

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 05-CR-00519-CEJ
	)	
WILLIAM DAVIDSON,	)	
	)	
Defendant.	)	

**DEFENDANT’S SENTENCING MEMORANDUM**

**I. Introduction**

At first blush this case appears to be overwhelmingly complex. However, thanks to the Presentence Investigation Report, the case can be presented as it is—a relatively straightforward fraud. Mr. Davidson has candidly accepted responsibility, pleaded guilty and spared the Court a long and “drawn out” criminal trial. In this vein, just as Mr. Davidson has honestly admitted to the offense conduct, he likewise candidly objects to various allegations in the PSR.

In short, the crux of Mr. Davidson’s objections is that he defrauded his employer at the same time he was also providing honest services to such employer (the Vincentians). Unfortunately, the Government’s position is to attribute almost every bad business decision ever made by the Vincentians to Mr. Davidson and to argue that Mr. Davidson is the alleged “mastermind” of a great criminal conspiracy. As this Memorandum will show, nothing could be further from the truth.

As stated in the PSR, Mr. Davidson was employed by the Vincentians as a consultant. The Vincentians are a religious order of the Catholic Church. The Vincentians were founded by Saint Vincent DePaul who started life as a noble and lived his life as a pauper serving the needs of the poor. As such, the heart of the Vincentians’ mission is to live a life of self-

sacrifice serving the poor and disenfranchised. The Vincentians are organized into semi-autonomous provinces throughout the United States and the world. The province at issue in this case is the Congregation of the Mission Midwest Province (“Midwest Province”).

The Vincentians in the Midwest Province live in an opulent mansion and operate a fleet of over a hundred vehicles—many of which are luxury vehicles—titled in the name of the Midwest Province. Brother Francis Joseph Hess, who the Government acknowledges was a co-conspirator of Mr. Davidson’s was only charged with the seldom used misdemeanor of opening mail not addressed to him. He had a prolonged sentencing hearing and is awaiting Magistrate Buckle’s decision as to what sentence will be imposed. Like many of his St. Louis brethren, Br. Hess enjoyed a sumptuous lifestyle seemingly contrary to the tenets of St. Vincent de Paul. Br. Hess was the Treasurer of the Midwest Province and he hired Mr. Davidson and was Mr. Davidson’s supervisor.

The Government’s (and the Vincentians’) position is that Mr. Davidson “duped” Br. Hess (the Treasurer for the Vincentians) and the Vincentians. Such an argument is not supported by the facts of the case or even common sense. First, the facts of the case demonstrate that Br. Hess was well aware of all of the actions of Mr. Davidson, supervised Mr. Davidson and even directly participated in the offense. Second, the argument that Mr. Davidson “duped” or conned a religious order over a period of three years to the tune of over two million dollars flies in the face of common sense. The Vincentians are a group of Catholic priests and brothers *all* of whom are highly educated individuals. Many of the Vincentians hold multiple doctorates in a multitude of subjects. Vincentians are not only highly educated but are exceedingly “worldly,” having traveled around the country or world to serve in various “Missions.” The Vincentians employ the best and brightest attorneys to represent their interests. They are not easily duped. It is simply not plausible that Mr. Davidson (armed with a Bachelor’s degree from Central Missouri State University) could *alone*—without the assistance of Br. Hess—have “duped” dozens of highly educated and sophisticated individuals.

In sum, the objections that directly affect Mr. Davidson's sentence and are the subject of this Memorandum can be grouped into five distinct categories, each of which involve various enhancements in the PSR:

- A. That the Intended Loss was Between \$2,500,000 and \$4,000,000. (The intended loss conservatively and without credits is between \$400,000 and \$1,000,000);
- B. That Mr. Davidson was a Leader/Organizer;
- C. That Mr. Davidson Misrepresented he was Acting on Behalf of a Religious Organization;
- D. That Mr. Davidson Should Receive an Enhancement for Abuse of Trust; and
- E. That Mr. Davidson Obstructed Justice.

