rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a biennial (alternate year) Use Period shall in all respects be the same as the rights of use, access and enjoyment attendant to the purchase of a Vacation Ownership Interest for a full Use Period; provided, however, that the monthly membership assessments payable to the Club by a buyer of a biennial (alternate year) Use Period shall be only one-half (1/2) of the amount that is payable by a buyer of a full Use Period and, provided further, that the Bonus Time Program and Silverleaf Exchange Program shall only be available to the buyer of a Vacation Ownership Interest for a biennial (alternate year) in the same year in which such buyer has the right to occupy the buyer's Unit and not in the off year.

17. Buyer and Seller hereby agree that the Arbitration Addendum being executed in conjunction with this Contract is an integral part of this Contract and is hereby incorporated herein by reference.

18. The purchase of a Vacation Ownership Interest from Seller pursuant to this Contract also includes membership in the Silverleaf Exchange program which is provided and administered by the Silverleaf Club. The rules and regulations governing the Silverleaf Exchange program are set forth in the "Silverleaf Exchange Disclosure Statement" which has been provided to you. The Silverleaf Exchange program is subject to change and/or termination.

Holiday Hills Contract for Sale, Cont'd

THE ADDITIONAL TERMS OF THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM CONTAIN IMPORTANT PROVISIONS WHICH ARE A PART OF THIS CONTRACT. BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS READ, RECEIVED AND FULLY UNDERSTANDS THE PROVISIONS CONTAINED IN THIS CONTRACT, EXHIBIT "A" AND THE ARBITRATION ADDENDUM AND AGREES TO BE BOUND BY THE TERMS THEREOF.
THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

(b)(6)

Signed Effective the 4th day of JUNE, 2009

Seller: SILVERLEAF RESORTS, INC.
1221 RIVER BEND DRIVE, SUITE 120
P O. BOX 358
DALLAS, TEXAS 75221-0358
(214) 631-1166

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

By: 

Address: (b)(6)
Street
SPRING IX (b)(6)
City State Zip Code

AMY L. PLANKIS 83688 was the person primarily involved in the sales presentation on behalf of Silverleaf Resorts, Inc

(b)(6)

(b)(6)

ADDITIONAL TERMS AND AGREEMENTS

1. Within a reasonable period of time following recordation, Seller will deliver to Buyer a deed which will convey title on Buyer's Vacation Ownership Interest in the Unit described in the Property Description Addendum, subject to all easements and other exceptions of record but free and clear of any liens and encumbrances except for the liens in favor of Seller which secure payment of the Amount Financed, if any. Any ad valorem taxes assessed against the Vacation Ownership Interest shall be paid by Holiday Hills Resort Club (the "Club").

2. Buyer promises and agrees that Buyer will make the monthly installments due hereunder or due under any installment purchase money note on or before that date such payment is due. Time is of the essence. If Buyer should default in making such monthly installment payments when due, then Seller shall have one or more of the following options:

a. If the Note is placed in the hands of an attorney for collection, Buyer agrees to pay reasonable attorney's fees. Reasonable attorney's fees shall be deemed to be ten percent (10%) of the unpaid debt after default unless either party pleads or proves otherwise.

b. If a deed has been delivered to foreclose the Deed of Trust securing the Note in accordance with the terms of the Deed of Trust and seek a judgment for any deficiency due on the Note.

c. Pursue any other remedy available to it under applicable state and federal laws, either at law or in equity, to enforce the terms of this Contract or said Note or any other document or agreement by which Buyer is bound.

d. During any period in which Buyer is in default in the payment of the Note, and until such default is cured, Seller shall have the right to prohibit Buyer from using Buyer's Vacation Ownership Interest or any other Silverleaf program.

3. Buyer acknowledges that the purchase of the Vacation Ownership Interest is made without reliance on any representations or agreements except as expressly set forth herein, and Buyer is not relying upon any representations concerning rentals, rent return, tax advantages, depreciation or investment potential or other monetary or financial advantage. Buyer is purchasing the Vacation Ownership Interest for Buyer's own use and not as an investment.

4. The Use Period number(s) listed in the Property Description Addendum is fully defined in the Declaration. The first day of each numbered week shall begin at 5:00 P.M. on that day. The last day of each numbered week shall end at 10:00 A.M. on that day.

5. All payments due under the Note shall be payable on the due date thereof, without notice, at the office of Seller in Dallas, Dallas County, Texas, or at such other place as Seller may by notice designate in the future.

6. All notices (other than a notice of cancellation from Buyer to Seller as set forth in Exhibit "A") which either party desires or is required to give to the other shall only be given in writing, delivered by mail and addressed (with sufficient postage) as follows:

a. To Buyer in care of the address as stated on this Contract or to the last known address provided by Buyer to Seller in writing and delivered in accordance with this paragraph.

b. To Seller at the address listed on the reverse side of this Contract. Said notice shall be deemed given when mailed to Seller by certified or registered mail, return receipt requested (with sufficient postage).

7. The Silverleaf Club, an organization which manages the resort on behalf of the Club, has appointed Silverleaf Resorts, Inc., as exclusive managing agent for the Silverleaf Club ("Agent"). Buyer specifically authorizes Agent to act on Buyer's behalf with regard to any and all rights or action necessary to protect Buyer's interest in the Unit and to assure enforcement of any and all provisions of this Contract, the Declaration and the By-laws of the Club (the "By-Laws"). Agent is specifically authorized to collect and enforce collection of all membership dues and assessments as set forth in this Contract, the Declaration and the By-laws. Agent is specifically authorized to promulgate rules and regulations and Buyer agrees that breach of same shall constitute a default under this Contract.

8. Buyer or Buyer's successor will be required to pay a monthly membership assessment to the Club. The membership assessment is based on the common expenses and costs of the Silverleaf resorts, other than Orlando Breeze Resort, including, but not limited to, ad valorem property taxes, insurance, utilities, maintenance, management, and administrative expenses, reserves for deferred maintenance and the like. Upon purchasing a Vacation Ownership Interest, Buyer automatically becomes a member of the Club. The failure of Buyer to pay the membership assessments shall constitute a default hereunder, and in addition, failure to pay such assessments entitles the Club to a lien against Buyer's Vacation Ownership Interest. The monthly membership assessment may be increased by the Club from time to time, and the Club is also authorized to make special assessments from time to time.

9. This Contract and the agreements and promises herein set forth shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives, and the provisions of this Contract shall survive the closing of this transaction.

10. All articles of furniture, furnishings, personal property, fixtures and equipment included in the Unit are owned by the Silverleaf Club, and are not included in the purchase price set forth in this contract. No article may be removed from the Unit by a buyer of a Vacation Ownership Interest, and any article of furnishings, furniture, personal property or fixtures damaged or destroyed by Buyer, Buyer's guests, licensees, invitees or assigns, shall be immediately replaced or repaired by Buyer at Buyer's expense. If Buyer fails to replace or repair such items, Silverleaf Club shall have the option of replacing or repairing such items, all at the Buyer's expense. Buyer shall also pay a reasonable amount for the expense of the Silverleaf Club in replacing or repairing such items.



Holiday Hills Contract for Sale (Missouri)

2380 E HWY 76 * BRANSON, MISSOURI 65616

This Contract is made and entered into by Silverleaf Resorts, Inc., a Texas corporation ("Seller" or "Developer"), and the undersigned ("Buyer" or "Purchaser")
In consideration of the mutual promises contained in this document and the Promissory Note, if any, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Vacation Ownership Interest(s) (herein so called) legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes, for the price, terms and conditions which follow:

SALE PRICE \$ 10,600.00

If a credit sale, Buyer shall sign and deliver a Promissory Note ("Note"), evidencing the obligation of the Buyer to pay the Amount Financed plus interest at the rate specified below

The following disclosures shall apply:

TRUTH-IN-LENDING DISCLOSURE STATEMENT

Creditor: SILVERLEAF RESORTS, INC.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you (or on your behalf):	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit, including your down payment of
17.39 %	\$ 7,323.80	\$ 9,661.02	\$ 16,984.82	\$ 1,263.98
				\$ 18,248.80

Your payment schedule will be:
83 successive monthly payments of \$ 202.23 each, beginning AUGUST 1, 2009

then a final payment of \$ 199.73 due JULY 1 2016

Security: You are giving Seller a security interest in the Vacation Ownership Interest being purchased

Late Payment: If a payment is received after the due date, you will be charged 10% of your monthly payment

Prepayment: If you pay off early, no penalty will be charged

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Buyer agrees to pay:

Loan Application Fee: \$ 75.00

Processing and Closing Fee : \$ 250.00

Attorneys Fee: \$ _____

The foregoing fees shall be paid with the down payment or, alternatively, \$ 75.00 shall be paid with the down payment and the balance shall be included in the Amount Financed thereby increasing the initial principal amount of the Note by \$ 250.00

Membership Assessment: The membership assessment is payable monthly and is in addition to any monthly installment on any Amount Financed. Buyer agrees to pay the monthly membership assessment, presently \$ 32.48 per month, to Holiday Hills Resort Club (the "Club"), as stated in Paragraph 8 in the Additional Terms of this Contract. The Silverleaf Club, the managing entity, will use the assessments to pay for expenditures, charges, reserves, or liabilities relating to the operation of the Silverleaf timeshare properties managed by the Silverleaf Club.

(b)(6)

SILVERLEAF RESORTS, INC.**NOTICE OF YOUR
FINANCIAL PRIVACY RIGHTS**

At Silverleaf Resorts, protecting your privacy is very important to us. We want you to understand what information we collect and how we use it. We will collect personally identifiable financial information ("nonpublic personal information") about you, our customer, as a result of your purchase and use of a Vacation Interval or other resort services from us. "Nonpublic personal information" does not include any information which may be obtained from a public source, such as a telephone directory or real estate records. This information may be disclosed to our affiliates and nonaffiliates. "Affiliates" are those companies we own or control, or that own or control us, or that are owned by another company who owns or controls us. We reserve the right to modify our privacy policies upon written notification to you.

WHAT INFORMATION DO WE COLLECT?

