Multiple Documents

Part	Description
1	4 pages
2	Exhibit Redacted Assignment
3	Exhibit Redacted Assignment

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION	**No. 2:18-md-2323-AB** **MDL No. 2323**
Kevin Turner and Shawn Wooden, *on behalf of themselves and others similarly situated,* Plaintiffs, v. National Football League, et al., Defendants. **THIS DOCUMENT RELATES TO: ALL ACTIONS**	

DECLARATION OF SOL H. WEISS IN RESPONSE TO THE COURT'S ORDER DATED 3/28/18 REGARDING THE ATTORNEYS' FEES QUALIFIED SETTLEMENT FUND

I, Sol H. Weiss, am an attorney licensed to practice before all the courts of the Commonwealth of Pennsylvania, the United States District Courts for the Eastern and Middle Districts of Pennsylvania, the United States Court of Appeals for the Third and Sixth Circuits, and the United States Supreme Court. I am President of the law firm of Anapol Weiss and appointed by this Court to serve as Co- Lead Class Counsel and on the Plaintiffs' Steering Committee. Anapol Weiss is seeking payment from the Attorneys' Fees Qualified Settlement Fund. Pursuant to 28 U.S.C. §1746, I hereby respond to the questions presented by the Court in its March 28, 2018 Order, based upon my personal knowledge, information and belief.

1. Anapol Weiss initially registered two hundred and sixteen (216) Settlement Class Members.

A. Forty-eight (48) Class Members subsequently discharged our Firm. Before registration opened seventy-one (71) retired Class Members discharged our Firm.

B. Anapol Weiss currently represents one hundred and fifty-seven (157) Eligible Settlement Class Members in this litigation.

2. A. To date, five (5) Class Members have received a Monetary Award.

B. Four (4) more Class Members represented by Anapol Weiss have been approved for a Monetary Award

C. Seven (7) more Class Members represented by Anapol Weiss have applied for Monetary Awards and are awaiting adjudication.

D. Based on my information and belief, four (4) additional Settlement Class Members will qualify for a Monetary Award after we receive a Diagnosing Physician's Certification. Additional Class Members await BAP Testing. Some, if the BAP results warrant, may also qualify for Monetary Awards.

3. Anapol Weiss represents one Settlement Class Member, who later signed a fee agreement with Wilshire Law Firm, P.C. Bobby Saadian of Wilshire Law Firm, P.C., arranged a Third-Party Litigation Loan. Thereafter, the Wilshire Law Firm contacted Anapol Weiss requesting we withdraw as Counsel. The Class Member, however, elected to remain an Anapol Weiss client.

Anapol Weiss also represented a Settlement Class Member who, against the advice of the undersigned, on his own obtained a cash advance with a Third-Party Litigation Funder. Shortly after receiving his loan proceeds, the Settlement Class Member terminated our services.

4. Other than the one Class Member discussed in the paragraph above, none of the Settlement Class Members represented by Anapol Weiss that have received an award, applied for an award or are awaiting approval of an award, have signed an agreement with a Third-Party Litigation Funder.

5. Anapol Weiss is not under any obligation to pay or forward any portion of funds for Settlement Class Members that have qualified for Monetary Awards other than for the Class Member who Wilshire Law Firm facilitated the Loan and to which Anapol Weiss has advised the Third-Party Litigation Funder that the advance is an "Assignment" and violates the Amended Master Settlement Agreement. That Class Member has not qualified for a monetary payment.

6. Anapol Weiss was not involved in nor had knowledge of the represented Settlement Class Member's association with the Third-Party Funder until after the contract had

been signed and the loan was disbursed to the Class Member. The other Settlement Class Member formally represented by the undersigned acted against the advice of counsel.

7. Anapol Weiss does not have any direct or indirect association with any Third-Party Litigation Funders.

8. The assignments referenced in Response #3 involving the player currently represented by Anapol Weiss is being litigated. The undersigned is currently unaware of the status of the Assignment involving the Settlement Class Member no longer represented by Anapol Weiss.

DOCUMENTS:

A-D. The redacted contract between the Settlement Class Members and the subject Third-Party Funders are attached hereto as Exhibit A and Exhibit B. All identifiable information and personal data pertaining to the Settlement Class Members have been redacted.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 4/27/2018

Respectfully submitted,

ANAPOL WEISS

/s/ Sol H. Weiss

Sol H. Weiss, Esquire
One Logan Square
130 N. 18th St., Suite 1600
Philadelphia, PA 19103
215-735-2098 (P)
215-875-7701 (F)
sweiss@anapolweiss.com

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing Declaration of Sol H. Weiss was served electronically via the Court's electronic filing system on the 27th day of April 2018 upon all counsel of record.

ANAPOL WEISS

/s/ Sol H. Weiss
Sol H. Weiss, Esquire

EXHIBIT A

Letter of Direction

I, [redacted] hereby instruct Preferred Capital Funding – Nevada, LLC to make my loan check(s) payable to the following parties:

Name	Amount
[redacted]	$50,000.00
Peachtree Pre-Settlement Funding SPV, LLC P.O. Box 935350 Atlanta, GA 31193-5350	$225,000.00

[redacted]
(May 27, 2016)

May 27, 2016

Borrower Signature **Date**

Loan # 2850416A

Preferred Capital Funding – Nevada, LLC
211 N. Buffalo Dr., Ste. C
Las Vegas NV 89145
Phone: (702) 947-9775

PROMISSORY NOTE AND ASSIGNMENT OF PROCEEDS OF CLAIM

1. Initial Disclosures.

DATE OF LOAN:	**May 27, 2016**
AMOUNT OF LOAN:	**$ 275,000.00**
DEDUCTIONS FROM LOAN AMOUNT:	**$ 0.00**
FINANCE CHARGE:	**$ 109,862.50**
ANNUAL PERCENTAGE RATE:	**39.95%**
NUMBER OF PAYMENTS:	**One**
AMOUNT OF PAYMENT:	**$ 384,862.50**
PAYMENT DUE DATE:	**May 27, 2017**
TOTAL OF PAYMENTS:	**$ 384,862.50**
LATE PAYMENT FEE	**5% of amount of payment if payment is more than 15 days late**
PREPAYMENT:	**You may prepay this loan at any time, without penalty.**

COLLATERAL: **An assignment of a portion of the proceeds of the case / claim / lawsuit (hereinafter referred to as "the claim") arising from an incident occurring on or about date unknown and against the responsible party ; et al. v. National Football League and NFL Properties, LLC, successor-in-interest to NRL Properties, Inc *and other potentially responsible parties* including all insurance claims related thereto (including where relevant, all bad faith, uninsured or underinsured motorist's claims) sufficient to cover all amounts due and owing under this agreement.**

2. Promise to Pay. I, (the Borrower), for value received, promise to pay to the order of Preferred Capital Funding – Nevada, LLC (the Lender), the principal sum of Two Hundred

Subject to a security interest provided by Preferred Capital Funding LLC to FirstMerit Bank N.A.

Seventy-Five Thousand & 00/100 Dollars ($275,000.00), plus interest on the principal sum calculated at the annual percentage rate of 39.95% calculated as follows: 9.92% interest for the 1st month; and 2.73% interest for months 2 through 12 without any monthly compounding of interest. This is a single advance loan with a monthly step interest rate as defined within this paragraph. This loan shall be payable upon the earlier of:

A. One year from the date of this Promissory Note (the Agreement); or

B. My or my attorney's receipt of payment on account of my pending claim(s) / lawsuit(s) / entitlement as a beneficiary or other sums due me now or in the future from the matter(s) listed as Collateral hereunder and enumerated as against [redacted], et al. v. National Football League and NFL Properties, LLC, successor-in-interest to NRL Properties, Inc, Case No. 2:13-CV-06101 or other potentially responsible parties arising out of an incident on or about date unknown.

3. Refinancing: If the Loan you are closing today will pay off and refinance your prior Loans with lender and provide you with additional funds a letter of direction or Assignment of Proceeds will accompany your loan documents showing the following:

A. That you will be receiving new funds today in the amount of $275,000.00.

B. That the amount of $0.00 will be used to pay off your prior loan(s) with lender bearing loans #(s) N/A.

4. Automatic Roll-Over: The Borrower and the Lender agree that if the event described in this section 2.B has not occurred as of the Payment Due Date [or as of any subsequent loan term Payment Due Date(s)], and if no Event of Default (as that term is defined in section 9 of this Agreement) has occurred, they shall enter into a Promissory Note and Assignment of the Proceeds of the Claim in form and substance substantially identical to this Agreement (except that the principal amount of the Loan shall be equal to the original principal amount of the Loan, plus all accrued and unpaid interest on the Loan) by which the Payment Due Date shall be extended by the same term as the original loan.

5. Grant of Security Interest. To secure the payment of the Loan, and of any and all other debts, obligations or liabilities of the Borrower to the Lender, whether direct or indirect, now or hereafter existing, absolute or contingent, the Borrower pledges and grants unto Lender a security interest in the following property (which shall be referred to collectively as the "Collateral"):

A. The proceeds of the borrower's claim for injury against [redacted] et al. v. National Football League and NFL Properties, LLC, successor-in-interest to NRL Properties, Inc or other potentially responsible party's arising out of the incident occurring on or about date unknown including all insurance proceeds due thereunder sufficient to cover all amounts due and owing under this Agreement upon those proceeds being identifiable and ascertainable.

6. Assignment of Proceeds. As security for the payment of the Loan, and of any and all other debts, obligations or liabilities of the Borrower to the Lender, whether direct or indirect, now or hereafter existing, absolute or contingent, the Borrower irrevocably assigns a portion of the proceeds of the Claim and directs and authorizes his or her attorney(s) to pay to the order of the Lender immediately, upon receipt by the Attorney(s) or the Borrower of the proceeds of the Claim, all amounts due and owing under this Agreement (in each case limited to the total amount then due and owing under the Loan). To evidence receipt of the direction and authorization described in this paragraph, the Borrower shall cause his or her current and subsequent attorney(s) to execute the Acknowledgment of Assignment of Proceeds form attached hereto as Exhibit A.

7. Representations and Warranties. The Borrower represents and warrants that:

A. Ownership of The Claim. The Borrower is the lawful owner of the Claim and any other Collateral listed.

B. No Other Loans. The Borrower has not borrowed upon, pledged or assigned any interest in the Proceeds of the Claim, or any other Collateral used to secure this loan, to any other person or entity, other than the loan(s) with Peachtree that are being paid off from part of the proceeds from this transaction, andshall keep the Proceeds of the Claim and any other Collateral free of all liens, other than any liens in favor of the Borrower's attorney, and any liens in favor of medical providers who treated the Borrower for the injury or condition which is the subject of the underlying Claim.

C. Status of Claim. Upon request by the Lender, Borrower shall report promptly to the lender the status of his or her claim / collateral, including the non-privileged portions of his or her case file, current attorney information and whether borrower has received any recovery, funds or settlement from the collateral. Borrower will also direct their attorney to provide said statuses as well.

D. Other Documents. The Borrower shall promptly upon request by the Lender execute such other documents as may be necessary or advisable in the Lender's opinion to give effect to this Agreement.

E. No Reduction in Amount Owed. Borrower hereby waives any rights or claims he/she may have to a reduction in the amount owed under this agreement including any rights he/she may have under the common fund doctrine.

F. Credit Report. Borrower consents to Lender running Borrower's credit report prior to and after the execution of this agreement, including up to the date of final payment of all sums due and owing hereunder.

G. No Assignment. The Borrower shall not assign, dispose of, pledge, or borrow upon the proceeds of the claim or any other collateral used to secure this loan, except with the Lender's prior written consent.

8. Representations and Warranties of the Lender. The Lender represents and warrants that:

B. Maintenance or Control. Lender shall not exercise any maintenance or control of the underlying claim, including but not limited to, selection of counsel, right to prosecute, or resolution of the claim.

C. Assignment. Lender is not taking an assignment of the underlying claim or cause of action, but rather is taking an assignment of the proceeds that borrower may be entitled to and necessary to satisfy the repayment of the loan hereunder.

9. Events of Default. The occurrence or existence of any of the following shall be an event of default (an Event of Default) under this Agreement:

A. The Borrower shall fail to pay to the Lender as and when due all principal and interest due under the Loan, and any and all other debts, obligations or liabilities of the Borrower owed to the Lender, whether direct or indirect, now or hereafter existing, absolute or contingent, including without limitation the Borrower's obligations to the Lender arising under any Prior Agreement(s) with Lender.

B. Any representation or warranty, or other statement contained in this Agreement or Borrower's loan application shall be false or misleading in any respect.

C. The underlying claim(s) as enumerated in the Collateral shall be dismissed.

D. The Borrowers current or subsequent attorney fails to execute and return to Lender in original signature the "Acknowledgement of Assignment of Proceeds of Claim" [a copy of which is attached hereto as Exhibit A],

E. The Borrower shall file a voluntary petition under the United States Bankruptcy Code, or shall enter into an assignment for the benefit of creditors or any other voluntary insolvency procedures, or an involuntary petition under the United States Bankruptcy Code shall be filed against the Borrower or a receiver shall be appointed for the Borrower or for any of his or her property.

F. A judgment in excess of $5,000.00 shall be entered against the Borrower in any other matter.

G. The Lender shall determine, in the reasonable exercise of its discretion, that the value of the Claim or any Collateral (if any) is insufficient or impaired in any material respect.

10. Remedies Upon Default.

A. Immediately upon the occurrence of an Event of Default, the Lender may, without notice to the Borrower, declare all of the Borrower's obligations to the Lender under this Agreement [and under any Prior Agreement(s), if any] to be immediately due and payable.

