



1 approximately 138 loans in its loan portfolio. At this time there are numerous loans that are  
2 in default and it is anticipated that other borrowers may default in the future. For those loans  
3 that are in default now or in the future and that are secured by real property under a recorded  
4 deed of trust, it is necessary for the Receiver to pursue foreclosure of the deed of trust.

5 3. Accordingly, the Receiver is in need of the services of an attorney with  
6 experience serving acting as trustee on various residential trustees' sales and desires to  
7 engage the law firm of Fredenberg Beams. The firm of Fredenberg Beams has agreed to serve  
8 as legal counsel to the Receiver pursuant to the terms of the Engagement Agreement attached  
9 hereto as Exhibit "A". The Engagement Agreement provides for the payment of a flat fee of  
10 \$1,000.00 plus actual expenses and is subject to this Court's approval.  
11

12 WHEREFORE, the Receiver respectfully requests that the Court enter an order  
13 approving the Engagement Agreement between the Receiver and the law firm of Fredenberg  
14 Beams of Phoenix, Arizona, which is attached hereto as Exhibit "A" and authorize the  
15 Receiver to pay for services rendered thereunder without further order of the Court.

16 Respectfully submitted this 20<sup>th</sup> day of September, 2016.

17 GUTTILLA MURPHY ANDERSON, P.C.  
18 /s/Patrick M. Murphy  
19 Patrick M. Murphy  
Attorneys for the Receiver

20 2359-001(259368)

# **FB FREDENBERG BEAMS**

Christian C.M. Beams  
Telephone: (602) 595-9299  
Email: cbeams@fblegalgroup.com

September 14, 2016

Simon Consulting, LLC  
Peter S. Davis  
3200 N. Central Avenue, Suite 2460  
Phoenix, AZ 85012

Dear Peter:

You have asked us to represent Peter S. Davis as Receiver for DenSco Investment Corp. (hereinafter "Receiver") in connection with acting as trustee on various residential trustee sales. We appreciate your confidence in us and our firm.

The Rules of Professional Conduct adopted by the Arizona Supreme Court recommend that attorneys provide their clients with written fee agreements in an effort to avoid the possibility of misunderstandings. We believe this recommendation to be extremely sound.

Again, this letter will confirm the terms and conditions under which this firm will undertake to represent Receiver. We ask you to read this letter carefully and if it accurately sets forth the terms of our firm's engagement, sign the enclosed copy and return it to us. As this letter will set forth the agreement between us, we urge you to consult with an independent legal advisor if you have any concerns.

It is understood that this agreement is subject to the approval of the Receivership Court.

## **SCOPE OF REPRESENTATION**

Receiver has asked us to provide Receiver with legal advice and representation in connection with acting as trustee on various residential trustee sales. It is understood that our retention is limited to acting as trustee; should any title issues or challenges to a particular trustee sale arise, we understand that you intend the Guttilla Murphy Anderson firm to handle such issues.

4747 NORTH 7TH STREET, SUITE 402

PHOENIX, ARIZONA 85014

WWW.FBLEGALGROUP.COM

**EFFICIENT LEGAL SOLUTIONS**

Exhibit "A"

Although the preceding paragraph sets forth our understanding of the scope of our engagement, it has been our experience that clients often ask us to undertake work outside of the initial scope of engagement. We routinely do this, where asked, and typically do not amend our initial letter of engagement unless requested to do so by the client. This agreement shall be deemed to be a continuing agreement in that if at any time the firm advises or represents Receiver in connection with any matters other than those set forth, that representation shall be upon the same conditions and at the same fees as those expressed herein, unless we both agree in writing to the contrary. Of course, the firm reserves the rights to decline representation at any time.

### **CONFLICT AND POTENTIAL CONFLICTS**

We have performed a formal conflicts check within our office based upon our understanding of the matters for which we have currently been engaged and the names of interested parties that were provided to us by Receiver. It does not appear that we have a potential conflict at this time.

We represent many other clients on a broad range of matters and it is sometimes difficult to identify a conflict or potential conflict, particularly at the outset of a representation. If we become aware of a conflict, we will discuss it with you. We reserve the right to withdraw from representation if we feel that we cannot properly represent Receiver's interests. Likewise, if we at any time during the representation determine that our representation of Receiver's interests would conflict with our previous representation or existing relationship with other clients, we reserve the right, after discussion with you, but in our sole professional judgment, to withdraw from representing Receiver's interests. If at any time during our representation, you have any questions or concerns regarding our firm's representation of Receiver, you agree to bring those matters to our attention as soon as possible so that we may address and resolve them immediately.