## **II. Argument**

### **A. The Amount of Loss Without Credits is Between \$400,000 and \$1,000,000**

Due to the fact that the sides are so far apart in terms of loss, Mr. Davidson's sentencing will be driven by what this Honorable Court determines the loss figures to be. Mr. Davidson's position is that the calculations contained in the PSR are not accurate and overstate what the actual or intended loss is. It is Mr. Davidson's position that the total loss conservatively, and without credits would be  $(\$249,999.00 + \$264,682.92) \$514,681.92$ .<sup>1</sup>

Two documents which will aid this Honorable Court in understanding Defendant's position are the Consulting Agreement he entered into with the Vincentians on June 30, 1995 and a unanimously approved resolution from the September 16, 1997 Board Meeting. The consulting agreement sets out what Mr. Davidson's duties will be. In this resolution, the Vincentians gave Br. Hess the authority to "purchase, lease, buy, sell, exchange, convert and

---

<sup>1</sup> The PSR also alleges in paragraph 42 that Mr. Davidson is responsible for illegal profits from the sale of property (that he split with Armbruster) in the amount of \$123,210. To the extent this is true it makes no difference on the "loss category" and in this regard, Mr. Davidson will not belabor this point. Interestingly, the PSR (in ¶ 45) double counts the value of the property \$214,000 plus the profit of \$123,210 even though the Vincentians currently have legal title to the property.

transfer property in the name of and for this corporation and to sign, execute and deliver all papers necessary to effect all or any of the above transactions.” These documents are attached hereto and marked Exhibits A and B respectively.

To aid the Court on this issue, the undersigned will address the loss calculation in order the Offense Conduct is set out in the PSR.

*1. Congregation of the Mission Scheme*

First, the PSR claims that the “[t]he Congregation of the Mission Scheme” resulted in a loss of \$245,668.86. ¶¶ 13 – 20.<sup>2</sup> This figure is inaccurate in these payments were for legitimate services that Mr. Davidson performed on behalf of the Vincentians.

*2. St. Thomas Seminary*

The second alleged “scheme” set out in the PSR is titled “St. Thomas Seminary.” ¶ 21. With regard to this “offense conduct,” the PSR itself never makes mention of any loss and as such Counsel will not belabor this point since there is no loss (or intended loss) associated with this conduct.

*3. St. Mary’s*

The third category of “offense conduct” is titled “St. Mary’s” ¶¶ 22-27. Mr. Davidson objected to these paragraphs in part because it is his position that he is entitled to remuneration—credit—for work performed on behalf of the Vincentians which was not covered by his contract. However, for purposes of this Memorandum Mr. Davidson assumes arguendo that the loss outlined in these paragraphs in the amount of \$249,999.00 could be substantiated.

*4. Lazarist Residence*

The “Lazarist Residence,” mentioned in ¶¶ 28 – 32 is the fourth, and most troubling loss category. Because of the sheer numbers involved, this calculation *drives* the loss calculations. There are *at least* 4 levels at issue.

---

<sup>2</sup> While Mr. Davidson denies this “loss figure” even if it is added into the loss equation it does not change the loss category as the total loss figure is still under \$1,000,000.00

While the conduct in these paragraphs outlines the fact that the construction of the Lazarist Residence may have exceeded the original budget by \$2,390,000 this hardly outlines any type of criminal conduct on the part of Mr. Davidson. Unfortunately the Lazarist Residence (like many construction projects) simply ran over budget. Mr. Davidson does admit that he improperly received payments from three construction companies that performed services constructing the Lazarist Residence. As such the only “loss” attributable to Mr. Davidson as a result of his criminal conduct was receiving these improper payments.

Assuming arguendo that the cost of the residence was inflated by a certain amount—all of the monies received by the loan to pay for the residence went back directly into the bank account of the Vincentians. Further, the loan by Bank of America was fully collateralized (by the property in question) and is being timely repaid. Mr. Davidson had *no* signatory authority over the loan. He had no control over how the proceeds were disbursed. There was no overstatement to any bank on this residence by Mr. Davidson.

