

SECOND AMENDMENT TO
ACCOUNT RECEIVABLE SALE AND REPURCHASE AGREEMENT

WHEREAS, on this 19th Day of January 2024, Sellers, David R. Markham, Esquire, individually (the "Attorney") and on behalf of The Markham Law Firm, (the "Firm"), (Attorney and the Firm together referred to as "Sellers") and Buyer, Lawyers Funding Group, LLC desire to amend the Account Receivable Sale and Repurchase Agreement dated August 24, 2023.

WHEREAS, up to the date of this Amended Agreement, the balance due LFG with accrued fees is the sum of \$80,000.00 (and increases each 11th of the month by \$3,250.00 until paid in full/three month minimal).

WHEREAS, The Agreement Recitals, section A. of the August 24, 2023, Agreement is hereby Amended in its entirety and the following substituted:

Attorney and/or Firm represent "Plaintiffs" regarding the following matter (the "Lawsuit/Claim"):

Shaw v Kaiser Foundations Health Plan, Inc on behalf of herself, and others similarly situated in the Superior Court of California, Riverside County Case No CV-RI-2102203. This case has been settled at Mediation for the sum of \$975,000. Attached as **Exhibit "A"** is a filed copy of the Memorandum of Understanding executed by all parties on May 8, 2023.

On January 10, 2024, the Court entered a Preliminary Approval of the Joint Motion to Certify Class and approve Settlement. The Court has scheduled a Final Approval hearing for September 20, 2024.

The total attorney fees sought to be approved without objection is one-third of the settlement amount which shall be split between Markham and Quintilone & Associates pursuant to a Joint prosecution Agreement entered into on or about April 21, 2022, copy of which is attached as **Exhibit B"**.

Class counsel has nominated, and the court has confirmed ILYM Group, Inc., as Third-Party Administrator which has agreed to act as a fiduciary between Buyer and Seller and shall withhold and direct pay LFG the balance due from Markham's share of the attorney fees. Attached as Exhibit "C" is an Escrow Agreement.

NOW THEREFORE, in consideration of an additional Five Thousand (\$5,000.00) Dollars, less \$0.00 origination fee, net amount of \$5,000.00 payable from Buyer to Sellers to be delivered within 3-5 business days after Buyer has received a fully executed unaltered copy of this Amendment, the parties hereby acknowledge and intend to be legally bound as follows and Sellers hereby affirm the following:

	<u>Original (7/11/23)</u>	<u>Add'l 10/11/23</u>	<u>Additional</u>	<u>Total</u>
Purchase Price:	\$40,000.00	\$25,000.00	\$5,000.00	\$70,000.00
PPMonthly Fee:	\$2,000.00	\$1,250.00	\$250.00	\$3,500.00

A. Effective immediately, Section 1, paragraph 1.2 of the August 24, 2023, Agreement is hereby Amended in its entirety and the following substituted:

In full consideration for the sale to Buyer of the Assigned Proceeds, Buyer shall pay to **David R. Markham, Esquire and The Markham Law Firm, the sum of Seventy Thousand (\$70,000.00) Dollars** (the "Purchase Price") as follows: a) The sum of Forty Thousand (\$40,000) Dollars was previously issued to Seller on or about August 24, 2023, b) the additional Twenty-Five Thousand (\$25,000.00) Dollars was previously issued to Seller on or about October 11, 2023, c) the additional Five Thousand (\$5,000.00) Dollars, payable from Buyer to Sellers to be delivered within 3-5 business days after Buyer receives a fully executed copy of this Amendment.

B. Effective immediately, Section 1, paragraph 1.3 of the August 24, 2023, Agreement is hereby Amended in its entirety and the following substituted:

LFG shall be repaid the Purchase Price delivered to Sellers along with its Fee in the amount of **5% per month (non-compounded) or \$3,500.00 per month/three-month minimal** (the "Redemption Amount") within ten (10) days of Sellers receipt of any/all attorney fees from the above Lawsuits/Claims. The difference between the Redemption Amount and the total Assigned Receivable shall be considered to be the "Set off" credited back to the Seller/Attorney.

C. In the event of an Assignment of more than one Account Receivable, Buyer shall be repaid the full amount due from whichever proceeds are received first and if such proceeds are insufficient to satisfy the Lien in full, then Seller shall deliver all of proceeds to Buyer with any remaining sums due to Buyer from the Proceeds of the next assigned receivable which comes into Sellers' possession or right of control, followed by, if necessary, the Proceeds of all remaining Assigned Receivables, in the same manner until the lien is satisfied.

