

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of this  
23<sup>rd</sup> day of JANUARY \_\_, 2013, by and among [REDACTED], a  
[REDACTED] corporation ("Seller"), [Collection Agency, ("Processor")], [REDACTED]  
company, ("Broker")], and The Rolling Jubilee Fund, a Delaware non profit corporation  
("Purchaser"). Each of the Seller, Processor, Broker and Purchaser is a "Party" to this  
Agreement.

### WITNESSETH:

WHEREAS, Seller is the owner of certain accounts receivable for services provided by Seller  
to various patients of Seller;

WHEREAS, Seller desires to sell the referenced accounts receivable to Purchaser and  
Purchaser desires to Purchase the accounts receivable upon the terms and conditions contained  
herein;

WHEREAS, Broker facilitated the sale of referenced accounts receivable by Seller to  
Purchaser pursuant to the terms and conditions contained herein;

WHEREAS, Processor processed the sale of referenced accounts receivable by Seller to  
Purchaser pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the mutual promises and premises contained herein,  
and other good and valuable consideration, the receipt and legal sufficiency of which are hereby  
acknowledged, the parties agree as follows:

- Sale of Accounts Receivable. In accordance with the terms and conditions  
contained herein, Seller hereby sells, assigns, transfer and conveys to Purchaser, and  
Purchaser hereby purchases from Seller all of Seller's right, title and interest in and to all  
of the accounts receivable more particularly described on Appendix A attached hereto  
and totaling 1,221 accounts valued at \$1,119,209.20 (the "Accounts Receivable").  
Without limiting the generality of the foregoing, the Purchaser shall be entitled to receive  
any and all amounts collected by any party with respect to the Accounts Receivable,  
including without limitation, proceeds from any applicable insurance policies.

- Purchase Price. The purchase price for the Accounts Receivable (the  
"Purchase Price") shall be \$9,500.00, and together with the processing costs of \$500.00,  
the "Transaction Price". The Transaction Price shall be payable simultaneously with the  
execution of this Agreement.

- No Liabilities Assumed. The Purchaser is not assuming any liability or  
obligation of Seller whatsoever.

- Cooperation. Seller agrees to cooperate with Purchaser in order to enable  
Purchaser to realize the full value of the Accounts Receivable. Without limiting the  
generality of the foregoing, Seller agrees to provide to Purchaser any and all back up and  
supporting information with respect to Accounts Receivable, including without  
limitation, original invoices with respect to the services performed at or prior to Closing.  
Seller agrees to provide confirmation of files being received by credit reporting agencies  
and files used to recall the accounts.

- Closing. Closing shall take place upon full execution of this Agreement  
("Closing").

- Representations, Warranties and Covenants of Seller. Seller does hereby  
represent, warrant and covenant as follows:

- Authority to Sell. Seller has all necessary right, authority and power to execute and deliver this Agreement and to consummate the transaction contemplated hereunder. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not violate any provision of law, and will not conflict with, result in a breach of any of the terms, conditions or provisions of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would constitute a default) under or pursuant to any indenture, note, mortgage, lease, license, permit, agreement or other instrument to which Seller is a party. When executed and delivered by Seller, this Agreement is a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

- Title to Accounts Receivable. Seller shall have as of Closing good and marketable title, free of all liens or other encumbrances to all of the Accounts Receivable. Exhibit A is a true and complete list of all the accounts receivable to be transferred to the Purchaser pursuant to this Agreement.

- Covenant to Defend. Seller covenants and agrees with Buyer to warrant and defend title to the Accounts Receivable hereby sold to Buyer, its successors, assigns, and legal representatives against all and every person and persons whomsoever; and Seller further warrants and represents to the Buyer that Seller has no outstanding judgments in any court of the States of New York or the United States of America, and there are no replevins, attachments, executions, or other writs or processes issued against Seller; that Seller has not filed any petition in bankruptcy or insolvency, or made any assignments for the benefit of creditors, nor has any petition in bankruptcy been filed against Seller, and that Seller has not been adjudicated a bankrupt.

- Good and Valid Accounts. All Accounts Receivable represent amounts due for services actually performed in the ordinary and usual course of business of the Seller. Each account Receivable is valid and collectible in full within thirty (30) days after the day on which it first became due and payable. There is no contest, claim or right of set-off contained in any agreement (written or otherwise) asserted by any account debtor relation to the amount or validity of any Account Receivable.

- [Recall from Collections.] Seller has taken any and all steps necessary to recall from any collection agency any Accounts Receivable that were held in collections.]

- Accuracy of Representations and Warranties on the Closing Date. No representation, warranty or covenant of Seller under this Agreement, nor any statement, certificate or other information furnished to Purchaser pursuant to this Agreement in connection with the transactions consummated pursuant hereto, contains, or will contain any untrue statement of a material fact or omit to state a material fact necessary to make statements contained herein or therein not misleading or necessary to provide Purchaser with complete and accurate information as to the Accounts Receivable.

