

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): April 12, 2023**

**MSP RECOVERY, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39445**  
(Commission  
File Number)

**84-4117825**  
(I.R.S. Employer  
Identification No.)

**2701 Le Jeune Road, Floor 10  
Coral Gable, Florida**  
(Address of principal executive offices)

**33134**  
(Zip Code)

**(305) 614-2222**

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A Common stock, \$0.0001 par value per share	LIFW	The Nasdaq Global Market
Redeemable warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$11.50 per share	LIFWW	The Nasdaq Global Market
Redeemable warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$0.0001 per share	LIFEWZ	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## **Item 1.01 Entry into a Material Definitive Agreement**

### ***Virage Amendment***

On April 12, 2023, MSP Recovery, Inc. and/or its subsidiaries (the “Company”, “we” or “us”) entered into an amendment (the “Virage MTA Amendment”) to the Master Transaction Agreement, dated March 9, 2022, and that certain Guaranty Agreement made as of March 9, 2022, in each case with Virage Capital Management LP (“Virage”), pursuant to which the Company had outstanding payment obligations to Virage in the amount of \$787.9 million as of December 31, 2022.

Pursuant to the Virage MTA Amendment, the payment date was extended from May 23, 2023 until September 30, 2024, subject to acceleration upon certain triggering events. Under the Virage MTA Amendment, Virage will receive a first priority lien on all sources of revenue of the company not otherwise encumbered as of the date of the Virage MTA Amendment, to the extent in excess of the amount of revenues necessary to establish and maintain an operating reserve of \$70 million for overhead expenses and applicable taxes.

In addition, on January 1, 2024, the Company agreed to pay to Virage, in one or a combination of (a) cash, in an amount equal to 1.0% of each calendar month-end balance (which shall be increased daily up to 20% per annum based on a formula set forth in the Virage MTA Amendment) of the amount owing to Virage as of each preceding calendar month end and/or (b) warrants to purchase Class A common stock at \$0.0001 per share, in an amount equal to the quotient of 1.0% of each calendar month-end balance (which shall be increased daily up to 20% per annum based on a formula set forth in the Virage MTA Amendment) of the amount owing to Virage as of each preceding calendar month end and the volume weighted average price of a share of our Class A common stock for the five day period prior to the issuance. If paid in warrants, such warrants will expire on January 1, 2026;

Further, for each calendar month beginning with January 31, 2024 until the obligations to Virage are paid in full, the Company has agreed to pay to Virage an amount, in one or a combination of (a) cash, in an amount equal to 1.0% of each calendar month-end balance (which shall be increased daily up to 20% per annum based on a formula set forth in the Virage MTA Amendment) of the amount owing to Virage as of each preceding calendar month end and/or (b) warrants to purchase Class A common stock at \$0.0001 per share, in an amount equal to the quotient of 1.0% of each calendar month-end balance (which shall be increased daily up to 20% per annum based on a formula set forth in the Virage MTA Amendment) of the amount owing to Virage as of each preceding calendar month end and the volume weighted average price of a share of our Class A common stock. If paid in warrants, such warrants will expire two years from the date of issuance.

The warrants will contain customary provisions for a transaction of this type, including that each warrant will be exercisable in whole or in part at any time prior to the expiration date, be freely transferable, subject only to applicable securities laws, and be subject to customary anti-dilution protection regarding the exercise price and number of shares of Class A Common Stock to be issued upon the exercise of each warrant.

### ***Nomura Promissory Note***

On April 12, 2023, the Company amended the promissory note to Nomura originally issued on May 27, 2022, which amendment increased the principal amount to approximately \$26.2 million and extended the maturity date of the promissory note to September 30, 2024. The amended note carries an interest rate of 16% per annum and is payable in cash every 30 calendar days after April 12, 2023. Upon two days prior written notice to Nomura, the Company may prepay all or any portion of the then outstanding principal amount under the promissory note together with all accrued and unpaid interest thereon.

## **Item 8.01 Other Events.**

On March 31, 2023, the Company filed a Form 12b-25, Notice of Late Filing with respect to its Annual Report on Form 10-K for the year ended December 31, 2022 (the “Form 10-K”). The Company noted that it had determined that it would be unable to file the Form 10-K with the Securities and Exchange Commission (the “SEC”) within the prescribed time period without unreasonable effort or expense. While the Company continues to work diligently to file its Form 10-K as soon as possible, on April 16, 2023, the Company determined that it would not be able to file within the additional time afforded by the filing of the Form 12b-25, and, therefore, it will not file the Form 10-K by April 17, 2023.

As disclosed in the Company’s Current Report on Form 8-K filed on April 14, 2023, the Company has determined to restate its financial statements for the periods ended June 30, 2022 and September 30, 2022. On April 16, 2023, the board of directors of the Company established a special committee to review the totality of the circumstances surrounding open items as it pertains to the Company’s filing of its annual report on Form 10-K for the year ended December 31, 2022, and address any related issues.

## Item 9.01. Financial Statements and Exhibits.

### (c) Exhibits

Exhibit Number	Description
10.1	<a href="#">MTA Amendment and Binding Term Sheet, by and between Virage Recovery Master LP, Series MRCS, a series of MDA, Series LLC, John H. Ruiz, Frank C. Quesada, Virage Capital Management LP, MSP Recovery, LLC, La Ley con John H. Ruiz, MSP Recovery, Inc. and Lionheart II Holdings, LLC, dated April 12, 2023</a>
10.2	<a href="#">Amended and Restated Secured Promissory Note, dated April 12, 2023 by and between the Company and Nomura Securities International, Inc.</a>
99.1	<a href="#">Press release dated April 17, 2023</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

### FORWARD-LOOKING STATEMENTS

*The Company cautions you certain of the statements in this Form 8-K or in its press release may represent “forward-looking statements” as defined in Section 27A of the United States Securities Act of 1933, as amended, and Section 21E of the United States Securities Exchange Act of 1934, as amended. These statements are based on assumptions believed by the Company to be reasonable and speak only as of the date on which such statements are made. Without limiting the generality of the foregoing, words such as “expect,” “believe,” “anticipate,” “intend,” “plan,” “project,” “will” or “estimate,” or the negative or other variations thereof or comparable terminology are intended to identify forward-looking statements. Except as required by law, the Company undertakes no obligation to update such statements to reflect events or circumstances arising after such date and cautions investors not to place undue reliance on any such forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those described in the statements based on a number of factors, including but not limited to the following: the cost and availability of capital or credit facility borrowings; the ability to obtain equity financing; general market conditions; the adequacy of cash flows or available debt resources to fund operations; and other risk factors described from time to time in the Company’s Forms 10-K, Forms 10-K/A, Forms 10-Q, Forms 10-Q/A and Form 8-K reports (including all amendments to those reports).*

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MSP Recovery, Inc.

