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15
16 **IN THE UNITED STATES DISTRICT COURT**
17 **THE DISTRICT OF ARIZONA**

18 ML LIQUIDATING TRUST, as
successor-in-interest to Mortgages Ltd.,

19 Plaintiff,

20 v.

21 MAYER HOFFMAN MCCANN P.C., a
Missouri professional corporation; CBIZ,
22 Inc., a Delaware corporation; CBIZ MHM,
LLC, an Ohio limited liability company,

23 Defendants.
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Case No. CV 10-2019-PHX-MHM

**DEFENDANTS MAYER HOFFMAN
MCCANN P.C., CBIZ, INC., AND CBIZ
MHM, LLC's JOINT MEMORANDUM
IN SUPPORT OF MOTION TO
DISMISS COMPLAINT**

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INTRODUCTION

1 ML Liquidating Trust (“Trust”) brings this suit as successor-in-interest to
2 Mortgages Ltd. (“ML”). (Doc. 1, Notice of Removal, Ex. A, Compl. ¶¶ 1-2 (hereinafter
3 “Compl.”).) ML, a mortgage broker, went into bankruptcy in June 2008. (*Id.* ¶ 10.)
4 According to the Trust, ML would have been forced to close years earlier—and would
5 have stopped enlarging its debts during the interim—had it not continued to receive false
6 audit reports for fiscal years 2004 through 2007. (*Id.* ¶¶ 123-25.) The Trust alleges that
7 those audits misrepresented to ML’s officers that its financial statements reflected its
8 financial health and comported with Generally Accepted Accounting Principles
9 (“GAAP”), and that the audits followed Generally Accepted Auditing Standards
10 (“GAAS”). (*Id.* ¶ 115.) Through this suit, the Trust seeks to recover the “obligations” that
11 ML incurred during these years from those that it claims were in charge of these audits—
12 Defendants Mayer Hoffman McCann P.C., CBIZ Inc., and CBIZ MHM LLC. (*Id.* ¶¶ 19-
13 32.) Mayer Hoffman is the accounting firm that conducted the audits. (*Id.* ¶ 24.) CBIZ
14 and CBIZ MHM (collectively “CBIZ”) are alleged to have operated a joint enterprise with
15 Mayer Hoffman. (*Id.* ¶¶ 26, 31.) The Trust asserts three counts against all three
16 Defendants: (1) professional negligence, (2) negligent misrepresentation, and (3) breach of
17 contract. (*Id.* ¶¶ 135-44.) Most claims, however, must be dismissed.

18
19 Claims against Mayer Hoffman. Numerous claims must be dismissed against
20 Mayer Hoffman. *First*, the Court should dismiss the professional-negligence claim.
21 Simply stated, Arizona does not recognize “a claim for auditor negligence separate and
22 distinct from [a] negligent misrepresentation claim.” *Standard Chartered PLC v. Price*
23 *Waterhouse*, 945 P.2d 317, 342 (Ariz. Ct. App. 1996).

24 *Second*, the Court should dismiss the Trust’s breach-of-contract claim. As with
25 the negligence claim, Arizona does not recognize a breach-of-contract claim that arises out
26 of an auditor’s preexisting professional duties. *Keonjian v. Olcott*, 169 P.3d 927, 931
27 (Ariz. Ct. App. 2007). Rather, a contract claim against an auditor must assert a breach of
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1 special obligations different from the auditor's normal professional duties. *DeSilva v.*
2 *Baker*, 96 P.3d 1084, 1092 (Ariz. Ct. App. 2004). Here, however, the Trust does not allege
3 that Mayer Hoffman breached any contractual duty that was not already imposed on it
4 under preexisting tort law. (Compl. ¶ 129.) Its contract claim thus fails.

5 *Third*, the Trust's claims arising out of the audits for 2004 and 2005 are time-
6 barred. Arizona law permits parties to shorten a statute of limitations. *Zuckerman v.*
7 *Transamerica Ins. Co.*, 650 P.2d 441, 446 (Ariz. 1982). Here, the engagement letters for
8 the 2004 and 2005 audits—which have been incorporated into the Complaint by reference,
9 *Knieval v. ESPN*, 393 F.3d 1068, 1076 (9th Cir. 2005)—required “any claim . . . [to] be
10 filed within twelve (12) months after performance of [Mayer Hoffman's] service.” (Dec.
11 8, 2005, Engagement Letter at 5, attached as Ex. C.) Since the Trust did not bring these
12 claims within twelve months of the completion of Mayer Hoffman's audits for 2004 and
13 2005, no claim can be brought based on those audits.

14 Claims against CBIZ. The Trust's claims against CBIZ must be dismissed for all
15 the same reasons, and two additional ones. *First*, the Trust has failed to state a claim
16 against CBIZ. Its suit is ambiguous as to whether it seeks to hold CBIZ primarily or
17 vicariously liable. Either way, the suit fails. The Trust cannot hold CBIZ primarily liable
18 because—as the documents referenced in the Complaint show, *see Knieval*, 393 F.3d at
19 1076—only Mayer Hoffman contracted with and performed services for ML. Nor can the
20 Trust hold CBIZ vicariously liable for Mayer Hoffman's audits. It suggests that CBIZ and
21 Mayer Hoffman “operate[d] as one unified business” (Compl. ¶ 26), apparently attempting
22 to make out a joint-venture theory of vicarious liability. But this theory would require that
23 CBIZ have the right to control Mayer Hoffman's audits. *Estate of Hernandez ex rel.*
24 *Hernandez-Wheeler v. Flavio*, 930 P.2d 1309, 1312 (Ariz. 1997). The Complaint shows,
25 however, that CBIZ lacked this control, both legally and contractually.

26 *Second*, apart from the limitation periods set forth in ML's contracts with Mayer
27 Hoffman, the Trust's negligence-based claims against CBIZ also cannot meet the two-year
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1 statute of limitations that normally applies for these claims. *See* A.R.S. § 12-542(3). The
2 Trust’s claims accrued when ML knew or reasonably should have known of the negligence
3 alleged in the Trust’s Complaint. *Sato v. Van Denburgh*, 599 P.2d 181, 183 (Ariz. 1979).
4 Numerous courts have found that an action based on an audit accrues when the audited
5 entity collapses or its true financial health comes to light. *See, e.g., Auto Servs. Co., Inc. v.*
6 *KPMG, LLP*, 537 F.3d 853, 857 (8th Cir. 2008). Thus, any negligence cause of action
7 accrued here, at the latest, when ML was forced into bankruptcy in June 2008. Since the
8 Trust did not file this suit until August 2010, the two-year statute of limitations has run.
9 And the Trust may not salvage this claim against *CBIZ* by pointing to bankruptcy law or
10 the tolling agreement it entered into with *Mayer Hoffman*. (Compl. ¶ 8.)

11 For these reasons, and those that follow, the Court should dismiss the negligence
12 and breach-of-contract claims against Mayer Hoffman as well as all claims arising out of
13 its audits for fiscal years 2004 and 2005. It should also dismiss all claims against *CBIZ*.

14 **STATEMENT OF FACTS**

15 As a mortgage broker, ML provided short-term real-estate loans to developers of
16 commercial projects. (Compl. ¶ 12.) It generated revenue from the fees it charged for
17 originating and servicing these loans. (*Id.* ¶ 13.) To obtain the funds to make them, ML
18 relied on its own revenue and also turned to private investors. (*Id.* ¶ 14.) The investors
19 either took direct interests in specific ML loans or invested in Limited Liability
20 Corporations (“LLCs”) that, in turn, invested in ML’s loans. (*Id.* ¶ 15.) From 2005 until it
21 filed for bankruptcy in 2008, ML allegedly experienced increasing difficulty generating
22 revenue, forcing it to rely more and more on new investors to pay off old investors and
23 keep its operations running. (*Id.* ¶¶ 17, 80-82.) As a result, ML grew deeper and deeper
24 into insolvency over this time. (*Id.* ¶¶ 10, 124.)

25 According to the Complaint, ML’s deepening insolvency resulted in large part
26 from the four clean audits that were issued for it between 2004 and 2007. (*Id.* ¶¶ 125-26.)
27 The Complaint indicates that Mayer Hoffman conducted these “audits of ML’s financial
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1 statements.” (*Id.* ¶ 24; *see id.* ¶ 28 (noting that “[Mayer Hoffman] accountants”
2 “performed ML’s audits for the years 2005, 2006, and 2007”).) The Complaint also makes
3 clear that CBIZ, as a public company, could not legally provide any audit services to ML.
4 (*Id.* ¶ 30.) But the Complaint suggests that CBIZ controlled Mayer Hoffman. That was
5 allegedly so because it provided Mayer Hoffman with the accounting personnel,
6 equipment, office space, and support services for its audits, and received 85% of Mayer
7 Hoffman’s gross revenue in exchange. (*Id.* ¶¶ 26-31.)

8 In general, Mayer Hoffman—either under the control of or in collaboration with
9 CBIZ—is alleged to have conducted negligent audits for the fiscal years 2004 through
10 2007. (*See id.* ¶¶ 33-122.) For each audit, it allegedly certified to ML’s board that it
11 conducted its audits in accordance with GAAS and that ML’s financial statements fairly
12 presented its financial health in accordance with GAAP. (*Id.* ¶¶ 34, 115-16.) These
13 representations were allegedly false for numerous reasons. (*Id.* ¶¶ 117-20.) Among other
14 things, Mayer Hoffman allegedly failed to take into account ML management’s “lack of
15 GAAP expertise . . . when conducting [its] audits,” and thus failed to perform them with
16 the required “elevated level of scrutiny.” (*Id.* ¶¶ 53-54.) It also allegedly lacked the
17 independence that GAAS required because its auditors supposedly made investments in
18 ML loans or funds. (*Id.* ¶ 59.) And ML carried many loans on its books that were
19 allegedly “impaired,” but Mayer Hoffman’s audits purportedly assumed that these loans
20 would be fully collectible and did not require an appropriate impairment reserve. (*Id.*
21 ¶¶ 68-70.) Also according to the complaint, Mayer Hoffman failed to consolidate ML’s
22 financial statements with the financial statements of the LLCs that invested in its loans,
23 which allegedly masked ML’s underlying insolvency. (*Id.* ¶¶ 93-101.) Finally, Mayer
24 Hoffman allegedly failed to “qualify [its] audit with an explanatory ‘going concern’
25 paragraph” on ML’s inability to continue its operations. (*Id.* ¶¶ 102-13.)

26 ML’s officers and directors purportedly relied on these clean audit reports to keep
27 ML operating. (*Id.* ¶ 121.) The errors in the reports—and the officers’ inaccurate
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1 understanding of ML’s financial health that resulted from them—purportedly led the
2 officers to “artificially prolong[] ML’s existence” by, for example, continuing to grow its
3 debt. (*Id.* ¶¶ 92, 101, 125.) If, by contrast, those managers had known of ML’s true
4 financial picture, ML allegedly would have “been forced to shut down” or dramatically
5 alter its business much sooner than its bankruptcy in 2008. (*Id.* ¶ 126.)

6 Based on these allegations, the Complaint asserts three counts. Count I claims that
7 all the Defendants committed accounting malpractice and professional negligence.
8 (Compl. ¶¶ 127-34.) Count II asserts that all the Defendants made negligent
9 misrepresentations to ML’s directors. (*Id.* ¶¶ 135-41.) And Count III alleges that all the
10 Defendants breached their contract with ML. (*Id.* ¶¶ 142-44.)

11 ARGUMENT

12 Under well-established pleading standards, the Court must accept as true only a
13 complaint’s well-pleaded facts, not its conclusory allegations. *Ashcroft v. Iqbal*, 129 S. Ct.
14 1937, 1949 (2009). Thus, “[t]hreadbare recitals of the elements of a cause of action,
15 supported by mere conclusory statements, do not suffice.” *Id.* Further, those well-pleaded
16 facts must show “plausible grounds” for every element. *Bell Atlantic Corp. v. Twombly*,
17 550 U.S. 544, 556 (2007). If, by contrast, the facts “are merely consistent with a
18 defendant’s liability,” the complaint must be dismissed. *Iqbal*, 129 S. Ct. at 1949 (internal
19 quotation marks omitted). Applying these controlling standards to the Trust’s Complaint,
20 the Court should dismiss its negligence and breach-of-contract counts against Mayer
21 Hoffman and all of its counts against CBIZ.

22 I. THE COURT MUST DISMISS NUMEROUS CLAIMS THAT THE TRUST 23 ASSERTS AGAINST MAYER HOFFMAN.

24 The Court should dismiss several of the Trust’s claims against Mayer Hoffman.
25 As for its pure negligence count, Arizona courts do not recognize auditor negligence
26 distinct from negligent misrepresentation. As for its breach-of-contract count, the Trust
27 does not adequately allege, as it must, that any of the specific promises in Mayer
28

1 Hoffman's contract with ML imposed obligations above those already required by Mayer
2 Hoffman's professional duties. As for all three counts, they fail to state claims for the
3 audits during ML's 2004 and 2005 fiscal years because the time limitations established in
4 ML's contract with Mayer Hoffman have expired on these claims.

5 **A. The Trust's Claim Of Auditor Negligence Fails Because Arizona Law**
6 **Does Not Recognize A Negligence Claim Against Auditors Distinct**
7 **From Negligent Misrepresentation.**

8 The Trust's claim for professional negligence fails to state a claim against Mayer
9 Hoffman under controlling Arizona law. Arizona does not recognize "a claim for auditor
10 negligence separate and distinct from [a] negligent misrepresentation claim." *Standard*
11 *Chartered*, 945 P.2d at 342; *see Kuehn v. Stanley*, 91 P.3d 346, 349-50 (Ariz. Ct. App.
12 2004); *Baptist Found. of Ariz. v. Arthur Andersen LLP*, No. CV 2000-015849, 2002 WL
13 34178626 (Ariz. Super. Ct. Jan. 14, 2002). That is because "the gravamen of [an] auditor
14 negligence claim is negligent misrepresentation." *Standard Chartered*, 945 P.2d at 341.
15 To permit *both* an ordinary negligence claim *and* a negligent-misrepresentation claim
16 would allow a plaintiff to circumvent the limits that Arizona law imposes on negligent
17 misrepresentation under Restatement (Second) of Torts § 552, *see Kuehn*, 91 P.3d at 350.
18 A plaintiff would simply need to phrase its claim as one for ordinary negligence. Arizona
19 courts have repeatedly rejected such attempts. *Id.*; *Standard Chartered*, 945 P.2d at 342
20 ("We do not believe the Restatement drafters undertook in section 552 to narrow the range
21 of liability for torts of misrepresentation such as auditor negligence in the expectation that
22 a plaintiff could escape such limitations merely by attacking the same conduct in an
23 ordinary negligence count.").

