

4/15/15  
Patrick Bernal  
(H.12) S.73



LEGAL FUNDING  
**ASSIGNMENT, SALE, SPRINGING ASSIGNMENT  
& EQUITABLE LIEN AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and dated as of September 8, 2014, by and between [redacted], residing at [redacted] (the "Seller"), and [redacted] (the "Purchaser") with a principal place of business located at [redacted].

The Seller represents to Purchaser that Seller is represented by counsel and is the plaintiff in a certain matter/litigation encaptioned [redacted] (the "Litigation"). The Litigation has been filed in the US DISTRICT COURT of VERMONT, under the Index/Docket # [redacted]. Pursuant to the Litigation, Seller may be entitled to monetary sums as compensation for personal injuries, medical malpractice, civil rights violations, wrongful termination of employment, employer misconduct, products liability, qui tam claims, workers compensation, elder abuse, wrongful death and/or other damages sustained in a certain incident(s)/accident(s), which occurred on various dates. Any monetary sums recovered pursuant to the Litigation, and/or from any proceeding arising from the events that are the basis of the Litigation, through settlement, verdict, judgment, arbitration, statutory schedule or otherwise, if any, shall hereinafter be referred to as (the "Proceeds").

The Seller has requested, and the Purchaser has agreed to purchase from Seller a portion of the Proceeds (the "Purchased Property") for monetary consideration (the "Purchase Price"). In certain instances, the Purchase Price may include the cost to buyout a prior settlement financing related to the Litigation (a "Buyout Payment") and/or payments to designated third parties at the request of Seller. The Purchase Price for this Agreement shall be Five Thousand and 00/100 Dollars (\$5,000.00), which shall be credited to Seller upon the execution of this Agreement and, after subtracting all Applicable Fees and Buyout Payment(s) to third parties, shall be paid to the Seller. **This is a non-recourse purchase agreement. There is no obligation for seller to make payment except from the proceeds of the matter/litigation.**

**DISCLOSURE STATEMENT**

- A. Property to be purchased from the Seller under the agreement: \$ 5,000.00
- B. **Payment Schedule: 875**
  - Total Pay-Off Amount to be paid by the Seller to [redacted]
  - Minimum amount due on or before the first six (6) month Anniversary: \$ 7,500.00
  - After Six (6) month Anniversary, but on or before One Year Anniversary: \$ 8,750.00
  - After One Year Anniversary, but on or before 18 month Anniversary: \$ 10,000.00
  - After 18 month Anniversary, but on or before Two Year Anniversary: \$ 11,250.00
  - After Two Year Anniversary, but on or before 30 month Anniversary: \$ 12,500.00
  - After 30 month Anniversary, but on or before Three Year Anniversary: \$ 13,750.00
  - After the Three-Year Anniversary, the total pay-off amount shall continue to increase in a Similar fashion by \$1,250.00 for each additional six-month period.**

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- I. **Representations and Warranties of Seller.** Seller represents and warrants the following:
  - a. **Seller intends this transaction to be and agrees that this transaction is a purchase and sale and is not a loan.**
  - b. The Seller's date of birth is [redacted] and the Seller's Social Security number is [redacted]
  - c. The Seller's telephone number is [redacted]
  - d. The Seller's email address is: [redacted]
  - e. The Seller presently resides at the address stated above and has not resided at any other address in the past 3 years/months other than as follows [redacted]
  - f. The Seller has the full power and authority to enter into this Agreement and sell the Property to Purchaser and does not require the consent of any third party, including, but not limited to, any present or former spouse to do so.
  - g. The Seller has not previously assigned all or any portion of the Proceeds to any person, firm or corporation except to Purchaser as set forth herein.
  - h. The Seller is represented in the matter/litigation by an attorney/law firm on a fee-contingent basis. In no case does the attorney's fee exceed Forty Percent (40%) of the Proceeds.

[Redacted Signature Box]  
Client's Initials

Principal	Amount Paid Back	If paid at beginning <sup>of</sup> term.			If paid at end of term		
		Term (Days)	Finance Charge	Rate	Term (Days)	Finance Charge	Rate
5,000	7,500				183	2,500	100.00%
5,000	8,750	184	3,750	149.18%	365	3,750	75.00%
5,000	10,000	366	5,000	99.73%	548	5,000	66.67%
5,000	11,250	549	6,250	83.18%	730	6,250	62.50%
5,000	12,500	731	7,500	74.90%	913	7,500	60.00%
5,000	13,750	914	8,750	69.92%	1,095	8,750	58.33%