

## **PREPAID FORWARD PURCHASE AGREEMENT**

This Prepaid Forward Purchase Agreement is dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is entered into between Credit Capital, LLC, a South Carolina limited liability company, as Purchaser and \_\_\_\_\_, as Seller.

In consideration of the agreement set forth herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Seller and Purchaser agree as follows:

1. The Purchaser shall pay to Seller or on Seller's behalf to his or her attorney the amount of \$\_\_\_\_\_ (the "Purchase Price") in exchange for the Seller assigning by their signature below an interest in the recovery, if any, under the lawsuit in question for which the funds are provided.
2. Upon resolution of the lawsuit either by settlement or collection of judgment, (i) if resolved in the first 12 months of the date of this Agreement, then 120% of the Purchase Price will be paid to Purchaser and the remaining amount will be paid to the Seller., (ii) if resolved beyond 12 months of the date of this Agreement, but within 24 months, then 144% of the Purchase Price will be paid to Purchaser and the remaining amount will be paid to the Seller, or (iii) if resolved beyond 24 months, then 172% of the Purchase Price will be paid to Purchaser and the remaining amount will be paid to the Seller.
3. The relationship between Seller, on the one hand, and Purchaser, on the other, shall be that of seller and buyer. Neither is a trustee or agent for the other, nor does either have any fiduciary obligations to the other. This Agreement shall not be construed to create a partnership or joint venture between the Parties.
4. No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Parties, and no waiver of any provision of this Agreement, nor consent to any departure by any Party from it, shall be effective unless it is in writing and signed by the affected Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of a Party to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver by such Party, nor shall any single or partial exercise of any right or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of each Party provided herein (a) are cumulative and are in addition to, and are not exclusive of, any rights or remedies provided by law and (b) are not conditional or contingent on any attempt by such Party to exercise any of its right or remedies under any other related document or against the other Party or any other Entity.

5. This Agreement embodies the final, entire agreement of the Parties hereto and supersede any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto.
6. Each Party agrees to (i) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents, and instruments and (ii) take or cause to be taken all of such other and further actions as the other Party may reasonably request to effectuate the intend and purposes, and carry out the terms, of this Agreement.
7. This Agreement shall terminate and be of no further force or effect upon the conclusion of the litigation and the satisfaction by Seller of all of its obligations under Paragraph 2 herein.
8. By signing this Agreement, Seller agrees that the amount owed under this Agreement constitutes a lien against any recovery Seller has on the claim upon which this Agreement is based. Seller further agrees and irrevocably directs Seller's attorney to pay the amount due under this Agreement from the proceeds of Seller's recovery.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first written above.

SELLER:

\_\_\_\_\_

PURCHASER:

**CREDIT CAPITAL, LLC**

By: \_\_\_\_\_

Name:

Title: Manager