

Kathy Nealy & Associates

GOVERNMENT
EXHIBIT
2024
3:07-CR-0289-M

KATHY L. NEALY & ASSOCIATES

- 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 [REDACTED] 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, or 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 lobbying 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.

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 than 90 days following final approval by all elected officials 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.

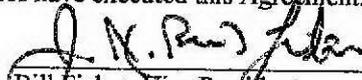
ARTICLE VI – MISCELLANEOUS

- 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 of 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



KATHY L. NEALY & ASSOCIATES

DALLAS, TEXAS 75232 214-374-2878 FAX 214-374-0715

RECEIPT

DATE	8/1/04	No.	051359
FROM	James Fisher	\$2,000 ⁰⁰	
Two thousand dollars		DOLLARS	
<input type="radio"/> FOR RENT	Raffle 100 tickets		
<input type="radio"/> FOR			
ACCT.		<input type="radio"/> CASH	FROM _____ TO _____
PAID	2,000:00	<input type="radio"/> CHECK	BY: C. Minin
DUE		<input type="radio"/> MONEY ORDER	2501

Kathy L. Nealy & Associates

Dallas, TX 75232

Invoice

Date	Invoice #
11/4/2004	ODYS110404

Bill To
Odyssey Residential Holdings Two Lincoln Centre, #1235 5420 LBJ Freeway Dallas, TX 75240

P.O. No.	Terms	Project

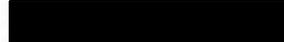
Quantity	Description	Rate	Amount
85	Laureland (Dallas, TX)	175.00	14,875.00
1	Beau Nash	50.00	50.00
1	Texas Land & Cattle	53.17	53.17
1	Pappadeaux Seafood	28.87	28.87

Total \$15,007.04

*Adjusted
due \$ 12,107.04*

Phone #	Fax #	E-mail
(214) 374-2878	(214) 374-0715	Kathy_Nealy@msn.com

Kathy L. Nealy & Associates


Dallas, TX 75232

Invoice

Date	Invoice #
1/4/2005	ODYS010405B

Bill To
Odyssey Residential Holdings Two Lincoln Centre, #1235 5420 LBJ Freeway Dallas, TX 75240

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Event Tickets-12/2/04	600.00	600.00
1	KwanaaFest	5,957.42	5,957.42
1	M.A.S.S.	1,000.00	1,000.00
Total			\$7,557.42

Phone #	Fax #	E-mail
(214) 374-2878	(214) 374-0715	Kathy_Nealy@msn.com

Kathy L. Nealy & Associates


Dallas, TX 75232

Invoice

Date	Invoice #
1/6/2005	ODYS010605

Bill To
Odyssey Residential Holdings Two Lincoln Centre, #1235 5420 LBJ Freeway Dallas, TX 75240

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
4	Dallas West Village (Dallas, TX)	175.00	700.00
Total			\$700.00

Phone #	Fax #	E-mail
(214) 374-2878	(214) 374-0715	Kathy_Nealy@msn.com

Kathy L. Nealy & Associates


Dallas, TX 75232

Invoice

Date	Invoice #
3/1/2005	ODYS030105

Bill To
Odyssey Residential Holdings Two Lincoln Centre, #1235 5420 LBJ Freeway Dallas, TX 75240

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
10	Mesa Homes - Houston, TX	175.00	1,750.00
Total			\$1,750.00

Phone #	Fax #	E-mail
(214) 374-2878	(214) 374-0715	Kathy_Nealy@msn.com

Kathy L. Nealy & Associates

Dallas, TX 75232

Invoice

Date	Invoice #
4/6/2005	ODY040605

Bill To
Odyssey Residential Holdings Two Lincoln Centre, #1235 5420 LBJ Freeway Dallas, TX 75240

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
5	Austin, TNL, Councilwoman Maxine T. Reese	175.00	875.00

We appreciate your prompt payment.

