

NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): Pali Centric, LLC	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): Belmont Pourhouse; Cuna Supper Club	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 26-2428066	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): 1113 West Belmont Chicago, Illinois ZIP CODE 60657	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: COOK	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other Restaurant and Bar	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
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Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors Check one box: <input checked="" type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). ----- Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.	THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000	
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input checked="" type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	

Voluntary Petition (This page must be completed and filed in every case.) Name of Debtor(s): Pali Centric, LLC

All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed: NONE	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: NONE	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

Information Regarding the Debtor - Venue
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case.)

Name of Debtor(s): Pali Centric, LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (if not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney*

X /s/Karen J. Porter
Signature of Attorney for Debtor(s)
Karen J. Porter
Printed Name of Attorney for Debtor(s)
Porter Law Network
Firm Name

Suite 240, 230 West Monroe Street
Chicago, Illinois 60606
Address

(312) 372-4400
Telephone Number

July 11, 2014
Date

Bar No.: 6188626

Fax: (312) 372-4160

E-mail: porterlawnetwork@gmail.com

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____
Signature

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X Paolo G. Acuna
Signature of Authorized Individual
Paolo G. Acuna

Printed Name of Authorized Individual
Manager and Member

Title of Authorized Individual
July 11, 2014
Date

UNITED STATES BANKRUPTCY COURT
Northern District of Illinois
Eastern Division

In re:

Case No. BKY

Pali Centric, LLC,

Debtor(s)

Chapter 11 Case

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, Paolo G. Acuna , declare under penalty of perjury that I am the Manager and Member of Pali Centric, LLC, a Illinois corporation and that on July 11, 2014 the following resolution was duly adopted by the Manager of the LLC of this corporation:

"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that Paolo G. Acuna , Manager and Member of this corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that Paolo G. Acuna , Manager and Member of this corporation, is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case; and

Be It Further Resolved, that Paolo G. Acuna , Manager and Member of this corporation, is authorized and directed to employ Karen J. Porter , attorney and the law firm of Porter Law Network to represent the corporation in such bankruptcy case."

Executed on: July 11, 2014	Signed: Paolo G. Acuna
	Paolo G. Acuna 1113 West Belmont Avenue , Chicago, IL 60657 (<i>Name and Address of Subscriber</i>)

Commonwealth Edison
Revenue Management Department, 2100 West
Oak Brook, IL 60523

Illinois Department of Revenue
100 West Randolph Street, 13th Floor
Chicago, IL 60601

Illinois Department of Revenue
Bureau of Revenue Management, P.O. Box 1
Springfield, IL 62794-9305

Internal Revenue Service
Centralized Bankruptcy Operations
P. O. Box 7346
Philadelphia, PA 19101 - 7346

JM Bee
c/o Levit & Lipshutz
1120 West Belmont Avenue
Chicago, IL 60657

People's Gas
130 E. Randolph, 14th Floor, Attn: Bankr
Chicago, IL 60601

B 203
(12/94)

United States Bankruptcy Court
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re

Pali Centric, LLC

Case No. _____

Debtor

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$ <u>9,217.00</u>
Prior to the filing of this statement I have received	\$ <u>2,700.00</u>
Balance Due	\$ <u>6,517.00</u>

2. The source of the compensation paid to me was:

Debtor Other (specify)

3. The source of compensation to be paid to me is:

Debtor Other (specify)

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR (Continued)

d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;

e. [Other provisions as needed]

The filing fee of \$1717.00 has been paid. The final compensation will be the amount awarded by the court after the submission of applications for compensation

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceedings.

July 11, 2014

Date

/s/Karen J. Porter

Karen J. Porter

Signature of Attorney

Porter Law Network

Name of law firm

**PORTER LAW NETWORK
230 WEST MONROE, SUITE 240
CHICAGO, IL 60606
312- 372-4400**

AGREEMENT TO PROVIDE LEGAL SERVICES

July 11, 2014

Mr. Paolo Acuna
Pali Centric, LLC d/b/a Belmont Pourhouse
1113 West Belmont
Chicago, Illinois 60657

Re: Chapter 11 Case: Pali Centric, LLC d/b/a Belmont Pourhouse

On behalf of our firm I want to thank you, as Manager of Pali Centric, LLC d/b/a Belmont Pourhouse (" Pali Centric"), for selecting us to represent Pali Centric, LLC. in connection with a Chapter 11 case.

