

ENGAGEMENT LETTER

This is the written agreement ("Agreement") to provide legal services is made and entered into this _____ day of _____, _____, by and between Kased Law, PLLC, and _____ ("CLIENT"), concerning a Short Sale of the property owned by the CLIENT at _____ ("PROPERTY) subject to and conditioned upon the following:

RECITALS

WHEREAS KASED LAW, PLLC is in the business of providing an analysis of real estate-secured debt and examining the potential for restructuring real property-secured debt and negotiating and completing Short Sales of real property securing debt and

WHEREAS Client wishes to employ KASED LAW, PLLC to negotiate the terms of a workout agreement and/or payoff settlement with their current lender(s), investor(s), servicer(s) and or assigns. Client authorizes KASED LAW, PLLC to negotiate with their current lender(s), investor(s), servicer(s) and or assigns to restructure the current debts in a way that will allow CLIENT to complete a Short Sale of the PROPERTY

WHEREAS, CLIENT understands and hereby acknowledges that no particular result has been promised or guaranteed to CLIENT by KASED LAW, PLLC, and that no prediction of a result has been made;

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, KASED LAW, PLLC and CLIENT do hereby understand, covenant and agree as follows:

- 1. CONDITIONS.** This Agreement will not take effect, and KASED LAW, PLLC will have no obligation to provide legal services, until CLIENT returns a signed copy of this Agreement to KASED LAW, PLLC, and KASED LAW, PLLC communicates in writing to CLIENT that KASED LAW, PLLC has accepted the engagement.
- 2. PROVIDE COMPLETE AND TRUTHFUL INFORMATION.** CLIENT shall provide KASED LAW, PLLC, in a timely fashion, all information requested by KASED LAW, PLLC reasonably necessary to perform the Services outlined above. Timely fashion is defined as within 5 business days of a request. Failure by CLIENT to provide KASED LAW, PLLC all information so requested within 5 business day's execution hereof shall constitute a waiver by KASED LAW, PLLC of any obligation for performance hereunder. CLIENT expressly represents and warrants to KASED LAW, PLLC that he/she/they will at all material times, provide KASED LAW, PLLC with information that is accurate and true to the best of their knowledge and belief. CLIENT hereby agrees to defend and hold harmless KASED LAW, PLLC from and against any liability of any nature whatsoever arising out of or in connection with CLIENT's breach, in whole or in part, of the representations and warranties herein contained.
- 3. SCOPE OF SERVICES.** CLIENT is retaining KASED LAW, PLLC to represent CLIENT in a fiduciary capacity, using its best efforts and expertise, so as to complete a Short Sale of the PROPERTY:

CLIENT UNDERSTANDS THAT THE SERVICES ABOVE ARE THE ONLY SERVICES THAT CLIENT IS REQUESTING KASED LAW, PLLC TO PERFORM ON CLIENT'S BEHALF. CLIENT UNDERSTANDS THAT KASED LAW, PLLC IS NOT BEING HIRED TO REPRESENT CLIENT IN ANY COURT PROCEEDING, LAWSUIT, BANKRUPTCY, OR TO PROVIDE ANY TAX ADVICE, AND CLIENT DOES NOT EXPECT KASED LAW, PLLC TO REPRESENT CLIENT IN ANY LAWSUIT, FILE BANKRUPTCY FOR CLIENT, OR TO INTERVENE IN ANY FORECLOSURE PROCEEDING AND STOP ANY FORECLOSURE PROCEEDING IF ONE IS PENDING. CLIENT ALSO UNDERSTANDS THAT KASED LAW, PLLC'S SERVICES DOES NOT INCLUDE NEGOTIATION OF ANY OUTSTANDING LIENS WHICH INCLUDES BUT IS NOT LIMITED TO PROPERTY TAX LIENS. IF CLIENT REQUESTS SUCH SERVICES OR SUCH SERVICES ARE RENDERED, THEY ARE TO BE RENDERED ONLY UNDER A SEPARATE RETAINER AGREEMENT.

4. LEGAL FEES AND OTHER CHARGES. KASED LAW, PLLC will incur various costs and expenses in performing legal services under this Agreement. Upon successful negotiation of a short sale payoff, a one time flat fee of \$2,950.00 or 1% of the purchase price, whichever is greater, will be payable to KASED LAW, PLLC, and such fee shall be inclusive of all costs and expenses for which KASED LAW, PLLC may be reimbursed. This fee will be paid from the lenders' proceeds from the Short Sale, and will be reflected on the HUD I Settlement Statement upon closing. CLIENT shall not be liable, obligated or responsible to pay any fees, costs or other remuneration to KASED LAW, PLLC unless a short sale closes. This engagement letter is still valid and KASED LAW, PLLC will still be entitled to their legal fees for a period of one (1) year for any sale or transfer of this property due to the successful negotiation.

5. THIRD PARTY SERVICES. It is understood that KASED LAW, PLLC may or may not utilize the services of a third party for certain aspects of the Short Sale process. The fiduciary relationship established herein between CLIENT and KASED LAW, PLLC will extend to any such third party, as an agent of KASED LAW, PLLC.