Total

\$875.00

Phone #	Fax #	E-mail
(214) 374-2878	(214) 374-0715	Kathy_Nealy@msn.com

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV40704

INVOICE

Customer

Name Provident Realty Advisors, Inc.
Address 975 One Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 4/7/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
43	Consulting Services - February 2004	\$175.00	\$7,525.00
1	AAC-Suites (Fisher/Jafaar/Brandon/Marshall/Lee/Traylor/Gary)	\$588.63	\$588.63
1	AAC-Suites (Lee/Fantroy)	\$332.68	\$332.68

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$8,446.31
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$8,446.31

Office Use Only



Thank you in advance for your immediate attention.

04/01/04

21:13

SALES DRAFT

AAC - Suites
2500 Victory Ave.
Dallas, TX 75201
(214) 665-4748

MERCH ID: 46144
CASHIER: William
TERMINAL: 605 Flagship -Su

VISA

NAME: NEALY/KATHY/L
NUMBER: 463572
EXPIRE: 07/05
AUTH: 131513
AMOUNT: 292.68

CHECK: 6034116
TABLE: 1105

TOTAL: 292.68

GRATUITY:
Optional

40.00

TOTAL:

332.68

X *Kathy L. Nealy*
SIGNATURE

03/17/04

21:22

SALES DRAFT

AAC - Suites
2500 Victory Ave.
Dallas, TX 75201
(214) 665-4748

MERCH ID: 46144
CASHIER: Rebecca
TERMINAL: 605 Flagship -Su

VISA

NAME: NEALY/KATHY/L
NUMBER: 463572
EXPIRE: 07/05
AUTH: 102915
AMOUNT: 513.63

CHECK: 6050050
TABLE: 1105

TOTAL: 513.63

GRATUITY:
Optional

75.00

TOTAL:

588.63

X *Kathy L. Nealy-Hassor*
SIGNATURE

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV70404

INVOICE

Customer

Name Provident Realty Advisors, Inc.
Address 975 One Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 7/4/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - June 2004		
18	Lusardi - (Dallas, TX)	\$175.00	\$3,150.00
16	Laureland - (Dallas, TX)	\$175.00	\$2,800.00
25	Simpson Stuart - (Dallas, TX)	\$175.00	\$4,375.00
1	Lombardi's of Dallas	\$92.95	\$92.95
1	Texas Land & Cattle	\$40.65	\$40.65
1	Newport's Seafood	\$35.42	\$35.42

SubTotal	\$10,494.02
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$10,494.02

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

*Hand Cash #1579 \$10,000.00 8/20/04
Bal Due \$494.02*

Thank you in advance for your immediate attention.

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV80204

INVOICE

Customer

Name Provident Realty Advisors, Inc.
Address 975 One Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 8/2/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - July 2004		
23.5	Lusardi - (Dallas, TX)	\$175.00	\$4,112.50
19	Laureland - (Dallas, TX)	\$175.00	\$3,325.00
28	Simpson Stuart - (Dallas, TX)	\$175.00	\$4,900.00

Fah

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$12,337.50
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$12,337.50

Office Use Only

evd

Thank you in advance for your immediate attention.

Tony

Kathy I. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV90204

INVOICE

Customer

Name Provident Realty Advisors, Inc.
 Address 1200 Three Lincoln Centre 5400 LBJ Freeway
 City Dallas State TX ZIP 75240
 Phone (972) 239-8373

Date 9/2/2004
 Order No. _____
 Rep Bill Fisher
 FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - August 2004		
45	Laureland - (Dallas, TX)	\$175.00	\$7,875.00
39	Simpson Stuart - (Dallas, TX)	\$175.00	\$6,825.00

PAID
PAID

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$14,700.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$14,700.00

Office Use Only

IN ADDITION WIRED Kathy Nealy 14,500 10-7-04 ORN
PAID \$14,500.00 Check # 1008 10-5-04 ORN

Thank you in advance for your immediate attention.

end

Balance owed \$200.00

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV90204

INVOICE

Customer

Name Provident Realty Advisors, Inc.
 Address 975 One Lincoln Centre 5400 LBJ Freeway
 City Dallas State TX ZIP 75240
 Phone (972) 239-8373

Date 9/2/2004
 Order No. _____
 Rep Bill Fisher
 FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - August 2004		
45	Laureland - (Dallas, TX)	\$175.00	\$7,875.00
39	Simpson Stuart - (Dallas, TX)	\$175.00	\$6,825.00

*Hand 14,000
9/30/04*

Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$14,700.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$14,700.00

Office Use Only

ent

Thank you in advance for your immediate attention.