The type of nonpublic personal information we collect is:

- ** Information we receive from you on applications or other forms, such as your name, address, income, bank accounts, personal loans, and credit cards issued to you;
- ** Information about your transactions with us, our affiliates, or others, such as your account balance and payment history; and
- ** Information we receive from a consumer reporting agency or other financial institutions, such as your credit history.

WHEN WILL WE DISCLOSE YOUR INFORMATION?

We may disclose nonpublic personal information about you to:

- ** affiliated companies and other third parties that perform marketing services or other processing and servicing transactions on our behalf,
- ** to our employees who have a need to access the information to provide services to you, and
- ** to nonaffiliated companies as permitted by law

We do not disclose nonpublic personal information about former customers, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic information.

EXECUTED EFFECTIVE THIS 04 day of June, 2009

GRANTOR(S)
(b)(6)

STATE OF Texas

COUNTY OF Montgomery

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

(b)(6)

known to me to be the person(s) whose names(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of June, 2009

My Commission Expires:

02/02/2013

Notary Signature

Notary Public in and for the State of Texas

(b)(6)

BOI DEED
TIMBER CREEK RESORT

AFTER RECORDING, RETURN TO SILVERLEAF RESORTS, P.O. BOX 358, DALLAS, TEXAS 75221-0358



STATE OF MISSOURI
 COUNTY OF JEFFERSON

Date: 06 04 09

That (b)(6)

(herein called Grantor(s)), for and in consideration of the sum of \$10.00 and other good and valuable consideration, paid to Grantor(s) by SILVERLEAF RESORTS, INC., a Texas corporation, whose mailing address is P.O. Box 358, Dallas, Texas, 75221 (herein called Grantee), and for the further consideration of the release and extinguishment of any debt owed by grantor to grantee related to the property, the receipt of which is hereby acknowledged, has, for the terms and subject to the Conditions stated in this Deed, GRANTED, BARGAINED, SOLD, CONVEYED, and CONFIRMED, and by this Deed does GRANT, BARGAIN, SELL, CONVEY and CONFIRM, to the Grantees, the property, (the Vacation Ownership Interest f/k/a the Condoshare Interest, herein referred to as "Interest") in Jefferson County, Missouri, as described as follows:

An undivided 0.9615% interest as tenant-in-common in and to Unit No. (b)(6) the "Unit", Timber Creek Resort, Phase 1, a vacation resort in Jefferson County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6) Page(s) (b)(6) and Supplemental Declaration recorded in Book N/A, Page(s) N/A Real Property Jefferson County, Missouri, (the "Declaration") together with the exclusive right to occupy said Unit number(s) (b)(6), as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration.

Grantor(s) intend(s) hereby to convey to Grantee a Vacation Ownership Interest as defined in the Declaration.

All of the terms, restrictions, covenants, conditions and provisions contained in the Declaration are incorporated herein by reference with the same effect as though fully set forth herein. All of the terms, restrictions, covenants, conditions and provisions of the Declaration therein provided to bind the Interest granted hereunder and to benefit the remaining Interests in the said vacation resort shall (i) bind the successive owners of the said remaining Interests in the said vacation resort (ii) shall bind the successive owners of the Interest granted hereunder; and (iii) inure to the benefit of the successive owners of the said remaining Interests and of each portion thereof; and all such terms, restrictions, covenants, conditions and provisions provided therein to bind the said remaining Interests or any portion or portions thereof and to benefit the Interest granted hereunder shall inure to the benefit of the successive owners of the Interest granted hereunder and bind the successive owners of the remaining Interests and of each portion thereof;

This conveyance is made subject to any and all encumbrances, easements, restrictions, covenants, conditions and reservations of record in Jefferson County, Missouri, and applicable to the herein conveyed property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever

(b)(6)



SALES PRICE ADDENDUM

THE SALES PRICE FOR THE VACATION OWNERSHIP INTEREST, THE LOAN APPLICATION FEE, THE PROCESSING AND CLOSING FEE, ATTORNEYS FEE AND THE MEMBERSHIP FEE TO RCI, IF APPLICABLE, SHALL BE PAID IN THE FOLLOWING MANNER:

- (a) \$ 585.00 CASH DOWN PAYMENT AND A PROMISSORY NOTE IN THE AMOUNT OF \$ 9,661.02 AS STATED IN THE TRUTH-IN-LENDING DISCLOSURE STATEMENT ON THE FACE OF THIS CONTRACT.
- (b) SIMULTANEOUSLY, UPON EXECUTION OF THIS CONTRACT, BUYER SHALL CONVEY TO SELLER BY WARRANTY DEED, HIS VACATION OWNERSHIP INTEREST IN AND TO UNIT NO. (b)(6), Timber Creek Resort TOGETHER WITH THE EXCLUSIVE RIGHT TO OCCUPY THE UNIT DURING USE PERIOD NO. (b)(6), SUCH CONVEYANCE ENTITLING BUYER TO A CREDIT OF \$ 678.98 AGAINST PAYMENT OF THE PURCHASE PRICE OF \$ 10,600.00 FOR UNIT(S) (b)(6) WEEK(S) (b)(6) AT (b)(6)
- (c) FAILURE BY OWNER TO COMPLETE THIS TRANSACTION DOES NOT RELIEVE OWNER(S) OF HIS/HER FINANCIAL OBLIGATION FOR UNIT NO. (b)(6), WEEK NO. (b)(6) AT Timber Creek Resort

Signed Effective: JUNE 4th 2009

Buyer: (b)(6)

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: (b)(6)

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

Buyer: _____

(b)(6)

SILVERLEAF EXCHANGE ACKNOWLEDGMENT

(b)(6)

Resort/Townhouse/Week

1. Congratulations, you have been granted the use of the Silverleaf Exchange program
2. A Biennial Interval owner may deposit their owned week in the Silverleaf Exchange program from 2 years to 30 days before the owned week. Exchanges within the Silverleaf Exchange can only be requested within the same or lower resort classifications, unit types and color times based on the owned week, and may be requested up to 2 years after the owned week.
3. Exchange fees may be changed at any time. All fees will be evaluated annually.
4. Rules and Regulations governing the Silverleaf Exchange program can be changed and/or terminated at any time.
5. Your Contract and Maintenance Fees and Assessments must be current to confirm reservations.
6. The Silverleaf Exchange program is not in any way affiliated with the RCI exchange program.
7. Specific reservations in the Silverleaf Exchange program are based on availability.
8. Reservations must be for a 7 night stay.
9. Check-in time on the day of arrival is 5:00 P.M. and check-out time is 10:00 A.M. for owners in Getaway and Destination Resorts, exclusive of owners in Ambassadors, Chairmans and Presidents Units who have a check-in time of 4:00 P.M. and check-out time of 12:00 NOON.
10. Exchanges must be requested in the same or lower color times and in the same or lower unit types. Ambassadors, Chairmans, Presidents and Destination owners may request exchanges at Destination Resorts and Getaway Resorts and the Pinnacle Lodge. Getaway owners, exclusive of owners in Ambassadors, Chairmans and Presidents, may request exchanges only at Getaway Resorts and the Pinnacle Lodge. The Getaway Resorts participating are Holly Lake, Piney Shores Resort, The Villages Resort, Timber Creek Resort, Fox River Resort, Lake O'The Woods and Apple Mountain Resort. The Destination Resorts participating are Oak N'Spruce Resort, Holiday Hills Resort, Hill Country Resort, Ozark Mountain Resort, Silverleaf's Seaside Resort, and Orlando Breeze Resort.
11. The availability of reservations at Hill Country Resort, Orlando Breeze Resort, and Silverleaf's Seaside Resort are limited. The availability of reservations is extremely limited in June, July and August. Please remember there are also more requests during school spring breaks. Availability is limited at the Pinnacle Lodge.

BY SIGNING THE SILVERLEAF EXCHANGE ACKNOWLEDGMENT, I ACKNOWLEDGE THAT THESE ITEMS HAVE BEEN READ TO ME, THAT I UNDERSTAND THE STATEMENTS AND TERMS OF THE SILVERLEAF EXCHANGE PROGRAM AND THAT I HAVE RECEIVED A COPY OF THE SILVERLEAF EXCHANGE DISCLOSURE STATEMENT.

SIGNED EFFECTIVE THE 4th DAY OF JUNE, 2009

(b)(6)

(b)(6)



SILVERLEAF RESORTS, INC. GOOD FAITH ESTIMATE OF SETTLEMENT COSTS

The information provided below reflects estimates of the charges which you are likely to incur at the settlement of your loan. The fees listed are estimates-the actual charges may be more or less. Your transaction may not involve a fee for every item listed.

The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will be receiving at settlement. The HUD-1 Settlement Statement will show you the actual costs for items paid at settlement.

ITEM	HUD-1	AMOUNT
Loan Application Fee	808	\$ 75.00
Attorneys Fee	1107	\$.00
Recording Fees	1201	\$
Membership Fee to RCI	1303	\$.00
Processing and Closing Fee	1304	\$ 250.00

(b)(6)

06/04/2009

06/04/2009

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

06/04/2009

CO-APPLICANT'S SIGNATURE -

SILVERLEAF RESORTS, INC

By:

These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD *Special Information Booklet*, which is to be provided to you by Silverleaf Resorts, Inc., since your application is to purchase residential real property and Silverleaf Resorts, Inc. will take a first lien on the property

(b)(6)

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Holiday Hills Warranty Deed (Missouri)

2380 E HWY 76 * BRANSON, MISSOURI 65616

STATE OF MISSOURI
COUNTY OF IANNEY

} S.S.

