

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is entered into this 28th day of February, 2004 by and between Sheldon M. Pekin and J.R.A Investments, LLC to memorialize their understandings with respect to various consulting services which J.R.A Investments, LLC has already performed for Sheldon M. Pekin and which J.R.A Investments, LLC agrees to perform in the future.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Sheldon M. Pekin is engaged in the business of marketing private equity and other investment funds to institutional investors including pension systems.
2. Sheldon M. Pekin has agree to retain the services of J.R.A Investments, LLC for the purpose of assisting Sheldon M. Pekin with identifying institutional investors who may have an interest in making investments in the private equity and other investment funds with whom Sheldon M. Pekin maintains a marketing relationship.
3. J.R.A Investments, LLC hereby agrees to introduce Sheldon M. Pekin or to attempt to introduce Sheldon M. Pekin to various institutional investors whom J.R.A Investments, LLC believes may be interested in exploring entering into investment relationships with Sheldon M. Pekin's clients. J.R.A Investments, LLC shall also perform any other reasonably related consulting services which Sheldon M. Pekin may request. J.R.A Investments, LLC shall devote such time to these activities as is requested by Sheldon M. Pekin and agrees to otherwise make himself reasonably available as required to effectuate Sheldon M. Pekin's marketing activities.
4. The term of this Agreement should be two years during which time either party may terminate the Agreement upon thirty (30) days written notice to the other party. At the expiration of two years, unless the Agreement was previously terminated, the term may be extended upon mutual agreement of the parties.
5. Consideration for J.R.A Investments, LLC's services shall be payable solely as a percentage of total investment funds committed to Sheldon M. Pekin's clients by institutional investors introduced through J.R.A Investments, LLC's efforts. Sheldon M. Pekin hereby agrees to pay to J.R.A Investments, LLC, out of Sheldon M. Pekin's own funds, 1% percent of the funds investors identified by J.R.A Investments, LLC commit to and actually invest with Sheldon M. Pekin's clients. The actual timing and method of payment of J.R.A Investments, LLC's fees shall be determined in advance by Sheldon M. Pekin and J.R.A Investments, LLC at the time each investment relationship facilitated by J.R.A Investments, LLC's consulting services is finalized.

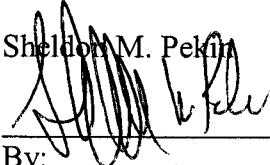
6. The parties hereby agree to retain confidentiality as to the terms of this Agreement Absent a legal requirement to disclose the existence or terms of this Agreement to any third party, neither Sheldon M. Pekin or J.R.A Investments, LLC shall do so without first obtaining written consent from one another.

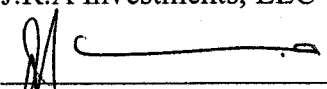
7. This Agreement shall terminate either upon (1) the expiration of its term, (2) thirty days written notice from the party wishing to terminate the Agreement, or (3) the death or disability of J.R.A Investments, LLC. Any payments owed to J.R.A Investments, LLC under the terms of this Agreement not received prior to the expiration of the Agreement shall be paid to J.R.A Investments, LLC or his designated beneficiary or estate under payment terms identical to terms which would have been applicable had the payments been paid to J.R.A Investments, LLC.

8. It is agreed that J.R.A Investments, LLC is being engaged as an independent contractor and not as an employee or agent of Sheldon M. Pekin. All tax obligations arising out of the receipt by J.R.A Investments, LLC of any payments under this Agreement shall be J.R.A Investments, LLC's sole responsibility. Under the terms of this Agreement, J.R.A Investments, LLC has no implied or actual authorization to bind Sheldon M. Pekin or Sheldon M. Pekin's clients to any agreements whatsoever. Furthermore, any payments paid by Sheldon M. Pekin to J.R.A Investments, LLC hereunder are payments in connection with J.R.A Investments, LLC's activities on behalf of Sheldon M. Pekin and not on behalf of Sheldon M. Pekin's clients and shall not be construed as having been paid by client's of Sheldon M. Pekin.

9. The Agreement represents the entire understanding between Sheldon M. Pekin and J.R.A Investments, LLC with respect to the matters dealt with herein. All disputes if any arising under this Agreement shall be submitted to binding arbitration under the auspices of the American Arbitration Association. The parties further acknowledge that the Agreement shall be governed by Illinois law. To the extent arbitration is ever required, the Arbitrator shall have no authority to alter, modify or delete any term of this Agreement. All expenses associated with any such proceeding shall be shared equally by the parties with each party solely responsible for their own attorney's fees.

IN WITNESS WHEREOF, the parties agree to be bound hereto.

Sheldon M. Pekin

By: _____

J.R.A Investments, LLC

By: _____