

## QUALIFICATION STATEMENT

*"Service powered by results!"™*

UnitedAMS offers Receivership, Bankruptcy and Asset Management support services in the states of Nevada, California, Arizona, Florida, Texas, Illinois, Georgia, Washington State and the Carolinas. UnitedAMS is a member of the California Receivers Forum (CRF). Our team of professionals strives to provide value - added services in receivership and asset management by constantly pursuing more effective and efficient solutions. In order to attain this goal, the company utilizes its vast experience in residential, multi-unit, commercial, and industrial markets, as well as, business administration, dispute resolution, negotiation, turn-around, and finance and accounting, which allows us to tailor services and strategies to fit a specific assets' needs. United AMS' team is efficient, cost effective, and goal, task and schedule oriented; our team is quick to react to changes and challenges imposed by the distressed environment.

Dotan Y. Melech, UnitedAMS' President and Court Appointed Receiver, has been selected by the United States Department of Justice to be a Federal Bankruptcy Trustee. Mr. Melech's receivership experience, professionalism and trust have allowed him to be appointed in this key role in the Bankruptcy Process. As a Federal Trustee of the U.S. Bankruptcy Courts, Mr. Melech has the responsibility to oversee and manage bankruptcy estates on behalf of the bankruptcy court. Melech has more than 20 years experience in senior management, in the military, and in the fields of real estate, manufacturing, construction and finance. Throughout his career, Melech has been involved in major projects nationally and internationally. Melech's achievements and experience in both the public and private sectors offer a uniquely diversified approach. Mr. Melech has been involved in major projects nationally and internationally. Melech's achievements and experience in both the public and private sectors offer a uniquely diversified approach. Mr. Melech holds a B.S. in Civil Engineering from UNLV and an MBA from University of Pittsburgh (PITT), and is a Member of the National Association of Bankruptcy Trustees (NABT).

UnitedAMS' affiliated companies, whose expertise and experience add another dimension to UnitedAMS' capable professionals, have extensive experience in the real estate, construction, development, finance and management fields. UnitedAMS and its affiliates have managed, maintained, marketed and sold over 60,000 single-family residential units in more than 14 states for the US Housing and Urban Development Department (HUD). Additionally, we have developed over 500 projects, and currently manage over 1,000,000 square feet of retail, office and industrial space, and over 3,000 units of SFR, daily and weekly stay, tax credit and multi-family units in multiple states.

Our team of professionals has administered thousands of bankruptcy and receivership cases. UnitedAMS is a fully integrated business advisory, fiduciary and asset management service company, with regional offices in ten states.

## **SERVICES OFFERED:**

-  Receivership
-  Asset Management
-  Bankruptcy
-  Assignment for the Benefit of Creditors (ABC) Liquidating Trustee
-  Turn-around/workout/modification
-  Business Advisory
-  Property Preservation
-  Property Inspection
-  Portfolio Management
-  Dispute Resolution
-  Information Technology and Data Management Solutions
-  Crisis Management
-  Chief Restructuring Officer (CRO)
-  Property Management Services (commercial and residential)
-  Health Care
-  Expert Witness

## **TYPES OF RECEIVERSHIP:**

-  Asset Preservation
-  Rents and Profits
-  Equity
-  Enforcement of Judgment
-  Fraudulent Transfer Action
-  Partnership
-  Dispute
-  Regulatory
-  Information Technology (Internet Business)

## **EXAMPLES OF RECEIVERSHIP AND ASSET MANAGEMENT:**

-  Multi-Family
-  Tax Credit
-  Retail
-  Office
-  Industrial
-  Storage
-  Health Care
-  Single-family Residential
-  Hotel
-  Extended Stay & Daily
-  Agriculture
-  Business
-  Partnership Dispute
-  Manufacturing
-  Distribution
-  Tavern
-  Restaurant

 Gas Station

 Export/Import

## **UNITEDAMS' BEST PRACTICES:**

 Goal, schedule and profit oriented

 Efficient and cost effective

 Personal and customized approach

 Utilizes proprietary technology to administer cases

 Provides valuable information, including but not limited to, monthly reports, workable budgets, pro-forma and recommendations

 Adding value and maximizing recovery based on real experience

 Resourceful - administering assets nationwide

## **FEE APPROACH:**

United AMS employs a cost-effective approach and utilizes proprietary technology in the management of all assets. Our professionals are cross-trained in all business areas so as to maximize productivity and recovery, yet minimize costs through the use of budgets, pro-forma's, and a proprietary Time-Tracker system.

Detailed, workable budgets are provided within the first 60 days of acquisition and will include all necessary line items. Within any case administration, the uncertainty of asset management within the first 60-90 days will be reflected in the cost, but will subsequently decrease as the asset stabilizes. Additionally, any necessary third party services required by the asset, or case, will be true to cost and reflect real values, free of supplementary mark-ups.

