

Forensic Audit Documents

Wholesale Audit Working Agreement

Company Name: _____

Contact: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

NE Sales Contact: Dwight Maxwell

The New Earth Foundation, Inc. (hereinafter "NE") is pleased to provide "Mortgage Audit" services to the undersigned "Client", (hereinafter "Client"). This letter of agreement (hereinafter "Agreement") describes the terms on which NE will provide and invoice Client for services.

THIS WHOLESALE AUDIT WORKING AGREEMENT is effective as of _____, 20__ (the "Effective Date"), by and between The New Earth Foundation, Inc. Inc. ("NE"), with its principal office located at ___9856 Ashburn Lake Drive , Tampa, FL 33610_____, and _____ ("Client"), with its principal office located at _____.

Commencing on the Effective Date, NE shall provide Client with Wholesale Mortgage Audit services prepared on behalf of Client from their supplied documentation ("Client Data") and submitted by Client to NE via *facsimile or US mail*. Audits will be performed in accordance with certain compliance review methodology, using an agreed upon list of documents as agreed upon by the parties (which such Audits are hereafter referred to as the "Audit Services").

NE may modify the Audit Services from time to time to reflect changes in applicable law and/or changes in NE's operating procedures.

Client agrees that it is their responsibility to review the validity of any legal claims or determinations stated in the audit and research any and all legal issues outlined in the Audit, including verifying the audit process, applicable laws and findings, before issuing a report to a consumer, or using such report in any court of law, motion, pleading, modification or negotiation process or other legal capacity.

Client may choose to provide a completed Audit to its customers, which may include attorneys and/or consumers, only after a complete review of the Audit has been performed by Client.

The New Earth Foundation, Inc. (NE) makes absolutely no representations and warranties of any kind and takes on no liability for the final Audit report findings, including incorrect findings arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted to perform an Audit.

By accepting and using the services of NE, the "Client" acknowledges that NE is not a law firm and is not authorized to practice law in any state. It is the Client's sole responsibility to review every Audit that has been ordered by Client in order to determine the validity of any legal claims or determinations stated in the Audit.

Any additional services requested by the Client shall be created by NE and billed on a time and materials basis.

Client and NE agree that NE shall provide loan Audit services on an individual basis or on an ongoing basis. All services will be provided under the terms of this Agreement, unless modified and agreed to in writing by both parties.

1. Loan Audit Guidelines: Client will supply NE with all required loan documents, via US mail, express delivery, facsimile, or other mutually acceptable means. A review of Client supplied loan documents will be conducted. Findings and determinations will be limited to the actual documents supplied by the Client. The purpose

of the Mortgage Audit will be to determine if the documents provided to *NE* by *Client* regarding closed mortgage loans comply with Real Estate Settlement Procedures (RESPA), Truth in Lending Act (TILA), Home Ownership and Equity Protection Act (HOEPA), Equal Credit Opportunity Act (ECOA), Uniform Commercial Code (UCC), Fair Credit Reporting Guidelines (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Fair Debt Collection Practices Act (FDCPA), and other applicable guidelines and statutes as determined by *NE*. A Mortgage Audit report will be provided to *Client* detailing the purported violations, if any. *NE* does not collect documentation from consumers. It is up to *client* to provide all necessary documentation and information required for a "mortgage audit" as specified in **Appendix A To Customer Agreement -- Mortgage Audit Questionnaire & Appendix B To Customer Agreement -- Required Document Checklist Form.**

2. Fees:

Forensic Audits

PROGRAM #1 - Base Audit Sales (Optional Excel Form assumed in price, add \$100 if you elect not to use the form)

Less than 5 audits per month:

Price: \$295 per audit (add \$100 per file if you will not use our Excel Intake Form)

PROGRAM #2 - Discount Audit Packages (with completed Mandatory Excel Intake Form – REQUIRED for High Volume)

Package #1 - 5 \$215 each (\$1,075)

Package #2 - 10 \$185 each (\$1,850)

Package #3 - 25 \$175 each (\$4,375)

NOTE: ALL Additional Liens only \$175 (regardless of volume, package or intake method)

Here is the Excel form (takes about 20 – 25 minutes per file). There are videos inside the file with instructions on how to complete the Excel form: <http://www.getnewcreditscore.org/dwight/wholesaler Input Form.xls>

Rush or express audits (48 hours or less) require an additional \$150 fee for all liens. The additional fee should be paid at the time the audit is ordered.

(Optional) – If your client requires an appraisal review, there will be an additional \$150 fee for these files. You should only order an appraisal review if you believe the appraiser falsified the appraisal report, and the appraiser's actions caused the property to be approved when in fact it should not have.

