

## **LOST PROPERTY AUDIT & BENEFICIARY LOCATOR SERVICE FEE AGREEMENT**

This Agreement ("Agreement") is by and between \_\_\_\_\_  
("Claimant") and ASTRO Financial Center LLC ("Organization") and is  
effective when signed by Claimant.

### **Background**

This Agreement is made with reference to the following facts and  
circumstances:

Organization is in the business of locating people, heirs to estates,  
beneficiaries of trusts, corporations, LLCs or other legal entities who are  
entitled to claim Monies Organization has located;

As a result of examining government accounts the Organization believes  
that Claimant directly or an estate, trust, corporation or LLC  
that Claimant is associated with is eligible to claim approximately  
\_\_\_\_\_ (the "Monies") which is a total from one or multiple  
accounts held by a government agency or agencies;

Estates, trusts, corporations, LLCs or other legal entities that a Claimant  
is associated with are referred to herein as "Associated Entity"; and

Claimant wishes for Organization to verify that Monies are due to  
Claimant or an Associated Entity and for Organization to then go and get  
those Monies for Claimant in exchange for Organization receiving a  
portion of the monies recovered.

### **1. Claimant and Organization agree as follows:**

- a) Organization will advance all reasonable and necessary costs (to be  
reimbursed to Organization from Monies recovered if Monies are  
recovered);
- b) Organization will perform all duties reasonably necessary to obtain the  
Monies;
- c) Organization agrees to provide all forms and documents required to  
process the claim for the Monies;
- d) Claimant authorizes Organization to act as its exclusive agent to  
process a claim for the Monies and agrees not to work with any other  
person or organization to claim the Monies or to attempt to claim the  
Monies on Claimant's own;

- e) Claimant agrees that Organization may hire an attorney or law firm(s) of its choosing to perform and manage the claiming process;
  - f) Claimant agrees to sign and return all documents needed to claim the Monies to Organization within three (3) days of request to Claimant;
  - g) After a successful claim, when monies are received, Claimant shall be promptly notified, provided a copy of the check received and an accounting for any expenses and fees. In turn Claimant shall provide written confirmation of Claimant's agreement on the proposed distribution of the monies received, confirm how to make out the check and where to send the payment;
  - h) Claimant agrees to provide a confirmation or objection to the proposed distribution noted in paragraph g above within three (3) business days of receipt. If confirmation or objection is not received within those three (3) business days distribution may be made according to the proposed distribution without further input from Claimant;
  - i) All parties agree to cooperate fully with all reasonable requests from the other in performance of this Agreement; and
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## **2. COMPENSATION:**

- a) *Claimant and Organization agree that payment to Organization is contingent upon Organization actually recovering the Monies. If no Monies are recovered for any reason other than the Claimant breaching this Agreement, then all parties to this Agreement are released of their duties and obligations under this Agreement. Claimant will have no obligation whatsoever to pay the Organization. In such event Organization will absorb all costs advanced.*
- b) Competing claims to the Monies may be made by third parties. Should Organization and Claimant receive an offer to settle the claim for less than one hundred percent (100%) of the Monies from one or more of these third parties and Organization wishes to accept the offer but Claimant declines the settlement offer, Claimant shall owe to Organization a sum equal to the amount due Organization as if the offer was accepted. Such payment shall be in accordance with payment under section No. 3 below, Non-Circumvention.
- c) Claimant and Organization agree to that Claimant shall receive 90 % of any Monies recovered and that Organization shall receive 10 % of any Monies recovered as a compensation for Organization's work. In addition, Organization shall receive

reimbursement for expenses ("Expenses") actually incurred to third parties in recovering Monies – including but not limited to overnight mail/delivery service charges, notary fees, postage, counsel fees and costs if an Attorney is retained to recover the Monies and other reasonable and ordinary expenses determined at Organizations sole and absolute discretion.

- d) Under no circumstances is Claimant responsible for paying any of Expenses unless and until Monies are recovered in which case the Expenses shall be deducted from the total Monies received and then the Organization shall receive a percentage of the Monies net of Expenses. For example, if \$10,200 was recovered with Expenses \$200, and the Organization was to be paid 10% of the Monies recovered, then the Organization would receive \$1,000. The calculations are as follows:  $\$10,200 - \$200 = \$10,000$  net to distribute.  $\$10,000 \times 90\% = \$9,000$  to Claimant, and  $\$10,000 \times 10\% = \$1,000$  to Organization.
- e) For clarification, Organization is ONLY entitled to a percentage of the Monies that are actually collected and ONLY reimbursed for Expenses if money is recovered.