Kathy L. Nealy & Associates

Dallas, Texas 75232
 214-374-2878 fax 214-374-0715

Invoice No. PROV100404

INVOICE

Customer

Name Provident Realty Advisors, Inc.
 Address 1200 Three Lincoln Centre 5400 LBJ Freeway
 City Dallas State TX ZIP 75240
 Phone (972) 239-8373

Date 10/4/2004
 Order No. _____
 Rep Bill Fisher
 FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - August 2004		
99	Laureland - (Dallas, TX)	\$175.00	\$17,325.00
97	Simpson Stuart - (Dallas, TX)	\$175.00	\$16,975.00

Payment Details

Cash
 Check
 Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$34,300.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$34,300.00

Office Use Only

Thank you in advance for your immediate attention.

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. ODYS110404

INVOICE

Customer

Name Odyssey Residential Holdings, L.L.P.
Address 1200 Three Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 11/4/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
Consulting Services - October 2004			
85	Laureland - (Dallas, TX)	\$175.00	\$14,875.00
93	Simpson Stuart - (Dallas, TX)	\$175.00	\$16,275.00
1	Beau Nash	\$50.00	\$50.00
1	Texas Land & Cattle	\$53.17	\$53.17
1	Pappadeaux Seafood	\$28.87	\$28.87

pd

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$31,282.04
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$31,282.04

Office Use Only

Thank you in advance for your immediate attention.

 * Beau Nash Bar *

182 MEGAN

TBL 103/1 CHK 8346
 OCT05'04 5:21PM

4 @ 11.00
 GL CHAR 2TONE 44.00

WINE 44.00
 Total Due 44.00

TIP 6.00

TOTAL 50.00

ROOM ACCOUNT CHARGE INFORMATION
Kathy L. Neaf
 PRINT GUEST NAME
 ROOM #

(SIGNATURE)

Texas Land and Catt^{le}
 3130 Lemmon
 Dallas, Tx 75219

Server: JIMMY 10/05/2004
 Table 53/1 8:33 PM
 Guests: 2 40045
 Reprint #: 2

1/2 Strings 3.43
 Water (2 @0.00) 6.00
 Iced Tea 1.99
 Trout 12.99
 G1 Clos Du Bois Chard 7.00
 Strip 20.49

Sub Total 45.96
 Tax 3.21

Total 49.17

VISA #XXX(YY)XXXXXXX4151 49.17
 Auth:112.80 Exp 0705

+ Tip: 4.00

= Total: 53.17

Kathy L. Neaf

Balance Due 0.00

Visit us at WWW.TXL.COM
 Round up the family for
 "Kids eat Free!"
 Saturday Only 11-4

--- Check Closed ---

30
L'APPARTEAU SEAFOOD 89
DUNCANVILLE, TX
67071730899

OCT 04, 04

03
APPROVAL
181389

KATHY/L NEALY
*****4151
VISA

SALE
ROC #
301828

1184
TERMINAL #
24008473

REFERENCE
12

FOOD AND BEVERAGE

BASE AMOUNT	\$25.87
TIP AMOUNT	3.00
TOTAL	28.87

Kathy L. Neal

I AGREE TO PAY THE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. ODYS111604

INVOICE

Customer

Name Odyssey Residential Holdings, L.L.P.
Address 1200 Three Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 11/16/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
1	Success Fee Pecan Grove - 2004	\$20,000.00	\$20,000.00

Bill Fisher

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$20,000.00
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$20,000.00

Office Use Only

end

Thank you in advance for your immediate attention.

