

ASHEVILLE LAW GROUP

WIMER & ASSOCIATES PC

ATTORNEY FEE CONTRACT

Thank you for choosing our law firm to assist you with your legal problem. We appreciate the trust and confidence that you are showing by engaging our firm.

This attorney fee contract is by and between Bywater, LLC and Agiqua, LLC (collectively "Client") and Asheville Law Group ("the Firm"). This attorney fee contract shall govern the legal services the Firm will render to and on behalf of Client in connection with the dissolution lawsuit filed by Chad Battles, and potential counterclaims. By executing this contract, Client hereby employs the Firm to perform legal services on Client's behalf in connection with the above-referenced legal matter. Client agrees to pay the Firm on an hourly basis for services performed and expenses incurred in this matter.

The Firm's legal services will be billed at hourly rates ranging from \$150-\$300 for attorneys, and \$75.00 for legal assistants. This hourly rate is subject to adjustment, at the sole discretion of the Firm, at the commencement of each calendar year. The Firm's legal services will be billed in one-quarter hour increments.

Client will be obligated to pay for expenses incurred in the course of representation. These expenses will include, but not necessarily be limited to: filing fees, court costs, transcript fees, travel expenses, telephone expenses, facsimile charges, photocopying expenses, mail expenses, messenger services, witness fees, mediation fees and computerized legal research. The Firm may advance these expenses on the Client's behalf, but Client is ultimately responsible for repaying any advanced

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expenses to the Firm.

Client will deposit a retainer of \$12,500.00 (Twelve Thousand Five Hundred Dollars) and will replenish the retainer to its original level each month. Client will receive a monthly invoice describing the legal services the Firm has performed since the last billing period, with an itemized list of any expenses incurred. All fees and expenses shall be paid by the 25th of the month in which the invoice is received. Any unused retainer will be refunded to Client at the conclusion of representation. The Firm reserves the absolute right, in its sole discretion, to withdraw from representation of the Client for any reason which the Firm deems as grounds for withdrawal. Client hereby agrees that failure to pay any statement when due or in full is a material breach of this attorney fee contract and is sufficient grounds for the Firm's withdrawal from representing Client. Client may discharge the Firm at any time, but Client will be responsible for paying all legal fees and expenses incurred through the date of discharge, plus reasonable attorney fees and expenses incurred in transferring the case and files to another attorney or to Client. All balances which have not been paid within thirty (30) days of the invoice date will accrue a 1.0% monthly service charge.

Client understands and agrees that the Firm cannot, and has not, made any representation, guarantee or promise regarding the possible outcome of this legal matter or the amount of legal fees or expenses which Client can expect to incur in this legal matter. If the Firm has given, or in the future gives, an estimate of the legal fees or expenses which Client may incur in this legal matter, such information is an estimate only based on the Firm's experiences, and such estimate shall in no event constitute a cap or representation of a maximum legal fee which may be charged in this matter.

Client recognizes the possibility that a dispute may arise over the nature or amount of attorney fees and expenses incurred or billed by the Firm. Client agrees that if Client has **any objection** to the nature or amount of attorney fees or expenses listed on any invoice, Client shall

notify the Firm in writing, within 30 days of receipt of the disputed invoice, of the objections. Client agrees that if Client does not notify the Firm in writing of the objections to the nature or amount of legal fees or expenses within 30 days after receiving the invoice, Client forever waives the right to object to the nature or amount of legal fees and expense contained in that invoice.

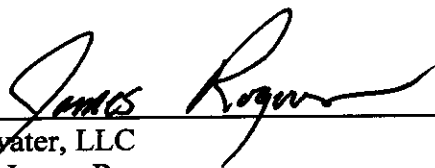
Client also recognizes the possibility that if Client does not pay the Firm's fees and expenses on time and in full, it may become necessary for the Firm to institute legal proceedings to collect any outstanding attorney fees or expenses owed. Client agrees to pay all legal fees and expenses incurred by the Firm in collecting any debt from Client. Client agrees that any suit regarding the services rendered or fees incurred in this matter must be filed in Buncombe County, North Carolina. The parties acknowledge that this is a binding attorney fee contract and that the terms of this attorney fee contract shall be governed by and construed under the laws of North Carolina.

Effective May 5, 2014

ASHEVILLE LAW GROUP



Michael G. Wimer



Bywater, LLC
By: James Rogers



Agiqua, LLC
By: James Rogers