NE provides its Audit services and products on a customary, best-effort basis. Deposits may be collected, are non-refundable and there are no refunds on completed Audits. A \$80 cancellation fee may be charged on submitted Audits that are cancelled before an Audit is performed. Loan Audits conducted on incomplete files may be reprocessed with the submission of additional documents for a \$80 reprocessing fee, if submitted within two (2) weeks of completion of the original Audit.

NE reviews documents and prepares a "Mortgage Audit Report" representing purported lending violations found on First lien loans and Second (or HELOC, piggyback, or subordinate) liens. *NE* reserves the right to modify pricing or its products at any time. Any price or product change will be delivered in writing and take effect 30 days after written notice has been sent to *Client*.

Once payment is received and funds have cleared, your audit report will be ready in 5 business days or less. Note: All files submitted on Friday - Monday will be treated as though they were submitted on the next business day. All files submitted after 2pm est. will be treated as though they were submitted the following business day.

3. Taxes: *Client* will be responsible for paying any sales, use, excise or other taxes (except taxes imposed on *NE*'s income) levied or imposed by any governmental entity or agency on or on account of the provision of services to *Client*.

4. Statement of Account: Audits are paid for in full with the submission of an "Audit Order" and the supporting documentation. If the *Client* fails to pay *NE*, *NE* will not perform the Audit Order. In the event that an Audit is completed, and good funds are not collected, *Client* must render funds immediately or *NE* will terminate *Client* services.

5. Mutual Non-Disclosure: *Client* is given an absolute guarantee that the information obtained by or imparted to our personnel will be held in confidence and will not be released voluntarily to anyone, either directly or indirectly, without *Client's* written consent. Except as otherwise specified herein, neither party shall disclose (i) Confidential Information to any third party unless authorized by the other party in advance in writing; (ii) or disclose Confidential Information to its employees, except to those on a "need to know" basis as necessary for the performance of this *Agreement*.

6. Understandings: *Client* agrees that *NE* does not make and will not make any guarantees regarding the outcome of any Audit or review. *NE* reviews *Client* supplied documentation and performs a Mortgage Audit report, based on the loan information and documentation that has been provided to us by our *Client*.

7. Foreclosure-Related Rescue Service: Pursuant to FL S 501.1377, *NE* is a 501(c)(3) non-profit organization, and does NOT contract with foreclosure related rescue services with a for-profit lender or person facilitating or engaging in foreclosure-rescue transactions. If you believe you may be an individual or entity that would be classified as such, please do not execute this agreement with *NE* (please call 800-704-4228 x90 for an alternative). **All contracts executed with individuals or entities that are deemed to meet the definition of this heading are considered null and void.**

8. Arbitration: *NE* appreciates the opportunity to serve as *Client's* "Mortgage Auditor" and anticipates a productive and harmonious relationship. If, however *Client* becomes dissatisfied for any reason with the services we have performed or the fees charged we encourage our *Client* to bring their dissatisfaction to *NE's* attention immediately. *NE* is willing to discuss any issue that *Client* may have regarding service, accuracy, turn times or pricing and will make every attempt to resolve any issue. Most problems should be remedied through such communication. However, if a dispute arises that cannot be settled, *NE* and *Client* agree to utilize the services of a Florida Licensed Arbitration Service. *Client* agrees that the extent of the extent of the *NE's* liability will be limited to the loss of the fee paid by *Client* to *NE* on the particular Audit.

9. Limitation of Responsibility and Liability: *NE* will not be responsible for damages, theft, loss or delays causes by any subcontractor or other third parties. Should any gross error be made by *NE* in the review or Audit of any Loan file, the extent of the *NE's* liability will be limited to the loss of the fee paid by *Client* to *NE* on the particular Audit.

10. Termination: All parties will have the right to terminate this engagement at any time.

11. Confidentiality

Accordingly, *NE* shall not use any information submitted by, *Client(s)* for any other purpose but conducting an audit and analysis exclusively to be provided to *Client(s)*. *NE* shall keep all such information confidential, and shall safeguard and protect the confidentiality of such information. *NE* shall protect all of *Client(s)* information as confidential and shall protect it against disclosure to any third parties. Similarly, *Client(s)* agrees that *NE's* documents, questionnaires, and reports are *NE's* intellectual property, and *Client(s)* shall not use any of *NE's* documents to assist any other homeowner to analyze a mortgage without paying *NE* for an audit or analysis, and shall not provide *NE's* documents to anyone or any entity whatsoever. *Client(s)* is authorized and licensed to use *NE's* documents and reports only for *Client(s)* benefit in re-negotiating, challenging, or rescinding *Client(s)* mortgage(s), including sharing these with any attorney or agent working on *Client(s)* behalf, but for no other purpose.