24 Here, however, the Trust seeks to do exactly that. It brings both an ordinary
25 negligence claim and a negligent-misrepresentation claim based solely on the audits that
26 Mayer Hoffman conducted for fiscal years 2004 through 2007. (Compl. ¶¶ 127-41.) It
27 cannot do so under controlling law. Because "the gravamen of [the Trust's] auditor
28 negligence claim is negligent misrepresentation," the Trust "cannot bring a separate claim

1 for negligence.” *Shacknai v. Mathieson*, No. CV-08-01025-PHX-FJM, 2009 WL
2 4673767, at *3 (D. Ariz. Dec. 3, 2009); *see Arthur Andersen*, 2002 WL 34178626.
3 Accordingly, the Trust’s claim for professional negligence must be dismissed.

4 **B. Because The Trust’s Breach-Of-Contract Allegations Sound In Tort,
5 The Trust Cannot Assert A Contract Claim Against Mayer Hoffman.**

6 The Trust’s breach-of-contract claim cannot proceed for similar reasons. (*See*
7 Compl. ¶ 143.) Under Arizona law, an auditor’s professional duties of care may never
8 serve as valid grounds for a breach-of-contract claim. *Keonjian*, 169 P.3d at 931. Thus, if
9 terms in a contract between an auditor and a client merely reiterate the auditor’s
10 preexisting duties, they are insufficient to give rise to a valid contract claim. *DeSilva*, 96
11 P.3d at 1092; *Energex Enter., Inc. v. Shughard, Thomson & Kilroy, P.C.*, No. CIV-04-
12 1367 PHX ROS, 2006 WL 2401245, at *5 (D. Ariz. Aug. 17, 2006). In other words,
13 “[t]he existence of a contract that merely puts the parties within tortious striking range of
14 each other does not convert ensuing torts into contract claims.” *Slingerlend v. Craig*, No.
15 2 CA-CV 2006-0200, 2007 WL 5334545, at *4 (Ariz. Ct. App. Sept. 7, 2007) (quoting
16 *Ramsey Air Meds, L.L.C. v. Cutter Aviation, Inc.*, 6 P.3d 315, 320 (Ariz. Ct. App. 2000).
17 Rather, the client must bring suit against the auditor for *negligent misrepresentation* to
18 enforce a breach of these professional duties. By comparison, an action predicated on the
19 client-auditor relationship may only be founded in *contract* if the contract’s terms create
20 specific duties different from the duties that already arise based on that relationship, *i.e.*,
21 duties that “would not exist ‘but for’ the contract.” *DeSilva*, 96 P.3d at 1092 (citation
22 omitted).

23 Here, however, the Trust does not allege that Mayer Hoffman breached any
24 specific duty that, according to the Complaint, was not already imposed on it as an auditor.
25 In fact, the Trust fails to assert any allegations that Mayer Hoffman owed ML any duties
26 beyond those established by its professional obligations under GAAS. It, for example,
27 expressly describes the engagement letter as reflecting Mayer Hoffman’s “duties under
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1 GAAS.” (Compl. § III.A.) And, as for the specific contractual promises allegedly
2 breached by Mayer Hoffman (Compl. ¶ 143), the Complaint alleges that those same
3 breaches also violated preexisting professional duties imposed by GAAS itself.

4 The Trust identifies four such promises: (1) that Mayer Hoffman would conduct
5 its audits in accordance with GAAS; (2) that Mayer Hoffman would test the documentary
6 evidence supporting transactions; (3) that Mayer Hoffman would examine evidence
7 supporting the amount and disclosures in financial statements; (4) and that Mayer Hoffman
8 would advise ML about appropriate accounting principles. (*Id.*) The first promise is co-
9 extensive with GAAS. The second and third are alleged to correspond to specific duties
10 under GAAS, AU § 326 (*id.* ¶ 45) and AU § 342 (*id.* ¶ 67). The final promise, according
11 to the Complaint, also emanates from several GAAS duties, including AU § 326 and AU §
12 380. In fact, the sole assertion of any failure to “appropriately advise management” of
13 accounting principles stemmed from an alleged failure to advise “that the presentation and
14 disclosure of the ‘due from related party’ as an ‘asset’ violated GAAP.” (*Id.* ¶ 91.) This
15 specific disclosure, if required at all, is duplicative of the duty to report departures from
16 GAAP pursuant to AU § 380. (*Id.* ¶ 45.)

17 As a result, the Trust has failed to prove that the engagement letters contained any
18 specific obligations on the part of Mayer Hoffman that “would not [have] exist[ed] ‘but
19 for’ the contract[s].” *DeSilva*, 96 P.3d at 1092. Rather, Plaintiff alleges that each promise
20 contained in the engagement letter merely restated a duty that Mayer Hoffman already
21 owed as a professional auditor. “[R]egardless of how [the Trust] attempts to frame it,”
22 therefore, “the essence of [its] claim is that [Mayer Hoffman] performed negligently.”
23 *Keonjian*, 169 P.3d at 931. And an action against an auditor resulting from “the negligent
24 performance of professional services . . . sounds in tort.” *Sato*, 599 P.2d at 183. For this
25 reason, Plaintiff’s breach of contract claim must fail.
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C. All Claims Arising From The 2004 And 2005 Audits Are Time-Barred.

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2 Arizona law establishes a two-year statute of limitations for negligence and
3 negligent misrepresentation, A.R.S. § 12-542, and a six-year statute of limitations for
4 written contracts, A.R.S. § 12-548. Nonetheless, “parties are at liberty to contract and
5 may, indeed, agree to shorten the statute of limitations which normally applies to claims.”
6 *Zuckerman v. Transamerica Ins. Co.*, 650 P.2d 441, 446 (Ariz. 1982). This freedom to
7 depart from a statutory limitations period extends not only to claims sounding in contract,
8 but also to claims sounding in negligence. *Angus Med. Co. v. Digital Equip. Corp.*, 840
9 P.2d 1024, 1027 (Ariz. Ct. App. 1992) (noting that negligence limitations period can be
10 varied by “enforceable agreement”).

11 In the engagement letters for Mayer Hoffman’s 2004 and 2005 audits, ML and
12 Mayer Hoffman did just that. The Court may consider these letters here because they form
13 the basis for the Trust’s breach-of-contract claim. (Compl. ¶ 143.) Under the Ninth
14 Circuit’s incorporation doctrine, courts may “take into account documents whose contents
15 are alleged in a complaint and whose authenticity no party questions, but which are not
16 physically attached to the plaintiff’s pleading.” *Knievel v. ESPN*, 393 F.3d 1068, 1076
17 (9th Cir. 2005) (internal quotation marks and alterations omitted).

18 These two engagement letters contain provisions stating that “any claim based on
19 [the] engagement must be filed within twelve (12) months after performance of [Mayer
20 Hoffman’s] service, unless [ML] ha[s] previously provided [Mayer Hoffman] with a
21 written notice of a specific defect in [Mayer Hoffman’s] services that forms the basis of
22 the claim.” (Dec. 8, 2005, Engagement Letter at 5, attached as Ex. C; Nov. 23, 2004,
23 Engagement Letter, at 4, attached as Ex. D.) The engagement letters thus shorten the
24 applicable statute of limitations to one year for any negligence, negligent-
25 misrepresentation, or breach-of-contract claim. And they make clear that this period
26 begins to run upon completion of Mayer Hoffman’s audit. The Trust filed its Complaint in
27 August 2010, many years after the twelve-month period had expired on any causes of
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1 action related to Mayer Hoffman's 2004 and 2005 audits. Therefore, any breach-of-
2 contract, negligence, or negligent-misrepresentation claims arising from those audits are
3 time-barred, and must be dismissed.

4 **II. THE TRUST HAS NOT STATED PLAUSIBLE CLAIMS AGAINST CBIZ.**

5 The Trust's claims against CBIZ may not proceed for the same reasons that its
6 claims against Mayer Hoffman fail. *See supra* Section I. In addition, the Trust may not
7 bring any claims against CBIZ for two additional reasons. First, the Complaint fails to
8 plausibly suggest grounds for holding CBIZ liable, given that it neither contracted with
9 ML nor provided ML any accounting services. Second, even if the Complaint did assert
10 plausible grounds, the Trust's negligence-based claims against CBIZ would be untimely
11 because it did not enter the tolling agreement referenced in the Complaint.

12 **A. CBIZ Neither Contracted With ML Nor Conducted Its Audits.**

13 The Trust's suit is ambiguous as to whether it seeks to hold CBIZ primarily liable
14 or whether it seeks to hold CBIZ somehow vicariously liable for the actions of Mayer
15 Hoffman. Either way, it cannot proceed against CBIZ.

16 **1. The Trust may not hold CBIZ primarily liable.**

17 The Trust may not hold CBIZ primarily liable because CBIZ neither contracted
18 with ML nor provided it accounting services. To begin with, as indicated, the Trust relies
19 on provisions in the "engagement letter" as the basis for its breach-of-contract claim.
20 (Compl. ¶ 143); *see Knievel*, 393 F.3d at 107. While the Trust conclusorily asserts that
21 those letters established contracts between ML and *all the Defendants* (Compl. ¶ 143), the
22 letters prove the contrary. Each one shows that any contractual "agreement" was only
23 between "Client [*i.e.*, ML] and *Mayer Hoffman McCann P.C.*" (Nov. 12, 2007,
24 Engagement Letter, Terms and Conditions, at 1, attached as Ex. A (emphasis added); *see*
25 Nov. 28, 2006, Engagement Letter, Terms and Conditions, at 1, attached as Ex. B; Dec. 8,
26 2005, Engagement Letter at 5, attached as Ex. C; Nov. 23, 2004, Engagement Letter, at 4,
27 attached as Ex. D.) No possible interpretation of these letters exists under which CBIZ
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1 contracted with ML to do anything. *See Elm Ret. Ctr., LP v. Callaway*, No. 1 CA-CV 09-
2 0631, 2010 WL 4312757, at *3 (Ariz. Ct. App. Nov. 2, 2010) (questions of contract
3 interpretation raise legal issues reviewed de novo). The Court, therefore, must find that
4 CBIZ did not breach a contract with ML because it never entered into a contract with ML
5 as a matter of law. *See id.*

6 Likewise, the negligence-based claims fail against CBIZ because it did not
7 conduct the audits or provide the audit reports that form the basis for these claims. As for
8 the professional-negligence claim, the engagement letters show again that Mayer Hoffman,
9 not CBIZ, conducted the ML audits at issue here. (*See, e.g.*, Nov. 12, 2007, Engagement
10 Letter, Terms and Conditions, at 1.) Indeed, the Complaint concedes that CBIZ, as a
11 public company, could not provide auditing services. (Compl. ¶ 30.) As for the negligent-
12 misrepresentation claim, only Mayer Hoffman made the representations on which the Trust
13 relies. The Complaint uses the “audit report[s]” provided to ML as the basis for the
14 negligent misrepresentations. (*Id.* ¶ 136.) The reports themselves, however, prove that
15 CBIZ made no statements to ML. Each one—which, again, the Court may consider under
16 the incorporation-by-reference doctrine, *Knievel*, 393 F.3d at 1076—was issued only by
17 Mayer Hoffman. (*See* Mar. 28, 2008, Independent Auditors Report, attached as Ex. E;
18 Mar. 26, 2007, Independent Auditors Report, attached as Ex. F; Dec. 9, 2005, Independent
19 Auditors Report, attached as Ex. G.) Any information was thus supplied by—and
20 attributable to—Mayer Hoffman. Because CBIZ did not supply information to ML, it
21 cannot be liable for negligent misrepresentation. *See Richey v. Patrick*, 904 P.2d 798, 802
22 (Wyo. 1995) (rejecting negligent-misrepresentation claim where defendant “did not supply
23 any information to the [plaintiffs]” because “since nothing has been represented, an
24 essential element of the claim is missing”). In sum, the documents on which the
25 Complaint relies prove that CBIZ cannot be held directly liable.

2. The Trust may not hold CBIZ vicariously liable.

1 Perhaps recognizing it has no basis for holding CBIZ directly liable, the Trust's
2 Complaint makes various allegations that CBIZ "exercise[d] pervasive control" over
3 Mayer Hoffman (Compl. ¶ 31) and "operate[d] as one unified business" with it (*id.* ¶ 26).
4 The Trust makes these allegations, no doubt, in an attempt to hold CBIZ vicariously liable
5 on a theory that it operated a "joint venture" with Mayer Hoffman. *See Lindquist v.*
6 *Farmers Ins. Co. of Ariz.*, No. CV 06-597-TUC-FRZ, 2008 WL 343299, at *10 (D. Ariz.
7 Feb. 6, 2008) (noting that a "joint venture" is a "form[] of derivative liability"). But the
8 Trust has not asserted sufficient facts that, if taken as true, would plausibly illustrate that
9 CBIZ may be held vicariously liable for Mayer Hoffman's audits on a joint-venture theory.
10 *See Twombly*, 550 U.S. at 556.

11 "To constitute a valid joint venture under Arizona law, there must exist: (1) a
12 contract; (2) a common purpose; (3) a community of interest; (4) an equal right to control;
13 and (5) participation in the profits and losses." *Tanner Cos. v. Superior Court*, 696 P.2d
14 693, 695 (Ariz. 1985). The Trust must adequately allege these elements to illustrate a joint
15 venture here. *See Murry v. W. Am. Mortgage Co.*, 604 P.2d 651, 654 (Ariz. Ct. App. 1979)
16 (dismissing complaint that "fail[ed] to allege facts establishing the essential elements of a
17 joint venture"). The Trust has not alleged adequate facts to plead the first and fourth
18 necessary elements.

