

CLIENT NAME
ADDRESS
PROVINCE
COUNTRY

Sunday, 21 March 2010

Re: Litigation/ Corvera Golf & Country Club

Dear _____

The purpose of this letter is to set out our understanding of the professional services we are required to provide, and the respective areas of responsibility of Lawbird Legal Services. We have been requested to provide the following service:

Litigation - To seek a settlement with **Corvera Golf & Country Club SLU** in respect of the legal rescission of the private purchase contract for the above property of reference, receiving by way of refund any and all monies paid towards the purchase of the said property (stage payments and deposit) plus interest plus legal fees, whether via an out-of-court settlement or through the Courts of Law in Murcia province.

This legal instruction **does cover the following**:

- a. **Preparing, drafting and filing a complaint** on behalf of the claimant with the Courts of First Instance against Corvera Golf & Country Club SLU.
- b. **Legal representation throughout Court** proceedings until reaching sentencing.
- c. In the event of the defendant filing for insolvency or being **forced into insolvency proceedings, legal representation in the Mercantile Courts** in respect of registering the credit, continuing the proceedings for contractual rescission until reaching sentencing and settlement of the credit with the insolvency administrators.

This legal instruction **does not cover the following**:

- a. **Preparing, drafting and filing a response to a counter-claim** filed by Corvera Golf & Country Club SLU and legal representation throughout Court proceedings until reaching sentencing. Should this service be demanded it will attract **an additional 65% of the agreed retainer** in this letter of engagement for representation in a claim in the Courts of First Instance, **and no further fees**.
- b. **Legal representation in the event of appeal of sentence**. Should this service be demanded it will attract **an additional 50% of the agreed retainer** in this letter of engagement for representation in a claim of First Instance (counter-claim fees excluded from this calculation), **and no further fees**.

Fees & Costs

The fee structure is calculated on contingent fee of 10% of the total sum recovered (and cashed) in the course of Court proceedings with a non-refundable retainer payment of **X Euro** paid on signing this letter of engagement on account of the contingent fee. This fee covers the following:

1. **Lawyers Fees:** Spanish laws do not establish a distinction between Solicitors and Barristers as in the United Kingdom and therefore the figure of the Lawyer, or “Abogado”, encompasses both roles. In practice however large cases involve several Lawyers with different skills and separate roles.
2. **“Procurador” fees:** A “Procurador” is a civil servant that liaises between the courts and the Lawyers acting for the claimant.
3. **Sundries:** Miscellaneous disbursements directly related to your file, such as courier and postal expenses, registered letters, travel expenses, Land Registry Certificates, Non-Residents’ Investment Certificates, photocopies, etc.
4. **Applicable VAT**

Retainer Payment Structure

The **retainer** can be paid in the following manner:

- 35% on signing the letter of engagement
- 35% thirty days after filing the complaint with the Courts
- 30% on notification of appointment of day for hearing by the Courts

Where a **counter claim is filed** the retainer can be paid in the following manner:

- 35% on being formally notified of the counter claim
- 35% thirty days after filing the response with the Courts
- 30% on notification of appointment of day for hearing by the Courts

Where an **appeal is lodged** by either party the retainer can be paid in the following manner:

- 50% on appealing the Court of First Instance judgment or opposing an appeal by defendant.
- 50% sixty days after date of lodging with the Courts either of the above documents.

Retainers are refundable to clients should the Court award costs and these costs are effectively paid by the defendant (Corvera Golf & Country Club SLU).

Professional Conduct and Liability

On providing our services we strive to do it in the most diligent manner with a view at all times to deliver the highest professional standards. We undertake to look into any complaint promptly and if you are still not satisfied you may of course take up the matter with the Bar Council in Malaga by whom we are regulated.

This letter shall be construed in accordance with the Laws of Spain and the parties submit to the non-exclusive jurisdiction of the Courts of Malaga.

We look forward to a long association with you. This letter of engagement will remain effective until replaced or cancelled in writing. **Please confirm your agreement to the terms of this letter by signing, dating and returning the attached copy.** Should the terms of this letter not be in accordance with your understanding of our terms of appointment please let us know.

Service Partner

Your service partners in this matter will be Luis Fernando Gonzalez Ordoñez and Antonio Flores Vila, who will be responsible for your file and the work undertaken. .



Luis Fernando Gonzalez
Abogado-lawyer
Malaga Law School (Reg. 6125)

Acceptance

Client's Signature



Antonio Flores Vila
Abogado – Lawyer
Malaga Law School (Reg. 4712)

Date: ____ of _____ 201_