

BI (Official Form 1) (04/13)

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF ILLINOIS

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): United One Investments, Inc.	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):	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): 41-2237494	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): 722 West 49th Street Chicago, Illinois	Street Address of Joint Debtor (No. and Street, City, and State):
ZIP CODE 60609-4443	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):	Mailing Address of Joint Debtor (if different from street address):
ZIP CODE	ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):
1475 State Street, Calumet City, Illinois ZIP CODE **60409-1924**

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 checked="" 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 type="checkbox"/> Other	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 checked="" type="checkbox"/> \$0 to \$50,000 <input 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 checked="" type="checkbox"/> \$0 to \$50,000 <input 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	

B1 (Official Form 1) (04/13)

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): United One Investments, Inc.	
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:	
Exhibit A (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.)		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.)	
<input type="checkbox"/> Exhibit A is attached and made a part of this petition.		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). X _____ Signature of Attorney for Debtor(s) (Date)	

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)).

<p>Voluntary Petition <i>(This page must be completed and filed in every case.)</i></p>	<p>Name of Debtor(s): United One Investments, Inc.</p>
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>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).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>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.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> 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.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;">Signature of Attorney*</p> <p>X <u>s//s/Karen J. Porter</u> Signature of Attorney for Debtor(s) Karen J. Porter Printed Name of Attorney for Debtor(s) Porter Law Network Firm Name</p> <p>230 West Monroe, Suite 240 Chicago, Illinois 60606 Address (312) 372-4400 Telephone Number February 24, 2015 Date</p> <p>Bar No.: 6188626 Fax: (312) 372-4160 E-mail: porterlawnetwork@gmail.com</p> <p><small>*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.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>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.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ 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.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>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.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>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.</i></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>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.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>s/Berhane Berhe</u> Signature of Authorized Individual Berhane Berhe Printed Name of Authorized Individual Secretary Title of Authorized Individual February 24, 2015 Date</p>	

UNITED STATES BANKRUPTCY COURT
Northern District of Illinois

In re:

Case No. BKY

United One Investments, Inc.,

Debtor(s)

Chapter 11 Case

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

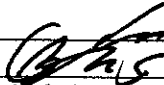
I, Berhane Berhe , declare under penalty of perjury that I am the Secretary of United One Investments, Inc., a Illinois corporation and that on February 24, 2015 the following resolution was duly adopted by the Secretary of this corporation:

"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 Berhane Berhe , Secretary 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 Berhane Berhe , Secretary 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 Berhane Berhe , Secretary 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: February 24, 2015	Signed: s/Berhane Berhe 
	Berhane Berhe 722 West 49th Street , Chicago, Il 60609-4433 (<i>Name and Address of Subscriber</i>)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	Chapter 11
)	
United One Investments, Inc.)	Case No.
)	
Debtor)	Judge

LIST OF CREDITORS

Hinshaw & Culbertson
Suite 300
222 North LaSalle Street
Chicago, Illinois 60601-1013

JPMorgan Chase Bank
1111 Polaris Parkway
Columbus, OH 43240-2050

Calumet City
Public Works - Water Billing
204 Pulaski Road
Calumet City, IL 60409

Calumet City
Office of the City Attorney
Odelson & Sterk
3318 West 95th Street
Evergreen Park, IL 60805-2233

Cook County Treasurer
Legal Dept. Room 212
118 North Clark Street
Chicago, Illinois 60602

Eric Jansen, Receiver
205 North Michigan Avenue
Chicago, IL 60601

Fehr Law Group, LLc.
Suite 1334
53 West Jackson Boulevard
Chicago, IL 60604-3548

Nicor Gas Company
1844 Ferry Road
Naperville, IL 60563-9600

Nicor Gas Company
P. O. Box 190
Aurora, IL 60507-0190

Karen J. Porter
PORTER LAW NETWORK
230 West Monroe, Suite 240
Chicago, IL 60606
(312) 372-4400
Fax (312) 372-4160
Atty No 6188626

B 203
(12/94)

United States Bankruptcy Court

NORTHERN DISTRICT OF ILLINOIS

In re

United One Investments, Inc.