Date: April 17, 2023

By: /s/ Alexandra Plasencia

Name: Alexandra Plasencia

Title: General Counsel

### MTA Amendment

This MTA Amendment (this “**Amendment**”) is by and among Virage Recovery Master LP, a Delaware limited partnership (“**VRM**”), Series MRCS, a series of MDA, Series LLC, a Delaware series limited liability company (“**Series MRCS**”), John H. Ruiz, an individual (“**Ruiz**”), Frank C. Quesada, an individual (“**Quesada**”) and, together with Ruiz, the “**MRCS Principals**” and each an “**MRCS Principal**”), Virage Capital Management LP, a Delaware limited partnership (“**Virage**”), MSP Recovery, LLC, a Florida limited liability company (“**MSP Recovery**”), La Ley con John H. Ruiz, d/b/a MSP Recovery Law Firm, a Florida corporation and MSP Law Firm, a Florida PLLC (together, “**MSP Recovery Law Firm**”), MSP Recovery, Inc. (formerly known as Lionheart Acquisition Corporation II, a Delaware corporation and a special purpose acquisition company, “**Parent**”), and Lionheart II Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of Parent (the “**Purchaser**”). VRM, Series MRCS, the MRCS Principals, MSP Recovery, Parent and Purchaser are referred to herein collectively as the “**Parties**” and each, individually, as a “**Party**.” Series MRCS, the MRCS Principals, MSP Recovery, MSP Recovery Law Firm, Parent and Purchaser are referred to herein collectively as the “**MSP Parties**” and each, individually, as a “**MSP Party**.”

### Preliminary Statements

- A. Certain of the Parties are parties to that certain Master Transaction Agreement dated as of March 9, 2022 (the “**MTA**”) and certain of the Parties are parties to that certain Guaranty Agreement (the “**VRM Full Return Guaranty**”) made as of March 9, 2022 by Parent, Purchaser, the MRCS Principals, and MSP Recovery to VRM. Capitalized terms not otherwise defined in this Amendment have the meanings given such terms in the MTA.
- B. Pursuant to the MTA and the VRM Full Return Guaranty, VRM is due to receive cash payment from Parent and Purchaser in an amount equal to the VRM Full Return on or prior to May 23, 2023 (from the Payment Methods as defined in the VRM Full Return Guaranty) and pursuant to the VRM Full Return Guaranty, certain of the Parties have unconditionally but severally guaranteed the timely payment of the VRM Full Return to VRM on or prior to the first anniversary of the MTA Effective Time by the Payment Methods.
- C. Subject to the terms and conditions set forth herein, VRM is willing to agree to extend the final payment date of the VRM Full Return and the Parties are willing to agree to modify the MTA and the VRM Full Return Guaranty.

**Extension Date**                      Subject to the execution by the other Parties of this Amendment, VRM agrees to extend the final payment date of the VRM Full Return from May 23, 2023, until September 30, 2024, subject to the automatic and immediate acceleration of the final payment date upon the occurrence of any Trigger Event (as defined below) (the “**Extension Date**”).

The final payment date for the VRM Full Return will automatically be accelerated and become immediately due and payable upon the occurrence of any of the following events (each a “**Trigger Event**”):

- the Bankruptcy of any of the MSP Parties,
- the receipt of a negative going concern opinion from Parent’s auditors,
- a breach of any representation or warranty made in this Amendment or in any other Transaction Document by any MSP Party and failure to cure any such breach within five days of notice thereof from Virage,

- any breach or default under any agreement with respect to any indebtedness for borrowed money by any of the MSP Parties,
- any default by a MSP Party in the performance of any of its obligations hereunder or under any other Transaction Document and failure to cure any such default within five days of notice thereof from Virage,
- any MSP Party admits in writing its inability to pay its debts as such debts become due, or
- a material breach of the MTA or the VRM Full Return Guaranty (each as amended by this Amendment) by any MSP Party.

Each MSP Party agrees to promptly inform Virage of the occurrence of any Trigger Event.

“**Bankruptcy**” means, with respect to any Person, the occurrence of any of the following: (a) such Person (i) voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any proceeding or petition described in clause (b) below, (iii) applies for or consents to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Person or any of its subsidiaries or for a substantial part of its assets, (iv) files an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) makes a general assignment for the benefit of creditors or (vi) takes any action for the purpose of effecting any of the foregoing, or (b) an involuntary proceeding is commenced or an involuntary petition is filed seeking (i) liquidation, reorganization or other relief in respect of such Person or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Person or any of its subsidiaries or for a substantial part of its assets, and, in any such case under the foregoing clauses (i) and (ii), such proceeding or petition continues undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing is entered.

“**Debtor Relief Law**” means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

“**Person**” means any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof in their capacity as such) or other entity (including any governmental entity), whether organized under the laws of (or, in the case of individuals, resident in) the United States (or any political subdivision thereof) or any foreign jurisdiction.

**Primary and  
Collateral Series**

Pursuant to Section 8.01 of the LLCA, Virage will exercise the CCRA Option (as defined in the LLCA) and the applicable Parties will update the LLCA of the JV Entity accordingly.

**Pledge of Other MSP Revenue** MSP Recovery, Parent, and Purchaser, together with their respective controlled affiliates (collectively, the “**MSP Companies**”), hereby grant, or will cause such affiliates to grant (as applicable), to VRM a first priority security interest in all accounts, receivables, payment intangibles, cash, deposit accounts, sources of revenue and liquidity of the MSP Companies (“**MSP Revenue**”) that are not encumbered as of the date of this Amendment, to the extent of any revenues and liquidity therefrom that are in excess of the amount of revenues necessary to establish and maintain an operating reserve of \$70 million for the MSP Companies’ overhead expenses, plus applicable taxes, or such lesser amount as may be determined by Parent (the “**Operating Reserve**” and, such pledged MSP Revenue, the “**Pledged MSP Revenue**”). For avoidance of doubt, VRM will continue to be entitled to 100% of (a) Recovery Proceeds pursuant to the LLCA, and (b) payments pursuant to the VRM Full Return Guaranty (via the Payment Methods) without regard to the Operating Reserve (or the establishment and maintenance thereof).

MSP Revenue includes any and all sources of revenue of and liquidity to the MSP Companies of any kind, unless as explicitly listed in the file referenced on Schedule A. MSP Revenue includes (and is not limited to):

- Unencumbered claims recovery rights (from Excluded Series and Excluded Claims, as defined in the LLCA), including but not limited to Medicare Advantage, Medicaid, & Commercial Insurance claims;
- Licensing agreements relating to intellectual property of the MSP Companies, including with respect to the LifeWallet platform;
- LifeWallet “Chase to Pay” services;
- Other revenues generated by the LifeWallet ecosystem, including but not limited to LifeWallet Sports, LifeChain, LifeWallet 911, LifeWallet Intelligent Infrastructure, LifeWallet Health, LifeWallet Legal, LifeWallet EDU;
- Camp LeJeune & Veteran’s Affairs initiatives;
- Lawyer referral services;
- Proceeds from the Yorkville Facility (net of the 50% encumbered to pay the Nomura Promissory Note, if required per the agreement with Nomura);<sup>1</sup> and
- Debt or equity transaction proceeds to provide for payment of the VRM Full Return;

The MSP Companies will execute and deliver to VRM a security agreement and such other agreements, documents or instruments as VRM may reasonably request (including, without limitation, deposit account control agreements, payment direction letters, and UCC financing statements) in connection with pledge set forth herein, in each case in form and substance reasonably satisfactory to VRM (collectively, the “**Security Documents**”). Each of the Parties hereby agrees that each of the Security Documents will constitute a “Transaction Agreement” under and as defined in each of the existing Transaction Agreements.

