INTERNATIONAL CLAIMS ENFORCEMENT AGREEMENT

This International Claims Enforcement Agreement (this "Agreement"), effective as of 5th March, 2018 (the "Effective Date"), is made by and between Poplar Falls LLC, a Delaware limited liability company (the "Funder"), and Johnson & Johnson, Solicitors ("J&J") ("Counterparty"), their affiliates and subsidiaries. The Funder and the Counterparty shall be referred to herein as the "Part."

WHEREAS, the Funder is a company that provides funds to claimholders seeking financial assistance to pursue various litigation, fraud and asset recovery claims, and related rights;

WHEREAS, each Counterparty anticipates that the Subject Claims (as hereafter defined) will be pursued, either directly or indirectly;

WHEREAS, J&J has received valid, binding instruction and mandate from the Attorney General of the Federal Republic of Nigeria to recover illicitly acquired funds from Malabu Oil and Gas Limited relating to OPL 245 on behalf of the Federal Government of Nigeria;

WHEREAS, each Counterparty is a sophisticated and experienced Person and wishes to enter this Agreement because this Agreement is reasonable, necessary and beneficial to the Counterparty, carries substantial commercial and other value, and each Counterparty has, after consulting with its counsel, concluded that entry into this Agreement is in its best interests; and

WHEREAS, the Funder agrees to provide financial assistance to the Counterparties to facilitate the prosecution and recovery of various claims and choses in action, subject to the terms provided herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Funder and each Counterparty (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree as follows:

1. Defined Terms; References

1.1 In this Agreement, unless the context otherwise requires, terms shall have the meanings set out in Schedule 1.

1.2 References to the Parties hereto include their assignees, transferees and successors-in-title.

1.3 Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement.

1.4 References to Recitals, Clauses and Schedules are to recitals to, clauses of, and schedules to this Agreement. References to this Agreement shall, unless otherwise expressly stated, include references to the Recitals and the Schedules.

1.5 Except where the context otherwise requires: words denoting the singular include the plural and vice versa; words denoting any gender include all genders.

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1.6 References in this Agreement to any agreement, deed or document shall be deemed to include references to such agreement, deed or document as varied, amended, modified, novated, supplemented or replaced by any other documents, deeds, instruments or agreements from time to time whether as part of an insolvency or bankruptcy proceedings or otherwise.

2. The Subject Claims. The Counterparties hold rights, title and interest in and to the claims represented by File Number RR.2015 150-153, described more fully in the Sentence of the Swiss Federal Criminal Court of Appeal in its Sentence dated 5 October 2015, and related actions, including in the criminal case filed against several individual and corporate defendants by the Public Prosecutor of Milan (N. 54772/13 R.G.N.R. (Register of the Public Prosecution), and other related actions which may arise globally in connection with the foregoing proceedings as set out in the Letter Ref: MJ/LIT/ABJ/SH/338/15/T, dated 9th May, 2016 from the Attorney General of the Federation and Minister of Justice of the Federal Republic of Nigeria to J&J (attached hereto as Schedule A)(collectively referred to as the "**Subject Claims**").

3. Right to a Recovery Interest in the Subject Claims. Subject to the terms of this Agreement, the Counterparties desire to obtain certain funds to facilitate its pursuit of the Subject Claims, and the Funder agrees to make certain Claims Payments (as defined below) in exchange for a certain portion of the Proceeds (as defined below) or payment equal to such portion pursuant to Section 6 of this Agreement. The Funder agrees that its interest in the Proceeds or other payment shall represent no value if there are no Proceeds distributed pursuant to Section 6 of this Agreement.

4. Payments to the Counterparty.

4.1 Claims Payments. Subject to the provisions of this Agreement, in exchange for its interest in Proceeds resulting from the Subject Claims or other payment pursuant to Section 6 of this Agreement, the Funder agrees to make payments to the Counterparties or on their behalf (the "**Claims Payments**") to fund Fees and Expenses (as hereafter defined) for the purposes of pursuing assets currently frozen in Switzerland, and actions related thereto that are related to the Subject Claims. The Funder is not obligated to make any Claims Payments and does not guarantee a minimum amount of Claims Payments under this Agreement. The Funder shall make Claims Payments to J&J or on its behalf in an amount up to Two Million Seven Hundred and Fifty Thousand Dollars ($2,750,000) (the "**Maximum Amount**"), incrementally and at the Funder's sole discretion.

4.2 Exclusive Funding Source. Except as set forth in Section 4.4 and any other arrangements expressly agreed in writing from time to time between the Funder and the Counterparties, the Counterparties agree that the Funder shall be the sole source of third party funding for the Subject Claims, and the Counterparty shall obtain funding for the Fees and Expenses of the Subject Claims only as set forth in this Section 4.

4.3 Funding Notice. If the Counterparties require funds to pay for the Fees and Expenses related to the Subject Claims, the Counterparties shall request Claims Payments from the Funder by delivery of written notice (a "**Funding Notice**"). A Funding Notice shall be submitted to the Funder by the Nominated Lawyer or the Counterparty Representative (as hereafter defined). The Funder shall have a period of fifteen (15) days from its receipt of a Funding Notice to notify the Counterparties in writing that it agrees to fund a Claims Payment. If the Funder agrees to fund a Claims Payment, the Funder shall pay the amount of such Claims Payment by wire transfer as directed by the Counterparty Representative

within fifteen (15) days following the Funder's decision on whether to agree to fund a Claims Payment pursuant to this Section 4.3.

4.4 Failure to Fund; Right of First Refusal. Subject to Section 4.7, if the Funder declines to fund a Claims Payment requested pursuant to a Funding Notice or fails to deliver notice of its agreement to fund such Claims Payment within the fifteen (15) day period described in Section 4.3, then the Counterparties may negotiate and enter into agreements with one or more third parties ("Additional Funders") to provide funding equivalent to the requested Claim Payment; provided that the Funder shall have an opportunity to compete in all respects in a fair and equitable manner, and within the same time periods, with all third parties participating in the process to provide such funding on new terms. Any right of the Additional Funders to receive Proceeds shall be secondary and subordinate to the Funder's right to receive the amounts set forth in Section 6.4.

4.5 No Liability for Other Expenses. The Funder shall have no obligation to fund any fees, expenses or other sums in relation to the Subject Claims other than the Fees and Expenses that the Funder agrees to fund in response to Funding Notices, and all such other fees, expenses or other sums shall be the sole responsibility of the Counterparties. In particular, and without implying limitation, the Funder shall have no obligation to pay any sums awarded against either Counterparty, including any costs orders or awards against the Counterparties.

