## **PURCHASE ADDENDUM**

This Purchase Addendum accompanies the following First Party Claims Sale and Assignment Agreement (the “Agreement”) by and between **[INSERT NAME OF INVESTOR]** (Buyer), and [INSERT NAME OF PROVIDER] (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.

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| --- | --- |
| Buyer: | **Insured Advocacy Group LLC and/or assignees** |
| Seller: | [INSERT NAME OF PROVIDER] |
| Agreement Date: | [DATE MPA SIGNED] |
| Portfolio Number: | [UPDATED BY UNDERWRITER AT TIME SENT] |
| Addendum Date: | [DATE AGREEMENT SENT] |

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| --- | --- | --- |
| Amount of Claims Portfolio Receivable: | $[ ] | (“Portfolio Receivable”). |
| Adjusted Portfolio Amount: | $[ ] | (“Adjusted Portfolio Receivable”) |
| Purchase Price Percentage/Purchase Price: | **[ ] % =** $[ ] | of Adjusted Portfolio Receivable, payable at Closing by Buyer to Seller. |
| Factor Fee: | [ ] % | of Adjusted Portfolio Receivable |
| Credits/Debits | [ ] | [Wire Fee, Buybacks, etc] |
| Refundable Reserve: | $[ ] | |
| Cash to Seller | **$[ ]** | |

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**DISTRIBUTION**:

Notwithstanding anything to the contrary in Article One, Section 1.1.23 or any other Section of the Agreement, the Purchase Price shall be equal to the Adjusted Portfolio Receivable multiplied by the Purchase Price Percentage.

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. At Buyer’s sole discretion, Buyer may mandate that Seller shall 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; retaining counsel of Buyer’s choice to file collection lawsuits; 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. At Buyer’s sole discretion, at any time, 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.
3. Buyer shall have an irrevocable right to act on behalf of, and/or in Seller’s stead, in all collection matters and actions related to the collection of the Portfolio Receivable and/or each Account Balance, including the right to initiate a collection suit in Seller’s name.
4. When required by Buyer to act as Servicer on behalf of Buyer in any litigation action to collect any Account Balance, Seller agrees to irrevocably instruct each collection attorney, whether said attorney(s) are chosen by Buyer or previously retained by Seller, that Buyer shall have the sole and absolute right to provide authority to settle any Account Balance with any Account Obligor; receive any and all information relating to the representation of the Seller and/or Buyer in the collection of any Account Balance, even if said information would otherwise be deemed to be protected by the attorney-client privilege; and, instruct each attorney that any and all payments received in connection with any Account Balance and/or the Portfolio Receivable shall be paid directly to, and/or in, Buyer’s sole name.
5. Seller has strictly followed and adhered to the provisions and requirements of F.S. 627.7152, and/or all other applicable and related laws and statutes required to be followed to ensure payment of each Account Balance in the Portfolio Receivable.
6. Buyer will close each pool of Accounts (a “Portfolio”) acquired through each Purchase Addendum,

when the number of Accout Balances purchased contains at least 20 Accounts, and/or (at Buyer’s sole discretion), when the total sum of the Account Balances equals no less than $200,000. Each Portfolio will have a partial designation, such as Portfolio 1A, 1B and so on, until the above criteria is met.

1. Seller shall open a bank account in the name of Seller but for the benefit of Buyer, which account

shall be controlled and managed by Buyer; and shall maintain said account until the Hurdle of this Portfolio and all other Portfolios purchased by Buyer from Seller are collected in full.

1. Seller agrees to sell Accounts to Buyer for a minimum of 1 year from the date of the execution of the MPA.
2. Seller shall allow full access to Seller’s billing and/or CRM program in which all claim data and invoices are maintained during the term of the Agreement or until all Selected Accounts are collected, whichever comes last.
3. Buyer shall be the sole and exclusive purhcaser of Accounts and Account Balances from Seller, until such time as the Master Purchase Agreement is terminated.

**SELLER** **BUYER**

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By: By: H. Paul Soberon-Llort

Title: Title: Authorized Person

Date: [ ] Date: [ ]