

**CONSULTING SERVICES AGREEMENT BETWEEN  
CARMEN GROUP INCORPORATED  
AND  
LOUISIANA CONSTRUCTION SYSTEMS, INC.**

This Consulting Services Agreement, dated this <sup>31<sup>st</sup> Oct</sup> ~~27<sup>th</sup>~~ day of October, 2005 ("Agreement"), is by and between LOUISIANA CONSTRUCTION SYSTEMS, INC., having its principal place of business at 700 Sherwood Court, Cedar Hill, Texas 75104 ("Client"), and CARMEN GROUP INCORPORATED, a District of Columbia corporation, having its principal office at 1301 K Street, NW, Eighth Floor East, Washington, D.C. 20005 ("Carmen Group").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. SCOPE OF WORK**

**Section 1.01 Scope.** Carmen Group shall provide government affairs consulting services to Client with regard to business opportunities in the Gulf Coast region of the United States. Specifically, Carmen Group will assist Client in identifying and pursuing federal contracting opportunities with regard to post-Hurricane Katrina clean-up efforts. As part of its effort, Carmen Group will work to arrange meetings between Client and key federal decision makers with regard to pursuing federal contracting opportunities.

**Section 1.02 Nature of Agreement.** This Agreement is a contract for consulting and professional services. As such, there can be no guarantee regarding the outcome or success of any federal, state, or local governmental appropriations, contracting, grant processes or any other initiative undertaken by the Carmen Group pursuant to this Agreement.

**Section 1.03 Project Management.** David Carmen, Carmen Group CEO and Mia O'Connell, Managing Director of Carmen Group's Water, Environment and Transportation Practice, will manage the Carmen Group services being provided to Client. In doing so, they will task and oversee other members of Carmen Group professional staff.



## ARTICLE II. TERM AND PROFESSIONAL FEES

**Section 2.01 Duration.** This Agreement shall be effective on October 27, 2005 and shall continue until October 28, 2006 (the "Term").

**Section 2.02 Monthly Fees.** Client agrees to pay Carmen Group a flat monthly fee of Twenty Five Thousand Dollars (\$25,000) each month during the Term. The first month's fee is due and payable upon execution of this Agreement. Each subsequent month's fees will become due and payable in advance, upon receipt of an invoice. This flat monthly fee covers Carmen Group's labor for work, projects, or initiatives within the Scope of Work set forth in Section 1.01. Any work, projects, or initiatives that exceed the scope of work described in Section 1.01 are not included in the flat monthly fee and must be authorized by Client in writing (letter, email, or fax). Such additional work, projects, or initiatives will be billed by Carmen Group at its applicable hourly rates set forth in Section 2.03 and will be invoiced to Client in addition to the monthly flat fee. Carmen Group shall be under no obligation to perform any work for which payment has not been received.

**Section 2.03 Hourly Rates.** For services outside of any flat fee billing arrangement, Carmen Group will charge Client fees based on the hourly rates of its personnel providing service, multiplied by the number of hours provided. Time is recorded in increments of thirty (30) minutes. The minimum amount of time billed for any assignment is thirty (30) minutes. Carmen Group's published hourly rates range between Seventy Five Dollars (\$75) for junior personnel and Eight Hundred Fifty Dollars (\$850) for the most senior. Carmen Group reviews its hourly labor rates at least annually and reserves the right to adjust these rates at any time to reflect changes in, among other things, Carmen Group's business structure and market conditions.

## ARTICLE III. EXPENSES

**Section 3.01 Out-of-Pocket Expenses.** In addition to the fees set forth in Article II, Client will be responsible for expenses incurred by Carmen Group in fulfilling the contract services. Such expenses include postage, courier deliveries, telephone calls, fax usage, overnight deliveries, photocopying, document design and production, local transportation and Client-authorized travel. Travel by Carmen Group employees and agents will be at Client's request and will be economy class for domestic flights that are four (4) hours or less in duration and business class for flights exceeding four (4) hours duration and for all international flights. Hotel accommodations will be at the same level that Client provides to its executives.

**Section 3.02 Client Setup Fee.** Carmen Group charges a one-time, non-refundable set-up fee of One Thousand Two Hundred Dollars (\$1,200). This fee covers certain internal costs incurred by Carmen Group in establishing and supporting Client's account and includes Federal and State filing fees, telecommunication and teleconferencing access, research and publication charges, and other internal technical support services.

**Section 3.03 Payment for Expenses.** The Client Set Up Fee is due upon execution of this Agreement. Carmen Group will invoice Client at the end of every month for any out-of-pocket expenses incurred within the past month. Payment for such expenses will be due upon receipt of the invoice.

#### **ARTICLE IV. PAYMENTS, LATE FEES AND COLLECTION**

**Section 4.01 Payments.** Client shall direct all remittances via non U.S. Postal Service courier service (e.g., Federal Express, DHL, UPS) to Carmen Group Incorporated, 1301 K Street, NW, Eighth Floor East, Washington, D.C. 20005. Attention: Mr. Michael Russell, CFO (phone: 202/785-0500). Client may also remit via wire transfer as follows:

Wire Instructions  
Fidelity & Trust Bank  
4831 Cordell Avenue  
Bethesda, Maryland 20814  
ABA # 055003405  
Credit Account #10001402

**Section 4.02 Late Fees.** All invoices are due and owing upon receipt. Balances more than 45 days late will be assessed interest at the rate of one and one half percent (1.5%) per month or the maximum legal rate, whichever is less.