Date: JUNE 4, 2009

Silverleaf Resorts, Inc., a Texas corporation ("Grantor"), with an office in the County of Dallas, State of Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid to Grantor by

(b)(6)

("Grantees", whether one or more) whose mailing address is (b)(6)

SPRING IX the receipt of which is acknowledged, and for the
City State Zip Code (b)(6)

further consideration of the signing and delivery by Grantees of one certain Promissory Note of the same date in the principal sum of NINE THOUSAND SIX HUNDRED SIXTY-ONE AND 02/100

Dollars (\$ 9,661.02) payable to the order of Silverleaf Resorts, Inc., at Dallas, Texas, as therein provided and bearing interest as therein specified and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which Note is secured by a Deed of Trust of the same date to SMF Registered Services, Inc., a Missouri corporation, Trustee, has, for the terms and subject to the conditions stated in this Deed, GRANTED, BARGAINED, SOLD, and CONVEYED, and by this Deed does GRANT, BARGAIN, SELL and CONVEY to the Grantees the property (the "Vacation Ownership Interest" whether one or more) in Ianney County, Missouri, legally described in the Property Description Addendum attached hereto and made a part hereof for all purposes

Excepting from the Vacation Ownership Interest so granted, however, and reserving to Grantor, its successors and assigns, the exclusive right to occupy and enjoy the Unit during all other Use Periods appurtenant to the Unit described in the Declaration;

Grantor intends hereby to convey to Grantees a Vacation Ownership Interest as defined in the Declaration. Grantor shall have the right to divide the remaining undivided interest and reserved use and occupancy rights into one or more such Vacation Ownership Interests, and the rights and interest reserved to Grantor and the promises made by Grantees hereunder shall inure to the benefit of Grantor and the owners of all such Vacation Ownership Interests conveyed by Grantor;

All of the terms, restrictions, promises, conditions and provisions contained in the Declaration are incorporated herein by reference with the same effect as though fully set forth herein. All of the terms, restrictions, promises, conditions, and provisions of the Declaration herein provided to bind the Vacation Ownership Interest granted and to benefit the remaining interests in the vacation resort shall bind the successive owners of the Vacation Ownership Interest granted and inure to the benefit of the successive owners of the remaining interests and of each portion thereof; and all such terms, restrictions, promises, conditions and provisions provided therein to bind the said remaining interests or any portion or portions thereof and to benefit the Vacation Ownership Interest granted shall inure to the benefit of the successive owners of the Vacation Ownership Interest granted and bind the successive owners of the remaining interests and of each portion thereof;

(b)(6)

Holiday Hills Warranty Deed, cont'd

This conveyance is made subject to any and all easements, restrictions, covenants, conditions, and reservations of record in Taney County, Missouri, applicable to the Vacation Ownership Interest.

TO HAVE AND TO HOLD the Vacation Ownership Interest, together with all and singular the rights and appurtenances thereto in anywise belonging to the said Grantees, their heirs and assigns forever, Grantor hereby promising that it is lawfully seized of an indefeasible estate in fee in the property herein conveyed that it has good right to convey the same, that the said property is free and clear from an encumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title of the said property unto Grantees and unto their successors, heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except as above stated

SIGNED EFFECTIVE THE 4th day of JUNE, 2009

SILVERLEAF RESORTS, INC.

By: MYRIAN CASTILLO ATTORNEY IN FACT

THE STATE OF TEXAS }
COUNTY OF DALLAS } SS

On this _____ day of _____, A D _____, before me personally appeared MYRIAN CASTILLO, ATTORNEY IN FACT for SILVERLEAF RESORTS, INC., a Texas corporation, to me known to be the person who executed the foregoing instrument under that certain Power of Attorney dated SEPTEMBER 27, 2004 as recorded in Book 450 at page 3936, which Power of Attorney as in full force and effect, never having been revoked or amended, and acknowledged said instrument to be the free act and deed on behalf of said SILVERLEAF RESORTS, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written

[Notary Seal]

Notary Public in and for the State of Texas
My Commission expires: _____

{Notary Stamp or Seal}

(b)(6)

[Redacted Box]

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PROPERTY DESCRIPTION ADDENDUM
(One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning NOVEMBER 12, 2010, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

(b)(6)

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PROPERTY DESCRIPTION ADDENDUM
(One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning NOVEMBER 12, 2010, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

END OF DOCUMENT

(b)(6)

PROPERTY DESCRIPTION ADDENDUM
(One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning NOVEMBER 12, 2010, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

(b)(6)

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ADDITIONAL TERMS AND AGREEMENTS

Grantors promise and agree as follows:

That they are or will become lawfully seized of the Vacation Ownership Interest, and have the right to convey the same; that the undersigned has not previously encumbered the Vacation Ownership Interest except as herein provided.

To protect the title and possession of the Vacation Ownership Interest and to pay, when due, the monthly membership dues charged by the Holiday Hills Resort Club (the "Club"), including charges made by the manager of the Project, all taxes and assessments now existing or hereinafter levied or assessed upon the Vacation Ownership Interest, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on the Vacation Ownership Interest including any improvements hereafter made a part of the realty except for any liens against the Vacation Ownership Interest now of record

That in the event Grantors shall fail to pay promptly, when due, all membership dues, charges, taxes and assessments or to preserve the prior lien of this Deed of Trust on the Vacation Ownership Interest, then Beneficiary may, at its option, but without being required to do so pay such membership dues, charges, taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on the Vacation Ownership Interest; that any sums which may be so paid out by Beneficiary, including the costs, expenses and attorney's fees paid in any suit affecting the Vacation Ownership Interest when necessary to protect lien hereof, shall bear interest from the dates of such payments at the highest rate permitted by law but not to exceed eighteen percent (18%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above-described Note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all aspects.

NOW, THEREFORE, if said Note and the interest thereon be paid when due, and said agreement be kept and performed as aforesaid, then these presents, including the lease hereinafter set forth, shall be void, and the property herein before conveyed shall be released at the cost of Grantors. If a default shall occur in the payment of said Note or any part thereof in accordance with the terms and provisions thereof, or in the faithful performance of any of the agreements as contained herein, then the whole of said indebtedness secured hereby shall at the option of Beneficiary, without notice become immediately due and payable for all purposes, and this Deed shall remain in force; and in case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing powers and Trust Deed may be required or for any other reason satisfactory to the owner of the indebtedness, the owner of the indebtedness herein secured is hereby authorized to name and appoint a successor Trustee to execute this trust, and the title, powers and authority herein conveyed to and vested in said SMF Registered Services, Inc., a Missouri corporation, Trustee, shall be vested in said successor, which appointment shall be in writing, and shall be duly recorded in the Recorder's Office of Taney County, Missouri. Beneficiary shall have the power successively to remove the above-mentioned Trustee, or any successor Trustee, and to appoint in writing an additional successor Trustee as provided above and either the Trustee or successor Trustee shall proceed to take possession and to sell the property hereinbefore described and any and every part thereof, in whole, or in parcels, at public venue, to the highest bidder at the front door of the Taney County Circuit Courthouse in Forsyth, Taney County, Missouri, or such other place in said county where it is customary to hold such sales as shall be designated in the sale notice, for cash, first giving twenty (20) days public notice or such notice as may at such time be required by the laws of Missouri of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper as may at such time be required by the laws of Missouri; and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof; and any statement or recital of fact in such Deed shall be prima facie evidence of the truth of such statement or recital; and the said Trustee or the successor, shall receive the proceeds of said sale, out of which shall be paid (1) the cost and expense of executing this trust, including compensation to the Trustee for services as provided by law, and a reasonable attorney's fee, which shall be immediately due upon first publication of sale aforesaid; (2) to Beneficiary or its assigns, upon the usual vouchers therefore, all moneys for liens or claims against the property secured hereby and any other advances and interest thereon, as herein provided; (3) any notes then unpaid, whether due by their terms or not, with interest; and (4) the balance of such proceeds, if any, shall be paid to Grantors or their legal representatives. If sale be advertised but stopped by act or request of Grantors, Grantors shall pay a Trustee's fee of Fifty and no/100 Dollars (\$50.00), all costs of publication and title certificates, and a reasonable attorney's fee as part of the costs incurred.

It is further agreed that if Grantors, their heirs or assigns, while owners of the Vacation Ownership Interest, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the Vacation Ownership Interest be taken over by a receiver for Grantors, their heirs or assigns, the Note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the indebtedness, Grantors hereby transfer, assign and convey to Beneficiary in the event of default, all right of use of the Vacation Ownership Interest and all rents issuing or to hereafter issue from the Vacation Ownership Interest, and in the event of any default in payment of said Note or hereunder Beneficiary, its agent or representative, is hereby authorized, at its option, to collect said rents, or if the Vacation Ownership Interest is vacant, to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of its right to accelerate the maturity of said indebtedness nor of its right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the Vacation Ownership Interest may be released from this lien without altering or affecting the priority of the lien secured by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the Vacation Ownership Interest or any part thereof; it being the intention of the parties hereto to preserve this lien on the Vacation Ownership Interest first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the signing of this instrument, notwithstanding and such extension of the time of payment, or the release of a portion of the Vacation Ownership Interest from this lien.

If any portion of the indebtedness cannot be lawfully secured by this Deed of Trust Lien on the Vacation Ownership Interest, it is agreed that the first payment made on the indebtedness shall be applied to the discharge of that portion of the indebtedness.

(b)(6)

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PROPERTY DESCRIPTION ADDENDUM
(One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort, Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning NOVEMBER 12, 2010, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

3087 N 2nd
11/12/10
11/12/10

(b)(6)

EFFECTIVE DATE: 06/04/2009

LOC: (b)(6)

ACKNOWLEDGMENT

As required by the provisions of the Texas Timeshare Act, the undersigned hereby acknowledges that they have been given time to ask any questions they might have concerning the following documents that they have received:

1. A Timeshare Disclosure Statement/Public Offering Statement regarding the resort;
2. Timeshare exchange information supplied when Resort Condominiums International is purchased;
3. Silverleaf Exchange Disclosure Statement; and a
4. Booklet containing the Bylaws, Articles of Incorporation (if applicable), and Declaration of Restrictions, Covenants and Conditions for Holiday Hills Resort

SILVERLEAF RESORTS, INC.

By: 

(b)(6)

(b)(6)

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ADDITIONAL TERMS AND AGREEMENTS

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the Vacation Ownership Interest, or any part thereof, for any public or quasi-public use, or by virtue of private sale or construction on or near the Vacation Ownership Interest. All such sums are assigned to Beneficiary, who may, after deducting from such sums all expenses actually incurred, including attorney's release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect or exercise diligence in the collection of any such sums.