Because bonds are involved in the amount of \$7,000,000 and because of the importance of this \$2,390,000 figure for purposes of sentencing this is a rather complicated matter to explain in this Memorandum. Mark Sullivan and Donna Sullivan—who were retained in May of 2007—are in the process of preparing a report which will be submitted to this Honorable Court prior to sentencing. This report will explain in perfect detail why this \$2,390,000 figure is a “red herring” and should not be included as a loss attributable to Mr. Davidson.

#### *5. Vehicles*

Mr. Davidson disagrees that he is responsible for the losses set out in the section titled “Vehicles” in the PSR. ¶¶ 33-35 The amount mentioned in the PSR for “Vehicles” is \$114,000.00.

#### *6. Miscellaneous*

The tax loss cannot be attributable to Mr. Davidson “on top of” the above losses because such a procedure would in essence amount to double counting of the same “losses.”

### **B. Mr. Davidson was never an Organizer/Leader**

Section 3B1.1 provides for a four-point increase in a defendant's base offense level if he or she "was an organizer or leader of a criminal activity that involved five or more participants or was otherwise extensive."

*Nowhere* in the PSR is there a claim that this criminal activity involved five or more *participants*. Based solely on this the four level enhancement should not apply.

U.S.S.G. § 3B1.1. Factors that the Court should consider in determining whether an upward adjustment is appropriate include: the exercise of decision making authority, the nature of participation in the commission of the offense, the recruitment of accomplices, the claimed right to a larger share of the fruits of the crime, the degree of participation in planning or organizing the offense, the nature and scope of the illegal activity, and the degree of control and authority exercised over others. *United States v. Jordan*, 150 F.3d 895, 901 (8<sup>th</sup> Cir. 1998). None of these factors weigh in favor of a determination that Mr. Davidson is a leader/organizer.

As this Court is aware, this is not a criminal drug conspiracy, a Mafia crime family or even a sophisticated white collar criminal enterprise. This case concerns the fact that Mr. Davidson defrauded his employer. While there were others involved in this fraud, this hardly makes Mr. Davidson a leader/organizer on par with a drug kingpin or a Mafia don. Mr. Davidson is far from that characterization.

First, Mr. Davidson had no "exercise of decision making authority." He defrauded his employer and while there were others involved, there was certainly no "command structure" for Mr. Davidson to command. If anything Br. Hess was the "ringleader" of this crime, and the punishment the Government thought was "just" was to charge him with the misdemeanor crime of opening someone else's mail. But for the conduct of Br. Hess, no crime could have been committed. At the change of plea, the Government acknowledged that Br. Hess knew of Mr. Davidson's wrongdoing, and that they both hid *their* wrongdoing from the Vincentian Board.

Second, the nature of the offense mitigates a leader/organizer classification in that if anything Br. Hess (a religious brother employed by Midwest Province of the Vincentians) was the organizer/leader. Mr. Davidson (a lay person) would never have been able to take “one nickel” from his employer without the complicity or at the very least the tacit approval of Br. Hess or others in the Midwest Province. To suggest that Mr. Davidson “duped” over a period of years a highly educated and sophisticated religious order to the tune of several hundred thousand dollars—or millions of dollars as the Government claims—without the tacit approval of persons inside the religious order flies in the face of common sense.

Third, Mr. Davidson never recruited a single accomplice. The others involved in this offense simply became involved on a few sporadic occasions as the “opportunity” presented itself.

Fourth, Mr. Davidson never claimed a right to “a larger share of the fruits of the crime.” Mr. Davidson defrauded his employer. He never recruited anyone to commit a crime and then take a percentage of such person’s illicit proceeds.

Fifth, Mr. Davidson never truly “organized” or “planned” this offense. Mr. Davidson was engaged in sporadic acts as the opportunity presented itself to him.

Finally, Mr. Davidson never exercised any control over anyone but himself. Mr. Davidson, if anything, was under the tacit control of Br. Hess in that everything done by Mr. Davidson was known by Br. Hess and *could have been stopped immediately by Br. Hess* if he so desired.

