

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In Re: _____ CHAPTER 11
CASE NO. _____
Debtor _____ HON.
_____ /

STATEMENT PURSUANT TO RULE 2016 (B)

I hereby retain Kurt O'Keefe, hereinafter, Attorney, to file and represent me/_____ Corporation, hereinafter, Client, in a Chapter 11 Bankruptcy. Attorney agrees to prepare and file the petition and Schedules, Plan and other required documents and to appear at the 341 hearing.

I understand that court, deposition, and other dates may involve the schedules of other attorneys. I authorize Mr. O'Keefe to agree to requested adjournments of all such matters as a matter of professional courtesy at his discretion.

The agreed minimum fee for this representation, subject to Court approval, is \$10,000.00.
\$10,000 has been paid, and Attorney acknowledges receipt of \$1,039 toward the \$1,039 filing fee.

Client agrees to pay all costs, including all telephone charges

The current hourly rate charged by Attorney is \$375.00, billed by tenths of an hour. Any additional amount owed will be determined by the Bankruptcy Court after filing of an attorney fee application, pursuant to Local Bankruptcy Rules and other applicable Law.

Client agrees to cooperate fully with Attorney in all respects, including, but not limited to the following:

- A. Appearing for office conferences when requested by Attorney,
- B. Promptly responding to all requests by Attorney, or by another party, for information, such as by way of Interrogatories, Depositions, Rule 2004 Exams,
- C. Complying with all other requests made by Attorney relating to furthering the Client's case.

Client agrees to obey all Court Orders, to avoid violation of any injunctions, and to refrain from unlawful conduct of any kind as it relates to this case.

CLIENT IS AWARE THAT ATTORNEY'S TIME IS LIMITED, AND THAT TIME FOR WHICH CLIENT WILL BE BILLED INCLUDES:

- A. All time spent on the case by Attorney,
- B. All time spent on the telephone by Attorney, with Client or anyone else regarding the case
- C. All time spent by Attorney traveling between his office, and a Court, or any other place in connection with the case,
- D. All time spent writing legal documents, letters or anything else in connection with the case
- E. All time spent by Attorney in Court, including time spent waiting for Client's case to be called.

Attorney makes no promises or representations as to the outcome of the case, but agrees to use his best efforts on behalf of Client and in his best interest. Client hereby acknowledges that Attorney has not made any promises or representations as to the ultimate outcome of this legal matter.

Under no circumstances shall Attorney be required under this Agreement to:

- A. Represent Client in an Appeal of any decision,
- B. Represent Client in a Motion for Reconsideration or Modification,
- C. Represent Client in any proceedings in any other lawsuits, actions or other proceedings arising out of his conduct in this case, or any other case.

Pursuant to U. S. Treasury Department Regulation 31 CFR Part 10, section 10.35, be advised that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding penalties that may be imposed on the taxpayer and the Internal Revenue Code of 1986 as amended or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Attorney has not shared, or agreed to share, with any other entity any compensation paid, or to be paid, by Client, except as follows:

I acknowledge receiving a copy of the Agreement. Client consents to Attorney disposing of his physical file, including all documents, five years after the end of the representation.

Date: _____

Kurt O'Keefe P30718
ATTORNEY FOR DEBTOR
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