4.6 No Commitment for Additional Financing. The Counterparties acknowledge and agree that the Funder has not made any representation, undertaking, commitment or agreement to provide or assist either Counterparty in obtaining any financing, investment or other assistance, other than as set forth herein. In addition, the Counterparties acknowledge and agree that an obligation, commitment or agreement to provide or assist either Counterparty in obtaining any financing or investment may only be created by a written agreement, signed by the Funder and both Counterparties, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement.

4.7 Follow-On Funding. Upon the Funder making Claims Payments to the Counterparties or their designees in an aggregate amount equal to the Maximum Amount, and should the Counterparties require additional capital to pursue the Subject Claims, the Parties shall attempt in good faith to amend this Agreement to provide the Funder with the right to provide at the Funder's discretion, funding in excess of the Maximum Amount, in an amount up to the greatest amount that may then be reasonably expected to be committed for investment in the Subject Claims, on similar terms to those provided herein.

4.8 Closing Fees. The Funder will retain a closing fee of $100,000 to pay third parties in connection with its closing, due diligence, and other transaction costs, which shall be included in the Total Investment Amount.

5. Management of Subject Claims; Fees and Expenses.

5.1 Funder's Passive Role. The Funder is not, and does not by virtue of entering into this Agreement become, a party to the Subject Claims nor does the Funder have any rights as to the direction, control, settlement or other conduct of the Subject Claims. The Funder does not have any rights as to the direction, control or conduct of the Nominated

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Lawyers, other than to receive advance written notice of the Counterparties' selection of the Nominated Lawyers as set forth in Schedule 1.

5.2 Use of Claims Payments; Payment of Fees and Expenses. The Counterparties shall disburse Claims Payments in order to pay Fees and Expenses as may be incurred and approved from time to time by the Nominated Lawyer or other designated lawyers. The Nominated Lawyer shall keep the Funder reasonably informed of all Fees and Expenses.

5.3 Common Purpose. The Parties acknowledge and mutually represent to each other that it is their common purpose in concluding this Agreement to enable the Counterparties to pursue the Subject Claims. The Parties further agree that this common purpose and all steps and actions required to achieve this common purpose, including but not limited to any and all steps and actions required in accordance with the Counterparties' obligation to cooperate with the Funder as set forth herein, are of the essence of this Agreement.

5.4 Settlement of Subject Claims. The Parties acknowledge that their common interest is served by settling the Subject Claims for a commercially reasonable amount. The Counterparties may at any time without the consent of the Funder either settle or refuse to settle the Subject Claims for any amount, provided however, if the Counterparties settle one or more of the Subject Claims for an amount that is materially less than recommended by the Nominated Lawyer without the Funder's consent (which shall not be unreasonably withheld, conditioned, or delayed), for purposes of such Subject Claims the value of the Recovery Percentage in Section 6.4(b) will be deemed to be the lesser of (a) the total amount of all Claims Payments made in connection with such Subject Claims multiplied by three (3), or (b) the settlement amount recommended by the Nominated Lawyer.

6. Receipt and Distribution of Proceeds.

6.1 Receipt of Proceeds; Claims Escrow Account.

(a) If, at any time, either Counterparty or their Affiliates or Representatives receive any Proceeds ("**Counterparty Proceeds**"), resulting from either civil or criminal proceedings, the Counterparty shall promptly: (i) give immediate notice of such receipt of Counterparty Proceeds (together with all other material details related to such Counterparty Proceeds) to the Funder; and (ii) deposit the entire amount of the Counterparty Proceeds into the Escrow Account. The Counterparties shall ensure (and shall cause its Affiliates and Representatives to ensure) that all Counterparty Proceeds received are immediately deposited into the Escrow Account and not into any other account.

(b) If either Counterparty or any of their Affiliates or Representatives receive any Counterparty Proceeds, the Counterparties will hold those Counterparty Proceeds in trust (or the local law equivalent in the Switerland, Italy or elsewhere in the world where those Proceeds are received) and shall cause the Counterparty Proceeds to be promptly paid or delivered to the Escrow Account (under the control and direction of the Nominated Lawyer) for distribution in accordance with this Agreement; and the Counterparties will instruct its Affiliates or Representatives to hold all Counterparty Proceeds received by such Affiliates or Representatives in trust and to make that payment or delivery to the Escrow Account.

(c) If, at any time, either Counterparty or their respective Affiliates or Representatives receive any Proceeds in the form of tangible or intangible real or personal property ("**In-Kind Proceeds**"), the Counterparties, as applicable shall, within sixty (60) days of the Counterparties' (or their respective Affiliates' or Representatives') receipt of such In-Kind Proceeds, either (i) cause such In-Kind Proceeds to be sold to a non-governmental purchaser in a third party arm's length transaction on commercially reasonable terms, and deposit the entire amount received from such sale into the Escrow Account or (ii) deposit an amount equal to the fair market value of such In-Kind Proceeds into the Escrow Account, with the fair market value of such In-Kind Proceeds determined by an independent appraiser selected by the Funder. The Counterparties shall notify the Funder of its election for the conversion of any In-Kind Proceeds pursuant to this Section 6.1(c) within fifteen (15) days of receipt of such In-Kind Proceeds.

6.2 Direction by the Funder. The Counterparties hereby specifically authorize and permit, notwithstanding any other provision of this Agreement, the Funder to direct the Nominated Lawyer to instruct on the Counterparties' behalf any party related in any way to the Counterparty Proceeds that any Counterparty Proceeds be paid to the Escrow Account; provided that the Funder, prior to so directing the Nominated Lawyer, gives written notice to the Counterparties of its intention to do so and affords the Counterparties reasonable opportunity to discuss the advisability of doing so.

6.3 Power of Attorney. The Counterparties hereby irrevocably direct the Nominated Lawyer and authorize the Funder to direct the Nominated Lawyer to take all steps necessary to ensure that any and all Counterparty Proceeds are paid or delivered into the Escrow Account upon written notice to the Counterparties. The Counterparties undertake to grant to the Nominated Lawyer a full and irrevocable power of attorney (or local law equivalent in the Switerland or the Federal Republic of Nigeria or elsewhere in the world where any Proceeds are received) to cause and allow any and all Counterparty Proceeds to be paid or delivered forthwith as set out above. The Parties acknowledge and agree that such power of attorney (or local law equivalent in the Switerland or the Federal Republic of Nigeria or elsewhere in the world where any Proceeds are received) is of the essence of this Agreement and is a condition thereof and that any material variation or termination of such power of attorney by the Counterparties will entitle the Funder to terminate this Agreement.

