IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§ Chapter 11
TM36, LLC, *et al.*	§ Case No. 26-90386 (ARP)
Debtors.[1]	§ (Jointly Administered)

NOTICE OF OBJECTION TO CLAIM

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors") have filed an objection to your claim in this bankruptcy case.

Your claim may be reduced, modified, or eliminated. You should read these papers carefully and discuss them with your attorney, if you have one.

The objection to your claim is attached to this Notice as Exhibit 1, and a declaration in support of the objection is attached to this Notice as Exhibit 2.

If you do not want the court to eliminate or change your claim, then on or before July 10, 2026, you or your lawyer must:

File with the court a written response to the objection, explaining your position, at:

Nathan Ochsner
Clerk of Court
P. O. Box 61010
Houston, TX 77208

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above.

[*Continued on Next Page*]

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

You must also send a copy to:

PORTER HEDGES LLP
Aaron J. Power (TX Bar No. 24058058)
John ("Jack") Eiband (TX Bar No. 24135185)
Grecia V. Sarda (TX Bar No. 24132092)
1000 Main St., 36th Floor
Houston, Texas 77002
Telephone: (713) 226-6000
Facsimile: (713) 226-6248
apower@porterhedges.com
jeiband@porterhedges.com
gsarda@porterhedges.com

If you or your attorney do not take these steps, the court may decide that you do not oppose the objection to your claim.

June 16, 2026

Respectfully submitted,

By: */s/ Aaron J. Power*

PORTER HEDGES LLP
Aaron J. Power (TX Bar No. 24058058)
John ("Jack") Eiband (TX Bar No. 24135185)
Grecia V. Sarda (TX Bar No. 24132092)
1000 Main St., 36th Floor
Houston, Texas 77002
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apower@porterhedges.com
jeiband@porterhedges.com
gsarda@porterhedges.com

Counsel to the Debtors in Possession

Certificate of Service

I certify that on June 16, 2026, I caused a copy of this Notice to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and directed Kroll Restructuring Administration, as claims and noticing agent in these cases, to serve, as soon as possible, IAG and IAG's counsel as follows:

By e-mail: gina.hartnett@schroders.com

By e-mail: pgarrity@derbeslaw.com

By e-mail: mjb@torricellalaw.com

By US Mail: 7 Bryant Park, New York, NY 10018

/s/ Aaron J. Power
Aaron J. Power

Exhibit 1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

	§
In re:	§ Chapter 11
	§
TM36, LLC, *et al.*	§ Case No. 26-90386 (ARP)
	§
Debtors.[1]	§ (Jointly Administered)
	§
	§
	§

OBJECTION TO PROOF OF CLAIM OF INSURED ADVOCACY GROUP, LLC
[Relates to Claim No. 9-1]

THIS IS AN OBJECTION TO YOUR CLAIM. THIS OBJECTION ASKS THE COURT TO DISALLOW THE CLAIM THAT YOU FILED IN THIS BANKRUPTCY CASE. IF YOU DO NOT FILE A RESPONSE WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU, YOUR CLAIM MAY BE DISALLOWED WITHOUT A HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors") seek entry of an order disallowing Proof of Claim No. 9-1 (the "IAG Claim"), filed by Insured Advocacy Group, LLC ("IAG"). The IAG Claim is attached hereto as **Exhibit A**. In support of this objection (the "Objection"), the Debtors respectfully represent as follows:

Jurisdiction and Venue

1. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court. Venue is proper pursuant to 28 U.S.C. § 1408.

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

2. The statutory bases for the relief requested herein are section 502(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 3007-1 and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas.

Background

3. On March 5, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors continue to operate their business and manage their property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. The Debtors' Chapter 11 Cases are being jointly administered. On April 24, 2026, the United States Trustee appointed the official committee of unsecured creditors (the "Committee").

4. Additional information regarding the Debtors and the Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of the Chapter 11 Cases, is set forth in the *Declaration of Pablo Bonjour in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration").[2]

a. Prepetition Relationship with IAG

5. The Debtors were party to a prepetition factoring agreement (the "Agreement") with Insured Advocacy Group, LLC ("IAG") with respect to invoices on several construction and remediation projects. Under the Agreement, StopLoss Specialists factored some—but not all—of the invoices related to the covered projects.

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the First Day Declaration.

6. IAG breached such Agreement by not paying for certain factored invoices in a timely manner, causing the Debtors to incur claims that they could not pay, which, in turn, resulted in the termination of a major project the Debtors had with a third party for the restoration of a skyscraper (the "<u>Renaissance Project</u>"). StopLoss Specialists brought suit against IAG in the U.S. District Court for the Southern District of New York for breach of contract and tortious interference for failing to pay sums related to invoices in the Renaissance Project. *See StopLoss Specialists, LLC v. Insured Advocacy Group, LLC, et al.*, Case No. 1:25-cv-06339-DEH (S.D.N.Y.) (the "<u>SDNY Litigation</u>"). StopLoss Specialists voluntarily dismissed the SDNY Litigation on March 12, 2026, and StopLoss Specialists LLC and StopLoss LLC refiled the claims as Adversary Proceeding No. 26-3072 before this Court.[3]

b. <u>The IAG Claim</u>

7. On August 4, 2025, IAG commenced Case No. 01-25-0001-1844 (the "<u>Arbitration</u>") against StopLoss Specialists, Scott Butaud, and John Lewis before the American Arbitration Association. The IAG Claim attaches the Statement of Claim from the Arbitration as support. The Arbitration was dismissed for lack of prosecution.

8. As against StopLoss Specialists, the Statement of Claim alleged that StopLoss Specialists breached the Agreement and the representations and warranties under the Agreement with respect to invoices or accounts on three projects: (1) the Suburban Extended Stay Facility (the "<u>Suburban Project</u>"); (2) the Lee Ho Village Townhome Association (the "<u>Lee Ho Project</u>"); and (3) Fortune Property Management LLC (the "<u>Fortune Project</u>").

9. Relying on the allegations in the Arbitration, IAG asserts a general unsecured claim in an unknown amount based on "Breach of Contract, Fraud in the Inducement." The Statement

[3] The defendants in this litigation consented to this Court's jurisdiction.

of Claim, attached to the IAG Claim, alleges the claims for "Fraud in the Inducement" against only Scott Butaud and John Lewis, who are non-Debtors.

10. The Debtors deny the factual allegations asserted in Counts I – III of the Statement of Claim with respect to any alleged breach by the Debtors.

Objection

11. IAG's position throughout these Chapter 11 Cases has been that it purchased the relevant accounts receivable and thus such accounts are not property of the estates. *See* Docket No. 182 (the "IAG DIP Objection"), ¶ 40. Accordingly, IAG assumed the risk of nonpayment by virtue of purchasing the relevant accounts. It cannot now seek to recover against StopLoss Specialists in the face of diminished prospects for recovery on the accounts due to its own failure of diligence when it purchased the accounts.

12. IAG has taken the position numerous times before this Court that it owns the receivables that it purchased and the Debtors cannot collect them. The IAG Claim takes the opposite position and seeks a monetary claim against StopLoss Specialists based on a contractual repurchase obligation. If the IAG Claim were allowed, it would mean that the Debtors, not IAG, own all of their receivables and IAG would only have a general unsecured claim for the amount of the repurchase obligation. IAG is undertaking no efforts to actively collect the accounts receivable while simultaneously taking the position that it can block the Debtors from doing so. IAG must either withdraw this claim and collect the receivables, or, if it wants to pursue this clam, must act as an unsecured creditor and allow the Debtors to collect the receivables. IAG cannot have it both ways.

13. Section 502 of the Bankruptcy Code provides: "[a] claim or interest, proof of which is filed under section 501 of [the Bankruptcy Code], is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. §502(a). Section 502 also provides that "if such objection to a claim is

made, the court . . . shall determine the amount of such claim . . . and shall allow such claim in such amount, except to the extent that such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law . . . ." 11 U.S.C. §502(b). Pursuant to Bankruptcy Local Rule 3007-1(b), "[a]n objection to claim may be filed without a hearing date."

14. As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and the amount of the claim under section 502(a) of the Bankruptcy Code. *See, e.g., In re Jack Kline Co., Inc.*, 440 B.R. 712, 742 (Bankr. S.D. Tex. 2010) (holding that "a proof of claim is *prima facie* evidence of the pre-petition debt owed"); *In re Tran*, 351 B.R. 440, 444 (Bankr. S.D. Tex. 2006), *aff'd*, 369 B.R. 312 (S.D. Tex. 2007) (holding that "[a] properly filed proof of claim is *prima facie* evidence of the validity and amount of the claim."). A proof of claim loses the presumption of *prima facie* validity under Bankruptcy Rule 3001(f) if an objecting party refutes at least one of the allegations that are essential to the claim's legal sufficiency. *See In re Fidelity Holding Co., Ltd.*, 837 F.2d 696, 698 (5th Cir. 1988) ("If . . . evidence rebutting the claim is brought forth, then the claimant must produce additional evidence to prove the validity of the claim by a preponderance of the evidence.") (internal quotations omitted). Once such an allegation is refuted, the burden reverts to the claimant to prove the validity of its claim by a preponderance of the evidence. *Id.* However, despite this shifting burden during the claim objection process, "the ultimate burden of proof always rests upon the claimant." *Id.*

15. The Debtors deny the allegations in the Statement of Claim attached to the IAG Claim. In many instances, the alleged misrepresentations by the Debtors are facts that were publicly available to IAG. For example, IAG claims that the Debtors failed to disclose that the bank holding the mortgage on the Suburban Project had initiated foreclosure proceedings. Florida

is a judicial foreclosure state. This was not a secret fact held by the Debtors. Just a modicum of diligence performed by IAG would have uncovered this fact. Other allegations are just incorrect or not tied to any specific breach of contract of breach of a representation or warranty. For example, on both the Lee Ho Village project and the Fortune project, IAG alleges that the Debtors failed to filed liens against those properties. This is inaccurate. The Debtors filed a lien against Lee Ho Village. Moreover, prior to the Petition Date, StopLoss Specialists commenced an action to foreclose on the Lee Ho Village lien. *See generally StopLoss Specialists v. Pham Minh Nhat, et al.*, Cause No. 202602635, 55th Judicial District, Harris County, Texas. The Debtors also filed a lien on the Fortune project.

16. IAG does not explain how, even if the allegations in the Statement of Claim were true, any inaction by the Debtors could have been a breach. The Statement of Claim generically asserts a breach of contract but fails to state a claim tying any alleged facts to a breach of a specific clause in the agreement.

17. The IAG Claim should be disallowed because IAG has not and cannot show that the representations and warranties made in the Agreement by the Debtors were untrue at the time of the Agreement. Further, to the extent any of the allegations about withheld information in Counts I – III in the Arbitration were true, such information was publicly available to IAG. IAG cannot make a purchase, complete no due diligence, fail to diligently pursue the purchased receivables, and then disclaim assumption of risk of nonpayment when the purchase did not turn out as IAG hoped.

18. Alternatively, if the Court finds that StopLoss Specialists breached the Agreement's warranties and representations and allows the IAG Claim based on a repurchase obligation, then the subject accounts and invoices would be the property of the Debtors, and IAG

would have no ability to prevent the Debtors from using such proceeds—contrary to the position argued by IAG throughout these Chapter 11 Cases. *See* IAG DIP Objection, ¶ 40 ("Title passed to IAG and IAG II at the time each addendum was executed. These claims are not property of the estate under section 541 of the Bankruptcy Code . . .").

19. In conclusion, the Debtors respectfully request that the Court enter the Proposed Order disallowing the IAG Claim in its entirety.

Reservation of Rights

20. This Objection is limited to the grounds stated herein. Accordingly, it is without prejudice to the rights of the Debtors or any other party-in-interest to object to the IAG Claim on any grounds whatsoever. The Debtors hereby reserve the right to object in the future to the IAG Claim on any ground, and to amend, modify, and/or supplement this Objection.

21. Additionally, the Debtors specifically reserve the right to bring counterclaims relating to the IAG Claim against IAG and any other party, including without limitation under sections 510, 544, 547, and 548 of the Bankruptcy Code, and including for usury violations under federal or state law.

22. Notwithstanding anything contained in this Objection or any attached exhibits, nothing herein shall be construed as a waiver of any rights that the Debtors may have to exercise rights of setoff against the holders of such claims.

Notice

23. The Debtors will provide notice of this Objection to: (a) the U.S. Trustee; and (b) IAG. In light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and proper.

June 10, 2026

Respectfully submitted,

By: *<u>/s/ Aaron J. Power</u>*

PORTER HEDGES LLP
Aaron J. Power (TX Bar No. 24058058)
John ("Jack") Eiband (TX Bar No. 24135185)
Grecia V. Sarda (TX Bar No. 24132092)
1000 Main St., 36th Floor
Houston, Texas 77002
Telephone: (713) 226-6000
Facsimile: (713) 226-6248
apower@porterhedges.com
jeiband@porterhedges.com
gsarda@porterhedges.com

Counsel to the Debtors in Possession

Certificate of Service

I certify that on June 10, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and directed Kroll Restructuring Administration, as claims and noticing agent in these cases, to serve, as soon as possible, IAG and IAG's counsel as follows:

By e-mail: gina.hartnett@schroders.com

By e-mail: pgarrity@derbeslaw.com

By e-mail: mjb@torricellalaw.com

By US Mail: 7 Bryant Park, New York, NY 10018

/s/ Aaron J. Power
Aaron J. Power

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

	§
In re:	§ Chapter 11
	§
TM36, LLC, *et al.*	§ Case No. 26-90386 (ARP)
	§
Debtors.[1]	§ (Jointly Administered)
	§
	§
	§

ORDER SUSTAINING DEBTORS' OBJECTION TO PROOF OF CLAIM OF INSURED ADVOCACY GROUP, LLC

[Relates to Docket No. ____]

Upon the objection (the "Objection")[2] of above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order (this "Order") disallowing Proof of Claim No. 9-1 (the "IAG Claim"), filed by Insured Advocacy Group, LLC ("IAG"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. § 1408; and this Court having found that the relief requested in the Objection is in the best interests of the Debtors, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Objection and opportunity for a hearing on the Objection were appropriate; and this Court having reviewed the Objection and having heard the statements

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

[2] Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Objection.

in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Objection establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The IAG Claim is hereby disallowed in its entirety.

2. Kroll Restructuring Administration as claims, noticing and solicitation agent, is authorized and directed to update the claims register maintained in these Chapter 11 Cases to reflect the relief granted in this Order.

3. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Objection or this Order, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors; (g) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law; (h) a waiver or other adjudication of the Debtors' rights to further object to the claims that are the subject of this Order on any and all grounds, including validity, priority, or amount; or (i) a waiver, adjudication, or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law or to assert any and all rights, claims, and defenses with respect to such claims.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Objection.

5. This Order is immediately effective and enforceable upon its entry.

6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: ____________, 2026

ALFREDO R. PÉREZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
TM36, LLC, *et al.*	§	Case No. 26-90386 (ARP)
Debtors.[1]	§	(Jointly Administered)

DECLARATION OF PABLO BONJOUR
IN SUPPORT OF DEBTORS' OBJECTION TO
PROOF OF CLAIM OF INSURED ADVOCACY GROUP, LLC
[Relates to Docket No. 264]

I, Pablo Bonjour, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Restructuring Officer ("CRO") of TM36 LLC, *et. al*, the above-captioned debtors and debtors-in-possession (the "Debtors"). I am over the age of 18, competent to testify, and authorized to submit this declaration (the "Declaration") on behalf of the Debtors.

2. I am the Principal and Managing Director with the firm Veritas Restructuring Group[2] ("VRG") which has its principal office located at 717 Texas Ave., 12th Floor, Houston, TX 77002. Except as otherwise indicated, all statements in this Declaration are based on (a) my personal knowledge of the Debtors' operations and finances, (b) my review of relevant documents, including the IAG Claim[3] filed May 4, 2026, (c) information provided to me by VRG employees

[1] The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification number, are TM36, LLC (5051), StopLoss Specialists, LLC (3801), StopLoss, LLC (8840), StopLoss Response Services, LLC (3350), and StopLoss Logistics, LLC (3569). The Debtors' service address is: 716 S. Frio Street, Suite 110, San Antonio, TX 78207.

[2] Southcoast Management Group, LLC d/b/a Veritas Restructuring Group.

[3] The IAG Claim is attached hereto as **Exhibit A**.

working under my supervision, (d) information provided to me by, or discussions with, the members of the Debtors' management team or their other advisors, and (e) my opinion based upon my experience. If called to testify, I could and would testify to each of the facts set forth herein. I am not being compensated specifically for this testimony other than through payments received by VRG for my services in these cases.

3. As part of my current position, I am responsible for overseeing certain claims management and reconciliation matters. I am generally familiar with the Debtors' operations, financing arrangements, business affairs, and books and records that reflect, among other things, the Debtors' various agreements and liabilities as of the Petition Date. I have read the Debtors' *Objection to Proof of Claim of Insured Advocacy Group, LLC* [Docket No. 264] (the "Objection")[4] and make this declaration in support thereof.

4. To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate.

5. Notwithstanding this objection, I am open to engaging with IAG to reach an acceptable resolution to the IAG Claim.

The IAG Claim

6. The Debtors' professionals reviewed the Debtors' books and records, the IAG Claim, the documentation attached to the IAG Claim, and publicly available records. As a result of this investigation and reconciliation process, I have determined that the Debtors owe nothing on account of the IAG Claim because IAG purchased the accounts underlying the IAG Claim and thus assumed the risk of nonpayment. Alternatively, if the Court finds that StopLoss Specialists

[4] Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Objection.

LLC, a Debtor, breached the Agreement's (defined below) warranties and representations and allows the IAG Claim based on a repurchase obligation, then the subject accounts and invoices would be the property of the Debtors, and IAG would have no ability to prevent the Debtors from using such proceeds—contrary to the position argued by IAG throughout these Chapter 11 Cases.

7. The Debtors were party to a prepetition factoring agreement (the "Agreement") with IAG with respect to invoices on several construction and remediation projects. Under the Agreement, StopLoss Specialists factored some—but not all—of the invoices related to the covered projects.

8. IAG breached such Agreement by not paying for certain factored invoices in a timely manner, causing the Debtors to incur claims that they could not pay. StopLoss Specialists brought suit against IAG in the U.S. District Court for the Southern District of New York for breach of contract and tortious interference related to such Agreement. StopLoss Specialists voluntarily dismissed the SDNY Litigation and refiled the claims with StopLoss LLC as Adversary Proceeding No. 26-3072 before this Court.

9. On August 4, 2025, IAG commenced Case No. 01-25-0001-1844 (the "Arbitration") against StopLoss Specialists, Scott Butaud, and John Lewis before the American Arbitration Association. The IAG Claim attaches the Statement of Claim from the Arbitration as support. The Arbitration was dismissed for lack of prosecution.

10. As against StopLoss Specialists, the Statement of Claim alleged that StopLoss Specialists breached the Agreement and the representations and warranties under the Agreement with respect to invoices or accounts on three projects: (1) the Suburban Extended Stay Facility (the "Suburban Project"); (2) the Lee Ho Village Townhome Association (the "Lee Ho Project"); and (3) Fortune Property Management LLC (the "Fortune Project").

11. Relying on the allegations in the Arbitration, IAG asserts a general unsecured claim in an unknown amount based on "Breach of Contract, Fraud in the Inducement." The Statement of Claim, attached to the IAG Claim, alleges the claims for "Fraud in the Inducement" against only Scott Butaud and John Lewis, who are non-Debtors.

