

My check for \$375.00 plus the appropriate documents are enclosed herein. I have also completed Parts B and C below.

_____ 4. Review a single loan file and supporting documents PLUS refer to MBES's staff lawyers for a review of **possible legal causes of action**. Thereafter, I will have an oral consultation of up to one hour with the reviewing **MBES** staff. My check for \$500.00 plus the appropriate documents are enclosed herein. I have also completed Parts B, C and D, below.

_____ 5. Review a single loan file and supporting documents PLUS refer copy of complaint letter by borrower or lawsuit by borrower to MBES's staff lawyers for a review and determination of possible **legal defenses to complaint letter or lawsuit**. Thereafter, I will have an oral consultation of up to one hour with the reviewing **MBES** staff lawyer. My check for \$500.00 plus the appropriate documents are enclosed herein. I have also completed Parts B, C and D, below.

_____ 6. I wish to retain **MBES** to supply on-going consulting services up to and including supplying expert witness testimony. I have completed Part D.

B. Documents Included Herein

1. _____ Loan File
2. _____ Payment History
3. _____ Servicing Notes
4. _____ Complaint Letter
5. _____ Operative Document in Lawsuit (usually, original complaint)
6. _____ clients explanation of problems/issues

that there is no conflict, then LAW FIRM agrees to retain the services of **MBES** on the LEGAL MATTER as stated below.

1. Description of Services

MBES agrees to perform the following services (please initial which services LAW FIRM wish to retain):

_____ to act solely as a CONSULTANT for such material mortgage banking issues as are relevant to the LEGAL MATTER.

_____ to act as a CONSULTANT and then, upon designation by LAW FIRM, to become an EXPERT WITNESS with regards to the LEGAL MATTER. In connection with such services **MBES** agrees to perform all such work as is necessary to be able to consult with LAW FIRM as an expert witness with respect to **MBES'S** findings. **MBES** agrees to verbally report its staff's findings and conclusions to LAW FIRM and, if requested, **MBES** will prepare a written report of said findings and conclusions. **MBES** also agrees to assist in deposition and trial preparation by supplying the appropriate qualified expert staff member to testify.

2. Payment to MBES

Before commencing work, LAW FIRM and an MBES staff member will discuss a proposed work plan, including which expert(s) from its roster would be the best to represent LAW FIRM'S client in the LEGAL MATTER. Thereafter, MBES will prepare an estimate of fees and costs (the "ESTIMATE"). The written ESTIMATE will then be sent to LAW FIRM along with the proposed scope of work. If this ESTIMATE is acceptable to LAW FIRM, LAW FIRM will be asked to sign the extra copy of the ESTIMATE and return it, along with a retainer of \$2,000.00. The executed acceptance of the ESTIMATE and the retainer is required before work on the LEGAL MATTER, other than the initial consultation, will commence. LAW FIRM'S account will be billed on a monthly basis. The full amounts owed on outstanding accounts are due within 30 days on invoicing. Accounts overdue one month or more will be charged an additional service charge of 1.5% of the unpaid balance per month. In addition, **MBES** reserves the right to stop work on LAW FIRM'S LEGAL MATTER if LAW FIRM'S account is 60 days or more delinquent. Furthermore, delinquent accounts will be turned over for professional collection. The costs of collection, including any attorney's fees and expenses will be

added to the LAW FIRM'S outstanding balance and be subject to the monthly service charge.

Upon completion of MBES'S role in the LEGAL MATTER or termination of this agreement, a final accounting and invoice will be rendered. Final payment of all fees and costs will then be due 30 calendar days after the invoice is rendered to LAW FIRM. Should there be any unused portion of the retainer, it shall be reimbursed to LAW FIRM.

3. Expenses of MBES

MBES shall be entitled to reimbursement from LAW FIRM for all reasonable "out-of-pocket" expenses. These include, but are not limited to, transportation costs, room and board, copying, preparation of trial exhibits, if necessary, etc. If any large unanticipated cost is encountered, MBES agrees to inform LAW FIRM and obtain LAW FIRM'S consent for the expenditure prior to incurring such a cost.

4. Retention of Experts

LAW FIRM recognizes and agrees that all experts referred to it by MBES are under contract to MBES and, as such, LAW FIRM agrees not to attempt to hire or retain any expert on its own initiative, now or in the future, whose name it has obtained from MBES. The parties agree that the services rendered by such experts are unique and that money damages for a breach of this CEWA will not adequately compensate MBES. As such, if such a breach should occur, MBES will be entitled to obtain not only monetary damages, but also injunctive relief.

5. Termination

This CEWA only concerns the LEGAL MATTER stated above. Either party may terminate this CEWA upon thirty (30) days written notice to the other party. Said termination need not be for "cause." Upon termination, a final accounting and invoice will be rendered. Final payment of all fees and costs will then be due 30 calendar days after the invoice is rendered to LAW FIRM. Should there be any unused portion of the retainer, it shall be reimbursed to LAW FIRM

6. Confidentiality

MBES agrees that, other than provided by law, it will at no time or under any circumstances, directly or indirectly, disclose or communicate information LAW FIRM has supplied to it for work on the LEGAL MATTER to a third party, or use it for its own

benefit without the prior written permission from LAW FIRM. However, **MBES** may disclose such information to those who may be working on the case, in order to perform its obligations under this agreement. **MBES**, and those it has retained to perform work for LAW FIRM, all agree that they will protect all such information provided by LAW FIRM and treat it as strictly confidential.

LAW FIRM does acknowledge and agree that **MBES** may keep the names of the borrowers in question, addresses of the subject properties and lender/broker involved in its data base SOLELY for the purposes of conflict checking in the future.

7. Return of Records

Upon completion of the assignment with LAW FIRM or termination of this agreement, **MBES** will return all documents that were received from LAW FIRM, and are in **MBES'S** possession or under its control unless LAW FIRM requests in writing that **MBES** properly shred LAW FIRM documents.

8. Entire Agreement

This CEWA contains the entire agreement between LAW FIRM and **MBES** and there are no other promises or conditions in any other agreement whether oral or written. This agreement concerns only the LEGAL MATTER, above and in no way supersedes any prior written or oral agreements concerning other cases between the parties.

9. Amendment

This agreement may be modified or amended only in a writing signed by signed by both parties.

10. Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

11. Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waver or limitation of that party's right to subsequently enforce and this agreement.

12. Applicable Law

The laws of the State of California shall govern this agreement. Any disputes will be litigated in the Superior Court of the County of Marin, State of California.

So Agreed.

Dated: _____

By: _____

(Please Print Name & Title)