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>7,500.00</u>
Prior to the filing of this statement I have received	\$ <u>2,483.00</u>
Balance Due	\$ <u>5,017.00</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 in full with funds provided by the Debtor. The final compensation for this matter will be the amount awarded by the court after the presentation of fee applications

- 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.

Date

Karen J. Porter
Signature of Attorney

Porter Law Network
Name of law firm



230 West Monroe, Suite 240, Chicago, IL 60606

February 19, 2015

Mr. Girmail Gebremichael
President
Mr. Berhane Berhe
Secretary
United One Investments, Inc.
722 West 49th Street
Chicago, IL 60609

AGREEMENT TO PROVIDE LEGAL SERVICES CHAPTER 11 BANKRUPTCY CASE

On behalf of our firm we want to thank you for selecting us to represent the Illinois corporation that you own United One Investments, Inc. ("United One"). Lawyers are required, under the Rules of Professional Conduct, when beginning the representation of a client to communicate to the client the basis for their fees and the rates they will charge.

We determine the legal fees that we will charge a client by considering many factors. Some of the factors that we consider include: (1) the difficulty of the questions and legal issues presented; (2) the time spent to analyze the facts and documents; (3) the legal research that is required; (4) the time limitations that are imposed by the particular case or circumstances and (5) degree of responsibility involved to manage the particular case.

SCOPE OF LEGAL SERVICES

United One owns the real property located at 1475-79 State Street in Calumet City, Illinois. JP Morgan Chase holds a mortgage against the Property in excess of \$450,000.00. JP Morgan Chase filed a foreclosure case against United One. The foreclosure case was filed on March 5, 2014 and is still pending as case number 2014 CH 03808 in the Circuit Court of Cook County. The court granted the motion of JP Morgan Chase to appoint a receiver. At this time the receiver is in possession and control of the Property. You have determined that it is in the best interest of United One to file a chapter 11 case to stop the foreclosure case and attempt to (i) regain possession and control of the Property from the receiver; (ii) restructure the mortgage against the property and (iii) prevent a foreclosure sale of the Property.

We agree to perform legal services in connection with filing a chapter 11 bankruptcy case for United One. The representation will include attending court proceedings; drafting pleadings; drafting schedules; drafting, prosecuting and defending motions; drafting plans of reorganizations and disclosure statements. We agree to perform the legal services that are reasonable and necessary to complete the chapter 11 case by confirming a plan of reorganization, converting the chapter 11 case to a chapter 7 case or dismissing the chapter 11 case.

This agreement is limited to representing United One in connection with a chapter 11 bankruptcy case. The filing of the chapter 11 case will only protect the corporation United One from the collection efforts of creditors. The execution of this agreement does not obligate us to represent any individuals or entity other than United One in connection with any matter other than a chapter 11 bankruptcy case.

ATTORNEY'S FEES AND COSTS

The Porter Law Network will charge you the following hourly rates for the legal services that it provides: \$425.00 per hour for the services of Karen J. Porter; \$300.00 per hour for associated attorneys; and \$125.00 per hour for law clerks and legal assistants.

The Porter Law Network reserves the right to charge for expenses and you agree to pay for all court costs and any other expenses that are required for your case. Such expenses will include, but are not limited to: (1) court filing fees; (2) photocopies \$0.5 per page, (3) messenger deliveries; (4) actual cost of postage for notices to your creditors, and (5) actual cost of court reporters and transcripts. In addition, we conduct computerized case docketing and legal research from our offices and we will bill those fees to you as an expense.

United One agrees to pay for all the legal fees and expenses incurred by the Porter Law Network. United One further agrees to pay the Porter Law Network any balance due for the legal services we rendered.

We request that United One pay a retainer of \$7500.00 plus the filing fee of \$1717.00 in order for us to represent United One a chapter 11 case. We have agreed to file the chapter 11 case for United One after the payment of \$2500.00 plus the filing fee of \$1717.00. After the chapter 11 case is filed, we will request that the court authorize United One to pay the balance of \$5,000.00 in retainer funds. We may receive the balance of the retainer funds in the amount of \$5,000.00 from United One or its owners.

