Farrington and Associates
1801 N. Hampton Ste.230 Desoto, TX 75115 (o) 469.916.4415 email: sfarringtonassoc@yahoo.com

November 19, 2004

Brian Potasnik
President
Southwest Housing, Inc.
1510 N. Central Expressway
Dallas, TX 75206

Dear Brian:

Per your request, please find corrections to the Professional Service Agreement submitted to you by my company in late October. The correction reflects November payment as a good faith payment and is deductible from the total contract compensation. Additionally, my company is solely responsible for all contracted consultants related to this project unless otherwise discussed and approved by you or your designee.

If there are additional corrections, please feel free to contact me. I will be available today to pick-up a signed copy contract or at your earliest convenience.

Thanking you in advance for your business.

Sincerely,

Sheila Farrington
President

GOVERNMENT EXHIBIT
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Professional Consulting Agreement
Southwest Housing, Inc.
November 1, 2004

Parties:
This professional consulting agreement is between **Southwest Housing, Inc.**, a Real Estate Development Company; now know as Client and **Farrington and Associates**, a full service urban land use consultant and community strategist management company, now known as Consultant.

Appointment:
In consideration for professional consulting services to be performed by Consultant to Client to coordinate and execute a strategic comprehensive land use redevelopment master plan to connect surrounding corridors to existing and proposed multifamily and mixed-use developments owned by the Client in the Southern sector of Dallas.

The purpose of this plan is to address the public safety concern surrounding existing properties owned by the Client and to provide creative ways to effectively connect new and existing housing communities to neighborhood and community retailers and public services in a safe and enterprising way. This approach will offer the opportunity to reconnected historically neglected communities within the Southern Sector of Dallas to the rapidly emerging economic lifeline of the City of Dallas and provide culturally sensitive approaches to attract appropriate development and retailers to the Southern Sector. The ultimate goal is to make the southern sector an attractive place to live, shop and do business.

Agreement:
The Consultant shall have the exclusive right to act as an independent contractor for such professional consulting services. Such services and representations shall be professional and representative of high ethics and character at all times and must follow the mutually agreed upon guidelines set forth by both parties.

The Consultant will be responsible for making all necessary arrangements in order to create and execute master redevelopment plan. The Consultant will coordinate all necessary expertise to create plan and/or to identify viable partnerships to produce achievable results.

The Consultant will act as a liaison for Client in the following capacities:

- Interface with City officials, local and civic leaders and community stakeholders and produce a synergy regarding the creation and implementation of strategic comprehensive land use master plan

- Attend all necessary City Council meetings, Planning and Zoning meetings and related meetings to achieve a plan that can be executed
- Arrange local, state and communities meetings for stakeholders by-in
- Coordinate, facilitate and mediate community, local and state meetings and tours as required
- Provide bi-monthly reports to client regarding the status of the plan
- Provide 25 hours per week exclusively to the creation and implementation of plan
- Provide public awareness of the plan through public and private mediums (radio, internet, print, etc.) as deemed necessary by both parties
- Provide partnership development including solicitation of potential partnership with non-profit CDC and CHDO organizations and other related entities
- Special event management, project presentation and strategic plan production
- Provide emerging market trends by attending local and nationwide conferences, organizations, accessing new and existing land use publications, websites and other related resources mediums to effectively execute plan (client will provide separate budget to attend conferences, join related organizations and publication subscriptions and consultant must have advance approval by client.)

Target Area:

The targeted area commences at Illinois and Overton Road to the east, Bonnie View Drive north to Kiest Blvd. southwest to Cedar Crest north to Martin Luther King Jr. Blvd. to Malcolm X Blvd. east to Hatcher and south to Interstate 175 and north to Scyene Road.

Results:

The measurable results provided by the Consultant to the Client are as follows:

- Retail development plan for property located at the corner of Overton Road and Bonnieview Road
- Code enforcement on property located on Hatcher and 175 for potential purchase by client
- Create local and state synergy surrounding the construction of a neighborhood high tech public safety facility around client's existing and proposed properties
- Solicit potential partnerships and retailers for retail site
- Inclusion into the Southern Sector Comprehensive plan (including a bus tour with key Councilpersons, City officials and City hired comprehensive plan consultant)
- Creation of collateral material for presentations on proposed project such as schematic of proposed public safety facility and retail development

Terms:
This agreement commences on November 1, 2004 and is eligible for review November 1, 2005 for renewal. Either party can request a six-month review June 2005. Either party can terminate this agreement with 45-days notice. Client is responsible for compensation of agreement until such point of termination, as mutually agreed upon.

Compensation:
Compensation is as follows: The total contract shall be **One Hundred and Seventy five Thousand dollars ($175, 000)** a monthly retainer fee equal installments over a twelve-month period shall commence on the first day of November 2004 with the last payment of the annual contract 12-months later, November 1, 2005.

The consultant will hire an assistant and is also responsible for hiring and securing any other staff necessary to complete the requirements of this agreement. Additionally, client agrees that all phases and other programmatic features will require a separate budget and advanced approval by client or its designee is mandatory.

Retainer fee:
The Consultant will require a monthly retainer fee of $14,583.00 per month commencing on November 1, 2004 paid by Client on the last Wednesday of each month unless otherwise agreed upon by both parties. Check is made payable to Farrington and Associates. Client will pay one month's payment in good faith upon execution of this contract and that amount is deducted from total contract compensation.

Default:
If either party breaches or fail to comply with this agreement or make false representation in the agreement, the party in non-default may seek any relief provided by law.

Agreement of Parties:
This agreement contains the entire agreement between Client and Consultant and any changes must be in writing 30 days prior to amendment(s). This agreement is binding upon the party's signature.

Sheila Farrington

Shelia Farrington, President
The Farrington and Associates

Southwest Housing, Inc.
President, Chairman of the Board or Designee