

# Fax Transmittal Sheet

Main Office Phone: 214-467-7600

Fax Line: 214-467-7704

We are sending an important message your way.....

Date- 11/10/2004 Time of Sending- \_\_\_\_\_:

Attention : Bill Fisher

Of: \_\_\_\_\_

Fax Number : 972 - 455 - 9297

Number of Pages (Including Cover Sheet): 7

### Sender :

- Dr Darren L. Reagan- Chairman /C.E.O.**
- Allen McGill - President**
- Gail Terrell - Board Member**
- Juneeta Boyd - Chairperson, Scholarship Committee**
- Connie Buford - Coordinator, Job Placement, Board Member**
- Euna Robinson - Chairperson, Legal Redress, Board Member**
- Ryan Milton - Job Placement/Referral, Human Resources**
- Cheryl Malone - Chairperson, Banquet Committee**

Other \_\_\_\_\_

Comments : PLEASE find attached A copy of  
The EXECUTED Contract. I look forward

To having lunch tomorrow @ 12:15pm promptly. As

I mentioned the wife & I was scheduled to be out  
on vacation this week & I asked her permission to reschedule.

**Black State Employees Association of Texas**  
P.O.Box 763773  
Dallas, Texas 75376  
Don't be late. Thanks

**GOVERNMENT EXHIBIT 312**  
3:07-CR-0289-M

## Contract With Independent Contractor

(HOMES OF PECAN GROVE)

### 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 ~~7500-10,000 sq. 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. See Exhibit A (Attached with, incorporated and integrated fully into this agreement).

### 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 \$100,000 total cash compensation through February 2005; \$15,000.00 non-refundable initial payment/retainer; Balance of \$85,000 at closing of the bonds; \$1500 per hour for additional work after February 2005. Also, the The BSEATCDC, 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. Client will pay Contractor according to the following schedule: