**NON-RECOURSE INVESTMENT AGREEMENT**

THIS AGREEMENT is entered into on this date, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Seller”), and Virginia Settlement Investors (hereinafter “Purchaser”), with its principal place of business at 318 Prince Street (P.O. Box 1597), Tappahannock, Virginia, 22560.

HERINAFTER, Purchaser and Seller are collectively referred to as “Parties” and singularly as “Purchaser” and “Seller” respectively; and

WHEREAS, Seller(s) has/have asserted the following claim(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Accident Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and/or UM/UIM Claims and/or any related actions, to recover money damages (hereinafter “Legal Claim”), and does not have sufficient funds to proceed and is unsure of the amount of time until completion of the Legal Claim; and

WHEREAS, Seller has contacted the Purchaser voluntarily and not as a result of any solicitation by the Purchaser and Purchaser has agreed to accept a partial assignment and security interest of/in future proceeds that may arise from settlement, resolution or judgment from the Legal Claim; and

WHEREAS, Seller has been advised that other avenues of obtaining the needed funds may be less expensive and that Seller should seek funding from other sources, if at all possible; and

WHEREAS, Seller has been unable to secure funding from other sources and recognizes that this agreement is a partial purchase of a Legal Claim and is not a loan;

NOW, THERFORE, the Parties hereby agree to the following terms and conditions:

**1. TERMS OF INVESTMENT**

In consideration of the investment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Investment Amount”) provided to the Seller by the Purchaser, the Seller hereby assigns a security interest in the future net proceeds of his/her Legal Claim equal to:

 (a) Origination fee of $\_\_\_\_\_\_\_ (10% of net amount)

 (b) $\_\_\_\_\_\_ (net amount disbursed to Seller)

 (c) Monthly Fee equal to 4% of Investment Amount (“Monthly Fee”)

Seller agrees that a three month minimum Monthly Fee will be applied to this advance. Seller hereby unconditionally and irrevocably grants, assigns, transfers and conveys an ownership interest in the proceeds recovered with respect to the Legal Claim (hereinafter “Proceeds”) which includes a monthly Growth Factor of 4% per month. The monthly fee will be assessed on the date of this agreement each month, starting today.

In the event the Proceeds are received in multiple payments, whether pursuant to a structured settlement, annuity, or other form of installment payment or incremental recovery, Purchaser’s right to receive full payment of its interest thereon shall be prior and senior to the Seller’s right to receive any portion of the Proceeds. In consideration thereof, Seller is assigning an ownership interest in the Proceeds and granting Purchaser a Security Interest and Lien in the amount of Purchaser’s share of the Proceeds including interest.

If no recovery arises from the Legal Claim, then the Seller has no obligation to pay back the Investment Amount or to pay any Monthly Fee. If the Seller receives, directly or indirectly, any monetary benefit whatsoever from the Legal Claim, then Seller hereby agrees to pay for all monies due to the Purchaser out of the amount recovered after deducting Seller’s attorney’s fees and actual case preparation costs. In entering into this Agreement, the parties acknowledge that Purchaser is in no way acquiring the Seller’s right to sue; that the Seller has already made the claim and/or started the lawsuit; that the lawsuit absolutely belongs to the Seller and no one else; and that Purchaser will in no way be involved in the decisions that the Seller and his/her attorney make in connection with the Legal Claim.

**2. DISTRIBUTION OF INVESTMENT AND FEES**

Seller hereby irrevocably directs his/her attorney, and any future attorney, to honor this lien. Seller shall specifically instruct his/her attorney to immediately distribute the Proceeds to the Purchaser, but no later than ten days after the receipt by the attorney of any funds gained from the settlement or resolution of the Legal Claim. Seller understands that the Purchaser will be paid in full prior to the Seller receiving any funds from the Legal Claim. If the amount due to Purchaser is not paid in full, then Seller agrees to pay the Monthly Fee on any remaining amount due until fully paid.

Seller hereby represents and warrants to Purchaser that he/she has no notice or knowledge of any liens upon the Proceeds **(including but not limited to delinquent child or spousal support)** other than to the attorneys who represent Seller with regard to the Legal Claim, and has not assigned, transferred or conveyed any right to any portion of the Proceeds to any person or entity, except as follows: **(if none, so state)**

NAME AMOUNT DATE

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Seller hereby authorizes and instructs his/her attorney to disclose to Purchaser all assignments, conveyances and transfers of an interest and/or liens upon the Proceeds. Seller hereby agrees that he/she will not knowingly create any additional liens against the Proceeds without the prior written consent of Purchaser except those as may be necessary to the prosecution of the case and any medical expenses, treatment and related equipment that Seller may require. Seller specifically promises not to create any liens against the proceeds of the case as a result of any funding or advances that he/she might receive after the date of this Agreement.

Seller’s Attorney’s contact information is as follows:

Attorney’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attorney’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Seller substitutes another lawyer or law firm as his/her attorney with respect to the Legal Claim, Seller and his/her attorney shall notify Purchaser in writing within 48 hours thereof and state the name, address and telephone number of Seller’s new attorney of record. Seller authorizes and requests his/her attorney to cooperate with and inform Purchaser of the status of the Legal Claim while it is pending, to notify Purchaser if and when there is an agreement with any defendant to settle the Legal Claim or any portion thereof, and to notify Purchaser if and when his/her attorney receives any Proceeds with respect to the Legal Claim.

**3. BANKRUPTCY**

Seller hereby represents and warrants to Purchaser that he/she is not presently a party to any Bankruptcy action or proceeding for relief or the appointment of a trustee or receiver for all or any portion of his/her assets, and that he/she does not intend to file or otherwise initiate any Bankruptcy action. Should Seller become involved in a Bankruptcy proceeding prior to the fulfillment of this agreement, then Seller agrees to notify the Bankruptcy court that the Purchaser has a secured interest in t recovery from the Legal Claim.

**4. ATTORNEY’S FEES**

Should any dispute, claim, or litigation arise out of this agreement, the prevailing party shall be entitled to recover attorney’s fees, costs, and expenses reasonably incurred.

**5. Miscellaneous Provisions**

This Agreement constitutes the entire agreement between the 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. If any provision of this Agreement shall be deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other provision hereof.

This agreement may only be modified in writing and signed by all the parties. 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.

The Seller and Purchaser hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Virginia in the County of Essex for any lawsuits or disputes that might arise with regard to this Agreement.

Seller has had a full and complete opportunity to consult with his/her attorney and other advisors before signing this Agreement. 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.

Seller hereby accepts Purchaser’s funding as per the terms of this Agreement, grants Purchaser a Security Interest and Lien as per the terms hereof, and assigns the Proceeds of the Legal Claim to the extent specified in this Agreement.

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Seller Date

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Purchaser Date