

## Law Offices of Gary A. Bemis – Terms/Conditions

1. This account is provided for the purpose of collection efforts. The Law Offices of Gary A. Bemis, hereinafter known as the Firm, is authorized by the creditor to deposit sums collected to its Trust Account and will remit recovered moneys, less the agreed collection fee, to the creditor. The Firm. is also authorized to select an outside attorney or agent to represent us in this matter, if required.
2. Once The Firm accepts the creditor account for collection, the client shall not place the account with any other third party without The Firm's written permission, or prematurely withdraw the case. If withdrawn, or if the creditor takes any material action to prevent The Firm's ability to collect the account, The Firm's full fees shall be due and payable as though the full amount of the account has been collected per Term Three of this agreement.

The following fees are charged for The Firm's successful amicable collection efforts: 33.3% of sums collected.

The above fees will be charged strictly contingent upon collection.

3. Should litigation or arbitration be necessary to collect the debt, The Firm will obtain creditor prior approval. The client must answer The Firm's suit/arbitration request within one month. Court costs (or other judicial expenses or arbitration costs) are required up-front and are not part of the Firm's compensation. Attorneys' fees for defense of a counterclaim may be subject to separate compensation arrangements.
4. If merchandise is recovered in lieu of cash payment, The Firm's fees are charged based on one-half (50%) the value of the merchandise recovered and then in accordance with Term three of this agreement.
5. When The Firm discovers money was paid by the debtor to the client before the account was placed with The Firm., The Firm's fee shall be 5% of the sum paid to the creditor.
6. When successful in collecting Judgement Interest the Firm will charge a fee rate of 50% on interest collected.
7. In the unusual event where The Firm is unable to locate the client for the purpose of remitting funds collected on a claim, a custodial fee will be deducted from the collected funds while The Firm attempts to locate the rightful party to who the proceeds are due.
8. The creditor shall provide The Firm all the relevant supporting documents and render all assistance requested by The Firm regarding the case. If the debtor intends to avoid The Firm and tries to settle the account directly with the creditor after the client places the account with The Firm, the client shall instruct the debtor to deal with The Firm. If the creditor refuses to provide such assistance requested by The Firm., The Firm may assess its fees in accordance with Terms Two and Three of this agreement.
9. Once the creditor places an account with The Firm for collection, the creditor must pay The Firm the agreed fees according to terms Two and Three above for all kinds of settlements the creditor directly receives from the debtor including cash recovery, returned merchandise, and other settlements as though The Firm directly received the money or other settlement value.
10. Any settlement offers received by The Firm will be passed on to the creditor for review and response. If the creditor fails to respond within 30 days, and The Firm considers the settlement offer fair and equitable, The Firm will send the creditor a final request for response via overnight courier. If the creditor still fails to respond within 10 days, The Firm is authorized to accept the settlement.
11. The Firm shall protect clients' interests and keep all the information confidential. The Firm shall report to the client any development involved in the collection process in a timely manner.
12. Any controversy or claim arising out of, or relating to, this contract shall be determined by arbitration in accordance with the Rules of the California Bar Association. The place of arbitration shall be Riverside California, the number of arbitrators shall be one, the language of the arbitration shall be English, The losing party shall bear all cost, fees, expenses relating to said arbitration, including but not limited to attorneys' fees. The Award of the Arbitrator shall be binding and final upon the parties and shall be enforceable in any Court of competent jurisdiction.
13. If this account is given to The Firm by intermediary for the actual creditor, intermediary hereby warrants the actual creditor received, understands and concurs with these terms and conditions. The actual creditor and the intermediary are equally and severally bound by the terms and conditions of this agreement.
14. This contract shall be valid from the date of signing by the creditor until such time as The Firm closes its case file.



# Law Offices of Gary A. Bemis

## Claim Submission Form

12155 Magnolia Ave  
Riverside Ca 92503

Phone: 951-588-2080  
Fax: 951-588-2096


Debtor Information	
Debtor's Name: Brian Smith	Contact:
Address: Holbrook Street	Debtor's Banking Information:
City/Country: Anaheim California USA	
Phone:	
Fax:	E-mail: brian.smith@iname.com

Creditor Information	
Creditor's Name: Christina Freitag	Contact:
Address: 110 Janalee Drive	Creditor's bank account for future remittance of the recovery:
City/Country: , Henderson, KY 42420 USA	
Phone:	
Fax:	E-mail: christinafreitag@gmail.com

Claim Information	
Amount of Debt: US-\$ 700,000.00	Date of Oldest Invoice _____
Interest Lost: US-\$ _____	Date of Last Payment _____
<b>Terms of Sales:</b> <input type="checkbox"/> Documents against Acceptance (D/A) <input type="checkbox"/> Open Account (O/A) <input type="checkbox"/> Documents against Payment (D/P) <input type="checkbox"/> Letter of Credit (L/C) <input type="checkbox"/> Others - See attached promissory note	Did buyer accept B/E? <input type="checkbox"/> Yes <input type="checkbox"/> No Did buyer receive B/L? <input type="checkbox"/> Yes <input type="checkbox"/> No Did buyer receive goods? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Documents enclosed:</b> <input checked="" type="checkbox"/> Case Facts <input checked="" type="checkbox"/> Statement of Acct <input type="checkbox"/> Original Order <input type="checkbox"/> Personal Guaranty <input type="checkbox"/> Invoices <input type="checkbox"/> NSF Check <input type="checkbox"/> Correspondence <input type="checkbox"/> Credit Application <input type="checkbox"/> Credit Reports <input type="checkbox"/> Arbitration Award <input type="checkbox"/> Original B/E <input type="checkbox"/> Subrogation Agreement	Did buyer dispute the Goods Quality? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the buyer still in the business? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown Does the Sales Contract contain an arbitration clause? <input type="checkbox"/> Yes <input type="checkbox"/> No

Placement Fee: None	<b>Commission Rate:</b> 33.3% of sums collected
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We certify that I/we have received, read, and understood all the terms and conditions specified on the reverse side of this agreement. I/We hereby place the above account with The Law Offices of Gary A. Bemis for collection and agree to pay the firm according to the above fee arrangement.

  
Name and Signature of Actual Creditor

June 26th, 2013  
Date Claim Submitted