6.4 Distribution of Counterparty Proceeds. On each Distribution Date triggered by a Proceeds Recipient's receipt of Counterparty Proceeds, the Counterparties shall make (or direct the Nominated Lawyer (or its designee) to make from the Escrow Account) distributions of the Counterparty Proceeds in accordance with the following priority of payments:

(a) First, 100% to the Funder, until the cumulative amount distributed to the Funder under this Section 6.4(a) equals 100% of the total amount of Claims Payments made by the Funder under this Agreement;

(b) Second, 100% to the Funder, until the cumulative amount distributed to the Funder under Section 6.4(a) and this Section 6.4(b) equals 150% of the total amount of Claims Payments made by the Funder under this Agreement; and

(c) Third, 35% to the Funder (the "Recovery Percentage") and 65% to the Counterparty or its designees.

The Counterparty acknowledges and agrees that the amounts due to the Funder hereunder are commercially reasonable in nature and amount and shall be superior to and have priority over any and all other claims, encumbrances, liens, or other interests in the Counterparty proceeds. The Counterparties' obligations and the Funder's rights under this Section 6.4 shall survive the termination of this Agreement.

6.5 Payments by Wire. The Counterparties shall pay or cause to be paid any sum due to the Funder by wire transfer for value on the due date to the bank account specified by the Funder. If any obligation is to be satisfied by delivery of assets (and satisfaction by delivery of assets is approved in writing by the Funder), the Counterparties shall deliver any necessary transfer instruments and documents of title, or otherwise effect delivery of such, to an account in the name of or under the control of the Funder forthwith.

6.6 No Withholding. All payments to be made hereunder by the Counterparties shall be made without set-off or counterclaim and free and clear of, and without deduction for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions, withholdings or restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed against the Counterparties. If any of the foregoing Taxes or charges are imposed and required to be withheld by law from any such payment (subject to the requirement to obtain a Tax Opinion pursuant to Section 14.2), the Counterparties shall notify the Funder of the imposition of withholding Taxes or charges and, in addition to paying the full amounts due hereunder (in compliance with Section 14.4), pay such Taxes and charges to the appropriate taxing authority for the account of the Funder and, as promptly as possible thereafter, send the Funder an original receipt (or a copy thereof that has been stamped by the appropriate taxing authority to certify payment) showing payment thereof, together with such additional documentary evidence as the Funder may from time to time reasonably require. If either Counterparty fails to perform its obligations under the preceding sentence, the Counterparty shall indemnify the Funder for any such Taxes and charges that are paid by the Funder plus all Incremental Taxes and charges, interest or penalties that may become payable as a consequence of such failure.

6.7 Currency. All payments to the Funder hereunder shall be made in United States Dollars, regardless of any law, rule, regulation or statute, whether now or hereafter in existence or in effect in any jurisdiction, which affects or purports to affect such obligations. If the Counterparties or their Affiliates or Representatives receive Proceeds in another currency, then calculation of the United States Dollars to be paid to the Funder shall be made using the spot rate of exchange quoted by a financial institution selected by the Funder and having recognized foreign exchange capabilities on the date on which the Counterparties or their Affiliates or Representatives receive Proceeds.

7. Secured Transaction.

7.1 Security. The obligations of the Counterparties shall be secured by the Collateral (as defined in Schedule 1). The Counterparties hereby grant to the Funder a first priority charge over the Collateral to secure the Counterparties' obligations hereunder. The Counterparties acknowledge and agree to execute and authorize the filing of a charge

instrument and take such other actions in such other jurisdictions as the Funder, in its sole discretion, deems necessary and appropriate to perfect such charge.

7.2 Further Assurances. The Counterparties shall take all steps, and provide such assistance as the Funder may reasonably request, for the purpose of perfecting the Funder's first priority charge in the Collateral, including the entering into agreements and the making of any filings or notifications necessary or desirable in connection therewith.

7.3 Obligations Unaffected by Insolvency. All obligations of the Counterparties under this Agreement, including this Agreement and any documents provided by way of security, are intended to survive the insolvency or liquidation of the Counterparties, including any Insolvency Proceeding.

8. Representations and Warranties of the Funder. The Funder hereby represents and warrants to the Counterparties that at the execution of this Agreement:

8.1 it has full power and authority to enter into, has authorized and has obtained all necessary consents for the execution by it of, and performance by it under, this Agreement, and its obligations hereunder and thereunder are legal, valid and binding upon it; and

8.2 the execution, delivery and performance of this Agreement have not resulted in and will not result in a breach of any provision of, or constitute a default under: (a) the Funder's governing documents; or (b) any statute, law, order, rule or regulation of any relevant Governmental Authority applicable to it.

9. Representations and Warranties of the Counterparties. Each Counterparty hereby represents and warrants to the Funder that at the execution of this Agreement:

9.1 it has full power and authority to enter into, has authorized and has obtained all necessary consents for the execution by it of, and performance by it under, this Agreement, and that its obligations hereunder and thereunder are legal, valid and binding upon it in accordance with its terms;

9.2 the execution, delivery and performance of this Agreement has not resulted in and will not result in a breach of any provision of, or constitute a default under: (a) constitutional or governing documents; (b) any statute, law, order, rule or regulation of any relevant Governmental Authority; or (c) any obligation or agreement to which it is a party or by which it is bound or to which any of its assets are subject;

9.3 no registration with, or additional consent or approval of, or any other action by any Governmental Authority or other Person is required in connection with the execution, delivery and performance of any of this Agreement by it;

9.4 the Counterparty has received independent legal advice on the terms and effect of this Agreement;

9.5 the Counterparty is the sole legal and beneficial owner of, and has good title to, the claims free and clear of any Encumbrances;

9.6 neither the Counterparty nor any of its Affiliates or Representatives has made or entered into any prior assignment, trust arrangement, security, sale, transfer or sub-participation or local law equivalent of its right, title or interest in the Subject Claims;

9.7 neither the Counterparty nor any of its Affiliates or Representatives has taken any steps or executed any documents which would materially or adversely affect the Subject Claims;

9.8 neither the Counterparty nor any of its Affiliates or Representatives has engaged in any acts or conduct or made any material omissions, agreements or arrangements, that would result in the Funder receiving proportionately less payments or less favorable treatment in respect of the Subject Claims than the Counterparty pursuing or enforcing such Subject Claims;

9.9 neither the Counterparty nor any of its Affiliates or Representatives has set off or agreed to set off any amounts against the Subject Claims or the Proceeds and no rights of set-off or similar rights against the Counterparty exist which will permit any set-off of or counterclaim against the Subject Claims;

9.10 neither the Counterparty nor any of its Affiliates or Representatives has received any written notice or is otherwise aware that the Subject Claims or any portion thereof are subject to any Subject Claims impairment or are otherwise invalid or void;

