

ATTORNEY FEE EXECUTORY CONTRACT

By signing this document neither party is bound by a contractual obligation until Client directs Attorney to file a bankruptcy petition on behalf of Client, or tenders payment or partial payment to Attorney. There is no money due, and no obligation to hire or pay Attorney by signing this contract. The filing of a bankruptcy petition by Attorney on behalf of Client, or the tendering of money from Client to Attorney triggers the binding effect of this contract. The undersigned Client agrees to retain the legal services of Kevin D. Ahrenholz (Attorney) for \$1,495.00 (subject to a potential discount of \$200.00 for qualified filers, making the fees \$1,295.00 for those clients), for the filing of a Chapter 7 or Chapter 13 bankruptcy petition. This includes court costs of \$299.00 (or \$274.00 in Chapter 13), which Attorney will pay on Client’s behalf. These fees and costs are due prior to filing the case.

Additional costs may be incurred after the filing of the bankruptcy petition for postage, photocopies, download fees, and telephone charges, and fees for “above-median income debtors” and potential trustee audits. There is an additional fee of \$695 for those that have owned or operated a business recently. Fees at hourly rates for post-bankruptcy filing services relating 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, 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 \$180.00 per hour, and assistance from a Legal Assistant is charged at \$90.00 per hour. 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 \$85.00 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 may be pursued on a 50 % contingent fee of any gross recovery, upon Attorney’s sole discretion.

For Chapter 13 petitions, fees will be charged and billed at Attorney’s hourly rate of up to \$180.00 per hour. As a condition to representation, \$1,495.00 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 nonbankruptcy matters. All attorney fees for the preparation, filing, and prosecution of the Chapter 13 Petition, Schedules and Plan will be billed through the plan trustee. Attorney may charge up to the base amount 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 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 and shall notify Attorney in writing in advance of filing Petition if it is not going to be assumed. 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, and desires a free consultation with Attorney at no charge and no obligation for the purpose of analyzing and discussing bankruptcy and non-bankruptcy options. Attorney represents certain creditors and has explained the potential conflict of interest. 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 fees tendered shall be treated as earned fees at Attorney’s hourly rate, and Client shall be liable for the balance of fees earned upon termination. 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.

Dated this _____ day of _____, 20____.

Client

Kevin D. Ahrenholz, Attorney

Client