Promptly following the date hereof (and, in any event, no later than 14 calendar days from the date hereof), the MSP Companies will authorize designated representatives of Virage to have view-only access to all bank accounts of the MSP Companies and will make Parent management available to review and answer questions to confirm sources and amounts of MSP Revenue (and provide supporting documentation to Virage) during normal business hours upon reasonable advance notice.

<sup>1</sup> Prior to the Extension Date Parent may limit sales of Parent Class A Common stock to Yorkville under the Yorkville Facility to 15% of the average daily volume, unless otherwise agreed by Parent; after the Extension Date, Parent will use commercially reasonable efforts to cause Yorkville to purchase Parent Class A Common Stock under the Yorkville Facility in an amount sufficient to cover any remaining VRM Full Return.

Each MSP Company hereby represents and warrants that the execution and delivery of this Amendment and the other Transaction Documents and the performance its obligations hereunder and thereunder, including the pledge of assets and grant of security interest set forth herein and therein, will not conflict with or result in any breach or contravention of, or the creation of any lien, encumbrance or security interest under, or require any payment to be made under, any organizational document, indenture, lease, agreement, indebtedness, restrictive legend or other instrument or document to which it is a party or by which it or any of its properties are bound.

**VRM Full Return  
Guaranty Payment  
Methods**

The following will constitute the amended and restated "Payment Methods" with respect to the VRM Full Return Guaranty to be employed by the MSP Parties prior to the Extension Date, as applicable:

1. Payment of Recovery Proceeds and Pledged MSP Revenue immediately upon receipt and without regard to the following order of priority for other Payment Methods;
2. Prior to the following items 3 and 4, sale of Parent Class A Common Stock from conversion of the Reserved SPAC Units and delivery of the resulting net cash proceeds thereof to VRM;
3. Prior to the following item 4, Parent's sale of additional shares of Parent Class A Common Stock and delivery of the resulting net cash proceeds thereof to VRM; provided that if new shares of Parent Class A Common Stock are issued by Parent for such purpose which dilute VRM's existing holdings of Parent Class A Common Stock as of the date of this Amendment (as adjusted for any subsequent sales thereof), the MRCS Principals will deliver to VRM an amount of Parent Class A Common stock held by the MRCS Principals to offset any such dilution; and
4. If the Company has not satisfied the unpaid VRM Full Return by the foregoing, then the sale by the MRCS Principals of Parent Class A Common Stock from conversion of SPAC Units held by the MRCS Principals and delivery of the resulting net cash proceeds thereof to VRM.

The MSP Companies, MRCS Principals, Parent and Purchaser (as applicable) will immediately commence reasonably commercial efforts to make such sales, subject to applicable securities laws, market liquidity and stock exchange rules. For avoidance of doubt, Parent will not be permitted to issue and sell more shares than would be permitted without shareholder approval under applicable stock exchange rules unless Parent has received the applicable stockholder approval prior to any such issuance; provided that (a) the foregoing will not limit the obligations of the MSP Parties to pay the VRM Full Return in full by the Extension Date in the full amount thereof out of the Payment Methods and (b) each MRCS Principal (solely in its capacity as a shareholder of Parent) agrees that it will vote in favor of the issuance and sale of additional shares of Parent Class A Common stock as is necessary to satisfy in full the VRM Full Return Guaranty out of the Payment Methods by the Extension Date.

If the VRM Full Return is not paid in full by the Extension Date, then VRM may enforce the VRM Full Return Guaranty against any of the guarantors thereto as provided in the VRM Full Return Guaranty by any of the Payment Methods and without regard to the order of priority of the Payment Methods provided above.



Except as required for payment of the VRM Full Return, the MRCS Principals agree that from the date of this Amendment they will not sell, transfer, pledge, or otherwise encumber (any such action a “*Transfer*”) their SPAC Units prior to the payment in full of the VRM Full Return if any such Transfer would result in the value of remaining amount of Up-C Units held by the MRCS Principals as of the date of such Transfer (with each Up-C Unit having a value equal to the volume weighted average price (the “*VWAP*”) of a share of Parent Class A Common Stock for the five-day period ending on the date immediately preceding the date of any Transfer) to be less than the then-outstanding unpaid VRM Full Return (calculated as of the date preceding the Transfer). The MSP Companies will not be liable for a breach of this paragraph by the MRCS Principals; provided that Parent and Purchaser will remain obligated for the VRM Full Return as provided in the VRM Full Return Guaranty and this Amendment.

**Additional Return**

“*Unpaid Base Amount*” means the amount of the unpaid VRM Full Return due and owing as of May 23, 2023, which amount will be increased for each day that the VRM Full Return is not paid in full by a daily rate of 0.20 / 365 (20% per annum).

On January 1, 2024 (but not earlier), Parent will, at Parent’s option:

- (a) subject to VRM and Parent having agreed on a mutually acceptable form of warrant, issue to VRM a warrant to purchase a number of shares of Class A Common Stock of Parent equal to the quotient of 1% of each calendar month-end balance of the Unpaid Base Amount (calculated on a cumulative basis) and the VWAP of a share of Class A Common Stock for the five-day period prior to the issuance, beginning with May 24, 2023 and ending December 31, 2023, which warrant will have an exercise price (payable in cash) of \$0.0001 per share (the “*Initial Warrant*”); provided that the Initial Warrant will expire on January 1, 2026;
- (b) pay in cash an amount equal to 1% of each calendar month-end balance of the Unpaid Base Amount (calculated on a cumulative basis), beginning with May 24, 2023 and ending December 31, 2023, which amount, if paid in cash prior to payment in full of the VRM Full Return will not result in a reduction of the VRM Full Return; or
- (c) carry out a combination of the foregoing (a) and (b) such that, in the aggregate, the cash amount actually received by VRM and the amount utilized to calculate the number of shares in (a) equals an aggregate amount equal to 1% of each calendar month-end balance of the Unpaid Base Amount (calculated on a cumulative basis).

For each calendar month-end beginning with January 31, 2024, and continuing until the VRM Full Return is paid in full, Parent will, on the first business of the following month, at Parent’s option:

- (a) issue to VRM a warrant to purchase a number of shares of Class A Common Stock of Parent equal to the quotient of 1% of the calendar month-end balance of the Unpaid Base Amount and the VWAP (each, a “*Monthly Warrant*”), which warrant will have an exercise price (payable in cash) of \$0.0001 per share; provided that each Monthly Warrant will expire on the second anniversary of its issuance;

- (b) pay in cash an amount equal to 1% of the month-end balance of the Unpaid Base Amount, which amount, if paid in cash prior to payment in full of the VRM Full Return will not result in a reduction of the VRM Full Return; or
- (c) carry out a combination of the foregoing (a) and (b) such that, in the aggregate, the cash amount actually received by VRM and the amount utilized to calculate the number of shares in (a) equals an aggregate amount equal to 1% of the month-end balance of the Unpaid Base Amount.