B. Lender shall have, in addition to all of its other rights and remedies under this Agreement, all the rights and remedies of a secured party under the Uniform Commercial

Code including, without limitation, the right to sell, lease or otherwise dispose of any or all of the Collateral, if any, to the extent allowed by law.

C. No act, delay in acting or omission to act by the Lender, or course of dealing between the Borrower and the Lender, shall constitute or be deemed to constitute a waiver of any of the Lender's rights and remedies under this Agreement.

11. Payment of Costs and Disbursements After Event of Default. The Borrower shall pay to the Lender, immediately upon demand, all costs and disbursements, including attorneys' fees incurred in any legal proceedings to collect on the Loan, or to realize on any security given for the Loan, after the occurrence of an Event of Default.

12. Document Preparation Fee: The Borrower shall pay to the Lender the following Document Preparation Fee. This Fee shall NOT be deducted from the loan proceeds, nor shall it accumulate interest within this loan. Borrower understands and agrees that this fee is a separate and unique charge from any interest calculation. This fee shall be added to the final pay-off statement to borrower at the time of payment or refinancing into a new loan.

Document Preparation Fee shall be zero dollars ($0.00).

13. Late Charge. If the Borrower shall fail to make any payment on the Loan as and when due, and such failure shall continue for a period of not less than 15 days, the Borrower shall pay to the Lender, in addition to all other amounts due and owing under this Agreement, an amount equal to 5% of the amount of the delinquent payment on the Loan, whichever is less.

14. NSF Check Charge. The Borrower shall pay to the Lender, in addition to all other amounts due and owing under this Agreement, the amount of $20.00, plus any actual expenses incurred by the Lender in connection with any check or draft that is not honored because of insufficient or uncollected funds or because no such account exists.

15. Manner of Payment. All payments of principal and interest due under the Loan shall be payable in lawful money of the United States of America at the offices of the Lender, at the address given in section 19 of this Agreement, or at such other place as the holder of this Agreement may designate in writing to the Borrower. If any payment shall become due on a Saturday, Sunday or business holiday, such payment shall be made on the next succeeding business day and such extension shall be included in computing any interest in respect of such payment.

16. Restrictions on Interest Rate. If, at any time, the applicable interest rate is deemed by any competent court, agency, or board to exceed the maximum rate of interest permitted by any applicable law, then, for such time as the applicable interest rate would be deemed excessive, this Agreement shall bear interest at the maximum rate of interest permissible under such applicable law, but thereafter, the former applicable interest rate shall be reinstated.

17. Rights of Assignee. This Agreement may be assigned or sold by Lender at any time without notice to the Borrower. The holder of this Agreement is entitled to all of the benefits of and the Collateral (if any) pledged as security for payment of the Loan, and any and all other debts, obligations or liabilities of the Borrower to the Lender.

18. Waiver of Notice. The Borrower waives demand, presentment, protest, notice of dishonor or default, notice of acceleration or intent to accelerate, and any other notice or demand of whatsoever kind or nature in connection with this Agreement.

19. Addresses for Payments, Notices. All payments on the Loan, and all notices required or permitted to be given by the Borrower to the Lender shall be given to:

Preferred Capital Funding – Nevada, LLC
368 W. Huron, Suite 4S
Chicago, IL 60654

All notices required or permitted to be given by the Lender to the Borrower shall be given to:

; CA 94312

20. Choice of Law. This Agreement has been made in and shall be construed in accordance with and governed by the internal laws of the State of Nevada.

21. Consent to Service of Process, Venue. TO THE EXTENT THAT NEITHER PARTY ELECTS ARBITRATION PURSUANT TO SECTION 23 BELOW, THE UNDERSIGNED HEREBY AGREES THAT ALL ACTIONS BETWEEN THE PARTIES WILL ONLY BE FILED AND HEARD AT A FEDERAL, STATE OR LOCAL COURT LOCATED WITHIN DUPAGE COUNTY, ILLINOIS AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS HEREUNDER, AND AGREES AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THEIR ATTORNEY HEREIN OR, BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED THERETO AT THE ADDRESS LISTED IN SECTION 19, ABOVE, AND SUCH PROCESS SHALL BE DEEMED TO HAVE BEEN GIVEN FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

22. Severability. Should any provision of this agreement be found to be void or unenforceable for any reason, all parties agree that all remaining provisions of this Agreement will remain in full force and effect.

23. **DISPUTE RESOLUTION BY BINDING ARBITRATION**

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

This Agreement provides that you **give up your right** to participate in a **trial by jury** or to participate in a **class action**.

This Agreement also provides that you or Lender may elect to resolve any dispute by **binding arbitration**.

In arbitration, you **give up your right to go to court** to assert or defend your rights. Your rights will be determined by a **neutral arbitrator** and **not** a judge or jury.

In arbitration, you are entitled to a **fair hearing, but** the arbitration procedures are **simpler and more limited than rules applicable in court**. Among other things, your right to conduct **discovery** or to **appeal** may be **limited or unavailable** in arbitration.

Arbitrator decisions are as enforceable as any court order and are subject to **very limited review** by a court.

24. **Claims Covered.** This agreement ("Arbitration Provision") is intended to be broadly interpreted. It is intended to cover all claims, controversies and disputes between you and Lender, including but not limited to:

- all claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- all claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- all claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- all claims that may arise after the termination of this Agreement.

25. **Lawsuits; Waiver of Jury Trials and Class Actions.** You or Lender may bring an individual action in court for any claim or dispute that is within the scope of that court's jurisdiction, including the collection of unpaid sums by you or your attorney. **HOWEVER, YOU AND LENDER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND LENDER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

26. **Electing Arbitration.** Within 60 days after being served with process, a defendant in a lawsuit may elect to arbitrate the dispute by making a motion or request in court to compel arbitration of any claim brought as part of the lawsuit. However, Lender will not elect arbitration of any claim brought in a small claims court (or the equivalent), so long as the claim remains in that court, is made solely on behalf of an individual or joint account holder, and is not made as part of a class action, private attorney general action, or other representative or collection action. In addition, Lender will not elect arbitration of any claim you have asserted in any lawsuit against Lender on or prior to January 31, 2002.

27. **Initiating Arbitration.** As an alternative to filing suit in court, you or Lender may initiate an arbitration in accordance with the terms of this Section. A party who intends to initiate arbitration pursuant to this Section must first send to the other party, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Lender must be addressed to: Preferred Capital Funding, 368 W. Huron, Suite 4S, Chicago, Illinois 60654 ("Notice Address"). The Notice to you shall be mailed to your last known billing address. The Notice must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought ("Demand").

If you and Lender do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Lender may initiate an arbitration proceeding. During the arbitration, the amount of any settlement offers made by you or Lender shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Lender is entitled.

You and Lender agree to follow the AAA Rules (as defined below) to initiate arbitration. If you initiate arbitration, you must mail to Lender any notice required by AAA to the Notice Address provided above. If Lender initiates arbitration, Lender will mail to you any notice required by AAA to your last known billing address.

28. **Costs of Arbitration.** Except as otherwise provided for herein, if you seek damages of $75,000 or less, Lender will pay all AAA filing, administration and arbitrator fees for any arbitration brought in accordance with the terms of this Arbitration Provision. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. In such case, you agree to reimburse Lender for all monies previously disbursed by Lender that are otherwise your obligation to pay under the AAA Rules. In addition, if you seek more than $75,000 in damages, the payment of all fees will be governed by the AAA Rules.

29. **Limited Rights in Arbitration.** In arbitration, rights that you and Lender may have had if the claim had been resolved in court, including the right to conduct discovery or to appeal, may be limited or unavailable.

30. **Arbitration Rules and Procedures.** All arbitrations will be administered by the American Arbitration Association ("AAA"). The arbitration will be governed by the AAA's Commercial Arbitration Rules, Consumer Due Process Protocol, and Consumer Debt Collection Due Process Protocol (collectively, "AAA Rules"), as modified by this Agreement. The AAA Rules are available: (a) online at www.adr.org; (b) by calling the AAA at 1-800-778-7879; and (c) by writing to the AAA at American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019. The arbitrator is bound by the terms of this Agreement.

Unless you and Lender agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for $10,000 or less, the parties agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules.

31. **Available Relief and Remedies.** The arbitrator may award any form of individual relief – including statutory and punitive damages, injunctions, and attorneys' fees – that a court of competent jurisdiction could award under applicable law.

32. **Alternate Payment; Attorney Premium.** If you initiate arbitration and the arbitrator both finds in your favor on the merits of your claim and issues you an award that is greater than the value of Lender's last written settlement offer made before an arbitrator was selected, then Lender will:

- pay you the amount of the award or $10,000, whichever is greater ("the alternative payment"); and
- pay your attorney, if any, twice the amount of your reasonable attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If Lender did not make a written offer to settle the dispute before you initiated arbitration, you and your attorney will be entitled to receive the alternative payment and the attorney premium if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the preceding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The alternative payment and the attorney premium are available only if you initiate arbitration in accordance with the terms of Section 27.

33. **Attorneys' Fees.** The right to attorneys' fees and expenses discussed in Section 32 supplements any right to attorneys' fees and expenses you may have under applicable law. If you would be entitled to a larger amount under the applicable law, the provisions in Section 32 do not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

34. **Judgment, Enforcement, Finality, and Appeal.** Regardless of the manner in which the arbitration is commenced and conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's decision will be final and binding after fifteen days unless you or Lender seek an appeal of the award by making a written request to AAA. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitrator, and will make decisions based on the vote of the majority. The panel's decision will be final and binding. An award in arbitration will be enforceable by any court having jurisdiction.

35. **Waiver, Survival, and Severability.** If you or Lender do not elect or initiate arbitration or otherwise enforce this Arbitration Provision in connection with any particular claim, you or Lender will not waive any rights to require arbitration in connection with that or any other claim. This Arbitration Provision shall survive: (a) suspension, termination, revocation, closure, or changes of this Agreement, your account, and your relationship with Lender; (b) the bankruptcy or insolvency of any party; and (c) any transfer of your account, or any amounts owed on your account, to any person or entity. Except as provided in the last sentence of Section 36, if any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nonetheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern.

36. **No Class Actions, Representative Proceedings, Consolidation, or Joinder of Parties.** The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LENDER AGREE NOT TO FILE, JOIN OR OTHERWISE PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING AGAINST THE OTHER PARTY. YOU AND LENDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Lender agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any provision of this Section is found to be unenforceable, then the entirety of this Arbitration Provision shall be null and void.

37. **Opting Out of Arbitration Provision.** Notwithstanding any provision in this Agreement to the contrary, if you do not wish to be bound by this Arbitration Provision, you must notify Lender within 30 days of the date you sign this Agreement by sending written notification to Lender at the Notice Address provided above. Your written notification must include your name and billing address, as well as a clear statement that you do not wish to resolve disputes with Lender through arbitration. Your decision to opt out of the Arbitration Provision will have no adverse effect on your relationship with Lender. If Lender makes any future change to this Arbitration Provision (other than a change to the Notice Address) during the term of this Agreement, you may reject any such

change by sending Lender written notification, within 30 days of receiving the change, to the Notice Address provided above. If you do not opt out of the Arbitration Provision within 30 days of signing this Agreement, by rejecting any future change to this Arbitration Provision, you agree that you will arbitrate any dispute between us in accordance with this Arbitration Provision.

38. **Federal Arbitration Act.** To the extent that this Agreement involves a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision.

39. **Captions.** The captions of this Arbitration Provision are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Arbitration Provision or any of the terms hereof.

40. **Acknowledgement.** You acknowledge that this Arbitration Provision is the foundation of the lending relationship and that no funds would have been loaned if you had not agreed to these terms.

41. **Refinancing Option.** Borrower understands that Lender is under no obligation to refinance or provide additional loans after this one. Borrower also understands that if borrower chooses to take a subsequent / additional loan from lender, that lender may choose to refinance all of borrower's previous outstanding loans with lender, if any, into the new loan. Borrower understands that this refinancing of the old loans into the new loans does create a "compounding effect" because of the old loans interest becomes part of the principal in the new loan.

42. **Electronic Signature.** I have agreed to accept the option of using an electronic signature in the execution of this document and any subsequent document(s) relating to this specific transaction. I also maintain the option to place my signature upon the paper version of this document as my original signature.

This Promissory Note has been executed in the State of Nevada on May 27, 2016.

(May 27, 2016)

BORROWER:
Name:
Address:
California 94312
Telephone:
Social Security #: XXX-XX-8199

EXHIBIT A

ACKNOWLEDGMENT OF ASSIGNMENT OF PROCEEDS

I, Bobby Saadian of Wilshire Law Firm, PC, attorney for : in which the Borrower is entitled to receive proceeds from the claim(s) / lawsuit(s) listed on the attached promissory note and arising out of an incident occurring on or about date unknown and against , et al. v. National Football League and NFL Properties, LLC, successor-in-interest to NRL Properties, Inc *and/or other potentially responsible parties* (the claim / lawsuit), hereby acknowledge and agree to abide by this Assignment of Proceeds to pay to the below Lender, as per their final pay-off statement, and upon the disbursement of any proceeds of the case and after deduction of attorney's fees and costs, all amounts due and owing under the Promissory Note under loan number, #2850416A, attached hereto and any additional notes owed to Lender. I shall make payable and mail a check to Preferred Capital Funding – Nevada, LLC at 211 N. Buffalo Dr., Ste. C , Las Vegas, NV 89145, out of borrower's portion of the proceeds of his/her claim. I further represent that to the best of my knowledge that the borrower has not taken any other loans or advances on this claim from any party other than Preferred Capital Funding – Nevada, LLC., and loan(s) with Peachtree that are being paid off with part of the proceeds from this transaction.

