



# Black State Employees Association of Texas Community Development Corporation, Inc.

October 4, 2004

Attention: Bill Fisher,  
Vice President, Provident Odyssey Partners, LLP

From: Dr. Darren L. Reagan  
Chairman/CEO

Re: Counter Contract Proposal

*7 pages  
Including this  
Cover Letter  
w/ Ex A D*

Dear Bill:

I am in receipt of your revised contract proposal. Please find attached our counter-proposal.

Please feel free to mark up ( if necessary) and fax back our proposal for revision considerations. Again, thank you and I look forward to hearing back from you soon.

Feel free to contact me directly at (214) 207-0850.

\*Also, have you had an opportunity to contact the employment referrals I submitted to you on last week.

"MAKING THE VISION A REALITY"  
P.O. BOX 763773 \*DALLAS, TEXAS 75376 \* (214) 467-7600 \* FAX (214) 467-7704  
Toll Free (800) 257-9443

**GOVERNMENT  
EXHIBIT**

**212**

**3:07-CR-289-M(09)**

### Contract With Independent Contractor

#### 1. Names

This agreement is between Provident Odyssey Partners, LP, a Texas corporation (Client), and The Black State Employees Association of Texas CDC, Inc., a Texas corporation (Contractor).

#### 2. Services to be Performed by Contractor

Professional Consulting Services; inspect, evaluate, review and approve proposed project site (Mixed use 250 Multi-family Housing and Retail development 7500-10,000sq. ft.), area demographics and other details, as well as advise, assist and approve the project/construction development including any and all revisions; Assist and approve the establishment of minority contracting goals (30%+ participation); Solicit Services from local minority contractors; Review, advise and approve all project contracts, site plans, proposals, budget/cost projections; Advise, assist and approve the project's final contractors and post construction/ property office/staffing and maintenance personnel selection process; Monitor contractors compliance; Solicit and request letters of support from public/elected officials representing the designated districts (Dallas City Council & State Representative) community leaders, community organizations and others; Attend scheduled business and community/public meetings/hearings and provide other services as agreed upon.

#### 3. Time for Performance

Contractor will perform the services according to the following schedule:

Will begin work on project within five (5) business days upon the signing and executing of this agreement.

#### 4. Payment

Client will pay Contractor ~~\$150,000~~ <sup>\$100,000</sup> total cash compensation through ~~January 2005~~ <sup>February</sup>; ~~\$50,000.00 non-refundable initial payment/retainer; \$1500 per hour after January 2005.~~ <sup>\$19,000</sup>

Also, the The BSEA/CDC, Inc. (contractor) will receive 5% of the General Partner's share of the project's developer fee, cash flow, and residual value to be paid within two (2) days of receipt of the money by the General Partner of the Partnership. Both parties agree to make a "good faith" effort to structure a mutually acceptable "Partnership Agreement" within two (2) weeks of signing this contract or this contract will be null and void" and "non-binding". Client will pay Contractor according to the following

Contractor will submit an invoice to the client stating total amount due for prompt payment.

#### **5. State and Federal Taxes**

Client will not:

- withhold Social Security and Medicare taxes from Contractor's payments or make such tax payment on Contractor's behalf
- make state or federal unemployment contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay all unemployment contributions related to the performance of services under this contract. Contractor will reimburse Client if Client is required to pay such taxes or unemployment contributions.

#### **6. Fringe Benefits**

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

#### **7. Invoices**

Contractor will submit invoices to Client for all services performed.

#### **8. Independent Contractor Status**

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.

#### **9. Other Clients**

Contractor retains the right to perform services for other clients.

#### **10. Assistants**

Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.





FROM :

FAX NO. :

Oct. 04 2004 08:14PM P5

CLIENT

Provident Odyssey Acquisitions LLC,  
a Texas corporation  
1200 Three Lincoln Center  
5430 I.R.J Freeway  
Dallas, Texas 75240

Dated: \_\_\_\_\_

By:  \_\_\_\_\_  
James R. "Bill" Fisher  
Vice President

CONTRACTOR

The Black State Employees Association of Texas CDC, Inc.,  
a Texas corporation  
5801 Marvin D. Love Freeway  
Suite 202  
Dallas, Texas 75237

Dated: 10-4-04 \_\_\_\_\_

By:  \_\_\_\_\_  
Darren L. Reagan  
Chairman/CEO

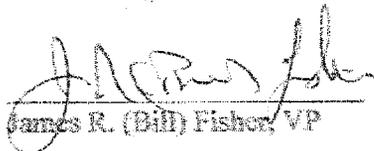
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EXHIBIT A

Not with standing any thing contained in the main agreement the parties agree to these additional provisions, requirements and restrictions:

- A. Compensation is tied directly to final approval of the development by the CPC, Dallas City Council and the TDHCA. It is presumed Contractor has performed sufficiently to receive all the compensation contemplated in the agreement when the transaction closes and funds unless they have been notified in writing in advance of failures to perform the work as agreed. Please note it is critical in the performance of the contract to attend all scheduled public hearings and meetings associated with the approvals of the development plan and financing. Contractor is entitled to written notice and an opportunity to cure a failure in their performance of this contract.
- B. You and at least three people working with you will attend all the public hearings and speak in support of the development. Your group must attend TDHCA meetings in Austin at 507 Sabine, Suite 400, Austin, TX 78701 in December 2004 and January 2005. We will cover the cost to fly you round trip on SWA.
- C. Company represents and warrants that no compensation of any nature or kind will be paid to anyone who is an employee or elected official in the City of Dallas or Dallas County including any family members by blood or marriage as defined by State law regarding conflicts of interest. This representation and warranty shall survive for a period of three years from the date of the incentive payment, if any, under the contract.
- D. In the event of a dispute the parties agree to binding arbitration with the AAA in Dallas County. Law of Texas, enforceable in the City of Dallas shall apply. Attendance and support at each of the meetings shall be your performance test and the closing of the transaction shall be confirmation of your performance.
- E. If either party believes a breach has occurred, they are required to give a written notice to the other party of such breach. Unless such notice is given, the parties acknowledge performance by your organization in the fulfillment of the agreement terms.

Darren Reagan and Allen McGill

  
James R. (Bill) Fisher, VP