19 A Contract. Because a joint venture "arises out of [an] express or implied
20 contract," it "arises only where [the parties] intend to associate themselves as such."
21 *Helpfenbein v. Barae Inv. Co., Inc.*, 508 P.2d 101, 104 (Ariz. Ct. App. 1973). It is black-
22 letter law that "[w]here the intent of the parties is expressed in clear and unambiguous
23 language, there is no need or room for construction or interpretation and a court may not
24 resort thereto." *Mining Inv. Group, LLC v. Roberts*, 177 P.3d 1207, 1211 (Ariz. Ct. App.
25 2008) (quoting *Goodman v. Newzona Inv. Co.*, 421 P.2d 318, 320 (Ariz. 1966)).
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1 No such intent to form a joint venture exists here. CBIZ and Mayer Hoffman
2 entered into an Administrative Services Agreement (“ASA,” attached as Ex. H) to govern
3 their relationship, listing many of the terms that the Trust identifies in its Complaint.
4 (Compl. ¶¶ 26-30.) The Court may consider the ASA under the incorporation doctrine.
5 *See Knievel*, 393 F.3d at 1076. The Ninth Circuit “ha[s] extended [that doctrine] to
6 consider documents in situations where” the complaint “does not explicitly refer to [the
7 document],” but “necessarily relies upon [it] or the contents of [it] are alleged in [the]
8 complaint, [its] authenticity is not in question and there are no disputed issues as to [its]
9 relevance.” *Coto Settlement v. Eisenberg*, 593 F.3d 1031, 1038 (9th Cir. 2010). Here, the
10 Complaint contains extensive allegations concerning matters governed by the ASA and its
11 contents, including, for example, revenue retention, staffing, and other aspects of the
12 CBIZ-Mayer Hoffman relationship. (Compl. ¶¶ 26-30.) Just because the Complaint
13 avoids mentioning the agreement that governs these matters does not mean the Court must
14 disregard it. Otherwise, plaintiffs could initiate the costly discovery process by simply
15 ignoring contractual provisions that doom their claims.

16 Here, the ASA specifically states that “[t]his agreement does not constitute or
17 involve *a joint venture*.” ASA § 3 (emphasis added). The parties’ intent could not be
18 clearer. Arizona courts have referred to similar disclaimers when deciding that no joint
19 venture exists as a matter of law. *See Nahom v. Blue Cross & Blue Shield of Ariz., Inc.*,
20 885 P.2d 1113, 1123 (Ariz. Ct. App. 1994) (relying on statement in participation
21 agreement that parties “are not joint venturers”).

22 A Right To Control. Confirming the ASA’s plain text, the Complaint’s allegations
23 fail to show that CBIZ maintained “an equal right to control” Mayer Hoffman’s audit
24 practices, an essential element for any joint venture. *Hernandez*, 930 P.2d at 1312. To
25 satisfy this element, a plaintiff must show that the defendant had “some voice or right to be
26 heard” concerning the matters falling within the joint venture. *Id.* at 1313. Here, while the
27 Trust conclusorily alleges that CBIZ controlled Mayer Hoffman (Compl. ¶ 31), those
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1 allegations must be disregarded and are not entitled to any presumption of truth. *Iqbal*,
2 129 S. Ct. at 1949. Disregarding these allegations, as the Court must, the Complaint is left
3 with allegations that do not plausibly suggest that CBIZ had “some voice or right to be
4 heard” concerning Mayer Hoffman’s audit reports. *Hernandez*, 930 P.2d at 1313.

5 Both as a legal and contractual matter, Mayer Hoffman retains the independence
6 from CBIZ acknowledged in the Complaint. Legally, state and national rules governing
7 Certified Public Accountants (“CPAs”) require the independence of accounting firms. *See*
8 *Ariz. Admin. Code* § R4-1-455(A). Practicing CPAs, for example, must retain a majority
9 ownership of their accounting firm. *See A.R.S.* § 32-731(A)(2). CBIZ, in other words,
10 cannot direct Mayer Hoffman’s audit work through ownership. And the American
11 Institute of CPAs Code of Professional Conduct—which the Arizona Board of
12 Accountancy considers persuasive, *see Ariz. Admin. Code* § R4-1-455.04—suggests that a
13 firm’s independence may be impaired in some circumstances where it offers both attest
14 and non-attest services. *See AICPA, Code of Prof’l Conduct* § 101-3. As a result, an
15 accounting firm’s relationship to a public company providing non-audit services may also
16 impair independence, and thus ethics rules regulate these relationships. *AICPA, Code of*
17 *Prof’l Conduct* § 101-14. The accounting firm must always be “responsible, financially
18 and otherwise, for all the attest work performed.” *Id.* Here, however, the “alternative
19 practice structure” relationship between CBIZ and Mayer Hoffman—the facts of which are
20 alleged in the Complaint (Compl. ¶¶ 26-31)—is expressly approved by AICPA and grants
21 legally appropriate levels of independence to Mayer Hoffman. *Id.*

22 Contractually, the ASA adhered to these independence rules for Mayer
23 Hoffman’s audit work. As the ASA makes clear, any services rendered by any CPA must
24 “be under the *direction, control, and supervision* of one of the owners of [Mayer Hoffman]
25 and . . . rendered in accordance with the [Mayer Hoffman] Manual and other policies and
26 procedures established by [it].” ASA § 4. The parties also “agree that certain work that
27 could otherwise be performed by [CBIZ] is, *as a matter of law*, required to be performed
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1 by a certified public accountant” and that all such “Accounting Work shall be performed
2 by [Mayer Hoffman].” *Id.* (emphasis added). As a contractual matter, therefore, Mayer
3 Hoffman had complete control over its audits to ensure legal compliance.

4 Despite these rules, the Complaint still seeks to show the required control by
5 relying on activities *other than* audit work. It points out, for example, that CBIZ provided
6 numerous items to Mayer Hoffman to conduct its audits, including accounting personnel,
7 administrative services, equipment, office space, marketing materials, and billing and
8 collection services. (Compl. ¶¶ 26-31.) It also notes that CBIZ receives 85% of Mayer
9 Hoffman’s gross revenue as its services fee (*id.* ¶ 30; ASA § 7). None of these contractual
10 terms, however, demonstrates that CBIZ controlled the Mayer Hoffman activity that forms
11 the basis for this claim—its audit practices and procedures. That proves fatal to the Trust’s
12 claim as a matter of law. *See In re Parmalat Secs. Litig.*, 377 F. Supp. 2d 390, 407
13 (S.D.N.Y. 2005) (dismissing joint-venture counts against “Deloitte Touche” entities for
14 failure to adequately plead firms controlled each other).

15 **B. The Statute Of Limitations Has Run On Any Negligence Claims
16 Against CBIZ.**

17 Lastly, the Trust cannot bring its negligence and negligent-misrepresentation
18 claims against CBIZ because the Complaint illustrates that, as a matter of law, the statute
19 of limitations has run on them. *See Jablon v. Dean Witter & Co.*, 614 F.2d 677, 682 (9th
20 Cir. 1980) (dismissing complaint as time-barred). A two-year statute of limitations applies
21 to these counts. *See* A.R.S. § 12-542(3); *Hullett v. Cousin*, 63 P.3d 1029, 1034 (Ariz.
22 2003) (negligent misrepresentation); *Rowland v. Kellogg Brown & Root, Inc.*, 115 P.3d
23 124, 126 (Ariz. Ct. App. 2005) (negligence); *see also Sato*, 599 P.2d at 183. It begins to
24 run when a plaintiff knows or with reasonable diligence should have known of the alleged
25 negligence. *Id.* at 183; *McManus v. Am. Express Tax & Bus. Servs., Inc.*, 67 F. Supp. 2d
26 1083, 1086-87 (D. Ariz. 1999). In other words, “the law does not require that a plaintiff
27 have actual knowledge of each and every fact regarding his claims” before the statute of
28 limitations begins to accrue. *Id.* at 1087. Rather, the plaintiff need only have “reason to at

1 least suspect that [negligence] ha[s] injured it.” *Platt Elec. Supply, Inc. v. EOFF Elec.,*
2 *Inc.*, 522 F.3d 1049, 1055 (9th Cir. 2008) (applying California law) (internal quotation
3 marks and alterations omitted); *see Coronado Dev. Corp. v. Superior Court of Ariz.*, 678
4 P.2d 535, 537 (Ariz. Ct. App. 1984).

5 Here, ML’s cause of action accrued—at the very latest—when it was forced into
6 bankruptcy in June 2008. (Doc. 1, Involuntary Chapter 7 Petitioner, in *In re Mortgages*
7 *Ltd.*, 2:08-bk-07465-RJH.) At that point, it had reasonable grounds for suspecting its
8 claims that ML’s audits were conducted negligently. *Platt*, 522 F.3d at 1056. Indeed,
9 numerous courts have recognized that an action arising out of an audit accrues no later
10 than when the audited entity collapses or its true financial picture comes to light. *See, e.g.,*
11 *Auto Servs. Co.*, 537 F.3d at 859 (plaintiff “knew or should have known of its professional-
12 negligence action against [auditors] when . . . [the audited entity] filed for liquidation”); *In*
13 *re Enter. Mortgage Acceptance Co., LLC Sec. Litig.*, 391 F.3d 401, 411 (2d Cir. 2005)
14 (holding that fraud claim against auditor accrued when public information “suggested that
15 [the audited entity] had been engaging in ‘accounting gimmicks’”); *City Nat’l Bank of Fla.*
16 *v. Checkers, Simon & Rosner*, 32 F.3d 277, 284 (7th Cir. 1994) (holding that fraud action
17 accrued when audited entity could not pay loan, raising questions as to accuracy of
18 financial compilations prepared by auditor). Since the Trust did not file this suit until
19 August 2010 (Compl. at 37), the two-year statute of limitations has run on any negligence-
20 based claims.

21 To salvage these claims, the Trust initially attempts to rely on federal bankruptcy
22 law. (*See* Compl. ¶ 8.) 11 U.S.C. § 108, establishes an alternative statute of limitations for
23 bankruptcy trustees to bring claims on behalf of debtors. The trustee must bring the claim
24 within the later of (1) the ordinary statute of limitations that would apply to the claim, or
25 (2) a two-year statute of limitations that begins from the date of the bankruptcy court’s
26 order for relief. *Id.* § 108(a)(1)-(2). Here, as indicated, the Trust’s negligence-based
27 claims are untimely under the ordinary statute of limitations. *See* A.R.S. § 12-542(3). And
28

1 they are equally untimely under the alternative statute of limitations. The bankruptcy court
2 issued ML's order for relief on June 24, 2008. (Doc. 36, Order for Relief, at 2, in *In re*
3 *Mortgages Ltd.*, No. 2:08-bk-07465-RJH (Bankr. D. Ariz. June 24, 2008).) As such, the
4 Trust did not bring this August 2010 suit in time.

5 The Trust fares no better by referencing a tolling agreement. (Compl. ¶ 8.) That
6 agreement indicates that it is "by and between, Mayer Hoffman McCann P.C. ('MHM'),
7 on behalf of its shareholders, and affiliates" and the "ML Liquidating Trust." (Tolling
8 Agreement, at 1, attached as Ex. I.) But this agreement cannot bind CBIZ because CBIZ,
9 which is not mentioned in the agreement, did not sign it. (*Id.* at 6.) Rather, it was signed
10 only by Mayer Hoffman. (*Id.*) It is an elementary rule of contract law that contracts only
11 bind the parties to the contract. *See Frontier Airlines, Inc. v. United Air Lines, Inc.*, 758 F.
12 Supp. 1399, 1406 (D. Colo. 1989) ("It is hornbook law that a contract can be enforced only
13 against a party to a contract."); *cf. Abramson v. Brownstein*, 897 F.2d 389, 393 (9th Cir.
14 1990) (noting that, under California law, parties may toll statute of limitations, but the
15 tolling "must be in writing and signed by the person obligated"); *Muro v. UBS Fin. Servs.,*
16 *Inc.*, 331 Fed. App'x 886, 887 (2d Cir. 2009) (same under New York law). In addition, the
17 ASA confirms that CBIZ is not an "affiliate" of Mayer Hoffman. Rather, they are
18 "separate legal entit[ies], with a separate governing body, officers and shareholders."
19 (ASA § 3.) CBIZ simply provides Mayer Hoffman with services under a contract. (ASA
20 § 4.) That does not make it an affiliate.

21 CONCLUSION

22 For the foregoing reasons, the Court should dismiss the professional-negligence
23 and breach-of-contract counts against Mayer Hoffman McCann P.C., and should also
24 dismiss the negligent-misrepresentation count against the firm to the extent it is based on
25 the audits conducted for fiscal years 2004 and 2005. In addition, it should dismiss all
26 counts against CBIZ, Inc., and CBIZ MHM, LLC.

1 DATED November 12, 2010.

2 Respectfully submitted,

3 By: /s/ Katherine V. Brown

4 Marty Harper
5 Katherine V. Brown
6 Polsinelli Shughart, PC
7 Cityscape
8 One East Washington, Suite 1200
9 Phoenix, Arizona 85004
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20 Jones Day
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22 901 Lakeside Avenue
23 Cleveland, Ohio 44114
24 *Of Counsel (admitted pro hac vice)*

25 *Attorneys for Defendants*
26 *Mayer Hoffman McCann P.C., CBIZ, Inc., and*
27 *CBIZ MHM, LLC*
28

CERTIFICATE OF SERVICE

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I hereby certify that on November 12, 2010, I electronically filed the foregoing Joint Motion to Dismiss Complaint with the Clerk of the Court using the CM-ECF system and serve the following parties by U.S. mail:

Nicholas J. DiCarlo
Christopher A. Caserta
DICARLO CASERTA & PHELPS PLLC
8171 East Indian Bend Rd., Suite 100
Scottsdale, AZ 85250
Counsel for ML Liquidating Trust

By: /s/ Katherine V. Brown

EXHIBIT A



Mayer Hoffman McCann P.C.

An Independent CPA Firm

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Phoenix, Arizona 85012
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www.mhm-pc.com

w.p.

DEC 13 2007

COPY

November 12, 2007

Mr. Todd Brown
Mortgages Ltd. Opportunity Fund MP11, LLC and
Mortgages Ltd. Opportunity Fund MP15, LLC
55 E. Thomas Road
Phoenix, Arizona 85012

Dear Todd:

We are pleased to confirm our understanding of the services we are to provide for Mortgages Ltd. Opportunity Fund MP11, LLC and Mortgages, Ltd. Opportunity Fund MP15, LLC, which incorporates the attached Terms and Conditions. This letter constitutes the entire agreement between the parties with respect to Mayer Hoffman McCann's (MHM) performance of the professional services described herein.

We will audit the following financial statements:

1. Statement of Assets and Liabilities
2. Schedule of Mortgage Investments
3. Statement of Operations
4. Statement of Changes in Net Assets
5. Statement of Cash Flows

These statements will be audited by us as of December 31, 2007 and for the year and period then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation (so far as feasible) of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the company or to acts by management or employees acting on behalf of the company.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors. We are not responsible for interim period reports.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify control deficiencies, that is, significant deficiencies or material weaknesses in the design or operation of internal control. However, during the audit, if we become aware of such control deficiencies, we will communicate them to you.