12. I understand that many of the factual allegations asserted in Counts I – III of the Statement of Claim are incorrect or are based on facts that were easily discoverable by IAG through basic diligence. In several instances, the alleged misrepresentations by the Debtors are facts that were publicly available to IAG. For example, IAG claims that the Debtors failed to disclose that the bank holding the mortgage on the Suburban Project had initiated foreclosure proceedings—but this was publicly available information IAG could have easily uncovered.

13. Other allegations are incorrect or not tied to any specific breach of contract or breach of a representation or warranty. For example, on both the Lee Ho Village project and the Fortune project, IAG alleges that the Debtors failed to file liens against those properties. This is inaccurate. The Debtors filed a lien against Lee Ho Village. Moreover, prior to the Petition Date, StopLoss Specialists commenced an action to foreclose on the Lee Ho Village lien. *See generally StopLoss Specialists v. Pham Minh Nhat, et al.*, Cause No. 202602635, 55th Judicial District, Harris County, Texas. The Debtors also filed a lien on the Fortune Project.

14. Further, the IAG Claim is deficient in that IAG does not explain how, even if the allegations in the Statement of Claim were true, any inaction by the Debtors could have been a breach. The Statement of Claim generically asserts a breach of contract but fails to state a claim tying any alleged facts to a breach of a specific clause in the agreement. The IAG Claim form does not remedy such shortcoming.

15. IAG's position throughout these Chapter 11 Cases has been that it purchased the relevant accounts receivable and thus such accounts are not property of the estates. *See* Docket No. 182, ¶ 40. The IAG Claim now takes the opposite position and seeks a monetary claim against StopLoss Specialists based on a contractual repurchase obligation. IAG is undertaking no efforts to actively collect the accounts receivable while simultaneously taking the position that it can block the Debtors from doing so.

16. For the reasons set forth above and in the Objection, I believe that the disallowance and expungement of the IAG Claim is appropriate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth herein are true and correct to the best of my knowledge, information and belief as of the date hereof.

Date: June 16, 2026
Houston, Texas

Respectfully submitted,

By: */s/ Pablo Bonjour*
Name: Pablo Bonjour
Chief Restructuring Officer

18477318

<u>Certificate of Service</u>

I certify that on June 16, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas, and directed Kroll Restructuring Administration, as claims and noticing agent in these cases, to serve, as soon as possible, IAG and IAG's counsel as follows:

By e-mail: gina.hartnett@schroders.com

By e-mail: pgarrity@derbeslaw.com

By e-mail: mjb@torricellalaw.com

By US Mail: 7 Bryant Park, New York, NY 10018

<u>/s/ Aaron J. Power</u>
Aaron J. Power

Exhibit A

Fill in this information to identify the case:

Debtor 1 TM36, LLC, et al

Debtor 2 (Spouse, if filing) ______

United States Bankruptcy Court for the: Southern District of Texas

Case number 26-90386

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Insured Advocacy Group, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor ______

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? ______

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Insured Advocacy Group, LLC Name	 Name
7 Bryant Park Number Street	 Number Street
New York NY 10018 City State ZIP Code	 City State ZIP Code
Contact phone ______	Contact phone ______
Contact email ______	Contact email ______

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

__ __

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) ______ Filed on ______ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? ______

Claim Number: 30

Part 2:	Give Information About the Claim as of the Date the Case Was Filed
6. **Do you have any number you use to identify the debtor?**	☑ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____
7. **How much is the claim?**	$ Unknown . **Does this amount include interest or other charges?** ☐ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. **What is the basis of the claim?**	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Breach of Contract, Fraud in the Inducement
9. **Is all or part of the claim secured?**	☑ No ☐ Yes. The claim is secured by a lien on property. **Nature of property:** ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.* ☐ Motor vehicle ☐ Other. Describe: __________ **Basis for perfection:** __________ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) **Value of property**: $__________ **Amount of the claim that is secured:** $__________ **Amount of the claim that is unsecured:** $__________ (The sum of the secured and unsecured amounts should match the amount in line 7.) **Amount necessary to cure any default as of the date of the petition:** $__________ **Annual Interest Rate** (when case was filed)______% ☐ Fixed ☐ Variable
10. **Is this claim based on a lease?**	☑ No ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $__________
11. **Is this claim subject to a right of setoff?**	☑ No ☐ Yes. Identify the property: __________

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?** A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☑ No ☐ Yes. *Check one:* **Amount entitled to priority** ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). $____________ ☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). $____________ ☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). $____________ ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). $____________ ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). $____________ ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. $____________ * Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is. **A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**	*Check the appropriate box:* ☑ I am the creditor. ☐ I am the creditor's attorney or authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct. I declare under penalty of perjury that the foregoing is true and correct. Executed on date 05/04/2026 MM / DD / YYYY Gina Hartnett (May 4, 2026 18:20:20 EDT) Signature **Print the name of the person who is completing and signing this claim:** Name: Gina Hartnett First name / Middle name / Last name Title: Manager Company: ____________ Identify the corporate servicer as the company if the authorized agent is a servicer. Address: 7 Bryant Park Number Street New York NY 10018 City State ZIP Code Contact phone ____________ Email gina.hartnett@schroders.com

AMERICAN ARBITRATION ASSOCIATION

CASE NO: 01-25-0001-1844

INSURED ADVOCACY GROUP, LLC,

Petitioner,

v.

STOPLOSS SPECIALISTS, LLC, SCOTT BUTAUD and JOHN LEWIS,

Respondents.

_______________________________________/

STATEMENT OF CLAIM

The Petitioner, INSURED ADVOCACY GROUP, LLC ("Petitioner" or "IAG"), hereby submits this statement of claim against Respondents STOPLOSS SPECIALISTS, LLC ("STOPLOSS"), SCOTT BUTAUD ("Butaud") and JOHN LEWIS ("Lewis")(collectively, "Respondents"), and alleges:

PARTIES

1. IAG is a Texas limited liability company .

2. STOPLOSS is a Georgia limited liability company whose principal place of business is located in Alpharetta, Georgia.

3. STOPLOSS provides roof repair services to various customers ("Services") in consideration in part for the customer's execution of an assignment of claims (an "AOC") or a letter of protection ("LOP") for claims that the customer may have against an insurer or other responsible party (the "Claims") for the costs incurred by the customer in connection with the applicable property damage including, but not limited to, the costs incurred by the customer to STOPLOSS the Services that they provides to the customer.

4. Each of Butaud and Lewis are officers or managers of STOPLOSS and owns a controlling interest in STOPLOSS.

THE AGREEMENT AND THE ADDENDUMS

5. STOPLOSS and IAG are parties to an August 16, 2023 First Party Claims Non-Recourse Sale and Assignment Agreement, as amended and supplemented from time to time (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit A.

6. Pursuant to the Agreement and the purchase addendums thereto (the "Addendums"), STOPLOSS agreed to sell to IAG and IAG agreed to purchase from STOPLOSS invoices reflecting amounts payable to STOPLOSS by customers for Services that STOPLOSS agreed to perform for its customers ("Invoices" or "Accounts").

7. Among the Invoices that STOPLOSS agreed to sell to IAG and which IAG agreed to purchase from STOPLOSS are the Invoices set forth in Addendum Nos. 3-A, 3-B and 3-C which are attached hereto as Exhibit B. Each of those Invoices (hereinafter the "Suburban Invoices") were for work that STOPLOSS represented and warranted to IAG it had been contracted to perform by a Suburban Extended Stay facility to repair property damage at the facility that was allegedly covered by property insurance.

8. Also among the Invoices the STOPLOSS agreed to sell to IAG and which IAG agreed to purchase from STOPLOSS are the invoices set forth in Addendum Nos. SLS-5A and SLS-5B which are attached as Exhibit C. Each of those Invoices (hereinafter the "Lee Ho Invoices") were for work that STOPLOSS represented and warranted to IAG it had been contracted to perform by the Lee Ho Village Townhome Association to repair property damage that was allegedly covered by property insurance.

9. Finally, among the Invoices the STOPLOSS agreed to sell to IAG and which IAG

agreed to purchase from STOPLOSS are the invoices set forth in Addendum Nos. SLS-6A-6E and SLS-7A which are attached as Exhibit D. Each of those Invoices (hereinafter the "Fortune Invoices") were for work that STOPLOSS represented and warranted to IAG it had been contracted to perform by Fortune Property Management LLC to repair property damage that was allegedly covered by property insurance.

10. Pursuant to Article 3.1.11 of the Agreement, STOPLOSS represented and warranted that none of the Accounts set forth in any of the Addendums was subject to any defense "which will preclude [IAG] from collecting" any of the Accounts set forth in the Addendums.

11. Pursuant to Article 3.1.16 of the Agreement, STOPLOSS represented and warranted that the "due diligence information supplied by [STOPLOSS] to [IAG] . . . concerning the Accounts [sold to IAG] is true, complete and accurate and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading."

12. Pursuant to Article 3.1.12 of the Agreement, STOPLOSS represented and warranted that none of the Accounts that STOPLOSS was selling to AIG were "subject to any obligations or fees of any kind owed to any third parties, unless otherwise disclosed to [IAG]."

13. Article 7.1 of the Agreement provides that in the event STOPLOSS is in breach of any warranty or representation related to any Account that STOPLOSS was selling to IAG, IAG has the right to require that STOPLOSS repurchase that Account.

14. For purposes of the Agreement, both Butaud and Lewis are designated representatives of STOPLOSS.

15. The Agreement provides that as the designated representatives of STOPLOSS, each of Lewis and Butaud are personally bound by all of the terms of the agreement that apply to STOPLOSS.

16. All conditions precedent to the filing of the claims set forth herein have been performed, have occurred, or have been waived.

BASIS OF JURISDICTION OF THE AMERICAN ARBITRATION ASSOCIATION

17. Pursuant to Addendum 6-A, attached hereto as part of Exhibit D, STOPLOSS and IAG amended the Agreement itself to include the following language in Section 9.1.3 of the Agreement:

> Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

18. Thus, all of the claims that IAG is asserting herein are subject to mandatory arbitration with the American Arbitration Association.

COUNT I - BREACH OF WARRANTIES AND REPRESENTATIONS REGARDING SUBURBAN

19. IAG adopts and incorporates the allegations in Paragraph Nos. 1-7 and 10 through 18 as if fully set forth herein.

20. With regard to the Suburban Invoices, STOPLOSS deliberately failed to disclose to IAG that at the time STOPLOSS was selling the Suburban Invoices to IAG, J&K SAI Hospitality, LLC ("J&K"), the owner of the property where STOPLOSS was performing services (the "Subject Property"), had defaulted on a mortgage on the Subject Property and that the lender had commenced a foreclosure action against the Subject Property. As a result of the pending

foreclosure, the ability of STOPLOSS to actually collect on the Suburban Invoices was seriously compromised. In fact, J&K's lender has since foreclosed on the Subject Property thereby jeopardizing any lien that STOPLOSS had on the Subject Property.

21. At the time it sold the Suburban Accounts to IAG, STOPLOSS also failed to disclose to IAG that STOPLOSS had failed to pay its subcontractors, thereby further jeopardizing the collectability of the Suburban Accounts.

22. Had IAG been aware of the above omitted facts regarding the Suburban Accounts, it would not have purchased those Accounts.

23. In view of STOPLOSS's breach of its warranties and representations regarding the Suburban Accounts, IAG demanded and continues to demand that STOPLOSS repurchase the Suburban Accounts from IAG at the repurchase price of $7,272,290.33 established under the Agreement and the Suburban Addendums (the "Suburban Repurchase Price").

24. In addition to the Suburban Repurchase Price, pursuant to the applicable law of the State of Texas, under Texas Statute Section 38.001, IAG is entitled to recover the attorney's fees, costs, and expenses it has incurred and continues to incur in enforcing its rights under the Agreement.

25. IAG has been required to retain the services of the undersigned counsel to enforce its rights under the Agreement and has agreed to pay it a reasonable fee.

WHEREFORE, Petitioner, INSURED ADVOCACY GROUP LLC, respectfully requests that this Court enter judgment against Respondents, STOPLOSS SPECIALISTS, LLC, SCOTT BUTAUD and JOHN LEWIS, jointly and severally, for compensatory damages, pre- and post-judgment interest, attorney's fees, costs, expenses and any and all such further relief as the Arbitrator deems just and proper.

<u>COUNT II - BREACH OF AGREEMENT REGARDING LEE HO</u>

26. IAG adopts and incorporates the allegations in Paragraph Nos. 1 through 6, 8 and 10 through 18 as if fully set forth herein.

27. With regard to the Lee Ho Invoices, STOPLOSS breached the Agreement and its representations and warranties under the Agreement by failing to secure a contract with the owner of the subject property in its own name, by failing to pay its subcontractors and by failing to timely file its own mechanic's lien against the subject property.

28. In view of STOPLOSS's breach of the Agreement and its representations and warranties regarding the Lee Ho Accounts, IAG demanded and continues to demand that STOPLOSS repurchase the Lee Ho Accounts from IAG at the repurchase price of $1,029,271.13 established under the Agreement and the Lee Ho Addendums (the "Lee Ho Repurchase Price").

29. In addition to the Lee Ho Repurchase Price, pursuant to the applicable law of the State of Texas, under Texas Statute Section 38.001, IAG is entitled to recover the attorney's fees, costs, and expenses it has incurred and continues to incur in enforcing its rights under the Agreement.

30. IAG has been required to retain the services of the undersigned counsel to enforce its rights under the Agreement and has agreed to pay it a reasonable fee.

WHEREFORE, Petitioner, INSURED ADVOCACY GROUP LLC, respectfully requests that this Court enter judgment against Respondents, STOPLOSS SPECIALISTS, LLC, SCOTT BUTAUD and JOHN LEWIS, jointly and severally, for compensatory damages, pre- and post-judgment interest, attorney's fees, costs, expenses and any and all such further relief as the Arbitrator deems just and proper.

<u>COUNT III - BREACH OF AGREEMENT REGARDING FORTUNE</u>

31. IAG adopts and incorporates the allegations in Paragraph Nos. 1 through 6, and 9 through 18 as if fully set forth herein.

32. With regard to the Fortune Invoices, STOPLOSS breached the Agreement and its representations and warranties under the Agreement by failing to pay its subcontractors and by failing to timely file its own mechanic's lien against the subject property.

33. In view of STOPLOSS's breach of the Agreement and its representations and warranties regarding the Fortune Accounts, IAG demanded and continues to demand that STOPLOSS repurchase the Fortune Accounts from IAG at the repurchase price of $1,463,717.71 established under the Agreement and the Fortune Addendums (the "Fortune Repurchase Price").

34. In addition to the Fortune Repurchase Price, pursuant to the applicable law of the State of Texas, under Texas Statute Section 38.001, IAG is entitled to recover the attorney's fees, costs, and expenses it has incurred and continues to incur in enforcing its rights under the Agreement.

35. IAG has been required to retain the services of the undersigned counsel to enforce its rights under the Agreement and has agreed to pay it a reasonable fee.

WHEREFORE, Petitioner, INSURED ADVOCACY GROUP LLC, respectfully requests that this Court enter judgment against Respondents, STOPLOSS SPECIALISTS, LLC, SCOTT BUTAUD and JOHN LEWIS, jointly and severally, for compensatory damages, pre- and post-judgment interest, attorney's fees, costs, expenses and any and all such further relief as the Arbitrator deems just and proper.

<u>COUNT IV – FRAUD IN THE INDUCEMENT (against Butaud and Lewis)</u>

36. IAG adopts and incorporates the allegations in Paragraph Nos. 1 through 18, 20

through 21, 27 and 32 as if fully set forth herein.

37. Each of Butaud and Lewis fraudulently induced IAG to purchase the Suburban Accounts, the Lee Ho Accounts and the Fortune Accounts by making the misrepresentations set forth above to IAG and/or by deliberate failing to disclose to IAG material information regarding the Suburban Accounts, the Lee Ho Accounts and the Fortune Accounts.

38. IAG would not have purchased the Suburban Accounts, the Lee Ho Accounts or the Fortune Accounts absent the misrepresentations or Butaud and Lewis and absent their deliberate failures to disclose material information regarding the Suburban Accounts, the Lee Ho Accounts and the Fortune Accounts.

39. Each of Butaud and Lewis knew that IAG was unaware of the undisclosed material information regarding the Suburban Accounts, the Lee Ho Accounts and the Fortune Accounts.

40. It was reasonable for IAG to have been unaware of the undisclosed material information regarding the Suburban Accounts, the Lee Ho Accounts and the Fortune Accounts.

41. Each of Butaud and Lewis knew that the aforementioned fraudulent misrepresentations and deliberate failures to disclose material information would induce IAG to purchase the Suburban Accounts, the Lee Ho Accounts or the Fortune Accounts.

42. As a result of the aforementioned fraudulent misrepresentations and deliberate failures to disclose material information on the part of Butaud and Lewis, IAG has suffered compensatory damages.

WHEREFORE, Petitioner, INSURED ADVOCACY GROUP LLC, respectfully requests that this Court enter judgment against Respondents, SCOTT BUTAUD and JOHN LEWIS, jointly and severally, for compensatory damages, pre- and post-judgment interest, costs, expenses and any and all such further relief as the Arbitrator deems just and proper.

Respectfully submitted,

TORRICELLA LAW, PLLC
Attorneys for Petitioner
Town Center One, Suite 2201
8950 Southwest 74th Court
Miami, Florida 33156
Telephone (305) 677-7644
Facsimile (844) 807-3207

By: /s/ Maurice J. Baumgarten
Maurice J. Baumgarten
Fla. Bar No. 525324
MJB@torricellalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I caused a true and correct copy of the foregoing Statement of Claim to be served via electronic mail on this 4th day of August 2025 to all counsel of record.

By: s/ Maurice J. Baumgarten
Maurice J. Baumgarten

EXHIBIT

"A"

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FIRST PARTY CLAIMS
NON-RECOURSE SALE AND ASSIGNMENT AGREEMENT

This First Party Claims Non-Recourse Sale and Assignment Agreement ("**Agreement**") is entered into as of August 16, 2023 (the "**Effective Date**"), by and between StopLoss Specialists, LLC ("**Seller**") and Insured Advocacy Group, LLC ("**Buyer**") (each, individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS:

WHEREAS, Seller operates a Services business located in the state of Georgia; and

WHEREAS, Seller has provided, among other ancillary and related services, property damage services to various Customers ("**Services**") in consideration for, in part, Customer's execution of documentation required by this Agreement including, but not limited to, an assignment of benefits and claims (the "**AOC**"), in a form substantially similar to **Exhibit A** hereto, which AOC shall give Seller the right to be reimbursed for the Services directly from the party or parties responsible for payment for the Services; and

WHEREAS, Seller has claims or potential claims pending resolution against various Responsible Parties relating to claims of the Customers for which the Services were provided; and

WHEREAS, Seller is willing to assign, transfer, and sell to Buyer all of its right, title and interest in and to each Account Balance secured by an AOC, for the Accounts listed on the Schedule of Accounts, attached hereto as **Exhibit B**; and

WHEREAS, Buyer desires to have the option to purchase the Account Balances secured by an AOC, with respect to one or more of the Accounts listed on the Schedule of Accounts attached hereto as **Exhibit B**, and to accept the assignment of the Right to each Account Balance and Rights set forth in each AOC and herein with respect to the Accounts that Buyer elects to purchase; and

WHEREAS, Seller's representative countersigning this Agreement below, as additional consideration for Buyer's covenants, agrees to be bound by the terms of this Agreement that are applicable to Seller's representative:

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, Seller and Buyer agree as follows:

ARTICLE ONE
DEFINITIONS AND TERMS

1.1 Definitions. For purposes of this Agreement, the following terms are defined as set forth in this Article 1.1 or in the provisions of this Agreement to which reference is made in this Agreement, including any exhibits or attachments to it. All references to a Recital, Article, or Section are to a Recital, Article, or Section of this Agreement, unless otherwise indicated, and all references to a Schedule, or an Exhibit or an Attachment are made a part of this Agreement, unless otherwise indicated.