Dated:_____

Wilshire Law Firm, PC

By:

Mr. Bobby Saadian

CREDITOR'S TRUTH-IN-LENDING DISCLOSURES TO CONSUMERS (FEDERAL DISCLOSURE BOX)

ANNUAL PERCENTAGE RATE **The cost of my credit as a yearly Rate.**	**FINANCE CHARGE** **The dollar amount the credit will cost me.**	AMOUNT FINANCED The amount of credit provided to me or on my behalf.	TOTAL PAYMENTS The amount I will have paid after I have made all payments as scheduled.
39.95%	**E 109,862.50**	$275,000.00	$384,862.50

*THE ANNUAL PERCENTAGE RATE disclosed above:

[X] is a fixed rate for the life of my loan.

[ ] may change. The interest rate in my variable interest rate demand loan will change (increase or decrease) if the Prime Rate of The Federal Reserve Bank posted by it from time to time ("Prime Rate") changes (either up or down) at any time during the term of my loan. This loan will be subject to an interest rate equal to ____ percentage points above this Prime Rate, which presently is ___%. Any change in the Prime Rate will result in an increase or decrease in the total amount due at maturity. However, in spite of these provisions, I understand that the interest rate on my loan in any event will not fall below ____ % or exceed ____% during the life of my loan.

My payment schedule will be:

Number of Payments	Amount of Payment	When Payments are Due
1	$ 384,862.50	05/27/2017

[ ] monthly [ ] quarterly [ ] semi-annually [☒] annually beginning 05/27/2017

[X] If checked here, my loan is payable on demand and all disclosures are based upon an assumed maturity of one year.

Security: I am giving a security interest in:

[ ] The goods or property being purchased.

[ ] Type(s) of other property: [ ] Motor Vehicles [ ] Mobile [ ] Homes Recreational [ ] Vehicles [ ] Boats

[ ] Securities [ ] Deposit Accounts [ ] Certificates of Deposit [ ] Life Insurance Policies

[ ]

(Other Type(s) – SPECIFY)

Collateral securing other loans with you may also secure this loan, 2850416A.

Filing Fees: $_____ Non-Filing Insurance $_____

Late Charge: If a payment is more than 10 days late I will be charged 5% of the late amount.

Prepayment: IfI pay off early. I will not have to pay a penalty.

I can see my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

E means an estimate

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURES

We affirm that the above Contract was complete, with all blanks filled-in, before we signed below and that one of us that was a primary Debtor received a copy of it. Witness our Hand(s) and Seal(s), this sealed instrument being signed and delivered on the date first above written. Each of us adopts as his seal the word ("Seal") appearing beside or near his signature below.

WITNESS: Debtor:

(May 27, 2016) (May 27, 2016)

WITNESS: Debtor: _____

SBL-218-B (12-09) **ORIGINAL**

New Loan Checklist (use for existing and new borrowers)

Borrower Name:	Note #: 2850416A	
	Enclosed when sent	Verified when received
Legal Documentation:	PLEASE CHECK	
Lien Letter		
Promissory Note (signed and dated)		
Bank Stamp (last page of Note)		
Truth In Lending Disclosure (signed and dated)		
Attorney Acknowledgement (signed and notarized)		
Supporting Documentation:	PLEASE CHECK	
Driver's License		
Portal Summary with Approval		
Other Supporting Documents (i.e. medical records, police report, etc.)		
Exceptions to Legal Documentation: (explain)*		

*Exceptions to documentation process to include the following:

- What exception exists? (i.e. attorney didn't sign the acknowledgement)
- Mitigant to the exception (i.e. well known attorney, worked with this firm on several cases and have always paid us out of insurance proceeds).

Signature: [redacted], 2016)

Email: eclose@pcfcash.com

EXHIBIT B

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter referred to as the "Agreement") is entered into 03/31/2016 by and between , SSN , who resides at , TX 76087, his/her agents, successors-in-interest, heirs, executors, representatives, successors and assigns (hereinafter referred to collectively as "Seller") and Javlin Nine LLC, its representatives, successors and assigns (hereinafter referred to as "Purchaser"), a Delaware limited liability company with offices at 1414 Harney Street, Suite 440 Omaha NE 68102

SCHEDULE "A"

Disclosure Statement

1.	Total Amount to be advanced to Seller (the "Purchase Price")	$58,000.00
2.	Itemized Fees:	
	Processing	$500.00
	Origination	$7,500.00
	Other ( )	$0.00
3.	Net Amount to Seller	$50,000.00
4.	Monthly Fee	N/A
5.	Annualized Percentage Fee	N/A
6.	Total amount to be repaid by Seller to Javlin Nine LLC (the "Purchaser's Share"):	$110,200.00
7.	Minimum Required Payment Amount	$110,200.00

GENERAL TERMS

1. By entering into this Agreement, Seller hereby unconditionally and irrevocably grants, assigns, transfers, and conveys all or a portion of the Seller's portion of the Proceeds recovered with respect to the following claim to recover monetary damages: . *v. NATIONAL FOOTBALL LEAGUE, INC., NFL PROPERTIES, LLC ET AL and/or ANY RELATED ACTIONS* (hereinafter the "Claim"), including any and all claims related in any way to the Claim. The total recovery from the Claim is referred to as the "Proceeds". The Seller's portion of the Proceeds from the Claim, after payment of attorney's fees and costs and recognized senior liens specifically related to the Claim, is referred to as the "Net Proceeds".
2. Seller understands that by entering into this Agreement, Seller is selling to Purchaser a portion of the potential Proceeds of the Claim, and that this is a non-recourse sale of contingent proceeds and NOT a loan.
3. By entering into this Agreement, Seller grants Javlin Nine LLC a lien and security interest in the Proceeds of the Claim and assigns the Net Proceeds of such Claim to Javlin Nine LLC
4. Seller is represented in the Claim by Sol H. Weiss, Esq. on behalf of Anapol Weiss, whose address is 130 N 18th St #1600, Philadelphia, PA (hereinafter referred to as "Attorney");

I. FUNDING AND REPAYMENT TERMS

5. Purchaser shall pay the sum of **$58,000.00** (the "Purchase Price") to Seller. Seller understands, agrees and directs that the following amounts shall be withheld and disbursed from the Purchase Price on the Seller's behalf, as follows:

   a. **Net Amount**: Purchaser shall disburse to Seller the net amount of **$50,000.00** per the Seller Funding Instructions,

   b. **Origination Fee**: **$7,500.00** shall be disbursed on behalf of Seller, to the agent of Seller, Pre-Settlement Funding, for services rendered to Seller in connection with this transaction, and

   c. **Processing Fee**: **$500.00** shall be disbursed to Javlin Nine LLC for administration and underwriting services in connection with this transaction.