You are responsible for management decisions and functions, and for designating a competent employee to oversee any bookkeeping services, tax services, or other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period

presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the company complies with applicable laws and regulations.

During the course of our engagement, we will request information and explanations from management regarding the company's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the company agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the company's management.

If you intend to include these financial statements and our report in an offering or other document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our Firm name in any manner in connection herewith, you agree to provide us with printer's proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

As a result of our prior or future services to you, we might be requested to provide information or documents to you or a third party in a legal, administrative, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing.

We estimate that our fees for these services will be as follows:

Mortgages Ltd. Opportunity Fund MP11, LLC	\$ 12,000
Mortgages Ltd. Opportunity Fund MP15, LLC	12,000

You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additional services will be subject to separate arrangements.

For administrative convenience, the fees for our services will be invoiced through CBIZ Accounting, Tax & Advisory Services, LLC. Invoices will be submitted monthly as our work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

This letter and the attached Terms and Conditions set forth the rights and responsibilities of the parties with respect to the Services. The attachment is an integral part of this agreement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.


Very truly yours,

MAYER HOFFMAN McCANN P.C.

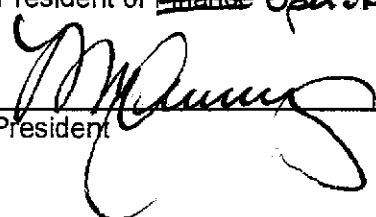

Charles A. McLane, CPA
Shareholder

RESPONSE:

This letter correctly sets forth the understanding of Mortgages Ltd. Opportunity Fund MP11, LLC and Mortgages Ltd. Opportunity Fund MP15, LLC:



Todd Brown, Vice President of ~~Finance~~ *Operations* 12/11/07
Date



Michael Denning, President 12/11/07
Date

Mayer Hoffman McCann P.C.
Engagement Letter
Terms and Conditions

These Terms and Conditions and the engagement letter (and any attachments) (the "Engagement Letter"), and any subsequent amendments or addenda thereto, to which these Terms and Conditions are attached (collectively, the "Agreement") constitute the entire agreement between Client and Mayer Hoffman McCann P.C. ("MHM"), regarding the services described in the Engagement Letter. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Engagement Letter.

Services

Services. MHM will provide the Services described in the Engagement Letter, and will use all reasonable efforts to perform the Services in accordance with any agreed upon timeframe. MHM has every expectation that this engagement will be conducted by the MHM professionals designated for this engagement. If for any reason any of those individuals are not able to complete this engagement, professionals with similar qualifications and experience will do so. Where any changes are necessary, MHM will give Client reasonable notice of the changes.

Changes to Services. Either party may request changes to the Services as set out in the Engagement Letter. Changes must be requested in writing with sufficient detail to enable the other party to assess the impact of the requested change on the cost, timing or any other aspect of the Services. Both parties agree to consider and, if appropriate, agree to any changes. Any changes must be in writing and signed by both parties. Until a change is agreed to in writing, the latest agreed upon terms will apply.

Acceptance. The passage of ten working days without notice of non-acceptance by Client, or use by Client of the project deliverables or outputs (each a "Deliverable"), will constitute acceptance by Client of the Deliverable. If a Deliverable is not accepted, the Client's notice must specify in reasonable detail the reasons that the Deliverable fails to meet the requirements described in this Agreement in all material respects. Upon receipt of such notice and confirmation by MHM of the Deliverable's non-conformance with the requirements of this Agreement, MHM will use commercially reasonable efforts to correct the Deliverable and upon such correction will re-submit the Deliverable to Client for review. Acceptance by Client will not be unreasonably withheld.

Ownership. Client shall own the copyright in all written material originated and prepared for and delivered to the Client under this Agreement. However, MHM working papers and MHM Confidential Information (as defined below) belong exclusively to MHM. The ideas, concepts, know-how, techniques, inventions, discoveries and improvements developed during the course of this Agreement by MHM personnel, alone or in conjunction with Client personnel, may be used by MHM in any way it deems appropriate, including without limitation by or for its clients or customers, without an obligation to account, notwithstanding any provision in this Agreement to the contrary. MHM is in the business of providing attestation services for a wide variety of clients and the Client understands that MHM will continue these activities. Accordingly, nothing in this Agreement shall preclude or limit MHM from providing consulting services and/or developing software or materials for itself or other clients, irrespective of the possible similarity of materials, which might be delivered to the Client.

Confidentiality. MHM agrees that all financial, statistical, marketing and personnel data relating to the Client's business, and other information identified as confidential by the Client, are confidential information of the Client ("Client Confidential Information"). The Client agrees that MHM proprietary software, tools and other methodologies and any other information identified as confidential by MHM, are confidential information of MHM ("MHM Confidential Information"). Client Confidential Information and MHM Confidential Information are collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party which is disclosed to it only for the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, other than to MHM subcontractors hired in connection with this

engagement, if any, and to each other's employees on a need-to-know basis in connection with this engagement. Each party agrees to take measures to protect the confidentiality of the other party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information, but at a minimum, each party shall take reasonable steps to advise their employees (and, in the case of MHM, its subcontractors, if any) of the confidential nature of the Confidential Information and of the prohibitions on copying or revealing such Confidential Information contained herein. MHM and the Client each agree to require that the other party's Confidential Information be kept in a reasonably secure location.

Notwithstanding anything to the contrary contained in this Agreement, Client may convey MHM's comments and thoughts to Client's outside counsel and investment bankers provided Client accurately describes the terms, including the limitations, of MHM's engagement. Furthermore, neither party shall be obligated to treat as confidential, or otherwise be subject to the restrictions on use, disclosure or treatment contained in this Agreement for, any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person, firm or entity (including governmental agencies or bureaus) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any nonparty. Neither party will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own confidential information. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party to the extent that this is required by valid legal or regulatory process, provided that (and without breaching any legal or regulatory requirement) the party to which the request is made provides the Disclosing Party with prompt written notice and allows the Disclosing Party to seek a restraining order or other appropriate relief.

We may be requested to make certain workpapers available to certain regulatory agencies pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of MHM's personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to certain regulatory agencies. Certain regulatory agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

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set out in the Engagement Letter. All invoices will be due upon receipt. MHM reserves the right to charge a commercial rate of interest on accounts that are overdue by more than one month. Services rendered after the expiration of the term of the engagement or in addition to the scope contemplated herein and in the Engagement Letter, such as meetings, planning, etc., will be billed separately at our hourly rates.

Term and Termination

Term of Agreement. This Agreement will apply from the commencement date stated in the Engagement Letter, if any, or where no commencement date is specified, from the date of signature by both parties. If MHM commenced the performance of the Services prior to the execution of this Agreement, this Agreement shall nonetheless cover the performance of such Services. This Agreement will continue until the services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out elsewhere herein. The following sections of this Agreement will survive completion of the Services or its earlier termination: Confidentiality, Ownership, Limitation of Liability and Indemnification, Warranties, and such other provisions of this Agreement which by their nature are intended to survive.

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MHM, in furnishing services to the Client, is an independent contractor. MHM does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced. It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in MHM newsletters and publications and discussions with third parties regarding work opportunities.

Leased personnel

In performing our engagement we will lease professional and administrative staff, both of which are employed by CBIZ, Inc. and subsidiaries. These individuals will be under the direct control and supervision of MHM, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information and MHM and CBIZ Inc. and subsidiaries have contractual agreements requiring confidential treatment of all client information.

Employment offers to our personnel

Professional standards require us to be independent with respect to the Company in the performance of our services. Any discussions that the Company has with personnel of our Firm regarding potential employment with the Company could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity.

Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure the independence and objectivity of our engagement. Any additional costs incurred due to these procedures will be fully billable in addition to our fee.

Property

The workpapers and files for this engagement are the property of MHM and constitute confidential information. However, ownership of workpapers representing original company records shall rest with you.

Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

Electronic Dissemination of Financial Statements

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Dispute Resolution

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

EXHIBIT B

3-3
YA 12/15/06
Duo 1/18/06



Mayer Hoffman McCann P.C.

An Independent CPA Firm

3101 North Central Avenue, Suite 300
Phoenix, Arizona 85012
602-264-6835 ph
602-265-7631 fx
www.mhm-pc.com

November 28, 2006

Mr. Todd Brown
Mortgage Pools MP09 - MP14
55 E. Thomas Road
Phoenix, Arizona 85012

Dear Todd:

We are pleased to confirm our understanding of the services we are to provide for **MP 122009, LLC; MP 062011, LLC; Mortgages, Ltd. Opportunity Fund MP11, LLC; Mortgages, Ltd. Opportunity Fund MP12, LLC; Mortgages, Ltd. Opportunity Fund MP13, LLC; Mortgages, Ltd. Opportunity Fund MP14, LLC**, which incorporates the attached Terms and Conditions. This letter constitutes the entire agreement between the parties with respect to Mayer Hoffman McCann's (MHM) performance of the professional services described herein.

We will audit the following financial statements:

1. Balance sheet
2. Statement of income and retained earnings
3. Statement of cash flows

These statements will be audited by us as of December 31, 2006 and for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation (so far as feasible) of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the

Mortgage Pools MP09 - MP14

November 28, 2006

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audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the company or to acts by management or employees acting on behalf of the company.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors. We are not responsible for interim period reports.

Our audits will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify control deficiencies, that is, significant deficiencies or material weaknesses in the design or operation of internal control. However, during the audits, if we become aware of such control deficiencies, we will communicate them to you.

You are responsible for management decisions and functions, and for designating a competent employee to oversee any bookkeeping services, tax services, or other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Mortgage Pools MP09 - MP14

November 28, 2006

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the company complies with applicable laws and regulations.

During the course of our engagement, we will request information and explanations from management regarding the company's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the company agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the company's management.

If you intend to include these financial statements and our report in an offering or other document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our Firm name in any manner in connection herewith, you agree to provide us with printer's proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

As a result of our prior or future services to you, we might be requested to provide information or documents to you or a third party in a legal, administrative, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing.

Our relationship is strictly confidential. For that reason, it is our policy that we will not release any information to a third party either from our files or from material temporarily in our care without first obtaining consent from your office. It is agreed that we will provide CBIZ Accounting, Tax and Advisory, LLC with access to your accounting, financial and other records we maintain so CBIZ Accounting, Tax and Advisory, LLC can provide you with tax, advisory and consulting services you have engaged them to perform.

Mortgage Pools MP09 - MP14

November 28, 2006

Page 4

We estimate that our fees for these services will be as follows:

MP 122009, LLC	\$	11,000
MP 062011, LLC		11,000
Mortgages, Ltd. Opportunity Fund MP11, LLC		11,000
Mortgages, Ltd. Opportunity Fund MP12, LLC		11,000
Mortgages, Ltd. Opportunity Fund MP13, LLC		11,000
Mortgages, Ltd. Opportunity Fund MP14, LLC		11,000

You will also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Additional services will be subject to separate arrangements.

For administrative convenience, the fees for our services will be invoiced through CBIZ Accounting, Tax and Advisory, LLC. Invoices will be submitted monthly as our work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

This letter and the attached Terms and Conditions set forth the rights and responsibilities of the parties with respect to the Services. The attachment is an integral part of this agreement.

Mortgage Pools MP09 - MP14

November 28, 2006

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We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MAYER HOFFMAN McCANN P.C.



Terry L. Hothem
Shareholder

RESPONSE:

This letter correctly sets forth the understanding of **Mortgage Pools MP09 - MP14**:

Officer signature: Christopher J. De

Title: CFO - VP Mortgages Ltd managing member

Date: 12-11-06

Mayer Hoffman McCann P.C.
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General

This Agreement forms the entire agreement between the parties relating to the Services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control. In the unlikely event that differences arise between the parties related to or arising from this Agreement that are not resolved by mutual agreement, to facilitate a judicial resolution and save time and expense of both parties, Client and MHM agree not to demand a trial by jury in any action, proceeding or counterclaim. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

MHM, in furnishing services to the Client, is an independent contractor. MHM does not undertake to perform any regulatory or contractual obligation of the Client or to assume any responsibility for the Client's business or operations. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced. It is common practice for professional service firms such as ours, in discussions with prospective clients, to make reference to prior work, and we would like to have the opportunity to do so with respect to this assignment. Unless Client informs MHM to the contrary, on completion of this assignment we understand that we will be entitled to make reference to having undertaken it, including a brief description of its objectives, in MHM newsletters and publications and discussions with third parties regarding work opportunities.

Leased personnel

In performing our engagement we will lease professional and administrative staff, both of which are employed by CBIZ, Inc. and subsidiaries. These individuals will be under the direct control and supervision of MHM, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession,

including the requirement to maintain the confidentiality of client information and MHM and CBIZ Inc. and subsidiaries have contractual agreements requiring confidential treatment of all client information.

Employment offers to our personnel

Professional standards require us to be independent with respect to the Company in the performance of our services. Any discussions that the Company has with personnel of our Firm regarding potential employment with the Company could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity.

Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure the independence and objectivity of our engagement. Any additional costs incurred due to these procedures will be fully billable in addition to our fee.

Property

The workpapers and files for this engagement are the property of MHM and constitute confidential information. However, ownership of workpapers representing original company records shall rest with you.

Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or by sending electronic mail over the Internet. Such communications may include information that is confidential to you. Our firm employs measures in the use of facsimile machines and computer technology designed to maintain data security. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, we have no control over the unauthorized interception of these communications once they have been sent.

Electronic Dissemination of Financial Statements

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Dispute Resolution

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

EXHIBIT C

2-3
DYS 12/8/05



Mayer Hoffman McCann P.C.

An Independent CPA Firm

3101 North Central Avenue, Suite 300
Phoenix, Arizona 85012
602-264-6835 ph
602-265-7631 fx
www.mhm-pc.com

COPY

December 8, 2005

Mr. Scott Coles
Mortgages, Ltd.
55 E. Thomas Road
Phoenix, Arizona 85012

Dear Scott:

We are pleased to confirm our understanding of the services we are to provide for Mortgages, Ltd.

We will audit the following financial statements:

1. Balance sheet
2. Statement of income and retained earnings
3. Statement of cash flows.

These statements will be audited by us as of October 31, 2005 and for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the

Mortgages, Ltd.
December 8, 2005
Page 2

audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions, we will communicate them to you.

You are responsible for management decisions and functions, and for designating a competent employee to oversee any bookkeeping services, tax services, or other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. As part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c)

Mortgages, Ltd.
December 8, 2005
Page 3

others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

During the course of our engagement, we will request information and explanations from management regarding the company's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the company agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the company's management.