- Confidentiality. Each Party hereto will treat as confidential all information (the "Information") obtained from any other Party, whether such Information is specifically disclosed or is acquired by observation and shall not (except under compulsion of or in accordance with applicable law, regulation or court order), either before or after the termination of this Agreement, disclose to any other person any Information relating to any other Party to this Agreement without the prior written consent of the Party as to which such Information is to be disclosed; *provided, however,* that the Rolling Jubilee Fund may freely describe (without disclosing the identity of the Seller, Broker or Processor) the process of identifying, negotiating, and purchasing the accounts receivable, and all matters relating thereto. The parties agree and understand that the fact and existence of this Agreement shall comprise confidential Information within the meaning of this paragraph, and shall not be disclosed to third parties absent the express written consent of the other parties.

- Use of Name. No Party shall use any name, logos, seals, insignia or other words, symbols or devices that identify the other Party or any center, unit, division or affiliate of the other Party for any promotional or other purpose except (i) as is necessary to carry out the Agreement, or (ii) with the prior written approval of, and in accordance with restrictions required by, the other Party or as required by law.

- Reputation. Each Party hereto shall not knowingly do or suffer any act or matter or thing which would or might reasonably be expected to prejudice materially, or bring into disrepute, the business or reputation of the other Party hereto.

- Indemnification. Seller shall defend, indemnify and hold the Purchaser harmless from and against (a) any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or relating to a breach of the Seller's representations, warranties or covenants hereunder, and (b) any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses (including reasonable attorneys' fees) incident to any of the foregoing.

- Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if mailed personally or sent by registered or certified mail, postage prepaid, or by facsimile transmission or telex immediately confirmed in writing sent by registered mail or certified mail, postage prepaid, addressed to the party at its last known mailing address or to such other person or address as shall be furnished in writing by either party to the other prior to the giving of the applicable notice of communication, and such notice or communication shall be deemed to have been given as of the date so delivered or sent.

- Entire Agreement. It is understood and agreed that all understandings and agreements heretofore made among the parties hereto are merged in this Agreement which alone fully and completely expresses the agreement between the parties hereto and that this Agreement has been entered after full investigation, neither party relying upon any statement or representation which is not herein contained. This Agreement may not be changed or terminated orally.

- Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

- Binding Provisions. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assigns and all other successors-in-interest.

\* **Headings.** The section and clause headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

\* **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature hereto or a signature delivered via e-mail shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the date and year first above written.

**SELLER:**

[Redacted]

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

Name: \_\_\_\_\_

Title: President

**[BROKER]**

[Redacted]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**[PROCESSOR - AGENCY]**

[Redacted]

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

Name: \_\_\_\_\_

Title: VP of Operations

**PURCHASER:**

The Rolling Jubilee Fund

**STRIKE DEBT**

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

Name: \_\_\_\_\_

Title: Vice President

**APPENDIX A**  
**Description of Accounts**

[Attached.]

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that [SELLER], a [STATE] corporation with a mailing address of [ADDRESS] ("Seller"), for good and valuable consideration paid to Seller by The Rolling Jubilee Fund, a New York limited liability company with a mailing address of 121 First Avenue, #222, New York, NY 10003 ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to Purchaser and Purchaser's successors and assigns all of Seller's rights, title and interest in and to the Accounts Receivable (as defined in that certain Purchase Agreement, dated as of DATE, 2012 (the "Purchase Agreement")), by and between Seller and Purchaser.

TO HAVE AND TO HOLD THE ACCOUNTS RECEIVABLE UNTO PURCHASER AND ITS SUCCESSORS AND ASSIGNS FOREVER.

And said Seller hereby covenants to and with Purchaser that Seller (i) has good and marketable title to all Accounts Receivable sold, transferred, assigned and conveyed hereunder, subject to no liens, claims, encumbrances or restrictions of any kind other than any permitted pursuant to the Purchase Agreement, and (ii) has the right, power and authority to, and hereby does, sell, transfer, assign and convey all of the Accounts Receivable free and clear of all liens, claims, encumbrances and restrictions other than any permitted pursuant to the Purchase Agreement.

All initially capitalized terms used but not defined herein shall have the same meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is further documentation of the assignments, transfers and conveyances contemplated by the Purchase Agreement, and is subject to all of the terms, provisions and conditions thereof. To the extent that any term or conditions of this Bill of Sale conflicts with any term or conditions of the Purchase Agreement, the term and/or conditions of this Bill of Sale shall be deemed amended so as to be consistent with the terms and conditions of the Purchase Agreement.

From time to time after the date hereof, Seller shall execute such further documents of transfer, conveyance and assignment with regard to the Accounts Receivable as Purchaser deems necessary or desirable in order to document and confirm the transfer and assignment of the Accounts Receivable conveyed hereunder.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflict of law rules thereof that might indicate the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale to be effective as of the \_\_\_\_\_ day of January, 2013.

By: \_\_\_\_\_ [SELLER NAME]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ PRESIDENT