

ATTORNEY FEE EXECUTORY CONTRACT

The undersigned Client agrees to retain the legal services of Kevin D. Ahrenholz (Attorney) of Beecher Law Firm for a flat fee of \$1,795.00 (subject to a potential discount of \$200.00 for qualified clients, making the fees \$1,595.00 for those clients), which includes the court's filing fee, for the pre-filing preparation of a Chapter 7 or Chapter 13 consumer, non-business bankruptcy petition. Those who have engaged in business within the past year and/or have IRS debt will be charged customary hourly rates for Attorney and staff, with an advance retainer quoted by Attorney, for all pre and post-filing services. If this is an emergency filing to stop a garnishment, foreclosure or repossession of an asset, the retainer is \$1,995.00. These fees are due prior to filing the bankruptcy petition. **Any fees paid are fees received for services rendered and are non-refundable, whether Client decides to follow through with filing a bankruptcy petition or not.** The fees charged are a non-refundable flat fee for proprietary forms, documents and information that is being provided to Client, and for services that have already been performed at the time of paying the fees, or that will be performed contemporaneous to payment, including (but not limited to): preparation of the Means Test analysis, liquidation analysis, income/expense analysis, budget analysis, eligibility analysis, Chapter 7 vs. Chapter 13 analysis. Upon full payment of the non-refundable flat fee, Client may also inform any creditor of the pending bankruptcy and refer all creditor calls to Attorney's law firm in an effort to be shielded from further contact. This service is part of the flat non-refundable fee along with the following services: Attorney will provide Client with a "Creditor Defense Packet" along with documents and advice on preparing for a bankruptcy filing, and what to expect pre filing and post filing. The fee also includes five pre-filing consultations with Attorney and paralegals relating to bankruptcy matters. The fee covers case administration of Client's file in preparing it for filing a bankruptcy petition, and client follow up prior to filing. This fee is good for six months, at which time either a bankruptcy petition must be on file, the file has been closed, or the file will remain open subject to a \$75 per month case administration fee that will be charged to the client at a later date. If Client decides to file after six months, the amount of the filing fee, court costs, and unpaid monthly case administration fees must be advanced by the Client prior to filing, in addition to the original flat fee amount. If the case has been filed within six months, no case administration fee will be charged. The Client's decision on whether to file a bankruptcy petition has no bearing on whether fees have been earned by Attorney. The parties recognize that the Attorney has performed valuable services in assisting Client in helping determine whether to file a bankruptcy petition, whether one ultimately is filed or not, and that Attorney shall be paid for those services whether or not Client decides to file.

Any default in payment pursuant to the Installment Agreement of more than 45 days renders the Agreement voidable by Attorney with forfeiture of all fees paid. Client assumes any unpaid fees at the time of filing the bankruptcy petition pursuant to this executory contract which is assumed by Client. The parties acknowledge that any unpaid fees to Attorney or to the Beecher Law Firm are nondischargeable pursuant to 11 USC § 523 as all fees were incurred in full contemplation of bankruptcy. Attorney makes no guaranty as to the success of any bankruptcy or litigation proceeding. Should Client elect not to file bankruptcy prior to payment in full of the flat fee referenced above, all fees paid shall be applied to pay Attorney for legal consulting and debt counseling services leading to Client's decision on whether to file bankruptcy, and Attorney may submit a billing statement to Client for any remaining unpaid fees or costs for services rendered based on Attorney's hourly rate designated below.

Additional attorney fees and costs incurred after filing the bankruptcy petition will be billed to client for all post-filing costs and services, including, but not limited to postage, photocopies, download fees, telephone charges, emergency filings, fees for "above-median income debtors" and potential trustee audits. Fees at hourly rates are charged for post-filing services relating to any issues, including, but not limited to, foreclosure, repossession, leases, mortgage servicing issues, creditor harassment or correspondence, reaffirmation agreements and hearings, redemption agreements, Adversary Proceedings, ancillary litigation, Contested Cases, tax issues, debt defense, stay litigation, hearings, debt management, lien avoidances (including judgment liens), bankruptcy avoidance issues, estate planning, trustee matters, trustee preference or recovery actions, correspondence, emails, phone calls, travel, or any other questions Client may have, whether posed by letter, telephone, or e-mail. If Attorney assists Client with any of these services, the rate is \$250.00 per hour, and assistance from a Legal Assistant is charged at \$125.00 per hour. Any letter, phone call or email initiated by Client to Attorney or to Legal Assistant of Attorney may be billed at these hourly rates. Attorney and paralegal work is tracked in 0.05 of an hour (three minute) increments and prorated accordingly. (To minimize attorney fees, it is recommended that Clients follow the instructions contained in periodic mailings and telephone calls, and carefully review all letters, the Frequently Asked Questions, and other internet resources). If Client has a high number of creditors, there is an additional fee of \$10 for each creditor over 20 creditors. There is a \$95.00 charge for amendments filed with the court. All post-petition correspondence, telephone calls and e-mail communication between Attorney and Client will be billed at attorney's hourly rate. Claims against creditors and asset recovery may be pursued on a 50% contingent fee of any gross recovery, upon Attorney's sole discretion. For files that become dormant due to Client's inactivity, and which have remained open for more than 12 months prior to the filing of a bankruptcy petition, Attorney shall have the discretion to close the file and apply all fees paid to services rendered and bill the Client for any remaining unpaid services. Hiring Attorney to consult regarding bankruptcy matters does not mean that Attorney has undertaken any steps to clear title to any real estate owned by Client now or in the future. Real estate title clearing issues relating to discharging judgments and dealing with judgment liens on real estate are separate matters that are not covered by the above-quoted fees. Client may hire attorney to perform title clearing services

