

EXPERT WITNESS ENGAGEMENT AGREEMENT

This agreement, made this _____ day of _____ 2004, by and between Alexander Gordon, IV, (hereinafter referred to as "Expert Witness"), and _____

(hereinafter referred to as "Client"). The subject of this agreement is captioned as follows:

_____ and it is pending or to be pending in the following court:

The Expert Witness has been requested to review certain files and other information and be prepared to testify on Client's behalf in the above pending litigation. The purpose of this agreement is to memorialize the understanding of the parties with respect to such testimony.

Wherefore, in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned **COVENANT AND AGREE** as follows:

1. The Expert Witness shall be provided within 10 days of the date of the is agreement with the following:

- a. All necessary documents to review.
- b. All necessary pleadings to date in the above captioned or related proceedings.
- c. Copies of any relevant depositions, discovery or papers prepared by other experts in this case.
- d. An engagement retainer check in the amount of \$3,500.00 to be provided as set forth in this agreement.

2. Upon receipt of the relevant documents, the Expert Witness will commence a prompt review of said documents. At the conclusion of said review the Expert Witness will consult with Client or Client's regular attorney, as the case may be, to verbally discuss this case. No written report, at that time, shall be furnished.

3. After reviewing the documents provided, if Expert Witness determines, from such additional documents, that a conflict or potential conflict exists and that Expert Witness can not act as such in the matter, Expert Witness shall bill for time spent to date, refund to Client the balance, and such representation shall end at that time. If Expert Witness is willing to act as an expert but Client declines further services, the engagement fee becomes entirely non-refundable. If, based on the oral report, at conclusion of said investigation either Client or Expert Witness desire to withdraw from this agreement, they may do so without further liability to one another, except that the engagement fee is non-refundable if Expert Witness is not needed by Client.

4. For purposes of this agreement, where activities are billed on a timed basis, such time shall include telephone time, research time, conference call time, preparation of reports and letters

and any other time reasonably relating to such activities.

5. Legal time shall be billed at an hourly rate of \$325.00 per hour. Legal time includes travel time, research, telephone consultations, document review, etc.

6. Where disbursements have been incurred by the Expert Witness, such disbursements shall be billed to client as follows: mileage at a rate of .35 per mile, tolls at cost, xeroxing at .25 per copy, fax charge for faxes received at \$1.00 per page and for faxes transmitted at \$1.25 per page, messenger services and the like at cost.

7. Where Expert Witness is required by the adverse party to attend a deposition, in the event that the adverse party neglects or fails to pay for such time, as may be required by the applicable rules, then Client indemnifies Expert Witness for said costs and time.

8. In the event that Expert Witness is called to testify in any court, administrative proceeding or arbitration in the State of Maryland, the per diem charge shall be the greater of \$2,000.00 per day or hourly plus travel time.

9. Where Expert Witness is required to attend a deposition in Maryland such deposition shall be billed at the greater of \$1,500.00 or on an hourly basis, plus, in either case, disbursements for mileage and the like.

10. Where Expert Witness is called to testify in a deposition, any court, administrative proceeding, or arbitration outside of the State of Maryland, in addition to the per diem rate, Expert Witness shall be paid for hotel accommodations the night before at the rate of \$175.00 per night. Where Expert Witness is required to travel more than 150 miles, expenses shall also include business class airfare, round trip, taxi fee or car rental charges.

11. At any time Expert Witness shall have the right to require an additional deposit into his retainer escrow account based on estimated future charges.

12. Any bill which is not paid within 60 days shall thereafter accrue interest at the rate of 1.5% per month.

13. Expert shall not be designated as an expert until this agreement is signed by both parties, documents and engagement fee paid. Designation without these conditions constitutes an agreement to pay Expert a non-refundable engagement fee of \$10,000.00.

This agreement shall be governed, enforced and construed according to the laws of the State of Maryland in Maryland Court. Now witness our hands and seals.

DATED:

Client (SEAL)

Alexander Gordon, IV (SEAL)