For example: if at the end of a calendar month the Unpaid Base Amount is \$500 million, and assuming a VWAP of \$1 per share, VRM would be entitled receive a Monthly Warrant exercisable for 5 million shares of Class A Common Stock of Parent, or Parent may pay to VRM \$5 million in cash (or a combination of the foregoing such that the aggregate amount is equal to \$5 million).

Notwithstanding the foregoing, each of the Initial Warrants and Monthly Warrants will contain customary provisions for a transaction of this type, including that each Initial Warrant and Monthly Warrant will be exercisable in whole or in part at any time prior to the expiration date, be freely transferable, subject only to applicable securities laws, be subject to anti-dilution protection regarding the exercise price and number of shares of Class A Common Stock to be issued upon the exercise of each Initial Warrant and Monthly Warrant for (i) corporate structural events (e.g., for recapitalizations, reclassifications, splits, reverse splits, reorganizations, consolidations, mergers, stock dividends and similar dilutive or structural transactions), (ii) dividends or distributions made to equity holders, (iii) issuances of equity or equity-linked securities below the then-effective exercise price, and (iv) repurchases or redemptions of equity or equity-linked securities at a price greater than fair market value, permit cashless exercise, provide reasonable information rights, and provide for a cash payment for the fair market value of each Initial Warrant and Monthly Warrant in the event of a sale of Parent (or its successor).

Virage agrees not to, and to cause each of its controlled affiliates not to, use shares of Class A Common Stock of Parent (including those received upon exercise of the Initial Warrants and Monthly Warrants) to, directly or indirectly, short sell, cover a short position, loan or permit the such Person's holdings of securities of Parent (including Parent Class A Common Stock, the Initial Warrant, and any Monthly Warrants) to facilitate a short sale, any derivative transaction or similar transaction by any Person. Parent will not be required to issue more Initial Warrants or Monthly Warrants than would be permitted without shareholder approval under applicable stock exchange rules unless Parent has received the applicable stockholder approval prior to any such issuance; provided that (a) the foregoing will not limit Parent's obligations above to deliver either the required cash payment or warrants (or a combination thereof) when and as due in the full amount thereof and (b) each MRCS Principal (solely in his capacity as a shareholder of Parent) agrees that it will vote in favor of the issuance of Initial Warrants and Monthly Warrants as is necessary to satisfy in full the obligations set forth in this "Additional Return" section.

Each of the Parties hereby agrees that each of the Initial Warrants and Monthly Warrants will constitute a "Transaction Agreement" under and as defined in each of the existing Transaction Agreements.

<b>Private Placement</b>	Following July 1, 2023, if VRM (or the VRM Feeder Investors) finds a <i>bona fide</i> third party buyer of Parent Class A Common Stock sufficient to provide for all or a portion (in increments of at least \$25 million) of the VRM Full Return, then the MSP Parties will, subject to obtaining any requisite approvals required by Nasdaq or any governmental authority or required by law, enter into such transaction on the terms and conditions presented by VRM and the potential buyer, unless the MSP Parties can find an alternate buyer on terms and conditions at least as favorable to the potential buyer as presented by VRM within 30 calendar days following VRM's notice of a potential buyer; provided, however, that any third party actively engaged in discussion as of July 1, 2023 with an investment bank engaged by the MSP Parties to find financing for the VRM Full Return will not be eligible for presentation by VRM (unless and until such potential transaction has been consummated or abandoned).
<b>Sources of MSP Revenue and Material Obligations</b>	<p>The MSP Parties provided Virage data contained in the file referenced on <u>Exhibit B</u> and other information that, taken together, is a complete and accurate summary of sources of MSP Revenue and material obligations of the MSP Companies as of the date of this Amendment, including:</p> <ul style="list-style-type: none"> <li>(a) all Excluded Series and Excluded Claims (as defined in the LLCA) and all agreements, participations, or other arrangements with respect thereto;</li> <li>(b) all material debt obligations, claims proceeds investment agreements, claims financing obligations, claims purchase agreements, working capital agreements, claims assignment agreements, etc.</li> <li>(c) all agreements related to Parent Up-C Units or Class A Common Stock, and</li> <li>(d) all interested party agreements.</li> </ul> <p>Following the date hereof, the MSP Parties will promptly provide to Virage updates to the foregoing and provide such other information relating thereto that Virage reasonably determines necessary to estimate the amount of potential MSP Revenue and their assets and liabilities on at least a quarterly basis.</p> <p>Promptly following the date hereof, the MSP Parties will also provide Virage with copies of any written consent required from any Persons to the extent required for the MSP Parties to comply with the conditions of this Amendment or to the extent that this Amendment conflicts with any other contractual, legal, or other obligations of the MSP Parties.</p>
<b>Fees and Expenses</b>	Within 15 calendar days following presentation of an invoice from VRM, Parent will reimburse VRM for its reasonable and documented, out-of-pocket costs and expenses incurred in connection with this Amendment (including the structuring, investigation, documentation, and negotiation relating to this Amendment) and related agreements, not to exceed \$100,000.00.
<b>Confidentiality</b>	Section 11 of the MTA is hereby incorporated by reference, <i>mutatis mutandis</i> . For avoidance of doubt Parent may make such disclosures pertaining to this Amendment as are required by law or any securities exchange.
<b>Further Assurances</b>	In connection with this Amendment and the transactions contemplated hereby, each Party agrees to execute and deliver such additional documents (including the Security Documents), instruments, conveyances, and assurances, and to take such further actions as may be reasonably required, to carry out the provisions of this Amendment and give effect to the transactions contemplated by this Amendment.

<b>Severability</b>	If any term or provision of this Amendment is held to be invalid, illegal, or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Amendment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties must negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
<b>Governing Law</b>	All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Amendment will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.
<b>Dispute Resolution; Waiver of Jury Trial</b>	<p>Except for the remedies of the nature addressed in the section below titled "Equitable Remedies" (in which case the relevant Party may seek relief of a court of competent jurisdiction), the Parties irrevocably and unconditionally agree that any past, present, or future dispute, controversy, or claim arising under or relating to this Amendment must be submitted for resolution to binding arbitration in accordance with the provisions of Section 14.12 of the LLCA, as if such provision was fully set forth in this Amendment.</p> <p>In the event that any Party institutes any legal suit, action or proceeding, including arbitration, against another Party in respect of a matter arising out of or relating to this Amendment, the prevailing Party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.</p> <p>EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AMENDMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.</p>
<b>Equitable Remedies</b>	Each Party acknowledges that a breach or threatened breach by such Party of any of its obligations under this Amendment would give rise to irreparable harm to the other Parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, each other Party will, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

