



CONSULTING AGREEMENT

THIS AGREEMENT made this 1st day of September, 2004 by and between BD Ventures, LLC , a Maryland corporation hereinafter referred to as (Owner) and The Sanchez Group, Inc. dba TSG, hereinafter referred to as ("Consultant").

WITNESSETH THAT:

WHEREAS, the Consultant is knowledgeable and experienced with respect to managing real estate construction projects; and

WHEREAS, the Owner desires to retain the Consultant to provide construction consulting services on behalf of the Owner and the Consultant desires to be so retained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, the parties hereby agree as follows:

1. CONSULTING SERVICES

Consultant agrees that during the Term of this Agreement, he will hold himself ready to render to the Owner such advisory and consulting services with respect to the management of real estate construction projects as may be requested from time to time by the Owner.

2. TERM: TERMINATION

(a) Term. Unless terminated in accordance with the provisions of clause (b) hereof, the initial term of this Agreement shall commence as of SEPT.1ST 2004 (the "Effective Date") and continue until December 1, 2005. Thereafter, this Agreement shall be renewed automatically for periods of one year unless terminated sooner in accordance with the provisions of clause (b) hereof. (The initial term and all subsequent periods shall be referred to as the "Term").

(b) Termination. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement immediately upon the happening of any of the following events, whichever shall first occur:

- (1) The death of the Consultant;
- (2) The permanent disability of the Consultant;
- (3) The Consultant's failure to maintain professional standards in accordance with Section 5.
- (4) The conviction of the Consultant of any offense punishable as a felony;
- (5) By either the Consultant or the Owner upon thirty (30) days' written

notice to the other party with or without cause.

- (6) The mutual written consent of the Owner and the Consultant; or
- (7) Upon breach of default by the Consultant or the Owner in the due observance or performance of any of such party's duties or obligations under this Agreement, if such default or breach shall continue for a period of fifteen (15) days after written notice thereof to the party in default or breach.

(c) Rights upon Termination. Upon termination of this Agreement for any reason, the Consultant shall be entitled to receive any unpaid Fees prorated through his date of termination.

3 FEES

(a) Fees. During the Term, the Owner shall pay the Consultant the amounts set forth on the Schedule of Fees attached hereto as Exhibit "A" and made a part hereof.

(b) Fee Amendments. Should the Owner and the Consultant agree from time to time on increases or decreases in the Consultant's Fees, such changes shall be reduced in writing and duly signed by an authorized officer of the Owner and by the Consultant, and shall constitute an amendment to this Agreement as of the date thereof. Consideration for adjustment of the Consultant's Fees will occur after six months from the Effective Date of the original term.

4. INDEPENDENT CONTRACTOR

Owner and Consultant acknowledge and agree that Consultant is acting as an independent contractor and not as an employee of the Owner. The Consultant shall not be entitled to participate in the insurance programs, pension or profit-sharing plans, and such other "fringe benefits" as may be made available from time to time by the Owner to other persons in its employ.

5. PROFESSIONAL STANDARDS

The Consultant shall perform his duties under this Agreement in accordance with such recognized standards of ethics and practice as may from time to time be applicable to real estate construction project managers.

6. INDEMNIFICATION

(a) The Owner shall indemnify, defend, and hold the Consultant, his employees and agents (if any) harmless from and against any and all claims, losses, damages, liabilities, obligations, deficiencies or injuries of any kind or character (including, without limitation, attorney's fees and costs of defense) resulting from or arising out of any act or omission of the Owner, its agents or employees.

7. MISCELLANEOUS

(a) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and undertakings of every kind and nature between them with respect to the subject matter hereof, and no party hereto shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement or that which may be on a date subsequent to the date hereof duly set forth in a writing signed by the Consultant and the OWNER, or which is otherwise provided for in this Agreement and Exhibits.

(b) Notices. All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when hand-delivered, or when mailed in the United States Post Office, registered or certified mail, postage pre-paid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change or notice of address shall be effective only upon receipt.

(c) Captions: Invalid Provisions and Construction. The captions in this Agreement are for convenience only and shall not be considered part of this Agreement. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other person or circumstances shall not be deemed affected. Each personal pronoun shall include the masculine, feminine and neuter genders, and the singular shall include the plural and the plural the singular, if the context so requires.

(d) Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. This Agreement may not be assigned or subcontracted as to the Consultant by the OWNER without the prior written consent of the Consultant, or by the Consultant without the prior written consent of Foundation.

(e) Amendment. Except as otherwise provided herein, this Agreement shall not be amended except by writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

(f) Waiver of Breach. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any other party hereto.

(g) Governing Law. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONSULTANT

By: *Brian Dain*

Title: *Managing Partner/Owner*

Alfonso Sanchez
Name: The Sanchez Group, Inc.
Address: Alfonso P. Sanchez, Chairman
333 CHAMPIONS COURT
AVON LAKE, OH 44012

SSN/Tax ID#: 338-26-0445

Federal Employer

ID-number-34-18638998

EXHIBIT A

SCHEDULE OF FEES

The undersigned hereby agrees that the Fees due Alfonso P. Sanchez, dba, The Sanchez Group (TSG) under Section 3(a) of the foregoing Consultant Agreement shall be:

- 1. The Consultant will be paid \$15,000.00 monthly BEGINNING SEPT. 1ST 2004.
- 2. The Consultant shall be entitled to reimbursement for all reasonably related expenses in conjunction with the performance of his duties during the life of the Agreement, as approved by ANTHONY DELFRE.
- 3. The Consultant shall also be entitled to receive a lump sum payment in addition to his normal Fees and expenses, upon completion of assigned projects, according to the following criteria:
 - a. Assigned projects completed on or ahead of schedule (as may be adjusted for change orders and scope of project) THE CONSULTANT WILL RECEIVE a \$40,000.00 BONUS.
 - b. Assigned projects completed on or under budget (as may be adjusted for changes to the GMP) THE CONSULTANT WILL RECEIVE AN ADDITIONAL \$40,000.00 BONUS

The determination as to whether any of the foregoing criteria have been met so as to justify payment shall be made upon the recommendation of ANTHONY DELFREY.

Executed as of the 1st day of September, 2004.

By:

Brian K. Davis

Managing Partner/Owner

THE SANCHEZ GROUP

TITLE:

BY:

ALFONSO P.SANCHEZ dba, THE SANCHEZ GROUP
CONSULTANT