If you intend to include these financial statements and our report in an offering or other document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our Firm name in any manner in connection herewith, you agree to provide us with printer's proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

As a result of our prior or future services to you, we might be requested to provide information or documents to you or a third party in a legal, administrative, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The workpapers and files for this engagement are the property of Mayer Hoffman McCann P.C. and constitute confidential information. However, ownership of workpapers representing original company records shall rest with you.

Mortgages, Ltd.
December 8, 2005
Page 4

Our relationship is strictly confidential. For that reason, it is our policy that we will not release any information to a third party either from our files or from material temporarily in our care without first obtaining consent from your office. It is agreed that we will provide CBIZ Miller Wagner, LLC with access to your accounting, financial and other records we maintain so CBIZ Miller Wagner, LLC can provide you with tax, advisory and consulting services you have engaged them to perform.

In performing our engagement we will lease professional and administrative staff, both of which are employed by CBIZ Miller Wagner, LLC. These individuals will be under the direct control and supervision of Mayer Hoffman McCann P.C., which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information and Mayer Hoffman McCann P.C. and CBIZ Miller Wagner, LLC have contractual agreements requiring confidential treatment of all client information.

We estimate that our fees for these services will range from \$20,500 to \$21,500 for the audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

For administrative convenience, the fees for our services will be invoiced through CBIZ Miller Wagner, LLC. Invoices will be submitted monthly as our work progresses and are payable upon presentation.

Professional standards require us to be independent with respect to the Company in the performance of our services. Any discussions that the Company has with personnel of our Firm regarding potential employment with the Company could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity.

Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure the independence and objectivity of our engagement. Any additional costs incurred due to these procedures will be fully billable in addition to our audit fee.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Mortgages, Ltd.
December 8, 2005
Page 5

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

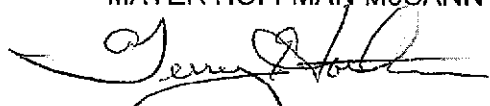
Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the state of Arizona, any claim based on this engagement must be filed within twelve (12) months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

Additional services will be subject to separate arrangements.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MAYER HOFFMAN McCANN P.C.


Terry L. Hotham, CPA

RESPONSE:

This letter correctly sets forth the understanding of Mortgages, Ltd.:


Officer signature: 
Title: 1/2005
Date: 12/9/05

EXHIBIT D



Mayer Hoffman McCann P.C.

An Independent CPA Firm

3101 North Central Avenue, Suite 300
Phoenix, Arizona 85012
602-264-6835 ph
602-265-7631 fx
www.mhm-pc.com

DEC - 8 2004

November 23, 2004

Mr. Scott Coles
Mortgages, Ltd.
55 E. Thomas Road
Phoenix, Arizona 85012

Dear Scott:

We are pleased to confirm our understanding of the services we are to provide for Mortgages, Ltd. for the year ended October 31, 2004.

We will audit the following financial statements:

1. Balance sheet
2. Statement of income and retained earnings
3. Statement of cash flows.

These statements will be audited by us as of October 31, 2004 and for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Also, we will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because an audit is designed to

Mortgages, Ltd
November 23, 2004
Page 2

provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audit, if we become aware of such reportable conditions, we will communicate them to you.

You are responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This responsibility includes the establishment and maintenance of adequate records and effective internal controls over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

As part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

During the course of our engagement, we will request information and explanations from management regarding the company's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our

Mortgages, Ltd
November 23, 2004
Page 3

engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. In view of the foregoing, the company agrees to release our firm and its personnel from any liability and costs relating to our services under this letter resulting from false or misleading representations made to us by any member of the company's management.

As a result of our prior or future services to you, we might be requested to provide information or documents to you or a third party in a legal, administrative, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The workpapers and files for this engagement are the property of Mayer Hoffman McCann P.C. and constitute confidential information. However, ownership of workpapers representing original company records shall rest with you.

Our relationship is strictly confidential. For that reason, it is our policy that we will not release any information to a third party either from our files or from material temporarily in our care without first obtaining consent from your office. It is agreed that we will provide CBIZ Miller Wagner, Inc. with access to your accounting, financial and other records we maintain so CBIZ Miller Wagner, Inc. can provide you with advisory and consulting services you have engaged them to perform.

We estimate that our fees for these services will range from \$18,800 to \$19,500 for the audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

For administrative convenience, the fees for our services will be invoiced through CBIZ Miller Wagner, Inc. Invoices will be submitted monthly as our work progresses and are payable upon presentation.

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party

Mayer Hoffman McCann P.C.

MHM003106

Mortgages, Ltd
November 23, 2004
Page 4

may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

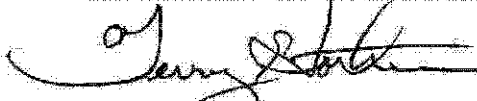
Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the state of Arizona, any claim based on this engagement must be filed within twelve (12) months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

Additional services will be subject to separate arrangements.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MAYER HOFFMAN McCANN P.C.


Terry L. Hotham, CPA

RESPONSE:

This letter correctly sets forth the understanding of Mortgages, Ltd.:

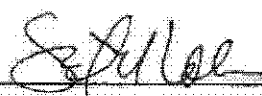
Officer signature: 
Title: Pres
Date: 12/6/04

EXHIBIT E

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder of

MORTGAGES LTD. AND AFFILIATES

We have audited the accompanying consolidated balance sheet of *Mortgages Ltd. and Affiliates* at December 31, 2007 and the related consolidated statements of income, stockholder's equity and cash flows for the year then ended. These consolidated financial statements are the responsibility of the management of *Mortgages Ltd. and Affiliates*. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of *Mortgages Ltd. and Affiliates* at December 31, 2007, and the results of their operations and their cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Phoenix, Arizona
March 28, 2008

Mayor Hoffman Mc Cann P.C.

EXHIBIT F

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder of

MORTGAGES LTD. AND AFFILIATES

We have audited the accompanying consolidated balance sheets of *Mortgages Ltd. and Affiliates* at December 31, 2006, October 31, 2006 and 2005, and the related consolidated statements of operations and retained earnings and cash flows for the two month period from November 1, 2006 through December 31, 2006 and years ended October 31, 2006 and 2005. These consolidated financial statements are the responsibility of the management of *Mortgages Ltd. and Affiliates*. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of *Mortgages Ltd. and Affiliates* at December 31, 2006, October 31, 2006 and 2005, and the results of their operations and their cash flows for the two month period from November 1, 2006 through December 31, 2006 and the years ended October 31, 2006 and 2005 in conformity with U.S. generally accepted accounting principles.

As discussed in Note 17 to the consolidated financial statements, certain amounts in the consolidated financial statements at and for the year ended October 31, 2005 have been restated to correct errors in accounting related to departures from U.S. generally accepted accounting principles.

As discussed in Note 1 to the consolidated financial statements, on November 1, 2005, the Company adopted FASB Interpretation No. 46, *Consolidation of Variable Interest Entities* (FIN No. 46). The adoption of FIN No. 46 resulted in the consolidation of various related entities beginning November 1, 2005.



Phoenix, Arizona
March 26, 2007

EXHIBIT G

INDEPENDENT AUDITORS' REPORT

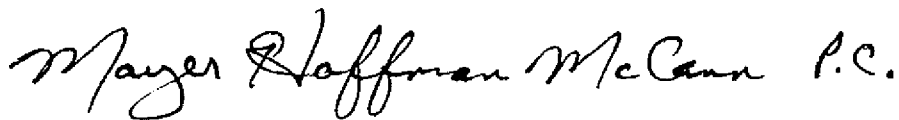
To the Board of Directors and Stockholder of

MORTGAGES, LTD.

We have audited the accompanying balance sheets of *Mortgages, Ltd.* at October 31, 2005 and 2004, and the related statements of income and retained earnings and cash flows for the years then ended. These financial statements are the responsibility of the management of *Mortgages, Ltd.* Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of *Mortgages, Ltd.* at October 31, 2005 and 2004, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.



Phoenix, Arizona
December 9, 2005

EXHIBIT H

RESTATED ADMINISTRATIVE SERVICES AGREEMENT
(Effective January 1, 2002)

This Restated Administrative Services Agreement (the "Agreement") is made and entered into this 13th day of December 2001, by and between Century Business Services, Inc., an Ohio corporation ("Century"), MHM Business Services, Inc., an Ohio corporation ("MHMBiz"), CBIZ of Southern California, Inc., an Ohio Corporation ("CBIZ of SoCal") and Mayer Hoffman McCann P.C., a Missouri Professional Corporation (the "Company"), and its individual owners. Mayer Hoffman McCann P.C. is the successor to Mayer Hoffman McCann L.C., a Missouri limited liability company

RECITALS

In connection with certain Agreements and Plans of Merger Century, MHMBiz, CBIZ of SoCal (through its predecessor companies) and the Company and its owners agreed that (a) the Company, and its individual owners, would conduct a public accounting business comprised of performing audit, review and compilation services and rendering "attest services" (as such term is commonly defined in the accounting profession) to clients and, from time to time, providing technical and practice development services to other public accounting firms (collectively, the "CPA Business") while Century, MHMBiz, and CBIZ of SoCal (through its predecessor companies) would render a variety of management advisory and business-related services (other than "attest services"), and (b) Century and MHMBiz would provide certain services to the Company, and its individual owners, in connection with the Company's, and its individual owners' conduct of their Public Accounting business. CBIZ of SoCal has been added as a party to this agreement due to the admission of employees of CBIZ of SoCal into the ownership of the Company to be effective January 1, 2002.

1. Retention of Century, MHMBiz and CBIZ of SoCal. The Company, and its individual owners, hereby retain each of Century, MHMBiz and CBIZ of SoCal to provide certain administrative, personnel, marketing and other support services to the Company (as enumerated more fully below and collectively referred to herein as the "Services") and Century, MHMBiz and CBIZ of SoCal hereby agree to continue to provide, or cause to be provided, such Services on the terms set forth in this Agreement.

2. Range of Services to Be Provided. The Services to be provided to the Company shall include, but shall not be limited to, the following.

- (a) Provide day-to-day reception, telephone answering, secretarial, office bookkeeping and other administrative services as requested from time to time by the Company;
- (b) Provide assistance in preparing marketing and promotion materials with respect to the Company's business, including brochures, event planning and arranging for media coverage;
- (c) Provide personnel to keep books of accounts and records reflecting the Company's operations;
- (d) Provide personnel to process all invoices on behalf of the Company for materials, goods, equipment, and services purchased by the Company from third parties;

- (e) Provide personnel to invoice and bill the Company's clients on behalf of the Company (but not including responsibility for collection of the Company's accounts' receivable or the handling of client engagement letters);
- (f) Make qualified personnel available to the Company so that the Company can handle its client engagements;
- (g) Provide personnel and equipment to handle employee tax returns and related filings;
- (h) Make technology options available to the Company; and
- (i) Provide other specific administrative, marketing or support services as may be mutually agreed upon from time to time.

The Services will be provided in accordance with the Century, MHMBiz and CBIZ of SoCal Quality Control Manuals and the Company Quality Control Document (the "Company Manual") and procedures, as applicable.

3. Relationship Between the Parties; Independent Contractor Use of Century, MHMBiz and CBIZ of SoCal Personnel. With respect to the relationship between the Company, Century, MHMBiz and CBIZ of SoCal, it is hereby acknowledged and understood that each of the Company, Century, MHMBiz and CBIZ of SoCal is (i) a separate legal entity, with a separate governing body, officers and shareholders, (ii) conducting a separate business (as more fully described in Section 4 below), (iii) responsible for establishing its own policies, its capital budget and operating budgets and making its own investments in its business, and (iv) responsible for selecting, determining the compensation of and terminating of its personnel; and neither the existence of this Agreement, nor the providing of Services hereunder is intended to or shall be deemed to constitute control of the Company by Century, MHMBiz, CBIZ of SoCal or any of its affiliates. It is further understood and agreed that Century, MHMBiz and CBIZ of SoCal shall be rendering the Services to the Company as independent contractors, and that none of their officers or employees (other than those who are also employed by the Company) shall be deemed or construed to be an employee of the Company. This Agreement does not constitute or involve a joint venture, a partnership or a profit sharing arrangement among the parties hereto. All personnel used in rendering the Services shall be employed by and compensated by Century, MHMBiz or CBIZ of SoCal.

4. Personnel and Staffing Each of Century, MHMBiz and CBIZ of SoCal will make its personnel available to provide the Services to the Company, and its individual owners, including, but not limited to, receptionists, secretaries, messengers and technical and computer personnel, as well as professional personnel with the background and experience, including certified public accountants ("CPAs"), to assist the Company and its individual owners in staffing engagements with the clients of the Company and its individual owners. The Company and its individual owners will provide Century, MHMBiz and CBIZ of SoCal with a copy of its annual staffing plan, so that Century, MHMBiz and CBIZ of SoCal will be able to ensure they have adequate personnel to render the Services needed by the Company and its individual owners during the term hereof. Century, MHMBiz and CBIZ of SoCal shall be responsible for providing the Services under this Agreement; provided however, that it is agreed and understood that those Services rendered to the Company and its individual owners by any of the CPAs (in his/her respective capacity as such) shall be under the direction, control and supervision of one of the owners of the Company and will be rendered in accordance with the Company Manual and other policies and procedures established by the Company from time to time. It is further understood and agreed that (i) each of Century, MHMBiz and CBIZ of SoCal does not and will

not perform the services included in the CPA Business, but will make personnel available so that the Company and its individual owners can render such services to their clients in accordance with the Company's procedures and the Company Manual; and (ii) the Company and its individual owners do not and will not perform or provide any of the business services currently provided or which in the future may be provided by Century, MHMBiz, CBIZ of SoCal or any of their affiliates, except with the express permission of Century.

The parties hereby acknowledge and agree that certain work that could otherwise be performed by Century, MHMBiz or CBIZ of SoCal is, as a matter of law, required to be performed by a certified public accountant ("Accounting Work"). Century, MHMBiz and CBIZ of SoCal hereby acknowledge and agree that all such Accounting Work shall be performed by the Company and its individual owners through only the Company or some other certified public accounting firm affiliated with Century through an administrative service agreement. The parties hereby further acknowledge and agree that all work other than Accounting Work or any other work legally required to be performed by the Company or an individual CPA owner of Company shall be performed by Century, MHMBiz or CBIZ of SoCal.

5. Equipment. Century, MHMBiz and CBIZ of SoCal will provide all the equipment required by the Company in order to perform the Services under this Agreement.