It is agreed that the Beneficiary will cause the Vacation Ownership Interest to be insured at its full replacement value and that the proceeds of such insurance shall be payable to Beneficiary to the extent of its interest, as further security for the Note hereby secured.

Nothing herein or in said Note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by applicable federal or state law on the principal indebtedness hereby secured or on any money obligation hereunder, and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is signed by only one person, or by a corporation, the plural reference to Grantors shall be held to include the singular and all of the promises and agreements herein undertaken to be performed by the and rights conferred upon the Grantors shall be binding upon and inure to the benefit of not only the parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

The indebtedness, the payment of which is hereby secured, is in part payment of the price of the Vacation Ownership Interest, and this Deed of Trust is given as additional security for the payment of the indebtedness.

Trustee hereby lets said premises to Grantors until a sale be had under the foregoing provisions therefor, upon the following terms and conditions:

Grantors, and each and all persons claiming or possessing such premises, and any part thereof, by, through, or under Grantors shall or will pay rent therefor during the said term at the rate of one cent (\$01) per month, payable monthly upon demand, and shall and will surrender peaceful possession of said premises and any and every part thereof sold under said provisions, to Trustee or to the purchaser or purchasers thereof under said sale, immediately after making of such sale, without notice or demand thereof.

(b)(6)

PROPERTY DESCRIPTION ADDENDUM
(One Week)

A 1% undivided interest as tenant-in-common in and to Unit No. (b)(6) (the "Unit"), Holiday Hills Resort Phase 3, a vacation resort in Taney County, Missouri, as per the recorded plat(s) thereof and according to the Second Amended and Restated Declaration of Restrictions, Covenants and Conditions recorded in Book (b)(6), Page (b)(6) and Supplemental Declaration recorded in Book N/A, Page N/A, (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period No. (b)(6) beginning NOVEMBER 12, 2010, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions, and provisions in the Declaration, referred to as the "Vacation Ownership Interest", and any amendments thereto.

(b)(6)

RECORDED
INDEXED
AUG 31 2013

(b)(6)

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UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

'SEP 09 2013'

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, Texas 78701-3226
Attn: Susanna Sovran

Re: FTC Ref. No. 14008766

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) of San Antonio, regarding his concern over numerous account review inquiries performed by Discover Financial Services.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58. Under the FTC Act, a practice is deceptive if it is likely to mislead reasonable consumers and affect their purchasing decisions. A practice is unfair if it causes or is likely to cause substantial consumer injury which consumers cannot reasonably avoid, and which is not outweighed by benefits to consumers or competition.

We appreciate receiving your correspondence and learning of your constituent's concerns. Complaints from consumers provide valuable information that we frequently use to identify deceptive and unfair practices in the marketplace and develop law enforcement initiatives. To ensure that your constituent wants the information provided to be included in our complaint database, we request that your constituent either file a complaint using our online complaint form -- on the Commission Website at www.ftc.gov -- or call 877-FTC-HELP (877-382-4357). Your constituents can also find free educational materials on a variety of topics on our Website at www.ftc.gov.

The Commission receives a very large number of complaints. Although the agency is unable to intervene in individual disputes, our attorneys and investigators regularly review database complaints to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We also share those complaints with other federal, state, and local government agencies to assist them in their investigations. In determining whether a particular practice warrants enforcement or other action, the Commission may consider a number of factors, including the type of violation alleged, the nature and amount of consumer injury at issue, the number of consumers affected, and the likelihood of preventing future unlawful conduct. However, a number of statutory provisions, and the Commission Rules of Practice

prevent me from discussing what actions, if any, the Commission may take in any particular situation.

The Commission also enforces the Fair Credit Reporting Act ("FCRA"), which protects the privacy of consumer information compiled by consumer reporting agencies ("CRAs"), ensures fairness to consumers, and promotes accurate reporting by CRAs. In 2003 Congress enacted the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), Pub.L.108-159, 117 Stat.1952, which significantly amended the FCRA and gave consumers a number of new rights. Most of the FACT Act amendments went into effect in December 2004.

Section 604 of the FCRA protects consumer privacy by restricting access to consumer reports, such as credit reports, to persons with "permissible purposes." The primary "permissible purposes" are consumer-initiated credit transactions, employment applications, and applications for insurance. Section 605 of the Act promotes fairness for consumers by limiting the length of time that adverse information may be reported by CRAs. Generally, adverse information may be reported for only seven years. If the information concerns a bankruptcy filing, however, it may be reported for ten years. Also, if the consumer report is made in connection with a credit or life insurance transaction of \$150,000 or more -- or employment at an annual salary of \$75,000 or more -- there is no time limit on reporting adverse information. I should note that while this section prohibits reporting adverse information beyond the specified period, it does not prohibit a credit reporting agency from retaining adverse information in its files beyond that time, since the information may be reported in certain excepted circumstances (such as where the amount of credit requested exceeds \$150,000).

The FACT Act has also added a number of provisions to the FCRA to help protect consumers from identity theft and to make it easier for consumers to deal with identity theft problems. For example, Section 605A of the FCRA allows consumers (and active duty military) to add identity theft alerts to their files, and requires businesses to follow specific procedures in these cases to protect consumers. Section 605B of the FCRA permits consumers to block accounts that appear on their consumer reports if the accounts are the result of identity theft. Finally, Section 616 and Section 617 of the FCRA give consumers the right to sue CRAs or other persons covered by the Act for willful or negligent violations of the FCRA. Consumers who sue and prevail under either Section are entitled to recover any damages sustained, a reasonable attorney's fee, and the costs of the action. In addition, under Section 616, which covers "willful" violations, a consumer who proves that a defendant committed a willful violation may also recover whatever punitive damages the court may allow.

I should also note that the Commission maintains a "Your Rights: Credit Reporting page on the Commission Web site at <http://www.ftc.gov/bcp/menus/consumer/credit/rights.shtm>, and it is devoted to providing the public with easy access to the statutory text, the prescribed forms, Commission publications, and staff opinion letters on the amended FCRA.

Please be assured that we are always interested in reports of law violations. If we cannot act immediately to remedy them, we will retain whatever has been provided for possible use in

The Honorable Ted Cruz - Page 3

future enforcement actions. The efficacy of our FCRA law enforcement program is largely dependent upon information we receive from consumer complaints.

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,



Donald S. Clark
Secretary of the Commission

14008766



U.S. Senator Ted Cruz

United States Senator • Texas

TO: Director Bumpus

FAX #: 202-326-3585

FROM: John Drogin Lindsey Parham Katharine McAden
 Joyce Sibley Jon McClellan Lela Pittenger Kristopher Robles
 Susanna Sovran Melissa Miller Ben Murrey

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

NOTES:

Constituent inquiry. See attached

FEDERAL TRADE COMMISSION
AUG 23 PM 4:40
CONG. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate

WASHINGTON, DC 20510

August 22, 2013

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Director Bumpus:

The attached communication was forwarded to my Senate office by a constituent concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) CREDIT REPORTING AGENCIES (DISCOVERY CARD). In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME:

MAILING ADDRESS:
SAN ANTONIO, TX

HOME OF RECORD (service members only):

HOME PHONE #:

WORK PHONE #: () _____

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: _____ (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? NO

(b)(6)

San Antonio, Texas (b)(6)

5 August 2013

Dear Senator Ted Cruz:

Sir I need your assistance. The Discovery Credit Card Company has been checking my credit every month for a year without my permission as evidenced by my credit report (see attached).

I called the company and they verified that that I never applied for a credit card and a Mr. Brad Wozniak personally verified that. Before I spoke with him a lady in the new applications department (I think it was called) hinted that her company acquires social security numbers so that they can determine who to send applications in the mail too. Acquiring my SSN and checking my credit report without my permission is illegal.

You can see from the attached that they have checked my credit every month for a year. Three weeks ago. I was put though to a Jane White at Discovery, 877-623-8015 x16924, who promised to get to the bottom of this. She has since refused to answer any of my calls or to return any of my calls. They are blowing me off.

Sir, I want to know how they got my SSN and how they can illegally check my credit report without my permission. This is a violation of my privacy and who knows what they can do with my SSN.

Also note on the attached the other banks that I have circled that checked my credit without my permission. How did they get my SSN?

Sir, I want this stopped immediately.

Please help

V/R

(b)(6)

(b)(6)

San Antonio, Texas

(b)(6)

5 August 2013

Dear Senator Ted Cruz:

Sir I need your assistance. The Discovery Credit Card Company has been checking my credit every month for a year without my permission as evidenced by my credit report (see attached).

I called the company and they verified that that I never applied for a credit card and a Mr. Brad Wozniak personally verified that. Before I spoke with him a lady in the new applications department (I think it was called) hinted that her company acquires social security numbers so that they can determine who to send applications in the mail too. Acquiring my SSN and checking my credit report without my permission is illegal.

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Also note on the attached the other banks that I have circled that checked my credit without my permission. How did they get my SSN?

Sir, I want this stopped immediately.

Please help

V/R

(b)(6)

Thank you for your time

ransUnion

615 WALZEM RD.
AN ANTONIO, TX 78218
(210) 945-3333

Requested On: 09/10/2012, 06/20/2012,
07/05/2011
InquiryType: Individual

ARDNER FINANCIAL SE via S.A. RETAIL MERCHANTS

301 BROADWAY
AN ANTONIO, TX 78215
Phone number not available

Requested On: 07/26/2011
InquiryType: Individual
Permissible Purpose: CREDIT TRANSACTION

351 S IH 35
NEW BRAUNFELS, TX 78130
(830) 608-8011

Requested On: 08/11/2012
InquiryType: Individual
Permissible Purpose: CREDIT TRANSACTION

Promotional Inquiries

The companies listed below received your name, address and other limited information about you so they could make a firm offer of credit or insurance. They did not receive your full credit report. These inquiries are not seen by anyone but you and do not affect your score.