1.1.1. **"Account"** means the record-keeping account established by Seller which the Seller has established for each Customer to evidence the amount owed to Seller for Services. In addition, where applicable, "Account" shall have the same meaning as that given to such term under revised Article 9, Part 1, of the Uniform Commercial Code, as

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adopted by the State whose law is applicable to the transfer of the relevant Account as provided in Section 9.1.1 of this Agreement.

1.1.2 "**Account Balance**" means the net amount payable to Seller on each individual Account by a Person, Account Obligor or Responsible Party for the Services, as adjusted by all applicable reductions and deductibles, secured by the AOC, that Buyer elects to purchase. Notwithstanding the foregoing, in no event shall an Account Balance have any meaning that results in Buyer being entitled to or having rights in any amount less than that to which Seller is entitled from any Person, Customer, Account Obligor or Responsible Party.

1.1.3 "**Account Document**" means any agreement, instrument, or other document in the possession or within the control of Seller evidencing or delivered in connection with an Account or an AOC.

1.1.4 "**Account Listing**" means such basic information regarding the Accounts, in an electronic or other format, which Seller may have in its possession, as is customary for transactions such as the transactions contemplated by this Agreement including, but not limited to, the information detailed in the Schedule of Accounts attached hereto as **Exhibit B.**

1.1.5 "**Account Obligor**" means any Person who, directly or indirectly, is obligated for the payment of all or any portion of the Account Balance secured by the AOC. In addition, where applicable, "Account Obligor" shall have the same meaning as that given to the term "Account Debtor" under revised Article 9, Part 1, of the Uniform Commercial Code, as adopted by the State whose law is applicable to the transfer of the relevant account as provided in Section 9.1.1 of this Agreement

1.1.6 "**Affiliate**" or "**Affiliated**" means, as to an individual, anyone employed by Seller or an officer or director of Seller and, as to an entity, any entity that is controlled by any person or entity that also, directly or indirectly, controls, has the right to control or has the right to participate in the control of Seller.

1.1.7 "**Agreement**" means this First Party Claims Non-recourse Sale and Assignment Agreement, including all Schedules and Exhibits hereto, as it may be renewed, extended, restated, amended, or supplemented from time to time.

1.1.8 "**Assignment**" means an Assignment executed by Seller, attached hereto in substantially the same form of **Exhibit D**, and delivered to Buyer evidencing the assignment and sale with respect to the Selected Accounts, the Account Balances, the AOCs and any related documents entered into prior or subsequent to the Closing Date.

1.1.9 **"Assignment of Benefits"** means the assignment and transfer to the Seller of all rights, benefits, and claims that a Customer has against one or more Responsible Parties.

1.1.10 "**Authorization**" is defined as set forth in Section 3.1.2.

1.1.11 "**Closing**" means the consummation of transactions contemplated by this Agreement between Buyer and Seller.

1.1.12 "**Closing Date**" means the date on which Buyer purchases the Accounts by completing all conditions precedent as described herein, such date also being shown on the Closing Statement.

1.1.13 "**Cut Off Date**" means 12:00 A.M. thirty (30) calendar days prior to the Closing Date.

1.1.14 "**Eligible Account**" means an Account that meets Buyer's criteria for purchase, as established by Buyer and communicated to Seller and which Account

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shall not include any of the following: any Account related to (i) flood claims, (ii) force-placed policy claims, (iii) claims in which the carrier voluntarily or involuntarily is placed into receivership, bankruptcy or reorganization, (iv) claims with exclusions for the type of services rendered, (v) mandatory preferred vendor claims,(vi) claims that exceed policy limits, (vii) claims partially or entirely applied to the deductible, (viii) claims with defective AOBs, and (ix) claims in which the homeowner fails or failed to cooperate with respect to matters other than the collectability of such Account, (x) claims in respect of which there has been commenced any existing Litigation at the time of execution of an AOC, Assignment and/or Schedule of Accounts, unless as to this item (xi) Buyer has expressly approved same, in writing.

1.1.15 "**Individual Account Purchase Price**" means the price paid for each specific Account Balance and related AOC.

1.1.16 "**Law**" means any applicable statute, law, treaty, ordinance, rule, regulation, Order, writ, injunction, decree, or judgment of any governmental authority.

1.1.17 "**Letter of Protection**" means that agreement entered between Seller and the counterparty to the AOCs with respect to such AOCs, in the form provided by Buyer.

1.1.18 "**Litigation**" means any action, proceeding, claim, lawsuit, arbitration, audit, hearing, or investigation commenced, brought, or conducted, by or before, or otherwise involving, any Responsible Party or any third party.

1.1.19 "**Services**" is defined as set forth in the Recitals.

1.1.20 "**Obligations**" means, only when capitalized in this Agreement, all monetary and non-monetary duties owed by Seller to Buyer under this Agreement; otherwise, the non-capitalized term shall be given its common meaning.

1.1.21 "**Order**" means any order, award, decision, decree, injunction, judgment, ruling, subpoena, or verdict issued, made, or rendered by any court or governmental authority.

1.1.22 "**Customer**" means the individual or individuals to whom Seller provided Services and from whom Seller accepted an AOC.

1.1.23 "**Person**" means any individual, corporation, partnership, joint venture, limited liability company, trust, governmental authority, or other entity.

1.1.24 "**Responsible Party**" **and** "**Responsible Parties**" means any individual or entity or group thereof who is or may be liable to a customer for the costs incurred by the Customer in connection with the Services provided by Seller.

1.1.25 "**Purchase Price**" the Purchase Price shall be the percentage of Portfolio Receivable payable at Closing by Buyer to Seller, and as further defined in the Purchase Addendum.

1.1.26 "**Right**" means any legal and equitable right, remedy, power, privilege, or benefit.

1.1.27 "**Schedule of Accounts**" means a portfolio of Account Balances being purchased by Buyer.

1.1.28 **"Subsidiary"** means any entity whose voting stock or equity interests is more than 25% controlled by Seller or by any director, officer or employee of Seller or which entity otherwise is under the direct or indirect control of Seller.

1.1.29 "**UCC**" including any sectional reference to the UCC in this Agreement, means the Uniform Commercial Code as adopted by the State whose law is applicable to the transfer of the relevant Account as provided in Section 9.1.1 of this Agreement.

1.1.30 "**Wire Transfer**" means the instructions for the wire transferring of the Purchase Price to Seller, as set forth on the Closing Statement.

1.2 Number and Gender of Words. Whenever in this Agreement the singular number is used, the same shall include the plural, where appropriate, and vice versa, and words of any gender shall include each other gender, where appropriate.

1.3 Recitals. The Recitals shall be considered an integral part of and are expressly incorporated into this Agreement.

ARTICLE TWO
PURCHASE AND SALE OF THE ACCOUNTS

2.1 Agreement of Purchase and Sale. Buyer shall have the option, in its sole and absolute discretion, to purchase one or more of the Accounts and Account Balances (together with the applicable AOCs) listed on the Schedule of Accounts attached hereto as **Exhibit B** from Seller (the "**Selected Accounts**" and each a "**Selected Account**"), and Seller agrees to sell all Rights, title and interest in and to the Selected Accounts on the Closing Date. The Selected Accounts, Account Balances and related AOCs, will be sold to Buyer by Seller free and clear of any lien, encumbrance, security interest, or other restrictions of any kind or type.

2.2 Subject to any adjustments set forth in any Purchase Addendum attached to this Agreement as **Exhibit C**, the Purchase Price shall be paid on the Closing Date for the Selected Accounts which shall be listed on the Schedule of Accounts, attached hereto as **Exhibit B**.

2.2.1 Pre-Closing Adjustments. The Purchase Price for each Selected Account is subject to adjustment to reflect: (i) the actual Current Balance due as of the Cut-Off Date (e.g., deductions for unapplied contractual adjustments/write-offs, partial payments or unreported payments received before the Cut-Off Date), as agreed by Buyer and Seller or (ii) any Selected Account that Buyer determines, in its sole and absolute discretion, not to purchase prior to Closing.

2.3 Closing. The Closing will be effective on the Closing Date reflected of the Agreement, as well as each Purchase Addendum, or at such other time mutually agreed to by the Parties. The following actions related to the sale will be taken by Seller and Buyer on or subsequent to the Closing Date:

2.3.1 On the Closing Date, Buyer and Seller will execute the Master Purchase Agreement and any applicable assignments for individual Selected Accounts, if any; and

2.3.2 Upon the full execution of the Master Purchase Agreement, Buyer shall pay to Seller on or before 5:00 p.m. (EST) on the Closing Date the Purchase Price for the Selected Accounts purchased by Buyer. The Purchase Price shall be paid to Seller in immediately available funds in United States Dollars by wire transfer in accordance with the Wire Transfer Instructions.

2.4 Payments Received.

2.4.1 Although all Account Balance payments are expected to be made to the Buyer, in the event Seller receives credits, payments or other consideration distributed or paid by or on behalf of a Customer with respect to any Selected Account, Seller shall report such payments to Buyer and, within forty eight (48) hours of receipt, shall follow the instruction of Buyer to either (i) pay over and/or deliver such payments to Buyer via wire transfer, or (ii) endorse the checks received for

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payment over to Buyer and forward such checks to Buyer. Seller shall provide Buyer with a monthly report, certified as true and accurate by Seller scheduling (i) all collections received from the Selected Accounts purchased by Buyer and (ii) all payments made to Buyer.

2.4.2 If Seller receives any payment made by or on behalf of an Account Obligor, Responsible Party or Customer on or after the Cut Off Date in connection with any Selected Account, Seller shall be deemed to have received such payment in trust for Buyer and immediately shall surrender and deliver such payment to Buyer.

2.5 Payment on Accounts Balances. Subject to the limitations and conditions described in this Agreement, Seller authorizes Buyer to accept receipt of and endorse in Seller's name each payment made by an Account Obligor, Responsible Party or Customer for the purpose of depositing payments for each Selected Account. All such payments shall be the property of Buyer, except to the extent otherwise set forth herein.

2.6 Detailed Reporting. Seller shall provide to Buyer detailed reports as often as Buyer may reasonably require to determine the continued collectability of all Account Balances purchased pursuant to this Agreement.

ARTICLE THREE
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. As of the date of this Agreement and as of the Closing Date, Seller represents and warrants to Buyer as follows:

3.1.1 Seller is a duly organized, validly existing company in good standing under the Laws of the State of Florida and Georgia with full power and authority to enter into this Agreement, to sell the Accounts, and to carry out the terms and provisions hereof.

3.1.2 Seller has the power and authority and all licenses and permits ("**Authorization**"), if any, required by governmental authority to carry on its business as now being conducted and to provide the Services which generated the Accounts and Account Balances. All such Authorizations were in full force and effect at time the Services which generated the Accounts and Account Balances were provided and remain in full force and effect as of the Closing Date.

3.1.3 Each of Seller's employees, contractors and agents have all licenses and permits required by Law, if any, to perform the Services which generated the Accounts and Account Balances for which their services are included in the Account Balance of each Account being sold. All such licenses and permits were in full force and effect at time the Services that generated the accounts and Account Balances were provided and to the best of Seller's knowledge remain in full force and effect as of the Closing Date.

3.1.4 The execution and delivery of this Agreement and the performance hereunder have been duly authorized by all necessary action on the part of Seller and no provision of applicable Law or regulation or the charter or bylaws of Seller or any agreement, judgment, injunction, Order, decree, or other instrument binding upon Seller is or will be contravened by Seller's execution and delivery of this Agreement or Seller's performance hereunder.

3.1.5 No Authorization, consent, approval, license, qualification, or formal exemption from, nor any filing, declaration, or registration with, any governmental agency or regulatory authority or any other body is required to be obtained by Seller, in connection with the execution, delivery or performance by Seller of this Agreement.

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3.1.6 Seller has good and marketable title to each Account and Account Balance being sold hereunder and each Account and Account Balance is being transferred free and clear of any lien, claim or encumbrance. Each Account and Account Balance (and any resulting Selected Account) is an Eligible Account.

3.1.7 Seller has good and marketable title to each AOC, being sold hereunder and each AOC, shall be transferred free and clear of any lien, claim or encumbrance.

3.1.8 Seller has obtained consent and/or approval, to the extent that any consent and/or approval is required, to assign sell and transfer the Accounts the Account Balances and the related AOC's being sold and assigned.

3.1.9 Seller hereby acknowledges and represents that the sales of the Selected Accounts, the Account Balances and the related AOC's to Buyer hereunder: (i) are not made in contemplation of the insolvency of Seller, (ii) are not made with the intent to hinder, delay or defraud the creditors of Seller, (iii) have been approved by an officer of Seller with the authority to approve the sale of Accounts, (iv) will be recorded in the records of Seller, and (v) represent bona fide and arm's length transactions undertaken for adequate consideration in the ordinary course of business. Further, no Customer is either an officer, director, or member of, or Affiliated with Seller.

3.1.10 Each of the Accounts and Account Balances has been originated, maintained, and serviced by Seller in compliance with all applicable local, state, and federal laws.

3.1.11 The Accounts, Account Balances, and the related AOCs are not subject to any claimed defense not previously disclosed to Seller or not actually known by Seller prior to the date of this Agreement, including but not limited to any defense or declination of coverage due to lack of insurance coverage, exhaustion of benefits, application of deductibles, violation of any releases or settlements, or any other similar defense which will preclude Buyer from collecting the Accounts and Account Balances.

3.1.12 None of the Accounts, Account Balances or related AOCs sold to Buyer are subject to any obligations or fees of any kind owed to any third parties, unless otherwise disclosed to Buyer herein.

3.1.13 All representations and warranties contained in this Section 3 shall survive the Closing and the execution and delivery of any documents at or in connection with the Closing.

3.1.14 All signatures of Customers on all AOCs are valid (signed and executed by all insureds and/or authorized individuals) original signatures of such Customers and represent true and knowing assignments made by Customers to Seller.

3.1.15 Seller has given proper, timely, valid, and effective proof of notice, pursuant to applicable statutes, to each Responsible Party related to each Account, Account Balance and AOC and has complied with all other conditions precedent to the recovery of each such Account Balance.

3.1.16 The due diligence information supplied to Buyer by Seller (or Seller's agent or Broker) concerning the Accounts and Account Balances to be sold to Buyer hereunder, including but not limited to Account Listings, Account Documents, and balances due on the Accounts, Account Balances being sold, and the existence of AOCs, is true, complete, and accurate and does not and will not omit to state a material fact necessary to make the statements contained therein not misleading.

3.1.17 This Agreement constitutes a legal, valid, and binding obligation of the Parties and is enforceable against each Party in accordance with its terms.

3.1.18 This Agreement constitutes a valid sale, transfer and assignment to Buyer of all Right, title and interest of such Seller in the Selected Accounts, the Account Balances, and the related AOCs, conveyed to Buyer by Seller and the proceeds thereof, and following such sale, Buyer will have good and marketable title to each Account, Account Balance, and related AOC, free and clear of any encumbrance of any kind or type.

3.1.19 Seller represents and warrants that Seller has all necessary legal and contractual Rights to pursue collection on all Accounts and against all Customers, and that there are no contractual restrictions, written or oral, or other restrictions of any kind between Seller and any Customer, other than to the extent set forth in the AOCs.

3.1.20 Seller represents and warrants that Seller has all necessary legal and contractual Rights to sell the Accounts and the Account Balances to Buyer and that there are no restrictions to such sale, including but not limited to contractual requirements in any other contract or agreement with Customer, or any Customer's attorney, or any other entity, including but not limited to any lender, that would prohibit the sale of the Accounts or the Account Balances to Buyer.

3.1.21 Seller shall retain all liability for all actions and events of any kind which occurred regarding any Account or Account Balance prior to the Closing Date.

3.1.22 Seller shall provide any and all required support reasonably requested by Buyer, including documents, Account Documents, live testimony in Court or depositions, and reports and memoranda necessary or desirable, in order to prove the Services and collect the Account Balances.

3.1.23 Seller has not failed to file any claim in any of the Account Balances being purchased by Buyer, with any Responsible Party, and any claim numbers or case numbers provided to Buyer are true and correct.

3.1.24 Seller hereby declares that it has performed, rendered, and completed provision of all Services reflected in the Account Balances, and that such Services are not subject to any defense of fraud or misrepresentation committed by Seller, alone or in conjunction with others.

3.1.25 The Accounts and Account Balances being offered for sale have not been adversely selected and are a fair and consistent representation of the Accounts and Account Balances generated by Seller in the normal course of business and that Seller is unaware of any characteristics as to any Account or Account Balance being sold that would nullify or make this warranty untrue.

3.1.26 No prior payments have been made with respect to any of the Selected Accounts, except as specifically shown and identified individually by Seller in a supplemental schedule of Partial Payments attached herein or included in the list of Selected Accounts; no claim with respect to any of the Selected Accounts has previously been denied (unless disclosed in writing to Buyer), and none of the claims with respect to the Selected Accounts are based in whole or in part on any fraud or misrepresentation on the part of Seller.

3.1.27 Seller has complied with all applicable Laws, regulations and rules relevant to the assignment of the AOCs and the Selected Accounts, including, but not limited to, F.S.A. Section 627.7152.

3.1.28 Seller has obtained a Letter of Protection with respect to all AOCs and

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Account Balances, in a form satisfactory to Buyer.

3.2 Representations and Warranties of Buyer. As of the date of this Agreement and as of the Closing Date, Buyer represents and warrants to Seller as follows:

3.2.1 Authorization by Buyer. Buyer is duly organized, validly existing, and in good standing under the Laws of the State of Texas with all requisite power and authority to purchase and own the Accounts and the Account Balances, and to carry on its business as now being conducted, and to execute, deliver, and perform this Agreement and any other documents related thereto to which it is a Party and to consummate the transactions contemplated hereby. Buyer is or will be qualified to do business in Louisiana as a corporation and is or will be in good standing in Louisiana, as may be required by law.

3.2.2 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not and will not contravene, conflict with, or result in any violation of or default under any provision of the articles of incorporation, bylaws, or other organizational documents of Buyer, any resolution adopted by the members, managers, officers, directors or representatives (or other constituent group) of Buyer, or any mortgage, indenture, lease, loan or credit agreement, or other contract, applicable Law, or governmental approval applicable to Buyer, or any of the properties of Buyer, or any Order which affects or binds Buyer. No additional governmental approval and no consent or approval of any other Person is required on the part of Buyer in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE FOUR
CONDITIONS PRECEDENT

4.1 Conditions Precedent to Obligations of Seller. The obligations of Seller with respect to actions to be taken at the Closing are subject to the satisfaction, or waiver by Seller, at or prior to the Closing of the following conditions:

4.1.1 Representations and Warranties; Performance of Obligations. All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date; and each and all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date, shall have been duly complied with and performed in all material respects.

4.1.2 No Litigation. No Litigation shall have been instituted or threatened to restrain or prohibit the transactions contemplated hereby and no Governmental Authority shall have taken any other action or made any request of Seller as a result of which Seller reasonably deems it inadvisable to proceed with the transactions hereunder.