6. The Seller irrevocably directs his/her Attorney to pay Purchaser the Purchaser's Share prior to Seller receiving any payment from the Proceeds and/or Net Proceeds in accordance with this Agreement.

   a. In the event of a recovery from the Claim, Purchaser's Share shall be paid to Purchaser within seven (7) days of the receipt of the Proceeds by Seller's Attorney.

   b. If Proceeds are received in a lump sum or multiple payments, Purchaser's right to receive full payment of its Share shall be in priority and senior to Seller's right to receive any portion of the Proceeds.

   c. If the Proceeds are insufficient to pay Purchaser's Share, then Purchaser's Share will be limited to the Net Proceeds.

   d. If Seller recovers no money from the Claim, Seller owes nothing to Purchaser.

7. Seller may repurchase Purchaser's Share of the Proceeds at any time for an amount in cash equal to the Purchaser's Share shown on Schedule "A".

8. No Champerty: The parties to this Agreement acknowledge (i) the Purchaser is in no way acquiring the Seller's right to sue, (ii) the Purchase Price received by Seller from Purchaser will be used for immediate economic and personal necessities or other purposes that Seller deems important, (iii) the Seller or other class representative has already made the claim and/or started the lawsuit, (iv) Seller and Purchaser acknowledge Purchaser will in no way be involved in or influence the decisions Seller and/or the Attorney make in connection with the Claim and that the right to make those decisions remains solely with Seller and Seller's Attorney.

9. Seller is not presently, nor intends to be, a party to any action or proceeding for relief under any federal or state bankruptcy or insolvency law or appointment of a trustee or receiver for all or any portion of Seller's assets. In the event Seller commences or has commenced against it, any case, or other proceeding, pursuant to any bankruptcy, insolvency or similar law prior to full payment of Purchaser's Share, Seller shall cause Purchaser's Share to be categorized as an asset of Purchaser and not of Seller. In no event shall Seller permit Purchaser's Share to be described as a debt obligation of Seller in any such proceeding, except as may be required by law.

II. SELLER'S AFFIRMATIONS AND DUTIES

10. Seller hereby revokes any prior rights and relinquishes any further rights to sell, assign, pledge or transfer any rights in Proceeds of the Claim other than to Purchaser.

11. **Seller acknowledges that Seller may not solicit or accept funding or advances against the Claim from any other source or funding company unless and until Javlin Nine LLC is first paid in full.**

12. Seller hereby represents and warrants that:

   a. Seller is (i) of legal age;(ii) mentally competent; and (iii) of sound mind,

b. Seller has been advised by Purchaser to discuss this matter and to review this Agreement with an attorney prior to signing this Agreement and that Seller has either received such counsel or expressly waived it,
c. Seller has not made any false representations, frauds or deceptions nor failed to disclose the terms of this Agreement from any creditor,
d. Seller is not indebted to any present or former spouse, or parent of Seller's child(ren), and is not in violation of any child care, alimony or support obligations,
e. Seller has never been convicted of a felony or any crime involving dishonesty,
f. Seller's injuries which gave rise to the Claim were solely as a result of the incident giving rise to the Claim and Seller knows of no other prior or subsequent injury, medical history, medical treatment or condition which would reduce the amounts of Proceeds.
g. Seller shall not cause a termination, cancellation or acceleration of any contract or agreement by which Seller or Seller's assets are or may be affected,
h. Seller shall not give any party other than Purchaser and Attorney the right to create any lien, charge, security interest or encumbrance in the Claim and/or Proceeds,
i. Seller shall not grant a present or future right to any other party to make a claim against Seller or Seller's assets, the Claim and/or the Proceeds.
j. Seller hereby waives any defense to payment of sums due and promises not to seek to avoid payment of any money due to Purchaser under this Agreement.
k. Seller shall not to do anything that would/could violate any terms of Agreement.

13. Seller has no notice or knowledge of any liens placed upon the Claim or Proceeds except as disclosed in Exhibit "B" Schedule of Prior Liens, attached hereto. Seller promises not to create or permit any liens against Proceeds except those that may be necessary to the prosecution of Claim and/or any necessary medical expenses, treatments, and related equipment after date of this Agreement.

14. Seller has a continuing duty to:

a. Deliver or cause to be delivered any and all notices, instructions or communications regarding the Claim or this Agreement, to the Purchaser,
b. Cooperate with Purchaser regarding all matters described in this Agreement,
c. Notify the Purchaser of any verdict, award, settlement, discontinuance or termination regarding the Claim,
d. Immediately notify Purchaser of commencement of any lawsuit or proceeding which may affect Purchaser's rights and provide Purchaser with copies of all notices and other writings related to such proceeding,
e. Vigorously pursue the Claim and in no event withdraw, discontinue or end the Claim prior to any verdict, award or settlement,
f. Execute and deliver to Purchaser at Seller's sole expense any and all documentation reasonably requested by Purchaser that could assist Purchaser in enforcing its rights described in this Agreement.

15. Seller has provided Purchaser with an executed (i) Irrevocable Payment Authorization And Letter Of Instruction, (ii) Affidavit of Witness, and (iii) Attorney Acknowledgement and Agreement.

a. If Seller terminates Attorney and/or retains a new Attorney with respect to the Claim, Seller shall immediately notify Purchaser in writing and include the name, address, and telephone number of the new attorney(s) of record. Seller shall immediately notify new attorney(s) of this Agreement. Within thirty (30) days of retaining such attorneys Seller shall cause new attorneys to execute a new Attorney Acknowledgement.
b. If Seller fails to obtain a new Attorney Acknowledgement, Purchaser shall have the right to maintain and enforce its rights under the Agreement.
c. In the event that the Seller and/or their Attorney fail to provide updates and/or information regarding the Claim to Purchaser, Purchaser shall be entitled to notify the Defendant's Attorney and/or Insurance Company about Purchaser's interest in the Proceeds from the Claim.

16. Seller agrees to indemnify Purchaser for any and all claims, losses, liabilities, obligations, damages, penalties, judgments, suits, causes of action, and related costs and expenses of any nature (including attorney's fees) suffered by Purchaser, by reason of any misrepresentation, breach of warranty, or failure to perform any covenant by Seller or Attorney contained herein or any document, instrument or other item delivered to Purchaser in connection with this Agreement.

17. This Agreement has been properly executed by the Seller and represents the Seller's legal, valid and binding obligation, enforceable in accordance with its terms and inures to the benefit of the parties hereto and their respective successors-in-interest, heirs, executors, representatives, successors and assigns.

III. MISCELLANEOUS

18. Purchaser and any party to whom Purchaser assigns this Agreement may assign its right, title, and interest in and to this Agreement and Purchaser's Share of Proceeds without Seller's approval. Furthermore:
    a. If Purchaser assigns its rights to a third party, Purchaser shall not be responsible to Seller and Seller may look solely to such third party for performance of this Agreement.
    b. Upon request of Purchaser or assignee of Purchaser, Seller shall execute and deliver any such documents as either party reasonably requires for performance of this Agreement.

