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

May 5, 2005

Kevin Dean
KDAT Developers LLC
PO Box 200455
Dallas, TX 76006

RE: Dallas West Village

Dear Kevin:

Confirming our discussion, you are proposing and we have agreed 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.

We are entering into a contract to provide services to your company to work on 5 projects. The companies agree to a joint venture on Dallas West Village that shall consist of our company with 85% and your company with a 15% interest in the Dallas West Village and possible future developments. The construction contracted projects included under this agreement are Pecan Grove, Dallas West Village, Port Royal, Mission Del Rio and one additional project that will be named later. If any of the named projects are canceled or not available, then a comparable project will be substituted in for that project. However the entire agreement is conditioned on successful completion of the Dallas West Village zoning case on or before May 15, 2005.

The Dallas West Village project will require contractor work specifically in the areas of site work and concrete. Your two organizations must obtain the support and approval for zoning and State sponsored tax exempted bond financing. The project will be considered flex space and will be configured as residential and retail. All governmental approvals must be obtained in a manner consistent with the development timeline.

GOVERNMENT
EXHIBIT
1253
3:07-CR-0289-M

In consideration for your participation, we are required to do the following subject to the conditions set forth hereto:

1. A vested profits participation in 15% 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 10% 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 to convey a sales tax and property tax exemption under Texas law. This applies only to the Dallas West Village Project and future development projects as agreed to in this agreement.

2. KDAT shall sub contract and become the preferred contractor of choice 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 and one additional project to be named for the site work and concrete work subject to matching the competitive bid for full scope of the job in accordance with the project plans and specifications. Bonding acceptable to our lender and investor in that applies to all subcontractors. Satisfactory work performance under any current contract must be maintained for addition contract work contemplated herein to remain effective in the opinion of Odyssey Residential Construction, L.P.

3. KDAT shall have the exclusive right to name a leasing company that shall be responsible for retail leasing only, along with all renewable leases for the retail portion of the Dallas West Village. The to be named leasing company shall comply with all state and licensing requirement for leasing real estate. All leases are subject to the approval of ORH Acquisition LLC, such approval shall not be unreasonably withheld.

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 listed above and the to be named project.

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 and is subject to the approval of the lender and investor for each development. KDAT must be listed with each lender on the projects as a preferred contractor.

7. Nothing in the agreements shall be effective unless or until the zoning case on Dallas West Village, becomes and ordinance in the City of Dallas. Passage by the Dallas City Council on or before May 15, 2005.

8. KDAT shall not undertake any activity, expenses or actions under the Dallas West agreement until specifically authorized to so by ORH Acquisitions.

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.

Sincerely

ORH Acquisitions, LLC

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

Agreed to this day:

KDAT Developers, LLC

Kevin Dean, President