D. Except as provided in this amendment, all other terms, conditions and covenants of the original Account Receivable Sale and Repurchase Agreement Dated August 24, 2023, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Account Receivable Sale and Repurchase Agreement on the dates set forth below:

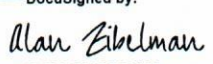
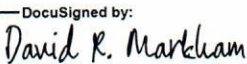
BY:	<div>DocuSigned by:  E4752408CBA2402</div>	1/19/2024
	Lawyers Funding Group, LLC	Date
	By: Alan R. Zibelman	
	<div>DocuSigned by:  4E6BE8A8AA6648F...</div>	1/19/2024
	Seller: David R. Markham, Esquire	Date
	Individually and on behalf of	
	The Markham Law Firm, PLLC	

EXHIBIT "C"- ESCROW AGREEMENT

WHEREAS, THIS ESCROW AGREEMENT (the "Agreement") is made as of this 19th date of January 2024, by and among David Markham, Esquire and the Markham Law Firm, P.A. ("Sellers"), Lawyers Funding Group, LLC ("LFG"), (Buyer.

WHEREAS, Seller and LFG are parties to an Account Receivable Sale and Repurchase Agreement (the "Sale Agreement"), dated on or about August 24, 2023 wherein Seller has agreed to assign, convey and sell to LFG attorney fees in the matter of Shaw v Kaiser Health Plan, Inc. on behalf of herself and other similarly situated in the Superior Court of California, Riverside County Case No CV-RI-2102203. This case has settled at Mediation for the sum of \$975,000. Attached as Exhibit "A" is a filed copy of the Memorandum of Understanding executed by all parties on May 8, 2023.

WHEREAS, pursuant to the Sale Agreement, Seller has executed an Irrevocable Assignment directing the Third-Party Administrator to withhold and deliver proceeds due directly to LFG; and

WHEREAS, LFG has relied upon this Escrow Agreement as a condition to offer and provide funding to Markham and further shall pay consideration in the form of \$500.00 funding advance to ILYM Group, Inc., which it shall deduct from the amount due LFG.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment of Escrow Agent. Seller and LFG hereby appoint ILYM Group, Inc., hereinafter "Escrow Agent" for and between the parties.

2. Duties of Escrow Agent. Escrow Agent shall receive, hold and make delivery of Escrow Funds as provided in this Agreement. All proceeds due LFG will be escrowed by Escrow Agent pursuant to this Agreement in a non-interest-bearing account.

2.1 Escrow Agent shall contact LFG to request a statement of the balance due from Markham such that Markham may Redeem the Account Receivable pursuant to the Agreement which statement shall be provided within 5 business days. Markham shall thereafter have 5 business days to affirm or contest the balance due LFG. In the event there is no dispute Escrow Agent shall make distribution to LFG within an additional 5 business days.

2.2 In the event of any dispute between the parties, including but not limited to computation of the amount due, Escrow Agent shall continue to hold all of the proceeds due Markham as legal fees as Escrow Funds in the Escrow Account and no partial or final distributions of Escrow Funds shall take place absent Escrow Agent's receipt of joint written instructions by the parties or pursuant to a final and non-appealable order of a court of competent jurisdiction.

2.3 Should any controversy arise between the parties and Escrow agent, or any other person, firm or entity with respect to this Agreement, the Escrow Funds, or the right of any party or other person to receive the Escrow Funds, or should the parties fail to designate a successor Escrow Agent by Agreement, Escrow Agent may commence an interpleader action and deposit the funds in the Escrow Account with any court in either Florida or Pennsylvania.

2.4. Escrow agent is not aware of any prior assignments of the legal fees due Markham and has not executed any similar Agreements for the benefit of Markham with respect to any other funding Agreement. Moreover, Escrow agent agrees that it shall not enter into any subsequent Escrow agreement related to the same legal fees which is the subject of the Sale and Purchase Agreement for which this Escrow Agreement has been entered into

3. Dispute Resolution. In the event that any party to this Agreement shall reasonably believe that there exists a dispute arising from or connected with the responsibilities, actions or inactions of Escrow Agent under this Agreement shall be brought in a court of record in the Commonwealth of Pennsylvania located in Philadelphia County or the Federal District Court for the Eastern District of Pennsylvania, and each party hereby consents and submits to the non-exclusive jurisdiction and venue of such courts and waives any objection of inconvenient forum.

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4. Miscellaneous

4.1. This Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns. This Agreement may not be changed orally or modified, amended or supplemented without an express written agreement executed by all of the parties.

4.2. This Agreement is intended to be for the sole benefit of the parties listed below and their respective successors and assigns, and none of the provisions of this Agreement are intended to be, and shall not be construed to be, for the benefit of any third person.

4.3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

4.4. All notices shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, in writing.

4.5. This Agreement may be signed in counterparts each of which shall constitute an original.

4.6. The individuals executing this Agreement are authorized to bind the parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DocuSigned by:
Seller: David R. Markham 1/19/2024
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David Markham, Esquire

DocuSigned by:
Buyer: Alan Zibelman 1/19/2024
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Name: Lawyers Funding Group, LLC
By: Alan Zibelman, Esq., Title: Managing Member

ESCROW AGENT:
ON BEHALF OF ILYM Group, Inc.
Lisa Mullins 1/19/2024
Lisa Mullins, CEO
ILYM Group, Inc.
Class Action Settlement Administration