

DEBTOR ACKNOWLEDGMENTS AND AGREEMENTS (04162006)

I, the undersigned, declare and acknowledge under penalty of perjury as follows:

1. BEFORE FILING THE BANKRUPTCY PETITION. I have reviewed the bankruptcy petition, schedules and statements. I agree that, to the best of my knowledge, all my creditors and assets have been included and all information is true, complete and accurate. I agree to provide my attorney with all required documents (including but not limited to the following: in a Chapter 13 case, copies of all timely filed tax returns that come due while my case is pending, and an update of my income, deductions, and expenses beginning 90 days after the first day of the next calendar year and annually thereafter). I agree to keep my attorney and the Court apprised of changes of address, phone numbers, and financial condition, including inheritances received within the six months following the petition date.

2. IMMEDIATELY AFTER THE FILING OF THE BANKRUPTCY PETITION AND BEFORE THE CREDITOR'S MEETING. I must have provided my attorney with copies of (a) My Domestic Support Obligation Questionnaire, (b) my most recently required federal tax return, (c) my most recent bank statements for each open account showing the available balance as of the date of the filing of my bankruptcy petition, (d) if I am a Chapter 13 debtor a copy of the tax valuation notice for each parcel of realty I own, and (e) if I am self-employed or employed in a company owned by me in whole or in part, then for each such business a profit & loss sheet, a balance sheet, the tax identification or employer identification number, the most recent county property tax assessment, proof of the existence of tax trust accounts, and copies of state and federal tax returns filed during the last 6 years.

TIMING AND COSTS FOR ADDING CREDITORS. I have reviewed the names and addresses of creditors listed in my bankruptcy before filing it with the Court and believe that all creditors are listed correctly with the addresses required by such creditors for bankruptcy purposes at least to the extent those addresses were available to me. I agree to pay the Law Office \$56 for adding up to five creditors at a time if I add

creditors after filing my Schedules with the Court. I acknowledge that all such creditors must be added NO LATER THAN two months after the First Meeting of Creditors and that my debt to each such creditor must have been incurred before the filing of the bankruptcy.

3. CREDITOR'S MEETING: I understand I must attend the First Meeting of Creditors on time, present (1) my picture ID, (2) social security card, and (3) my most recent pay advice or pay stub.

In addition, as a Chapter 7 debtor, I must also provide a Declaration of Completion of My Intentions with regard to property on which I am still making payments to a secured creditor.

In addition, as a Chapter 13 Debtor, I must present the trustee with (a) my first Chapter 13 plan payment in full by cashier's check or money order, (b) a declaration of projected increases in income and expenses, (c) a declaration of filed tax returns, (d) a declaration of charitable contributions made during the last year and projected for the next year, (e) valuations on each parcel of realty.

I also agree to provide within the deadlines set such other documents as required by the Court, the trustee, or the Law Office. I understand that at the First Meeting of Creditors I must answer all questions truthfully under oath and that, if I fail to any of the foregoing, my case may be dismissed. Failure to attend this meeting will result in additional attorneys' fees and court costs, or the possible withdrawal of the Law Office from representing me. I understand that I must bear the cost of retrieving and copying all such required documentation.

4. STATEMENT OF INFORMATION. I acknowledge receiving and reading the Section 342(b) Statement of Information and will review its contents prior to the First Meeting of Creditors, and understand that the Trustee will inquire at that meeting whether I have reviewed and understood that Statement and received that Notice.

5. JUDGMENTS AND VALUATIONS. I acknowledge and agree that a judgment filed in the county of where my real property is located may be a lien on that real property. I acknowledge that it may be possible to remove that lien while my

bankruptcy case is pending, but to affect such a lien removal I must first enter into a separate agreement with the Law Office authorizing a lien removal action, provide the Law Office with a property report showing the existence of the lien(s), a market analysis or appraisal of my real property, and pre-paid a retainer of at least \$350. I acknowledge and agree that if I do not do all of the above within 30 days of the First Meeting of Creditors, the Law Office has no obligation whatsoever to proceed with a lien removal action. I also acknowledge that the Law Office cannot evaluate my property.

6. LEGAL ADVICE. I acknowledge that I may not rely upon any legal advice provided by the Law Office's secretaries, paralegals, or office workers.

7. TRUSTEE OWNERSHIP AND POST-PETITION ACTIVITY. I understand that from the date of the filing of my bankruptcy petition, the trustee in my case will own all my property. In a Chapter 7 case, the trustee may sell any of my property in which there is equity to satisfy pre-petition debts. I understand that the trustee may conduct post-petition investigations of my assets to determine if I have been truthful. I understand that I must cooperate with the trustee in providing information regarding my assets, liabilities, finances, and financial transactions. I understand that the case may remain open after my discharge. I acknowledge and agree that, after filing bankruptcy and until I receive an Order of Discharge, I will NOT use existing open credit lines, including but not limited to credit cards, home equity credit lines, or bank overdrafts, and if in a Chapter 7 case, I will not sell, lease, or dispose of any property of the bankruptcy estate until the case is closed by the Chapter 7 trustee. I understand that the case may not be closed for a period of time after I receive my discharge.

8. UTILITIES. I acknowledge that I may include in my bankruptcy any unpaid utility bills owed before filing my bankruptcy, but on current utility service I am required to pay a deposit of approximately \$150 to each such utility within 20 days of filing and must keep current on such payments after filing my bankruptcy.

