From: "John lewis" <jllaw@sbcglobal.net>
To: "kevin dean" <kjamesdean@yahoo.com>
Sent: Tuesday, April 12, 2005 10:49 PM
Attach: KDAT agreement draft 411[1][2].doc
Subject: Re: West Dallas Village

Hi Kevin attached is the document.

kevin dean <kjamesdean@yahoo.com> wrote:

> John take a look at this letter.
>
> KD
>
> ---
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GOVERNMENT EXHIBIT
137
3:07-CR-0289-M
8/26/2005

ORH ACQUISITIONS LLC
1235 Three Lincoln Center
5420 LBJ Freeway
Dallas, Texas 75240
972/701-5551
972/701-5562 FAX

Kevin Dean
KDAT
PO Box 200455
Dallas, TX 76006

August 26, 2005

RE: Chicory Court—Riverside II, DBA Dallas West Village

Dear Kevin:

Confirming our discussion, you are proposing and we have agreed in principal to the following with your company and Helping Hand Programs, Inc. to be involved with the partnership in facilitating the development of a mixed use mixed income development featuring 250 housing unit and a minimum of 7,500-10,000 SF of retail as part of the development of the NW corner of Bruton and St. Augustine Road, Dallas, TX, Dallas County.

The space in the MU-2 zoning will be considered flex space and will be configured as living units if quality retail is not an alternative. Your assistance and consulting services in aiding with site being zoned and approved for State sponsored tax-exempt bond financing. These approvals must be obtained in a manner consistent with the development timeline.

In consideration for your successful efforts, we are required to make the following payments and accommodates subject to the conditions set forth hereto:

1. Payment of $125,000.00 retainer before 10:00 a.m. April 13, 2005. The remaining amount due of $125,000.00 to be paid within 7 days from date of approval of the project.
2. A vested profits participation in 25% of the GP's share of developer fee, cash flow and residual value to be paid within two business days of receipt of the money by the GP of the partnership in the amount of 20% to KDAT, LLC and 5% to Helping Hand Programs, Inc., so long as they are in good standing and serve as a qualified non-profit sufficient in the sole discretion of ORH Acquisition to convey a sales tax and property tax exemption under Texas law. This applies to the Dallas West Village Project and future development projects as agreed to in this agreement.

3. KDAT have the right to sub contract with the GC on each development listed herein: Pecan Grove in Dallas plus Port Royal and Mission Del Rio in San Antonio plus this Dallas West Village project for the excavation and concrete scope of work subject to a negotiated cost plus bid for the full scope of the job in accordance with the project plans and specifications. Bonding shall not be required. Satisfactory work performance under any current contract must be maintained for addition contract work contemplated herein to remain effective in the normal commercial standard for the industry.
4. In the event of a dispute the parties agree to mediation first and then binding arbitration with the AAA in Dallas County. Law of Texas, enforceable in the City of Dallas shall apply.
5. Participation by Helping Hand Programs, Inc. or KDAT is mandatory for each development.
6. Final approval of all partnership and contractor terms and conditions are the sole purview of ORH Acquisitions LLC and or Odyssey Residential Construction, LP.
7. Nothing in the agreements shall be effective unless or until the zoning case on Dallas West Village, is approved in the City of Dallas.
8. KDAT shall not undertake any activity, expenses or actions under the Dallas West agreement until specifically authorized to so by ORH Acquisitions and only following passage of the case and closing on the land acquisition and land loan for Dallas West Village.
9. KDAT cannot contract with any party on behalf of ORH Acquisitions nor vice versa.
10. 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.

Agreed to this day:

KDAT, LLC

_____
Kevin Dean, President

ORH Acquisitions, LLC

_____
James R. (Bill) Fisher, V. P.