19. In no event shall Seller be permitted to assign its rights in this Agreement.

20. All payments notices or communications shall be sent to address set forth below (or at such other addresses and/or manner as may be provided hereunder):
    a. Seller: [redacted], [redacted], [redacted], TX 76087
    b. Purchaser: Javlin Nine LLC, 1414 Harney Street, Suite 440 Omaha NE 68102; Fax Number (212) 608-6964; Telephone Number (212) 608-7372
    c. Seller will notify Purchaser of address change in writing, stating Seller's new address and telephone number within three (3) days by certified mail, return receipt requested.

21. This Agreement, the Irrevocable Payment Authorization and Letter of Instruction, Affidavit of Witness, and Attorney Acknowledgement constitute the entire agreement between parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral between the parties hereto relating to any transaction contemplated by this Agreement. In the event Seller has received prior funding from Purchaser, this Agreement does not supersede the amounts due pursuant to any prior funding agreement between Seller and Purchaser, unless specifically set forth herein, and the terms and payoff schedule of such prior agreement are incorporated herein. This Agreement may be executed in separate counterparts. A signature transmitted by fax shall be effective with the same force and effect as the original signature.

22. In no event shall the fee agreement between Seller and the Attorney be changed in any way that could reduce the amount of the Proceeds payable to Purchaser under this Agreement.

23. If Seller has made a material misstatement, or committed a fraudulent or criminal act either in connection with this transaction or in a matter that would adversely and significantly impact the Claim, Purchaser has the right to file for a Declaratory Judgment to determine whether such statement or act was fraudulent. In the event that a court and/or arbitrator determines that Purchaser was fraudulently induced into entering into this Agreement, Purchaser shall be entitled to recover the amount of the Purchase Price, plus legal interest rate from the date of this Agreement, plus attorneys' fees and costs.

IV. ENFORCEMENT OF THE AGREEMENT

24. The laws of the State of New York, without regard to its conflict of laws rules, control the validity, interpretation and enforceability of this Agreement. If any provisions of this Agreement shall be

Seller's Initials: _____

declared unenforceable, void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement, the remaining provisions shall remain in full force and effect. If a Court/Arbitrator determines this Agreement constitutes a loan, Seller shall pay to Purchaser the amount of the Purchase Price plus the highest legal interest rate pursuant to New York Law.

25. **Plaintiffs who are Non-New York residents:** Any controversy or claim arising out of or relating to this Agreement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules. The arbitrator shall be selected in accordance with the Rules and Regulations of the AAA. The place of arbitration shall be New York, NY. The arbitrator shall award to the prevailing party, if any, "costs and fees" associated with the Arbitration. The award shall be in writing, signed by the arbitrator, and shall include a statement regarding the reasons for disposition of any claim. In the event that Purchaser is required to file a Complaint to Compel arbitration, Seller, its assigns, successors, and/or agents, and Purchaser, and its assigns, successors and/or agents, consent to jurisdiction in the Courts of the State of New York, New York County.

26. SELLER HEREBY WAIVES THE RIGHT TO CONSOLIDATE, OR HAVE HANDLED AS A CLASS ACTION, ANY PROCEEDINGS, CONTROVERSIES, ARBITRATIONS OR DISPUTES OF ANY NATURE INVOLVING ANY PERSON OR ENTITY WHO IS NOT A PARTY TO THIS AGREEMENT.

27. Seller has been advised and understands that the cost of entering into this Agreement is expensive and should only be done as a last resort, that the Purchaser is taking a significant risk and may make a substantial profit, and that other sources of funding including loans may be available to Seller at more favorable terms.

28. Seller has had a full and complete opportunity to consult with an attorney and/or other advisors before entering into this Agreement. This Agreement and its terms have been fully explained to Seller, and all questions that Seller might have about this transaction have been fully explained in the language Seller understands best.

29. Seller may rescind this Agreement within five (5) business days following the Seller's receipt of funds from Purchaser, without penalty or further obligation provided that Seller must provide written notice of rescission and return the full amount of disbursed funds to the Purchaser simultaneously with the rescission. Seller may accomplish such requirements by (a) making personal delivery to Purchaser's offices of Purchaser's un-deposited (or un-cashed) check or (b) mailing a notice of cancellation and include in the mailing a return of the disbursed funds in the form of the Purchaser's check, a registered certified or bank check or money order by insured, registered or certified United States mail postmarked within five (5) business days of receiving funds from Purchaser in exact amount of Purchase Price, at the Purchaser's address: 1414 Harney Street, Suite 440 Omaha NE 68102

30. This Agreement shall be deemed to have been negotiated and drafted by both parties of equal bargaining position; its provisions shall be interpreted in accordance with the plain meaning of the words used and shall not be construed strictly in favor of, or against, either party. No waiver by Seller or Purchaser of any default with respect to any provision, condition or requirement under this Agreement shall be deemed to be a waiver of any other provision, condition or requirement under this Agreement, nor shall any failure, delay, or omission by Seller or Purchaser to exercise any right under this Agreement in any manner prevent either Seller or Purchaser from exercising that right at a later date. In the event of any legal action or proceeding to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred therein from the other party.

Seller's Initials:

RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU RECIEVE FUNDING. SEE PARAGRAPH 29 ABOVE.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACE. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Purchaser JAVLIN NINE LLC

By: Date:_____

Seller: Date: 3-31-16

On this ___ day of March, 2016 , SSN , who resides at , , TX 76087, personally appeared before me and is known to me to be the person/people described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public:

My Commission Expires: May 3, 2017

County of:

State of: TEXAS

NOTARY PUBLIC STATE OF TEXAS
My Commission Expires May 3, 2017

NOTARY PUBLIC STATE OF TEXAS
My Commission Expires May 3, 2017

Seller's Initials:

l, TX 76087

03/31/2016

Sol H. Weiss, Esq.
Anapol Weiss
130 N 18th St #1600
Philadelphia, PA 19103

Re: Irrevocable Payment Authorization and Letter of Instruction

IRREVOCABLE PAYMENT AUTHORIZATION AND LETTER OF INSTRUCTION

I, , hereby acknowledge I am legally bound by the Purchase and Sale Agreement dated 03/31/2016 by and between myself ("Seller") and Javlin Nine LLC ("Purchaser"), the terms and conditions of which are incorporated herein by reference (the "Agreement"),

I hereby authorize and direct you, my attorney, Anapol Weiss, and/or any substituted attorney to honor and follow my irrevocable instructions listed below:

1. Within twenty (20) days of receipt of any proceeds, and prior to any distribution to me, pay the full amount due Purchaser per the Agreement;
2. Timely notify Purchaser in writing upon receipt of the proceeds;
3. Upon request of Purchaser, disclose the gross settlement amount and disbursements from my Claim;
4. Upon request of Purchaser, provide Purchaser with the status of my Claim; and
5. Immediately notify the Purchaser if there is commencement of any lawsuit or proceeding which may affect the Purchaser's rights.

This Authorization and Agreement is irrevocable, binding and may only be amended by the mutual written agreement of Purchaser and myself.

This Document is executed and entered into as of 03/31/2016.

