

## **CONTRACT FOR PROFESSIONAL SERVICES**

The undersigned \_\_\_\_\_, individually and on behalf of the firm of \_\_\_\_\_ (collectively "we") hereby retain Capital Enhancement Corporation ("Capital") in order to secure the litigation support services of Alford C. Sinclair ("Sinclair"), in the case titled: \_\_\_\_\_ under the terms and conditions specified as follows:

- 1) We will pay Capital a retainer of \$3,000: this retainer will be held in trust, by Capital, against the final invoice for this engagement; any unearned amount greater than a \$600 minimum charge will be promptly refunded by Capital. This retainer and an executed copy of this Contract for Professional Services are to be received by Capital prior to the initiation of any services by Sinclair.
- 2) We will pay Capital an hourly fee for all time spent by Sinclair reviewing documents, preparing reports, traveling, conferring by telephone or in person, being deposed, or appearing in court. The fee will be calculated at the rate of \$300 per hour.
- 3) We will reimburse Capital for normal and reasonable out-of-pocket expenses incurred, such as travel, lodging and shipment of documents.
- 4) When Sinclair is required to travel more than seventy-five miles for deposition or trial appearances, travel costs and fees equal to eight hours work for each day are to be paid in advance.
- 5) All statements for time charges and reimbursable expenses are due upon receipt from Capital, and will accrue interest at the rate of 1.5% per month if payment is not received within 31 days of the billing date. It is understood and agreed that the undersigned will be responsible for collection and/or payment of all deposition fees and reimbursable expenses when Sinclair is being deposed, regardless of any agreement to the contrary by opposing attorneys.
- 6) We agree to give reasonable notice of trial dates and depositions, and to pay a cancellation fee equal to four hours fees should a scheduled appearance by Sinclair be postponed or canceled with less than twenty-four hours notice.
- 7) This contract shall be governed by the laws of the State of Florida. In the event Capital finds it necessary to retain an attorney to enforce this contract, we agree to pay Capital's attorney's fees and costs.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2007

By: \_\_\_\_\_

**Please make checks payable to Capital Enhancement Corporation, 5345 Ortega Boulevard, Suite 9, Jacksonville FL 32210  
Tax ID #59-2848823**