<b>Amendment; Waiver; Successors and Assigns</b>	No provision of this Amendment may be amended or modified except by an instrument in writing executed by all of the Parties. Any such written amendment or modification will be binding upon each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any Party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Amendment will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Amendment will be binding upon and will inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.
<b>Entirety; No Other Amendments</b>	<p>This Amendment, together with the Transaction Agreements (in each case, as amended by this Amendment), embodies the entire agreement among the Parties and supersedes all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof. This Amendment will not constitute (and is not to be construed as) an amendment or waiver of or consent to any provision of the Transaction Agreements not expressly referred to herein (including any default existing as of the date hereof), and will not be considered to create a course of dealing or to otherwise obligate in any respect VRM to execute similar or other amendments or grant any waivers under the same or similar or other circumstances in the future.</p> <p>Except as expressly amended hereby, the terms, provisions and conditions of the Transaction Agreements are hereby ratified and confirmed and will remain unchanged and in full force and effect without interruption or impairment of any kind. Each of the Parties hereby agrees that this Amendment constitutes a “Transaction Agreement” under and as defined in each of the existing Transaction Agreements. Each of the Transaction Agreements, including the existing Transaction Agreements, and any and all other agreements, documents or instruments now or hereafter executed and/or delivered pursuant to the terms hereof or pursuant to the terms of the existing Transaction Agreements, are hereby amended so that any reference in such Transaction Agreements to the applicable existing Transaction Agreement, whether direct or indirect, will mean a reference to such existing Transaction Agreement as amended by this Amendment.</p>
<b>Counterparts</b>	This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of Electronic Transmission (as defined in the LLCA) is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signature Page Follows]

The Parties have caused this Amendment to be executed and effective as of April 11, 2023.

**Virage Recovery Master LP**

By: Virage Recovery LLC, its general partner

By: \_\_\_\_\_  
Name: Edward Ondarza  
Title: Manager

**Series MRCS, a series of MDA, Series LLC**

By: \_\_\_\_\_  
Name: Frank C. Quesada  
Title: Manager

**Virage Capital Management LP**

By: Virage LLC, its general partner

By: \_\_\_\_\_  
Name: Edward Ondarza  
Title: Manager

**La Ley con John H. Ruiz P.A., d/b/a MSP Recovery Law Firm**

By: \_\_\_\_\_  
Name: John H. Ruiz  
Title: President

**MSP Recovery, LLC**

By: \_\_\_\_\_  
Name: John H. Ruiz  
Title: Authorized Person

**MSP Law Firm PLLC**

By: \_\_\_\_\_  
Name: John H. Ruiz  
Title: Manager

**MSP Recovery, Inc.**

By: \_\_\_\_\_  
Name: John H. Ruiz  
Title: Chief Executive Officer

**Lionheart II Holdings, LLC**

By: \_\_\_\_\_  
Name: John H. Ruiz  
Title: Authorized Person

\_\_\_\_\_  
**FRANK C. QUESADA**

\_\_\_\_\_  
**JOHN H. RUIZ**

*Signature Page to MTA Amendment*

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

**MSP RECOVERY, INC.**

**AMENDED AND RESTATED SECURED PROMISSORY NOTE**

Issuance Date: April 12, 2023

Principal Amount: \$26,346,712.46

**WHEREAS**, MSP Recovery, Inc. d/b/a LifeWallet, a Delaware corporation (formerly known as Lionheart Acquisition Holdings II, the “**Company**”) and Nomura Securities International, Inc. (together with its permitted successors and assigns, “**Holder**”) are the issuer and holder respectively of that certain promissory note, issued by the Company in an original principal amount of \$24,524,311.08 on May 7, 2022, with a maturity date of May 29, 2023 (the “**Initial Promissory Note**”); and

**WHEREAS**, the Company has requested to extend the maturity date of the Initial Promissory Note and Lender has agreed to do so on the terms set forth in this amended and restated secured promissory note (the “**Promissory Note**”).

**FOR VALUE RECEIVED**, the Company hereby promises to pay to the Holder the principal amount of \$26,346,712.46 (representing the original principal, capitalized interest and accrued and unpaid interest on the Initial Promissory Note, and as may be reduced pursuant to Section 1(b), Section 4(d) or increased pursuant to Section 2, the “**Principal Amount**”) when due (whether on the Maturity Date, pursuant to acceleration or otherwise) and to pay interest at the rates and times as set forth in this Promissory Note. The Company acknowledges that such amounts shall be due and payable on September 30, 2024 (the “**Maturity Date**”).

1. PAYMENT AT MATURITY.

(a) Payment at Maturity. On the Maturity Date, the Company shall pay to the Holder an amount in cash equal to the outstanding Principal Amount, plus accrued and unpaid interest, plus any other obligations then due or payable under this Promissory Note.

(b) Prepayment Right. Upon two (2) Business Days’ irrevocable prior written notice to the Holder (each a “**Prepayment Notice**”), the Company may prepay all or any portion of the then outstanding Principal Amount together with all accrued and unpaid interest on the Principal Amount. The portion of the Principal Amount to be prepaid by the Company (each a “**Prepayment Amount**”) and the date selected by the Company for such prepayment (each a “**Prepayment Date**”) shall be set forth in the applicable Prepayment Notice; provided that the Prepayment Date shall be no later than ten (10) Business Days following the date on which the Prepayment Notice is delivered to the Holder. On the applicable Prepayment Date, the Company shall pay to the Holder the sum of (i) the Prepayment Amount plus (ii) all accrued and unpaid

interest on the Principal Amount so repaid. In connection with any payment of a portion of the Principal Amount pursuant to this Section 1(b), upon payment of such Principal Amount in accordance with this Section 1(b) together with accrued and unpaid interest on such Principal Amount, the Principal Amount of this Note shall be deemed reduced by the portion of the Principal Amount so prepaid.

2. INTEREST. On and following April 13, 2023 and until the Principal Amount and all other Note Obligations have been indefeasibly repaid in full in cash, interest will accrue at a rate of 16.0% per annum (the “**Interest Rate**”). Interest shall be payable in cash every 30 calendar days after April 13, 2023 (each an “**Interest Payment Date**”) on the then outstanding Principal Amount of this Promissory Note and all other amounts owed and not yet paid as of such date (including any accrued and unpaid interest); provided that, by irrevocable written election to be delivered to Holder no later than two (2) Business Days in advance of each Interest Payment Date, the Company may elect to pay the interest due on such Interest Payment Date in kind (in lieu of payment in cash), which amount of interest shall be automatically added to the Principal Amount and capitalized on such Interest Payment Date. In all cases interest hereunder shall be computed on the basis of a 360-day year comprised of twelve 30-day months. Upon the occurrence and during the continuance of any Event of Default hereunder and election notice from Holder, the Interest Rate shall automatically increase by an additional 200 basis points per annum, which increase may be applied retroactively from the date of occurrence of such Event of Default at Holder’s election.

3. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to, and agrees in favor of, Holder that:

(a) The Company is a corporation duly formed, existing and in good standing under the laws of the State of Delaware, with full and adequate power to carry on and conduct its business as presently conducted. The Company is duly licensed or qualified in all foreign jurisdictions wherein the nature of its activities requires such qualification or licensing. The exact legal name of the Company is as set forth in the first paragraph of this Promissory Note, and the Company currently does not conduct business under any other name or trade name.