4.2 Conditions Precedent to Obligations of Buyer. The obligations of Buyer with respect to actions to be taken at the Closing are subject to the satisfaction, or waiver by Buyer, at or prior to the Closing of all the following conditions:

4.2.1 Representations and Warranties; Performance of Obligations. All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date and where applicable throughout the term of this Agreement, and each and all of the terms, covenants, and conditions of this Agreement to be complied with and performed by Seller shall have been performed or complied with by Seller on or before the Closing Date.

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ARTICLE FIVE
INDEMNIFICATION

5.1 Seller's Indemnification of Buyer. Seller agrees to, and does hereby, indemnify, defend, and hold Buyer, each Affiliate, predecessor, successor, assign, parent company, officer, director, employee, agent, and attorney of Buyer harmless from and against any claims, actions, suits, or other actual or threatened proceedings, and all losses, judgments, damages, expenses, or other costs (including reasonable counsel fees and disbursements of counsel) incurred or suffered by Buyer by reason of: (i) negligence, willful misconduct, or violation of any applicable Law, representation, warranty, or covenant provided in this Agreement by Seller (or each Affiliate, Subsidiary, parent, employee, or agent)**)** as a consequence of, or otherwise in connection with, Seller's actions or omissions (or the actions or omissions of Seller's Affiliates, Subsidiaries, officers, directors, employees, representatives or agents) in connection with the origination, servicing, collection, and handling of the Selected Accounts, the Account Balances and the related AOCs, (ii) any claim or claims against Buyer whether by statute, contractual restriction or otherwise, limiting the right of Seller to agree to the rights assigned, transferred or sold to Buyer under this Agreement, arising out of, or in connection with, in any way, F.S.A. Section 627.7152, any acts or omissions of any party, including, but not limited to, Seller, and (iii) arising out of or in connection with any Account or Account Balance (and any resulting Selected Account) not being an Eligible Account. For purpose of clarification and to avoid doubt, this indemnification from Seller to Buyer shall extend to all acts or failure to act by or on behalf of Seller prior to the Closing, and all acts or failure to act by or on behalf of Seller which may occur subsequent to the Closing in any way relating to the Selected Accounts, the Account Balances and the related AOCs.

ARTICLE SIX
ABSOLUTE ASSIGNMENT AND SALE

6.1 Seller intends that its transfer and assignment under this Agreement shall constitute an absolute assignment and sale of the Selected Accounts, the Account Balances and the associated AOCs, from Seller to Buyer and shall provide Buyer with the full benefits of ownership of the Selected Accounts, the Account Balances, and the associated AOCs. After the Closing Date, the beneficial interest in, and title to, the Selected Accounts, the Account Balances, and the associated AOCs, conveyed by this Agreement shall not constitute, under any applicable bankruptcy or non-bankruptcy laws, property, or interests in property of the Seller.

6.2 Seller shall treat Buyer's purchase of the Selected Accounts as a "true sale" on its federal tax return and under GAAP.

6.3 Notwithstanding the foregoing, Buyer shall be entitled to, and each Seller hereby authorizes, or as may be appropriate, ratifies, the filing by Buyer of an initial Uniform Commercial Code ("**UCC**") financing statement in order to both duly perfect Buyer's rights in the Account Balances and AOCs purchased under this Agreement ("Collateral"), in the event the transactions contemplated hereunder are characterized as a financing transaction as opposed to a true sale.

6.4 In recognition of the Buyer's rights in the Collateral, Seller shall not be entitled to, and Buyer shall not be required to file, any UCC financing statement terminating or satisfying Buyer's security interest in the Collateral unless and until Buyer has received the full benefit of its rights hereunder. A complete termination shall require Buyer to provide a full and complete general release of all claims of any kind against Buyer. Seller understands that this provision constitutes a waiver of its rights under §9-513 of the UCC.

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ARTICLE SEVEN
BUYER REPURCHASE REQUIREMENT

7.1 Seller's Obligation to Repurchase. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to: (a) provide notice to Seller of such breach and afford the Seller five (5) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies; or (b) require, with no opportunity or right to cure, that Seller repurchase any Selected Account, Account or Account Balance from Buyer for the Purchase Price.

7.2 Notification. Buyer shall notify Seller in writing of the circumstances which Buyer has discovered which give rise to Buyer's right to require Seller to repurchase any Selected Account or Account Balance. Seller shall have five business (5) days from receipt of written notification from Buyer, to consummate the repurchase and refund the Purchase Price. Seller's failure to timely repurchase any Selected Account shall constitute an event of default.

7.3 Return of Selected Accounts. In addition to the above rights of Buyer, in the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right to return any Selected Account to Seller in exchange for the applicable portion of the Purchase Price, or in Buyer's sole discretion, Buyer may allow Seller to replace a Selected Account with another Account from Seller with a substantially equivalent Account Balance. Except as set forth in this Article Seven, Buyer's purchase of the Selected Accounts shall be without recourse and Buyer assumes the risk of partial or complete non-collectability of any Selected Account.

ARTICLE EIGHT
DEFAULT

8.1 Events of Default. The following events will constitute an event of default ("Event of Default") hereunder: (a) Seller defaults in the payment of any obligations, in the performance of any provision hereof or of any other agreement now or hereafter entered into with Buyer, (b) any warranty or representation contained herein proves to be false in any way, howsoever minor, (c) Seller or any guarantor of the Obligations becomes subject to any debtor-relief proceedings, (d) any guarantor fails to perform or observe any of such guarantor's obligations to Buyer or shall notify Buyer, regardless of whether it may be legally entitled to do so, of the intention to rescind, modify, terminate or revoke any guaranty of the Obligations, or any such guaranty shall cease to be in full force and effect for any reason whatever, (e) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral, or (f) Buyer for any reason, in good faith, deems itself insecure with respect to the prospect of repayment or performance of the Obligations.

8.2 Effect of Default. Upon the occurrence of any Event of Default, in addition to any rights Buyer has under this Agreement or applicable law, Buyer may immediately terminate this Agreement, at which time all Obligations of Seller shall immediately become due and payable without notice.

ARTICLE NINE
MISCELLANEOUS

9.1 Governing Law.

9.1.1 Choice of Law. In addition to the express application of Texas law as noted in subsection 9.1.5 below, this Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the States of Texas, without regard to conflicts of law principles, [except to the extent that any issue in connection with the rights Buyer expects to receive from Seller under this Agreement related to Responsible Parties and the claims of the Customers for which the Services were provided are treated more favorably under Louisiana law, rather than Texas law, Louisiana law shall control and govern.

9.1.2 Jurisdiction and Service. Seller and its principals hereby agrees to the jurisdiction of any state or federal court located within the State of [New York], and waives personal service of any and all process upon Seller and consents that all such service of process may be made by certified mail directed to Seller at its address as it appears at the beginning of this Agreement and service so made shall be deemed to be completed five (5) business days after the same shall have been deposited in the U. S. mail, certified mail, return receipt requested, postage prepaid. By countersignature of this Agreement, the undersigned representative of Seller, individually, agrees to the terms of this Section 9.1.2 and its applicability in any Claim brought by Buyer against Seller's representative individually.

9.1.3 Waiver of Venue Objections. Seller waives any objection based on *forum non conveniens*, and any objection to venue of any action instituted hereunder and consents to the granting of such legal or equitable relief as is deemed appropriate by the court. Nothing in this section shall affect Buyer's right to serve legal process in any other manner permitted by law or affect Buyer's right to bring any action or proceeding against Seller or its property in the courts of any other jurisdiction.

9.1.4 Waiver of Right to Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ("CLAIM") ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH AND WHETHER ANY SUCH CLAIM IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

9.1.5 Texas Law. Notwithstanding the rights of Buyer to receive any repurchase price pursuant to Article 7, it is the intention of the Parties that each and every transaction contemplated in connection with all Selected Accounts purchased under this Agreement, as provided in Article 2, shall constitute a true sale and purchase of Selected Accounts under Sections 9-318 and 9-109(e) of the Uniform Commercial Code. Moreover, this Agreement and all transaction contemplated thereby are intended to and qualify as "account purchase transactions" as defined by the Texas Finance Code §306.001(1) and as provided by the Texas Finance Code §306.103. The Parties hereby expressly intend this Agreement to conclusively establish that any payments made by Buyer to Seller in connection with such Accounts to be a true sale and not the use, forbearance or detention of money.

9.2 Entire Agreement and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be amended or modified only in writing executed by Seller and Buyer.

9.3 Notices. Any notice or other communication hereunder must be in writing to be effective and shall be deemed to have been received by the representatives of the Buyer or

Seller as provided for herein. Notice hereunder may be provided by: (1) personal delivery to the representatives of Buyer or Seller, with the date of written evidence of receipt of the same by the representatives of the Buyer or Seller to be deemed the date of delivery; (2) certified mail/return receipt requested in the United States mail, with the date upon actual written receipt and acceptance of the notice by the representatives of the Buyer or Seller to be deemed the date of delivery; (3) delivery by a nationally recognized overnight courier to the representatives of the Buyer or Seller, with the date written evidence of receipt is provided to be deemed the date of delivery, or (4) e-mail delivery to the persons provided on the signature page attached hereto with the date of receipt of email deemed the date of delivery. Either Party may from time to time change its address or the representatives to receive notice for notification purposes by giving the other party written notice of the new name or address and the date upon which it will become effective. The address and the name/title of the Party and representative to be served with notice or provided with communications under this provision is the address set forth on the signature page hereof.

9.4 Notice of Breach. Upon discovery by the Seller of (i) any breach of the Agreement by Seller, including, but not limited to, a breach of any of the representations and warranties of the Seller set forth in this Agreement, or (ii) any material adverse change in Seller's business that could negatively affect any of the Accounts or Account Balances, Seller shall give Buyer written notice, describing the issue in reasonable detail, within three (3) Business Days following such discovery.

9.5 Appointment of Servicer. In consideration for the parties' entering into the Agreement, Buyer, at its sole and exclusive discretion, may appoint Seller as Buyer's agent to service the Select Accounts under this Agreement.

9.6 Remedies Cumulative/Breach/Termination. Unless otherwise specifically provided for herein to the contrary, no Right or remedy conferred upon or reserved to Buyer or Seller under this Agreement is intended to be exclusive of any other Right or remedy, and every Right and remedy shall be cumulative and in addition to every other Right or remedy granted thereunder or now or hereafter existing under any applicable law. Every Right and remedy granted by this Agreement or by applicable Law to Buyer or Seller may be exercised from time to time and as often as may be deemed expedient by Buyer and Seller unless contrary to the express provisions of this Agreement.

9.7 Headings. The headings of Articles and Sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

9.8 Severability. If, but only to the extent that, this Agreement or any provision of this Agreement is declared or found to be unenforceable, voidable or void, for any reason, including but not limited to unconscionability, lack of consideration, or mistake of fact or law, so that either Seller and Buyer would be relieved of all obligations arising under such provision, it is the agreement of Seller and Buyer that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objective shall be substituted therefor. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance by both Seller and Buyer, then the remainder shall be enforced to the extent permitted by law.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of

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which will be deemed to be an original for all purposes and all of which constitute, collectively, one agreement.

9.10 Waivers. Neither the waiver by Seller or Buyer of any Breach of or default under any provision of this Agreement by the other Party, nor the failure of Seller or Buyer, on one or more occasions, to enforce any provision of this Agreement or to exercise any Right hereunder, shall thereafter be construed as a waiver of any subsequent Breach or default of a similar nature, or as a waiver of any such provision or right hereunder.

9.11 Execution by Facsimile or Electronic Mail. The manual signature of either Party hereto that is transmitted to the other party by facsimile or electronic mail shall be deemed for all purposes to be an original signature.

9.12 No Third-Party Beneficiary. This Agreement is for the sole benefit of the Parties hereto, and nothing contained in this Agreement shall be construed to grant any Person, other than Seller and Buyer and their respective successors and permitted assigns, any Right under or in respect of this Agreement or any provision hereof.

9.13 Change of Law. If the adoption of, any change in or any change in the interpretation of, any law regulation or guideline applicable to this Agreement occurs that affects the ability to collect in any way, Buyer may require Seller to exchange the affected receivables for ones of equal value.

9.14 Relationship between Seller and Buyer. Except as provided for to the contrary herein, nothing in this Agreement is intended to or shall be construed to constitute or establish, as between Seller and Buyer, a partnership, joint venture, agency, lender-borrower or fiduciary relationship of any kind, to create the relationship of employer-employee or principal-agent, or to otherwise create any liability for either Seller or Buyer with respect to any indebtedness, liabilities, or obligations of the other or of any other Person. Moreover, under no circumstances will either Seller or Buyer has the authority or power to bind the other party to any agreement or contract.

9.15 Right to Equitable Relief. The Parties acknowledge that should the other breach any Representation, Warranty, or Covenant of this Agreement, money damages may be an inadequate remedy to the non-breaching Party, and, in such event, the non-breaching Party may seek such equitable relief, including injunctive relief without the posting of a bond, or, if this waiver of bond is deemed unenforceable, a bond in an amount not to exceed $10,000.00.

9.16 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party to this Agreement will execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the obligations and purposes of this Agreement and the transactions contemplated or intended hereby.

9.17 Mutual Drafting. Should any provision of this Agreement require judicial interpretation, the court interpreting the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction, it being agreed that the agents of all Parties have participated in the preparation hereof and all parties have sought the advice of a legal counsel before signing this Agreement.

9.18 Confidentiality. This Agreement, its terms, conditions, substance of discussions between the parties, all documentation related to this Agreement, and any other information exchanged between the Parties that relates to this Agreement (except such documents and information as Buyer may deem necessary or advisable to utilize to pursue collection of the

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Accounts and Account Balances), shall be held in confidence and given at least the same protections and due care by each Party as that Party gives its other confidential information; provided that nothing herein shall prevent each Party from disclosing any information (i) to any of its affiliates and its and their employees, officers, directors, auditors, legal process (including by any judicial, government, regulatory, administrative or self-regulatory authority), or (ii) in connection with the performance of the terms of this Agreement and the exercise of any remedy hereunder or under any other transaction document or any action or proceeding relating to this Agreement or any other transaction document or the enforcement of rights hereunder or thereunder. In the case of agents, attorneys, accountants and other professional advisors, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, as requested pursuant to, or advised by its legal counsel that it is required by applicable law, regulation or disclosures pursuant to clauseto the extent permitted and reasonably practicable, the disclosing Party shall endeavor to notify the other Party promptly so that the Party that owns the Confidential Information may object to such disclosure and seek an appropriate protective order or other appropriate remedy.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

SELLER
StopLoss Specialists, LLC

DocuSigned by:
By: ____________________
435604D6489048D...
Name: John Lewis
Title: Owner

Address for Notices:
____
____

BUYER
Insured Advocacy Group, LLC

DocuSigned by:
By: ____________________
3ADC63D0D6A546E...
Name: H. Paul Soberon-Llort
Title: Authorized Person

Address for Notices:
____

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EXHIBIT A
AOC/AOB/LOP

EXHIBIT B
SCHEDULE OF ACCOUNTS

EXHIBIT C
PURCHASE ADDENDUM

EXHIBIT D
ASSIGNMENT

EXHIBIT

"B"

Exhibit B - [SLS-3A]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Suburban Extended Stay	AMERICAN ZURICH INSURANCE COMPANY	[redacted]	5630057928	$ [redacted]	$ [redacted]	$ 2,425,000.00
				$ [redacted]	**$** [redacted]	**$ 2,425,000.00**

Adj. FV	$ [redacted]
Purchase Price	$ 2,425,000.00
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 2,424,970.00**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: ________________________

Buyer: ________________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: ________________________

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** (Buyer), and **Stoploss Specialists LLC.** (Seller). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	**Insured Advocacy Group II, LLC**
Seller:	**StopLoss Specialists LLC.**
Agreement Date:	August 16, 2023
Portfolio Number:	3
Portfolio Purchase Number:	3-A
Addendum Date:	April 29, 2024

Amount of Claims Portfolio Receivable:	$ 8,483,949.00	("Portfolio Receivable").
Adjusted Portfolio Amount:	[redacted]	("Adjusted Portfolio Receivable")
Purchase Price Percentage/Purchase Price:	[redacted]	of Adjusted Portfolio Receivable, payable at Closing by Buyer to Seller.
Factor Fee:	[redacted]	of Adjusted Portfolio Receivable.
Credits/Debits	($30)	Wire Fee
Refundable Reserve:	The Refundable Reserve is equal to the Adjusted Portfolio Amount minus the Purchase Price minus the applicable Factor Fee, based on the then applicable scaling fees above.	
Cash to Seller	$ 2,424,970	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio or any other Portfolio that are received by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors to collect the Account Balance; cooperate in every respect and without reservation with the collection and litigation attend depositions and/or examinations under oath related to the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including without limitation filing a Notice of Commencement or Notice to Owner. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's stead, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in connection with the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any

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lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right with the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney-client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller has previously opened a bank account in the name of Seller but for the benefit of Buyer, which account shall be controlled and managed by Buyer ("Sweep Account"). Seller agrees that all monies received by Seller relative to the Accounts or Portfolios shall be deposited into the Sweep Account immediately, not to exceed three (3) days of receipt of any monies for any Account Balance.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller covenants and agrees that it shall use part of the Purchase Price to pay off and extinguish any mechanics lien on the subject property, (the "Lien"), whether now existing or attaching in the future, to ensure that no other party has priority of interest over Seller's mechanics lien rights. Failure to extinguish any said Lien shall constitute an event of default by Seller.

12. Section 7.1 of the Agreement is hereby revised as follows:

> Seller's Obligation to Repurchase. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

O

2. Section 8.1 of the Agreement is hereby revised as follows:

Events of Default. The following events will constitute an event of default ("Event of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (e) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER

Scott Butacd, C.O.O.

By: Scott Butacd
Title: C.O.O.
Date: 04/29/2024

BUYER

By: Jesse Schwartz
Title: Authorized Signer
Date : 04/29/2024

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Exhibit B - [SLS-3A]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV		Purchase Price Advance
Suburban Extended Stay	AMERICAN ZURICH INSURANCE COMPANY	[redacted]	PCP0190462-02	$ [redacted]	$	[redacted]	$ 2,425,150.00
				$	$		$ 2,425,150.00

Adj. FV	$ [redacted]
Purchase Price	$ 2,425,150.00
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	$ 2,425,120.00

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: Scott Butz C.O.O

Buyer: __________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: __________

Exhibit B - [SLS-3B]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV		Purchase Price Advance
The Suburban Extended Stay - Kunal Patel	AMERICAN ZURICH INSURANCE COMPANY	[redacted]		$ [redacted]	[redacted]	[redacted]	$ 1,475,000.00
				$ [redacted]	[redacted]	[redacted]	**$ 1,475,000.00**

Adj. FV	$ [redacted]
Purchase Price	$ 1,475,000.00
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 1,474,970.00**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: ______________________

Buyer: ______________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: ______________________

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** (Buyer), and **Stoploss Specialists LLC.** (Seller). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	**Insured Advocacy Group II, LLC**
Seller:	**StopLoss Specialists LLC.**
Agreement Date:	August 16, 2023
Portfolio Number:	3
Portfolio Purchase Number:	3-B
Addendum Date:	June 03, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Adjusted Portfolio Amount:	[redacted]	("Adjusted Portfolio Receivable")
Purchase Price Percentage/Purchase Price:	[redacted]	of Adjusted Portfolio Receivable, payable at Closing by Buyer to Seller.
Factor Fee:	[redacted]	of Adjusted Portfolio Receivable.
Credits/Debits	[redacted]	Reduction of Purchase Price Wire Fee
Refundable Reserve:	The Refundable Reserve is equal to the Adjusted Portfolio Amount minus the Purchase Price minus the applicable Factor Fee, based on the then applicable scaling fees above.	
Cash to Seller	$ 1,474,970	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio or any other Portfolio that are received by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors to collect the Account Balance; cooperate in every respect and without reservation with the collection and litigation attend depositions and/or examinations under oath related to the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including without limitation filing a Notice of Commencement or Notice to Owner. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's stead, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in connection with the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any

lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right with the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney-client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller has previously opened a bank account in the name of Seller but for the benefit of Buyer, which account shall be controlled and managed by Buyer ("Sweep Account"). Seller agrees that all monies received by Seller relative to the Accounts or Portfolios shall be deposited into the Sweep Account immediately, not to exceed three (3) days of receipt of any monies for any Account Balance.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Section 7.1 of the Agreement is hereby revised as follows:

> <u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

2. Section 8.1 of the Agreement is hereby revised as follows:

> <u>Events of Default</u>. The following events will constitute an event of default ("Event of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received

from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (e) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER	BUYER
DocuSigned by: 30D7017B9E584DB...	
By: scott Butaud	By: Jesse Schwartz
Title: C.O.O.	Title: Authorized Signer
Date: 6/3/2024	Date : 06/03/2024

Exhibit B - [SLS-3B]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
The Suburban Extended Stay - Kunal Patel	AMERICAN ZURICH INSURANCE COMPANY	[redacted]	5630057928	$ [redacted]		1,475,000.00
				$ [redacted]		**1,475,000.00**

Adj. FV	$	[redacted]
Purchase Price	$	1,475,000.00
Wire Fees	$	(30.00)
Buyback Clearance	$	-
Cash to Seller	**$**	**1,474,970.00**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

DocuSigned by:

Seller: ____________ 30D7017B9E584DB...

