CHAPTER 7 BANKRUPTCY FEE AGREEMENT

1. The undersigned, _____ (the "Client (s)"), hereby retains and employs William R. Noelker, Attorney at Law (the "Attorney"), to represent him/her/them in a case to be initiated under Chapter 7 of the Bankruptcy Code.
2. The legal services to be rendered are as follows:
   a. Preparation and filing of the petition, Statement of Financial Affairs, Statement of Intention, Means Test Statement, and Schedules;
   b. Attendance at one Meeting of the Creditors;
   c. Executing Client approved reaffirmation agreements;
   d. Preparation and filing of Form 23 and debtor(s) Certificate(s) of Debtor Education;
   e. Handle routine communications with creditors during the pendency of your case regarding claims the creditors may have against you;
   f. **The Attorney is not responsible for opening and sorting Client mail for bankruptcy purposes.**
3. Any additional work in addition to paragraphs 2(a) thru 2(e) must be agreed to and memorialized in writing, executed by both parties and requires an additional fee. The Attorney reserves the right to require any additional fees to be paid in advance before any additional work is performed on the Client's behalf. There may also be additional costs associated with any additional work performed under this section.
4. Amendments to the Debtor's bankruptcy filing require a minimum fee of $100.00.
5. If the Client chooses to convert the Chapter 7 filing to a Chapter 13 filing, a new agreement must be executed before any work on the conversion will be completed by the Attorney. Any fee earned before the conversion becomes the property of the Attorney.
6. Motions to Avoid Liens require an additional $250.00 flat fee per lien to be paid in advance of the filing of these motions.
7. In consideration of the legal services to be rendered to the Client by the Attorney the Client agrees to pay to the Attorney a **non-refundable flat fee of $1,480.00** which includes a filing fee of $335.00. **The Client understands that the Attorney will not file the petition until the flat fee is paid in full and the Client has satisfied the other terms of this agreement.**
8. The Client acknowledges that the Attorney has discussed restrictions on compensation set out in the bankruptcy code and understands that representation which occurs after the commencement of the bankruptcy case may not by law be included in or charged against the monies paid to the Attorney prior to the petition, and that such services described above and

subject to this agreement which occur after the petition will be billed separately at the rate of $250.00 per hour. Post petition charges for legal services may be paid only for monies which are not property of the bankruptcy estate and which are earned by the Client after the date on which the bankruptcy petition is filed.

9. This agreement does not include representation in litigation currently pending or anticipated upon its execution. The Client understands that foreclosure and other collection proceedings pending in State Court may survive the bankruptcy proceeding. This agreement does not include representation in these proceedings.
10. The Client understands that the Attorney cannot guarantee a discharge.
11. The Client understands that garnishments, foreclosures, levy's, executions or other legal collection remedies will not stop until the petition is filed.
12. **The Client must pay for and complete two credit counseling courses.** The Attorney is not responsible for the completion of these courses and cannot assist the Client in completing them. **The Client understands that the Attorney cannot file the petition until the Client completes the first credit counseling course and the Attorney receives the certificate of completion.** Failure to complete the second credit counseling course can result in the dismissal of the bankruptcy case.
13. The Attorney has made no representation when the Client's bankruptcy will be filed. There are many factors which control the filing of the petition including but not limited to the receipt of documents from the client. A list of the required documents will be provided to the client and it is the **CLIENTS RESPONSIBILITY TO DELIVER THEM TO THE ATTORNEY IN A TIMELY MANNER.** The Attorney will not file the Client's petition unless all documents requested are received. The Attorney agrees to file the Client's petition in a timely manner once all documents requested are received. From time to time the Trustee will ask for additional documents. The Client is responsible for providing these documents to the Attorney within the time frame required by the Trustee or the Court. If the Client fails to provide the documents within the time frame requested the Client's case may be dismissed.
14. The Client agrees to disclose all property, regardless of its exempt status, to the Attorney and understands that all property of any kind owned by the Client must be listed on the Petition. The Attorney is not responsible for deception by the Client.
15. The Attorney reserves the right to withdraw from representation should the Client breach any material term of this agreement. The Attorney is released from his obligation to perform under

the terms of this agreement after 90 calendar days following its execution if the Client fails to perform any obligation contained within.

16. This is the parties' entire agreement. Any modification must be expressed in writing, signed by both parties and attached hereto.

Signed and agreed to on this _____ day of _____, 20____.

_____
Debtor

_____
Co-Debtor

_____
William R. Noelker