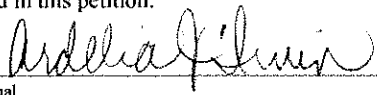


B1 (Official Form 1) (04/13)

United States Bankruptcy Court Northern District of Illinois, Eastern Division		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Montessori Academy & Infant Toddler Cent		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): Montessori Academy & Infant-Toddler Center, Inc.		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): 36-4082420		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. & Street, City, State & Zip Code): 10232 S Halsted St Chicago, IL		Street Address of Joint Debtor (No. & Street, City, State & Zip Code):
ZIPCODE 60628-1817		ZIPCODE
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):
ZIPCODE		ZIPCODE
Location of Principal Assets of Business Debtor (if different from street address above):		ZIPCODE
<p>Type of Debtor (Form of Organization) (Check one box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)</p> <hr/> <p>Chapter 15 Debtor Country of debtor's center of main interests:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p>Nature of Business (Check one box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p>Tax-Exempt Entity (Check box, if applicable.)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p>Nature of Debts (Check one box.)</p> <p><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."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
<p>Filing Fee (Check one box)</p> <p><input checked="" type="checkbox"/> Full Filing Fee attached</p> <p><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.</p> <p><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.</p>		<p>Chapter 11 Debtors</p> <p>Check one box:</p> <p><input checked="" type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p><input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).</p> <p>Check if:</p> <p><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).</p> <hr/> <p>Check all applicable boxes:</p> <p><input type="checkbox"/> A plan is being filed with this petition</p> <p><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).</p>
<p>Statistical/Administrative Information</p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><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.</p>		THIS SPACE IS FOR COURT USE ONLY
<p>Estimated Number of Creditors</p> <p><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</p>		
<p>Estimated Assets</p> <p><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 million to \$10 million <input type="checkbox"/> \$10 million 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</p>		
<p>Estimated Liabilities</p> <p><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 million 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</p>		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Montessori Academy & Infant Toddler Cent	
All Prior Bankruptcy Case 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 delivered to the debtor the notice required by 11 U.S.C. § 342(b).</p> <p style="text-align: center;">X</p> <p style="text-align: center;">Signature of Attorney for Debtor(s) Date</p>		
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?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.			
<input checked="" type="checkbox"/> 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.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached a made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box.)			
<input checked="" type="checkbox"/> 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.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> 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.)			
<input type="checkbox"/> 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)			
<input type="checkbox"/> 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			
<input type="checkbox"/> Debtor has included in 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.			
<input type="checkbox"/> 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): Montessori Academy & Infant Toddler Cent</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). 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. (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/ Karen Jackson Porter</u> Signature of Attorney for Debtor(s)</p> <p>Karen Jackson Porter 6188626 Porter Law Network 230 West Monroe St. Suite 240 Chicago, IL 60606</p> <p>porterlawnetwork@gmail.com</p> <p>October 6, 2015 Date</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 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 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 relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ Ardelia J. Irvin</u>  Signature of Authorized Individual</p> <p>Ardelia J. Irvin Printed Name of Authorized Individual</p> <p>President and Secretary Title of Authorized Individual</p> <p>October 6, 2015 Date</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. <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>

Andrea Suggs
Hubbard Law Firm LLC
900 W Jackson Blvd Ste 6
Chicago, IL 60607-3024

Ardelia J. Irvin
50 E Bellevue Pl Apt 701
Chicago, IL 60611-6106

Aurelia J. Irvin
50 E Bellevue Pl Apt 701
Chicago, IL 60611-6106

Berton N. Ring
123 W Madison St Ste 1500
Chicago, IL 60602-4612

Elizabeth Hubbard
900 W Jackson Blvd Ste 6
Chicago, IL 60607-3024

**United States Bankruptcy Court
Northern District of Illinois, Eastern Division**

IN RE:

Case No. _____

Montessori Academy & Infant Toddler Cent

Chapter **11**

Debtor(s)

LIST OF EQUITY SECURITY HOLDERS

Registered name and last known address of security holder	Shares (or Percentage)	Security Class (or kind of interest)
Ardelia J. Irvin 50 E Bellevue Pl Apt 701 Chicago, IL 60611-6106	100	Common Stockholder

United States Bankruptcy Court Northern District of Illinois, Eastern Division

IN RE:

Case No. _____

Montessori Academy & Infant Toddler Cent

Chapter 11

Debtor(s)

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 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 \$ 3,000.00
Prior to the filing of this statement I have received \$ 3,000.00
Balance Due \$

2. The source of the compensation paid to me was: [X] Debtor [] Other (specify):

3. The source of compensation to be paid to me is: [] Debtor [] Other (specify):

4. [X] 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 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, statement 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;
d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
e. [Other provisions as needed]

The filing fee has been paid of \$1717.00 has been paid. The final compensation 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 proceeding.