AMERICAN EXPRESS

PO BOX 981537
EL PASO, TX 79998
(800) 874-2717

Requested On: 02/03/2013

CAPITAL ONE BANK USA NA

PO BOX 30281
SALT LAKE CITY, UT 84130
(800) 258-9319

Requested On: 02/01/2013, 09/25/2012, 08/28/2012

ISAA FED SVG BK - SAN AN

PO BOX 47504
SAN ANTONIO, TX 78265-7504
(800) 531-2265

Requested On: 01/01/2013, 01/01/2013, 10/01/2012

FIRST USA

800 BROOKSIDE BLVD
WESTERVILLE, OH 43081-2822
Phone number not available

Requested On: 12/05/2012, 10/01/2012, 09/03/2012

UNITED SAN ANTONIO FCU

3500 UTSA BLVD
SAN ANTONIO, TX 78249
(210) 561-4450

Requested On: 09/11/2012

ALLSTATE INSURANCE

2775 SANDERS RD
NORTHBROOK, IL 60062-6110
Phone number not available

Requested On: 08/12/2012

BARCLAYS BANK DELAWARE

POB 8803
WILMINGTON, DE 19899
(866) 370-5931

Requested On: 07/25/2012

AMERIPRISE AUTO AND HOME

3500 PACKERLAND DR
DE PERE, WI 54115
Phone number not available

Requested On: 07/15/2012

THE TRAVELERS COMPANIES

1 TOWER SQ
HARTFORD, CT 06183-0001
(866) 240-2682

Requested On: 07/08/2012

877-623-8015
SANB X16924
WHITE
1-800-614-283-131

1-800-605-1111
EQUIFAX

Account Review Inquiries

The listing of a company's inquiry in this section means that they obtained information from your credit file in connection with an account review or other business transaction with you. These inquiries are not seen by anyone but you and will not be used in scoring your credit file (except insurance companies may have access to other insurance company inquiries and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

DISCOVER FINANCIAL SERVI

2500 LAKE COOK ROAD
RIVERWOODS, IL 60015
(800) 347-2683

Requested On: 06/05/2013, 05/05/2013, 04/05/2013, 03/05/2013,
02/05/2013, 01/06/2013, 12/05/2012, 11/08/2012, 10/11/2012,
09/05/2012, 08/08/2012, 07/05/2012

USAA FED SVG BK - SAN AN

PO BOX 47504
SAN ANTONIO, TX 78265-7504
(800) 531-2265

Requested On: 06/01/2013, 03/01/2013, 12/01/2012, 09/01/2012,
08/01/2012

RANDOLPH-BROOKS FCU

PO BOX 2097
UNIVERSAL CITY, TX 78148-2097
(800) 580-3300

Requested On: 05/31/2013, 11/30/2012

GEICO

1 GEICO BLVD
WASHINGTON, DC 20076
Phone number not available

Requested On: 02/27/2013, 10/23/2012
Permissible Purpose: INSURANCE UNDERWRITING

NATIONWIDE - NEW IA M KS

ONE NATIONWIDE PLAZA
31-37-201

ALLSTATE



UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

AUG 14 2013

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, TX 78701-3226

Re: FTC Ref. No. 14008646

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent (b)(6) of Abilene, concerning his contractual agreement with Legacy Adventures, Inc.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, and complaints from consumers provide valuable information that is frequently used to develop or support Commission enforcement initiatives. Your constituents can file complaints by using our online complaint form on the Commission Website, or by contacting our Consumer Response Center at 877-FTC-HELP (877-382-4357). The Commission receives a very large number of complaints. While the agency is not able to intervene in individual disputes, our attorneys and investigators regularly review the complaint database to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We may also share information in the complaint database with law enforcement, regulatory, and other government agencies, to assist them in their investigations. I should also note that your constituents can find free educational materials on a variety of consumer topics, press releases, and other important information on the Commission Website at www.ftc.gov.

We appreciate receiving your correspondence and learning of your constituent's concerns. Under the Federal Trade Commission Act, an act or practice is *deceptive* if (1) it is likely to mislead consumers acting reasonably under the circumstances, and (2) it is material; that is, likely to affect a consumer's purchase decision.¹ An act or practice is *unfair* if it causes or is

¹ *Novartis Corp.*, 127 F.T.C. 580, 679 (1999), *aff'd and enforced*, 223 F.3d 783 (D.C. Cir. 2000); *Stouffer Foods Corp.*, 118 F.T.C. 746, 798 (1994); *Kraft, Inc.*, 114 F.T.C. 40, 120 (1991), *aff'd and enforced*, 970 F.2d 311 (7th Cir. 1992), *cert. denied*, 113 S. Ct. 1254 (1993); *Removatron Intl Corp.*, 111 F.T.C. 206, 308-09 (1988), *citing, e.g., Southwest Sunsites, Inc. v. FTC*, 785 F.2d 1431, 1436 (9th Cir.), *cert. denied*, 107 S. Ct. 109 (1986); *International Harvester Co.*, 104 F.T.C. 949, 1056 (1984); *Cliffdale Assocs.*, 103 F.T.C. 110, 164-65 (1984); *see generally Federal Trade Commission Policy Statement on Deception, appended to Cliffdale*

likely to cause substantial injury to consumers that is not reasonably avoidable by consumers themselves and is not outweighed by countervailing benefits to consumers or to competition.² In determining whether a particular act or practice satisfies these standards and warrants enforcement or other action, the Commission may consider a number of factors -- including the type of violation alleged; the nature and amount of consumer injury at issue and the number of consumers affected; and the likelihood of preventing future unlawful conduct -- and correspondence from your constituents provide valuable information in making that determination.

The Commission and its staff are interested in ensuring that companies deal fairly with their customers. However, as a practical matter, the Commission's enforcement resources are finite, and we cannot take formal action in every instance. When we receive a complaint, we make an evaluation to determine whether to devote further resources to the matter. As a matter of prosecutorial discretion, we must consider such factors as the pervasiveness of the problem, the extent to which consumers are injured, whether the practice appears to violate the Federal Trade Commission Act, and how the problem fits into our overall enforcement strategy. Commission staff will maintain a record of your complaint in case we receive additional information indicating further action should be taken.

Your constituent's dispute is essentially a contractual one. Since contracts and contract terms are governed by the law of the state where the contract was signed, or where the transaction took place, this issue is more appropriately addressed by state and/or county consumer protection officials.

We hope that the foregoing information is of assistance in addressing your constituent's concerns. Please let us know whenever we can be of service with respect to any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald S. Clark". The signature is written in a cursive style with a large, sweeping initial "D".

Donald S. Clark,
Secretary of the Commission

Assocs., 103 F.T.C. at 174-83.

² Section 5(n) of the FTC Act, 15 U.S.C. § 45(n); see generally *Orkin Exterminating Company*, 108 F.T.C. 263, 362 (1986); *Federal Commission Policy Statement on Unfairness, appended to International Harvester*, 104 F.T.C. at 1070-76.

14008646



U.S. Senator Ted Cruz

United States Senator • Texas

TO: *Director Jeanne Bumpus*

FAX #: *(202) 326-3585*

FROM: John Drogin Lindsey Parham Katharine McAden
 Joyce Sibley Jon McClellan Lela Pittenger Kristopher Robles
 Susanna Sovran Melissa Miller Ben Murrey

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

NOTES: *Please see the attached inquiry regarding Legacy Adventures travel club targeting veterans.*

FEDERAL TRADE COMMISSION
2013 JUL 26 AM 11:11
CONG. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate
WASHINGTON, DC 20510

July 25, 2013

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Dear:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS

SS



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of SENATOR TED CRUZ to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) LEGACY ADVENTURES INC.. In addition, the office of SENATOR CRUZ is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)

MAILING ADDRESS: (b)(6)
ABILENE, TX (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)

WORK PHONE #: () _____

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: _____ (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? _____

(b)(6)

7/3/13

(Signature)

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701
Fax: 512-916-5839

SS

19 June 2013

(b)(6)

Abilene, TX (b)(6)

(b)(6)

US Senator Ted Cruz
961 JJ Pickle Federal Bldg.
300 E 8th Street
Austin, TX 78701

Honorable Senator Cruz,

I am writing to enlist the help of your office with an issue I have with Legacy Adventures Inc. In September of 2012 they came to Abilene and gave a presentation for a travel club. They stated they could get you the best deals on travel and cruises for any where you wanted to go. Because I am retired military so they stated they had a special rate of \$2494.00 for military. We signed up for the program, but soon found out that it was not what it was presented as. We found that we could book the same flights and cruises as they advertised at the same or lower price. We have never used any of their services and I have requested in writing twice that they return my payment. As of this date I have not heard anything from the company. It appears to me that they are running a scam to get your money and not provide you with anything that you could get for yourself.

I am enclosing a copy of the two letters I wrote and a copy of the contract. Any assistance you could provide would be greatly appreciated. We had hoped that this club would be a blessing for us as we are both senior citizens and on fixed income, as it turned out it was not.

(b)(6)

June 19, 2013

(b)(6)

Abilene, TX (b)(6)

Legacy Adventures Inc.
16903 Red Oak Dr. Ste 172
Houston, TX 77090

CC Senator Ted Cruz

To Whom It May Concern:

This is my second letter to you regarding Legacy Adventures Travel Club. Since I did not receive any response from my first letter I assume that you are going to do nothing, so I will be contacting my Senators office to see if they can assist me.

Again as was stated in the first letter we purchased your plan with great expectations, as it turned out I can purchase any of the trips or cruises I wanted at a lesser rate than provided by Legacy. It appears that your club plan is a scam to get peoples money and not provide them with anything that they could not get for themselves.

I would like a refund of the \$2,494.00 that I paid, because I never used any of your services.

I can be contacted by mail at the above address or by phone at

(b)(6)

Sincerely,

(b)(6)

(b)(6)

Abilene, TX (b)(6)

May 07, 2013

Legacy Adventures Inc
16903 Red Oak Dr Ste 172
Houston, TX 77090

Dear Sir or Madam:

I am writing this letter regarding a service I received from Legacy Adventures Inc.