9.11 to the knowledge of the Counterparty's Legal Representatives, the Counterparty has disclosed to the Funder all documentation and other information in its possession or control relevant to the Subject Claims and there is no information in the knowledge, possession or control of the Counterparty, or its their respective Legal Representatives that is or is reasonably likely to be material to the Funder's assessment of the Subject Claims that has not been disclosed to the Funder, and the Counterparty believes (and does not have, and has not been informed by any of their respective Legal Representatives of, any belief to the contrary) that the Subject Claims are meritorious and likely to prevail;

9.12 no proceedings of or before any Governmental Authority have been commenced by or against or, to the best of the Counterparty's Legal Representatives' knowledge, are threatened against the Counterparty, which are reasonably likely to materially adversely affect the Subject Claims;

9.13 except for this Agreement, there are no agreements (whether in writing or oral) between the Counterparty and another Person to grant a contingent interest in, or to grant a right to payment determined by reference to, the Subject Claims or the Proceeds thereof in favor of any Person;

9.14 the Counterparty has the full power and authority to bring the Subject Claims, and the Counterparty has the full power and authority to instruct the Nominated Lawyer;

9.15 the Counterparty has not failed to disclose to the Funder any fact or facts of which it (or their respective Legal Representatives) is aware that would, if the Funder had been so advised, be reasonably expected, individually or in the aggregate, to have led the Funder not to enter into this Agreement;

9.16 none of the Subject Claims are barred by the statute of limitations of any applicable jurisdiction; and

9.17 if any of the representations and warranties given herein (or in Section 18) by the Counterparty are untrue in any material respect as of the date of this Agreement, the Funder's remedies include but are not limited to the termination of this Agreement and the right to claim damages against the Counterparty. The foregoing representations and warranties (and those in Section 18) are continuing and the Counterparty shall notify the Funder forthwith should any of them cease to be true, accurate or complete.

10. Covenants and Obligations.

10.1 Counterparty Representative. The Counterparties shall designate one of their employees or agents to serve as their primary contact with respect to this Agreement and to act as their authorized representative with respect to matters pertaining to this Agreement (the "Counterparty Representative"), with such designation to remain in force unless and until a successor Counterparty Representative is appointed, in the Counterparties' reasonable discretion. The Counterparty Representative shall be responsible for all notices and reporting obligations under this Agreement.

10.2 Duty to Cooperate. The Counterparties shall pursue the Subject Claims zealously and in a commercially reasonable manner. The Counterparties shall irrevocably instruct the Counterparty Representative to keep the Funder fully and continually informed of all material developments (including the matters set out below) and to provide the Funder with copies of all Documents material to the Subject Claims and reasonably available to the Counterparties. The Counterparties shall irrevocably instruct the Nominated Lawyer to keep the Funder fully and continually informed of all material developments (including the matters set out below) and to provide the Funder with copies of all Documents material to the Subject Claims. The Counterparties and the Funder agree that the Nominated Lawyer may not disclose information or documents that the Nominated Lawyer reasonably believe could or would jeopardize any privilege (including, but not limited to, the attorney-client privilege) of the Counterparties. Each Counterparty, as requested by the Nominated Lawyer, shall:

(a) cooperate with the Nominated Lawyer and the Funder in all material matters pertaining to the Subject Claims and devote sufficient time and attention as is reasonably necessary to conclude the Subject Claims;

(b) provide to the Nominated Lawyer all material Documentation and Confidential Information and comply with this Agreement; consult with the Nominated Lawyer and his or her designees and his or her designees as they reasonably require for purposes of pursuing the Subject Claims and appear at any proceeding or hearings (including hearings located abroad) reasonably required in connection with the Subject Claims;

(c) using the Counterparty's reasonable efforts and subject to any relevant legal rules, cause all Persons related to the Subject Claims, including the Counterparty's lawyers, to submit to examination by the Nominated Lawyer for the preparation of statements, to subscribe to the same under oath if required, to consult with the Nominated Lawyer as reasonably required for purposes of pursuing

the Subject Claims and to appear at any hearings (including hearings located abroad) reasonably required in connection with such statements or the Subject Claims generally;

(d) as reasonably requested by the Nominated Lawyer, lend its name to all required actions and steps in relation to the Subject Claims, and shall execute all papers and render assistance to the Nominated Lawyer so as to secure to the Funder the benefits, rights and causes of action provided for herein. The Counterparty shall: (i) do nothing that is reasonably likely to prejudice such benefits, rights or causes of action, and (ii) engage in no conduct or commercial arrangements that are reasonably likely to have a material adverse impact in any way on the Subject Claims or the value of the Proceeds; and

(e) authorize and instruct the Nominated Lawyer to respond fully and promptly to any reasonable request by the Funder or its Representatives for information regarding the Subject Claims.

The Parties acknowledge and agree that each Counterparty's obligation to cooperate as set out in this Section 10.2 is of the essence of this Agreement and is a condition thereof and a continuing obligation and that any material breach thereof that has a material adverse impact on the value of the Subject Claims or the Proceeds shall entitle the Funder to terminate this Agreement pursuant to Section 11.1.

10.3 Additional Covenants.

(a) Neither Counterparty may dispose of, transfer, assign or cause or permit the imposition of any Encumbrance on any of its right, title or interest in or relating to the Subject Claims or its beneficial interest in the foregoing in whole or in part.

(b) The Counterparties shall meet the Reporting Requirement at all times until this Agreement expires or is otherwise terminated and shall keep the Funder fully and promptly apprised of any material developments in relation to Subject Claims. The Counterparties shall respond fully and promptly to any request by the Funder for non-privileged information regarding Subject Claims.

(c) Each Counterparty agrees and undertakes that neither it nor any of its respective Affiliates or Representatives (i) will institute any action, suit, or arbitration separate from Subject Claims arising from the same facts, circumstances or law giving rise to Subject Claims; (ii) will take any step reasonably likely to have a materially adverse impact on Subject Claims or the Funder's share of any Proceeds; or (iii) will take any step that would give any Person or entity an interest in Subject Claims or potential Proceeds except as otherwise permitted by this Agreement.

(d) The Counterparties each covenant to cooperate in the prosecution of the Subject Claims. Specifically, each Counterparty will promptly and fully assist its Legal Representatives as reasonably necessary to conduct and conclude the Subject Claims.

(e) Neither Counterparty shall negotiate for or accept any other third party investment, financing or funding of any type (including, but not limited to, debt,

equity or otherwise), from whatever source, and whether or not in cash, in connection with the Subject Claims without the prior written consent of the Funder, except after following the procedures of Section 4.4 and Section 4.7, as applicable.

(f) The Counterparties shall immediately disclose to the Funder any material information related to any actual or potential conflicts of interests arising out of either of the Counterparty's interests in Subject Claims and any material information known to the Counterparty related to any actual or potential conflicts of interests arising out of any interests in Subject Claims.