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. ODYS120504

INVOICE

Customer

Name Odyssey Residential Holdings, L.L.P.
Address 1200 Three Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 12/5/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
	Consulting Services - November 2004		
68	Pecan Grove (Dallas, TX)	\$175.00	\$11,900.00
21	Dallas West Village (Dallas, TX)	\$175.00	\$3,675.00
24	Mesa Homes (Houston, TX)	\$175.00	\$4,200.00
1	Pappadeaux Seafood - Dallas West Village	\$152.94	\$152.94
1	Pappadeaux Seafood - Pecan Grove	\$90.05	\$90.05

PAID

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$20,017.99
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$20,017.99

Office Use Only

end

Thank you in advance for your immediate attention.



PAPPADEAUX SEAFOOD 89
DUNCANVILLE, TX
67871730899

NOV 16, 04

03
APPROVAL
164619

KATHY/L NEALY
*****4151
VISA

SALE 1152
ROC # 235577 TERMINAL # 24009244

FOOD AND BEVERAGE

BASE AMOUNT \$127.94
TIP AMOUNT 25.00
TOTAL 152.94

X Ruthy L. Neal
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY

Dallas West Village

Janned

PAPPADEAUX SEAFOOD 89
DUNCANVILLE, TX
67871730899

NOV 08, 04

03
APPROVAL
162684

KATHY/L NEALY
*****4151
VISA

SALE 1188
ROC # 093879 TERMINAL # 24009258

FOOD AND BEVERAGE

BASE AMOUNT \$80.05
TIP AMOUNT 10.00
TOTAL 90.05

X Ruthy L. Neal
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY

Recan Grove

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. ODYS120504

INVOICE

Customer

Name Odyssey Residential Holdings, L.L.P.
Address 1200 Three Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 12/5/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
Consulting Services - November 2004			
68	Pecan Grove (Dallas, TX)	\$175.00	\$11,900.00
21	Dallas West Village (Dallas, TX)	\$175.00	\$3,675.00
24	Mesa Homes (Houston, TX)	\$175.00	\$4,200.00
1	Pappadeaux Seafood - Dallas West Village	\$152.94	\$152.94
1	Pappadeaux Seafood - Pecan Grove	\$90.05	\$90.05

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$20,017.99
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$20,017.99

Office Use Only

end

Thank you in advance for your immediate attention.



PAPPADEAUX SEAFOOD 89
DUNCANVILLE, TX
67071730899

NOV 16, 04

03
APPROVAL
164619

KATHY/L NEALY
*****4151
VISA

SALE
ROC #
235577

1152
TERMINAL #
24009244

FOOD AND BEVERAGE

BASE AMOUNT \$127.94
TIP AMOUNT 25.00
TOTAL 152.94

X Kathy L Nealy
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY
Dallas West Village

Janned

PAPPADEAUX SEAFOOD 89
DUNCANVILLE, TX
67071730899

NOV 08, 04

03
APPROVAL
162684

KATHY/L NEALY
*****4151
VISA

SALE
ROC #
093879

1188
TERMINAL #
24009258

FOOD AND BEVERAGE

BASE AMOUNT \$86.05
TIP AMOUNT 10.00
TOTAL 96.05

X Kathy L Nealy
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY
Pecan Grove



KATHY L. NEALY

ASSOCIATES

DALLAS, TEXAS 75232 214-374-2978 FAX 214-374-0715

January 18, 2005

TO: Bill Fisher

FROM: Toni Bryant

RE: Aging Report for Odyssey Residential Holdings
Through Tuesday, January 18, 2005