12. Other: This *Agreement* and the performance of the services shall be governed by the laws of the State of Florida.

Please sign and return a copy of this Wholesale Mortgage Audit *Agreement* to *NE*. Upon receipt, *NE* will execute and return a signed *Agreement* to Client. Signatures sent electronically will be considered as effective as original signatures.

Accepted and Agreed by the following parties:

1) Signatory Details:

Signatory's Full Name: Dwight Maxwell
Company Name: The New Earth Foundation, Inc.
Address: 9856 Ashburn Lake Drive
Tampa, FL 33610

Phone: 800-704-4228
Fax: 877-702-7286
E-Mail: Dwight@thenewearthfoundation.org

Dwight Maxwell
Signature

2) Signatory Details:

Signatory's Full Name:
Company Name:

Address:

Phone:

Fax:

Mobile:

E-Mail:

Signature

Signed Date: _____

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

- 1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001).
- 2- ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva, May 2000**) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

**MORTGAGE AUDIT QUESTIONNAIRE – Appendix A to Customer Agreement
(If you cannot remember just leave blank)**

Present Lender Name: _____

Lender Loan/Account #: _____

- | | |
|--|----------------|
| Is this your primary residence? | Yes / No / N/A |
| Are you behind on your payment? | Yes / No / N/A |
| If you are in default, in what month/year was your last payment applied (i.e., Feb '09)? | _____ |
| Did you ever try to cancel your loan? | Yes / No / N/A |
| Is the lender listed on your closing papers the same as the lender you pay today? | Yes / No / N/A |
| Did you receive written notification that your loan was being transferred to another servicer transferred? | Yes / No / N/A |
| If you have an escrow account, have you received your annual escrow statement each year? | Yes / No / N/A |
| If you are behind, have you been notified that you can get "written" confirmation of your debt obligation within 30 days of any collection activity? | Yes / No / N/A |
| Did you report disability income on your loan application? | Yes / No / N/A |
| Did you report workmen's compensation on your loan application? | Yes / No / N/A |
| Did you receive your credit scores in writing? | Yes / No / N/A |
| Were any RESPA formal requests sent? | Yes / No / N/A |
| Did lender respond within 20 days of receiving the REPSA request? | Yes / No / N/A |

If you have concerns about your mortgage transaction (i.e., you feel you were misled, defrauded, could never afford your mortgage, last minute changes, etc.), or any other concerns regarding your mortgage experience with your lender, please write a brief summary below about your experience:

Borrower's Signature

Date

REQUIRED DOCUMENT CHECKLIST FORM – Appendix B to Customer Agreement

Mortgage Disclosure Audit

- Customer Agreement (Optional)
- Mortgage Audit Questionnaire
- Excel Input Form – SEND THIS BY **EMAIL** (Optional)

- Send ALL Closing Documents – below is a list of some of the key documents:**
 - Affiliated Business Arrangement Disclosure
 - Appraisal at the time of Application – (please provide if you think your appraisal was done in error)
 - CHARM Disclosure (if ARM Loan)
 - Collection Notice/Correspondences from Lender's Attorney or Sheriff - if any
 - Credit Score Disclosures
 - ECOA Statement - Equal Credit Opportunity
 - Escrow Analysis
 - Good Faith Estimate(s)
 - High Cost Mortgage Disclosures
 - Home Equity Brochure (for open-end line of credit)
 - HUD1 and Addendums from Closing
 - Investigative Consumer Report Disclosure
 - Last Escrow Annual Statement
 - Mortgage / Deed of Trust / Security Instrument
 - Most Recent Mortgage Statement
 - Note
 - Note Addendum and Modification
 - Notice of Adverse Action
 - Privacy Policy Notice
 - RESPA Servicing Transfer Notice
 - Right of Rescission or Right to Cancel Document
 - Risk-Based Pricing Notice
 - Survey or platt
 - Title Policy or Title Commitment
 - Truth-In-Lending Disclosure (at application)
 - Truth-In-Lending Disclosure (at closing)
 - Uniform Residential Mortgage Application (Form 1003) – All versions
 - W2s, 1099s, and Tax Returns at the time of Application

**The closing documents can be ordered if your client cannot provide some of the above items

OPTIONAL

(Customer Agreement Example)

Forensic Mortgage Audit Customer Agreement

The purpose of this Forensic Mortgage Audit Customer Agreement, hereinafter referred to as “*Agreement*,” together with all exhibits hereto, is to set forth the terms and conditions upon which parties have agreed upon.