### **C. Mr. Davidson Never Misrepresented that He Was Acting on Behalf of a Religious Organization**

Section 2B1.1(b)(8)(A) provides for an enhancement if the offense “involved (A) a misrepresentation that defendant was acting on behalf of a charitable, educational, religious, or political organization, or a government agency.” It is somewhat surprising that the

Government did not object to this enhancement since it knows and possesses documentation showing that Mr. Davidson had the full and actual authority to act on behalf of a religious order—everything Mr. Davidson did was done with the full knowledge and approval of the Vincentians.

Further, the purpose of this Guideline is to provide extra punishment to defendants who defraud the general public into providing funds based on the false promises that a defendant is acting on behalf of a religious organization.<sup>3</sup> In this present case, Mr. Davidson never defrauded the general public into providing funds to a religious organization. Mr. Davidson simply defrauded his employer. He never defrauded the general public into providing any funds to a religious order. Similarly, Mr. Davidson never misrepresented that he was acting on behalf of a religious organization for the simple reason that Mr. Davidson was in fact acting on behalf of a religious organization. All of Mr. Davidson's actions were supervised and approved by the Vincentians by and through Br. Hess.

**D. It is Double Counting to Enhance Mr. Davidson's Offense Level by Two Points For Abuse of Trust.**

Section 3B1.3 provides for an Abuse of Trust enhancement unless an “abuse of trust or skill is included in the base offense level or specific offense characteristics.” In other words the “abuse of trust is so central to [defendant's] crime that the abuse of trust would be included” in calculating the crime's base offense level. *United States v. Baker*, 44 F.3d 273, 277 (8<sup>th</sup> Cir. 1996).<sup>4</sup>

Further, an “Abuse of Trust Enhancement” should not apply to every fraud or embezzlement in that “there is a component of misplaced trust inherent in the concept of fraud.” *United States v. Iannone*, 184 F.3d 214, 223 (3<sup>rd</sup> Cir. 1998); *United States v. Koehn*, 74 F.3d 199, 201 (10<sup>th</sup> Cir. 1996)(“In every successful fraud the defendant will have created

---

<sup>3</sup> This is evident by the examples listed in the application notes to this guideline. For instance, the application notes provide three examples of this conduct and all examples concern a defendant defrauding the general public into providing donations to a religious organization and then diverting those funds to the defendant's personal benefit. See Application Note to § 2B1.1(b)(8)(A).

<sup>4</sup> The Eighth Circuit remanded for reconsideration on the issue of whether a police officer should receive an abuse of trust enhancement when the underlying offense involved extortion under color of public office.



confidence and trust in the victim, but the sentencing enhancement is not intended to apply in every case of fraud.”). Mr. Davidson was employed as a consultant for the Vincentians and every facet of what he did was under the supervision of (and with the approval of) the Vincentians. In short, Mr. Davidson was never in a complete position of trust in that he was not only supervised by his employer, but in fact his employer (through Br. Hess and others) knew every facet of every detail of the nature of what actions he was taking.

Additionally, an Abuse of Trust enhancement should not apply in that it would amount to impermissible “double counting.” First, it is axiomatic that there is always an element of abuse to trust in any type of embezzlement. Second, there would be double counting *if* the Court finds that Mr. Davidson misrepresented that he was acting on behalf of a religious organization in that this again inherently would involve an abuse of another’s trust. Therefore, any enhancement for misrepresenting that he was acting on behalf of a religious organization and an enhancement for abuse of trust would be tantamount to Mr. Davidson being punished twice for the same offense.

Here, there is no doubt that Mr. Davidson’s conduct is included in the offense level this Honorable Court ultimately determines at sentencing, so any misplaced trust would be included in these calculations.