6. Site and Utilities. In conjunction with the rendering of the Services hereunder, Century, MHMBiz and CBIZ of SoCal will provide sufficient office space for the operation of the Company's business as presently conducted and will provide all electrical power, wiring for equipment, telephone services, custodial services, air ventilation and cooling systems, parking spaces, etc.

7. Service Fee. The Company shall pay Century, MHMBiz and/or CBIZ of SoCal a monthly fee in the aggregate amount of 85% of the Company's gross revenues, net of out-of-pocket costs (including copy charges, word processing, telephone charges, fax charges, travel costs, etc.), which amount represents actual invoiced amounts for the Company's Services, net of out-of-pocket costs. Each of Century, MHMBiz and CBIZ of SoCal will bill the Company for the Services provided during the month based upon gross revenue data, net of out-of-pocket costs, and the amount of fees collected by the Company in the previous month as supplied by the Company, and the Service Fee will be payable in full, within fifteen (15) days from when it is collected from its clients ("the Service Fee"). In the event that a State or other jurisdiction does not permit a service fee based on a percentage of revenues, the Service Fee for the operations conducted in that State's jurisdiction shall be calculated based on the hours worked on attestation engagements by Business Services personnel and a schedule of hourly rates for each individual employed by the Business Services Entity and each Professional CPA candidate staff employed by the Company. However, it is agreed that such Service Fee shall not exceed 85% of the Company's gross revenues, net of out-of-pocket costs, without the mutual consent of the Company, Century, MHMBiz and CBIZ of SoCal. The resulting Administrative Service Fee charge shall be billed monthly and paid by the Company within 15 days from when it is collected from its clients. In the event that amounts are not collected by the Company from its clients the Service Fee calculated above shall be reduced in the aggregate amount of 85% of Service Fee attributable to the uncollectible amounts. The remaining Service Fee due shall be paid by the Company within 30 days of the date the receivable is deemed to be uncollectible. The Service Fee may be modified at any time to the extent agreed to in writing by the parties hereto.

This agreement is based on the following assumptions:

- (1) The Company will be adequately capitalized with minimum capital in the amount of the annual aggregate professional liability insurance deductible.
- (2) The Company will maintain professional liability insurance with a policy limit of \$20,000,000 and an aggregate annual deductible of \$300,000.

A renegotiation of this contract shall be required if the amount of capital in the Company falls below the annual aggregate professional liability insurance deductible after December 31, 2002, or if the availability of professional liability insurance with comparable limits and deductibles is not available at a cost within 25% of the previous year's insurance premiums, as adjusted for the additions and/or reductions in the number of shareholders and the related attest revenues.

In order to permit the parties to monitor each other's compliance with this agreement, the financial statements and/or annual tax returns of Century, MHMBiz, CBIZ of SoCal, and Company that pertain to any time period covered by this agreement shall be made available upon request to any party to this agreement.

The Service Fee does not include any federal, state, local or other governmental sales, use or excise tax (collectively, "Taxes"). Each of Century, MHMBiz and CBIZ of SoCal will not collect Taxes relating to the Service Fee from the Company or remit Taxes to a governmental authority because it is the opinion of the parties hereto that federal, state and local laws do not require Taxes to be levied with respect to the Services. In the event any such Taxes are subsequently imposed by any authority, the Company shall be responsible for any amounts relating to such Taxes for the period(s) covered by this Agreement. The provisions of this Section 7 relating to Taxes shall survive the termination of this Agreement.

The MHMBiz shall pay the Company an amount equal to all payroll costs plus burden costs (including but not limited to payroll taxes, health insurance, retirement plan contributions, workmen's compensation insurance, etc.) for all compensation paid to Professional CPA candidates employed by the Company. Such candidates must be only those employed by Company in order for the candidates to obtain experience credit necessary to obtain certification, a permit, or licensing as a CPA. Professional Staff shall not include costs incurred for independent contractors by the Company.

Century, MHMBiz and CBIZ of SoCal shall make a best efforts attempt to add or maintain the Company as an additional "named insured" on their employer's liability policies and employee travel insurance policies. If such coverage is not available or not obtained, Century, MHMBiz and CBIZ of SoCal shall reimburse the Company for such insurance coverage or losses.

8. Term and Termination. Subject to the provisions of Section 9 hereof, the initial term of this Agreement shall be ten (10) years from the date hereof, and shall renew automatically for successive additional ten (10) year terms; provided, however, that written notice of cancellation is not forwarded to by one party to the other party one hundred eighty (180) days prior to the expiration of the initial term or any renewal term of this Agreement.

9. Default or Insolvency. In addition to any other rights any of the parties to this Agreement may have, (i) each of Century, MHMBiz and CBIZ of SoCal shall have the right to terminate this Agreement if at any time the Company fails to pay the Service Fee due hereunder, and if such default continues for a thirty (30) day period after written notice of such default to the Company, (ii) the Company shall have the right to terminate this Agreement if at any time Century or MHMBiz fails to provide the Services to a material extent and such material failure continues for a thirty (30) day period after written notice thereof to Century, MHMBiz or

CBIZ of SoCal, as the case may be, and (iii) by the remaining part, one party files a petition in bankruptcy, is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors or if a receiver is appointed for it or its business.

10. Liability Insurance. Each of Century, MHMBiz and CBIZ of SoCal shall be liable to the Company for, and shall defend, indemnify and hold the Company harmless from and against any loss or liability caused by Century, MHMBiz and CBIZ of SoCal's negligence or failure to comply with its obligations hereunder. The Company shall be liable to Century, MHMBiz and CBIZ of SoCal, and shall defend, indemnify and hold Century, MHMBiz and CBIZ of SoCal harmless from and against any loss or liability caused by the Company's negligence or failure to comply with its obligations hereunder. Each party to this Agreement shall procure and maintain in effect appropriate comprehensive liability insurance and appropriate professional general liability coverage covering the acts and omission of its owners, agents, contractors and employees. Each party shall provide the other parties with certificates of insurance evidencing the coverages required under this Section 10 and providing for not less than thirty (30) days' prior notice of cancellation thereof to the other party to this Agreement. Since it may be in the best interests of the Company, Century, MHMBiz and CBIZ of SoCal to coordinate their professional general liability with the same insurance company, the parties agree to keep each other informed on plans for selection of an insurance company for professional liability insurance coverage.

11. Confidentiality. Each of Century, MHMBiz and CBIZ of SoCal understands that in the performance of the Services under this Agreement, it must conduct its activities in a manner designed to protect information of a proprietary nature and information regarding the Company clients, from improper use or disclosure. Each of Century, MHMBiz and CBIZ of SoCal agrees to use reasonable efforts consistent with practices customary in the public accounting industry in training and supervising its employees and in otherwise performing its duties hereunder to achieve this result. In furtherance of this obligation, Century, MHMBiz and CBIZ of SoCal agrees, at the Company's request, to require its employees to execute written undertakings to facilitate compliance with the foregoing confidentiality provision.

12. Licenses and Permits: Access to CPAs. Each party hereby agrees that it and its respective personnel shall comply with all applicable State licensing, and other applicable governmental and legal requirements. In connection with the Company's licensing with State of Missouri Board of Accountancy and the State of California Board of Accountancy (the "Boards"), other state associations and organizations of which the Company is a member and the American Institute of Certified Public Accountants, it is specifically agreed and understood that Century, MHMBiz and CBIZ of SoCal will make the CPAs available for, and the Company will be responsible for the cost of, peer reviews, continuing professional education and other requirements imposed on the Company and on any individual CPAs used by it pursuant to this Agreement.

Specifically, the Company shall pay for all of the continuing professional education, CPA licensing, memberships in the AICPA and applicable State Societies of CPAs for its owners, employees and those individuals meeting the definition of professionals as defined in the SECPS peer review literature (professional personnel who devote at least 25 percent of their time performing attest engagements, or who have responsibility for the supervision or review of such engagements). The Company shall not be responsible for the costs of continuing professional education, CPA licensing, AICPA memberships or State Society memberships for those individuals that do not meet the above criteria.

13. Designation of Liaison. Century, MHMBiz and the Company will each designate a liaison for the purposes of facilitating the rendering of the Services contemplated by this Agreement. The initial liaisons are as follows:

Century
MHMBiz
CBIZ of SoCal
Mayer Hoffman McCann P.C.

Michael Gleespen
J. Timothy Hannan
Mark Luttrell
William L. Hancock

14. Effect of Termination. Within thirty (30) days after termination of this Agreement, Century, MHMBiz and CBIZ of SoCal shall turn over to the Company all funds, books and records that are the property of the Company. Termination of this Agreement shall not affect the claims of any of the parties for obligations accruing or alleged defaults occurring prior to the termination.

15. Quality Control System. Century acknowledges that the Company's relationship with Century, MHMBiz and CBIZ of SoCal through this agreement impacts the system of quality control for the accounting and auditing practice of the Company. As a result, Century, MHMBiz and CBIZ of SoCal agree to establish, operate and monitor an adequate system for the quality control element of Independence, Integrity and objectivity for Direct Superiors and Indirect Superiors and other Century entities, as defined in AICPA Ethics Interpretation 101-14, or other applicable standard under state law or professional standards. Results of the independent monitoring results are to be reported to the Company on an annual basis.

In the event of a regulatory challenge of the Company's practice structure by a State Board of Accountancy, the Securities Exchange Commission or other regulatory authority, Century, MHMBiz and CBIZ of SoCal shall provide the defense costs associated with the challenge

16. Miscellaneous.

(a) Complete Agreement. This Agreement contains the entire agreement among the parties relating to the subject matter hereof and memorializes and supersedes any prior discussions, negotiations, representations or agreements among them relating to the matters described herein. No additions or other changes to this Agreement shall be made or be binding on a party unless made in writing and signed by each party to this Agreement.

(b) Assignment; Successors. This Agreement shall not be assignable by the Company without the prior written consent of the other parties; provided however, that each of Century, MHMBiz and CBIZ of SoCal may assign this Agreement to an affiliate without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party to this Agreement.

(c) Notices. All statements, notices and other communications to be given under this Agreement will be in writing and will be deemed to have been duly given when delivered in person or via facsimile or mail by registered or certified mail, return receipt requested, to the address set forth below.

(a) If to Century, MHMBiz or CBIZ of SoCal:

Century Business Services, Inc.
6480 Rockside Woods Blvd., South
Suite 330
Cleveland, Ohio 44131
Phone: (216) 447-9000; Fax: (216) 447-9007
Attn: Michael Gleespen

With a copy to:

Akin Gump Strauss Hauer & Feld, LLP
1700 Pacific Avenue
Suite 4100
Dallas, Texas 75201-4675
Phone: (214) 969-4256
Attn: Tracy Crum

(b) If to the Company:

Mayer Hoffman McCann P.C.
420 Nichols Road
Kansas City, Missouri 64112
Phone:(816) 968-1900; Fax:(816) 531-7695
Attn: William L. Hancock

With a copy to:

Lewis, Rice & Fingersh, L.C.
One Petticoat Lane
1010 Walnut, Suite 500
Kansas City, Missouri 64108
Phone:(816) 421-2500; Fax: (816) 472-2500
Attn: Stan Johnston, Esq.

(d) Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Ohio.

(e) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(f) Waivers. The failure of a party to exercise any of its rights under this agreement on one occasion shall not waive such party's right to exercise its rights on another occasion.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Agreement as of the date first above written

CENTURY BUSINESS SERVICES, INC.

By: 
Leonard Miller

Its: _____

By: _____
Michael Gleespen

Its: _____

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216 642 3288 P.08/09

Akin Gump Strauss Hauer & Feld, LLP
1700 Pacific Avenue
Suite 4100
Dallas, Texas 75201-4675
Phone: (214) 969-4256
Attn: Tracy Crum

(b) If to the Company:

Mayer Hoffman McCann P.C.
420 Nichols Road
Kansas City, Missouri 64112
Phone:(816) 968-1900; Fax:(816) 531-7695
Attn: William L. Hancock

With a copy to:

Lewis, Rice & Fingersh, L.C.
One Petticoat Lane
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Phone:(816) 421-2500; Fax: (816) 472-2500
Attn: Stan Johnston, Esq.

(d) Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Ohio.

(e) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(f) Waivers. The failure of a party to exercise any of its rights under this agreement on one occasion shall not waive such party's right to exercise its rights on another occasion.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Agreement as of the date first above written.

CENTURY BUSINESS SERVICES, INC.

By: _____
Leonard Miller

Its: _____

By: 
Michael Gieseler

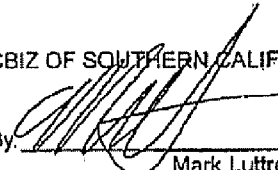
Its: Corp. Secretary

MHM BUSINESS SERVICES, INC

By: _____
J. Timothy Hannan

Its: _____

CBIZ OF SOUTHERN CALIFORNIA, INC

By:  _____
Mark Luttrell

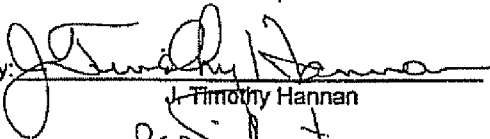
Its: _____

Mayer Hoffman McCann P C

By: _____
William L. Hancock

Its: _____

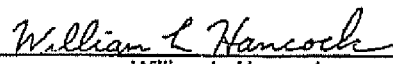
MHM BUSINESS SERVICES, INC

By: 
J. Timothy Hannan
Its: President

CBIZ OF SOUTHERN CALIFORNIA, INC.

By: _____
Mark Luttrell
Its: _____

Mayer Hoffman McCann P.C.

By: 
William L. Hancock
Its: President

1

**AMENDMENT NO. 1 TO
RESTATED ADMINISTRATIVE SERVICES AGREEMENT
(Effective January 1, 2002)**

This Amendment No. 1 (the "Amendment") dated as of August 5, 2003 amends the Restated Administrative Services Agreement (the "Agreement") made and entered into the 13th day of December 2001, by and between Century Business Services, Inc., an Ohio corporation ("Century"), MHM Business Services, Inc., an Ohio corporation ("MHMBiz"), CBIZ of Southern California, Inc., an Ohio Corporation ("CBIZ of SoCal") and Mayer Hoffman McCann P.C., a Missouri Professional Corporation (the "Company"), and its individual owners. Mayer Hoffman McCann P.C. is the successor to Mayer Hoffman McCann L.C., a Missouri limited liability company.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment the parties agree as follows:

A. Amendments to the Agreement

1. The following subsection is added to Paragraph 7 of the Agreement:

Service Fee. The Company shall pay Century, MHMBiz and/or CBIZ of SoCal a monthly fee in the aggregate amount of 85% of the Company's gross revenues, net of out-of-pocket costs (including copy charges, word processing, telephone charges, fax charges, travel costs, etc.), which amount represents actual invoiced amounts for the Company's Services, net of out-of-pocket costs (the "Service Fee").