Lawyers are required, under the Rules of Professional Conduct, before beginning the representation of a client to communicate to the client the scope of the representation, the basis for the legal fees and the rates that will charged to the client.

SCOPE OF LEGAL SERVICES

We agree to perform legal services in connection with a Chapter 11 bankruptcy case for Pali Centric, LLC. The representation will include the legal services necessary to file the Chapter 11 case; stabilize the business operations of Pali Centric; restructuring the debt of Pali Centric and complete the Chapter 11 Case by (i) confirming a plan of reorganization, (ii) converting the Chapter 11 case to a Chapter 7 case or (iii) dismissing the Chapter 11 case.

This agreement is limited to the Chapter 11 bankruptcy proceedings of Pali Centric, LLC.. The execution of this agreement does not obligate us to represent any individual or entity other than Pali Centric, LLC in connection with any matter other than this Chapter 11 proceeding or to represent Pali Centric, LLC in the event the Chapter 11 proceeding is converted to a Chapter 7 liquidation.

We have advised you that we cannot represent the principals of Pali Centri or any individual that has guaranteed, or is liable for, the debts of Pali Centric. Mr. Paolo or any other individual, will not be protected by the automatic stay, and will be required to hire a separate attorney to provide representation for their interests, including in any lawsuits or other collection actions by the creditors of Pali Centric against them.

ATTORNEY'S FEES AND COSTS

We will charge Pali Centric the following hourly rates for the legal services provided by the attorneys and staff that will be performing the legal services: \$425.00 per hour for the services of Karen J. Porter; \$300.00 to \$200.00 per hour for the services of any associated attorneys and \$125.00 for the services of our legal assistants.

We will charge Pali Centric for the expenses that are required for a Chapter 11 case. Such expenses will include, but are not limited to: (1) court filing fees; (2) the actual cost of photocopies; (3) messenger deliveries; (4) actual cost of postage for notices to creditors; (5) actual cost of court reporters and transcripts; and (6) computerized case docketing and legal research. We reserve the right to charge Pali Centric for any other reasonable and necessary expense that we incur in connection with the Pali Centric Chapter 11 case.

We request a retainer in the amount of \$7500.00 and the filing fee in the amount of \$1717.00 in order for file the Chapter 11 case. The retainer in the amount of \$7,500.00 that we are requesting is not an indication of the total legal fee for this chapter 11 case. Pali Centric, agrees to pay for all the legal fees and expenses we incur to represent Pali Centric, LLC. in connection with this Chapter 11 case. Pali Centric paid \$2700.00 before the case was filed. You have requested to pay, and we have agreed to accept, the balance of the retainer in the amount of \$6517.00 in installments after the case is filed.

We consider the retainer an advance payment retainer under Illinois because we are committing to provide legal services for the duration of the Chapter 11 case rather than on a month to month basis. We will deposit the retainer into our operating account. The retainer becomes our property when we receive the retainer. You have the right to request that the retainer be treated as a security retainer and placed into our client trust account. We reserve the right to change the terms of our representation if you request a security retainer.

We will bill Pali Centric periodically for the legal services we perform and the expenses we incur at the hourly rates listed above. We will present applications for compensation to the court and the court will have the right to review and approve our legal fees and expenses. If the total cost of the legal services we perform and the expenses we incur are more than the retainer that we have been paid, Pali Centric will be obligated to pay the balance due.