(g) The Counterparties shall use reasonable care to manage all Fees and Expenses and review all invoices relating thereto to ensure that they are reasonable.

(h) The Counterparties shall ensure that no Proceeds will be released except in accordance with this Agreement.

10.4 Cooperation on Insurance Matters. The Parties shall cooperate with each other to obtain adverse costs or similar insurance, if deemed necessary and desirable in the reasonable discretion of the Funder.

11. Termination.

11.1 Termination by Funder. Subject to Sections 19 and 20, the Funder may terminate this Agreement at its option (as to some or all of the Subject Claims) upon ten (10) days advance written notice to the Counterparties by the Funder at any time. If the Funder's written notice states that this Agreement is being terminated due to a breach of the duty to cooperate in Section 10.2 and Section 13.4 then, within ten (10) days of such notice, the Counterparties (or their successor, as provided in Section 19) shall pay the Funder an amount (such amount, the "**Damage Amount**") equal to the greater of: (i) one hundred percent (100%) of payments due to the Funder under Section 6 in respect of assets already frozen or Subject Claims in the course of recovery; or (ii) the aggregate amount of all Claims Payments multiplied by three (3). If the Counterparties fail to pay the Damage Amount, the unpaid portion of the Damage Amount shall bear interest at a rate of fifteen percent (15%) per annum, accruing daily and compounded annually on December 31st of each calendar year, until paid.

11.2 Termination by Counterparties. This Agreement may be terminated by the Counterparties only if the Funder has materially breached any provision of this Agreement and such breach has a material adverse impact on the value of the Subject Claims or the Proceeds and remains in existence for thirty (30) days following written notice thereof (during which thirty (30) day period the Funder shall be permitted to cure such breach).

11.3 Effect of Termination.

(a) Upon a termination of this Agreement by the Counterparties pursuant to Section 11.2, the Counterparties, within ten (10) days of the termination of this Agreement, shall pay the Funder an amount (such amount, the "**Termination Amount**") equal to fifty percent (50%) of payments due to the Funder under Section 6 in respect of assets already frozen or Subject Claims in course of recovery; or (ii) the

total amount of all Claims Payments made through the date of termination multiplied by two (2). If the Counterparties fail to pay the Termination Amount, the unpaid portion of the Termination Amount shall bear interest at a rate of 15% per annum, accruing daily and compounded annually on December 31st of each calendar year, until paid.

(b) Following termination of this Agreement, the Funder shall be entitled, in order to protect its own interest in relation to this Agreement, to keep copies of the Documentation, including Confidential Information provided to it by the Nominated Lawyer.

(c) Termination of this Agreement shall be without prejudice to the right of the Funder to any Proceeds or other payments under this Agreement (including pursuant to Section 6) or to claim damages in relation to this Agreement, except as otherwise specifically provided for in this Agreement.

12. Mutual Covenants Regarding Confidential Information.

12.1 Exclusive Ownership of Information by Disclosing Party. The Recipient agrees and acknowledges that all Confidential Information provided to it is and shall remain at all times the exclusive property of and owned by the Disclosing Party (or its Affiliates or Representatives, as the case may be), and that the Recipient's use or awareness of such Confidential Information shall create no rights, at law or in equity, in the Recipient in or to such Information, or any aspect or embodiment thereof. Neither the execution of this Agreement, nor the furnishing of any Confidential Information hereunder, shall be construed as granting, whether expressly or by implication, estoppel or otherwise, any license to distribute or title to any patent, trademark, copyright, service mark, business and trade secret or other proprietary right to such Confidential Information, or to use such Confidential Information for any purpose other than as specified in this Agreement or to constitute a waiver of any attorney-client privilege or work product protection.

12.2 Non-Disclosure of Information. The Recipient shall not for any reason, during the term of this Agreement and for a period of five (5) years following termination of this Agreement, disclose, use, reveal, report, publish, transfer or make available, directly or indirectly, to any Person other than its Representatives who are authorized pursuant to this Agreement, any Confidential Information or Common Interest Material provided to it except in connection with the performance of its obligations under this Agreement.

12.3 Confidentiality Procedures. The Recipient shall ensure that the Confidential Information it receives is not divulged or disclosed to any Person except its Representatives who have a "need to know" such Information. The Recipient shall ensure its Representatives' compliance with the provisions of this Agreement and shall be solely responsible for any failure by it or its Representatives to so comply.

12.4 Judicial and Official Disclosure Requests. If the Recipient is requested in any judicial or administrative proceeding or by any Governmental Authority to disclose any Confidential Information, then the Recipient shall (so far as practicable and lawful) promptly provide the Disclosing Party with written notice of such request prior to disclosing such Confidential Information, so that the Disclosing Party may seek an appropriate protective order. The Recipient shall cooperate with the Disclosing Party in seeking such a

protective order. If, in the absence of a protective order, the Recipient determines it is obliged to disclose such Confidential Information, the Recipient may, without liability hereunder, furnish only that portion of such Confidential Information that the Recipient has determined it is obliged to furnish and shall exercise reasonable efforts to obtain assurance from the applicable court, agency or other Person to whom disclosure is being made that confidential treatment will be accorded such Confidential Information to the maximum extent contemplated by this Agreement.

12.5 Non-Circumvention. The Recipient agrees that it shall not directly or indirectly interfere with, circumvent, or attempt to circumvent, avoid, by-pass or obviate the interest of the Disclosing Party in the businesses or relationships referred to in the disclosures contemplated hereby that constitute Confidential Information of the Disclosing Party. Recipient shall be responsible for any losses incurred as a result of a breach of this Section 12.5.

13. Information and Privilege.

13.1 The Counterparties shall instruct the Nominated Lawyer to, among other things, provide to the Funder copies of any and all material Documentation together with all material Confidential Information, that the Nominated Lawyer may receive at any time while engaged by the Counterparties, as applicable, from a Counterparty or from any other third party in relation to the Subject Claims save insofar as such Documentation is already in the possession or control of the Funder. The Counterparties shall instruct the Nominated Lawyer shall instruct its lawyers (and each shall direct any future attorneys representing it) in connection with the Subject Claims to, among other things:

(a) notify the Funder of any material verdict, award, settlement, discontinuance or ending with respect to the Subject Claims;

(b) respond to reasonable requests for material information from the Funder; and

(c) call the Funder prior to any delivery or payment to the Funder to verify the amount due to the Funder under this Agreement.

13.2 The Parties agree that they have a "common legal interest" in the Subject Claims, this Agreement, and any discussion, evaluation and negotiation and other communications and exchanges of information relating thereto.