Seller: Date: 3-31-16

On this___ day of March, 2016 , SSN , who resides at , l, TX 76087, personally appeared before me and is known to me to be the person/people described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public:
My Commission Expires: MAY 3, 2017
County of:
State of: TEXAS

NOTARY PUBLIC STATE OF TEXAS
My Commission Expires May 3, 2017

Seller's Initials:

ATTORNEY ACKNOWLEDGMENT AND AGREEMENT

I, Sol Weiss on behalf of Anapol Weiss hereby acknowledge that I represent ("Seller") as his/her attorney in connection with the Claim described in the Purchase and Sale Agreement dated 03/31/2016 by and between and Javlin Nine LLC ("Purchaser"), the terms and conditions of which are incorporated herein by reference ("Agreement").

I acknowledge receipt of the Agreement including the Irrevocable Payment Authorization and Letter of Instruction ("Authorization") and Affidavit of Witness attached thereto, and agree to comply with the irrevocable instructions from my Client, provided however that nothing contained shall obligate attorneys to take part in any transaction in violation of any applicable law.

I acknowledge that my Client has entered into a Purchase and Sale Agreement with Javlin Nine LLC wherein my client unconditionally and irrevocably grants, assigns, transfers, and conveys all or a portion of the Net Proceeds recovered with respect to the claim identified therein (hereinafter the "Claim"), including any and all claims related in any way to the Claim. I further acknowledge that at the time my client executed the Purchase and Sale Agreement, he was of sound mind, memory and understanding, and in no respect mentally incompetent to enter into a binding contract.

I agree to and acknowledge Purchaser's instructions to: (1) Within twenty (20) days of receipt of the Settlement proceeds, and prior to any distribution to our Client (Seller), pay the full amount due Purchaser per the Agreement; (2) timely notify the Purchaser upon receipt of the Settlement Proceeds; (3) Upon request of Purchaser, provide Purchaser with the status of the Claim; (4) Upon request of Purchaser, disclose the gross settlement amount and disbursements from the Claim; and (5) Immediately notify the Purchaser if there is commencement of any lawsuit or proceeding which may affect the Purchaser's rights.

I hereby represent that: (i) I do not have any knowledge or notice of any liens upon and/or assignments, transfers or conveyances of any portion of the Proceeds, other than those listed in Exhibit "B", and (ii) the Proceeds shall be paid to and deposited in the law firm's escrow account prior to any distributions being made.

If I am terminated as Seller's attorney with respect to the Claim I shall give Purchaser immediate written notice thereof by certified mail, return receipt requested, and if known to me provide the name, address and telephone number of Seller's new attorney.

~~I certify I am the Attorney of record and have reviewed and explained the terms of this Agreement to Seller.~~ SHW

Anapol Weiss

By: _____ Date: 4-1-16

Sol Weiss, Esq.

AFFIDAVIT OF WITNESS

State of
County of TEXAS

The undersigned,
Residing at/with an office at [redacted]
TEXAS 76103, deposes and says that: the Purchase and Sale Agreement and Irrevocable Payment Authorization and Letter of Instruction (the "Agreement") between Javlin Nine LLC and [redacted] dated 03/31/2016 was signed in my presence by [redacted]. The undersigned witnessed the execution of said Agreement on the 31ST day of ~~August~~ March, 2016; at [redacted] TEXAS (address where Agreement was signed). 76103

At the time the Agreement was signed, [redacted] declared his intent to sign the same and acknowledged to the undersigned the terms and conditions thereof. At the time the Agreement was signed, [redacted] was at least 18 years of age, and was of sound mind, memory and understanding, under no constraint, duress, fraud or undue influence, and in no respect incompetent to enter into a binding contract. [redacted] was able to read, write and converse in the English language, and was not suffering from any defect of sight, hearing or speech, or from any other physical or mental impairment which would affect his capacity to enter into a contract.

I am acquainted with [redacted] in that I am the client's NOTARY (*relationship to Client*). I make this affidavit at his request. I attest that I have no financial or other beneficial interest in making this affirmation and will in no way benefit from [redacted] entering into the Purchase and Sale Agreement referenced herein.

The Agreement was executed by [redacted] and witnessed by me under the supervision/presence of a Notary Public.

I swear and affirm that the statements set forth herein are true and correct.

Witness Name: [redacted]

Subscribed and sworn to before me this 31ST day of March, 2016

Notary Public:
My commission expires on:

My Commission Expires
May 3, 2017

My Commission Expires
May 3, 2017

Seller's Initials: [redacted]

EXHIBIT B
SCHEDULE OF PRIOR LIENS

IMPORTANT: Please list any and all existing liens. If no liens exist, please check "No Liens Exist".

NO LIENS EXIST ☑

LIENS EXIST ☐ Please list liens below:

NAME	TYPE	AMOUNT	DATE

Attorney Initials SHW

SELLER FUNDING INSTRUCTIONS

Attached please find the Purchase and Sale Agreement I have signed, selling a portion of the contingent proceeds from the recovery of my Claim for a Purchase Price of $58,000.00 to Javlin Nine LLC.

For my instructions below, please distribute on my behalf the Net Amount of $50,000.00 to _____ _____: (please check one delivery option)

☐	Direct Deposit (funds available in 2-3 business days)	$10 Fee deducted
☐	Check by Certified Mail (5-8 business days)	$15 Fee deducted
☐	Check by Overnight Delivery to 204 Yukon Court, Weatherford, TX 76087	$30 Fee deducted
☐	Check by Overnight Delivery to:	$30 Fee deducted
☑	Wire Transfer (same day funds)	$40 Fee deducted

WIRE TRANSFER and DIRECT DEPOSIT INSTRUCTIONS:

Name of Bank: Bank of America

Routing Number: [redacted]

Name on Account: _____

Address on Account:

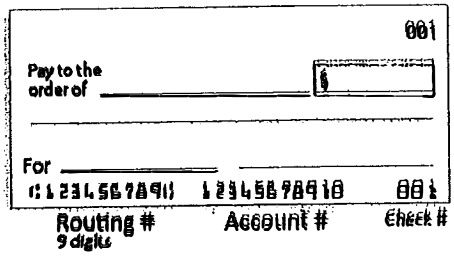
☐ _____, TX

☐ Other: _____

Account Number: _____

Type of Account: _____
(Checking vs. Savings)

To ensure your funds arrive on time, contact your bank and confirm your account information is correct.



SELLER AUTHORIZATION

I hereby authorize Javlin Nine LLC to distribute the Purchase Price in the manner set forth above.

By: _____ Date: 3-31-16

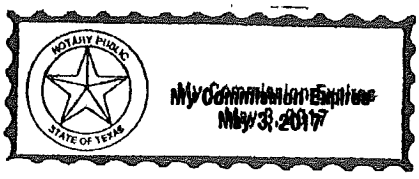
On this ___ day of March, 2016, _____, SSN _____, who resides at _____, TX 76087, personally appeared before me and is known to me to be the person/people described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

Notary Public: _____

My Commission Expires: May 3, 2017

County of: _____

State of: TEXAS



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