PLEASE BE INFORMED that the retainer amount of \$7,500.00 is not a statement or limitation as to the total cost of the legal services and expenses you can expect to incur for this chapter 11 case. The Porter Law Network will perform the legal services at the hourly rates set forth in this agreement. We are unable to set or limit the amount of the total cost for legal fees and expenses for this chapter 11 case.

We consider the retainer an advance payment retainer under Illinois law 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.

ATTORNEYS RESPONSIBILITIES

We agree to perform the following legal services in connection with the chapter 11 case:

- (a) To give you 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 Your behalf that may be necessary in connection with this case;
- (c) To attend meetings of creditors and meetings with third parties;
- (d) To assist you in preparing and obtaining the court's approval of a plan of reorganization and disclosure statement in order to preserve the value of your assets;
- (e) To take such action as may be necessary with respect to claims that may be asserted against you and
- (f) To perform any other legal services which may be required in connection with this chapter 11 case.

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 United One's financial affairs. You agree to provide us with a complete and accurate list of all creditors, real and personal property, income and all the other information required by the United States Bankruptcy Court and the United States Trustee responsible for your case.

United One will be operating as a debtor in possession in the chapter 11 proceeding. The Office of the United States Trustee imposes obligations on a debtor in possession. We have given you a copy of the Operating Instruction for chapter 11 debtors. You are responsible for reading and complying with the operating instructions. While the chapter 11 case is pending you will be required to do the following for United One:

- (a) Open a debtor in possession account;
- (b) File monthly operating reports;
- (c) Pay quarterly fees to the trustee;
- (d) Maintain insurance coverage; and
- (e) File state and local tax returns when due.

We have explained to you that the financial restructuring of the mortgage held by JP Morgan Chase using chapter 11 of the Bankruptcy Code will be a difficult legal proceeding. We have explained to you that we will attempt to regain possession and control of the property from the receiver. However, the decision to terminate the receiver's possession is made by the court and JP Morgan Chase has the right to object to a request to remove the receiver. The rental income generated by the Property constitutes the cash collateral of JP Morgan Chase. The court and/or the creditors must authorize United One use of the cash collateral. If United One regains possession of the Property from the receiver, United One will be required to maintain a budget and make monthly payments to JP Morgan Chase.

United One may be required to propose a plan of reorganization to JP Morgan Chase. The plan of reorganization must be accompanied by a disclosure statement. The Bankruptcy Code and the Bankruptcy Court have many requirements for a plan of reorganization. For these reasons, we cannot guarantee that the Chapter 11 reorganization for United One will result in the approval of a plan of reorganization. We must also advise you that in the event United One cannot develop a viable reorganization plan to restructure the mortgage against the Property, United One will be faced with a dismissal of the Chapter 11 case or the conversion to a Chapter 7 liquidation.

You will be required to cooperate with us regarding the preparation of a plan of reorganization and a disclosure statement that meets the requirement of the Bankruptcy Code and the Bankruptcy Court. In order to propose a plan of reorganization, you may be required to retain an appraiser to appraise the Property and an accountant to prepare budgets, operating reports and projections. You may also be required to retain other professionals such as real estate brokers. You will be required to obtain the court's approval in order to retain any professional. You will also be required to pay the fees charged by that professional.

You understand that we will not be able to provide adequate legal representation if you fail to provide us with complete and accurate information, fail to fully cooperate with us, fail to pay retainer funds or to otherwise fulfill your obligations as a chapter 11 debtor. 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, or may result in the chapter 11 case being dismissed by the court, or our withdrawing as your attorneys.

TERMINATION OF AGREEMENT

We reserve the right to withdraw as your attorneys of record 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 court, (5) if you spend cash collateral without authorization and (6) if you fail to comply with any other terms of this agreement.

Any 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 your obligation to pay any outstanding legal fees. We agree that if this agreement is terminated we will return any files in our possession 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 or electronic signature and in counterparts. Please date and countersign this Agreement in the space below and return it to me so that we will have a written memorandum of our mutual understandings regarding our representation. Please retain a copy of this agreement for your file.

Dated: FEBRUARY 19, 2015

PORTER LAW NETWORK

By: 

UNITED ONE INVESTMENTS, INC.

By: 

Title

