

**l k c**  
Consulting Group

March 3, 2005

Pace Custom Homes LLC

Re: Disadvantaged Business Enterprise and HUB Certification

Dear Richard Pace:

I am please to extend our expertise in assisting your various Disadvantaged and HUB Certifications. This is a very detailed and thorough process. We look forward to the many aspects of our new business relationship.

There are several items needed in the course of this application:

- ◆ Assumed Name Certificate and Tax ID number
- ◆ Birth certificate, Texas Drivers License
- ◆ 3 years of business or personal tax forms from the year 2001, 02, 03 or if 2004 is ready
- ◆ personal financial statement
- ◆ business mailing address, work phone, and email address if you have one
- ◆ a resume that list your education, work experience, licenses, certificates, dollar amount of project/s that you managed,
- ◆ corporate bank resolution and bank signature cards
- ◆ Original and any amended partnership or joint venture agreements

We will walk through this process together, but keep in mind; it will take about 6-8 weeks to get a certification number. We can set up time to discuss the details of the HUB certification. Should you have any questions, feel free to contact me at 469-826-6337.

Best regards,

  
Andrea L. Spencer  
Principal

1409 South Lamar, Suite 703  
214-485-0811  
214-485-1684 Fax  
andrealco@grandecom.net

**GOVERNMENT  
EXHIBIT  
1280  
3:07-CR-0289-M**

**L<sup>R</sup>k<sup>E</sup>c**  
Consulting Group

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CONSTRUCTION MANAGEMENT,  
MARKETING AND PROFESSIONAL  
SERVICES AGREEMENT

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*Prepared exclusively for*  
**PACE CUSTOM HOMES, LLC**

Prepared by:  
The LKC Consulting Group, Andrea L. Spencer  
1409 South Lamar, Ste. 703 - Dallas, Texas 75215  
Proprietary & Confidential

# PACE CUSTOM HOMES, LLC PROPOSAL

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## CONSTRUCTION SERVICES AGREEMENT

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This professional consulting agreement is between *PACE CUSTOM HOMES, LLC*, a Real Estate Development Company, now know as Client and, *LKC Consulting Group*, a full service Construction & Business Management full service urban land use consultant, community strategist consulting company, now known as Consultant.

In consideration for professional consulting services to be performed by Consultant to Client to coordinate and execute a strategic comprehensive construction management and administrative master plan to deliver professional and competently to Clients.

LKC offers design-build, construction management, and a broad-spectrum business/marketing service. Our group consists of architects, engineers, project managers, land use designers and estimators, to fulfill all your project needs. We assist from project design inception, initial budgeting, financing, land acquisition, permitting/zoning, scheduling, bid procurement, final cost control, value engineering, quality control, to project completion and Owner occupancy. We strive to make our clients enjoy building experience as much as we do.

Your projects will be managed with expert care by our team of design and management professionals resulting in better control of design, construction costs and completion schedules.

Our customer service attitude allows us to build trust and success with our clients. We provide assurances and initiate the most cost efficient and time effective approach to each project without sacrificing quality service.

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## TERMS OF AGREEMENT

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The Consultant shall have the exclusive right to act as an independent contractor for such professional consulting services. The Consultant will work with the Client in making all necessary arrangements in order to create and execute construction and development initiatives. The Consultant will coordinate and work with Client to create forward planning for Client and to identify viable partnerships to produce achievable results.

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

- ◆ client total representation;
- ◆ liaison to local and state agencies;
- ◆ attend all necessary City Council, Planning and Zoning and related meetings;
- ◆ construction project planning, design/build and scheduling;
- ◆ procurement, cost control & budgeting;
- ◆ contract administration & insurance planning;
- ◆ marketing and business strategies;
- ◆ on-site contractors coordination;
- ◆ quality control;
- ◆ health & safety provisions coordination
- ◆ swppp plan coordination
- ◆ Arrange local, state and communities meetings for stakeholders by-in
- ◆ Coordinate, facilitate and mediate community, local and state meetings and tours as required

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### ATTAINABLE RESULTS

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The Consultant will deliver measurable results provided to the Client in the following areas:

- ◆ Bi-monthly reports on phases of on-going projects or as needed;
- ◆ Subcontractor and Vendor management;
- ◆ Review of development plans and associated cost;
- ◆ Consult on new construction and rehab projects as required;
- ◆ Execute business strategy and marketing efforts to enhance full capabilities of RA-MIL.

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### EFFECTIVE DATE & COMPENSATION

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This agreement commences on March 7, 2005 and is eligible for review March 1, 2006 for renewal. Either party can request a six-month review September 1 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.

**Retainer fee:**

The Consultant will require a retainer fee of \$5000 commencing on March 15, 2005 paid by Client on the last Wednesday of each month unless otherwise agreed upon by both parties. Check is made payable to The LKC Consulting Group.