Buyer: ____________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

DocuSigned by:

Seller: ____________ 30D7017B9E584DB...

Exhibit B - [SLS-3C]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
The Suburban Extended Stay - Kunal Patel	AMERICAN ZURICH INSURANCE COMPANY	[redacted]	[redacted]	$ [redacted]	[redacted]	$ 1,813,087.88
				$ [redacted]	[redacted]	**$ 1,813,087.88**

Adj. FV	$ [redacted]
Purchase Price	$ 1,813,087.88
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 1,813,057.88**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: ________________________

Buyer: Wilfredo ________________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: ________________________

Exhibit B - [SLS-3C]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV		Purchase Price Advance
The Suburban Extended Stay - Kunal Patel	AMERICAN ZURICH INSURANCE COMPANY	[redacted]	5630057928	$ [redacted]	[redacted]	[redacted]	$ 1,813,087.88
				$ [redacted]	[redacted]	[redacted]	**$ 1,813,087.88**

Adj. FV	$ [redacted]
Purchase Price	$ 1,813,087.88
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 1,813,057.88**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

DocuSigned by:

Seller: ______________________
30D7017B9E584DB...

Buyer: ______________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

DocuSigned by:

Seller: ______________________
30D7017B9E584DB...

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **StopLoss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-3
Portfolio Purchase:	SLS-3C
Addendum Date:	July 03, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Policy Limit:	[redacted]	
Maximum Funding:	[redacted] [redacted]	Of Claims Portfolio Receivable.
Draw 1 Funded:	[redacted]	
Draw 2 Funded:	[redacted]	
Remaining Available for Funding before Draw 3:	[redacted]	
Draw 3 - Adjusted Portfolio Amount:	[redacted]	("Adjusted Portfolio Receivable")
Draw 3 - Purchase Price Percentage/Purchase Price at closing:	[redacted] [redacted]	of Adjusted Portfolio Receivable, payable at Closing by Buyer to Seller.
Remaining Available for Funding after Draw 3	0	

Factor Fee:	[redacted]	Of Adjusted Portfolio Receivable
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	
Cash to Seller	$1,813,057.88	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including without limitation filing a Notice of Commencement or Notice to Owner. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's stead, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in connection with the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance With any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller has previously opened a bank account in the name of Seller but for the benefit of Buyer, which account shall be controlled and managed by Buyer ("Sweep Account"). Seller agrees that all monies received by Seller relative to the Accounts or Portfolios shall be deposited into the Sweep Account immediately, not to exceed three (3) days of receipt of any monies for any Account Balance.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller has entered into a "side letter agreement" (attached hereto as Appendix A, and made a part of this Purchase Addendum) with its Insured client, whereby the Insured has agreed to pay to Seller any liens on the payment proceeds from the Insured's claim, including any entitlement to attorney's fees and costs and public adjuster fees (the "Lien Fees"), from its own separate funds and not from any Payment Collected from the Insured's Claim. Whether the Insured pays

the Lien Fees or not, Seller is responsible to make a separate payment to Buyer in addition to the Payments Collected of an amount equal to the Lien Fees.

11. Seller shall not offer for sale to anyone other than Buyer any interest in any Of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 1 8 months after all obligations under the Agreement have been fully discharged.

12. Section 7.1 of the Agreement is hereby revised as follows:

    <u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account With a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

13. Section 8.1 of the Agreement is hereby revised as follows:

    <u>Events of Default</u>. following events Will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER	**BUYER**
	Wilfredo
By: Scott Butaud	By: Wilfredo J. Navarro
Title: C.O.O.	Title: Authorized Person
Date: 7-5-24	Date:

APPENDIX A

July 2, 2024

Scott Butaud
Chief Operating Officer
StopLoss, LLC
sbutaud@stoploss247.com

Via electronic mail

Kunal Patel and J & K Sai Hospitality, LLC
3984 Barrancas Avenue
Pensacola, Fl 32507

RE: Personal Obligation to Pay Legal Fees & Public Adjuster Fees

Dear Mr. Patel,

I hope this letter finds you well. This will confirm our discussion and mutual agreement that you and/or J & K Sai Hospitality, LLC and/or any of its affiliates, shall be financially obligated to pay any and all legal fees and Public Adjuster fees incurred on any and all projects on which StopLoss, LLC and/or any of its affiliates provide services.

All legal fees, subject of the enclosed engagement letter or accrued through any other law firm or legal professional, which includes but is not limited to, attorney fees, court costs, and any other related legal expenses for a project that StopLoss, LLC and/or any of its affiliates provide services. Public Adjuster fees include but are not limited to the services of a Public Adjuster to assist with any claim on which StopLoss, LLC and/or any of its affiliates provide services. These fees shall not be reimbursed out of insurance proceeds and must be settled directly with the Public Adjuster.

Legal Fees and Public Adjuster fees are solely your responsibility and must be paid out of pocket. These expenses cannot and will not be deducted from or paid out of any insurance proceeds received on any project on which StopLoss, LLC and/or any of its affiliates provide services. This means that StopLoss, LLC and/or any of its affiliates are expressly not liable for covering these legal fees and Public Adjuster fees.

By signing below, you agree that all representations above are true and correct:

Kunal Patel
Kunal Patel

2024-07-03
Date

1048 Forum Drive, Broussard, LA 70518

315 Curie Drive, Alpharetta, GA 30005

Signature Certificate

Reference number: FCNGK-SI6XZ-JWXOH-LMXPN

Signer	Timestamp	Signature
Email: kp@legacyhg.com		Kunal Patel
Sent:	03 Jul 2024 14:13:33 UTC	
Viewed:	03 Jul 2024 14:56:48 UTC	
Signed:	03 Jul 2024 14:58:38 UTC	
Recipient Verification:		IP address: 173.23.212.202
✔Email verified	03 Jul 2024 14:56:48 UTC	Location: Inlet Beach, United States

Document completed by all parties on:

03 Jul 2024 14:58:38 UTC

Page 1 of 1

EXHIBIT

"C"

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-5
Portfolio Purchase:	SLS-5A
Addendum Date:	October 8, 2024

Job #	Policy Limit (per building)	Maximum Funding	Draw 1 Portfolio Receivable	Draw 1 Adjusted Portfolio Receivable	Draw 1 Purchase Price [redacted]
SL 241035R-1	$ [redacted]	[redacted]	[redacted]	[redacted]	$30,786.76
SL 241035R-2	$ [redacted]	[redacted]	[redacted]	[redacted]	$35,513.23
SL 241035R-3	$ [redacted]	[redacted]	[redacted]	[redacted]	$30,825.29
SL 241035R-4	$ [redacted]	[redacted]	[redacted]	[redacted]	$30,393.12
SL 241035R-5	$ [redacted]	[redacted]	[redacted]	[redacted]	$30,461.93
SL 241035R-6	$ [redacted]	[redacted]	[redacted]	[redacted]	$35,674.07
SL 241035R-GC-1			[redacted]	[redacted]	$169,417.68
SL 241035R-GC-2			[redacted]	[redacted]	$196,981.26
			[redacted]	[redacted]	**$560,053.34**

Previous Funding on this deal:	$0.00	
Draw 1 - Adjusted Portfolio Amount:	[redacted]	("Adjusted Portfolio Receivable")
Draw 1 - Purchase Price	[redacted] [redacted]	of Adjusted Portfolio Receivable,
Factor Fee:	[redacted] [redacted]	Of Adjusted Portfolio Receivable
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	
Cash to Seller	$560,023.34	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including without limitation filing a Notice of Commencement or Notice to Owner. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's stead, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in connection with the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance With any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement (“DACA”) or “Lockbox” bank account with a bank of Buyer’s choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

<u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

<u>Events of Default</u>. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; any warranty or representation contained herein proves to be materially false; Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER	**BUYER**
Signed by: scott Butaud 30D7017B9E584DB...	Wilfredo
By: scott Butaud	By: Wilfredo J. Navarro
Title: C.O.O.	Title: Authorized Person
Date: 10/10/2024	Date: October 8, 2024

Exhibit B - [SLS-5A]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 30,786.76
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 35,513.23
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 30,825.29
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 30,393.12
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 30,461.93
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 35,674.07
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 169,417.68
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	[redacted]	24210432	$ [redacted]	[redacted]	$ 196,981.26
				$ [redacted]	**$** [redacted]	**$ 560,053.34**

Adj. FV	$ [redacted]
Purchase Price	$ 560,053.34
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 560,023.34**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: Signed by: scott Butaud 30D7017B9E584DB...

Buyer: Wilfredo

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: Signed by: scott Butaud 30D7017B9E584DB...

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-5
Portfolio Purchase:	SLS-5B
Addendum Date:	October 30, 2024
Property Info:	Lee Ho Village Townhome Association, 9400 Bellaire Boulevard, Houston, TX 77036

Maximum Funding:	[redacted]	
Draw 1 Funding:	[redacted]	
Draw 2 – Portfolio Receivable	[redacted]	
Draw 2 - Adjusted Portfolio Amount:	[redacted]	("Adjusted Portfolio Receivable")
Draw 2 - Purchase Price	[redacted] [redacted]	of Draw 2 Adjusted Portfolio Receivable,
Remaining available after funding Draw 2	[redacted]	
Factor Fee:	[redacted] [redacted]	Of Draw 2 Adjusted Portfolio Receivable
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	

Cash to Seller	$ 227,006.34

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including without limitation filing a Notice of Commencement or Notice to Owner. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's stead, in connection with all collection and enforcement matters and actions related to the collection of the Account

Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in connection with the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance With any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement (“DACA”) or “Lockbox” bank account with a bank of Buyer’s choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a “corporate or board resolution”, in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

    <u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

    <u>Events of Default</u>. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; any warranty or representation contained herein proves

to be materially false; Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER	**BUYER**
	Wilfredo
______________________________	______________________________
By:	By: Wilfredo J. Navarro
Title:	Title: Authorized Person
Date:	Date: October 30, 2024

Exhibit B - [SLS-5B]

Insured Name	Insurance Co.	Insured Address	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Lee Ho Village Townhome Association	Liberty Mutual Insurance Company	9400 Bellaire Boulevard,Houston,,77036	[redacted]	24210432	$ [redacted]	[redacted]	227,036.35
					$ [redacted]	[redacted]	**$ 227,036.35**

Adj. FV	$ [redacted]
Purchase Price	$ 227,036.35
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 227,006.35**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: ______________________

Buyer: ______________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: ______________________

EXHIBIT
"D"

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-6
Portfolio Purchase:	SLS-6A
Addendum Date:	October 09, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Policy Limit:	[redacted]	
Adjusted Portfolio Receivable	[redacted]	("Adjusted Portfolio Receivable")
Maximum Funding:	[redacted] [redacted]	Of "Adjusted Portfolio Receivable"
Draw 1 Receivable:	[redacted]	
Draw 1 Adjusted Face Value	[redacted]	
Draw 1 - Purchase Price:	[redacted] [redacted]	of Draw 1 AFV.
Remaining Available for Funding after Draw 1	[redacted]	
Factor Fee:	[redacted] [redacted]	Of Draw 1 AFV.
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	

Cash to Seller	$276,343.05

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including when applicable and without limitation filing a Notice of Commencement or Notice to Owner or any other statutory or legally required notice. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's place at Seller's expense, in connection with all collection and enforcement matters and actions related to the

collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement ("DACA") or "Lockbox" bank account with a bank of Buyer's choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

    Seller's Obligation to Repurchase. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

    Events of Default. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to

Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER	**BUYER**
Signed by: scott Butaud 30D7017B9E584DB...	Wilfredo
By: scott Butaud	By: Wilfredo J. Navarro
Title: C.O.O.	Title: Authorized Person
Date: 10/10/2024	Date: October 09, 2024

Exhibit B - [SLS-6A]

Insured Name	Insurance Co.	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COMPANY		123456	$ [redacted]	[redacted]	$ 276,373.05
				$ [redacted]	[redacted]	**$ 276,373.05**

Adj. FV	$ [redacted]
Purchase Price	$ 276,373.05
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 276,343.05**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Signed by:
Seller: Scott Butaud
30D7017B9E584DB...

Buyer: Wilfredo

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Signed by:
Seller: Scott Butaud
30D7017B9E584DB...

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-6
Portfolio Purchase:	SLS-6B
Addendum Date:	October 21, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Policy Limit:	[redacted]	
Adjusted Portfolio Receivable	[redacted]	("Adjusted Portfolio Receivable")
Maximum Funding:	[redacted] [redacted]	Of "Adjusted Portfolio Receivable"
Draw 1 Funding:	[redacted]	
Draw 2 Receivable:	[redacted]	
Draw 2 Adjusted Face Value	[redacted]	
Draw 2 - Purchase Price:	[redacted] [redacted]	of Draw 2 AFV.
Remaining Available for Funding after Draw 2	[redacted]	
Factor Fee:	[redacted] [redacted]	Of Draw 2 AFV.
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks

Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.
Cash to Seller	$ 77580.45

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including when applicable and without limitation filing a Notice of Commencement or Notice to Owner or any other statutory or legally required notice. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's place at Seller's expense, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement ("DACA") or "Lockbox" bank account with a bank of Buyer's choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event

of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

    Seller's Obligation to Repurchase. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

    Events of Default. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums;

(b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER

Signed by:

scott Butaud

30D7017B9E584DB...

By: scott Butaud

Title: C.O.O.

Date: 10/22/2024

BUYER

Wilfredo

By: Wilfredo J. Navarro

Title: Authorized Person

Date: October 21, 2024

Exhibit B - [SLS-6B]

Insured Name	Insurance Co.	Insured Address	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477		123456	$ [redacted]	[redacted]	$ 77,610.45
					$ [redacted]	[redacted]	**$ 77,610.45**

Adj. FV	$ [redacted]
Purchase Price	$ 77,610.45
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 77,580.45**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Signed by:
Seller: Scott Butaud ____________________
30D7017B9E584DB...

Buyer: ____________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Signed by:
Seller: Scott Butaud ____________________
30D7017B9E584DB...

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-6
Portfolio Purchase:	SLS-6C
Addendum Date:	October 21, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Policy Limit:	[redacted]	
Adjusted Portfolio Receivable	[redacted]	("Adjusted Portfolio Receivable")
Maximum Funding:	[redacted] [redacted]	Of "Adjusted Portfolio Receivable"
Draw 1 Funding:	[redacted]	
Draw 2 Funding request:	[redacted]	
Draw 3 Receivable:	[redacted]	
Draw 3 Adjusted Face Value	[redacted]	
Draw 3 - Purchase Price:	[redacted] [redacted]	of Draw 3 AFV.
Remaining Available for Funding after Draw 3	[redacted]	
Factor Fee:	[redacted] [redacted]	Of Draw 2 AFV.

Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	
Cash to Seller	$ 139,830.55	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including when applicable and without limitation filing a Notice of Commencement or Notice to Owner or any other statutory or legally required notice. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection

of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's place at Seller's expense, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement ("DACA") or "Lockbox" bank account with a bank of Buyer's choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

    <u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

Events of Default. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER

Signed by:
scott Butaud
30D7017B9E584DB...

By: scott Butaud
Title: C.O.O.
Date: 10/22/2024

BUYER

Wilfredo

By: Wilfredo J. Navarro
Title: Authorized Person
Date: October 21, 2024

PURCHASE ADDENDUM

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the "Agreement") by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"). This Purchase Addendum is part of and incorporated into the Agreement and the terms of the Agreement are incorporated into this Purchase Addendum. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-6
Portfolio Purchase:	SLS-6D
Addendum Date:	October 25, 2024

Amount of Claims Portfolio Receivable:	[redacted]	("Portfolio Receivable").
Policy Limit:	[redacted]	
Adjusted Portfolio Receivable	[redacted]	("Adjusted Portfolio Receivable")
Maximum Funding:	[redacted] [redacted]	Of "Adjusted Portfolio Receivable"
Draw 1 Funding:	[redacted]	
Draw 2 Funding:	[redacted]	
Draw 3 Funding:	[redacted]	
Draw 4 Receivable:	[redacted]	
Draw 4 Adjusted Face Value:	[redacted]	
Draw 4 - Purchase Price:	[redacted] [redacted]	of Draw 4 AFV.
Remaining Available for Funding after Draw 4	[redacted]	
Factor Fee:	[redacted]	Of Draw 4 AFV.

	[redacted]	
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks
Refundable Reserve:	The Refundable Reserve is equal to Adjusted Portfolio Amount minus Purchase Price minus Factor Fee.	
Cash to Seller	$ 107,076.18	

DISTRIBUTION:

Upon receipt of any cash funds from this Portfolio, or any future Portfolio, that are collected by Buyer or received by Seller or Seller's attorney and delivered to Buyer ("**Payment Collected**"), Buyer shall: (a) deduct and disburse all sums collected from any Payment Collected until the Purchase Price and the Factor Fee of the entire Portfolio are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement on this and all other Portfolios, disburse to Seller the remaining balance that is collected from each Portfolio (the "**Refundable Reserve**").

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in the Portfolio. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; maintain that the Agreement and this Purchase Addendum are valid and enforceable, and in any action challenging the Agreement, defend this position at Seller's sole expense.

2. Seller covenants and agrees that it has followed, or it will follow all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including when applicable and without limitation filing a Notice of Commencement or Notice to Owner or any other statutory or legally required notice. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement. Among other remedies, Buyer shall have the right to require Seller to repurchase the Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with the lien and enforcement rights, and shall hire competent counsel to ensure the rights of Seller to perfect a mechanic's lien are protected.

4. At Buyer's sole discretion and in the event of default under the Agreement, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's place at Seller's expense, in connection with all collection and enforcement matters and actions related to the collection of the Account Balances identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in the collection and enforcement of the Account Balances when instructed by Buyer.

