

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

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, your company to work on 4 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 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. 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 excavation and concrete work. 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 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 quality retail is not an alternative. All governmental approvals must be obtained in a manner consistent with the development timeline.

**Deleted:** joint venture

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**Deleted:** and one additional project that will be named later

**Deleted:** community development, commercial leasing, site work,

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**Deleted:** ete and final clean up

**Deleted:** Your assistance and services in aiding with site being zoned and approved for State sponsored tax-exempt bond financing is appreciated.

**Deleted:** The space is currently zoned MU-2.

**Deleted:** The project will be considered flex space and will be configured as such.

**GOVERNMENT  
EXHIBIT  
1929  
3:07-CR-0289-M**

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

Deleted: participation

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.

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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, concrete and excavations 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. 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, LP.

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Deleted: final clean up

Deleted: 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

Deleted: in the normal commercial standard for the industry.

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 purview of ORH Acquisitions LLC and or Odyssey Residential Construction, LP and is subject to approval of the lender and investor for each development.

Deleted: sole

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.

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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

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We are entering into a contract to provide services to, your company to work on 4 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 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. 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.

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- Deleted:** The space is currently zoned MU-2.
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In consideration for your successful efforts in Dallas West Village, we are required to do the following subject to the conditions set forth hereto:

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1. A vested profits participation in 1.5% 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 1.0% 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.

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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, concrete and excavations 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, 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, LP.

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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 purview of ORH Acquisitions LLC and or Odyssey Residential Construction, LP and is subject to approval of the lender and investor for each development.

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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

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

Agreed to this day:

KDAT Developers, LLC

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Kevin Dean, President

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We are entering into a joint venture with your company to assist us on 5 projects. The joint venture shall consist of your company with a 25% interest in the developments. The 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.

The Dallas West Village project will require work specifically in the community development, commercial leasing, site work, excavation, concrete 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. The space is currently zoned MU-2. 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.

*Required. No zoning no agreement.*

*NO WAY  
WES  
ONG*

*NO*

Successful effort

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 <sup>15%</sup>~~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 <sup>15%</sup>~~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 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.
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 final clean up 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 <sup>is</sup> must be maintained for addition contract work contemplated herein to remain effective in the normal commercial standard for the industry. <sup>Excavation</sup> <sup>Approval of ORH</sup>
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 purview of ORH Acquisitions LLC and or Odyssey Residential Construction, LP. <sup>Leader consent</sup>
6. Nothing in the agreements shall be effective unless or until the zoning case on Dallas West Village, becomes <sup>an</sup> ordinance in the City of Dallas. <sup>Passage by 5/15/05 is required</sup>
7. KDAT shall not undertake any activity, expenses or actions under the Dallas West agreement until specifically authorized to so by ORH Acquisitions. <sup>and only</sup>
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

**ATTORNEY CONSULTATION AND FEE CONTRACT**

THIS AGREEMENT is made on April 28, 2005, in Dallas, Dallas County, Texas, between ORH Acquisitions, LLC ("Client"), and Lewis & Associates, of Dallas, Dallas County, Texas, ("Attorney"):

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. PURPOSE OF REPRESENTATION**

1.01 The Client hereby retains and employs the Attorney to represent the client in the following matter:

Assist client in with the creation of multi-family mixed-use real estate developments located in Dallas, Houston & San Antonio, Texas. Create development agreements between commercial tenants, community development organizations and client. Assist in developer in all legal matters regarding project development, construction contracts and non-profit organizations involvement.

**II. ATTORNEY'S FEE**

2.01 In consideration of services rendered and to be rendered by the Attorney, the Client agrees to pay for the Attorney's time at the following hourly rates:

Senior Attorney	\$250.00
Associate Attorney	\$200.00
Paralegals	\$85.00

However, if the Client's claim is governed by a statute or law which sets the Attorney's fees, and the law precludes any other fee arrangement other than the amount set by law, then the amount payable to the Attorney shall be limited to the maximum allowed by law.

2.02 The Client agrees to deposit a non-refundable retainer of \$50,000.00 with the Attorney to pay for the Attorney's initial research, review and preparation of the Client's case.

2.03 At the time of each billing, the amount of legal services and expenses billed by the Attorney shall be disbursed from the Attorney's Trust Account to the Attorney's Operating Account.

a. Each billing will reflect the legal services rendered and the deposit necessary to cover the estimated legal services and expenses for the next billing period.

b. The Client agrees to make such additional deposits for expenses as are required by the Attorney within ten (10) days from the statement's date.

c. Unpaid fees and expenses, if not paid within ten (10) days from the statement's date, shall bear interest at the rate of 6 percent per annum until paid.