9. STAYING CURRENT ON DEBTS TO KEEP PROPERTY. I acknowledge that

if I wish to retain any property that I have pledged as collateral (home, car, furniture, etc.), I must be current on such payments at the time of filing my bankruptcy and must remain current after filing bankruptcy or else the creditor will have the right to repossess or foreclose on that property. I also acknowledge and agree to remain current on Domestic Support Obligations and to make arrangements, after filing bankruptcy, to pay all non-dischargeable taxes, student loans, criminal fines, DUI damages, etc.

10. REAFFIRMATION OR VOLUNTARY PAYMENTS: I acknowledge that to reaffirm a debt that is dischargeable in my bankruptcy is to legally obligate myself to pay that debt as if no bankruptcy was ever filed. I also understand that it is the Law Office's position that I should not reaffirm any unsecured debt or debts secured by automobiles. I agree and acknowledge that by affixing my signature to any reaffirmation agreement, I am authorizing the Law Office to countersign such reaffirmation agreement and to provide such signed reaffirmation agreement to the creditor whose debt is being reaffirmed for filing with the Court. I understand that if I choose not to reaffirm a debt secured by collateral and I am delinquent in my payments to the creditor, the creditor will be entitled to automatic relief from the stay 45 days after the filing of my bankruptcy, and I will likely lose the collateral to the creditor by repossession or foreclosure. I also understand that creditors secured by collateral will not send me regular invoices or billing statements and that I will be responsible for making such payment on time and in full in the absence of such.

11. OUTSTANDING CHECKS. I understand that I must stop payment on any post-dated checks or non-sufficient funds (NSF) checks if I am going to leave my checking account open. I acknowledge that my bankruptcy filing does not prevent creditors from simply cashing a check I issued to them before filing.

12. DOCUMENTS. Any documents I provide to the Law Office will remain with the Law Office or in its archives.

13. SALES OR LEASES. I acknowledge that, while in bankruptcy (that is, until my case is closed by the trustee), I must obtain court/trustee approval before I can sell, transfer, buy, or lease any property,

or before I can retain or pay real estate agents, accountants, other attorneys or professionals, or before I can incur further debt.

14. TAX REFUNDS AND TAX DEBT. *I acknowledge and agree that any past tax refunds due to me on the date I file bankruptcy will become the property of the Chapter 7 trustee in a Chapter 7 case and that I must turn over those refund checks to the Law Office for delivery to the trustee as soon as I receive them.* I also understand that some taxes (usually, income taxes incurred in the last three years, as well as payroll taxes and sales taxes) cannot be discharged in bankruptcy in a Chapter 7 or a Chapter 13. In a Chapter 13 case, such non-dischargeable taxes must be paid during the term of the Chapter 13 plan with interest at the interest rate set by the taxing authority; if the interest is not paid at the full rate during the Chapter 13 plan, there may be an interest debt remaining at the end of the plan.

15. BANK ACCOUNTS. I acknowledge that, if I have an account with a bank to which I owe money, such account may be "frozen" by the bank as soon as I file my bankruptcy and the money in my account(s) may be applied to pay my debt to the bank unless I move my money out of the account prior to filing the bankruptcy.

16. ADDITIONAL ATTORNEY FEES. I acknowledge I will be charged additional legal fees and costs for services not included in the basic bankruptcy fees and costs as more fully set forth in the agreement between the Law Office and me. I also understand that I must pre-pay such additional fees and costs.

17. REFILING AND CONVERSION. I acknowledge and agree that, if my case is dismissed, the Law Office is not obligated to file another case and that I must pay any balance due on my old case and must pre-pay all refiling fees and costs of any new case as a condition to the filing of any new

case by the Law Office. If my case is converted, I agree to pay the Law Office any refiling fees and Court conversion fees. I acknowledge and agree that a repeat filing will entail extra charges or a referral to another law office. *I also understand that if I file a case within a year of the dismissal of a prior case, I may not be entitled to the protections of the automatic stay.*

18. CREDIT REPAIR: I acknowledge that the Law Office does not provide credit rehabilitation or correction services.

19. REPORT CHANGES OF INFORMATION: I acknowledge and agree to report to the Law Office any change of address, phone, marital status, asset holdings, indebtedness, or employment within 5 days of the change.

20. WITHDRAWAL OF ATTORNEY: I hereby authorize the Law Office to withdraw as my attorney in this case if I fail to act or refrain from acting as agreed upon herein, in my Fee Agreement, or in any other of the documents I have provided the Law Office or if I have provided untruthful, inaccurate, or incomplete information to the Law Office.

21. GAP DOCUMENTS AND POST-PETITION BANKRUPTCY COUNSELLING: I understand that my failure to provide the Bank Statements, pay stubs or advices, and certificate of post-bankruptcy financial management education will likely result in the dismissal of my case.

22. BANKRUPTCY AND CRIMINAL LAW: I understand that the filing of a voluntary bankruptcy case may subject me investigations by the United States Trustee and that any information I provide may be used against me in a criminal proceeding.

23. COMPLIANCE WITH INSTRUCTIONS: I acknowledge and agree to comply with the Instructions provided by my attorney.

Dated this ____ day of _____, 200___. By: _____ Signature

Dated this ____ day of _____, 200___. By: _____ Signature