6. When required by Buyer to act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of the Account Balances, Seller agrees to irrevocably instruct or immediately inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) send or issue all payments or proceeds received in connection with the Selected Accounts directly to, and/or in the Buyer's sole name; (b) instruct any lawyer or law firm that Buyer shall have the collective right With the Seller to provide authority to settle any Account Balance with any insurance carrier responsible for the payment Of the Account Balance or the property owner ("**Account Obligor**"); and (c) instruct any lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.

8. Seller shall open and maintain at its own cost a Deposit Account Control Agreement ("DACA") or "Lockbox" bank account with a bank of Buyer's choice (i.e. Truist) within 10 days of the date herein, which account shall be used going forward for any and all proceeds received in connection with the collection of any Account Balances from this or any prior or future purchases of Account Balances from Seller.

9. Seller, during the term of the Agreement or until all the Account Balances are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, until such time as the Agreement matures and all monetary and non-monetary obligations owing to Buyer have been fully discharged by Seller and Buyer issues a written confirmation of that status. Also, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement have been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner in the insurance claim, in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the Account Balances.

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 shall incorporate the following language after the last sentence:

    > "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.4. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

14. Section 7.1 of the Agreement is hereby revised as follows:

    > <u>Seller's Obligation to Repurchase</u>. In the event that Seller is in breach of any *warranty or representation and warranty* as set forth herein relating to any Selected Account, Account, Account Balance or AOC, Buyer shall have the right, at its discretion, to provide notice to Seller of such breach and afford the Seller fifteen (15) business days within which to cure such breach, including the right to replace any such Selected Account with a new one, failing which Seller shall be obligated to repurchase from Buyer any Selected Account affected by such breach or as to which such breach applies.

15. Section 8.1 of the Agreement is hereby revised as follows:

Events of Default. The following events will constitute an event of default ("Event Of Default") hereunder; (a) Seller fails to pay Buyer from any proceeds received from any Account Obligor as described in the Agreement or Purchase Addendums; (b) any warranty or representation contained herein proves to be materially false; (c) Seller or its principals become subject to any debtor-relief proceedings; (d) Seller fails to perform or observe any of its obligations under the Agreement to Buyer; (c) Seller fails at any time and immediately upon Buyer's request to fully assist and cooperate in connection with any efforts that may be necessary or appropriate pertaining to the collection of any Account Balance or collection or disposition of any of the Collateral.

SELLER

Signed by:
scott Butaud
30D7017B9E584DB...

By: scott Butaud
Title: C.O.O.
Date: 10/30/2024

BUYER

Wilfredo

By: Wilfredo J. Navarro
Title: Authorized Person
Date: October 28, 2024

Exhibit B - [SLS-6D]

Insured Name	Insurance Co.	Insured Address	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477	[redacted]	NOCLAIMNUMBERYET	$ [redacted]	[redacted]	$ 107,106.18
					$ [redacted]	[redacted]	**$ 107,106.18**

Adj. FV	$ [redacted]
Purchase Price	$ 107,106.18
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 107,076.18**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: Signed by: scott Butaud 30D7017B9E584DB...

Buyer: ________________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: Signed by: scott Butaud 30D7017B9E584DB...

PURCHASE ADDENDUM

This Purchase Addendum constitutes a supplement to and an amendment of the First Party Claims Sale and Assignment Agreement by and between **Insured Advocacy Group II, LLC** ("Buyer"), and **Stoploss Specialists LLC**. ("Seller"), dated as of August 16, 2023, together with all prior addenda and amendments thereto (collectively, the "Agreement"). All otherwise undefined terms used in this Purchase Addendum have the meaning attributed to them in the Agreement. In the event of a conflict between the Agreement and this Purchase Addendum, the terms of the Purchase Addendum shall control.

Buyer:	Insured Advocacy Group II LLC. **and/or assignees**
Seller:	StopLoss Specialists LLC.
Agreement Date:	August 16, 2023
Portfolio Number:	SLS-7
Portfolio Purchase:	SLS-7A
Addendum Date:	November 19, 2024
Property Info:	Fortune Property Management LLC, 12755 Southwest Freeway, Stafford, TX, 77477

Total Estimated Damages	[redacted]	The total estimated value to repair, replace or restore an insured property
Policy Limit:	[redacted]	The maximum amount the insurance company will pay out under the policy for the covered loss or claim.
Adjusted Portfolio Amount	[redacted]	The portfolio amount as reduced by adjustment.
Maximum Funding:	[redacted] [redacted]	of the Adjusted Portfolio Amount
Draw 1 Portfolio:	[redacted]	Portfolio submitted for funding.
Draw 1 Adjusted Face Value (AFV):	[redacted]	Draw 1 Portfolio as reduced by adjustments.
Draw 1/Purchase Price:	[redacted]	65% of Draw 1 AFV
Factor Fee:	[redacted]	Of Draw 1 AFV.

	[redacted]	
Credits/Debits	($30.00) ($0.00)	Wire Fee Buybacks

DEFINITIONS:

Hurdle: means the total amount comprising the Purchase Price paid by Seller for an Account and the applicable Factor Fee.

Deficient Account: means an Account that in the sole discretion of Buyer exercised in good faith, is determined to be an Uncollectible Account, as defined below, or at the time of final collection, results in a payment amount below the Hurdle.

Uncollectible Account: means an Account that was sold to Buyer, that Buyer deems to have little to no possibility of collection from the Account Obligor or Responsible Parties.

Portfolio: means one or more Accounts purchased by Buyer under this or any previously executed Purchase Addendum that is part of the Portfolio Receivable.

Portfolio Receivable: means a group of no more than ten (10) chronologically consecutive Portfolios, which collectively shall serve as cross-collateral for the Obligations of Seller under one or more of said Portfolios. For purposes of clarification, if one or more Accounts that are included in one or more Portfolios which is (are) part of a Portfolio Receivable sold by Seller to Buyer is (are) deemed by Buyer to be an Uncollectible Account, or results in a final collection amount which is below the Hurdle for said Account, any payments received from any Account in any Portfolio in the Portfolio Receivable shall be used to satisfy Seller's Obligations for said Uncollectible Account or Deficient Account.

DISTRIBUTION:

Upon the receipt by Buyer, its attorney, agent or other representative of any cash funds from any Account in this Portfolio, any Account in any previously purchased Portfolio which is part of a Portfolio Receivable, or any Account in any future Portfolio that is part of or may become part of a Portfolio Receivable ("**Collected Payment**"), Buyer shall: (a) deduct and disburse all sums collected from any Collected Payment until the Hurdle of said Account and all Accounts in any Portfolio in the Portfolio Receivable are collected in full; and (b) so long as Seller is in full compliance with the terms and conditions of the Agreement with respect to all Accounts in all Portfolios in the Portfolio Receivable, Buyer thereafter disburse to Seller the remaining balance of the Refundable Reserve for the applicable Portfolio**.**

ADDITIONAL TERMS:

1. Seller agrees to act on behalf of Buyer as a Servicer for the collection of each Account Balance in each Account in the Portfolio Receivable. In such capacity, Seller shall be obligated to take all steps necessary and/or mandated by Buyer, to diligently and aggressively collect each Account Balance, including without limitation: calling Account Obligors; attend depositions and/or examinations under oath and all other proceedings in which Buyer's appearance is

necessary or advisable related to the collection and litigation; cooperate in every respect and without reservation with the collection and litigation; assure that the Agreement and this Purchase Addendum remain valid and enforceable, and in any action challenging the validity of the Agreement or this Purchase Agreement, defend the validity of the Agreement or this Purchaser Addendum at Seller's sole expense.

2. Seller covenants and agrees that it has followed, and that it will follow, all of the applicable statutory requirements necessary to perfect a mechanics lien on the property to which the services are being rendered, including when applicable and without limitation filing a Notice of Commencement or Notice to Owner or any other statutory or legally required notice. Seller's failure to adhere to the applicable statutory requirements to file a mechanics lien and/or to timely enforce the rights thereof, shall constitute an event of default under the Agreement and this Purchase Addendum. Among other remedies, Buyer shall have the right to require Seller to repurchase the applicable Account for the Purchase Price of the Account plus an administration fee equivalent to the Factor Fee.

3. Seller shall pay for all applicable fees and expenses associated with filing and enforcing any mechanics lien, including hiring competent counsel at its own expense.

4. At Buyer's sole discretion and in the event of default under the Agreement or this Purchase Addendum, Buyer may choose to substitute Seller as the Party in any litigation action filed in connection with the collection of each Account Balance, or to intervene in its own name, if needed to protect its interest in any case.

5. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller's place at Seller's expense, in connection with all collection and enforcement matters and actions related to the collection of any Account Balance identified in the Schedule of Accounts, including the right to initiate a collection suit in Seller's or Buyer's name if Seller fails to cooperate in the collection and enforcement of the applicable Account Balance when instructed by Buyer.

6. When Buyer act on behalf of Seller, as its Servicer, in any litigation action to collect any portion of any Account Balance, Seller agrees to irrevocably and immediately instruct and inform any lawyer or law firm engaged by the insured for the collection of the Account Balance to; (a) to have all payments or proceeds received or to be received in connection with the applicable Account Balance issued solely in the name of Buyer and sent directly to Buyer; (b) instruct Seller's lawyer or law firm that Buyer's authority to settle any Account Balance with any insurance carrier responsible for the payment of the Account Balance or the property owner ("**Account Obligor**") is required (in addition to the authority of Seller); and (c) instruct Seller's lawyer or law firm that Buyer is authorized to receive any and all information in connection with the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney client privilege.

7. Seller represents and warrants that it has fully complied with the provisions and requirements of all applicable and related laws and Statutes required to be followed to ensure payment of each Account Balance in each Portfolio in the Portfolio Receivable.

8. Seller covenants to maintain the existing Deposit Account Control Agreement ("DACA") or "Lockbox" bank account, which account shall continue to be used to deposit all Collected Payments.

9. Seller, until the Agreement is terminated, or until all the Account Balances in the Portfolio Receivable are collected, whichever comes last, shall insure that Buyer has unfettered and full access to Seller's billing and/or CRM program in which all data and invoices are maintained relating to the Account Balances in the Portfolio Receivable.

10. Seller shall not offer for sale to anyone other than Buyer any interest in any of Seller's Accounts or Account Balances, whether or not in the Portfolio Receivable, until such time as any and all monetary and non-monetary obligations owing to Buyer under the Agreement, have been fully discharged by Seller and Buyer issues a written confirmation of same. Furthermore, Seller covenants and agrees not to hire any employee or former employee of Buyer for a period of at least 18 months after all obligations under the Agreement with respect to all Portfolio Receivables been fully discharged.

11. Seller has obtained an Attorney Acknowledgment Letter from the attorney and law firm representing the property owner with respect to each claim in an Account in a form substantially similar to the one attached herein in Appendix A.

12. When applicable, Seller represents that it has obtained a "corporate or board resolution", in a form substantially similar to the one attached herein in Appendix B, from the board, association or authorized representative of the entity owning the Property, acknowledging that in the event of non-payment or under-payment from their carrier, the Property owner is responsible for the payment of the applicable Account Balance(s).

13. In consideration of Buyer purchasing this Portfolio from Seller and Buyer agreeing to continue to purchase additional portfolios from Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, the Agreement is hereby amended to include the following provisions:

    a. In the event that the litigation relating to the collection of any Account Balance results in an appeal, Buyer's Factor Fee shall increase by an additional 5% (the "Appeal Fee").

    b. Section 9.1.3 of the Agreement shall incorporate the following language after the last sentence:

    "Notwithstanding the above, in lieu of litigation in a state or federal court located in New York, New York, Buyer, in its sole and absolute discretion, may elect to have any dispute, controversy or claim arising out of, relating to, in connection with or in respect of this Agreement resolved by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Section 9.1.3. The tribunal shall consist of one arbitrator. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding and judgment may be entered thereon in any court having jurisdiction thereof. The prevailing party in any litigation or arbitration arising out of, relating to, in connection with or in respect of this Agreement parties shall be entitled to an award of its expenses, costs (including but not limited to arbitration fees) and reasonable attorney's fees.

SELLER

Signed by:
Scott Butaud
30D7017B9E584DB...

By: Scott Butaud
Title: Owner
Date: November 19, 2024

BUYER

Wilfredo

By: Wilfredo J. Navarro
Title: Authorized Person
Date: November 19, 2024

Exhibit B - [SLS-7A]

Insured Name	Insurance Co.	Insured Address	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477	[redacted]	SL241125R	$ [redacted]	[redacted]	$ 97,067.43
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477		SL241125R	$		$ 141,515.60
					$ [redacted]	[redacted]	**$ 238,583.03**

Adj. FV	$ [redacted]
Purchase Price	$ 238,583.03
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 238,553.03**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Signed by:

Seller: scott Butaud
30D7017B9E584DB

Buyer: ________________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Signed by:

Seller: scott Butaud
30D7017B9E584DB

INVOICE

StopLoss Specialists, LLC	Project Contact Info
1048 Forum DR.	Project Coordinator: Scott Butaud
Broussard, LA 70518	337-319-3425
866.883.4652	Sbutaud@stoploss247.com

Bill To:	Project Name:	Fortune Property Mgmt
Fortune Property Management, LLC	Job Number:	SL 241125 R
12755 SW Freeway	Dates Invoiced:	October 28 - November 3 , 2024
Stafford, TX 77477	Invoice Issue Date:	November 12, 2024

LABOR:		
Regular Time	$	28,432.50
Overtime	$	32,741.25
Holiday Time		
Per Diem	$	4,560.00
Per Diem - Cost + 10/10	$	957.60
Total Time & Per Diem	**$**	**66,691.35**

3% Small Tools Charge (3% of Labor without per diem)		
Total Small Tools Charge	**$**	**1,835.21**

EQUIPMENT:		
Fans / Dehues / Air Scrubbers	$	7,955.00
Desiccants / Generators	$	4,074.00
Equipment Cleaning / Decontamination	$	-
Other Equipment	$	15,280.00
Total Equipment	**$**	**27,309.00**

TRAVEL, FUEL, HOTEL EXPENSE		
Vehicles	$	16,395.00
Lodging	$	14,080.00
Lodging - Cost + 10/10	$	2,956.80
Total Travel, Fuel, Hotel Expense	**$**	**33,431.80**

MATERIALS		
Purchased Materials	$	16,584.42
Cost + 10/10	$	3,482.73
Total Third Party Charge	**$**	**20,067.15**

Invoice Total	**$**	**149,334.51**

StopLoss.

Restore.

Recover.

StopLoss

BILLING SHEET: LABOR

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

LABOR

NAME	POSITION	MONDAY October 28, 2024 IN	Lunch	Out	TUESDAY October 29, 2024 IN	Lunch	Out	WEDNESDAY October 30, 2024 IN	Lunch	Out	THURSDAY October 31, 2024 IN	Lunch	Out	FRIDAY November 1, 2024 IN	Lunch	Out	SATURDAY November 2, 2024 IN	Lunch	Out	SUNDAY November 3, 2024 IN	Lunch	Out	HRS FOR WEEK	REG HOURS	OT HOURS	REG RATE	OT RATE	BILLING: REG HRS	BILLING: OT HRS	DAYS of PER DIEM	PER DIEM TOTAL	TOTALS
Moreno, Daniel	Health & Safety Field Officer		0			0			0		19:30	1	10:00	20:30	1	9:00		0			0		25	16	9	$ 100.00	$150.00	$ 1,600.00	$ 1,350.00	5	$ 400.00	$ 3,350.00
Krauzhoffmann, Eddie	Project Site Manager		0			0		6:00	1	21:00	7:00	1	23:00	18:00	0	0:00	7:00	0.5	18:00	7:30	0	14:00	52	22	30	$ 135.00	$202.50	$ 2,970.00	$ 6,075.00	3	$ 240.00	$ 9,285.00
Valero, Jose	Reconstruction Foreman		0			0			0			0			0		7:00	0.5	18:00	7:30	0	14:00	17	0	17	$ 105.00	$157.50	$ -	$ 2,677.50	2	$ 160.00	$ 2,837.50
Lambert, Mitchell	Remediation / Restoration Foreman		0			0			0		19:30	1	12:30	20:30	0.5	8:00		0		1:00	0.5	10:30	36	16	20	$ 75.00	$112.50	$ 1,200.00	$ 2,250.00	2	$ 160.00	$ 3,610.00
Schueller, Brandon	Remediation / Restoration Supervisor		0			0			0		19:30	1	12:30	20:30	1	10:00		0			0		28.5	16	12.5	$ 85.00	$127.50	$ 1,360.00	$ 1,593.75	2	$ 160.00	$ 3,113.75
Labrador, Manuel	Equipment Validation Officer		0		20:30	0	2:30		0		23:30	0	2:00		0			0			0		8.5	8.5	0	$ 55.00	$82.50	$ 467.50	$ -	3	$ 240.00	$ 707.50
Villalobos, Stephany	Photo Documentation Officer		0		20:30	1	9:30		0			0		20:30	1	9:30		0			0		24	16	8	$ 55.00	$82.50	$ 880.00	$ 660.00	3	$ 240.00	$ 1,780.00
Aponte, Josue	Remediation / Restoration Technician		0		20:30	1	9:30		0			0		20:30	1	9:00		0		20:30	1	9:30	35.5	16	19.5	$ 65.00	$97.50	$ 1,040.00	$ 1,901.25	2	$ 160.00	$ 3,101.25
Cruz, Ender	Remediation / Restoration Technician		0			0		6:30	1	19:30	15:30	1	10:00	20:30	1	9:00		0			0		41	24	17	$ 65.00	$97.50	$ 1,560.00	$ 1,657.50	3	$ 240.00	$ 3,457.50
Cruz, Ender Jr.	Remediation / Restoration Technician		0			0		6:30	1	19:30		0		20:30	1	9:00		0			0		23.5	16	7.5	$ 65.00	$97.50	$ 1,040.00	$ 731.25	1	$ 80.00	$ 1,851.25
Espinosa, Rene	Remediation / Restoration Technician		0			0		6:30	1	19:30	19:30	0	22:30	20:30	1	9:00		0			0		26.5	19	7.5	$ 65.00	$97.50	$ 1,235.00	$ 731.25	3	$ 240.00	$ 2,206.25
Gastelo, Isaias	Remediation / Restoration Technician		0			0			0		19:30	1	10:00		0			0			0		13.5	8	5.5	$ 65.00	$97.50	$ 520.00	$ 536.25	1	$ 80.00	$ 1,136.25
Gonzalez, Alberto	Remediation / Restoration Technician		0			0		6:30	1	19:30	19:30	1	10:00	20:30	1	9:00		0			0		37	24	13	$ 65.00	$97.50	$ 1,560.00	$ 1,267.50	2	$ 160.00	$ 2,987.50
Gutierrez, Jackeline	Remediation / Restoration Technician		0			0			0			0		20:30	1	9:00		0			0		11.5	8	3.5	$ 65.00	$97.50	$ 520.00	$ 341.25	2	$ 160.00	$ 1,021.25
Linares, Alejandro	Remediation / Restoration Technician		0		20:30	1	9:30		0			0		20:30	1	9:00		0			0		23.5	16	7.5	$ 65.00	$97.50	$ 1,040.00	$ 731.25	2	$ 160.00	$ 1,931.25
Lopez, Richard	Remediation / Restoration Technician		0			0		6:30	1	19:30		0		20:30	1	9:00		0			0		23.5	16	7.5	$ 65.00	$97.50	$ 1,040.00	$ 731.25	2	$ 160.00	$ 1,931.25
Palmar, Moises	Remediation / Restoration Technician		0		20:30	1	9:30		0		20:30	1	10:00		0			0		20:30	1	9:30	36.5	16	20.5	$ 65.00	$97.50	$ 1,040.00	$ 1,998.75	3	$ 240.00	$ 3,278.75
Perdomo, Jorge	Remediation / Restoration Technician		0		20:30	1	9:30		0			0		20:30	1	9:00		0			0		23.5	16	7.5	$ 65.00	$97.50	$ 1,040.00	$ 731.25	0	$ -	$ 1,771.25
Perez, Vanessa	Remediation / Restoration Technician		0			0		6:30	1	19:30		0		20:30	1	9:30		0			0		24	16	8	$ 65.00	$97.50	$ 1,040.00	$ 780.00	2	$ 160.00	$ 1,980.00
Petit, Hiam	Remediation / Restoration Technician		0			0		6:30	1	19:30	19:30	1	10:00	20:30	1	9:00		0			0		37	24	13	$ 65.00	$97.50	$ 1,560.00	$ 1,267.50	3	$ 240.00	$ 3,067.50
Pinzon, Jesus	Remediation / Restoration Technician		0			0			0		19:30	1	10:00	20:30	1	9:00		0			0		25	16	9	$ 65.00	$97.50	$ 1,040.00	$ 877.50	2	$ 160.00	$ 2,077.50
Urdaneta, Darwin	Remediation / Restoration Technician		0		20:30	1	9:30		0		20:30	1	10:00		0			0			0		24.5	16	8.5	$ 65.00	$97.50	$ 1,040.00	$ 828.75	2	$ 160.00	$ 2,028.75
Zavala, Vanessa	Remediation / Restoration Technician		0			0		6:30	1	19:30	19:30	1	10:00		0			0			0		25.5	16	9.5	$ 65.00	$97.50	$ 1,040.00	$ 926.25	2	$ 160.00	$ 2,126.25
Zostelo, Isaias	Remediation / Restoration Technician		0			0			0			0		20:30	1	9:00		0			0		11.5	8	3.5	$ 65.00	$97.50	$ 520.00	$ 341.25	2	$ 160.00	$ 1,021.25
Paez, Jose	Supply Officer		0		20:30	1	10:00		0		20:30	1	10:00		0			0			0		25	16	9	$ 65.00	$97.50	$ 1,040.00	$ 877.50	1	$ 80.00	$ 1,997.50
Villegas, Jose	Supply Officer		0			0		6:30	1	20:00		0		20:30	1	10:00		0			0		25	16	9	$ 65.00	$97.50	$ 1,040.00	$ 877.50	2	$ 160.00	$ 2,077.50
																										$ -	$0.00	$ 28,432.50	$ 32,741.25		$ 4,560.00	