6. DISCLAIMER OF GUARANTEE. CLIENT understands that nothing in this contract and nothing in KASED LAW, PLLC's statements to CLIENT shall be construed as a promise or guarantee about the success or outcome of CLIENT's case. KASED LAW, PLLC will use its best efforts as an expert and specialists in the field, to successfully negotiate a Short Sale payoff(s) for CLIENT. If CLIENT is delinquent on his mortgage(s), KASED LAW, PLLC may make an attempt to prevent CLIENT's home from being foreclosed during the Short Sale process. CLIENT understands that KASED LAW, PLLC is not being retained to intervene in any foreclosure proceeding or to stop any foreclosure proceeding if one is pending. KASED LAW, PLLC does not guarantee that the CLIENT's lender(s) or creditor(s) will approve a payment for less than the full amount due on the loan. CLIENT understands that every effort will be made to obtain full release/payoff status of my loan, and KASED LAW, PLLC cannot guarantee that the lender will not pursue a deficiency judgment against CLIENT in the event the lender does not accept offer as payment in full.

7. ADDITIONAL RESPONSIBILITIES OF THE PARTIES. KASED LAW, PLLC will provide those legal services reasonably required to represent CLIENT in connection with the matters described in Paragraph 3 of this Agreement. KASED LAW, PLLC will take reasonable steps to keep CLIENT informed of progress and developments and to respond promptly to inquiries and communications. CLIENT agrees to be truthful with KASED LAW, PLLC, to cooperate with

KASED LAW, PLLC, to keep KASED LAW, PLLC informed of any relevant information and developments, which may come to CLIENT's attention. CLIENT agrees to keep KASED LAW, PLLC informed of CLIENT's address, telephone number.

8. CONFLICTS OF INTEREST. CLIENT is aware that the KASED LAW, PLLC represents other entities and individuals that will result in a potential conflict between any one or more individual CLIENTs. CLIENT has evaluated this potential conflict and has chosen to proceed with the representation for CLIENT's own reasons, including the desire to reduce legal costs and to provide for a consistent legal representation of CLIENT's matters. In addition, the CLIENTs are aware that the KASED LAW, PLLC represents and has represented parties which will provide services to CLIENT as a result of this Agreement and that such representation may cause a conflict of interest with CLIENT.

CONFLICT WAIVER. KASED LAW, PLLC MAY HAVE AN INTEREST IN AND MAY HAVE REPRESENTED PARTIES, SPECIFICALLY THIRD PARTY DESCRIBED IN PARAGRAPH 5, WHICH HAVE CAUSED AND CONTINUE TO CAUSE A CONFLICT OF INTEREST WITH THE REPRESENTATION TO BE PROVIDED BY KASED LAW, PLLC TO CLIENT. KASED LAW, PLLC WILL MAKE ALL REASONABLE EFFORTS TO RESOLVE ANY CONFLICTS IN THE INTEREST OF THE CLIENT, BUT IN CERTAIN CIRCUMSTANCES CONFLICTS MAY BE UNAVOIDABLE AND KASED LAW, PLLC WILL BE FORCED TO DECLINE REPRESENTATION OF THE CLIENT AND THE CLIENT WILL BE REQUIRED TO SECURE ADDITIONAL COUNSEL. CLIENT ACKNOWLEDGES THE EXISTENCE OF THE CONFLICTS AND WAIVES SUCH CONFLICTS BY RETAINING KASED LAW, PLLC TO THE EXTENT THAT THEY DO NOT MATERIALLY ADVERSELY AFFECT THE CLIENT AND CLIENT ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY KASED LAW, PLLC TO AND HAS HAD THE OPPORTUNITY TO SEEK OTHER COUNSEL AND HAS DONE SO OR HAS DECLINED TO DO SO.

9. DISCHARGE AND WITHDRAWAL. CLIENT may discharge KASED LAW, PLLC at any time upon written notice to KASED LAW, PLLC. KASED LAW, PLLC may withdraw from representation of CLIENT for good cause and upon reasonable notice to CLIENT. Notwithstanding KASED LAW, PLLC's withdrawal or its discharge by CLIENT, CLIENT will remain obligated to pay KASED LAW, PLLC for the successful completion of a Short Sale under Section 4 of this Agreement.

10. NEGOTIABILITY OF FEES. Any individual fees quoted by KASED LAW, PLLC are not set by law, but are negotiable between KASED LAW, PLLC and CLIENT.

11. JURISDICTION: Each party understands, acknowledges, and consents to Michigan Jurisdiction in any matter involving CLIENT'S Short Sale process. Although CLIENT may reside in another state, the parties agrees that CLIENT'S case and this Agreement shall be handled, governed by and construed according to the laws of the State of Michigan.

12. ENTIRE AGREEMENT. This Agreement contains the entire Agreement of the parties regarding its subject matter. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

13. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. **MODIFICATION OR WAIVER BY SUBSEQUENT AGREEMENT.** This Agreement may be modified, and any provision hereof may only be waived, by subsequent agreement of the parties only by a written instrument signed by both of them.

15. **RECITALS.** The Recitals set forth in this Agreement are an integral part of this Agreement, and are to be considered as such in connection with any interpretation or construction of this Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND AGREE THAT THESE TERMS GOVERN THE RELATIONSHIP BETWEEN THEM AS OF THE DATE OF ITS EXECUTION AND EFFECTIVENESS, BEING THE DATE FIRST SET FORTH ABOVE.

CLIENT

KASED LAW, PLLC

Borrower

Date

Ziyad Kased, Attorney

CoBorrower

Date