pursuant to a separate fee schedule. Hiring Attorney to provide bankruptcy consulting services does not bind Attorney to represent Client in the event of litigation, or an Adversary Proceeding. Those are separate matters that must be addressed by a separate agreement between Attorney and Client.

For Chapter 13 petitions and plans which can last up to five years, fees will be charged and billed at Attorney's hourly rate of \$250 per hour. As a condition to representation, \$1,795 must be paid in advance to be placed on retainer in the Client's trust account, which is used to pay future court costs and to secure future costs and fees associated with the ongoing representation of the Clients for non-bankruptcy matters, or in the event of case dismissal. All attorney fees for the preparation, filing, and prosecution of the Chapter 13 Petition, Schedules and Plan will be billed through the plan trustee and paid by the plan trustee as an administrative expense to the extent that it is allowed by the court. Attorney may charge up to the base amount of \$3,995 established by the court to the point of Confirmation and may apply to the court for any fees that exceed the base amount. Fees will be billed at hourly rates post-confirmation. Any fees incurred in excess of the amount paid by the trustee, or for services unrelated to the bankruptcy filing, will be billed to Client at the end of the case if not subject to court approval or disallowed by the court. In the event of case dismissal, or attorney or client termination, Client shall pay the balance of any unpaid fees which have not been paid by the plan trustee. Client intends to assume this Executory Contract (including any outstanding balance on any attorney fees with Attorney and/or The Beecher Law Firm at the time of filing Client's bankruptcy petition) and shall notify Attorney in writing in advance of filing Petition if it is not going to be assumed. For emergency petitions, all fees are due prior to filing, and all documents and signatures from Client must be completed within two weeks of the filing date. If Client fails to cooperate, provide documents, fees, or signatures in a timely manner, Attorney may withdraw, with a forfeiture by Client of all fees paid and due.

All fees are due when billed, or as stated herein. Fees unpaid by more than 30 days shall be in default and shall incur interest at the rate of 1.5% per month. Client agrees to pay attorney fees and all costs of collection. The parties agree that jurisdiction and venue lies in the Iowa District Court for Black Hawk County should any dispute over fees or this contract arise, and that Iowa law shall govern. Client acknowledges receipt of written disclosures per §527 and §342(6) of the Bankruptcy Code. Attorney represents certain creditors and has explained the potential conflict of interest to Client. Client waives any potential conflict. Debtor and Joint Debtor understand the inherent conflict of interest in exploring bankruptcy options jointly, and by disclosing their financial information to each other, and hereby waive that potential conflict. The Attorney-client relationship terminates upon bankruptcy discharge, or case closing. If Client terminates Attorney, all flat fees tendered are nonrefundable, and Client shall be liable for the balance of any unpaid flat fees or hourly fees earned upon termination. In the event Client is relying on Hyatt, or another third-party provider, to pay fees, we will bill Hyatt for all covered services. It is up to the client to review their Hyatt plan and to contact Hyatt to determine whether any services requested are not covered. To the extent that the attorney performs any legal services on behalf of client that are not covered by Hyatt, the client hereby expressly authorizes the attorney to perform those services and promises to pay for those services separately at the attorney's standard hourly rates. All pre-filing fees must be paid in cash, cashier's check, money order, check, or debit card. No fees shall be paid by credit cards of the client, unless those charges are repaid by client. Fees may be paid by credit cards of non-filing third parties. Client represents that any and all payments by card are debit card payments, or credit cards of non-filing third parties, or will be repaid by client, and that client will not incur new non-repaid credit card debt in order to pay pre-filing fees. If client desires post-filing or post-discharge services, such as (but not limited to) credit repair, creditor harassment, lien avoidance, judgment repair, filing state court pleadings, repossession, foreclosure, mortgage servicing issues, loan or reaffirmation issues, or any other post-filing or post-discharge issues, the Attorney-Client relationship may be re-established upon the verbal or written agreement of both parties. Client is informed that bankruptcy does not remove liens on real estate or remove negative credit history from credit reports. With this agreement, Attorney is not undertaking any services to remove liens, clear title to real estate, repair credit, improve credit scores, or alter reporting done by credit reporting agencies. This agreement may be entered in counterparts, and all parts merged into one document for purposes of obtaining signatures. Scanned or faxed documents with digital signatures are binding.

DATED:

Client

Kevin D. Ahrenholz, Attorney at Law

Client