13.3 Notwithstanding any other contrary provision of this Agreement, the Parties agree that any Common Interest Material shall at all times remain subject to all applicable privileges and protections from disclosure, including the attorney-client privilege or any similar privilege in any jurisdiction including, for the avoidance of doubt, legal professional privilege and/or litigation privilege, common interest privilege, work-product immunity doctrine, and any applicable rules of professional secrecy in any jurisdiction, it being the express intent of the Parties and their Affiliates and Representatives to preserve intact to the fullest extent applicable, and not to waive, by virtue of this Agreement, any action contemplated under this Agreement, or otherwise, in whole or in part, any and all privileges and immunities to which Common Interest Material, or any part of it, are, may be subject or may become subject in the future. It is the good faith belief of the Disclosing

Party that common interest privilege attaches to the Common Interest Material; no disclosure of the Common Interest Material would occur without the protection of that privilege.

13.4 The Parties further acknowledge and agree that the Counterparties' undertakings set out in this Section 13 are continuing and are part of their duty to cooperate and are of the essence of the Agreement and a condition thereof and that any material breach of those undertakings shall entitle the Funder to terminate this Agreement.

13.5 Notwithstanding any other contrary provision of this Agreement or otherwise, the Parties agree that the Counterparties shall have no obligations to make, and the Nominated Lawyer and Counterparty Representative may not make, any disclosure or deliveries under or in respect of this Section 13 or otherwise unless such disclosure or delivery, as applicable, is made in furtherance of the common interest and does not adversely affect in any way the confidentiality of such privileged information.

13.6 The Funder may operate under and contract with an affiliated law firm for work in pursuit of recoveries on the Subject Claims, and all information shared with the Nominated Lawyer, the Counterparty Representative and the Funder's legal representatives shall constitute work product.

14. Tax Matters.

14.1 Prepaid Forward Contract Treatment. Notwithstanding anything in this Agreement to the contrary, but except to the extent otherwise clearly required by law, the Parties hereby agree to treat this Agreement as a prepaid forward contract to acquire an evidence of indebtedness within the meaning of United States Treasury Proposed Regulation Section 1.864(b)-1.

14.2 No Withholding. Pursuant to Section 6.7, the Counterparties shall make all payments under or in connection with this Agreement without any deduction or withholding for or on account of any Tax except to the extent required by applicable law, as reflected in a legal opinion or memorandum of an internationally recognized tax counsel or accounting firm obtained by Counterparties and reasonably acceptable to the Funder, such opinion being addressed to the Funder or otherwise expressly permitting the Funder to rely on such opinion ("Tax Opinion"). If any such deduction or withholding is required by law to be made, the Counterparty shall comply with Section 6.7 and Section 14.4, and shall promptly deliver or cause to be delivered the related Tax Opinion to the Funder.

14.3 Tax Efficient Structure. Each Party shall attempt, in good faith, to structure the receipt of Proceeds in the most tax-efficient manner practicable so that there are no unnecessary deductions or withholdings (a "Tax Efficient Structure"), and will consider, in good faith, reasonable Tax Efficient Structures for payment of the Proceeds and other payments due to the Funder recommended by tax counsel or advisors to the Counterparties in that regard, and will consider, in good faith, commercially reasonable methods (including a trust) to effect the foregoing. The Counterparties and the Funder hereby agree that their respective tax counsel and/or advisors shall consult with each other in order to implement a Tax Efficient Structure.

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14.4 Tax Indemnification. Except with respect to any Tax assessed on the Funder under the laws of the jurisdiction in which it is incorporated and any Tax which has already been the subject of a gross up pursuant to this Agreement, if the Funder is or will be subject to any liability or required to make any payment, or receives a lesser amount as a result of any withholdings or deductions for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under this Agreement, the Counterparties shall, within fifteen (15) days of demand by the Funder, pay to the Funder an amount equal to the loss, liability, reduction in amounts paid to Funder or cost which the Funder determines will be or has been (directly or indirectly) suffered for or on account of Tax by the Funder in respect of any payment made (or deemed made) by the Counterparties under or in connection with this Agreement (the "**Additional Amount**"), which amount will be sufficient to ensure that the total amount received by the Funder, after deducting for Taxes (including Taxes on the Additional Amount), will be the same as if no such Taxes had been imposed.

15. Relationship of the Parties.

15.1 Independent Actors. The Funder and the Counterparties are independent actors. This Agreement does not create any joint venture, partnership or any other type of affiliation, nor create a joint interest in the Subject Claims, for any purpose, including for U.S. federal, state and local income tax purposes.

15.2 No Practice of Law. The Funder, its Affiliates and their investment advisers are engaged in an investment business that has as its principal focus assets that are connected to fraud, asset recovery, litigation, arbitration or mediation. The Funder and its Affiliates and their investment advisers are not law firms and are not engaged in the practice of law with respect to the Subject Claims or otherwise. Each Counterparty agrees that it shall not rely on the Funder, its Affiliates or their investment advisers for legal or other professional advice. Notwithstanding the foregoing, the Funder may engage affiliated law firms (including Halcyon Law Group PLLC) to provide Funder with legal advice from time to time relating to the Subject Claims.

15.3 No Other Relationship. The Parties agree that nothing in this Agreement shall give rise to or be construed to create a fiduciary, lawyer-client, agency or other non-contractual relationship between the Parties.

16. Indemnification.

16.1 Indemnification of the Funder by the Counterparty. Each Counterparty agrees to indemnify, defend and hold the Funder and its respective Affiliates and Representatives ("**Funder Indemnitees**") free and harmless from and against any and all actions, losses, costs, charges, damages, claims, sanctions, penalties and expenses (including attorneys' fees and costs of experts and advisors) (collectively, "**Funder Indemnitees' Losses**") which any Funder Indemnitee has sustained or may sustain at any time for reason of: (a) the breach of, inaccuracy of, or failure to comply with, or the existence of any facts resulting in the inaccuracy of, any of the warranties, representations, or covenants of the Counterparty contained in this Agreement or in any exhibits or documents, delivered by the Counterparty pursuant to or in connection with this Agreement or the Subject Claims; and/or (b) any costs, sanctions, awards or penalties assessed or awarded against the Funder Indemnitees in connection with this Agreement or the Subject Claims other than those relating to a breach of warranty or representation of

the Funder or caused by an act of the Funder that constitutes fraud, negligence or misconduct; and/or (c) any claim by any agent or broker for compensation on account of the transactions contemplated by this Agreement, unless otherwise agreed in writing by the Parties; and/or (d) any legal proceedings connected with the Subject Claims.