### **3. NON-CIRCUMVENTION:**

- a) Claimant understands that during the process of working with the Organization the Claimant may learn where the Monies are located. Claimant agrees that he/she/they will not attempt to circumvent the Organization by making the claim without the Organization's involvement. Claimant acknowledges and agrees that much of the Organization's effort is already expended by the time the Claimant hears from the Organization. Prior to reaching out to the Claimant, Organization has checked government accounts to verify that Monies are being held, used investigative resources to locate the Claimant and then reached out to Claimant. The claiming process is only a portion of the overall work and is not indicative of much of the value brought by the Organization which is auditing government held accounts then doing the investigative work to locate the Claimant, then reaching out to Claimant.
- b) In the event the Claimant does attempt to circumvent the Organization, Claimant agrees that as soon as Claimant starts to work on recovering the money independent of the Organization that Claimant shall immediately pay the agreed upon percentage of the claim amount listed in the government account to the Organization and reimburse Organization for its costs. Such payment shall be made via wire transfer within two business days of Claimant starting to work on recovering the money.

- c) If Claimant does not pay within two business days Claimant agrees to pay all costs incurred by Organization in enforcing this Agreement including Organization's attorneys' fees, legal costs, collection fees, and all other expenses incurred by the Organization in enforcing its rights to payment of its portion of the claim. In addition to the costs incurred by the Organization the Claimant agrees to pay interest on all monies due the Organization at the lesser of the legally permitted rate or twelve percent per annum.

#### **4. CLAIMANT'S WARRANTY:**

- a) Claimant represents and warrants that he/she/they have the right and legal capacity to claim the Monies listed in the first paragraph of this Agreement. Claimant further represents and warrants that he/she/they have not conveyed, sold, assigned or otherwise disposed of their right to claim the Monies. In the event Claimant does not know where the Monies are until after signing this Agreement, Claimant agrees to alert Organization within thirty minutes of learning where the Monies are if Claimant has sold, assigned or otherwise disposed of their right to claim the Monies or any right to the Monies and to immediately provide a copy of documentation showing the assignment or disposition of the Monies.
- b) Claimant represents and warrants that he/she/they will not convey, sell, assign or otherwise dispose of their right to claim the Monies subsequent to entering this Agreement.
- c) Any breach of the representations and warranties in this paragraph No. 4 will also constitute breach on paragraph No. 3 above (Non-Circumvention) and will obligate Claimant to pay to Organization the same sums due under that paragraph.

#### **5. LIMITATION OF LIABILITY:**

In no event shall liability exceed the amount actually paid by Claimant to Organization on account of fees or costs. Claimant agrees Organization will not be liable for any alleged loss of monies that could have been claimed, business, direct or indirect damages, consequential or punitive damages, attorneys' fees and/or any other claims in excess of payments actually paid by Claimant to Organization. Claimant is responsible for compliance with all state & local statutes, laws, and regulations. Claimant agrees to indemnify and hold Organization harmless from all claims arising from work performed under this Agreement.

#### **6. MISCELLANEOUS PROVISIONS:**

- a) *Counterparts and Facsimile Transmission* – This Agreement may be signed in counterparts. A signed copy of this Agreement received by fax, scan, hard copy or email shall be deemed an original.
- b) *Governing Law, Venue, and Relief* – This Agreement shall be governed under the laws of the State of TEXAS which is where Organization has its office. In the event a dispute arises by either party the venue shall be in the County Courts in the County in which the Organization has its office. The prevailing party shall be entitled to reasonable attorney's fees and other relief awarded by the Court.
- c) *Binding* – This Agreement is binding upon all heirs, successors in interest, and assigns.
- d) *Signor Represents they Have Authority to Sign this Agreement* – If this Agreement is being signed on behalf of an Estate, LLC, Corporation, Trust, LP, or other non-natural entity (jointly "Non-Natural Party") the signatories hereto represent that they are authorized to sign this Agreement and have obtained any and all authority needed to sign this Agreement on behalf of the Non-Natural Party for whom they are signing this Agreement.

By signing below Claimant agrees to hire Company to claim the Monies under the terms of this Agreement.

\_\_\_\_\_  
PRINT NAME OF ENTITY OR PERSON HERE  
Printing Your Name Here is the Equivalent of a Signature

\_\_\_\_\_  
BY:NAME AND TITLE OF SIGNOR HERE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number