#### **E. Mr. Davidson Never Obstructed Justice**

Section 3C1.1, Application note 4(e) provides that a Defendant obstructs justice if he “*willfully* fail[ed] to appear, as ordered, for a judicial proceeding (emphasis added).” In the present case, Mr. Davidson hardly failed to willfully appear in that he was in the hospital on both occasions, once for a heart problem and once because he attempted suicide. This is clearly supported by the record.<sup>5</sup>

This Honorable Court revoked Mr. Davidson’s bond in part as a result of his not appearing in Court on these two occasions. For the last 5 months he has been incarcerated in

---

<sup>5</sup>Mr. Davidson’s conduct should be compared to the conduct in *United States v. Lincoln*, 408 F.3d 522, 526 (8<sup>th</sup> Cir. 2005) wherein the court found that a Defendant did obstruct justice by failing to appear in that the defendant’s only excuse was that he did not “have a ride” to court and lacked access to a telephone.

the St. Louis City Jail, the Lincoln County Jail, the St. Louis County Jail and the Marion County Jail.

The Government claims in its objections to the PSR that Mr. Davidson should lose his acceptance of responsibility because of his failure to appear on two occasions. Hopefully this Honorable Court will see how preposterous this position is and deny the Government's objection outright.

The second rationale for an obstruction of justice enhancement is that a "defendant willfully obstructed or impeded . . . justice during the investigation, prosecution sentencing of the instant offense." Section 3C.1.A. The crux of the Government's position is that "at the time of the plea, many of the accounts which the Government was seeking to forfeit have been depleted of their assets." The PSR then lists a host of money transfers concerning the purchase of a restaurant, transfer of money to an attorney and transfers of money to family members and friends and then jumps to the conclusion that Defendant is hiding his assets. Such an argument is nonsensical in that all of these transactions are an "open book" in that they were all legitimate banking transactions, the records of which are on file with the respective U.S. banks.

This is not a situation whereby Mr. Davidson transferred money to an overseas account or maintained hidden accounts but a situation whereby Mr. Mr. Davidson engaged in legitimate business transactions with friends and family members. Through these records the Government surely understands where the money was transferred to and in this vein it is difficult to understand how a person can hide assets when the disposition of such assets is practically a public record on file with the banks. The last overt act Mr. Davidson is alleged to have committed occurred in 2002. From that time until the Government decided to indict him, Mr. Davidson was not required to put his business dealings on "hold." The Government obviously knows exactly where these funds are and can seize them as part of a forfeiture if need be.

In sum, the simple fact that Mr. Davidson purchased a restaurant and transferred money to an attorney, family and friends does not support the conclusory allegation that Mr. Davidson obstructed justice.

Finally, the comment in the PSR that Mr. Davidson's accounts have been "depleted of assets" only makes sense in that usually when a person is indicted by the federal Government, it understandable that such actions would financially bankrupt any person and deplete all such person's assets.

### **III. Conclusion**

Mr. Davidson requests that this Honorable Court conduct a sentencing hearing requiring the Government to meet its burden regarding the objections he has filed to the Presentence Investigation Report and to allow him to rebut, through testimony and argument, the Government's position.

WILLIAM DAVIDSON

STOBBS LAW OFFICES

BY:

/s/John D. Stobbs II  
John D. Stobbs II, NO. 43052  
E.D.Mo. Number 40623  
307 Henry St. Suite 211  
Alton, Illinois 62002  
Telephone: (618)462-8484  
FAX: (618)462-8585  
Email: [stobbsjohn@hotmail.com](mailto:stobbsjohn@hotmail.com)

WELBY AND RIDINGS LAW FIRM

BY:

/s/Stephen Welby  
Stephen Welby  
1010 Market St. Suite 1720  
St. Louis, Missouri 63101  
Telephone: (314)621-1800  
FAX: (314) 621-4222  
Email: [steve@welbyridings.com](mailto:steve@welbyridings.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on August 30, 2007, a copy of the attached *Defendant's Sentencing Memorandum* was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the following:

Ms. Tracy Berry  
Assistant U.S. Attorney  
111 S. 10<sup>th</sup> Street  
St. Louis, Missouri 63102

STOBBS LAW OFFICES

/s/ John D. Stobbs II  
Attorney for Defendant  
307 Henry St. Suite 211  
Alton, Illinois 62002

**CONSULTING AGREEMENT**

Exhibit  
A

**THIS AGREEMENT** is entered into by and between Congregation of the Mission Midwest Province ("Province") and the undersigned William J. Davidson ("Consultant").