We purchased this plan with the idea it would be a joy and blessing to us. The first time I tried to use the service for airline tickets, I found reservations on my own for less money than quoted to me. When I requested information on an Alaska cruise I found a price cheaper, for a better, balcony cabin on the same ship on the same time and same days. We feel your service is not as advertised. I am a retired veteran and a senior citizen. We would like our money refunded as we never used your services and can get them for less than you advertise.

I paid \$2,494.00 for this service. Payment was made by check, number Visa, dated September 12, 2012.

To resolve the problem, please refund the full cost of the service in the amount of \$2,494.00.

I look forward to hearing from you soon regarding my problem. I will wait 90 days before seeking further assistance.

Please contact me if you have questions or need additional information. I can also be contacted by phone at (b)(6)

Sincerely,

(b)(6)

RETAIL INSTALLMENT CONTRACT
Consumer Sale and Security Agreement

Copy 1

(b)(6)

Buyer's Last Name First Name MI Seller Legacy Adventures Inc.
 Address 16903 Red Oak Dr. Ste. 172
 City Houston, TX 77090
 Telephone Work Cell Telephone
 Co-Buyer's Last Name First Name MI Member #

CREDIT SALE AGREEMENT
 The words "Buyer", "you", "your", or "yours" refer to each person who signs this contract as a buyer or co-buyer. The words "Seller", "we", "our", and "us" refer to the person who sold the services and any assignee currently holding the contract. We agree to sell and you agree to buy the services described below in accordance with all terms on both sides of this contract. You acknowledge that this obligation is incurred in the interest of your marriage or family.

DESCRIPTION OF SERVICES	ITEMIZATION OF AMOUNT FINANCED	
Six months paid and 6 months complimentary membership in a vacation club renewable at Buyer's option by payment of dues, which includes stays in participating condominiums, discounts, and other membership benefits as explained more fully in the Membership Kit documents.	Cash Price	\$ 24991
	Down Payment	-\$ 24991
	Deferred Down Payment	-\$
	Amount Financed	\$ 0

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.	TOTAL SALES PRICE The total cost of your purchase on credit, including your down payment of \$
7.9%	\$ 0	\$ 0	\$ 24991	\$ 24991
Number of Payments	Payment Amount	When Payments are Due Payments are due monthly beginning:		
1	24991			

Security: You are giving a security interest in any payment instrument you present to us.
Late Charge: If a payment is more than 10 days late, we may charge you (b)(6) exceed \$5.
Prepayment: If you pay off early, you will be entitled to a refund of unearned finance charges.
Further Payment Information: Refer to the appropriate clauses on both pages of this contract and acceleration of your obligation before maturity, and any other fees or charges.

NO LIABILITY, PERSONAL OR PROPERTY INSURANCE COVERAGE IS PROVIDED TO BUYER UNDER THIS CONTRACT
 Note: The parties to this contract agree that any controversy, claim or dispute arising out of or relating to this contract, or the breach thereof, or the written or oral statements or representations made by either party, or by either party's employees, representatives or agents, whether preceding the signing of this contract or that take place hereafter, and regardless of whether such claim, controversy or dispute arises under state law, federal law or the common law, shall be settled by final and binding arbitration according to the rules then obtaining of the American Arbitration Association or such other rules as it may designate. The American Arbitration Association is hereby authorized to make arrangements for any such rules as it may designate. The American Arbitration Association is hereby authorized to make arrangements for any such arbitration to be held under such rules in the city and state where this contract was signed, unless the parties hereto agree upon some other location for the arbitration. This Agreement to arbitrate shall be enforceable, and the judgment upon any award rendered by all or a majority of the arbitrators may be entered, in any court having jurisdiction thereof.

Notice: You may request that the initial disclosures prescribed in the Truth-in-Lending Act (15 U.S.C. §§ 1601 through 1666j) be provided in Spanish before signing any loan documents.
Aviso: Usted puede solicitar que las revelaciones iniciales prescribieron en la Verdad en el Acto Circulante (15 U.S.C. §§ 1601 por 1666j) sean proporcionadas en español antes de firmar cualquier documentos del préstamo.

NOTICE TO BUYER: 1) Do not sign this agreement if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2) You are entitled to a copy of this agreement at the time you sign it. 3) You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges. 4) You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. To do so you must send your notice of rescission to the above listed Service Provider's address, certified mail return receipt requested.

If right of rescission is exercised by member, All materials belonging to Legacy Adventures must be returned within 10 days or \$300 will be deducted from refund

Buyer acknowledges reading the entire contract -and receiving 1 signed, dated and completely filled-in copy on the date executed

X (b)(6) X (b)(6)
 Buyer's Signature Co-Buyer's Signature
 X Signature-Authorized Agent for Service Provider Date Executed

This Contract may be assigned to ("Assignee")



United States of America
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Office of the Secretary

JUL 24 2013

The Honorable Ted Cruz
United States Senate
300 E. 8th Street, Ste. 961
Austin, TX 78701-3226

Re: FTC Ref. No. 14008500

Dear Senator Cruz:

Thank you for your letter on behalf of your constituent, (b)(6) concerning her contractual agreement with Premier Bath.

As you know, the Commission has been directed by Congress to act in the interest of all consumers to prevent deceptive or unfair acts or practices, pursuant to the Federal Trade Commission Act, 15 U.S.C. §§ 41-58. Under the FTC Act, a practice is deceptive if it is likely to mislead reasonable consumers and affect their purchasing decisions.¹ A practice is unfair if it causes or is likely to cause substantial consumer injury which consumers cannot reasonably avoid, and which is not outweighed by benefits to consumers or competition.²

We appreciate receiving your correspondence and learning of your constituent's concerns. Complaints from consumers provide valuable information that we frequently use to identify deceptive and unfair practices in the marketplace and develop law enforcement initiatives. To ensure that your constituent wants the information provided to be included in our complaint database, we request that your constituent either file a complaint using our online complaint form -- on the Commission Website at www.ftc.gov -- or call 877-FTC-HELP (877-382-4357). Your constituents can also find free educational materials on a variety of topics on our Website at www.ftc.gov.

The Commission receives a very large number of complaints. Although the agency is unable to intervene in individual disputes, our attorneys and investigators regularly review database complaints to look for law enforcement targets, evaluate the need for consumer education, and make policy recommendations. We also share those complaints with other

¹ See, e.g., *FTC v. Stefanchik*, 559 F.3d 924, 928 (9th Cir. 2009); *In the Matter of Telebrands, Corp.*, 140 F.T.C. 278, 290 (2005), *aff'd*, 457 F.3d 354 (4th Cir. 2006); see also *Federal Trade Commission Policy Statement on Deception*, appended to *In the Matter of Cliffdale Assocs.*, 103 F.T.C. 110, 74-83 (1984).

² 15 U.S.C. § 45(n); see also *Federal Trade Commission Policy Statement on Unfairness*, appended to *In the Matter of Int'l Harvester Co.*, 104 F.T.C. 949, 1070-76 (1984).

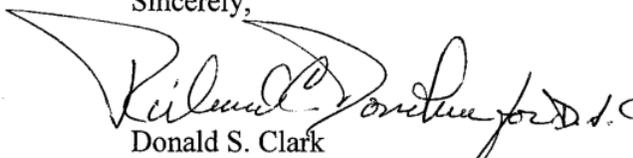
federal, state, and local government agencies to assist them in their investigations. In determining whether a particular practice warrants enforcement or other action, the Commission may consider a number of factors, including the type of violation alleged, the nature and amount of consumer injury at issue, the number of consumers affected, and the likelihood of preventing future unlawful conduct. However, a number of statutory provisions, and the Commission Rules of Practice prevent me from discussing what actions, if any, the Commission may take in any particular situation.

Your constituent's complaint will be entered into a national data bank, which contains information pooled by the FTC and the National Association of Attorneys General relating to suspected fraud. Based on this information, your constituent may be contacted in the future by an investigator or attorney from the Commission or another state or federal law enforcement agency interested in obtaining more information and possibly pursuing legal action against the subject of the complaint.

Your constituent's dispute is essentially a contractual one. Since contracts and contract terms are governed by the law of the state where the contract was signed, or where the transaction took place, this issue is more appropriately addressed by state and/or county consumer protection officials.

I appreciate your interest in this matter, and I hope that your constituent will find the above information helpful in addressing the problem at issue. Please let us know whenever we can be of service.

Sincerely,



Donald S. Clark
Secretary of the Commission

14008500



U.S. Senator Ted Cruz

United States Senator • Texas

TO: *Director Jeanne Bumpus*

FAX #: *(202)326-3585*

FROM: John Drogin Lindsey Parham Katharine McAden
 Joyce Sibley Jon McClellan Lela Pittenger Kristopher Robles
 Susanna Sovran Melissa Miller Ben Murrey

FAX: (512) 916-5839

MAIN OFFICE: (512) 916-5834

NOTES: *Please see attached inquiry*

FEDERAL TRADE COMMISSION
2013 JUN 28 PM 1:30
CONG. CORRES. BRANCH

TED CRUZ
TEXAS

COMMITTEES:
COMMERCE
JUDICIARY
ARMED SERVICES
RULES AND ADMINISTRATION
AGING

United States Senate
WASHINGTON, DC 20510

June 26, 2013

RESPECTFULLY REFERRED:

Director Jeanne Bumpus
600 Pennsylvania Avenue NW Room 404
Washington, DC 20580-0001

Director Bumpus:

The attached communication was forwarded to my Senate office by (b)(6) concerned about a matter that falls within your agency's jurisdiction. We would appreciate it if appropriate inquiries could be initiated on their behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact my office at 512.916.5834 or by fax at 512.916.5839.

Thank you for your attention to this request.

PLEASE REPLY TO:

Office of Senator Ted Cruz
Attention: Susanna Sovran
Office of Senator Ted Cruz
300 E 8th St Ste 961
Austin, Texas 78701-3226
512.916.5834
512.916.5839

Sincerely,



Senator Ted Cruz

STC:SS

DD



U.S. Senator Ted Cruz

United States Senator • Texas

The Information and Privacy Act Form

The Privacy Act requires your written consent before a government agency will release information to our office regarding your records. To better serve you, please complete this form and return it as indicated below. Please be aware that the person requesting assistance must sign this form.