16.2 Indemnification of the Counterparties by the Funder. The Funder agrees to indemnify, defend and hold each Counterparty and its respective Affiliates and Representatives ("**Counterparty Indemnitees**") free and harmless from and against any and all actions, losses, costs, charges, damages, claims, sanctions, penalties and expenses (including attorneys' fees and costs of experts and advisors) (collectively, "**Counterparty Indemnitees' Losses**") which any Counterparty Indemnitee has sustained or may sustain at any time for reason of: (a) the breach of, inaccuracy of, or failure to comply with, or the existence of any facts resulting in the inaccuracy of, any of the warranties, representations, or covenants of the Funder contained in this Agreement or in any exhibits or documents, delivered by the Funder pursuant to or in connection with this Agreement or the Subject Claims; and/or (b) any claim by any agent or broker for compensation on account of the transactions contemplated by this Agreement, unless otherwise agreed in writing by the Parties.

16.3 Indemnification Procedures. Any Party who receives notice of a claim for which it will seek indemnification ("**Indemnified Party**") hereunder shall promptly notify the Party from which the Indemnified Party will seek indemnification ("**Indemnifying Party**") of such claim in writing. The Indemnifying Party shall have the right to assume the defense of such action at its cost with counsel reasonably satisfactory to the Indemnified Party but shall not have the right to settle or compromise any claim or action for anything other than monetary payments without consent of the Indemnified Party. The Indemnified Party shall have the right to participate in such defense with its own counsel at its cost.

16.4 Additional Obligations of Counterparty; Related Indemnity. Except as provided in Section 4.4, neither Counterparty shall hereafter enter into any engagement agreement providing for or otherwise granting a contingent interest in the Subject Claims or the Proceeds thereof with any Person. Each Counterparty agrees to indemnify the Funder to the extent necessary to ensure that the amount actually received by the Funder in respect of payments due from the Counterparty equals the amount which the Funder would have received if all of the Persons with a contingent interest in the Subject Claims or Proceeds other than the Funder had not held such contingent interest.

17. Limitation of Liability.

17.1 Subject to Section 17.2, the liability of the Funder under this Agreement is limited to payment of the Claims Payments pursuant to the provisions herein.

17.2 There shall be no other liability of the Funder under this Agreement or related to it, or related to its activities in connection with this Agreement, except for gross negligence, willful misconduct, fraud or reckless activity amounting to fraud, in each case that has a material adverse effect on the Subject Claims or the Counterparties. This limitation of liability is absolute and excludes liability, by way of illustration and not limitation, for negligence, and for any damages that may constitute compensatory damages, lost profit, or punitive damages. This limitation of liability extends to the Funder and its Affiliates and Representatives and their successors and assigns.

17.3 Any claim by a Counterparty in breach of the limitation of liability provided by this Section 17 constitutes a breach of contract entitling the Funder to recovery of damages and its costs and expenses incurred in relation thereto.

17.4 For the avoidance of doubt, the Funder shall be obligated to fund fees, expenses or other sums in relation to Subject Claims solely as provided in this Agreement. In particular, and without implying limitation, the Funder shall have no obligation to pay any sums awarded against, or penalties incurred by, either Counterparty, including any costs orders, awards, interest, damages, expenses or penalties against a Counterparty, nor to fund any legal fees or any other costs whatsoever incurred as a result of defending any counterclaim brought against a Counterparty in relation to any Subject Claim or defending any enforcement or other proceedings against a Counterparty.

18. Certain International Provisions.

18.1 Government Authorizations. Each Counterparty represents and warrants to the Funder that it has obtained all consents, licenses, authorizations and approvals of, or exemptions from, any Governmental Authority that are necessary or advisable for (a) the execution, delivery and performance by the Counterparty of the terms of this Agreement, and (b) the enforceability of this Agreement in Switzerland or the Federal Republic of Nigeria. Each Counterparty represents and warrants to the Funder that it is not necessary for the Funder to be authorized by any Governmental Authority under the laws of Switzerland or the Federal Republic of Nigeria to make the Claims Payments or to enforce the Funder's rights under this Agreement.

18.2 Recordation; Registration. Each Counterparty represents and warrants to the Funder that to ensure the legality, validity, enforceability, priority or admissibility in evidence of this Agreement in the Switzerland or the Federal Republic of Nigeria, it is not necessary that this Agreement be registered, recorded, enrolled or filed with any Governmental Authority, or be notarized or consularized, or that any documentary stamp or similar Tax, imposition or charge of any kind be paid on or in respect of the Agreement.

18.3 Foreign Exchange. Each Counterparty represents and warrants to the Funder that it has taken all steps necessary to insure the availability of foreign exchange in amounts and at the times necessary to enable it to meet its obligations under this Agreement.

18.4 English Language. This Agreement is to be executed and delivered by the Parties thereto in the English language. In the event that it is necessary for this Agreement to be translated into any language other than English for purposes of complying with any requirements of any Governmental Authority, the English language version of this Agreement shall prevail in any dispute as to the terms and conditions of this Agreement among the Parties. Each Counterparty hereby waives any defense to the nonperformance of this Agreement based on the expression of this Agreement in the English language.

18.5 Commercial Transaction. This Agreement and the transactions contemplated hereby represent commercial activities. Each Counterparty agrees to be subject to and be bound by any judicial or arbitral proceedings in respect of any matter arising out of or relating to this Agreement. Each Counterparty further agrees not to assert immunity from execution of judgment in the Switzerland or the Federal Republic of Nigeria (or elsewhere)

or from the enforcement therein of any judgment on the grounds of sovereignty or otherwise in respect of any matter arising out of or relating to this Agreement.

19. Change in Law or Policy or Adverse Action. If any change in Law or Policy or Adverse Action of the Governments of Switzerland, the Federal Republic of Nigeria, or Italy renders the funding, prosecution, or recovery of the Subject Claims unlawful, contrary to policy or non-viable, the Funder may terminate this Agreement in accordance with Section 11.1. The Funder's rights under this Agreement shall survive any Change in Law or Policy or Adverse Action.

20. Governing Law and Dispute Resolution.

20.1 THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION. This Agreement, and all disputes and other matters arising under or in respect of this Agreement (whether in contract, tort or otherwise), shall be governed by the laws of Switerland, without giving effect to its conflict of law rules to the extent they would require application of the law of another jurisdiction. Any foreign judgment properly obtained under Swiss law (as applicable) will be recognized and enforced by courts in Switerland or the Federal Republic of Nigeria, subject only to compliance with the procedural requirements for the enforcement of foreign judgments.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, interpretation, performance, breach or termination and any application for interim, preliminary, equitable or injunctive relief, shall (to the exclusion of any other forum) be referred to and finally resolved by the LCIA under the Arbitration Rules of the LCIA (the "Rules"), which Rules are deemed to be incorporated by reference into this Section 20.2. Any attempt by the Counterparty to seek relief or remedies in any forum other than the forum required above shall constitute a breach of this Agreement and entitle the Funder to damages, equitable relief and full indemnification against all costs and expenses incurred in connection therewith. The Counterparty expressly agrees that its agreement to arbitrate, and any resulting award, falls under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and section 202, and Chapter 2, of the Federal Arbitration Act, and agrees that this Agreement has a reasonable relation to a foreign state, envisages performance outside the United States and relates to property outside the United States. The Counterparty shall be obliged to post security for costs as directed by the Tribunal.