(b) The Company has full right, power and authority to enter into this Promissory Note and to perform all of its duties and obligations under this Promissory Note. The execution and delivery of this Promissory Note will not, nor will the observance or performance of any of its terms or provisions, violate or contravene any provision of law or any of the Company’s certificate of incorporation, by-laws or any other governing documents. All necessary and appropriate action has been taken on the part of the Company to authorize the execution, delivery and performance of this Promissory Note.

(c) This Promissory Note is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors’ rights generally and to general principles of equity.



4. COVENANTS. The Company covenants and agrees that until the Note Obligations (as defined below) (other than inchoate indemnification obligations for which no claim has been made) have been indefeasibly paid in full in cash:

(a) The Company shall provide prompt (and in any event, within one (1) Business Day) written notice to Holder of the occurrence of any Event of Default or Unmatured Event of Default (each as defined below), along with the Company's plans to address such Event of Default or Unmatured Event of Default.

(b) The Company shall use its commercially reasonable efforts to prepay the Principal Amount in full within 90 days of the Issuance Date, and in any event as early as possible prior to the Maturity Date, including using its reasonable best efforts to raise additional capital necessary to repay all Note Obligations in accordance with the terms hereof.

(c) The Company shall provide Holder with a written update report on the status of its capital raise efforts (which may be sent via e-mail) every 30 days after the Issuance Date.

(d) Within ten (10) Business Days of receipt by the Company of any cash proceeds from any Cash Proceeds Event, the Company shall prepay the Note Obligations in an amount equal to the lesser of (x) the aggregate principal amount of the Note Obligations then outstanding and (y) (i) if the Cash Proceeds Event is the ATM Offering, 50% of the aggregate amount of Net Cash Proceeds received by the Company from the ATM Offering or (ii) in the case of any other Cash Proceeds Event, 100% of the aggregate amount of Net Cash Proceeds received by the Company from such Cash Proceeds Event.

(e) The Company shall provide prompt (and in any event, within five (5) Business Days) written notice to Holder of the occurrence of any Cash Proceeds Event, which notice shall specify whether any proceeds from such Cash Proceeds Event are due to any Person other than the Holder pursuant to contractual arrangements existing as of the Issuance Date, reasonably identifying such Person and contractual arrangement.

(f) The Company shall not pay any unsecured indebtedness for borrowed money or other unsecured obligations of the Company unless the Note Obligations are simultaneously repaid in full, provided that the Company may make payments of (i) trade payables and business expenses incurred in the ordinary course and (ii) amounts due under unsecured indebtedness for borrowed money or other unsecured obligations existing as of the Issuance Date; provided, further, that the Company may not make voluntarily prepayments of any such existing indebtedness for borrowed money prior to their scheduled maturity date unless the Note Obligations are simultaneously repaid in full.

(g) The Company shall not declare or make, or agree to pay or make, directly or indirectly, any dividend or other distribution (whether in cash, equity interests or other property) with respect to any holder of the Company's equity interests, or any payment (whether in cash, equity interests or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interests of the Company, any payment of interest, principal or fees in respect of any indebtedness owed by the Company to any holder of any equity interests of the Company, or any option, warrant or other right to acquire any such equity interests of the Company.

5. EVENT OF DEFAULT. Each of the following events shall constitute an “**Event of Default**” hereunder:

- (a) failure by the Company to pay when due or payable all or any portion of the Principal Amount, interest or other amount under this Promissory Note, whether on the Maturity Date, by acceleration, by notice of voluntary prepayment or otherwise;
- (b) with respect to any mortgage, indenture, contract, note or other instrument by which there is evidenced any indebtedness (i) for money borrowed or assumed by the Company or (ii) the payment of which is guaranteed by the Company, there shall occur (A) any default, event of default or any similar event, (B) any failure to pay a matured obligation, (C) any event that permits or requires the acceleration of the maturity thereof or payment owed thereunder or (D) any event or condition that might become any of the foregoing with notice or the passage of time or both;
- (c) other than as specifically set forth in another clause of this Section 5, any breach or failure by the Company to comply with any provision of this Promissory Note;
- (d) any representation, warranty, certificate, financial statement, report, notice, or other writing furnished by or on behalf of the Company to Holder is false or misleading in any material respect on the date as of which the facts therein set forth are stated or certified;
- (e) this Promissory Note shall be repudiated or shall become unenforceable or incapable of performance in accordance with its terms;
- (f) the Company shall fail to maintain its existence in good standing in its state of organization or formation or shall fail to be duly qualified, in good standing and authorized to do business in each jurisdiction where failure to do so would reasonably be expected to have a material adverse impact on the assets or condition of the Company;
- (g) a judgment or settlement shall be entered or agreed to in any such proceeding which would reasonably be expected to have a material and adverse effect on the ability of the Company to repay this Promissory Note; or
- (h) any bankruptcy, insolvency, reorganization, arrangement, readjustment, liquidation, dissolution, or similar proceeding, domestic or foreign, is instituted by or against the Company, and, if instituted against the Company, shall not be dismissed or vacated within sixty (60) days after the filing or other institution thereof; or
- (i) the Company shall become insolvent, generally shall fail or be unable to pay its debts as they mature, shall admit in writing its inability to pay its debts as they mature, shall make a general assignment for the benefit of its creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its usual business.

6. DEFAULT AND REMEDIES.

(a) Upon the occurrence and during the continuance of any Event of Default pursuant to any of Sections 5(a) through (f), Holder at its option may declare, upon written notice to Company, this Note (principal, interest and other amounts) immediately due and payable without other notice, presentment, demand, protest or other request of any kind, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE COMPANY, whereupon the entire unpaid Principal Amount of this Promissory Note, all interest accrued thereon, and any other amounts payable hereunder, shall thereupon at once mature and become due and payable; provided that, upon the occurrence of an Event of Default pursuant to Sections 5(g) through (i) all principal, interest and other amounts due under this Promissory Note shall be deemed immediately and automatically due and payable without notice, presentment, demand, protest or other request of any kind, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY THE COMPANY. Upon the occurrence and during the continuance of any Event of Default, Holder may exercise any rights and remedies under this Promissory Note, at law or in equity. Interest shall continue to accrue on the Promissory Note upon the occurrence of an Event of Default and notwithstanding that such amounts are due and payable.

(b) Upon the occurrence and during the continuance of any Event of Default, to the maximum extent permitted under law, Holder may set off the amounts due under this Promissory Note against any and all accounts, credits, money, securities or other property now or hereafter held by or in the possession of Holder to the credit or for the account of the Company, without notice to or the consent of the Company.

(c) All of the rights and remedies of Holder under this Promissory Note are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Holder of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Holder of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other further exercise thereof, and every right and remedy may be exercised at any time or from time to time. No failure by Holder to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default.