We also reserve the right to represent other new clients in any matter that is not substantially related to our work on Receiver's matter, even if the interests of such clients in other matters are adverse to Receiver. We agree that Receiver's prospective consent to conflicting representation described in this paragraph will not apply in any instance in which, as a result of our representation of Receiver, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any other client, could be used in any matter by that client to Receiver's disadvantage.

### **FEES AND COSTS**

Fees for services rendered will be based on the reasonable value of those services in accordance with the American Bar Association and Arizona Rules of Professional Conduct. As we have discussed, the firm has agreed to a flat fee of \$1,000.00 per trustee's sale, plus actual costs/expenses. This flat fee will be billed at the end of the month in which the trustee sale is noticed, and costs/expenses will be reflected on invoices covering the month in which they are billed to us.

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Peter S. Davis  
September 14, 2016  
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The firm revises its rate schedule on an annual basis, and any rate increases will be discussed with you before they are implemented.

Although I will be the attorney primarily responsible for this engagement, various portions of this matter may be delegated to other attorneys in the firm. In addition, in an effort to reduce legal fees and otherwise make the process more efficient for you, we use staff attorneys and paralegal personnel when they can capably and efficiently handle portions of matters.

In addition to our fee, we will bill for costs and expenses incurred in performing services, such as messenger and delivery services, outside scanning/copying services, and recording and filing fees. Our firm *does not* charge for such administrative expenses as routine copies, facsimiles, and electronic legal research fees. Fees and expenses of third parties, such as title companies, appraisers, environmental consultants or expert witnesses, will generally be Receiver's responsibility and billed directly to Receiver, the client. Fees and expenses will generally be billed monthly and are payable upon receipt of our billing statement.

We ask (and expect) that bills be paid promptly, as delayed payment adds to our overall cost of providing legal services. Receiver agrees that Receiver will review our statements carefully upon receipt and notify us immediately if Receiver has any questions or concerns. If we do not hear from Receiver within 15 days after the statement is mailed or otherwise transmitted, we will assume that the statement is acceptable to Receiver as fair and reasonable, and are due and payable at that time. If Receiver does have any questions or concerns, we agree to respond to Receiver's inquiries or concerns immediately. It is extremely important to our relationship and our ability to represent Receiver in this matter that any questions or concerns over our billing statements be resolved immediately.

*Unless other special arrangements are made in writing, invoices unpaid after 30 days of presentation are deemed delinquent and shall bear interest at the rate of one and one-half percent (1 ½%) per month, or eighteen percent (18%) per annum, from the invoice date until paid in full. Upon such delinquency, you acknowledge and agree that the firm has the right to retain an attorney or collection agency to recover such past due receivables, and you further acknowledge and agree that the actual costs of such services shall be added to the outstanding amount owed.*

#### **RETAINER**

It is generally this firm's policy to obtain a retainer from new clients. In this case, no retainer is being requested.

#### **FILE RETENTION POLICY**

At the end of this matter, and upon final payment of all sums outstanding, the firm shall return to Receiver any original file materials provided by Receiver. Receiver will be provided with copies of relevant documents on an ongoing basis, and it is Receiver's responsibility to retain those documents. The firm shall not be responsible for maintaining file materials longer than five

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Peter S. Davis  
September 14, 2016  
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years. It is the firm's current policy to destroy all materials in its possession five years after the conclusion of a particular matter.

**WITHDRAWAL FROM REPRESENTATION**

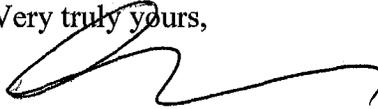
If billed amounts are not paid when due, Receiver agrees that the firm has the right to postpone or defer providing additional services, or to withdraw from the engagement upon providing Receiver with reasonable notice of our intent to do so.

As our client, Receiver will have the right at any time to terminate our services and representation upon written notice to the firm. However, termination will not affect Receiver's obligation to pay for all services rendered and costs advanced or incurred on Receiver's behalf prior to the date of termination. In addition, it is understood that our representation is limited to pursuing Receiver's interests only, and we disclaim the representation of any other person or entity in connection herewith.

If the foregoing terms are acceptable, please sign and return to me a copy of this letter to confirm Receiver's agreement to the foregoing. If Receiver ever has any questions regarding any of these terms, or any billing statement or other matters related to our representation, please feel free to call me at 602-595-9299.

We look forward to working with you. Thank you for your confidence in me and in our firm.

Very truly yours,



Christian C.M. Beams

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I agree to the foregoing and authorize Fredenberg Beams to represent Receiver in connection with the above-described matter.



Peter S. Davis as Receiver for  
DenSco Investments Corp.