### III. ASSIGNMENT OF INTEREST

3.01 The Client assigns to the Attorney, an interest to the Client's claim and cause of action, and in any compromise, settlement, judgment, and payment of services, profits or recovery thereon.

3.02 All sums due and to become due are payable at the Attorney's office in Dallas County, Texas.

### IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 The Attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the Attorney represents, as the Attorney deems appropriate. This includes, but is not limited to, the Attorney's prerogative to pursue cash or structured payment settlement negotiations.

4.02. Client grants to the Attorney a power of attorney to handle negotiations and settlement discussions regarding the Client's legal matter to the same extent as fully as the Client could do so in person.

a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to the Attorney and the Client, the Attorney, or to the Client without the joinder of the Attorney, submitted to the Attorney on behalf of the Client in full or partial settlement of this case.

b. This limited power of attorney further authorizes the Attorney to place the monies, referred to above, in the Attorney's trust account and from that trust account, make distributions and payments to the Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by the Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing client, including but not limited to expert witness fees, trial preparation bills paid to outside services, court reporter fees, deposition fees, investigative services, costs of exhibits or other expenses incurred by Attorney on behalf of Client.

4.03 No settlement shall be made without the Client's approval, nor shall the Client obtain any settlement on the aforesaid claims without the Attorney's approval.

4.04 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all monies or other things of value due to the Client under this claim as fully as the Client could do so in person.

## V. REPRESENTATIONS

5.01 It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case and the Attorney has not represented to the Client that the Client will recover all or any of

the funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment.

#### VI. DEDUCTION OF EXPENSES

6.01 All reasonable expenses incurred by the Attorney in the handling of this project shall be paid by Client as incurred.

6.02 The expenses contemplated include but are not limited to court costs, consultants' costs, bonds, records, copy costs, certified copies, transcripts or depositions, telephone calls, duplication costs, photographs, expert and other witness fees, investigation fees, postage, travel, parking, and any other case expenses. The client shall deposit with Attorney an expense deposit in the amount of \$0, which shall be deposited in the Attorney's Trust Account.

6.03 Any expenses not timely paid by Client shall be deducted by the Attorney prior to the Client receiving its interest in the amount set forth in paragraph two (2) above. The Client shall remain liable and promptly pay for all expenses incurred in this representation.

#### VII. COOPERATION OF CLIENT

7.01 The Client shall keep the Attorney advised of Client's whereabouts at all times, and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. The client shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the Client's legal matter.

7.02 The Attorney may, withdraw from the case and cease to represent the Client for any reason, including without limitation: Client's failure to timely pay fees and expenses or deposits in accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject.

It is further understood and agreed between the parties that upon such termination of any services of the Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

#### VIII. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES

8.01 The Attorney may, at the sole discretion and expense of the Attorney, employ any other person or services that the Attorney believes is necessary to help or assist in this legal representation.

8.02 Should it become advisable to refer this matter or any part of this matter to another attorney or law firm, Attorneys will advise Client of any fee-sharing arrangement. This fee-sharing arrangement will include (a) the identity of all lawyers or law firms who will participate in the fee-sharing arrangement, (b) the basis upon which the fees will be divided among the other lawyers, law firms and Attorneys, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made. Attorneys will ask Client to consent to the terms of the fee-sharing arrangement in writing before the referral is made.

8.03 The rights set forth in this agreement are subject to the professional responsibility requirements, which regulate Attorneys.

#### IX. TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

#### X. PARTIES BOUND

10.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns

where permitted by this Agreement.

## XI. LEGAL CONSTRUCTION

11.01 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## XII. PRIOR AGREEMENTS SUPERSEDED

12.01 This Legal Fee Agreement constitutes the sole and only Legal Fee Agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed in this agreement.

### **TAX DISCLOSURE AND ACKNOWLEDGMENT:**

**THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.**

**FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.**

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ORH Acquisitions, LLC

By: \_\_\_\_\_  
James R. Fisher, Vice President

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Lewis & Associates

BY: \_\_\_\_\_  
John Lewis  
2214 Main Street  
Dallas, Texas 75201  
(214) 754-0460  
(214) 754-0028 (telefax)  
Texas Bar No. 12294020

NO RIGHTS

Well thought out!

would it look like what it  
supposed to be?

Legal ISSUES: NO LAWYERS

COURT ISSUE

Agreement to marry

SKC  
DOES NOT know  
ABOUT YOUR involvement  
& ARRANGE.