Congregation of the Mission Midwest Province is in the business of administration of religious training and evangelization to the poor;

Congregation of the Mission Midwest Province desires to contract with William J. Davidson to provide general business consulting; financial consulting; fund-raising development and to act as general business liaison to the business community at large ("Province Services") and William J. Davidson, wishes to accept such an appointment;

Congregation of the Mission Midwest Province desires to enter into this Agreement with William J. Davidson for the following reasons:

- (a) Consultant shall continue to give Province first priority service;
- (b) Consultant's prior service has resulted in great benefits to Province, including, but not limited to, new contacts in the business community at large and substantial funds saved and earned;
- (c) Province requests that Consultant devote substantial time and resources to the representation of Province, which historically has resulted in the reduction of Consultant's personal consulting fees in excess of \$150,000.00 per annum and Consultant's firm's fees in excess of \$250,000.00 per annum;
- (d) Province and Consultant are presently involved in numerous projects;
- (e) Due to Consultant's invaluable insight to the administration of Province, it is beneficial to Province that Province and Consultant continue to combine their efforts for the benefit of Province.

**NOW THEREFORE**, in consideration of the premises which are hereby incorporated in the body of the Agreement, and this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Appointment. Province hereby appoints Consultant, effective on the date set forth on Paragraph 1 of Exhibit "A", and continuing thereafter until the period set forth in Paragraph 2 of Exhibit "A" as a Consultant and Consultant hereby accepts such appointment on the terms and conditions set forth herein.

2. Duties. Consultant shall use Consultant's best efforts to perform Province Services.

3. Status. Consultant operates independently as a business entity and has absolute control over the actual performance and results of Consultant's work. Consultant is not relying on Province except to the extent Province is obligated hereunder. Consultant acknowledges that Consultant shall not be considered under the provisions of this Agreement or otherwise as having any employee status with Province for any reason, including but not limited to, withholding taxes, social security and employment contributions, payroll taxes, workman's compensation insurance, or as being entitled to participate in any plans, arrangements or distributions by Province pertaining to or in connection with any pension, stock, bonus, profit sharing, life insurance or similar other arrangement.

5. Expenses. Province shall assume and pay for all expenses related to Consultant's business with respect to his representation of Province.

6. Remuneration. Province agrees to pay Consultant for the performance of Consulting Services to the Province in the amount set forth on Exhibit "A". Until such time as Province has paid Consultant the entire remuneration stated herein, Consultant shall issue an invoice to Province every 30 days, commencing on the date set forth on the First Invoice Date on Exhibit "A", which shall set forth a request for monies. Province shall pay Consultant the amount due within 10 days of its receipt of Consultant's invoice.

7. Confidentiality. Consultant agrees that Consultant shall not disclose to any person, business entity or other the proprietary and confidential information of Congregation of the Mission Midwest Province.

8. Property/Access to Records. Consultant shall hold any property of Province for the account of Province and, on request, shall return such property to Province in as good condition as received, ordinary wear and tear excepted. All records and papers of any kind relating to Province's business shall be the property of Province and shall be surrendered to Province within sixty (60) days of the cessation of the relationship herein. Consultant hereby grants to Province access to Consultant's records to determine compliance with this Agreement.

9. Miscellaneous. This Agreement is assignable in whole or in part by the Consultant with the prior written consent of Province. Subject to the aforesaid, the provisions of this Agreement shall be binding upon and shall inure to the Parties hereto and their respective successors, representatives and assigns. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. No modification or waiver of the provisions of this Agreement shall be effective unless in writing, and no such written waiver shall be applicable except in specific instances for which given. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. The Province cannot terminate this consulting agreement with Consultant at any time during the course of agreement up to and including December 31, 2002. Any legal fees and court costs incurred by the Consultant in enforcement of this consulting agreement, shall be recoverable from the Province. Any causes of action between the Parties hereto shall only have jurisdiction and venue in the State of Missouri and in and for the County of St. Louis. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof, superseding all prior or contemporaneous negotiations, discussions, or preliminary agreements. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect. The exhibit referenced in this Agreement is attached hereto and incorporated herein as if fully set forth.