I hereby authorize the office of **SENATOR TED CRUZ** to request on my behalf, pertinent to the Freedom of Information and Privacy Act of 1974, access to information concerning me, and to forward copies of my correspondence involving (Name of Agency) Premier Bath South Daytona *2330 S. NOVA F Fla 32119*. In addition, the office of **SENATOR CRUZ** is also authorized to see any materials that may be disclosed pertinent to that request.

NAME: (b)(6)
MAILING ADDRESS: (b)(6) *New Braunfels, TX* (b)(6)

HOME OF RECORD (service members only): _____

HOME PHONE #: (b)(6)

WORK PHONE #: () _____

SOC SEC #: _____

VA CLAIM # (if applicable): _____

PASSPORT # (if applicable): _____

ALIEN REGISTRATION # (if applicable): _____

OTHER ID #: _____ (if applicable, please indicate tax year(s) and form #)

DATE OF BIRTH: (b)(6) (mm/dd/yyyy)

*Have you requested assistance from any other Congressional office? If yes, which one and did you receive a final response? *Contacted 4 other offices besides yours. I replied - Mrs. Bechert Kithor.*

(b)(6)

5/26/13

(Date)

USE THIS PAGE TO EXPLAIN YOUR PROBLEM TO THE SENATOR

Note: Because of security measures, mail is now irradiated, which can damage sensitive items such as cassette tapes, videos, CD's and DVD's. Fax, e-mail and web form are the quickest ways to forward your information.

INSTRUCTIONS:

Please write a brief letter outlining the nature of your problem and be as specific as possible. In particular, include the names of any public officials you have communicated with in the past and the dates those communications occurred. Also, please attach any relevant correspondence that you have initiated or received concerning your problem. You can either mail or FAX this completed form, your brief letter, and any other pertinent attachments to:

U.S. Senator Ted Cruz
961 J.J. Pickle Federal Building
300 E. 8th Street
Austin, Texas 78701
Fax: 512-916-5839

Sir, Thank you for your concern. A few months ago I sent duplicate letters to you, Lt Gov Dewhurst, R. Sheila Jackson Lee, Sen. John Carnyn, R. Ted Poe. You and the Lt Gov. replied. I am again sending you a copy of the letter I wrote to all of you.

To begin with we realize we did not act fast enough in this matter. However, in the first place as you can see by the copy of the contract, the notice is in the smallest print, and pink on a black background. We have come to the conclusion that salespeople never call buyers attention to these notices because they do not want you to notice. Also, most reputable companies allow more than 3 days notice to cancel.

You can read all the rest of our struggle in the enclosed. Mr. Nagge is a 93 year old decorated Veteran of WWII, and is now on dialysis 3 days a week due to kidney failure. So you can well imagine that \$3,000 is quite a loss for us.

However, adding insult to injury, after

The numerous phone calls I made to Premier Bath, I have had no correspondence from them. My calls always ending in a promise such as, "we are working on it," or "we will get back to you." After a month of these lies, we had a phone call at dinner time one night making it quite clear, we could expect no return - no confirmation in writing and no answers to my next 3 calls over the next weeks.

I will repeat - we have learned a lesson - read every word of a contract before making a decision. We are wrong, but we hoped for a little compassion considering our circumstances.

So again, thank you Sir for caring. We knew you are concerned for those of us who voted for you. You are in our prayers whether you can help us or not; our support is yours.

Sincerely,

(b)(6)



Tested. Trusted. Recommended.

Premier Baths, Inc.

2330 S. Nova Road, South Daytona, FL 32119
1-888-761-8002
(Fax) 386-761-6754

CONTRACT AGREEMENT

The Buyer is the owner of the "real property" described in the job address below. By signing below, the Buyer is authorizing Premier Baths, Inc. (hereinafter the "Company") to furnish all necessary materials and labor to install, construct and place the improvements described below according to the following specifications, terms and conditions (hereinafter the "Specifications") on the job address.

(b) (6)
 MID
 A.S.M.
 J. McCord
 DATE 2 FEB 13
 AGREEMENT NO.

Customer Name(s) (b)(6)

Address (b)(6)

City NEW BRAUNFELS, TX

Code (b)(6)

Home Tel No (b)(6)

Daytime Tel No (b)(6)

Contact Name (b)(6)

Consultant JAKE McCord

Signature Jake McCord **Date** 2 FEB 12

TO SUPPLY &/OR INSTALL MATERIALS & EQUIPMENT IN ACCORDANCE WITH THE PLAN & SPECIFICATION

MASTERCARD / VISA NO. _____

Expiration Date _____ Authorization No. _____

CHECK/CREDIT

Price	\$
Sales Tax	\$
Total Contract Price	\$
1/5 Down Payment	\$
1/5 on Commencement of Work	\$
Balance Upon Completion	\$

FINANCING

Price	\$
Sales Tax	\$
Total Contract Price	\$ 15,695
Down Payment	\$ 10,695
Amount Financed	\$ 5,000

NO VERBAL CONDITIONS, COVENANTS OR PROMISES CAN BE ACCEPTED REGARDING THIS AGREEMENT

I HAVE READ, UNDERSTOOD AND AGREE WITH THE CONDITIONS OVERLEAF BEFORE HAVING SIGNED THIS AGREEMENT

Write: Office
 Yellow: Customer
 Pink: Installer

Signature (s) _____

Date 2 FEB 13

Main Equipment	Qty.	Full / 1/2 / Part	Qty.
Color	White <input checked="" type="checkbox"/> Soft Cream <input type="checkbox"/>	Type & Color	
Fittings	Gold <input type="checkbox"/> Chrome <input checked="" type="checkbox"/>	Wall A	1
Easy Access Shower Model:		Wall B	3
Refresh Size: 47" <input type="checkbox"/> 59" <input type="checkbox"/>	Drain: L <input type="checkbox"/> R <input type="checkbox"/> C <input type="checkbox"/>	Wall C	1
Inspire Size: 47" <input type="checkbox"/> 58" <input type="checkbox"/>	Drain: L <input type="checkbox"/> R <input type="checkbox"/> C <input type="checkbox"/>	Wall D	
Vitalize Size: 47" <input type="checkbox"/> 58" <input type="checkbox"/>	Drain: L <input type="checkbox"/> R <input type="checkbox"/> C <input type="checkbox"/>	Wall E	
Walk-in Tub Model:		Wall F	
Easy Bathe Straight	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	Total:	
Easy Bathe Corner	L/H <input type="checkbox"/> R/H <input type="checkbox"/>		
Sanctuary	L/H <input checked="" type="checkbox"/> R/H <input type="checkbox"/>	Accessories	
Laguna	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	a) DEPOSIT	
Oasis	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	b)	
Cove	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	c) \$3,000 - 2 FEB 13	
Haven	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	d)	
Empower 1500	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	e) \$7,695 - UPON COMPLETED INSTALL	
Empower 1700	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	f)	
Momentum 1500	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	\$5,000 C/P - \$150/month / 33 months	
Momentum 1700	L/H <input type="checkbox"/> R/H <input type="checkbox"/>	Additional Details	
Seat Extension (Easy Bathe Only)	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PLEASE COORDINATE ELECTRICIAN	
Adjustable Hand-Held Shower	Y <input type="checkbox"/> N <input type="checkbox"/>		
Seat Belt	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Shower Rail	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Curtain	Y <input type="checkbox"/> N <input type="checkbox"/>		
Canopy	Y <input type="checkbox"/> N <input type="checkbox"/>		
Safety Bar	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Infill Box	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
End Panel	Y <input type="checkbox"/> N <input type="checkbox"/>		
Wall Finish	Y <input type="checkbox"/> N <input type="checkbox"/>		

Electric

Premier Baths, Inc. are not registered electricians and are unable to modify or connect to your home electrical system. It is the customer's responsibility and cost to arrange a licensed electrical contractor to fulfill such work.

Customer Signature: INCLUDED (VET)

NOTICE OF CANCELLATION: YOU, THE BUYER MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO THE START OF THE WORK FOR REASON OF THE BUYER'S NEEDS CHANGE. IN THE U.S.A. FOR THIS TRANSACTION To cancel this agreement, send a written cancellation notice by registered mail within three (3) business days from the date of this agreement to the address above.

ACCEPTANCE OF CONTRACT

The condition specifications and prices stated on both sides herein are satisfactory and are hereby accepted. The contractor is authorized to do work as specified. Payment will be made as outlined above. A copy of this agreement will be furnished to buyer upon signing.

BUYER'S SIGNATURE _____

DATE _____

2 FEB 13

Accepted by Premier Baths, Inc. _____

Date: 2 FEB 13

MAKE ALL CHECKS PAYABLE TO PREMIER BATHS, Inc. I/We hereby acknowledge that a copy of the agreement has been handed to me/us. Subject to terms and conditions on back, which form part of this contract.

New Braunfels, TX

March 18, 2013

To Mr. Ted Cruz

Sir -
I had the pleasure of meeting you on Feb 1, 2013 at the Armed Forces Reserve Center in Houston, Texas, for the French Legion of Honour Award Ceremony. My name is (b)(6) and I was awarded the medal that day for my part in the Liberation of France, having landed on Normandy Beach on D-Day, was wounded, and then served until Germany surrendered.

Now I have been advised by a lawyer to write to you concerning a matter you may be able to look into. On Feb 2, 2013, I was called on by a salesman I had contacted about a "walk-in tub" Company name Premier Bath, 2330 S Nova Rd, South Daytona, Fla 32119 phone 386-761-1830.

When he quoted the price, \$17,695.00, I said, "That's the price of a car!" So immediately he took off \$2000 because I am a Veteran. He was convincing about the quality of his product, so we signed the contract and him a deposit of \$3000 date Feb 2, 2013.

On Feb 11, our son-in-law spoke to a plumber who had nothing good to say about any walk-in-tub. I then decided to cancel the order, called the salesman who assured us of a refund, and went to the bank to cancel the application for a loan to pay for the installation.