INVOICE	DATE	AMOUNT	PAID	BALANCE	
PROV90204	9/2/04	\$14,700	\$14,500	\$200	Laur/SS
PROV100404	10/4/04	\$34,300	\$15,000		
			\$15,000	\$4,300.00	Laur/SS
ODY110404	11/4/04	\$31,282.04	\$0.00	\$31,282.04	Laur/SS
ODY111604	11/16/04	\$20,000	\$0.00	\$20,000	PecanSuccFee
ODY120504	12/5/04	\$20,017.99	\$0.00	\$20,017.99	Pecan/West/Mesa
ODY010605	1/6/05	\$700	\$0.00	\$700	West
ODY010405B	1/4/05	\$7,557.42	\$0.00	\$7,557.42	KWZ/MASS
TOTAL OUTSTANDING:				\$87,057.45	

* Please submit all payments to the address listed above.

547

E3050 B1 34

BANK OF TEXAS

petreces

DEPOSITS

TOTAL	
THIS CHECK	15000
OTHER	
BALANCE	

NAPLES INVESTMENT CORP INC.

PH. 214-755-2539
3813 MOCKINGBIRD LANE
DALLAS, TX 75205

John Petrecca

John Howard and others



NOT NEGOTIABLE

⑈001547⑈ ⑆11014325⑆ ⑈2880608013⑈

1547

32-1432/1110

8/16/04

111000

1548

NEALY + ASSO

DEPOSITS

TOTAL	
THIS CHECK	2600
OTHER	
BALANCE	∞

NAPLES INVESTMENT CORP INC.

PH. 214-755-2539
3813 MOCKINGBIRD LANE
DALLAS, TX 75205

John Howard and others



NOT NEGOTIABLE

⑈001548⑈ ⑆11014325⑆ ⑈2880608013⑈

1548

32-1432/1110

9/17/04

111000

1549

petreces

DEPOSITS

TOTAL	
THIS CHECK	1110
OTHER	
BALANCE	∞

NAPLES INVESTMENT CORP INC.

PH. 214-755-2539
3813 MOCKINGBIRD LANE
DALLAS, TX 75205

John Howard and others



NOT NEGOTIABLE

⑈001549⑈ ⑆11014325⑆ ⑈2880608013⑈

1549

32-1432/1110

9/17/04

111000

Kathy L. Nealy & Associates

Dallas, Texas 75232
214-374-2878 fax 214-374-0715

Invoice No. PROV91404D

INVOICE

Customer

Name Provident Realty Advisors, Inc.
Address 1200 Three Lincoln Centre 5400 LBJ Freeway
City Dallas State TX ZIP 75240
Phone (972) 239-8373

Date 9/14/2004
Order No. _____
Rep Bill Fisher
FOB _____

Hrs.	Description	Unit Price	TOTAL
	<i>not seen this specified</i>		
	Consulting Services - Outstanding		
	PROV70404 (excluding Lusardi)	\$7,344.02	
	PROV80204 (excluding Lusardi)	\$8,225.00	
	Payments Received		
	8/20/2004	\$10,000.00	
	9/3/2004	\$3,000.00	
1	Balance Due	\$2,569.02	\$2,569.02

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$2,569.02
Shipping & Handling	\$0.00
Taxes State	
TOTAL	\$2,569.02

Office Use Only

1548

NAPLES INVESTMENT CORP INC.

PH. 214-755-2539
3813 MOCKINGBIRD LANE
DALLAS, TX 75205

9/17/04

32-1432/110

Kathy Nealy & Assoc
- Two thousand six hundred and 00/100 -

2600.00



BANK OF TEXAS N.A.
DALLAS, TEXAS
www.bankoftexas.com

J. Fisher

⑈001548⑈ ⑆111014325⑆ ⑈2880608013⑈

ODYSSEY RESIDENTIAL HOLDINGS, LP AAF
ODYSSEY RESIDENTIAL CONSTRUCTION, LP

1200 THREE LINCOLN CENTRE
5430 LBJ FREEWAY
DALLAS, TX 75240

10-04

1023

32-2/1110 TX
254

DATE 10.25.04

PAY TO THE
ORDER OF

Kathy Nealy & Associates

\$ 15,000.⁰⁰

Fifteen thousand dollars & No/100's

DOLLARS

Bank of America



ACH R/T 111000025

FOR ON ACCOUNT

J. A. Ruffolo

⑈001023⑈ ⑆ [REDACTED] 0025⑆ [REDACTED] 2603⑈

GUARANTEE SAFETY
©2004 Bank of America

Security features
are included.
Check for them.