## **FEE SCHEDULE:**

Hourly Rates:

 \$350 – Receiver/Trustee/Sr. Partner

 \$250 – Sr. Associate/Project Manager

 \$175 – Associate/Project Coordinator

 \$125 – Junior Associate/Administration

Reimbursement of Expenses:

 Insurance

 Permit Fees

 Reasonable out of pocket expenses

Third Party Expenses as needed and approved by appointing party and/or court (at market rates):

 Attorney

 Engineering

 CPA

 Appraisers

 Subcontractors

 Suppliers

## **SELECTED CLIENTS' LIST:**

 Bank of America

 City National Bank

 US Bank

 Citi Bank

 Colony Capital

 GrandPoint Bank

 EverBank

 Farmers & Merchants Bank

 Level One Bank

 Veteran's Administration

 Town & Country Bank

 First Financial Bank

 Private Equity Groups

 US Housing and Urban Development (HUD)

 Federal Bankruptcy Court

 State and Federal Courts

## **ASSOCIATIONS:**

-  NABT - National Association of Bankruptcy Trustees
-  California Receivers Forum
-  State Appointed Receivers
-  Federal Bankruptcy Trustee
-  ACI- American Concrete Institute
-  AISC- American Institute of Steel Construction
-  Nevada and California Licensed PE
-  Licensed Inspectors in Nevada, California, Florida and Arizona InterNACHI - National
-  Association of Certified Home Inspectors

## **AFFILIATED COMPANIES:**

-  Value Brokerage & Services, Inc. (**VB&S**)
-  United Property Inspections, LLC (**UPI**)
-  Unified Asset Management IT, LLC (**UIT**)
-  Nevada Asset Preservation Management, LLC (**NAPM**)
-  Vacancy Management Services, LLC (**VMS**)
-  UnitedAMS USA, Inc. (**UAMSUSA**)
-  Bankruptcy Global Holdings, LLC (**BKG**)
-  Active Data Technologies, Inc. (**ADT**)
-  Harrington Moran Barksdale, Inc. (**HMBI**)
-  Homestead Capital Group
-  Foreclosures.com
-  Bankruptcylistings.com

## Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how UnitedAMS bills for services rendered and expenses incurred in connection with client projects.

In order to help us determine the value of services that we render on behalf of our clients, our staff maintains written records of the actual time they spend working for each client in 1/4- hour increments. Billed time includes all time spent on the project and encompasses, but is not limited to, activities such as conferences, telephone calls, discovery of data, drafting of reports and other documents, financial and other analysis, correspondence, negotiations, research, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for expenses associated with travel, long- distance telephone calls, computerized research services, courier services, fax and other forms of communication, copy services, permit fees, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within fifteen (15) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent fifteen-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for services billed to the client, must be made in writing to UnitedAMS within fifteen (15) days of the date of the statement containing that cost, expense, or fee for services. If the client does not do so within fifteen (15) days of a billing statement, the statement will be conclusively presumed to be correct. In other words, if the client does not contact us in writing within fifteen (15) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

UnitedAMS requires a non-refundable consulting fee before commencing work. Additionally, we require a client to pay on a monthly basis for time expended by us on the client's project and costs incurred on the client's behalf. The upfront, non-refundable consulting fee is not a retainer and will not be held by UnitedAMS as payment on the final invoice or any other charges incurred.

We are sometimes asked to estimate the service fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any project; accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any estimate, and the client will be charged on the basis described above without regard to that estimate. The fees and costs incurred in connection with our services for a client are not contingent upon the successful completion of any project.

We will retain possession of the client's file and all information therein until full payment of all costs, expenses, and fees for services, subject to turnover or destruction of the file as set forth below. After payment of all sums due and upon the client's request, we will deliver the client's file (other than our personal notes and work product that we elect to retain) to the client, along with any of the client funds or property in our possession. If we are not instructed otherwise, the client's file will be kept in our office for a limited time after completion of the project and then sent to off-site storage, where it will be held for a period not to exceed seven years. Files are destroyed seven years after the closure of the project file without any further notice.

The client may discharge us at any time and UnitedAMS may withdraw their services at any time at our discretion. In either such circumstance, 30-days written notice shall be given by the party wishing to withdraw and work will conclude 30-days after written notice is received. If the client shall desire to retain other services, UnitedAMS will be paid in full for all services performed on the project(s).

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's project. We make no such promises or guarantees. Our comments about the outcome of the client's project, if any, are expressions of opinion only. It is impossible to predict how long a project will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's project. We encourage our clients to contact UnitedAMS if they have questions about our billing policies or procedures.