(d) Holder may, by written notice to the Company, at any time and from time to time, waive any Event of Default or any event or condition that would become an Event of Default with notice or the passage of time or both (each an “**Unmatured Event of Default**”) which shall be for such period and subject to such conditions as shall be specified in any such notice. In the case of any such waiver, Holder and the Company shall be restored to their former position and rights hereunder, and any Event of Default or Unmatured Event of Default so waived shall be deemed to be cured and not continuing to the extent of, and subject to any and all conditions set forth in, such waiver; but no such waiver shall extend to or impair any subsequent or other Event of Default or Unmatured Event of Default. No failure to exercise, and no delay in exercising, on the part of Holder of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(e) The Company irrevocably waives presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, demand, diligence, grace, notice of dishonor or default, notice of nonpayment, notice of acceptance, notice of any loans made, extensions granted or other action taken in reliance hereon, and all other demands and notices of any kind in connection with the Company's entry into this Promissory Note.

(f) Holder shall have no obligation to give the Company or any other Person notice of the existence of any Event of Default or Unmatured Event of Default or of any decision made or that it is entitled to make hereunder.

7. PAYMENT DATE. To the extent any payment is due on this Promissory Note on a date which is not a Business Day, such payment shall be due on the preceding Business Day.

8. AMENDING THE TERMS OF THIS NOTE. This Promissory Note may be amended only with the written consent of the Company and the Holder. Any amendment effected in accordance with this Section 8 shall be binding upon the Holder and the Company.

9. TRANSFER. This Promissory Note may be offered, sold, assigned or transferred by the Holder without the consent of the Company, subject only to compliance with applicable securities laws. Notwithstanding the foregoing, Holder may not offer to sell, assign or transfer this Promissory Note to any Disqualified Persons. The Company shall cooperate in good faith, provide documentary support and reasonable access to personnel and respond in a prompt manner to any reasonable request by the Holder in relation to any offer, sale, assignment or transfer by the Holder of this Promissory Note, and for avoidance of doubt, shall not take any action to frustrate or seek to hinder any such proposed offer, sale, assignment or transfer; provided that Holder shall notify the Company at least fifteen (15) days in advance of any such proposed offer, sale, assignment or transfer. Upon the Holder giving notice Company of Holder's intent to propose an offer, sale, assignment or transfer, the Company shall have fifteen (15) days to notify Holder of its intent to prepay the Note Obligations. The Company may not assign this Promissory Note or its rights and obligations under this Promissory Note without the prior written consent of the Holder and any such assignment in violation of the foregoing shall be null and void.

10. REISSUANCE OF THIS NOTE.

(a) Transfer. If this Promissory Note is to be transferred by the Holder in accordance with Section 9, the Holder shall surrender this Promissory Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Promissory Note (in accordance with Section 10(c)), registered as the Holder may request, representing the outstanding Principal Amount being transferred by the Holder.

(b) Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Promissory Note (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Promissory Note, the Company shall execute and deliver to the Holder a new Promissory Note (in accordance with Section 10(c)) representing the outstanding Principal.

(c) Issuance of New Promissory Note. Whenever the Company is required to issue a new Promissory Note pursuant to the terms of this Promissory Note, such new Promissory Note (i) shall be of like tenor with this Promissory Note, (ii) shall represent, as indicated on the face of such new Promissory Note, the Principal Amount remaining, (iii) shall have an issuance date, as indicated on the face of such new Promissory Note, which is the same as the Issuance Date of this Promissory Note, (iv) shall have the same rights and conditions as this Promissory Note, and (v) shall represent accrued and unpaid interest on the Principal and Interest of this Promissory Note, from the Issuance Date.

11. PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. The Company shall pay all reasonable costs and expenses (including attorney's fees) incurred by Holder in connection with the negotiation, documentation and enforcement of this Promissory Note, the related transactions or any other matters related thereto; provided that the Company shall not be required to pay costs and expenses (including attorney's fees) incurred in the negotiation of this Promissory Note in excess of Forty Thousand Dollars (\$40,000) (the "Fees and Expenses").

12. CONSTRUCTION; HEADINGS. This Promissory Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Promissory Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Promissory Note.

13. FAILURE OR INDULGENCE NOT WAIVER; WAIVERS. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

14. NOTICES; PAYMENTS.

(a) Notices. Whenever notice is required to be given under this Promissory Note, unless otherwise provided herein, such notice shall be to the Holder at:

Miguel Espinosa  
Head of Americas Investment Banking  
Facsimile: (646) 587-9706  
Email: Miguel.Espinosa@nomura.com

Karthik Venkatesh  
COO, Americas Investment Banking  
Facsimile: (646) 587-9511  
Email: Karthik.Venkatesh1@nomura.com

James Chenard  
Head of Americas Equity Capital Markets and Solutions  
Facsimile: (646) 587-8740  
Email: James.Chenard@nomura.com

Meir Lewis  
Head of Americas Financial Institutions  
Email: meir.lewis@nomura.com

Oliver Trumbo  
Head of IBD Legal – Americas  
Facsimile: (646) 587-9548  
Email: Oliver.Trumbo@nomura.com

And to the Company at:

MSP Recovery, Inc.  
Attn: Alexandra Plasencia  
2701 S. Le Jeune Rd, Floor 10  
Coral Gables, Florida 33146  
aplasencia@msprecovery.com

(b) Currency. All dollar amounts referred to in this Promissory Note are in United States Dollars (“**U.S. Dollars**”).

(c) Payments. Whenever any payment is to be made by the Company to any Person pursuant to this Promissory Note, such payment shall be made in lawful money of the United States of America by a check drawn on the account of the Company and sent via overnight courier service to such Person at such address as previously provided to the Company in writing; provided that the Holder may elect to receive a payment of cash via wire transfer of immediately available funds by providing the Company with prior written notice setting out such request and the Holder’s wire transfer instructions. All payments made under this Promissory Note shall be made without defense, recoupment, setoff or counterclaim and free of any restriction or condition.

15. CANCELLATION. Subject to Section 16, after the Note Obligations have been indefeasibly paid in full in cash, this Promissory Note shall automatically be deemed canceled, shall be surrendered to the Company for cancellation and shall not be reissued. The “**Note Obligations**” means the entire Principal Amount, accrued interest, Fees and Expenses and all other amounts due or payable on this Promissory Note, and all other amounts including fees and expenses due or payable to the Holder under this Promissory Note.

16. REINSTATEMENT. This Promissory Note shall continue to be effective or be reinstated (automatically without any action) as the case may be, if and to the extent at any time payment, in whole or in part, of any of the sums due to the Holder on account of the Note Obligations is rescinded or must otherwise be restored or returned by the Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company, or any guarantors, or upon or as a result of the appointment of a custodian, receiver, trustee or other officer with similar powers with respect to the Company or any or any part of its or their property, or otherwise, all as though such payments had not been made.

17. **WAIVER OF DEFENSES.** THE COMPANY WAIVES ANY PRESENT OR FUTURE COMMON LAW OR STATUTORY DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR RIGHT OF SETOFF WHICH THE COMPANY MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY HOLDER IN ENFORCING THIS NOTE. THE COMPANY WAIVES ANY IMPLIED COVENANT OF GOOD FAITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE COMPANY.