_____ hereinafter referred to “*Company*” with an address at

_____, will provide a Mortgage Loan Document Review(s)/Mortgage Audit(s) to _____ whose address is

_____ hereinafter referred to as “*Client(s)*,” you or your. The property address associated with the Mortgage Loan Document Review is

_____.

Disclaimer:

***Client* agrees that it is their responsibility to have an attorney review the validity of any legal claims or determinations stated in the Audit who will then research any and all legal issues outlined in the Audit, including verifying the Audit process, applicable laws and findings, before issuing a final report to a consumer, or using such report in any in any court of law, motion, pleading, modification or negotiation process or other legal capacity.**

Company makes absolutely no representations and warranties of any kind and takes on no liability for the final Audit report findings, including incorrect findings arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted to perform an Audit. The Audit reports are prepared on behalf of our *Client* and their representation.

By accepting and using the services of *Company*, the “*Client*” acknowledges that *Company* is not a law firm and is not authorized to practice law in any state. It is the *Client’s* sole responsibility to have their representing attorney or other similar 3rd party review the Audit that has been ordered by *Client* in order to determine the validity of any legal claims or determinations stated in the Audit.

Responsibilities

Client(s) have enlisted the services of *Company*, to review *Client(s)* mortgage documents and prepare a Mortgage Audit Report, which will disclose possible local, state, and federal regulatory compliance and mortgage related issues. This Report shall be completed within five business days of receipt of all of *Client(s)* required mortgage documents and *Company’s* receipt of *Client(s)*’ good funds for payment in full for services to be performed. *Company* will send *Client(s)* a copy of the Report via an email attachment, and by mail if requested. *Client(s)* will need to execute the Mortgage Audit Questionnaire (Appendix A) and this Engagement Letter, prior to *Company* accepting engagement.

Company will only review mortgage documentation relating to the *Client(s)* mortgage and closing.

Client(s) understand that they will need to send *Company* in a timely manner, legible copies of all the documents listed in the Required Document Check List (Appendix B).

Client(s) understand that they should not send any original documents, only legible copies that will be needed for *Company* to review. *Company* will destroy and not return the copy of these documents. *Client(s)* understand that *Company* is a mortgage compliance Audit firm only and we are not a law firm, nor do we practice law or give legal advice to *Client(s)*. If needed, from time to time, *Company*, upon the *Client(s)* written request may refer *Client(s)* to an Attorney to help protect *Client (s)* legal rights. Attorneys are independent entities from *Company*, and *Company* does not guarantee attorneys(s) legal work.

Scope of Services

The following sets forth the scope of this Engagement Letter and summarizes the tasks to be performed by *Company*. *Company* will complete a Mortgage Loan Document Review/Report of the *Client(s)* mortgage documents, looking for possible Excessive Fees & Charges by the Lender, Deceptive Predatory Lending Practices, and or other Fraudulent Abusive Mortgage related issues. *Company* will base our Mortgage Audit Report on the documents *Client(s)* are able to provide. *Company's* Audit expert(s) will thoroughly examine your Good Faith Estimate (GFE) and Final HUD-1 Truth in Lending Statement, paying particular attention to the fees you were charged.

Once *Company's* Auditor(s) have completed the Mortgage Audit and determined if any mortgage related issues, such as "Excessive Fees," "Deceptive Lending Practices," etc., have been found, *Company* will deliver the Mortgage Audit report to you and, if identified, to your attorney or other representative.

You or your representative will inform the Lender of all the mortgage related issues that have been found in the Mortgage Audit, and attempt to negotiate a settlement, remediation settlement or a loan modification, on your behalf. *Company* can provide form "qualified written request" letters to clients, however the client should at their discretion have an attorney or other representative review the letters for their particular case. *Company* does not place any warranties or guarantees as to the effectiveness of the form letters provided.

Compensation

Company, will be paid _____ for a First Lien loan Audit and if requested, an additional _____ for a Second Lien loan Audit for the above described services. Client shall remit this payment to *Company* upon execution of this engagement letter. Payment must be made payable to _____ in the form of a money order or a credit card. If you choose to use a personal check, your Audit will be completed after your check clears the bank. *Company* Does Not Accept Cash. This payment is non-refundable. Additional Fees may apply on transactions needing a priority rush or if we are required to copy your originals that have been sent to us via Certified Delivery.

