

Law Offices of Michael Jay Berger
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Michael Jay Berger is a California State Bar
Certified Bankruptcy Law Specialist

Georgeann Hunter Nicol
Gail Higgins
Certified Consumer Bankruptcy Law Specialist
Also Admitted in Nevada
Ayana Guy

February 12, 2008

Re: Silver State Helicopters, LLC, a Nevada Limited Liability Company
Chapter 7 Bankruptcy filed in United States Bankruptcy Court, District of
Nevada in Las Vegas Nevada Case Number 08-10936-mkn

This document is our written fee contract. California law requires lawyers to have written fee contracts with their clients. We will provide legal services to you on the terms set forth below.

1. **CONDITIONS.** This agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this agreement to us and pay the agreed upon flat fee of \$800.00 for creditor representation in the above referenced case.

2. **SCOPE OF SERVICES.** You are hiring us to act as your attorneys in the above referenced matter. We will provide the legal services reasonably required to represent you. This will include advising you regarding your legal rights and obligations in this bankruptcy proceeding, preparing such objections, preference actions, and or adversary proceedings as we determine to be necessary, representing your interests at the 341(a) meeting of creditors, representing your interests at any 2004 exam that we deem to be appropriate, responding to inquiries from all parties to this case and their counsel and filing and reviewing proofs of claims. We will respond to all inquiries from the Trustee and all inquiries from the United States Trustee and we will cooperate with them in our effort to achieve the maximum possible recovery for you. We will take reasonable steps to keep you informed about the status of your case and to respond to your inquiries. We will not represent you in any individual contested matters, motions, or adversary proceedings unless other fee arrangements are made.

3. **CLIENTS' DUTIES.** You agree to be truthful with us, to cooperate with us, to keep us informed of developments that affect this case, to abide by this agreement, and to keep us advised of your address, telephone number and whereabouts.

4. **ATTORNEY'S FEES.** You agree to pay us a flat fee of \$800.00. This flat fee is due when you hire us. This fee is made in order to retain us and is nonrefundable. This fee must be paid by cashier's check or money order made out to "Attorney Michael Jay Berger."

5. **ALL COSTS ARE WAIVED.** You will not be charged for any of our costs. Costs that are waived include, but are not limited to, our fax, messenger, parking, photocopy, postage, telephone, travel, word processing, and computerized legal research costs on your behalf.

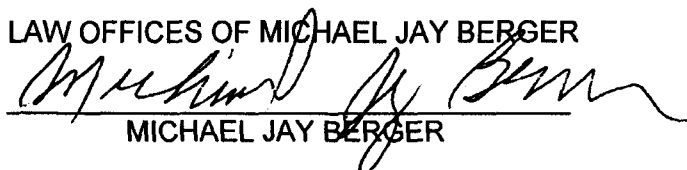
6. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time. We may withdraw with your consent or for good cause as found by a court of law. Good cause includes, but is not limited to, your breach of this agreement, your refusal to cooperate with us or to follow our advice on a material matter, or any fact or circumstance which would render our continuing representation of you nonproductive, unlawful or unethical.

7. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in our statements to you should be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the possible outcome of your matter are expressions of opinion only. It must be understood that the creditors of Silver State Helicopters have diverse interests and claims. We will attempt to address all of those claims and advise you as to the best recommended procedure for you personally to follow.

Thank you for retaining us in this matter. We will use my best efforts on your behalf.

LAW OFFICES OF MICHAEL JAY BERGER

By:


MICHAEL JAY BERGER

I have read and understood the foregoing terms and agree to them.

Dated:

Student Loan Signer

Student Loan Co-signer,
if applicable

Print Name

Print Name

Print e-mail

Print e-mail

Print Address

Print Address

Print Phone Number

Print Phone Number

A handwritten signature in black ink, appearing to be 'M. J. B.', located in the bottom right corner of the page.

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Amendment to Fee Letter: (Print and fill out)

A. The \$800 fee is a true flat fee. There are no additional fees and there are no costs for the students to pay to us. This \$800 fee that each student pays to us **includes our using our best efforts to get all or the maximum part possible of the student's so called student loans discharged.** We plan on suing AES in one or more Adversary Proceedings in the bankruptcy court. This same fee includes all of our services in the bankruptcy Court representing the students as creditors in the SSH bankruptcy proceeding.

B. Your case will not get passed of to a first year associate. As set forth in the letterhead of our fee contract, The Law Offices of Michael Jay Berger currently has 4 attorneys. These attorneys are

Michael Jay Berger, admitted to the California State Bar in 1981
Georgeann Nicol, admitted to the California State Bar in 1984
Gail Higgins, admitted to the California State Bar in 1993 and also admitted to the Nevada State Bar
Ayana Guy, admitted to the California State Bar in 2007

Michael Jay Berger and Gail Higgins are both Certified Specialists in Bankruptcy Law. Michael Jay Berger is certified by the California Board of Legal Specialization of the State Bar of California. Gail Higgins is certified by the American Board of Certification.

We also currently have 2 paralegals and 2 law clerks at The Law Offices of Michael Jay Berger. The law clerks are Blake Lindemann and Brigitte Gomelsky. Both of our law clerks have previously clerked for United States Bankruptcy Court Judges. These law clerks are currently out studying for the California Bar Exam, but are scheduled to return on March 3.

To date, the attorneys at our firm that have worked on this matter are Michael Jay Berger, Georgeann Nicol and Gail Higgins. Our first year associate Ayana Guy is a graduate of Howard University and is extremely bright, but so far she has had no involvement in this case. She will NOT be in charge of this case. Any work that she does on this case will be under the direct supervision of Michael Jay Berger, Georgeann Nicol, or Gail Higgins.

Overall strategy and planning of this case will be directed by Michael Jay Berger, with lots of input from Gail Higgins and Georgeann Nicol.

Lead trial counsel on this case will be Gail Higgins. In addition to being a Certified Specialist in Bankruptcy Law, Gail has a BA degree from Cornell University, an MBA from Georgia State University, and a JD (law) degree from Southwestern University School of Law. Gail has taught bankruptcy law to

students at UCLA extension from 1994 to the present and has taught bankruptcy law to other attorneys in Mandatory Continuing Legal Education Classes.

We reserve the right to hire additional attorneys and additional staff to work on this matter. We reserve the right to make Michael Jay Berger or Georgeann Nicol lead trial counsel on this case in the unlikely event that Gail Higgins leaves our firm or is otherwise unable to try this case. By printing out this e-mail, signing it and attaching it to our written fee agreement, we agree that you may incorporate its terms into our written fee agreement.

AGREED TO AND ACCEPTED BY:


Client Signature: _____

Print Client Name: _____

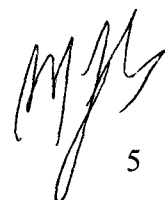
AGREED TO AND ACCEPTED BY:

LAW OFFICES OF MICHAEL JAY BERGER

By:



MICHAEL JAY BERGER


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