18. **GOVERNING LAW; FORUM.** This Promissory Note shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Promissory Note shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. In the event that any provision of this Promissory Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Promissory Note. Nothing contained herein (i) shall be deemed or operate to preclude the Holder from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to the Holder or to enforce a judgment or other court ruling in favor of the Holder or (ii) shall limit, or shall be deemed or construed to limit, any provision of Section 16. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

19. **CERTAIN DEFINITIONS.** For purposes of this Promissory Note, the following terms shall have the following meanings:

(a) **"Business Day"** means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(b) **"Cash Proceeds Event"** means (i) any incurrence or issuance of any indebtedness by the Company, including the issuance of debt securities and any securities convertible or exchangeable for capital stock or other equity interests of the Company, in any at-the-market offering or otherwise, (ii) any sale, capital lease, sale and leaseback, assignment, conveyance, transfer or other disposition of property or assets by the Company (including, in the case of capital stock or other equity interests, any issuance thereof, including the ATM Offering), or (iii) any settlement of or payment to the Company with respect to any litigation that is not

encumbered or otherwise due to any Person other than the Holder, including pursuant to a required cash sweep arrangement. Notwithstanding the foregoing in (ii)-(iii), a Cash Proceeds Event will not include any proceeds, payments, or receivables of any nature due to any Person other than the Holder pursuant to contractual arrangements existing as of the Issuance Date.

(c) “**ATM Offering**” means that certain Company Common Stock Purchase Agreement dated as of January 6, 2023, between the Company and YA II PN, Ltd., as may be amended, supplemented or modified from time to time.

(d) “**Person**” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(e) “**Disqualified Persons**” means (i) each and all of the Persons listed on Schedule 1 hereto and (ii) any property and casualty insurers, pharmaceutical companies, group health insurers, and healthcare device manufacturers against which the Company or any of its material subsidiaries has filed suit, from time to time, in connection with any healthcare service provider recovery claims.

(f) “**Net Cash Proceeds**” means an amount equal to (i) cash payments received by the Company in connection with a Cash Proceeds Event minus (ii) any bona fide costs incurred by the Company in connection with such Cash Proceeds Event, including (a) the amount of all taxes payable that are attributable to such Cash Proceeds Event, (b) any reasonable costs, fees and expenses incurred by the Company in connection with such Cash Proceeds Event and (c) in connection with any Cash Proceeds Event described in clauses (i) and (ii) of the definition thereof, any reasonable underwriting discounts and commissions in connection therewith.

20. MAXIMUM PAYMENTS. Nothing contained in this Promissory Note shall, or shall be deemed to, establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges under this Promissory Note exceeds the maximum permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by the Company to the Holder and thus refunded to the Company.

21. NO WAIVER BY HOLDER. The execution of this Promissory Note shall not be deemed to be a consent by the Holder to the departure from any provisions of any agreement between the Company and the Holder, nor constitute a waiver of any provision of the Initial Promissory Note or any agreement between the Company and the Holder, or any other document, instrument and/or agreement executed or delivered in connection therewith or of any breach, default or Event of Default under any of the foregoing, in each case, whether arising before or after the date hereof or as a result of performance hereunder or thereunder.

*[signature page follows]*



IN WITNESS WHEREOF, the Company has caused this Promissory Note to be duly executed as of the Issuance Date set out above, intending to create an instrument executed under seal.

**MSP RECOVERY, INC.**

By: /s/ John H Ruiz

Name: John H Ruiz

Title: CEO

*Signature Page to MSP A&R Promissory Note*

**ACKNOWLEDGED AND AGREED TO BY:**

**NOMURA SECURITIES INTERNATIONAL, INC.**

By: /s/ Paul Robinson  
Name: Paul Robinson  
Title: Managing Director

*Signature Page to MSP A&R Promissory Note*



### **LifeWallet Announces Amendments Extending Certain Agreements and Other Events**

CORAL GABLES, FLORIDA —April 17, 2023— MSP Recovery, Inc. d/b/a LifeWallet (NASDAQ: LIFW) (“LifeWallet” or “LIFW” or the “Company”), today announced it successfully renegotiated two material obligations. The Company has extended its payment obligations to Virage Recovery Master LP, an entity managed by Virage Capital Management LP (“Virage”) and Nomura Securities International, Inc. (“Nomura”). The new agreements with Virage and Nomura extend the payment dates for each to September 30, 2024.

“Virage Capital Management LP continues to support LifeWallet’s vision, business plan, and execution,” said Edward Ondarza, Founder and Managing Director of Virage. “Virage fully understands litigation may be delayed and is confident in LifeWallet’s ongoing recovery efforts.”

“For more than six years, Virage has been instrumental in helping build the scope and magnitude of our business model, and LifeWallet is thankful for their top-notch investors,” said John H. Ruiz, Founder and CEO of LifeWallet. “The amended agreement LifeWallet announced today is the latest example of Virage’s confidence in LifeWallet’s hard work and progress in disrupting the antiquated healthcare reimbursement system with data-driven solutions.”

“The Company is also pleased to announce that it has restructured its agreements with our partners at Nomura,” said Mr. Ruiz.

### **Annual Report on Form 10-K**

On March 31, 2023, the Company filed a Form 12b-25, Notice of Late Filing with respect to its Annual Report on Form 10-K for the year ended December 31, 2022 (the “Form 10-K”). The Company noted that it had determined that it would be unable to file the Form 10-K with the Securities and Exchange Commission (the “SEC”) within the prescribed time period without unreasonable effort or expense. While the Company continues to work diligently to file its Form 10-K as soon as possible, on April 16, 2023, the Company determined that it would not be able to file within the additional time afforded by the filing of the Form 12b-25, and, therefore, it will not file the Form 10-K by April 17, 2023.

As disclosed in the Company’s Current Report on Form 8-K filed on April 14, 2023, the Company has determined to restate its financial statements for the periods ended June 30, 2022 and September 30, 2022. The Company is not restating its audited financial statements for previous years. The restatement relates to the reassessment of complex accounting matters. The restatement is based on non-cash adjustments and does not change the Company’s strategy. The restatement will be included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022.

---

On April 16, 2023, the board of directors of the Company established a special committee to review the totality of the circumstances surrounding open items as it pertains to the Company's filing of its annual report on Form 10-K for the year ended December 31, 2022, and address any related issues.

As the Company has previously disclosed, it is an emerging growth company, and one of the key areas of development has been investment in its financial and reporting teams and controls. The Company has made significant progress related to the development of internal controls and has expanded its financial and reporting team with members that have public company reporting experience.

#### **About LifeWallet**

Founded in 2014 as MSP Recovery, LifeWallet has become a Medicare, Medicaid, commercial, and secondary payer reimbursement recovery leader, disrupting the antiquated healthcare reimbursement system with data-driven solutions to secure recoveries from responsible parties. LifeWallet provides comprehensive solutions for multiple industries including healthcare, legal, education, and sports NIL, while innovating technologies to help save lives. For more information, visit: [investor.lifewallet.com](https://investor.lifewallet.com).

#### **For Media:**

ICR, Inc.  
[lifewallet@icrinc.com](mailto:lifewallet@icrinc.com)

#### **For Investors:**

ICR, Inc.  
Marc Griffin  
[Marc.Griffin@icrinc.com](mailto:Marc.Griffin@icrinc.com)