

ORH ACQUISITIONS LLC

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April 28, 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 joint venture with your company to work assist us on 45 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 125% interest in the Dallas West and possible other future developments. The construction contracted projects included under this agreement are Pecan Grove, Dallas West Village, Port Royal, and 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, this 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 community development, commercial leasing, site work, excavation, and concrete work and final clean up. Your assistance and services in aiding with site being zoned and approved for State sponsored tax exempt bond financing is appreciated. Your two organizations must obtain the support of the Council member in the district and to insure our site is zoned and approved for State sponsored tax exempt bond financing. The space is currently zoned MU-2. The space in the MU-2 zoning, when adopted by the Dallas City Council, will be considered flex space and will be configured as living units if

**GOVERNMENT
EXHIBIT**

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~~quality retail is not an alternative. The project will be considered flex space and will be configured as such.~~ All governmental approvals must be obtained in a manner consistent with the development timeline.

In consideration for your ~~participations~~ successful efforts in Dallas West Village, we are required to do the following subject to the conditions set forth hereto:

1. A vested profits participation in 125% 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 120% 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 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 ~~community development, commercial leasing, site work, excavation,~~ concrete and ~~excavation final clean up~~ scope of work subject to matching the competitive bid for the full scope of the job in accordance with the project plans and specifications. ~~Bonding acceptable to our lender and investor in their sole and absolute discretion are required~~ 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.~~ in the opinion of Odyssey Residential Construction, LP.
3. 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.
4. Participation by Helping Hand Programs, Inc. or KDAT is mandatory for each development listed above and the to be named entity.
5. Final approval of all partnership and contractor terms and conditions are the ~~sole~~ sole purview of ORH Acquisitions LLC and or Odyssey Residential Construction, LP and is subject to approval of the lender and investor for each development..
6. Nothing in the agreements shall be effective unless or until the zoning case on Dallas West Village, becomes an ordinance in the City of Dallas. Passage by the Dallas City Council on or before May 15, 2005.

7. KDAT shall not undertake any activity, expenses or actions under the Dallas West agreement until specifically authorized to so by ORH Acquisitions.
8. KDAT cannot contract with any party on behalf of ORH Acquisitions nor vice versa.
9. 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