October 6, 2015

Date

/s/ Karen Jackson Porter

Karen Jackson Porter 6188626
Porter Law Network
230 West Monroe St. Suite 240
Chicago, IL 60606

porterlawnetwork@gmail.com

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

AGREEMENT TO PROVIDE LEGAL SERVICES

October 6, 2015

Ms. Ardelia Jackie Irvin
President
Montessori Academy & Infant-Toddler Center, Inc.
10232-36 South Halsted Street
Chicago, IL 60628

Re: Chapter 11 Case: Montessori Academy & Infant-Toddler Center, Inc.

On behalf of our firm I want to thank you for selecting us to represent Montessori Academy & Infant-Toddler Center, Inc. ("Montessori Academy") 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 be charged to the client.

SCOPE OF LEGAL SERVICES

Montessori Academy was recently found liable to Andrea Suggs by the Commission of Human Relations. The ruling was August 13, 2015. The amount of the award was \$15,993.75 plus interest. In addition, there is a fine due to the City of Chicago for \$1000.00. There were also an award of attorney's fees. Ms. Elizabeth Hubbard is seeking more than \$70,000.00 in attorney's fees. In addition, Montessori Academy owes its former attorney Berton Ring more than \$20,000.00. Montessori Academy is unable to pay the debts resulting from the award to Ms. Suggs which are now more than \$100,000.00. As the President of Montessori Academy, you have determined that Montessori Academy should file a chapter 11 case to stay the collection of the debts from Ms. Suggs award. You have also determined that you need time to determine if Montessori Academy can restructure its debts or if Montessori Academy should cease operating and liquidate.

We agree to perform legal services in connection with a Chapter 11 bankruptcy case for Montessori Academy. The representation will include the legal services necessary to file the Chapter 11 case; stabilize the business operations of Montessori Academy; restructuring the debt of Montessori Academy and complete the Chapter 11 Case by (i) confirming a plan of

reorganization or liquidation, (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 Montessori Academy. The execution of this agreement does not obligate us to represent any individual or entity other than Montessori Academy in connection with any matter other than this Chapter 11 proceeding or to represent Montessori Academy 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 Montessori Academy or any individual that has guaranteed, or is liable for, the debts of Montessori Academy. Ms. Ardelia Jackie Irvin 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 Montessori Academy against them.

ATTORNEY'S FEES AND COSTS

We will charge Montessori Academy 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; \$250.00 per hour for the services of Joseph Homsy or other associated attorneys; and \$125.00 for the services of our legal assistants.

We will charge Montessori Academy 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 Montessori Academy for any other reasonable and necessary expense that we incur in connection with the Montessori Academy Chapter 11 case.

We request a retainer in the amount of \$3,000.00 and the filing fee in the amount of \$1717.00 in order to file the Chapter 11 case. The retainer in the amount of \$3,000.00 that we are requesting is not an indication of the total legal fee for this Chapter 11 case. Montessori Academy, agrees to pay for all the legal fees and expenses we incur to represent Montessori Academy in connection with this Chapter 11 case.

We will bill Montessori Academy 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, Montessori Academy will be obligated to pay the

balance due. If the total cost of the legal services we perform and the expenses we incur are less than the retainer that we have been paid, you will be entitled

ATTORNEYS RESPONSIBILITIES

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

- (a) To give Montessori Academy 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 Montessori Academy behalf that may be necessary in connection with this case;
- (c) To attend meetings of creditors and meetings with third parties;
- (d) To assist Montessori Academy with its business operations;
- (e) To assist Montessori Academy 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 Montessori Academy and
- (g) To perform any other legal services for Montessori Academy which may be required in connection with this 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 the financial affairs of Montessori Academy. 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 Montessori Academy 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 any required postpetition tax liability, and maintain adequate insurance coverage.

We have explained to you that the financial restructuring of Montessori Academy using Chapter 11 of the Bankruptcy Code can be a difficult legal proceeding. We will make every effort to guide Montessori Academy through the Chapter 11 case. However, we are unable to guarantee you that Montessori Academy will be able to restructure its lease, develop a viable reorganization plan to restructure its debt and confirm a reorganization plan. For these reasons, we cannot guarantee that the Chapter 11 reorganization for Montessori Academy will be a successful one. We must also advise you that in the event Montessori Academy cannot develop a viable reorganization plan to repay its creditors, Montessori Academy 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 Montessori Academy; 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 Montessori Academy 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

MONTESSORI ACADEMY &
INFANT TODDLER CENTER, INC.

By: 

Ardelia Jackle Irvin