UNCLAIMED FUNDS BUYOUT AGREEMENT

Sale of Rights and Interests

This Agreement between ____, (recovery firm or RF) and ____ (Original Claimant or OC); shall be binding and inure to the benefit of both parties.

Whereas, RF has identified unclaimed funds held by a third party which it reasonably believes OC may have the right to claim in whole or in part; and

Whereas, OC has not made any attempt to claim such funds; and

Whereas, the parties acknowledge and agree that OC's right to claim such funds constitutes an expectancy that may produce significant, minimal or no future cash value; and

Whereas, OC acknowledges and understands that RF enters into this Agreement with an expectation of making a profit; and

Whereas, OC acknowledges he/she has been advised of the desirability of seeking - and has been given a reasonable opportunity to seek - the advice of independent legal counsel regarding this Agreement; and

Whereas, OC acknowledges that he/she does not have sufficient information about the unclaimed funds to make any determination as to whether they in fact have any right to claim such funds; and

Whereas the parties have mutually agreed that is in the best interests of both parties to enter into this Agreement;

Now, therefore, the parties mutually agree that:

1. OC hereby conveys to RF all of its right, title and interest in and to such unclaimed funds, believed to be $((amount of surplus)) (amount believed to be held by the court or government entity and due to OC. This is an estimate. RF's attorneys will review the case to confirm the amount after RF receives this Agreement from OC). Any monies collected above this amount are to be split as follows:

If less than $50,000 is collected, ______________% of the amount collected, less the initial payment sent.

If less than $100,000, but more than $50,000, _____________% of

the amount collected, less the initial payment sent.

If over $100,000, _____________% of the amount collected, less the

initial payment sent.

*Any and all court, attorney, research, materials, payroll etc cost will be borne by RF

From RF's portion.

2. In exchange for such rights, title and interest, RF shall pay to OC $__________________________ as follows:

a. $________________________________ due and payable from RF to OC within ten (10) business days of receipt of this executed Agreement, and receipt of any documents required by funds holder. This will be non-refundable, if OC does not attempt and has not attempted, to retrieve the funds without RF. If RF finds there are no funds to pursue, cannot verify funds amount, or funds have been reduced to less than $((min amount you would go after)), RF has the right to not pursue the retrieval and not pay OC. RF must have confirmation of funds held, and that there is not a claim in progress, from RF's attorney to release any funds. If RF is unable to get confirmation by 10 business days, RF will wait on sending this first payment until RF gets that. OC will, after the 10 business day period, have the right to cancel this agreement by notifying RF. After this initial payment has been sent and cashed by OC, termination of this agreement is not an option.

b. $________________________________ if and when RF's attorney retrieves the entire amount. This is the remainder of the monies due and payable immediately following the court releasing the funds, and the check being deposited into an account created specifically for this transaction. This amount, combined with the amount in 'a' above, will constitute the total amount paid to OC. In the event RF collects an amount less than the amount RF believes is being held and due to OC (see #1), final payment to OC shall be determined as follows:
If less than $50,000 is collected, ____________% of the amount collected, less the initial payment sent.

If less than $100,000, but more than $50,000, ___________% of the amount collected, less the

initial payment sent.

If over $100,000, ___________% of the amount collected, less the initial payment sent.

*Any and all court, attorney, research, materials, payroll etc cost will be borne by RF

from RF's portion.

3. OC understands that OC is selling all rights and interests in and to such unclaimed funds that OC may have. OC agrees that the amount shown in section 2 above is reasonable and acknowledges that it is in no way unconscionable, particularly in light of the facts that RF is paying over funds to OC without any guarantee that OC will successfully claim the unclaimed funds, that OC will benefit from the possession and use of such funds prior to completing a claim for the unclaimed funds, that RF has contributed its experience, skills and insights, all of which OC does not possess, in order to locate and identify the unclaimed funds and to locate OC and notify OC of the existence of the unclaimed funds, and that RF is assuming all risks of loss of the initial non-refundable payment as described above. OC hereby waives all rights to bring an action against RF on the grounds that the amount of consideration paid by RF is insufficient or unconscionable.

4. shall, in addition to paying the funds described above, assist OC in obtaining counsel(at RF's expense) to assist with filing a Petition to claim the unclaimed funds, and shall provide such additional assistance as OC and OC's counsel may reasonably request in preparing a Petition or fill out required paperwork to claim the unclaimed funds.

5. OC makes no claims and gives no warranties to RF regarding any right OC may have to claim all or any portion of the unclaimed funds.

6. In the event that OC has not successfully claimed the unclaimed funds within one year after execution of this Agreement, or if at any time during the term of this Agreement a third party successfully claims all or some portion of the unclaimed funds, RF may, at its option, terminate this agreement.

7. OC hereby acknowledges and understands that RF does not and shall not represent OC in any legal capacity beyond funds retrieval and that neither this Agreement nor any related document, correspondence, or oral agreement shall be interpreted as to create a partnership, joint venture, or attorney-client relationship between the parties.

8. OC acknowledges that they are entering into this Agreement without coercion, duress or undue pressure or influence.

9. OC hereby acknowledges and understands that RF has invested significant time, effort and money in identifying the unclaimed funds and under the terms of this Agreement has a vested interest in such funds. OC shall instruct their counsel to pay directly to RF any and all successfully claimed funds, within ten (10) days of receipt of such funds, which payment shall constitute OC's full performance under the terms of this Agreement. Payment to OC from RF shall be immediate, following the funds clearing the account.

10. This agreement shall be construed and interpreted in accordance with the laws of the State of ((state where your attorney is located)).

____ Date________________

Claimant Signature (OC)

Name ______________________________

State of ___________)
County of __________)

Before me, ________________, on this day personally appeared affiant(s), and acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of ___________, 20____.

____ (OFFICIAL SEAL)

Notary Public