

SHILLIDAY LAW, P.C.

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April 18, 2013

Hepburn Ingham
2261 Market Street, #447
San Francisco, CA 94111

Dear Hepburn:

This letter will confirm I have been asked to represent you, Hepburn Ingham ("Client"), in certain matters set forth below relating to the commencement and prosecution of claims objecting to discharge of certain debts owed to Client by Debtor Todd Burke in bankruptcy proceedings pending before the United States Bankruptcy Court for the District of Colorado captioned *In re Todd Burke*, Case No. 13-15554-ABC ("Adversary Proceeding"), as well as any additional matters Client may refer to me. Colorado law requires all fee agreements to be in writing. This letter sets forth the terms of my representation of Client, subject to your acceptance of these terms.

I agree to perform legal services on behalf of Client faithfully and with due diligence. I will be the attorney in charge of your matter and, therefore, I will be the appropriate contact person for services to be rendered on Client's behalf.

Consistent with our prior communications, this writing confirms I have been retained to act on Client's behalf with respect to commencement and prosecution of the Adversary Proceeding. Client has agreed to pay a Retainer in the amount of \$2,150. Any accrued attorney fees and costs shall be first applied against the Retainer paid by Client. I shall bill Client for legal services rendered and costs incurred at the rate of \$215 per hour. I will give Client at least thirty (30) days advance notice of any change in this billing rate, as my billing rate is periodically adjusted to accommodate increases in the cost of operations. I charge in six-minute increments, with a minimum of one-tenth of an hour for any single item. My fees shall be due and payable simultaneously with the receipt of any bill, as well as any costs and expenses advanced on Client's behalf. Costs, expenses, and fees are payable regardless of the outcome of the case or matter.

I will be incurring certain photocopying, postage, long distance telephone, and other "out of pocket" expenses during the course of rendering legal services on Client's behalf. Any such costs which I deem reasonably necessary to perform the requested legal services will be at Client's expense (e.g., depositions, service of process, duplication of documents, filing fees, securing a boundary and/or improvement survey, etc.). However, any unusual expenses (e.g., use of an independent expert or professional) will be incurred only upon Client's prior written consent. Client will be required to pay all costs and

expenses incurred on his behalf, as well as court costs ordered or fees assessed by the court. I am authorized to pay on Client's behalf any costs associated with the above-referenced matters or any other matter in which I represent Client, whether incurred by Client or my firm, directly from the proceeds or fees received or monies deposited, although I have no obligation to pay the same. Client will remain liable for any costs incurred during my representation of Client until said costs are discharged in full.

In the event I am required to travel on Client's behalf, I will charge at my regular hourly rate and shall be authorized to use transportation and accommodations at Client's expense. In such event, Client will either send me the ticket for transportation, prepaid, remit in advance (if requested by me) the estimated cost thereof, or provide in advance of any trip confirmation that any travel and accommodation expenses will be directly billed to Client.

I will send monthly billing statements to the Client, but depending upon the nature and magnitude of the services performed, I may bill more frequently. My bills are due and payable thirty (30) days after the date set forth on the billing statement.

I reserve the right to assign more than one lawyer on any matter as necessary and appropriate, although I will attempt to use paralegals or law clerks if appropriate to lower total fees. Client will be charged my customary hourly rate with respect to my participation at any hearing, trial, arbitration, adversary proceeding, or similar matters.

In some instances, Client and I may jointly agree that the anticipated project shall be accomplished for a fixed fee, but absent a prior written agreement, I will render legal services on Client's behalf at the hourly rate set forth above.

Client acknowledges I have made no guarantee regarding the successful determination of this matter(s) and all expressions relative hereto are matters of my preliminary opinions based on then-existing information and knowledge.

Client agrees I may withdraw upon written notice if any bill is not paid within thirty (30) days after mailing, if Client has refused to follow my counsel or advice, or if Client has refused to cooperate with me in the prosecution of the case or matter(s).

It is agreed Client will bear all costs of collection, including reasonable attorney's fees, if payments are not made as agreed. Client warrants and acknowledges that he has the financial ability to discharge all fees, costs, and expenses contemplated by this Agreement.

The receipt of a fully executed copy of this Agreement is acknowledged by Client's signature hereon, and if this Agreement is signed by two or more parties, it is a joint and several obligation.

Upon the conclusion of my representation in this case or matter, Client may request the turnover of all files which I have created or maintained on their behalf. If

Client does not request turnover of such files, I will maintain the files for a period of two years following the conclusion of the case. If Client does not request the files in writing during this period, by execution of this letter, Client authorizes me to have all such files destroyed without further notice. An administrative charge may be assessed for file storage after conclusion of the case. Files may be maintained in paper or electronic form, or both.

Although I look forward to a productive and enjoyable relationship with Client, the parties to this Agreement mutually agree any controversy or claim arising out of or relating to this Agreement or the breach thereof, including a dispute regarding the amount or payment of legal fees, shall be resolved through mandatory and binding arbitration in Denver, Colorado. The parties agree any such dispute shall be submitted to and resolved by the Colorado Bar Association Legal Fee Arbitration Committee ("Arbitration Committee"), 1900 Grant Street, 9th Floor, Denver, Colorado 80203-4336 in accordance with the procedures established by the Arbitration Committee, or by any other dispute resolution organization mutually-acceptable to the parties. The decision of the arbitrator(s) shall be final and binding upon the parties. Judgment on any arbitration award may be entered in accordance with the Colorado Uniform Arbitration Act, C.R.S. § 13-22-201, *et seq.*, and enforced pursuant to the Colorado Rules of Civil Procedure. In the event dispute resolution proceedings are instituted between the parties for any reason, the prevailing party shall be entitled to an award of reasonable attorney fees and costs incurred as a result of the proceeding.

If the foregoing is acceptable, please indicate your approval on the line provided below and return the original plus one copy thereof to me. Upon receipt of the foregoing items and payment of the \$2,150 Retainer, I will commence providing legal services on Client's behalf.

I look forward to working with you.

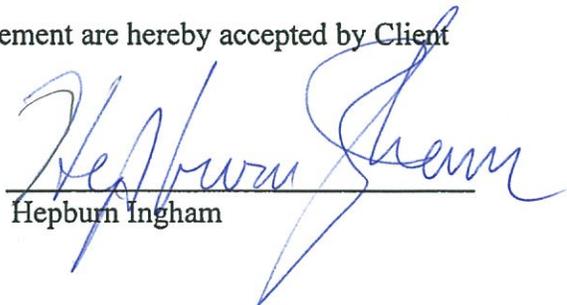
Sincerely,



Robert J. Shilliday III

ACCEPTANCE

The terms and conditions of the above Agreement are hereby accepted by Client on April 19, 2013.


Hepburn Ingham