1697

ODYSSEY RESIDENTIAL CONSTRUCTION LP
5420 LBJ FRWY STE #1235
DALLAS, TX 75240

DATE 7-5-05

32-115 484
1110

PAY TO THE ORDER OF Kathy Nealy & Associates

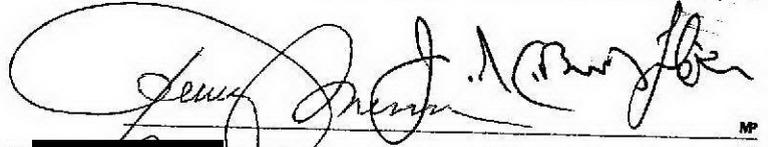
Three thousand five hundred & ¹⁰/₁₀₀s

\$ 3,500.00

DOLLARS  Security Features
Includes Details on Back

 **CHASE**
JPMorgan Chase Bank, N.A.
Houston, TX 77002

FOR payment on acct.



⑈001697⑈ ⑆ [REDACTED] 1150⑆ ⑆ [REDACTED] 3665⑈

CHICORY COURT
SIMPSON STUART, LP
5420 LBJ FREEWAY
THREE LINCOLN CENTRE STE.1235
DALLAS, TX 75240

1022

DATE 5-13-05 32-115 484
111D

PAY
TO THE
ORDER OF

Kathy Nealy & Associates

\$ 2,500.00

Two thousand five hundred dollars & no/100s

DOLLARS  Security Features
Included.
Details on Back.



JPMorgan Chase Bank, N.A.
Houston, TX 77002

FOR on acct.

⑈001022⑈ ⑆ [REDACTED] 150⑆ ⑈ [REDACTED] 09565⑈

CHICORY COURT
SIMPSON STUART, LP
5420 LBJ FREEWAY
THREE LINCOLN CENTRE STE.1235
DALLAS, TX 75240

1021

DATE 5.13.05

32-115 484
1110

PAY
TO THE
ORDER OF

Dallas Future PAC

\$ 2,500.00

Two thousand five hundred dollars - 00/100's

DOLLARS  Security Features
Included.
Details on Back.



JPMorgan Chase Bank, N.A.
Houston, TX 77002

FOR Contribution

⑈001021⑈ ⑆ [REDACTED] 1150⑆ ⑈ [REDACTED] 9565⑈

1021

ODYSSEY RESIDENTIAL HOLDINGS, LP
5420 LBJ FREEWAY
THREE LINCOLN CENTRE, STE 1235
DALLAS, TX 75240

32-115
1110 484

DATE 4.20.05

PAY TO THE ORDER OF Kathy Nealey \$ 2,500.00 ^{no} _{xx}

Twenty Five Hundred Dollars = 20/100

DOLLARS Security Features
See Back

Sandra Cumble

CHASE

JPMorgan Chase Bank, N.A.
Houston, TX 77002

FOR Pay on Acct.

⑆00102⑆ ⑆150⑆ ⑆8165⑆

Belinda Carmikle

From: Saleem Jafar
Sent: Wednesday, April 20, 2005 11:50 AM
To: Bill Fisher; Laura Brown; Belinda Carmikle
Subject: RE: Kathy Nealey Payment \$7500
Attachments: Saleem A Jafar (sjafar@orhlp.com).vcf

I'm having Laura send an email to Nealy's office requesting copies of all bills from the 12/5/05 billing>>current, as none are in our files here.

Belinda: please make Nealy a check in the amount of \$2,500 from ORH's account that Nealy can have picked up today, or mailed out.

Thanks.

Thank you.