StopLoss

BILLING SHEET: EQUIPMENT

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

EQUIPMENT TRACKING

ASSET NUMBER/ID	ITEM DESCRIPTION	MON 10/28/2024	TUES 10/29/2024	WED 10/30/2024	THUR 10/31/2024	FRI 11/1/2024	SAT 11/2/2024	SUN 11/3/2024	WEEK TOTALS	RATE	TOTAL COSTS
FANS / DEHUMIDIFIERS / AIR SCRUBBERS											
02DH0152037	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151155	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152072	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
A02AS0151203	Air Scrubber : Up to 799 CFM				1				1	$ 115.00	$ 115.00
A02AS0151140	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152073	Dehumidifier: X Large LGR (110-159 ppd)				1				1	$ 165.00	$ 165.00
02DH0152036	Dehumidifier: X Large LGR (110-159 ppd)					1	1	1	3	$ 165.00	$ 495.00
02AS0151150	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152075	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151187	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152099	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151184	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152069	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151216	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02DH0152012	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151160	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
									-		$ -
									-		$ -
TOTALS		0	0	0	15	14	14	14			$ 7,955.00

ASSET NUMBER/ID	ITEM DESCRIPTION	MON	TUES	WED	THUR	FRI	SAT	SUN	WEEK TOTALS	RATE	TOTAL COSTS
DESICCANTS / GENERATORS											
	Generator - 56 kw- 70 kw	1	1	1	1	1	1	1	7	$ 582.00	$ 4,074.00
TOTALS		1	1	1	1	1	1	1			$ 4,074.00

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 10/28/2024	TUES 10/29/2024	WED 10/30/2024	THUR 10/31/2024	FRI 11/1/2024	SAT 11/2/2024	SUN 11/3/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
Administration Package		1	2	2	2	1	1	9.0	$ 55.00	$ 495.00
Communications Package:		2	4	4	4	1	1	16.0	$ 35.00	$ 560.00
P.F.P. (Personal Fall Protection)								-	$ 75.00	$ -
P.P.E. Level 1 - (Hard Hat / Eye Protection / Hearing Protection / Safety Vest)		8	10	15	19	2	5	59.0	$ 25.00	$ 1,475.00
P.P.E. Level 2 - (Lvl 1+Rubber Boots,Wader,Rain Gear)								-	$ 55.00	$ -
P.P.E. - (PRP-Half Face respirator w/o cartridges)								-	$ 35.00	$ -
P.P.E. - (PRP-Full Face respirator w/o cartridges)								-	$ 50.00	$ -
Safety Station	1	1	1	1	1	1	1	7.0	$ 150.00	$ 1,050.00
Mobile Command Center	1	1	1	1	1	1	1	7.0	$ 850.00	$ 5,950.00
Air Compressor - Portable								-	$ 25.00	$ -
Chain Saw								-	$ 35.00	$ -
Remediation Saw (Kett saw w/dustless attachment)								-	$ 45.00	$ -
Demolition Cart		2	2	2	2			8.0	$ 50.00	$ 400.00
Dolly		1	1	1	1			4.0	$ 25.00	$ 100.00
Extraction Unit - (Portable)								-	$ 165.00	$ -
Extraction Unit - Ride on Type (Xtreme Xtractor)								-	$ 195.00	$ -
Flex Duct: Duct Splitter (Y or T)								-	$ 15.00	$ -
Flex Duct: Flex Duct								-	$ 35.00	$ -
Fogger: Fogger Thermo								-	$ 210.00	$ -
Fogger: Fogger ULV								-	$ 50.00	$ -
Flex Duct: High Temp Flex Duct								-	$ 50.00	$ -
Hydroxyl Machine								-	$ 285.00	$ -
Lay Flat: Small 12" x 250'								-	$ 350.00	$ -
Lay Flat: Large 30" x 500'								-	$ 525.00	$ -
Ozone Generator								-	$ 215.00	$ -
Pump: Sump Pump With Hose (1/2 HP)								-	$ 195.00	$ -
Pump: 2 " Trash Pump								-	$ 250.00	$ -
Pump: 3 " Trash Pump								-	$ 300.00	$ -
Pressure Washer - Cold (3500 PSI)								-	$ 150.00	$ -
Pressure Washer - Hot / Cold (3500 PSI)								-	$ 265.00	$ -
Vacuum - HEPA - Commercial Backpack								-	$ 100.00	$ -
Vacuum - Shop Vacuum								-	$ 45.00	$ -
Vacuum - Shop Vacuum w/ HEPA Filter								-	$ 75.00	$ -
Vapor Teck Machine								-	$ 245.00	$ -

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 10/28/2024	TUES 10/29/2024	WED 10/30/2024	THUR 10/31/2024	FRI 11/1/2024	SAT 11/2/2024	SUN 11/3/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
Cable: 4/0 Tail								-	$ 12.00	$ -
Cable: Tee								-	$ 12.00	$ -
Cable: 4/0 400 Amp 50' Camlock								-	$ 38.00	$ -
Cable: 2/0 5 Wire Banded 200 Amp 50' Cam								-	$ 52.00	$ -
Cable: 6/4 Spider Box Cable 50'								-	$ 38.00	$ -
Cable: Ramps								-	$ 30.00	$ -
Circuit Tester / Analyser								-	$ 35.00	$ -
Extension Cord: 20 amp 25'								-	$ 4.50	$ -
Extension Cord: 20 amp 50'								-	$ 5.00	$ -
Extension Cord: 20 amp 100'								-	$ 7.50	$ -
Distribution: Spider Box								-	$ 85.00	$ -
Distribution:Panel 200 Amp								-	$ 240.00	$ -
Distribution: Panel 400 Amp								-	$ 275.00	$ -
Distribution:I - Line Panel 200 Amp								-	$ 50.00	$ -
Distribution:I - Line Panel 400 Amp								-	$ 75.00	$ -
Distribution:I - Line Panel 600 Amp								-	$ 135.00	$ -
Distribution:I - Line Panel 800 Amp								-	$ 160.00	$ -
Distribution:I - Line Panel 1000 Amp								-	$ 180.00	$ -
Distribution:I - Line Panel 1200 Amp								-	$ 205.00	$ -
Light: Halogen Work Light								-	$ 25.00	$ -
Light: Stand								-	$ 35.00	$ -
Light: String								-	$ 35.00	$ -
Light: Wobble								-	$ 35.00	$ -
Light: Light Tower 4-7 KW								-	$ 200.00	$ -
Light: Light Tower 8-15 KW								-	$ 310.00	$ -
Light: Light Tower 16-20 KW								-	$ 395.00	$ -
Spill Berm 9' X 14'								-	$ 75.00	$ -
Spill Berm 12' X 25'								-	$ 125.00	$ -
Spill Berm 10' X 50'								-	$ 175.00	$ -
ATP Meter								-	$ 95.00	$ -
Anemometer								-	$ 75.00	$ -
4 Gas Meter								-	$ 85.00	$ -
Boroscope								-	$ 70.00	$ -
Hygrometer								-	$ 25.00	$ -
Flir Thermal Imaging Camera								-	$ 165.00	$ -
Manometer								-	$ 55.00	$ -
Manometer - Recording								-	$ 110.00	$ -

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 10/28/2024	TUES 10/29/2024	WED 10/30/2024	THUR 10/31/2024	FRI 11/1/2024	SAT 11/2/2024	SUN 11/3/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
MatterPort Camera								-	$ 300.00	$ -
Moisture Meter								-	$ 65.00	$ -
Particulate Counter								-	$ 70.00	$ -
Tramex								-	$ 70.00	$ -
Temporary Perimeter Fencing								-	$ 6.00	$ -
Single Gate								-	$ 150.00	$ -
Double Gate								-	$ 250.00	$ -
Sandbags								-	$ 15.00	$ -
Scaffolding - Baker Scaffolding								-	$ 40.00	$ -
ForkLift up to 7000 LBS								-	$ 465.00	$ -
ForkLift up to 8000 LBS								-	$ 625.00	$ -
ForkLift up to 10000 LBS	1	1	1	1	1	1	1	7.0	$ 750.00	$ 5,250.00
ForkLift up to 15000 LBS								-	$ 850.00	$ -
ForkLift up to 18000 LBS								-	$ 1,025.00	$ -
ForkLift up to 25000 LBS								-	$ 1,200.00	$ -
ForkLift up to 35000 LBS								-	$ 1,400.00	$ -
ForkLift up to 38000 LBS								-	$ 1,600.00	$ -
ForkLift Extended Reach up to 5000 LBS								-	$ 465.00	$ -
ForkLift Extended Reach up to 6000 LBS								-	$ 550.00	$ -
ForkLift Extended Reach up to 8000 LBS								-	$ 700.00	$ -
ForkLift Extended Reach up to 10000 LBS								-	$ 1,000.00	$ -
ForkLift Extended Reach up to 12000 LBS								-	$ 1,150.00	$ -
ForkLift Extended Reach up to 14000 LBS								-	$ 1,250.00	$ -
ForkLift Extended Reach up to 16000 LBS								-	$ 1,375.00	$ -
ForkLift Extended Reach up to 18000 LBS								-	$ 1,450.00	$ -
Articulating Boom Lift 28-45 FT								-	$ 750.00	$ -
Articulating Boom Lift 40-45 FT								-	$ 950.00	$ -
Fuel Cell - 250 - 499 Gallon								-	$ 200.00	$ -
Fuel Cell - 500 - 749 Gallon								-	$ 295.00	$ -
Fuel Cell - 750 - 999 Gallon								-	$ 400.00	$ -
Fuel Cell - 1000 - 1249 Gallon								-	$ 500.00	$ -
Fuel Cell - 1500 - 1800 Gallon								-	$ 650.00	$ -
Fuel Cell - 2300 Gallon								-	$ 850.00	$ -
TOTALS	2.0	16.0	21.0	26.0	30.0	6.0	9.0	110.0		$ 15,280.00
TOTAL DUE										$ 15,280.00

StopLoss

BILLING SHEET: VEHICLES

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	October 28 - November 3 , 2024

VEHICLES

NOTE: Vehicle fuel and operator will be billed SEPARATELY

VIN #	LICENSE PLATE #	MAKE	VEHICLE DESCRIPTION	DRIVER	MON	TUES	WED	THUR	FRI	SAT	SUN	DAYS	RATE	TOTAL
					10/28/2024	10/29/2024	10/30/2024	10/31/2024	11/1/2024	11/2/2024	11/3/2024			
			Work Truck - 3/4 Ton 4 x 4	Krauzhoffmann, Eddie			1.00	1.00	1.00	1.00	1.00	5.00	$ 200.00	$ 1,000.00
			Work Truck - 3/4 Ton 4 x 4	Lambert, Mitchell				1.00	1.00		1.00	3.00	$ 200.00	$ 600.00
			Work Truck - 3/4 Ton 4 x 4	Moreno, Daniel				1.00	1.00			2.00	$ 200.00	$ 400.00
			Work Truck - 3/4 Ton 4 x 4	Schueller, Brandon				1.00	1.00			2.00	$ 200.00	$ 400.00
			Passenger Vehicle - SUV	Gonzalez, Alberto			1.00	1.00	1.00			3.00	$ 155.00	$ 465.00
			Passenger Vehicle - SUV	Palmar, Moises		1.00		1.00			1.00	3.00	$ 155.00	$ 465.00
			Passenger Vehicle - SUV	Espinosa, Rene			1.00	1.00	1.00			3.00	$ 155.00	$ 465.00
			Cargo/Box Truck - 20' and above	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 350.00	$ 2,450.00
			Cargo/Box Truck - 20' and above	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 350.00	$ 2,450.00
			990 Gallon Fuel Trailer	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 650.00	$ 4,550.00
			Trailer - 24' Fast Response Trailer	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 450.00	$ 3,150.00
TOTALS					0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00		$ 16,395.00

StopLoss

BILLING SHEET: LODGING

PROJECT:	Fortune Property Mgmt	JOB #: SL 241031R	DATE: 10/28- 11/4
TRAVEL / FUEL / HOTEL EXPENSES			
Dates:	Labor Count (Does not include local labor)	Job Site GSA Rate [Per Diem Rates | GSA]	Amount Due
10/28/2024	10	$ 128.00	$ 1,280.00
10/29/2024	10	$ 128.00	$ 1,280.00
10/30/2024	15	$ 128.00	$ 1,920.00
10/31/2024	15	$ 128.00	$ 1,920.00
11/1/2024	20	$ 128.00	$ 2,560.00
11/2/2024	20	$ 128.00	$ 2,560.00
11/3/2024	20	$ 128.00	$ 2,560.00
			$ 14,080.00
Cost Plus Overhead			**$ 2,956.80**
Total Due			**$ 17,036.80**

StopLoss

BILLING SHEET: THIRD PARTY CHARGES

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE: 10/28- 11/4

Third Party Charges

Invoice Date	Vendor	Description	Unit Cost	BILLED
11/1/2024	Jon Don	Supplies	Cost + 10 / 10	$ 4,620.52
11/4/2024	Jon Don	Supplies	Cost + 10 / 10	$ 3,233.10
11/4/2024	WasteOps	Roll Off Dumpsters	Cost + 10 / 10	$ 562.90
11/4/2024	WasteOps	Roll Off Dumpsters	Cost + 10 / 10	$ 562.90
11/5/2024	Warden Security	On Site Security (10/28 - 11/4)	Cost + 10 / 10	$ 7,605.00
			Cost + 10 / 10	
TOTAL				**$ 16,584.42**
Cost Plus Overhead				**$ 3,482.73**
Total Due				**$ 20,067.15**

StopLoss

BILLING SHEET: LABOR

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	November 4 - 10 , 2024

LABOR

NAME	POSITION	MONDAY November 4, 2024			TUESDAY November 5, 2024			WEDNESDAY November 6, 2024			THURSDAY November 7, 2024			FRIDAY November 8, 2024			SATURDAY November 9, 2024			SUNDAY November 10, 2024			HRS FOR WEEK	REG HOURS	OT HOURS	REG RATE	OT RATE	BILLING: REG HRS	BILLING: OT HRS	DAYS of PER DIEM	PER DIEM TOTAL	TOTALS
		IN	Lunch	Out	IN	Lunch	Out	IN	Lunch	Out	IN	Lunch	Out	IN	Lunch	Out	IN	Lunch	Out	IN	Lunch	Out										
Krauzhoffmann, Eddie	Project Site Manager	19:30	0	23:30		0		20:30	0	1:00	20:30	0	23:30	7:00	0.5	18:00		0			0		22	19.5	2.5	$ 135.00	$202.50	$ 2,632.50	$ 506.25	4	$ 320.00	$ 3,458.75
Lambert, Mitchell	Remediation / Restoration Foreman	20:30	0	4:00	20:30	1	9:30	1:00	0.5	10:30	20:30	1	11:30	21:30	1	10:30		0		23:30	0.5	10:00	64.5	39.5	25	$ 75.00	$112.50	$ 2,962.50	$ 2,812.50	6	$ 480.00	$ 6,255.00
Chautin, Gary	Quality Control Field Officer		0		20:30	1	9:30	20:30	1	9:00	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	61	32	29	$ 75.00	$112.50	$ 2,400.00	$ 3,262.50	5	$ 400.00	$ 6,062.50
Schueller, Brandon	Remediation / Restoration Supervisor	20:30	1	11:00	20:30	1	9:30	20:30	1	10:30	20:30	1	11:30	20:30	1	10:30		0		20:30	1	10:00	78	40	38	$ 85.00	$127.50	$ 3,400.00	$ 4,845.00	6	$ 480.00	$ 8,725.00
Aponte, Josue	Remediation / Restoration Technician		0		20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	61.5	32	29.5	$ 65.00	$97.50	$ 2,080.00	$ 2,876.25	5	$ 400.00	$ 5,356.25
Bermudez, David	Remediation / Restoration Technician		0			0			0			0		20:30	1	9:45	18:00	1	6:00	18:00	1	6:00	34.25	8	26.25	$ 65.00	$97.50	$ 520.00	$ 2,559.38	3	$ 240.00	$ 3,319.38
Cruz, Ender	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30		0		20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	62	32	30	$ 65.00	$97.50	$ 2,080.00	$ 2,925.00	5	$ 400.00	$ 5,405.00
Cruz, Ender Jr.	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30		0		20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	62	32	30	$ 65.00	$97.50	$ 2,080.00	$ 2,925.00	5	$ 400.00	$ 5,405.00
Espinosa, Rene	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Gastelo, Isaias	Remediation / Restoration Technician		0		20:30	0.5	6:00		0			0			0			0			0		9	8	1	$ 65.00	$97.50	$ 520.00	$ 97.50	1	$ 80.00	$ 697.50
Gonzalez, Alberto	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Gutierrez, Jackeline	Remediation / Restoration Technician		0		20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	61.5	32	29.5	$ 65.00	$97.50	$ 2,080.00	$ 2,876.25	5	$ 400.00	$ 5,356.25
Linares, Alejandro	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Lopez, Richard	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Paez, Jose	Supply Officer	20:30	1	10:30	20:30	1	10:00		0		20:30	1	10:15		0			0			0		38.25	24	14.25	$ 65.00	$97.50	$ 1,560.00	$ 1,389.38	3	$ 240.00	$ 3,189.38
Palmar, Moises	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45		0			0			0		48.75	32	16.75	$ 65.00	$97.50	$ 2,080.00	$ 1,633.13	4	$ 320.00	$ 4,033.13
Perdomo, Jorge	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	21.75	$ 65.00	$97.50	$ 2,600.00	$ 2,120.63	6	$ 480.00	$ 5,200.63
Perez, Vanessa	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Petit, Hiam	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 65.00	$97.50	$ 2,600.00	$ 3,315.00	6	$ 480.00	$ 6,395.00
Pinzon, Jesus	Remediation / Restoration Technician	20:30	1	10:00	20:30	0.5	6:00	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	71	40	31	$ 65.00	$97.50	$ 2,600.00	$ 3,022.50	6	$ 480.00	$ 6,102.50
Urdaneta, Darwin	Remediation / Restoration Technician	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	21.75	$ 65.00	$97.50	$ 2,600.00	$ 2,120.63	6	$ 480.00	$ 5,200.63
Villalobos, Stephany	Photo Documentation Officer	20:30	1	10:00	20:30	1	9:30	20:30	1	9:30	20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	74	40	34	$ 55.00	$82.50	$ 2,200.00	$ 2,805.00	6	$ 480.00	$ 5,485.00
Villegas, Jose	Supply Officer	20:30	1	10:30	20:30	1	10:00		0		20:30	1	9:45	20:30	1	10:30		0		20:30	1	10:00	63.25	32	31.25	$ 65.00	$97.50	$ 2,080.00	$ 3,046.88	5	$ 400.00	$ 5,526.88
Zostelo, Isaias	Remediation / Restoration Technician	20:30	1	10:00		0			0		20:30	1	9:45	20:30	1	10:30		0		20:30	1	9:45	50	24	26	$ 65.00	$97.50	$ 1,560.00	$ 2,535.00	4	$ 320.00	$ 4,415.00
			0																									$ 53,635.00	$ 64,248.75		$ 9,680.00	