**Section 4.03 Cost of Collection.** In the event that Carmen Group has to collect any past-due sums owed under this Agreement, Client shall be responsible for all costs and expenses associated with such collection efforts, including reasonable attorneys' fees, regardless of whether suit is actually filed.

#### **ARTICLE V. TERMINATION**

**Section 5.01 Termination.** Client may terminate this Agreement effective February 27, 2006 by providing Carmen Group at least twenty (20) days prior written notice of its intent to terminate. In such case, Client's obligations hereunder shall cease on

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31<sup>st</sup> CJK  
February ~~27<sup>th</sup>~~ 2006. In the event Client opts to not terminate this Agreement prior to February ~~27<sup>th</sup>~~ 31, 2006, thereafter either party may terminate this Agreement upon ninety (90) days prior notice. Fees for a fractional calendar month shall be prorated on a daily basis.

**Section 5.02 Accrued Balances.** In the event this Agreement is terminated pursuant to Section 5.01, all accrued balances will be due within ten (10) calendar days of termination.

#### ARTICLE VI. CONFIDENTIALITY

**Section 6.01 Confidentiality.** Client shall keep all matters between the parties, including the provisions of this Agreement and any Carmen Group methods, trade secrets or proprietary information, confidential and shall not transfer, communicate, or deliver any such information to a third party, whether or not for compensation, without the express prior authorization of Carmen Group, or as required by law.

#### ARTICLE VII. MISCELLANEOUS

**Section 7.01 Applicable Law.** This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements between District of Columbia residents entered into and performed entirely in the District of Columbia. The exclusive venue for any claim, controversy, or dispute which arises between the parties from or related to this Agreement shall be the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objection to such venue.

**Section 7.02 Federal Lobbying Registration.** The Federal Lobbying Disclosure Act, as amended, and any applicable state or local statute, may require Carmen Group to file and maintain registration and activity reports regarding its lobbyists, lobbying activity, and lobbying income earned pursuant to this Agreement. Client acknowledges that, where Carmen Group, in its sole discretion, deems disclosure necessary, it will disclose Client as a recipient of Carmen Group lobbying efforts.

**Section 7.03 Publicity Right.** In the event Client obtains a construction contract through Carmen Group's efforts, Client agrees to use its best efforts to erect, at the construction sight, a sign, reasonably satisfactory to Carmen Group, identifying Carmen Group as the provider of government relations services to Client. Said sign shall be located in close proximity to any of Client's signs, if any, on the site identifying Client as a contractor on the project and shall be at least of similar size and comparable style to any signs on the site identifying any other service provider (e.g.,

Banks' or Financing Conduits) on the project. Client shall use reasonable measures to ensure that the sign identifying Carmen Group as a service provider remains erect and visible throughout the construction of the project.

**Section 7.04 Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous representation, proposal, warranty, understanding, or agreement, written or oral, regarding such subject matter.

**Section 7.05 No Partnership, Joint Venture, or Employment Relationship.** This Agreement shall not be deemed to create any partnership, joint venture or enterprise, or employment relationship between the parties. The parties understand and agree that Carmen Group is acting as an independent contractor in providing services pursuant to this Agreement, and that Carmen Group shall pay, to the extent required by law, all applicable taxes and other obligations that result from providing services pursuant to this agreement.

**Section 7.06 Assignment.** Client may not assign this Agreement, in whole or part, nor may it delegate its duties hereunder without the written consent of Carmen Group.

**Section 7.07 Amendment and Waiver.** This Agreement may be amended or modified only upon the written consent of the authorized representatives of Carmen Group and Client. The obligations of Carmen Group and Client under this Agreement may only be waived by written consent of the party waiving its rights or obligations.

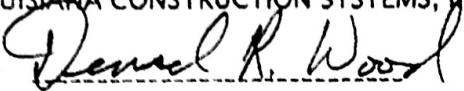
**Section 7.08 Successors and Assigns.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of Client.

**Section 7.09 Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**[Signature Page Follows]**

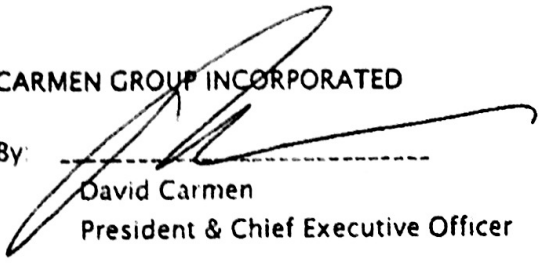
In Witness Whereof, the authorized representatives of the parties have executed this Agreement as of the date first set forth herein.

LOUISIANA CONSTRUCTION SYSTEMS, INC.

By: 

Densel R. Wood  
CEO

CARMEN GROUP INCORPORATED

By: 

David Carmen  
President & Chief Executive Officer