KATHY L. NEALY & ASSOCIATES

[redacted] Dallas, TX 75232
(214) 374-2878 Office

CONSULTING SERVICES AGREEMENT

This agreement is made this 29th day of February 2004, by and between Kathy L. Nealy, Kathy L. Nealy & Associates, having its principal place of business at 1211 Willow Glen, Dallas, TX 75232, hereinafter referred to as the "Consultant", and Provident Odyssey Partners, LP and the affiliated partnerships collectively, POP, here in after referred to as the "Client", whose mailing address is 975 One Lincoln Plaza, 5400 LBJ Freeway, Dallas, TX 75240.

ARTICLE I – AGREEMENT AND TERM

A. Client agrees to purchase from Consultant and Consultant hereby agrees to provide to Client consulting services. This Agreement shall be for a period beginning on January 1, 2004 continuing through December 31, 2004. The Agreement may be extended in writing upon mutual agreement of both parties on or before December 31, 2004.

B. Notwithstanding the above, this Agreement may be terminated by either party, without penalty or liability, upon thirty (30) days prior written notice. This agreement may be terminated without notice, penalty, or liability in case the Consultant breaches any of the terms of this agreement, of if the Consultant accepts an active political role or if the Consultant becomes an employee of a current or potential customer. The incentive fees shall survive and termination in the event Consultant has already incurred and billed for one month of services on the projects listed in Article II, A 1 below. Client agrees to add any additional project assignments to this list at least once per quarter.

ARTICLE II – CAPACITY AND DUTIES

A. Client retains Consultant to perform the following duties:

1) Leverage and perform various lobbing services with the community and elected official in garnering support for the development and zoning proposals undertaken by the Client. This includes but is not limited to , State Senators, State Representatives, County Officials, City Plan Commissioners, City Council members and appropriate City staff related to Client's applications or development proposals specifically for the following projects: UT Southwestern Senior Housing; Lusardi, Laureland and Simpson Stuart. Consultant will continue providing services for the Client as requested for any future projects under the same contractual terms unless agreed to in writing by both parties.

2) Consultant will receive direction from Bill Fisher, Vice President of POP or his designee. Consultant will also provide direct communication to appropriate decision makers (ie: Elected Officials/Staff, etc.).

3) Participate in strategy sessions, conference calls and assist with the coordination of relevant community meetings regarding potential projects.

B. It is understood and agreed that in the performance of the services under this Agreement, Consultant shall be acting as an independent contractor and not as an employee of Client.

GOVERNMENT EXHIBIT 1996
3:07-CR-0289-M

ARTICLE III – REMUNERATION AND INVOICING

A. In consideration for the services to be provided hereunder, Client agrees to pay Consultant a fee of $175.00 per hour, plus direct expense incurred on behalf of Provident Realty. Additionally the client agrees to pay a Success Fee of $20,000 for each project within 10 days of the closing of any financing for the development but not later tha 90 days following final approval by all elected official or agencies. If the contract is terminated mid month the monthly payment shall be prorated based on calendar days.

B. Consultant shall invoice Client on a monthly basis for services rendered. If no payment is received within thirty days, Client will be charged a 1.0% per month late fee on unpaid balances.

ARTICLE IV–PROPRIETARY OR COMPETITION SENSITIVE INFORMATION

A. In the event during the performance of these services Consultant is exposed to confidential business data of Client, Consultant agrees to keep any and all information confidential. All data processing systems and business information of Client shall be and remain the exclusive property of Client. Consultant understands and agrees that Consultant shall acquire no right to any of this information. Except as may be authorized by Client, Consultant agrees not to reveal the business methods or business secrets of Client.

B. Consultant agrees that the terms and conditions of this Agreement are confidential, and that Consultant will not disclose any part thereof to any other person without the prior written consent of Client, except for compliance with rules or laws requiring the release of such information.

ARTICLE V – ETHICS, CONFLICT OF INTEREST & REGULATORY ISSUES

A. Consultant represents that Consultant will comply with all applicable laws regulating public advocacy activities, including filing and disclosure requirements. Client agrees to timely furnish information to Consultant so that Consultant can comply with all laws and regulations. Consultant shall not make any payment on behalf of Client to political parties or organizations or their leaders or candidates for public office or government official. The term "government official" means any officer or employee of any local, state or federal government or any department, agency, or instrumentality thereof, or any person acting in an official capacity for or on behalf of such government or department, agency, or instrumentality.

B. Consultant has disclosed to Client that it has other clients and does other consulting services for these clients. In the event a conflict should arise, the parties hereto shall mutually agree to resolve the apparent conflict. In the event the conflict cannot be resolved or waived, this contract may be terminated or renegotiated.

ARTICLE VI – MISCELLANEOUS

A. This Agreement shall be performed, governed, and construed by the laws of the State of Texas. Any and all disputes arising under, out of or in relation to this agreement, its formation, performance or termination ("Disputes"), shall be determined by a trial without a jury and both parties hereby submit to the exclusive jurisdiction of the state and federal courts for such purpose, and waive any right to a jury in any Dispute.

B. While performing services hereunder, Consultant will adhere to the highest professional and ethical standards and will conduct the services so as to avoid any appearance of impropriety.

C. Any provision hereunder, which contravenes applicable law shall be deemed not to be a part of this Agreement; but if the remainder of this Agreement shall not be affected by the illegal portion, each provision not so affected shall be enforced to the fullest extent permitted by law.

D. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. Except as otherwise set forth herein, the provisions off this Agreement are for the exclusive benefit of the parties, and no other person or entity, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party. The parties mutually agree that each of the undersigned represent that they sign this agreement and have the authority to bind both parties.

E. This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. No rule or principle of contractual interpretation requiring that ambiguities in the Agreement be interpreted against the party primarily responsible for its drafting shall be employed in the interpretation of this Agreement.

F. Consultant shall indemnify and hold harmless Client from and against any and all liabilities, judgments or expenses, including, without limitation, reasonable attorneys' fees suffered or incurred by client as a result of Consultant; (i) breaching any term or condition of this Agreement; or (ii) breaching any law, rule or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kathy L. Nealy, President Kathy L. Nealy & Associates	Bill Fisher, Vice President Provident Odyssey Partners LP and affiliated partnerships (POP)
Date	3/2/04 Date