20.3 The arbitral tribunal ("Tribunal") shall consist of three arbitrators. Each Party shall nominate one arbitrator and the two arbitrators nominated by the Parties shall, within thirty (30) days of the nomination of the second Party-nominated arbitrator, agree upon and nominate a third arbitrator who shall act as Chairman of the Tribunal. If no agreement is reached within thirty (30) days or at all, the LCIA Court shall select and appoint a third arbitrator to act as Chairman of the Tribunal.

20.4 The seat, or legal place, of arbitration shall be London, England and all proceedings shall occur there.

20.5 The language to be used in the arbitral proceedings shall be English.

20.6 In addition to the requirement to arbitrate set forth above as the Parties' exclusive remedy for disputes, the Parties expressly agree and covenant not to take positions adverse to the agreement that the Funder is not subject to personal jurisdiction or venue in the United States.

20.7 The Counterparty, being sophisticated professional entities with access to counsel, irrevocably waives and forever and unconditionally releases, discharges and quitclaims any claims, counterclaims, defenses, causes of action, remedies and/or rights that it has or may have in the future arising from any doctrine, rule or principle of law or equity that this Agreement or the relationships and transactions contemplated by this Agreement (a) are against the public policy of any relevant jurisdiction; (b) are unconscionable or contravene any laws relating to consumer protection; (c) are usurious or call for payment of interest at a usurious rate; or (d) constitute champerty, maintenance, barratry or any impermissible transfer or assignment of property or choses in action. The Parties specifically agree that any issues concerning the scope or validity of the foregoing waiver shall be within the exclusive jurisdiction of the Tribunal.

21. Waiver of Trial by Jury. Each of the Parties hereby waive trial by jury in any action or proceeding to which they may be parties, arising out of or in any way pertaining to this Agreement (other than with respect to the Subject Claims). It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this Agreement. This waiver is knowingly, willingly and voluntarily made by each of the Parties, and each of the Parties hereby represent that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Parties further represent that they have had the opportunity to be represented in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

22. Legality. Each Counterparty represents and warrants that this Agreement, including the arrangement between the Parties and Nominated Lawyers contemplated thereby, does not violate (and irrevocably agrees not to assert any claim it may have to enforce or any defense based on) any civil or criminal law of Switerland or the Federal Republic of Nigeria, including any prohibition on champerty, maintenance, or barratry that may exist. Each Counterparty further agrees to take all appropriate measures to oppose any assertion by any third party that this Agreement, including the arrangement between the Parties and Nominated Lawyers contemplated thereby, is unlawful as a violation of any prohibition on champerty, maintenance, or barratry or otherwise.

23. Miscellaneous Provisions.

23.1 Entire Agreement; Binding Effect; Assignment. This Agreement shall constitute the entire agreement between the Parties, and shall supersede all prior agreements, understandings and negotiations between the Parties with respect to the subject matter thereof. To the extent that the Parties entered into any earlier confidentiality or other agreements, those agreements are hereby terminated and this Agreement shall solely govern the Parties' relationship. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors, assigns, and legal representatives. Except as otherwise provided herein, neither this Agreement, nor any rights, interests, obligations or duties arising hereunder, may be

assigned or otherwise conveyed by Counterparty without the express consent in writing of the Funder. The Funder may assign its rights and obligations under this Agreement without the consent of the Counterparty and may also appoint a servicing entity to administer this Agreement.

23.2 Amendments; Waivers. Any amendment or modification of any provision of this Agreement must be in writing and bear the signature of a duly authorized representative of each Party. No term or provision of this Agreement may be waived except in a written instrument that bears the signature of a duly authorized representative of each Party. No delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy by any Party hereunder shall preclude any further exercise thereof.

23.3 Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any Person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other Persons, places and circumstances shall remain in full force and effect.

23.4 Inconsistency. In the event of any inconsistency between the provisions of Schedules and the provisions of this Agreement, the Schedules shall prevail.

23.5 Late Payments. Other than as set forth in Section 11, payments or distributions to the Funder pursuant to this Agreement not made when due shall bear interest at a rate of 2.5% per month, compounded daily, or the maximum rate permitted by law, whichever is lower, until received by the Funder.

23.6 Notices. All notices, reports, legal service and other communications (a "Notice") required or permitted under this Agreement shall be in writing. Notices shall be delivered by hand or sent by courier, fax, email or other reliable means of electronic communication to the Parties at their addresses and numbers indicated on Schedule 3 to this Agreement or at such other addresses or numbers as may be specified hereafter in writing by a Party to the other Party in accordance with this Section 23.6. Any Notice shall be deemed to have been delivered and received (a) on the date delivered, if delivered personally by hand or sent by courier or (b) subject to this Section 23.6, on the date sent if sent by fax, email or other form of electronic communication. Any Notice that is sent by fax, email or other electronic communication must be confirmed by sending, within one business day of transmission of the electronic communication, a hard paper copy thereof to the recipient by hand delivery or by courier, provided that (c) the effective date of such notice shall be as specified in clause (b) above, and (d) if the recipient actually receives the fax, email or other electronic form of a Notice, then the Notice shall be deemed to have been given and delivered even if recipient never receives a hard copy as called for in this clause.

23.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Parties. Copies of executed counterparts may be exchanged by facsimile, email or other electronic transmission, and such an exchange shall constitute effective delivery by the Parties of their respective executed counterparts.

23.8 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). A Party's financial inability to perform, changes in cost or availability of services, market conditions or contract disputes will not excuse performance by Funder under this Section 23.8. Each Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Parties shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

[SIGNATURE PAGE FOLLOWS]

23.8 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). A Party's financial inability to perform, changes in cost or availability of services, market conditions or contract disputes will not excuse performance by Funder under this Section 23.8. Each Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Parties shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

FUNDER:

POPLAR HILL LLC

Authorized Person

COUNTERPARTY:

JOHNSON & JOHNSON, SOLICITORS

SIGNATURE PAGE TO

INTERNATIONAL CLAIMS ENFORCEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

FUNDER:

POPLAR HILL INVESTMENTS LLC

Authorized Person

COUNTERPARTY:

JOHNSON & JOHNSON, SOLICITORS