ATTORNEYS RESPONSIBILITIES

Karen J. Porter and the Porter Law Network will perform the following legal services in connection with the Pali Centric Chapter 11 case:

- (a) To give Pali Centric legal advice with respect to its powers and duties as a debtor-in-possession in the continued management of its assets;
- (b) To prepare such applications, motions, complaints, orders, reports, pleadings, plans, disclosure statements or other papers on Pali Centric behalf that may be necessary in connection with this case;
- (c) To attend meetings of creditors and meetings with third parties;
- (d) To assist Pali Centric with its business operations;
- (e) To assist Pali Centric in preparing and obtaining the court's approval of a plan of reorganization and disclosure statement in order to preserve the value of its assets;
- (f) To take such action as may be necessary with respect to claims that may be asserted against Pali Centric and
- (g) To perform any other legal services for Pali Centric which may be required in connection with this case.

Pali Centric has elected to file a chapter 11 case on an emergency basis because it cannot continue to operate without relief from its creditors and the ability to increase its revenues and restructure its debts. Pali Centric can be evicted from its premises because its landlord obtained an order of possession. Pali Centric has a limited opportunity to work with the landlord and its other creditors to prevent the business from closing. We have informed you that the filing of the chapter 11 case will not force the landlord to delay evicting Pali Centric. Pali Centric will be required to obtain the agreement of the landlord to continue to occupy the premises in order to rebuild the business and restructure its debts.

CLIENT RESPONSIBILITIES

You agree to fully cooperate with us with respect to the Chapter 11 case. You agree to provide us with complete and accurate information concerning the financial affairs of Pali Centric. You agree to provide us with a complete and accurate list of all creditors, personal property, income and all the other information required by the United States Bankruptcy Court and any trustee responsible for your case.

While Pali Centric is operating in a Chapter 11 proceeding, there will be many obligations to the office of the United States Trustee and creditors which must be fulfilled. You will have the responsibility to file monthly financial operating reports disclosing the postpetition business operations, pay quarterly fees to the trustee, pay postpetition real estate and other taxes, and maintain adequate insurance coverage,

We have explained to you that the financial restructuring of Pali Centric, LLC. using Chapter 11 of the Bankruptcy Code will be a difficult legal proceeding.

We will make every effort to guide Pali Centric through the Chapter 11 case. However, we are unable to guarantee you that Pali Centric will be able to develop a viable reorganization plan to restructure its debt, or confirm a reorganization plan. For these reasons, we cannot guarantee that the Chapter 11 reorganization for Pali Centric will be a successful one. We must also advise you that in the event Pali Centric cannot develop a viable reorganization plan to repay its creditors, Pali Centric will be faced with a dismissal of the Chapter 11 case or the conversion to a Chapter 7 liquidation.

TERMINATION OF AGREEMENT

You understand that we will not be able to provide adequate legal representation if you fail to provide us with complete and accurate information for Pali Centric; fail to fully cooperate with us; or fail to fulfill your obligations. You further understand that your failure to provide information, to cooperate with us or to fulfill your duties during the Chapter 11 case may increase the cost of the legal services we render, may result in the Chapter 11 case being dismissed by the court or converted to a Chapter 7 liquidation.

We reserve the right to withdraw as the attorney of record for Pali Centric of Chicago and to terminate this agreement (1) if our legal fees and expenses are not paid as set forth in this agreement, (2) if you fail to cooperate with us during the Chapter 11 proceeding, (3) if you fail to comply with any requirement of the United States Trustee (4) if you fail to obey an order of the Bankruptcy Court (5) if the case is converted to a Chapter 7 or (6) if you fail to comply with any other terms of this agreement.

Either party may terminate this agreement with or without cause and at any time upon giving written notice to the other party. The termination of this agreement will not affect the obligation to pay any outstanding legal fees. We agree that if this agreement is terminated we will provide copies of documents in our files to you provided you have paid any outstanding legal fees and expenses, including copy charges for copying the files.

ENTIRE AGREEMENT

This agreement contains our full and complete understanding with respect to the subject matter hereof. This agreement supersedes all prior representations and understandings whether written or oral. This agreement shall be governed by the laws of the State of Illinois in all respects. This agreement may be executed by facsimile, electronically, and in counterparts.

Very truly yours,

PORTER LAW NETWORK

By: 

Karen J. Porter

PALICENTRIC, LLC.

By: 

Paolo G. Acuna, Manager