

PROFESSIONAL SERVICES AGREEMENT

The parties to this agreement are JM Clay & Associates, a consulting consortium organized under the laws of the State of Texas, with its principal place of business in Houston, Harris County, Texas and RHJ Environmental & Construction, Inc. also RHJ and Associates, Inc., organized under the laws of the State of Texas with its principal place of business in Houston, Harris County, Texas hereinafter referred to as RHJ Companies.

I. Duration

This contract will be effective for a period of 12 months commencing October 15, 2003 and terminating October 15, 2004 to be reviewed and renewed annually. Either party may terminate this contract upon thirty days written notice.

II. Professional Services

JM Clay & Associates for the consideration provided in paragraph III agrees to provide to RHJ Companies management and consulting services throughout Texas and the U.S. Said services will relate to business development, and marketing outreach to attract new client bases and other duties as may be assigned by RHJ Companies authorized contact Eva Jackson. The described services will consist of unlimited consultation for the life of the contract period, focusing on market share enhancement in the construction community domain exclusive of engineering and architecture.

JM Clay & Associates shall have an exclusive consultancy relationship with RHJ Companies and shall be prohibited from providing the same or similar business development services to any other organization for the duration of the contract. RHJ Companies further agrees to pay JM Clay & Associates 2% of net revenue of each project. RHJ Companies shall not be prohibited from establishing a relationship with other consultants.

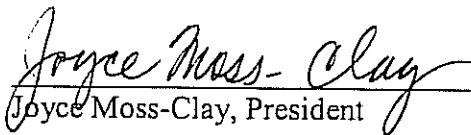
III. Consideration

RHJ Companies will pay a monthly retainer fee of \$2,000 to JM Clay & Associates for services described on paragraph II plus a daily rate of \$500 outside of the Houston area for consultation and travel on behalf of RHJ Companies. Said payments will be made payable to JM Clay & Associates and addressed to 3618 Elmcrest Drive, Houston, Texas 77088. The company shall pay the Consultant on or before the 15th day following the month for which services were performed. JM Clay & Associates will deliver an invoice on or about the last day of each month.

IV. Disability or Incapacity

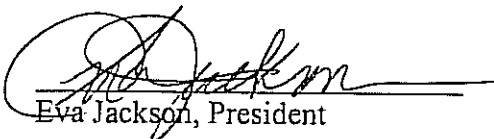
The services provided in this contract by JM Clay & Associates are of a highly unique character, in that, Mrs. Joyce Moss-Clay is a nationally recognized expert in the field of business development and educational services. Therefore, it is expressly agreed and understood by RHJ Companies that because of the unique quality of these services that if Joyce Moss-Clay should become disabled or incapacitated for any reason, to the extent that she is unable to perform the services contemplated by the parties, this contract will become null and void upon the date of said disability or incapacity. In the event that a dispute should arise between the parties as to herein contemplated, it is agreed by both of the parties that a competent licensed physician, agreeable to both, will make the determination.

JM Clay & Associates


Joyce Moss-Clay, President

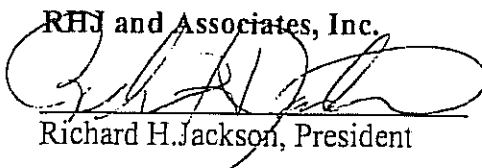
10/21/03
Date

RHJ Environmental & Construction, Inc.


Eva Jackson, President

10/14/03
Date

RHJ and Associates, Inc.


Richard H. Jackson, President

14 OCT 03
Date