

RETAINER AND NON-DISCLOSURE AGREEMENT FOR FORENSIC DOCUMENT EXAMINATION AND FORENSIC APPRAISAL REPORTS

Dear Homeowner(s)

The purpose of this Engagement Letter together with any and all exhibits hereto, the (“Agreement”) is to set forth the *terms and conditions* upon which parties have agreed. LEX CONSULTING, LLC with an address at 1818 Library Street, Suite 500, Reston, Virginia 20190 will perform a Forensic Document Examination and Forensic Appraisal on behalf of Homeowner(s) _____, with an address at _____.

Responsibilities

Homeowner(s) have enlisted the services of Lex Consulting, LLC to review mortgage transaction documents. Lex Consulting, LLC will review said documents and prepare Forensic Reports, which will disclose any possible tortuous conduct, local, state and federal regulatory compliance and other mortgage related issues. Homeowner will need to execute this Engagement Letter, prior to Lex Consulting, LLC accepting engagement.

Lex Consulting, LLC will only review documents related to the Homeowner(s) mortgage and closing. Homeowner(s) understand that they will need to send Lex Consulting, LLC in a timely manner, legible copies of all the documents requested, and understand that they should not send any *original documents*, only legible copies that will be needed for Lex Consulting, LLC review. Lex Consulting, LLC will not return these copy documents.

Scope of Services

The following sets forth the scope of this Engagement and summarizes the tasks to be performed. Lex Consulting, LLC will complete a Forensic Document Examination and a Forensic Appraisal of the Homeowner(s) documents, looking for possible Excessive Fees/Charges by the Lender, Deceptive Predatory Lending Practices, and/or other Fraudulent Abusive Mortgage related issues. Lex Consulting, LLC will base our Forensic Reports on the documents Homeowner(s) are able to provide.

Compensation

Lex Consulting, LLC will be paid _____ for the above explained services. Homeowner(s) shall remit this payment to Lex Consulting, LLC upon the execution of this Engagement Letter. Payment must be made payable to Lex Consulting, LLC in the form of a money order, cashiers check, wire transfer or credit card. This _____ payment is *non-refundable*. Additional Fees may apply for a second Mortgage Document Examination and a Forensic Appraisal on the same property, or on transactions needing Emergency Services.

Confidentiality

Accordingly, Lex Consulting LLC shall not use any information submitted by, Homeowner(s) for any other purpose but conducting an audit and analysis exclusively to be provided to Homeowner(s). Lex Consulting LLC shall keep all such information confidential, and shall safeguard and protect the

confidentiality of such information. Lex Consulting LLC shall protect all of Homeowner(s) information as confidential and shall protect it against disclosure to any third parties.

Similarly, Homeowner(s) agrees that Lex Consulting LLC’s documents, questionnaires, and reports are Lex Consulting LLC’s intellectual property, and Homeowner(s) shall not use any of Lex Consulting LLC’s documents to assist any other homeowner to analyze a mortgage transaction without paying Lex Consulting LLC for a Mortgage Document Examination and a Forensic Appraisal, and shall not provide Lex Consulting LLC’s documents to anyone or any entity whatsoever. Homeowner(s) is authorized and licensed to use Lex Consulting LLC’s documents and reports only for Homeowner(s) benefit in re-negotiating, challenging, or rescinding Homeowner(s) mortgage(s), including sharing these with any attorney working on Homeowner(s) behalf, but for no other purpose.

Entire Agreement

This Agreement and the terms and conditions herein, shall constitute the entire agreement and the complete understanding between Lex Consulting, LLC and the Homeowner(s), unless amended by a subsequent instrument signed by Lex Consulting, LLC and the Homeowner(s). The laws of the Commonwealth of Virginia shall govern this Agreement.

The provision of Services listed herein by Lex Consulting, LLC and the Homeowner(s) pursuant to and in reliance upon this Agreement, absent any written objection by the Homeowners) prior to the rendering of said Services, shall constitute acceptance by the Homeowner(s) of all the terms, exhibits and conditions of this Agreement and this Agreement shall be enforceable against the parties in accordance with the terms herein.

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible. No waiver of any breach of any of the provisions of this Agreement shall be deemed a waiver of any other breach of any provisions hereof, unless in writing and then only to the extent expressly set forth in writing.

We thank you for the opportunity to work with you on this project and look forward to a mutually beneficial professional relationship.

It is understood that the undersigned agrees to the information contained herein, and honors this agreement.

In witness whereof, the above named parties hereto have caused this Agreement to be executed and have hereunder set their hands, as of this day and year written below.

Signed and subscribed this date: _____.

HOMEOWNER

LEX CONSULTING, LLC

HOMEOWNER