StopLoss

INVOICE

StopLoss Specialists, LLC
1048 Forum DR.
Broussard, LA 70518
866.883.4652

Project Contact Info
Project Coordinator: Scott Butaud
337-319-3425
Sbutaud@stoploss247.com

Bill To:		
Fortune Property Management, LLC	Project Name:	Fortune Property Mgmt
12755 SW Freeway	Job Number:	SL 241125 R
Stafford, TX 77477	Dates Invoiced:	November 4 - 10 , 2024
	Invoice Issue Date:	November 12, 2024

LABOR:		
Regular Time	$	53,635.00
Overtime	$	64,248.75
Holiday Time		
Per Diem	$	9,680.00
Per Diem - Cost + 10/10	$	2,032.80
Total Time & Per Diem	**$**	**129,596.55**

3% Small Tools Charge (3% of Labor without per diem)		
Total Small Tools Charge	**$**	**3,536.51**

EQUIPMENT:		
Fans / Dehues / Air Scrubbers	$	25,910.00
Desiccants / Generators	$	4,074.00
Equipment Cleaning / Decontamination	$	-
Other Equipment	$	12,000.00
Total Equipment	**$**	**41,984.00**

TRAVEL, FUEL, HOTEL EXPENSE		
Vehicles	$	19,680.00
Lodging	$	17,920.00
Lodging - Cost + 10/10	$	3,763.20
Total Travel, Fuel, Hotel Expense	**$**	**41,363.20**

MATERIALS		
Purchased Materials	$	1,021.53
Cost + 10/10	$	214.52
Total Third Party Charge	**$**	**1,236.05**

Invoice Total	**$**	**217,716.31**

StopLoss.

Restore.

Recover.

StopLoss

BILLING SHEET: EQUIPMENT

PROJECT: Fortune Property Mgmt | **JOB #:** SL 241125 R | **DATE:** November 4 - 10 , 2024

EQUIPMENT TRACKING

ASSET NUMBER/ID	ITEM DESCRIPTION	MON 11/4/2024	TUES 11/5/2024	WED 11/6/2024	THUR 11/7/2024	FRI 11/8/2024	SAT 11/9/2024	SUN 11/10/2024	WEEK TOTALS	RATE	TOTAL COSTS
FANS / DEHUMIDIFIERS / AIR SCRUBBERS											
02DH0152037	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151155	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152072	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
A02AS0151140	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152036	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151150	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152075	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151187	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152099	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151184	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152069	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151216	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02DH0152012	Dehumidifier: X Large LGR (110-159 ppd)	1	1	1	1	1	1	1	7	$ 165.00	$ 1,155.00
02AS0151160	Air Scrubber : Up to 799 CFM	1	1	1	1	1	1	1	7	$ 115.00	$ 805.00
02AS0151214	Air Scrubber : Up to 799 CFM				1	1	1	1	4	$ 115.00	$ 460.00
02AS0153018	Air Scrubber: 1400 - 4999 CFM	1	1	1	1	1	1	1	7	$ 185.00	$ 1,295.00
02AS0153028	Air Scrubber: 1400 - 4999 CFM	1	1	1	1	1	1	1	7	$ 185.00	$ 1,295.00
AS251058	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
AS251038	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
AS51101	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
AS251086	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
AS251051	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
02DH0152067	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02DH0152061	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02DH0152098	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02DH0152068	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
AS251078	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
AS251089	Air Scrubber: 1400 - 4999 CFM				1	1	1	1	4	$ 185.00	$ 740.00
02DH0152073	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
02AS0151203	Dehumidifier: X Large LGR (110-159 ppd)				1	1	1	1	4	$ 165.00	$ 660.00
									-		$ -
TOTALS		16	16	16	17	17	17	17			$ 25,910.00

DESICCANTS / GENERATORS											
	Generator - 56 kw- 70 kw	1	1	1	1	1	1	1	7	$ 582.00	$ 4,074.00
TOTALS		1	1	1	1	1	1	1			$ 4,074.00

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	November 4 - 10 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 11/4/2024	TUES 11/5/2024	WED 11/6/2024	THUR 11/7/2024	FRI 11/8/2024	SAT 11/9/2024	SUN 11/10/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
Administration Package	2	2	2	2	2		2	12.0	$ 55.00	$ 660.00
Communications Package:	4	4	4	4	4		4	24.0	$ 35.00	$ 840.00
P.F.P. (Personal Fall Protection)								-	$ 75.00	$ -
P.P.E. Level 1 - (Hard Hat / Eye Protection / Hearing Protection / Safety Vest)	16	18	13	18	17	0	17	99.0	$ 25.00	$ 2,475.00
P.P.E. Level 2 - (Lvl 1+Rubber Boots,Wader,Rain Gear)								-	$ 55.00	$ -
P.P.E. - (PRP-Half Face respirator w/o cartridges)								-	$ 35.00	$ -
P.P.E. - (PRP-Full Face respirator w/o cartridges)								-	$ 50.00	$ -
Safety Station	1	1	1	1	1	1	1	7.0	$ 150.00	$ 1,050.00
Mobile Command Center	1	1	1	1	1	1	1	7.0	$ 850.00	$ 5,950.00
Air Compressor - Portable								-	$ 25.00	$ -
Chain Saw								-	$ 35.00	$ -
Remediation Saw (Kett saw w/dustless attachment)								-	$ 45.00	$ -
Demolition Cart	2	2	2	2	2		2	12.0	$ 50.00	$ 600.00
Dolly	1	1	1	1	1		1	6.0	$ 25.00	$ 150.00
Extraction Unit - (Portable)								-	$ 165.00	$ -
Extraction Unit - Ride on Type (Xtreme Xtractor)								-	$ 195.00	$ -
Flex Duct: Duct Splitter (Y or T)								-	$ 15.00	$ -
Flex Duct: Flex Duct								-	$ 35.00	$ -
Fogger: Fogger Thermo								-	$ 210.00	$ -
Fogger: Fogger ULV								-	$ 50.00	$ -
Flex Duct: High Temp Flex Duct								-	$ 50.00	$ -
Hydroxyl Machine								-	$ 285.00	$ -
Lay Flat: Small 12" x 250'								-	$ 350.00	$ -
Lay Flat: Large 30" x 500'								-	$ 525.00	$ -
Ozone Generator								-	$ 215.00	$ -
Pump: Sump Pump With Hose (1/2 HP)								-	$ 195.00	$ -
Pump: 2 " Trash Pump								-	$ 250.00	$ -
Pump: 3 " Trash Pump								-	$ 300.00	$ -
Pressure Washer - Cold (3500 PSI)								-	$ 150.00	$ -
Pressure Washer - Hot / Cold (3500 PSI)								-	$ 265.00	$ -
Vacuum - HEPA - Commercial Backpack	2							2.0	$ 100.00	$ 200.00
Vacuum - Shop Vacuum								-	$ 45.00	$ -
Vacuum - Shop Vacuum w/ HEPA Filter	1							1.0	$ 75.00	$ 75.00
Vapor Teck Machine								-	$ 245.00	$ -

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	November 4 - 10 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 11/4/2024	TUES 11/5/2024	WED 11/6/2024	THUR 11/7/2024	FRI 11/8/2024	SAT 11/9/2024	SUN 11/10/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
Cable: 4/0 Tail								-	$ 12.00	$ -
Cable: Tee								-	$ 12.00	$ -
Cable: 4/0 400 Amp 50' Camlock								-	$ 38.00	$ -
Cable: 2/0 5 Wire Banded 200 Amp 50' Cam								-	$ 52.00	$ -
Cable: 6/4 Spider Box Cable 50'								-	$ 38.00	$ -
Cable: Ramps								-	$ 30.00	$ -
Circuit Tester / Analyser								-	$ 35.00	$ -
Extension Cord: 20 amp 25'								-	$ 4.50	$ -
Extension Cord: 20 amp 50'								-	$ 5.00	$ -
Extension Cord: 20 amp 100'								-	$ 7.50	$ -
Distribution: Spider Box								-	$ 85.00	$ -
Distribution:Panel 200 Amp								-	$ 240.00	$ -
Distribution: Panel 400 Amp								-	$ 275.00	$ -
Distribution:I - Line Panel 200 Amp								-	$ 50.00	$ -
Distribution:I - Line Panel 400 Amp								-	$ 75.00	$ -
Distribution:I - Line Panel 600 Amp								-	$ 135.00	$ -
Distribution:I - Line Panel 800 Amp								-	$ 160.00	$ -
Distribution:I - Line Panel 1000 Amp								-	$ 180.00	$ -
Distribution:I - Line Panel 1200 Amp								-	$ 205.00	$ -
Light: Halogen Work Light								-	$ 25.00	$ -
Light: Stand								-	$ 35.00	$ -
Light: String								-	$ 35.00	$ -
Light: Wobble								-	$ 35.00	$ -
Light: Light Tower 4-7 KW								-	$ 200.00	$ -
Light: Light Tower 8-15 KW								-	$ 310.00	$ -
Light: Light Tower 16-20 KW								-	$ 395.00	$ -
Spill Berm 9' X 14'								-	$ 75.00	$ -
Spill Berm 12' X 25'								-	$ 125.00	$ -
Spill Berm 10' X 50'								-	$ 175.00	$ -
ATP Meter								-	$ 95.00	$ -
Anemometer								-	$ 75.00	$ -
4 Gas Meter								-	$ 85.00	$ -
Boroscope								-	$ 70.00	$ -
Hygrometer								-	$ 25.00	$ -
Flir Thermal Imaging Camera								-	$ 165.00	$ -
Manometer								-	$ 55.00	$ -
Manometer - Recording								-	$ 110.00	$ -

StopLoss

BILLING SHEET: OTHER EQUIPMENT

PROJECT SITE NAME	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	November 4 - 10 , 2024

OTHER EQUIPMENT

ITEM DESCRIPTION	MON 11/4/2024	TUES 11/5/2024	WED 11/6/2024	THUR 11/7/2024	FRI 11/8/2024	SAT 11/9/2024	SUN 11/10/2024	WEEKLY TOTAL	COST PER UNIT	TOTAL COST
MatterPort Camera								-	$ 300.00	$ -
Moisture Meter								-	$ 65.00	$ -
Particulate Counter								-	$ 70.00	$ -
Tramex								-	$ 70.00	$ -
Temporary Perimeter Fencing								-	$ 6.00	$ -
Single Gate								-	$ 150.00	$ -
Double Gate								-	$ 250.00	$ -
Sandbags								-	$ 15.00	$ -
Scaffolding - Baker Scaffolding								-	$ 40.00	$ -
ForkLift up to 7000 LBS								-	$ 465.00	$ -
ForkLift up to 8000 LBS								-	$ 625.00	$ -
ForkLift up to 10000 LBS								-	$ 750.00	$ -
ForkLift up to 15000 LBS								-	$ 850.00	$ -
ForkLift up to 18000 LBS								-	$ 1,025.00	$ -
ForkLift up to 25000 LBS								-	$ 1,200.00	$ -
ForkLift up to 35000 LBS								-	$ 1,400.00	$ -
ForkLift up to 38000 LBS								-	$ 1,600.00	$ -
ForkLift Extended Reach up to 5000 LBS								-	$ 465.00	$ -
ForkLift Extended Reach up to 6000 LBS								-	$ 550.00	$ -
ForkLift Extended Reach up to 8000 LBS								-	$ 700.00	$ -
ForkLift Extended Reach up to 10000 LBS								-	$ 1,000.00	$ -
ForkLift Extended Reach up to 12000 LBS								-	$ 1,150.00	$ -
ForkLift Extended Reach up to 14000 LBS								-	$ 1,250.00	$ -
ForkLift Extended Reach up to 16000 LBS								-	$ 1,375.00	$ -
ForkLift Extended Reach up to 18000 LBS								-	$ 1,450.00	$ -
Articulating Boom Lift 28-45 FT								-	$ 750.00	$ -
Articulating Boom Lift 40-45 FT								-	$ 950.00	$ -
Fuel Cell - 250 - 499 Gallon								-	$ 200.00	$ -
Fuel Cell - 500 - 749 Gallon								-	$ 295.00	$ -
Fuel Cell - 750 - 999 Gallon								-	$ 400.00	$ -
Fuel Cell - 1000 - 1249 Gallon								-	$ 500.00	$ -
Fuel Cell - 1500 - 1800 Gallon								-	$ 650.00	$ -
Fuel Cell - 2300 Gallon								-	$ 850.00	$ -
TOTALS	30.0	29.0	24.0	29.0	28.0	2.0	28.0	170.0		$ 12,000.00
TOTAL DUE										$ 12,000.00

StopLoss

BILLING SHEET: VEHICLES

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE:	November 4 - 10 , 2024

VEHICLES

NOTE: Vehicle fuel and operator will be billed SEPARATELY

VIN #	LICENSE PLATE #	MAKE	VEHICLE DESCRIPTION	DRIVER	MON 11/4/2024	TUES 11/5/2024	WED 11/6/2024	THUR 11/7/2024	FRI 11/8/2024	SAT 11/9/2024	SUN 11/10/2024	DAYS	RATE	TOTAL
			Work Truck - 3/4 Ton 4 x 4	Krauzhoffmann, Eddie	1.00	1.00	1.00	1.00	1.00		1.00	6.00	$ 200.00	$ 1,200.00
			Work Truck - 3/4 Ton 4 x 4	Lambert, Mitchell	1.00	1.00	1.00	1.00	1.00		1.00	6.00	$ 200.00	$ 1,200.00
			Work Truck - 3/4 Ton 4 x 4	Chautin, Gary		1.00	1.00	1.00	1.00		1.00	5.00	$ 200.00	$ 1,000.00
			Work Truck - 3/4 Ton 4 x 4	Schueller, Brandon	1.00	1.00	1.00	1.00	1.00		1.00	6.00	$ 200.00	$ 1,200.00
			Passenger Vehicle - SUV	Gonzalez, Alberto	1.00	1.00	1.00	1.00	1.00		1.00	6.00	$ 155.00	$ 930.00
			Passenger Vehicle - SUV	Palmar, Moises	1.00	1.00	1.00	1.00				4.00	$ 155.00	$ 620.00
			Passenger Vehicle - SUV	Espinosa, Rene	1.00	1.00	1.00	1.00	1.00		1.00	6.00	$ 155.00	$ 930.00
			Cargo/Box Truck - 20' and above	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 350.00	$ 2,450.00
			Cargo/Box Truck - 20' and above	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 350.00	$ 2,450.00
			990 Gallon Fuel Trailer	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 650.00	$ 4,550.00
			Trailer - 24' Fast Response Trailer	Stoploss	1.00	1.00	1.00	1.00	1.00	1.00	1.00	7.00	$ 450.00	$ 3,150.00
TOTALS					0.00	0.00	0.00	0.00	0.00	0.00	0.00	67.00		$ 19,680.00

StopLoss

BILLING SHEET: LODGING

PROJECT:	Fortune Property Mgmt	JOB #: SL 241031R	DATE: 11/4 - 11/10
TRAVEL / FUEL / HOTEL EXPENSES			
Dates:	Labor Count (Does not include local labor)	Job Site GSA Rate Per Diem Rates | GSA	Amount Due
11/4/2024	20	$ 128.00	$ 2,560.00
11/5/2024	20	$ 128.00	$ 2,560.00
11/6/2024	20	$ 128.00	$ 2,560.00
11/7/2024	20	$ 128.00	$ 2,560.00
11/8/2024	20	$ 128.00	$ 2,560.00
11/9/2024	20	$ 128.00	$ 2,560.00
11/10/2024	20	$ 128.00	$ 2,560.00
			$ 17,920.00
Cost Plus Overhead			**$ 3,763.20**
Total Due			**$ 21,683.20**

StopLoss

BILLING SHEET: THIRD PARTY CHARGES

PROJECT:	Fortune Property Mgmt	JOB #:	SL 241125 R	DATE: 11/4 - 11/10

Third Party Charges

Invoice Date	Vendor	Description	Unit Cost	BILLED
11/6/2024	Jon Don	Supplies	Cost + 10 / 10	$ 235.55
11/6/2024	Jon Don	Supplies	Cost + 10 / 10	$ 244.65
11/12/2024	Event Rentals	Port O Lets / Hand washing	Cost + 10 / 10	$ 541.33
			Cost + 10 / 10	
TOTAL				**$1,021.53**
Cost Plus Overhead				**$ 214.52**
Total Due				**$ 1,236.05**

Exhibit B - [SLS-7A]

Insured Name	Insurance Co.	Insured Address	HO Attorney	Claim No.	Invoice Amount	Adjusted FV	Purchase Price Advance
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477	[redacted]	SL241125R	$ [redacted]	[redacted]	$ 97,067.43
Fortune Property Management LLC	WESTCHESTER SURPLUS LINES INSURANCE COM	12755 Southwest Freeway,Stafford,,77477		SL241125R	$		$ 141,515.60
					$ [redacted]	**$ [redacted]**	**$ 238,583.03**

Adj. FV	$ [redacted]
Purchase Price	$ 238,583.03
Wire Fees	$ (30.00)
Buyback Clearance	$ -
Cash to Seller	**$ 238,553.03**

Buy Back	Portfolio Purchase Name	Adjusted FV	BB Amount

[StopLoss Specialists, LLC]

Seller: ________________________

Buyer: ________________________

I hereby certify that all of the invoices being sold herein are for reasonable amounts, none of them are flood claims or claims removable to federal court, none of them are for forced placed policies, none of them have been previously funded, and the face value of each invoice only includes amounts that are payable under the subject insurance policy, specificially excluding any "handling fees", accrued interest, penalties of any type or collection fees.

Seller: ________________________