After a few weeks of waiting for the refund, I began to call the Company in Fla. many, many times, many assurances and finally today, that since I did not read the fine print at the end of the contract last page, they would not refund the \$3000. The fine print said we were late in cancelling and we were! We are guilty of not reading the fine print, but were hopeful they would show some compassion to a 93 yr old veteran and wife. That \$3000 is a months income for us.

The lawyer said the contract is binding, but also that a letter to you might help if you were to question this company by mail. We can only hope that you can help -

Thank you,
Sincerely,



OFFICE OF THE
CHAIRWOMAN

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON D.C. 20580

August 3, 2015

The Honorable Ted Cruz
United States Senate
Washington, DC 20510

Dear Senator Cruz:

Thank you for your July 17, 2015 letter to the Federal Trade Commission regarding Internet peer-to-peer platforms, often called the “sharing economy,” and the Commission’s June workshop addressing that important subject.¹ As you note in your letter, the sharing economy has grown rapidly in recent years and has given rise to innovative business models offering a wide array of services such as ridesharing and vacation lodging. In particular, you voice concern that sharing economy businesses have encountered regulations that may unduly impede their entry or expansion, and that while many of these regulations have pro-competitive and pro-consumer rationales, they may impose costs on consumers that outweigh their benefits. You therefore encourage us “to examine anticompetitive efforts to restrict competition within the sharing economy” and to continue to advocate against regulations that may impede commerce and unnecessarily burden consumers.

We share your interest in ensuring that innovative forms of competition are not unnecessarily restrained by regulation. In fact, as the Commission explained in testimony before Congress in May, the reason for our workshop on the sharing economy is to better “understand the competition, consumer protection, and economic issues created by the arrival of these new business models, as well as their interactions with existing regulatory frameworks.”²

Our workshop generated significant public interest and provided valuable insights on these important issues. We are reviewing the information we obtained and will continue to engage with relevant stakeholders to ensure that we stay abreast of new developments in this fast-changing economic sector.

¹ Further information about the Commission’s workshop can be found at <https://www.ftc.gov/news-events/events-calendar/2015/06/sharing-economy-issues-facing-platforms-participants-regulators>.

² Prepared Statement of the Federal Trade Commission Entitled “Oversight of the Enforcement of the Antitrust Laws,” Presented by Chairwoman Edith Ramirez Before the Subcommittee on Regulatory Reform, Commercial and Antitrust Law of the Committee on the Judiciary, United States House of Representatives (May 15, 2015), at 19, available at <https://www.ftc.gov/public-statements/2015/05/prepared-statement-federal-trade-commission-oversight-enforcement>.

Moreover, as you know, we maintain an active advocacy program that enables the Commission and our staff, upon request or as part of a public comment period, to highlight the competitive impacts of federal and state legislative proposals on various industries and economic sectors. In the last two years alone, the Commission has authorized staff to file three comments relevant to the sharing economy. These involved regulations potentially affecting new applications for obtaining passenger motor vehicle transportation services in Chicago, Illinois, Washington, D.C., and Colorado.³ Our comments have encouraged those considering regulation of ridesharing to carefully consider the competitive implications of such regulations as well as the justifications being urged to support them. We will continue to submit such comments as the opportunity arises.

In closing, we appreciate receiving your views on this important subject and have added your letter to the record of public comments for our workshop.⁴ Needless to say, our ultimate goal is to ensure that consumers reap the benefits of a competitive economy, including innovations in emerging economic sectors, and we will continue to use our statutory authority to protect competition and consumers whenever appropriate.

Sincerely,



Edith Ramirez
Chairwoman

³ Comment from FTC Staff to Brendan Reilly, Chicago 42nd Ward Alderman, concerning proposed ordinance regarding transportation network providers (Apr. 15, 2014), https://www.ftc.gov/system/files/documents/advocacy_documents/ftc-staff-comment-honorable-brendan-reilly-concerning-chicago-proposed-ordinance-o2014-1367/140421chicagoridesharing.pdf; Comment from FTC Staff to the District of Columbia Taxicab Commission, concerning proposed rules regarding transportation network providers (June 7, 2013), https://www.ftc.gov/sites/default/files/documents/advocacy_documents/ftc-staff-comments-district-columbia-taxicab-commission-concerning-proposed-rulemakings-passenger/130612dctaxicab.pdf; Comment from FTC Staff to the Colorado Public Utilities Commission concerning proposed rules regarding passenger vehicle transportation services (Mar. 6, 2013), https://www.ftc.gov/sites/default/files/documents/advocacy_documents/ftc-staff-comment-colorado-public-utilities-commission-concerning-proposed-rulemaking-passenger/130703coloradopublicutilities.pdf.

⁴ The public comments are available at <https://www.ftc.gov/policy/public-comments/initiative-607>.

United States Senate

14012806

July 17 2015

The Honorable Edith Ramirez
Chairman
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

Dear Chairwoman Ramirez:

The emergence of peer-to-peer platforms and the sharing economy offers consumers enormous freedom and economic potential. According to a 2014 Nielsen global survey, 68 percent of respondents indicated they were willing to share their assets for financial gain and 66 percent affirmed they're likely to use or rent products or services from others in a sharing economy. The steady rise in smartphone ownership and growing interest in participating in a sharing economy allowed global sharing economy transactions to reach an estimated \$26 billion in 2013 and some estimates predict that the sharing economy could soon generate as much as \$110 billion annually in the near future.^[1]

The sharing economy is a subject matter on which I have considerable familiarity with, having led public workshops while at the FTC exploring possible anticompetitive efforts to restrict competition on the Internet. Due to the success of these public workshops in the past and seeing the sharing economy's immense potential as an engine for commerce, I was pleased to see the FTC host a June 9, 2015 workshop on the sharing economy in which FTC Commissioner Maureen Ohlhausen stated that the FTC's interest in the sharing economy doesn't necessarily forebode regulatory intervention. Furthermore, I commend Commissioner Ohlhausen for stating, "Misguided government regulation can be the barrier to innovation that never falls, so regulators should tread carefully, particularly when considering hypothetical rather than demonstrated consumer harm," and hope that this sentiment is shared by the rest of the Commission.

However, the workshop also highlighted that an old pattern may be repeating itself in a number of states and municipalities. Over and over again, government is sought out as an ally of incumbent businesses to restrict competition from new entrants. In a number of instances, and in a number of states, pre-existing regulatory regimes have been extended to new entrants in ways that may ultimately deprive consumers of significant cost savings and convenience that would otherwise accompany an expanded sharing economy.

^[1] See Sarah Cannon & Lawrence H. Summers, How Uber and the Sharing Economy Can Win Over Regulators, HARV. BUS. REV. BLOG NETWORK (Oct. 13, 2014), <https://hbr.org/2014/10/how-uber-and-the-sharing-economy-can-win-over-regulators/>

FEDERAL TRADE COMMISSION
2015 JUL 17 11:12:10
CONG. COMMERCE BRANCH

For example, in 1919 the Horse Association of America along with such allies as the Master Horseshoe National Protection Association and the National Hay Association campaigned against the use of automobiles and tractors in place of draft animals. In the 1920's, these groups lobbied, successfully in many places, for laws banning automobile parking on principal streets. With the emergence of the Internet by the late 1990's, existing brick and mortar business relied upon state legislatures and regulators to enact barriers to the online sales of wine, contact lenses, caskets, and real estate and financial services. Today, similar regulatory tactics are once again being invoked as regulators at California's Department of Motor Vehicles issued an advisory requiring commercial registration for ride-for-hire companies like Uber and Lyft while New York City has cracked down on Airbnb lodging listings which the New York State Attorney General has stated are in violation of the Multiple Dwelling Law and New York City Administrative Code.

While many of these regulations undoubtedly have pro-competitive and pro-consumer rationales, they may impose costs on consumers that exceed their benefits. These regulations may also have an adverse impact on innovation and job creation in urban communities. The United States Conference of Mayors highlighted in a 2013 resolution in support of policies for shareable cities that "Sharing Economy companies have proven to be engines of innovation and job creation, driving economic development in the hearts of American cities, where joblessness is still most pervasive." In addition, a 2015 New York University Stern School of Business research paper suggests that below-median income consumers will enjoy a disproportionate fraction of eventual welfare gains from this kind of 'sharing economy' through broader inclusion, higher quality rental-based consumption, and new ownership facilitated by rental supply revenues.^[2]

To fully achieve the benefits of innovation and job creation in a new shared economy, I encourage the Commission to continue to embrace permissionless innovation and use its statutory authority to examine anticompetitive efforts to restrict competition within the sharing economy. In the past, the Commission has filed competition advocacy comments with the Department of Justice opposing proposals in North Carolina and Rhode Island requiring the physical presence of an attorney for every real estate closing and refinancing. The Commission has also filed staff comments opposing additional restrictions in Connecticut on out-of-state and Internet contact lens sellers. More recently, the Commission filed comments with the District of Columbia Taxicab Commission and the City of Chicago cautioning against unnecessarily inhibiting new models of business such as ridesharing companies.

I ask the Commission to reject requests from incumbent businesses or Members of Congress interested in applying additional regulations on the sharing economy and would instead strongly encourage the Commission to continue to promote competition within the sharing economy. This can best be achieved by continuing to file competition advocacy comments on behalf of sharing economy businesses facing anticompetitive regulations and business practices that could impede commerce and impose unnecessary costs on consumers.

^[2] See Fraiberger, Samuel P. and Sundararajan, Arun, Peer-to-Peer Rental Markets in the Sharing Economy (March 6, 2015). NYU Stern School of Business Research Paper. Available at SSRN: <http://ssrn.com/abstract=2574337> or <http://dx.doi.org/10.2139/ssrn.2574337>

Sincerely,

A handwritten signature in black ink, appearing to read 'Ted Cruz', written in a cursive style.

Ted Cruz
United States Senator

Cc: The Honorable Julie Brill, Commissioner, Federal Trade Commission

The Honorable Maureen K. Ohlhausen, Commissioner, Federal Trade Commission

The Honorable Joshua D. Wright, Commissioner, Federal Trade Commission

The Honorable Terrell McSweeney, Commissioner, Federal Trade Commission