

NATIONAL OVERAGES FINDERS ALLIANCE

Excess Proceeds Service Agreement

This Agreement is entered into and made effective as of _____, _____, 2026, between:

Client: _____ (Sign) and **National Overages Finders Alliance (“Consultant”)**, a Texas-based excess funds recovery firm.

Purpose of Agreement

Client retains Consultant to identify, prepare, and pursue recovery of surplus or excess proceeds arising from a foreclosure or tax sale.

Cause Number: _____

Property Address (Subject Property): _____

Expected Funds (if known): \$ _____

Consultant is not a law firm and does not provide legal advice.

Client agrees to provide accurate information, identification documents, and heirship documentation (if applicable) necessary to process the claim.

1. Scope of Services

Consultant assumes responsibility for attorney fees and filing costs associated with the recovery process. Client shall not be responsible for any such fees or costs under any circumstances.:

- Identify and verify surplus funds held by a court or governmental entity
- Prepare required documentation
- Coordinate filings and, if necessary, retain legal counsel
- Pursue recovery of funds on the client’s behalf

With respect to this surplus funds claim, Consultant assumes responsibility for attorney fees and filing costs incurred in pursuit of recovery. For the avoidance of doubt, Consultant shall be responsible for the applicable fees set forth in the Representation Agreement between Client and The Lonergan Law Firm P.L.L.C. (the “Law Firm”), but only to the extent such fees are incurred in connection with a successful recovery of excess proceeds by the Law Firm.

2. Compensation

Consultant shall receive compensation equal to \$ _____ of the gross recovered funds (the “Compensation”), payable solely from funds successfully recovered by Lonergan Law Offices, P.L.L.C. (the “Law Firm”). For the avoidance of doubt, if the funds successfully recovered amount to anything less than the Compensation, Client shall not be personally responsible or obligated to pay Consultant the

difference between the recovered amount and Consultant's Compensation. The Compensation shall only be paid from the amount successfully recovered by the Law Firm.

If no funds are recovered, Client shall not be responsible for any fees or costs. However, if Client terminates this Agreement after work has commenced or materially interferes with the recovery process, Consultant reserves the right to seek reimbursement of actual out-of-pocket costs incurred.

- **No recovery = No fee.**
- The consultant's fee shall be paid **directly from the recovered proceeds** at the time of disbursement.
- Client shall not owe upfront fees for this claim.

- **If no money is recovered, the client does not owe these fees unless the client cancels** or causes the case to stop.

3. Non-Circumvention

Client agrees not to independently pursue recovery of the identified surplus funds after receiving confidential claim information from Consultant. If Client bypasses Consultant and successfully recovers the funds independently or through another party, Consultant remains entitled to the agreed contingency fee.

4. Confidentiality

Consultant agrees to maintain the confidentiality of all non-public personal, financial, or claim-related information provided by Client. This obligation survives completion or termination of this Agreement.

5. Limitation of Responsibility

Consultant is not responsible for court processing delays or decisions made by governmental entities beyond Consultant's control.

6. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas.

7. Entire Agreement

This Agreement represents the full understanding between the parties regarding this surplus funds claim and supersedes any prior discussions or representations. Any modification must be in writing and signed by both parties.

Full Name

Additional heirs or claimants may execute this Agreement on the attached Signature Addendum Page(s). Each signatory shall be bound by the terms of this Agreement as if originally named herein.

Client: _____

Sign: _____

Date: _____

Signature Addendum – Heirs / Claimants

Each signatory represents that, to their knowledge, they have full authority to enter into this acknowledgment and that no other undisclosed heirs, beneficiaries, or claimants to the recovered funds exist as of the date of execution. Each signatory acknowledges that they are an heir, beneficiary, or claimant entitled to a portion of the recovered funds described in this Agreement.

Each signatory authorizes the Law Firm to deduct Consultant's Compensation from the gross recovery before calculating each signatory's pro-rata share, if any, and distributing the pro-rata shares accordingly.

Except for Client, who is a party to and bound by this Agreement, the remaining signatories are signing solely to acknowledge their status as heirs, beneficiaries, or claimants and their entitlement to their respective portion of the recovered funds. Such signatories are not parties to this Agreement, do not consent to or assume any obligations under this Agreement, and do not authorize Consultant to act on their behalf.

Heir Name (Printed): _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Percentage of Interest (if known): _____%

Heir Name (Printed): _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Percentage of Interest (if known): _____%

Heir Name (Printed): _____

Signature: _____

Date: _____

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Signature: _____

Date: _____

Phone: _____

Email: _____

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