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June 15, 2004

Ms. Kathy Nealy, President
Kathy L. Nealy & Associates
1211 Willow Glen
Dallas, TX 75232

Re: Letter of Agreement

Dear Ms. Nealy:

This letter serves as an agreement regarding the opportunity of BearingPoint, Inc. ("BearingPoint" or "We") obtaining a contract with the Dallas County Clerk's Recording Division for implementation of the Recording, Indexing & Imaging System. BearingPoint commits to compensate Kathy L. Nealy & Associates ("Kathy Nealy" or "You") in the amount of Fifty-thousand Dollars (\$50,000.00) during the contract period in order to sponsor a marketing program. BearingPoint and Kathy Nealy are collectively referred to herein as the "Parties."

Responsibilities. BearingPoint expects Kathy Nealy to provide the following services in exchange for compensation:

1. Provide input into a marketing program;
2. Meet with title companies to make them aware of the new service to pursue the selling of the records; and
3. Request community /neighborhood organizations, business organizations (eg., Dallas Chamber of Commerce), ethnic organizations, political organizations, labor organizations, and professional associations (eg., serving Dallas Bar Association) to tell their membership about the new service.

Effective Date. The effective date of this letter of agreement is the date on which both Parties have executed this letter of agreement.

Project Timeline. The contract period will begin on October 26, 2004, should BearingPoint be awarded the contract.

Entire Agreement. This letter of agreement is the entire agreement of the Parties with respect to the subject matter hereof and supercedes any previous agreement with respect to the subject matter hereof. Any amendments to this letter of agreement must be in writing and duly executed by both Parties.



Authority to Sign. BearingPoint, Inc. and Kathy L. Nealy & Associates each represent that the individual who signs this letter of agreement has the requisite authority to do so and to bind it to the terms and conditions of this letter of agreement.

If these terms meet with your approval, this document will serve as our binding letter of agreement. Please sign both letters, keeping one for your records and sending one back to me in the enclosed self-addressed stamped envelope. Should you have any questions or need more information, please do not hesitate to contact me at 512.542.5341. I look forward to working with you.

Sincerely,

Helena J. Tantillo
Managing Director
BearingPoint, Inc.

ACKNOWLEDGED AND AGREED TO THIS _____ DAY OF JUNE 2004:

Signed: _____
Kathy Neely, President
Kathy L. Nealy & Associates

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