In the event that a State or other jurisdiction does not permit a service fee based on a percentage of revenues, the Service Fee for the operations conducted in that State's jurisdiction shall be calculated based on the hours worked on attestation engagements by Business Services personnel and a schedule of hourly rates for each individual employed by the Business Services Entity and each Professional CPA candidate staff employed by the Company. However, it is agreed that such Service Fee shall not exceed 85% of the Company's gross revenues, net of out-of-pocket costs, without the mutual consent of the Company, Century, MHMBiz and CBIZ of SoCal.

The resulting Administrative Service Fee charge shall be billed or booked monthly. To the extent that the Company collects invoiced amounts from its clients, the Service Fee shall be paid by the Company within five (5) days from the final business day of each month in which it is collected from its clients. MHMBiz, CBIZ of SoCal, or any other subsidiary of Century that is a party to this agreement by adoption will pay, as collection agent for the Company, 15% of the invoiced revenue to Company within five (5) days from the final business day of the month that is ninety (90) days after the invoice date.

In the event that amounts are not collected by the Company from its clients the Service Fee calculated above shall be reduced in the aggregate amount of 85% of Service

Fee attributable to the uncollectible amounts. The remaining Service Fee due shall be adjusted and paid by the Company within 30 days of the date the receivable is deemed to be uncollectible. The parties are obligated to commence collection procedures, agreeable to the parties (which agreement shall not be unreasonably withheld), with respect to any unpaid account receivable related to invoiced amounts ninety (90) days following the invoice date.

The Service Fee may be modified at any time to the extent agreed to in writing by the parties hereto.

This agreement is based on the following assumptions:

- (1) The Company will be adequately capitalized with minimum capital in the amount of the annual aggregate professional liability insurance deductible.
- (2) The Company will maintain professional liability insurance with a policy limit of \$20,000,000 and an aggregate annual deductible of \$300,000.

A renegotiation of this contract shall be required if the amount of capital in the Company falls below the annual aggregate professional liability insurance deductible after December 31, 2002, or if the availability of professional liability insurance with comparable limits and deductibles is not available at a cost within 25% of the previous year's insurance premiums, as adjusted for the additions and/or reductions in the number of shareholders and the related attest revenues.

In order to permit the parties to monitor each other's compliance with this agreement, the financial statements and/or annual tax returns of Century, MHMBiz, CBIZ of SoCal, and Company that pertain to any time period covered by this agreement shall be made available upon request to any party to this agreement.

The Service Fee does not include any federal, state, local or other governmental sales, use or excise tax (collectively, "Taxes"). Each of Century, MHMBiz and CBIZ of SoCal will not collect Taxes relating to the Service Fee from the Company or remit Taxes to a governmental authority because it is the opinion of the parties hereto that federal, state and local laws do not require Taxes to be levied with respect to the Services. In the event any such Taxes are subsequently imposed by any authority, the Company shall be responsible for any amounts relating to such Taxes for the period(s) covered by this Agreement. The provisions of this Section 7 relating to Taxes shall survive the termination of this Agreement.

The MHMBiz shall pay the Company an amount equal to all payroll costs plus burden costs (including but not limited to payroll taxes, health insurance, retirement plan contributions, workmen's compensation insurance, etc.) for all compensation paid to Professional CPA candidates employed by the Company. Such candidates must be only

those employed by Company in order for the candidates to obtain experience credit necessary to obtain certification, a permit, or licensing as a CPA. Professional Staff shall not include costs incurred for independent contractors by the Company.

Century, MHMBiz and CBIZ of SoCal shall make a best efforts attempt to add or maintain the Company as an additional "named insured" on their employer's liability policies and employee travel insurance policies. If such coverage is not available or not obtained, Century, MHMBiz and CBIZ of SoCal shall reimburse the Company for such insurance coverage or losses.

B. Miscellaneous

1. Agreement in Effect. Except as expressly amended or modified by this Amendment, the Agreement remains unchanged and in full force and effect. The parties to this Amendment represent, warrant and agree that no defense to the enforcement of the Amendment and the Agreement shall be raised based upon the absence of agreement to or signature on this Amendment of any individual or other party who assented to or signed the Agreement.
2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws. The parties hereby irrevocably submit to the jurisdiction of the courts in the state of Ohio (state or federal), with venue in Cuyahoga County, over any dispute or proceeding arising out of this Agreement and agree that all claims regarding such dispute or proceeding shall be heard and determined in such court. The parties to this Amendment hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.
3. Construction of Document. The language of this Amendment shall be construed as a whole according to its fair meaning and not strictly for or against one or any of the parties hereto.
4. Counterparts. This Amendment may be executed in counterparts which, taken together, shall constitute one and the same agreement and shall be effective as of the date first written above.
5. Final Expression. The Amendment (i) integrates all the terms and conditions mentioned herein or therein or incidental hereto or thereto, (ii) supercedes all negotiations, oral communications, and prior writings with respect to the subject matter hereof and thereof, and (iii) is intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in this Amendment, and as the complete and exclusive statement of the terms agreed to by the parties of this Amendment.

6. Survival. Should any part, term, provision, or section of this Amendment be declared or determined by any court or other tribunal to be illegal or invalid, the validity of the remaining parts, terms, provisions, or sections shall not be affected thereby and the illegal or invalid part, term, provision, or section shall be deemed not to be a part of this Amendment.
7. Assignment; Successors. This Agreement shall not be assignable by the Company without the prior written consent of the other parties; provided however, that each of Century, MHMBiz and CBIZ of SoCal may assign this Agreement to an affiliate without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party to this Agreement.
8. Waivers. The failure of a party to exercise any of its rights under this agreement on one occasion shall not waive such party's right to exercise its rights on another occasion.
9. Notices. All statements, notices and other communications to be given under this Agreement will be in writing and will be deemed to have been duly given when delivered in person or via facsimile or mail by registered or certified mail, return receipt requested, to the address set forth below.

(a) If to Century, MHMBiz or CBIZ of SoCal:

Century Business Services, Inc.
6480 Rockside Woods Blvd., South
Suite 330
Cleveland, Ohio 44131
Phone: (216) 447-9000; Fax: (216) 447-9007
Attn: Michael Gleespen

With a copy to:

Akin Gump Strauss Hauer & Feld, LLP
Robert S. Strauss Building
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
Phone: (202) 887-4000
Fax: (202) 887-4288
Attn: Paul Belyin

(b) If to the Company:

Mayer Hoffman McCann P.C.
420 Nichols Road
Kansas City, Missouri 64112

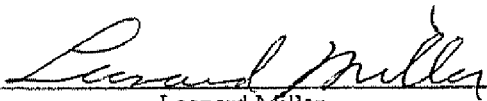
Phone:(816) 968-1900; Fax:(816) 531-7695
Attr: William L. Hancock

With a copy to:

Lewis, Rice & Fingersh, L.C.
One Petticoat Lane
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Phone:(816) 421-2500; Fax: (816) 472-2500
Attr: Stan Johnston, Esq.

IN WITNESS WHEREOF, a duly authorized signatory has signed this
Amendment on behalf of each party as of the date first written above.

CENTURY BUSINESS SERVICES, INC.

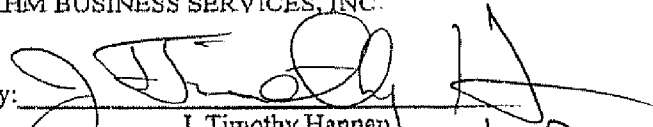
By: 
Leonard Miller

Its: _____

By: 
Michael Gleespen

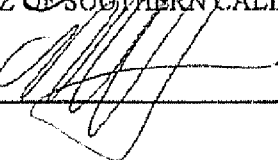
Its: Corporate Secretary

MHM BUSINESS SERVICES, INC.

By: 
J. Timothy Hannan

Its: President

CBIZ OF SOUTHERN CALIFORNIA, INC.

By: 

Mark Luttrell

Its: President

Mayer Hoffman McCann P.C.

By: William L. Hancock
William L. Hancock

Its: President

**AMENDMENT NO. 2 TO
RESTATED ADMINISTRATIVE SERVICES AGREEMENT**

This Amendment No. 2 (the "Amendment"), dated as of January 1, 2006, amends the Restated Administrative Services Agreement, made and entered into the 13th day of December 2001, by and between CBIZ, Inc., f.k.a. Century Business Services, Inc., an Ohio corporation ("Century"), CBIZ Accounting, Tax & Advisory of Kansas City, Inc., f.k.a. MHM Business Services, Inc., an Ohio corporation ("MHMBiz"), CBIZ of Southern California, LLC, f.k.a. and the successor of CBIZ of Southern California, Inc., an Ohio Corporation ("CBIZ of SoCal") and Mayer Hoffman McCann P.C., a Missouri Professional Corporation (the "Company"), and its individual owners, as amended by Amendment No. 1 to Restated Administrative Services Agreement, dated as of August 5, 2003 (as amended, the "Agreement").

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment the parties agree as follows:

A. Amendments to the Agreement

1. Section 8 of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"8. Term and Termination. Subject to the provisions of Section 9 hereof, the initial term of this Agreement shall commence on the date hereof and continue until March 8, 2019, and shall renew automatically for successive ten (10) year terms; provided, however, that written notice of cancellation is not forwarded by one party to the other party one hundred eighty (180) days prior to the expiration of the initial term or any renewal term of this Agreement. In the event that either party provides written notice of cancellation to the other party one hundred eighty (180) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall terminate on the date that is five (5) years after the date of expiration of the initial term or the current renewal term, whichever is longer."

B. Miscellaneous

1. Agreement in Effect. Except as expressly amended or modified by this Amendment, the Agreement remains unchanged and in full force and effect. The parties to this Amendment represent, warrant and agree that no defense to the enforcement of the Amendment and the Agreement shall be raised based upon the absence of agreement to or signature on this Amendment of any individual or other party who assented to or signed the Agreement.
2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws. The parties hereby irrevocably submit to the jurisdiction of the courts in the state of Ohio (state or federal), with venue in Cuyahoga County, over any dispute or

proceeding arising out of this Agreement and agree that all claims regarding such dispute or proceeding shall be heard and determined in such court. The parties to this Amendment hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

3. Construction of Document. The language of this Amendment shall be construed as a whole according to its fair meaning and not strictly for or against one or any of the parties hereto.
4. Counterparts. This Amendment may be executed in counterparts which, taken together, shall constitute one and the same agreement and shall be effective as of the date first written above.
5. Final Expression. The Amendment (i) integrates all the terms and conditions mentioned herein or therein or incidental hereto or thereto, (ii) supercedes all negotiations, oral communications, and prior writings with respect to the subject matter hereof and thereof, and (iii) is intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in this Amendment, and as the complete and exclusive statement of the terms agreed to by the parties of this Amendment.
6. Survival. Should any part, term, provision, or section of this Amendment be declared or determined by any court or other tribunal to be illegal or invalid, the validity of the remaining parts, terms, provisions, or sections shall not be affected thereby and the illegal or invalid part, term, provision, or section shall be deemed not to be a part of this Amendment.
7. Assignment; Successors. This Agreement shall not be assignable by the Company without the prior written consent of the other parties; provided however, that each of Century, MHMBiz and CBIZ of SoCal may assign this Agreement to an affiliate without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party to this Agreement.
8. Waivers. The failure of a party to exercise any of its rights under this agreement on one occasion shall not waive such party's right to exercise its rights on another occasion.
9. Notices. All statements, notices and other communications to be given under this Agreement will be in writing and will be deemed to have been duly given when delivered in person or via facsimile or mail by registered or certified mail, return receipt requested, to the address set forth below.

(a) If to Century, MHMBiz or CBIZ of SoCal:

Century Business Services, Inc.
6050 Oak Tree Blvd. South, South
Suite 500
Cleveland, Ohio 44131
Phone: (216) 447-9000; Fax: (216) 447-9007
Attn: General Counsel

With a copy to:

Akin Gump Strauss Hauer & Feld, LLP
Robert S. Strauss Building
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
Phone: (202) 887-4000
Fax: (202) 887-4288
Attn: Tony Renzi

(b) If to the Company:

Mayer Hoffman McCann P.C.
11440 Tomahawk Creek Parkway
Kansas City, Missouri 66211
Phone:(913) 234-1000; Fax: (913) 234-1100
Attn: William L. Hancock

With a copy to:

Lewis, Rice & Fingersh, L.C.
One Petticoat Lane
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Phone:(816) 421-2500; Fax: (816) 472-2500
Attn: Stan Johnston, Esq.

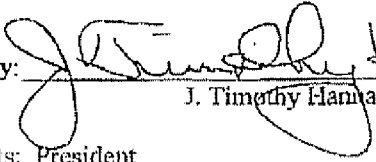
IN WITNESS WHEREOF, a duly authorized signatory has signed this Amendment on behalf of each party as of the date first written above.

CBIZ, INC.

By: 
Michael Gleespen

Its: Corporate Secretary and General Counsel

CBIZ Accounting, Tax & Advisory of Kansas City, Inc.

By: 
J. Timothy Haman

Its: President

CBIZ OF SOUTHERN CALIFORNIA, LLC

By: 
Mark Luttrell

Its: President

Mayer Hoffman McCann P.C.

By: 
William L. Hancock

Its: President

EXHIBIT I

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made effective as of December __, 2009 (the "Effective Date"), by and between, Mayer Hoffman McCann P.C. ("MHM"), on behalf of its shareholders, and affiliates on the one hand; and (1) all parties Plaintiff in Maricopa County Superior Court case number CV2009-091501 and other clients of Thomas Schern Richardson, PLLC, as listed on Exhibit A hereto, (collectively "Investors"); and (2) ML Liquidating Trust ("MLLT"), on the other hand. MHM, the Investors, and MLLT are referred to herein as "the Parties".

WHEREAS, the Parties deem it to be in their mutual benefit that the Investors' and MLLT's alleged claims against MHM, and MHM's claims against the Investors and/or MLLT ("the Claims") not be asserted in litigation at the present time; and

WHEREAS, the Investors, MLLT, and MHM desire and encourage resolution and/or such further review or disposition of the Claims, and wish to avoid the expense and uncertainty of litigation of the Claims if at all possible, and are willing to make the stipulations, covenants and agreements hereinafter set forth in order to defer and postpone litigation;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. As used in this Agreement, the following terms shall have the following meanings:

(a) "Claims" shall mean any and all claims and/or causes of action the Investors or MLLT have or may have against MHM, and any and all claims and/or causes of action MHM has or may have against the Investors, or any of them, and/or MLLT, arising out of or related to MHM's work for and advice to Mortgages Limited, its affiliates, and Scott M. Coles and his affiliates.