Saleem
972-701-5550 direct dial

From: Bill Fisher [mailto:bfisher8@airmail.net]
Sent: Wednesday, April 20, 2005 11:24 AM
To: Laura Brown; Saleem Jafar; Belinda Carmikle
Subject: RE: Kathy Nealey Payment \$7500

She has bills outstanding to us of about \$60K. we need to start sending her something on the accounts. She is not owed zero.

I have discussed the possibility of a substantial billing adjustment form a review of her bills. My hands are tied in doing this until I can get her bills per project from Sept 2004 to current to compare and contrast the charges for each month on each account. This analysis has been raised before and is the only ability we will have to cut these bills back. While we are doing this I promised we would pay something each month on the account. It does not need to be \$7500 but something better than zero until we can raise the billing issue and look for a compromise.

Thanks,

Bill

PLEASE NOTE NEW CONTACT INFO

James R. (Bill) Fisher
 Odyssey Residential Holdings, LP
 Two Lincoln Centre, Suite 1235
 5420 LBJ Freeway
 Dallas, TX 75240
 972-701-5551
 972-701-5562 FAX
 214-755-2539 Cell
bfisher8@airmail.net
bfisher@orhlp.com

4/20/2005

036

From: Laura Brown [mailto:lbrown@orhlp.com]
Sent: Wednesday, April 20, 2005 11:11 AM
To: Bill Fisher; Saleem Jafar; bcarmikle@orhlp.com
Subject: Kathy Nealey Payment \$7500

I received a message today from Toni at Kathy Nealey's office. She wants to know what time to send a courier over to pick up a check for \$7,500. I know nothing about a check.

Thank You,

PLEASE NOTE A CHANGE OF LOCATION & EMAIL ADDRESS

Laura Brown

Odyssey Residential Holdings, LP
5420 LBJ Frwy
Two Lincoln Centre, Suite 1235
Dallas, TX 75240
lbrown@orhlp.com
ph 972-701-5557
fx 972-701-5562

Kathy Nealy Associates

Kathy Nealy & Associates

	Hours	Invoice Date	Amount Due	Paid Date	Paid
Lusardi Inv PROV80204	23.5	8/2/2004	4,112.50		
Laureland Inv. PROV80204	19	8/2/2004	3,325.00		
Simpson Stuart Inv. PROV80204	28	8/2/2004	4,900.00		
Invoice					14,500.00
Laureland Inv. PROV90204	45	9/2/2004	7,875.00	10/5/2004	14,500.00
Simpson Stuart Inv. PROV90204	39	9/2/2004	6,825.00		
balance on inv. #PROV90204 (\$200.00)					
Balance on Inv 70404 & 80204		9/14/2004	2,569.02	9/17/2004	2,600.00
PROV91404D inv# to reflect above					
Laureland inv #PROV100404	99	10/4/2004	17,325.00	10/25/2004	15,000.00
Simpson Stuart PROV100404	97	10/4/2004	16,975.00	11/11/2004	15,000.00
Balance on Inv PROV100404 (4,300.00)					4,300.00
Laureland inv #ODYS110404	85	11/4/2004	14,875.00		
Simpson Stuart inv #ODYS110404	93	11/4/2004	16,275.00		
3 Dinner Charges		11/14/2004	132.04		
Papadeaux Success Fees ODYS110404		11/15/2004	20,000.00		20,000.00
Papadeaux Inv #ODYS120504	68	12/5/2004	11,900.00		
Dallas West Village inv#ODYS120504	21	12/5/2004	3,675.00		11,900.00
Mesa Homes inv.#ODYS120504	24	12/5/2004	4,200.00		
Papadeaux	1	12/5/2004	152.94		152.94
Papadeaux	1	12/5/2004	90.05		90.05
TOTAL	573		122,869.05		83,542.99