Congregation of the Mission  
Midwest Province:

By: F. Joseph Hess  
F. Joseph Hess  
Provincial Treasurer  
Date: 6/30/95

Consultant:

008393

By: William J. Davidson  
William J. Davidson

Date: 6/30/95

Exhibit "A" To Consulting Agreement

1. Effective Date: July 1, 1995
2. Termination Date: December 31, 2002
3. (a) Payment shall be based on billing rate of Consultant at the time of the contract, with a minimum of 1200 hours billed per year. Current billing rate of Consultant is \$150 per hour. Consultant shall donate to Province one (1) hour for every ten (10) hours billed.
  - (b) Province shall provide a car not more than three (3) years old, to wit: a Pontiac Bonneville SLE or its equivalent to Consultant along with gasoline, maintenance and insurance. Consultant shall reimburse Province \$250 per month which shall be offset against fees.
  - (c) Province shall continue to provide, at no cost to Consultant, office space in their building, specifically the office currently occupied by Consultant, secretarial services, telephone, copier services, and other related office expenses. If Province is unable to provide office space at its location for the work of the Consultant, it shall provide reimbursement for office space and services. Due to the nature of services provided by Consultant, office space shall be available for use 24 hours a day, seven days a week. Consultant can use telephone, office space and meeting facilities of Province, to conduct business with other clients of Consultant.
  - (d) Travel and related entertainment expenses to business activities of the Province, shall be reimbursed to Consultant.

Congregation of the Mission  
Midwest Province:

Consultant:

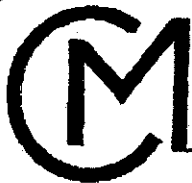
By: F. Joseph Hess  
F. Joseph Hess  
Provincial Treasurer

By: William J. Davidson  
William J. Davidson

Date: 6/30/95

Date: 6/30/95





# Congregation of the Mission

*Vincent Depaul*

MIDWEST PROVINCE 13663 RIDER TRAIL NORTH EARTH CITY, MISSOURI 63045-1512  
PHONE: 314/944-1184  
FAX: 314/944-2888

## CONGREGATION OF THE MISSION MIDWEST PROVINCE A MEETING OF THE BOARD OF THE BOARD OF DIRECTORS September 16, 1996

A scheduled meeting of the Board of Directors was held at 13663 Rider Trail North, Earth City, Missouri; its principal location. The meeting was called to order at 1:00 p.m. Present were William E. Hartenbach, Thomas E. Esselman, Thomas M. Croak, Michael J. Mulhearn, David J. Nygren. Absent was Charles F. Shelby.

William E. Hartenbach proposed the following resolution, which was seconded by F. Joseph Hess.

"Whereas, under the by-laws of the corporation the Board of Directors have full power and authority to purchase, lease, buy, sell, exchange, convert and transfer any and all property in the name of this corporation and to designate the officer or officers to effect any or all of these transactions in the name of and for this corporation,

"NOW, THEREFORE, BE IT RESOLVED THAT this Board of Directors hereby designates:

- Rev. William E. Hartenbach, C.M. - President
- Rev. David J. Nygren, C.M. - Vice President
- Bro. F. Joseph Hess, C.M. - Treasurer
- Rev. Charles F. Shelby, C.M. - Assistant Treasurer

and hereby authorizes and empowers any one of these persons, singly, to purchase, lease, buy, sell, exchange, convert and transfer property in the name of and for this corporation and to sign, execute and deliver all papers necessary to effect all or any of the above transactions."

The resolution was approved unanimously.

There was no further business and the meeting adjourned.

*Thomas E. Esselman*

Thomas E. Esselman  
Secretary