(b) "Tolling Period" shall mean the period from and including December __, 2009 (the date the Parties fully execute this Agreement), until and including the Expiration Date (as defined below) of this Agreement.

(c) "Expiration Date" shall mean the earlier of December __, 2010, or 30 days from the date that written notice of termination of this Agreement has been served by any of the Parties on the other in accordance with paragraph 10 of this Agreement.

(d) "Timing Defenses" shall mean and include, and shall be limited to, any affirmative defenses to the Claims that any Party may have to the extent based upon (1) any statutes of limitations and/or any statutes of repose, (2) laches, and/or (3) any failure of any Party to institute or commence litigation or other legal proceedings within some specified period, before a specified date, or before the happening of a specified event.

2. The Investors, MLLT, and MHM stipulate, covenant and agree that the Claims and the Timing Defenses applicable to the Claims shall be tolled during the Tolling Period.

3. The Investors, MLLT, and MHM stipulate, covenant and agree that all time periods prior to December __, 2009, and after the Expiration Date (and prior to

the filing of any lawsuit or other legal proceeding by the Investors or MLLT subject to paragraph 5 of this Agreement) shall be included in the calculation of and running of any Timing Defense to any applicable Claims and Timing Defenses. Nothing contained herein shall preclude a Party from asserting any Timing Defenses to the extent that such defenses already exist as of December __, 2009, and nothing herein shall be deemed to revive any Claims barred as of December __, 2009.

4. The Parties stipulate, covenant and agree that no Party, by executing and entering into this Agreement, is waiving or otherwise impairing by estoppel or any other means, such Party's right and ability to raise any Timing Defenses available to it for the periods prior to the Effective Date and after the Expiration Date (and prior to the filing of any lawsuit or other legal proceeding by a Party subject to paragraph 5 of this Agreement).

5. The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties, and each of them, with respect to the tolling of the Claims and Timing Defenses. This Agreement may not be altered or amended except by written agreement executed by both Investors' counsel, MLLT's counsel, and MHM's counsel. The Parties, and each of them, hereby agree that the terms of this Agreement have not been changed, modified or expanded by any oral agreements or representations entered into or made by the Investors, MLLT or MHM prior to or at the execution of this Agreement.

6. The Parties, and each of them, acknowledge that each of them has had the benefit of counsel of their choice and has been offered an opportunity to review this Agreement with chosen counsel. Each Party further acknowledges that he/she/it has,

individually or through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision hereof shall be construed against any party hereto by reason of either party having drafted or prepared this Agreement.

7. This Agreement may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but also which together will constitute one and the same instrument.

8. This Agreement shall terminate on the Expiration Date as provided in paragraph 1(c) above, unless extended in writing by the Parties to be bound.

9. MHM (as to any or all Claims), MLLT (only as to its Claims), or any Investor (only as to that Investor's individual Claims) may terminate this Agreement prior to the Expiration Date, effective 30 days after the date of serving a written notice of termination, by serving notice of termination by letter to the other party(s). Such notice letter shall be served by facsimile transmission, followed by the delivery of an original of the notice letter by United States mail, to the following persons at the following addresses and facsimile numbers:

If to MHM:

Kendall D. Steele
Jardine Baker Hickman Houston
3300 N. Central, #2600
Phoenix, Arizona 85012

Tomas A. Ortiz
Garrett & Tully, PC
225 South Lake Avenue, Suite 1400
Pasadena, CA 91101

∥

∥

If to the Investors:

Richard R. Thomas
Thomas Schem Richardson, PLLC
1640 South Stapley Drive, Suite 205
Mesa, Arizona 85204
Fax No.: 480/632-1938

If to the ML Liquidating Trust:

Kevin O'Holloran
ML Servicing Company
14050 N. 83rd Ave. #180
Peoria, AZ 85381

10. On or after the Expiration Date of this Agreement, a Party shall have the right to file and pursue any and all Claims and to seek any and all legal remedies against another Party(s) that may be available to the filing Party, if any, and the other Party(s) shall be entitled to assert any Timing Defenses or other defenses, if any, subject to the terms of this Agreement.

11. Nothing in this Agreement shall be construed as an admission or denial by any of the Parties as to the merits of any of the Claims or the merits of any defenses to any of the Claims. This Agreement shall be maintained by all Parties in the strictest confidence, neither its existence nor content shall be disclosed to third parties, and it not be admissible in any litigation except as necessary to support or defend a Timing Defense.

12. Each person signing this Agreement represents and warrants that he/she has authority to sign in the representative capacity indicated.

W

W

13. Nothing in this Agreement shall alter the effect of 11 U.S.C. § 108 on claims of MLLT or MHM.

SO AGREED:

THE INVESTORS

Date: _____

By: _____

Its: _____

MAYER HOFFMAN MCCANN, P.C.

Date: 12/22/09

William L Hancock

By: William L. Hancock

Its: President

ML LIQUIDATING TRUST

Date: _____

By: _____

Its: _____

PERSONS AND/OR ENTITIES WHO WILL BE PARTIES TO THE TOLLING
AGREEMENT

I. Current Parties Plaintiff in Case CV2009-091501

DELERY GUILLORY and KATHY GUILLORY, husband and wife;

BEAR TOOTH MOUNTAIN HOLDINGS, LLP, an Arizona limited liability partnership;

CORNERSTONE REALTY AND DEVELOPMENT, INC., an Arizona corporation;

WILLIAM L. HAWKINS FAMILY, LLP, an Arizona limited liability partnership;

CORNERSTONE REALTY AND DEVELOPMENT, INC. DEFINED BENEFIT PLAN AND TRUST;

AJ CHANDLER 25 ACRES, an Arizona limited liability company;

QUEEN CREEK XVIII, LLC, an Arizona limited liability company;

PUEBLO SERENO MOBILE HOME PARK, LLC, an Arizona limited liability company;

MICHAEL JOHNSON INVESTMENTS II, LLC, Arizona limited liability company;

WILLIAM C. LEWIS, As Trustee of the WILLIAM C. LEWIS TRUST DATED AUGUST 1, 1989, AS AMENDED;

RICHARD K. UNDERWOOD, As Trustee Of THE RICHARD K. UNDERWOOD REVOCABLE TRUST DATED OCTOBER 31, 1995, AS AMENDED;

ELFRIEDE SCHOBER;

EVA SPERBER-PORTER, a married woman;

BASELINE AND VAL VISTA LIMITED PARTNERSHIP, an Arizona limited partnership;

LITCHFIELD ROAD ASSOCIATES LIMITED PARTNERSHIP, an Arizona limited partnership;

MARK SVEJDA, a married man;

VOLKER ROSSNAGEL;

TRINE HOLDINGS, LLC, Arizona limited liability company;

YUVAL and MIRIT CAINE;

WEKSLER-CASSELMAN INVESTMENTS;

MORLEY ROSENFELD, M.D. P.C. RESTATED PROFIT SHARING PLAN;

MELVIN L. DUNSWORTH JR., Trustee of THE REVOCABLE LIVING TRUST OF MELVIN DUNSWORTH, JR. DATED DECEMBER 23, 2003;

EVERTSON OIL COMPANY, INC., a corporation;

JAMES C. SCHNECK, Trustee of THE JAMES C. SCHNECK REVOCABLE TRUST;

JASON C. SCHNECK;

JAMES C. SCHNECK;

BRETT M. MCFADDEN;

LONNIE JOEL KRUEGER, Trustee of THE LONNIE JOEL KRUEGER FAMILY TRUST;

LON KRUEGER;

ORVILLE and ALTHEA KRUEGER FAMILY TRUST;

ORVILLE AND ALTHEA KRUEGER, husband and wife; MARYANNE KRUEGER, a married woman;

LON KRUEGER, TRUSTEE FOR THE JAMES C. IRREVOCABLE TRUST;

ROBERT MAURICE FACCIOLA, Trustee of THE ROBERT MAURICE FACCIOLA TRUST;

ROBERT FACCIOLA;

BRUCE DENNIS BUCKLEY AND ALIVIA VIRGINIA BUCKLEY As Trustees of THE BRUCE DENNIS BUCKLEY AND ALIVIA VIRGINIA BUCKLEY REVOCABLE LIVING TRUST DATED JUNE 4, 1985 AND AMENDED DECEMBER 7, 1994;

EQUITY TRUST COMPANY, CUSTODIAN FBO BRUCE D. BUCKLEY IRA ("BRUCE BUCKLEY");

MARK LOBERG; LOUIS R. VAZQUEZ, M.D.;

JAN M. STERLING, Trustee of THE JAN M. STERLING LIVING TRUST;

JAN M. STERLING;

JAN M. STERLING LIVING TRUST;

LEAH L. LEWIS, Trustee Of THE LEAH L. LEWIS TRUST DATED FEBRUARY 23, 2000;

LEAH L. LEWIS; STEPHEN B. HOWELL, M.D., Trustee of THE STEPHEN B. HOWELL, M.D. COMBINATION RETIREMENT TRUST, DATED DECEMBER 16, 1998;

STEPHEN B. HOWELL;

BRETT W. HOWELL;

JUSTIN HOWELL;

PAMELA R. ANDERSON; KAREN E. LAMB, Trustee of THE KAREN E. LAMB LIVING TRUST DATED FEBRUARY 26, 2007;

KAREN E. LAMB; DELBERT R. LEWIS, JR., Trustee of THE DELBERT R. LEWIS, JR. FAMILY TRUST UTA DATED DECEMBER 31, 1997;

JOSEPH L. AND HELEN M. BALDINO, Trustees of THE BALDINO FAMILY REVOCABLE TRUST DATED MAY 26, 1994;

HELEN M. BALDINO;

JOSEPH L. BALDINO;

JOSEPH L. BALDINO, Trustee of THE MERIDIAN FINANCIAL CORPORATION PROFIT SHARING AND RETIREMENT TRUST;

HELEN M. BALDINO AND JOSEPH L. BALDINO, husband and wife;

ALAN and TERRI BANDLER, husband and wife;

SHELDON EPSTEIN, M.D. and KAREN EPSTEIN, husband and wife;

HEATHER R. EPSTEIN;

MICHAEL D. EPSTEIN;

JONATHAN & LYNDA BLIVEN, TRUSTEES OF THE JONATHAN & LYNDA BLIVEN FAMILY TRUST;

CRAIG ALLISON, Trustee of THE CRAIG ALLISON LIVING TRUST;

DONALD ANDERSON;

STEPHEN D. BARBOUR;

JANE A. BARTELME;

MORRIS GORDON BAGNE;

JUNE BEHRENDT;

STEPHEN BROTZMAN & SIGRID VAN BLADEL, Trustees of THE STEPHEN BROTZMAN & SIGRID VAN BLADEL REVOCABLE TRUST;

SHERYL CALCAVECCHIA;

ERIKA CARLSON, Trustee Of THE ERIKA CARLSON TRUST;

FIFTH AGE OF MAN FOUNDATION (CORP);

WALTER J. CLARKE;

BEVERLY CLARKE, TRUSTEE OF THE BEVERLY CLARKE TRUST;

BEVERLY CLARKE;

WILLIAM EDWARDS;

DONALD FRUCHTMAN;

STEPHEN FRANKLIN, TRUSTEE OF THE STEPHEN FRANKLIN TRUST;

MICHAEL C. GALLAGA;

DAVID and LOIS A. GOLDMAN;

DAVID GOLDMAN;

GERALD GROSS, Trustee of THE GERALD GROSS FAMILY TRUST;

GERALD GROSS and THELMA A. GROSS, husband and wife;

STEPHEN C. GRESSER, Trustee Of THE STEPHEN C. GRESSER 1995 TRUST;

FREDERICK C. HEITMAN;

DONNA R. HEITMAN;

STEPHEN & DEBORAH HOOKER, Trustees of THE STEPHEN & DEBORAH HOOKER TRUST;

STEPHEN L. HOOKER;

DEBORAH L. HOOKER;

MICHAEL KLIMANSKI;

ELIZABETH KRENZEL;

JEANNE LEWIS, Trustee Of THE JEANNE LEWIS REVOCABLE TRUST;

STEPHEN LESHNER;

NANCY LUTZ;

THOMAS LUTZ;

WILLIAM J. MILLER & SANDRA B. MILLER, Trustees of THE WILLIAM J. MILLER & SANDRA B. MILLER FAMILY TRUST;

NORMAN THARP, Trustee of THE NORMAN THARP FAMILY TRUST;

KATALIN A. RADER;

ROBERT RADER;

THE RADER FAMILY TRUST;

KURT SEEMANN;

THE JAYESH K. & VAISHALI SHAH FAMILY TRUST;

JAYESH SHAH;

SUSAN E. SHIPLEY;

JOHN K. SOLHEIM & BROOKE L. SOLHEIM JOINT;

DAVID BRIAN STANTON;

DAVID BRIAN STANTON, Trustee Of THE DAVID BRIAN STANTON REVOCABLE TRUST;

BETTY J. TATRO;

KATHLEEN K. TOMASULO;

KATHLEEN K. TOMASULO, Trustee of THE KATHLEEN K. TOMASULO CREDIT SHELTER TRUST;

DARREN C. TREASURE;

URQUIETA SMYTHE, Trustee of THE URQUIETA SMYTHE FAMILY TRUST;

JOHN S. VANDERHEIDE, Trustee Of THE JOHN S. VANDERHEIDE TRUST;

CHARLES VOSE;

CHARLES B. WINN;

JOHN C. VINSON and TAEKO VINSON, Trustees of the JOHN CHARLES
VINSON FAMILY TRUST

ROBERT G. FURST, TRUSTEE OF THE ROBERT G. FURST & ASSOC. LTD.
PENSION PLAN;

ROBERT G. FURST;

DAVID FURST, TRUSTEE OF THE FURST FAMILY TRUST;

DAVID FURST, TRUSTEE OF THE DHF CORPORATION RETIREMENT
TRUST;

INVESTOR CLOUT, an Arizona general partnership.

II. Other Clients of Thomas Schern Richardson, PLLC

ROBERT G. RODEN LIVING TRUST;

DICK J. DIJKMAN (FIRST TRUST COMPANY OF ONAGA, CUSTODIAN);