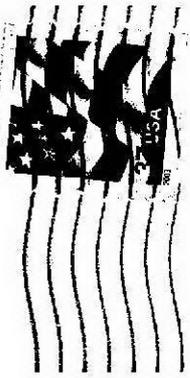
Kathy Nealy Associates

Kathy Nealy & Associates

Invoice	Hours	Invoice Date	Amount Due	Paid Date	Paid
Lusardi Inv PROV80204	23.5	8/2/2004	4,112.50		
Laureland Inv PROV80204	19	8/2/2004	3,325.00		
Simpson Stuart Inv PROV80204	28	8/2/2004	4,900.00		
Laureland Inv. PROV90204	45	9/2/2004	7,875.00	10/5/2004	14,500.00
Simpson Stuart Inv. PROV90204	39	9/2/2004	6,825.00		14,500.00
balance on inv. #PROV90204 (\$200.00)					
Balance on Inv 70404 & 80204			2,569.02	9/17/2004	2,600.00
PROV91404D inv# to reflect above					
Laureland inv #PROV100404	99	10/4/2004	17,325.00	10/25/2004	15,000.00
Simpson Stuart PROV100404	97	10/4/2004	16,975.00	11/11/2004	15,000.00
Balance on Inv PROV100404 (4,300.00)					4,300.00
Laureland inv #ODYS110404	85	11/4/2004	14,875.00		
Simpson Stuart inv. ODYS110404	93	11/4/2004	16,275.00		
3 Dinner Charges					
178 hrs = 8.9 hrs/day x 20 days in the month. NOT creditable.					
196 hrs = 9.8 hrs/day x 20 days with the month. Impossibile.					
Papal Grove Success Fee: ODYS11604		11/16/2004	20,000.00		20,000.00
Papal Grove Inv #ODYS120504	68	12/5/2004	11,900.00		
Dallas West Village inv#ODYS120504	21	12/5/2004	3,675.00		11,900.00
Mesa Homes inv.#ODYS120504	24	12/5/2004	4,200.00		
Papadeaux	1	12/5/2004	152.94		152.94
Papadeaux	1	12/5/2004	90.05		90.05
115 hrs = 5.75 hrs/day x 20 days in the month.					
TOTAL	573		122,869.05		83,542.99

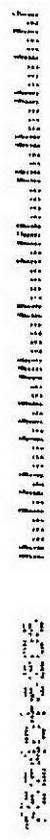
??

KATHY L. NEALY
ASSOCIATES
DALLAS, TEXAS 75232



RECEIVED
7-1-08

Provident Realty Advisors, Inc.
975 One Lincoln Centre
5400 LBJ Frwy
Dallas, TX 75240
Attn: Bill Fisher



Chicory Court Simpson Stuart, LP
5430 LBJ FREEWAY, #1200
Dallas, TX 75240

1

DATE 1-29-05

32-115 484
1110

PAY TO THE ORDER OF Kathy Nealy & Associates

\$ 48,259.07

Forty eight thousand two hundred fifty nine dollars ⁰⁷/₁₀₀'s DOLLARS



CHASE

JPMorgan Chase Bank
Metroplex Dallas Region
2200 Ross Avenue
Dallas, TX 75207

FOR Pecan Grove Consulting Fees

Lane B...
J. N. ...

⑈00000⑈ ⑈1150⑈ ⑈9565⑈

Kathy Nealy & Assoc. #PROV100404	10/4/2004	16,275.00	11/11/2004	15,000.00	1073
balance due K. Nealy #100404(1,975.00)					
Kathy Nealy & Assoc. #ODYS111604	11/16/2004	20,000.00			
Kathy Nealy #ODYS120504	12/5/2004	11,990.05			
Simpson Stuart Inv. PROV90204	9/2/2004	6,825.00			
Kathy Nealy #PROV80204	8/2/2004	4,900.00			
Kathy Nealy #PROV70404	7/4/2004	4,544.02			

unpaid

\$ 48,259.07

0.00	C
0.00	C
20,000.00	+
11,990.05	+
6,825.00	+
4,900.00	+
4,544.02	+
48,259.07	*