Company provides its Audit services and products on a customary, best-effort basis. Deposits may be collected, are non-refundable and there are no refunds on completed Audits. A \$80 cancellation fee may be charged on submitted Audits that are cancelled before an Audit is performed. Loan Audits conducted on incomplete files may be reprocessed with the submission of additional documents for a \$80 reprocessing fee, if submitted within two (2) weeks of completion of the original Audit. Most Lenders will be proactive in reaching a Settlement, once they review the information that contains the Mortgage Audit Report that details the Audit findings and the violations contained in your loan.

Note: Section 6 of RESPA (Real Estate Settlement and Procedures Act) requires a Lender to acknowledge a "Qualified Written Request Letter" within 20 business days and Lender must resolve the issue within 60 business days from receipt.

You or your representative may file a Documented Complaint on your behalf with the proper Local, State, and Federal Regulatory Agencies, in the event your Lender does not settle or resolve the mortgage related issue(s) within 60 business days of receipt of the "Qualified Written Request Letter."

Homeowner(s) acknowledges they are fully aware of the services provided by Company and elect to engage *Company* for these services.

Confidentiality

Accordingly, *Company* shall not use any information submitted by, *Client(s)* for any other purpose but conducting an audit and analysis exclusively to be provided to *Client(s)*. *Company* shall keep all such information confidential, and shall safeguard and protect the confidentiality of such information. *Company* shall protect all of *Client(s)* information as confidential and shall protect it against disclosure to any third parties. Similarly, *Client(s)* agrees that *Company's* documents, questionnaires, and reports are *Company's* intellectual property, and *Client(s)* shall not use any of *Company's* documents to assist any other homeowner to analyze a mortgage without paying *Company* for an audit or analysis, and shall not provide *Company's* documents to anyone or any entity whatsoever. *Client(s)* is authorized and licensed to use *Company's* documents and reports only for *Client(s)* benefit in re-negotiating, challenging, or rescinding *Client(s)* mortgage(s), including sharing these with any attorney or agent working on *Client(s)* behalf, but for no other purpose.

Arbitration: *Company* appreciates the opportunity to serve as *Client's* "Mortgage Auditor" and anticipates a productive and harmonious relationship. If, however *Client* becomes dissatisfied for any reason with the services we have performed or the fees charged we encourage our *Client* to bring their dissatisfaction to *Company's* attention immediately. *Company* is willing to discuss any issue that *Client* may have regarding service, accuracy, turn times or pricing and will make every attempt to resolve any issue. Most problems should be remedied through such communication. However, if a dispute arises that cannot be settled, *Company* and *Client* agree to utilize the services of a Florida Licensed Arbitration Service. *Client* agrees that the extent of the extent of the *Company's* liability will be limited to the loss of the fee paid by *Client* to *Company* on the particular Audit.

Limitation of Responsibility and Liability: *Company* will not be responsible for damages, theft, loss or delays causes by any subcontractor or other third parties. Should any gross error be made by *Company* in the review or Audit of any Loan file, the extent of the *Company's* liability will be limited to the loss of the fee paid by *Client* to *Company* on the particular Audit.

Entire Agreement

This agreement and the terms and conditions herein, shall constitute the entire agreement and the complete understanding between *Company* and *Client(s)*, unless amended by subsequent instrument signed by *Company* and *Client(s)*. The laws of the State of Florida shall govern this agreement.

The provisions of services listed herein by *Company*, and *Client(s)* pursuant to and in reliance upon *Agreement*, absent any written objection by *Client(s)* prior to the rendering of such Services, shall constitute acceptance by *Client(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.

Cancellation Notice - Pursuant to FL S. 501 (For Residential Homeowners in Florida)
Homeowner's Right Of Cancellation

You may cancel this agreement if you are using the service described herein for foreclosure-related rescue services without any penalty or obligation within 3 business days following the date this agreement is signed by you.

The foreclosure-rescue consultant (excluding exempt parties) are prohibited by law from accepting any money, property, or other form of payment from you until all promised services are complete. If for any reason you have paid the consultant before cancellation, your payment must be returned to you no later than 10 business days after the consultant receives your cancellation notice.

To cancel this agreement, a signed and dated copy of a statement that you are canceling the agreement should be mailed (postmarked) or delivered to (Company) at the following address _____ no later than 3 full days after the execution date of this agreement.

I understand that my lender may offer help for my situation, and I have already explored their options.

The undersigned understand and agree to be bound by and honor the above terms of this agreement. Please sign and return a copy of this Agreement to Company. Upon receipt, Company will execute and return a signed Agreement to Client. Signatures sent electronically will be considered as effective as original signatures.

Name of Homeowner(s) Client

Signed by Homeowner(s) Client

Date Signed: _____

Name of Signor for Company

Signed by for Company

Date Signed: _____