

HAZEL HOLDINGS I LLC
251 Little Falls Drive
Wilmington, DE 19808

November 11, 2024

MSP Recovery, LLC
3150 S.W. 38 Avenue, Suites 1100 and 1200
Miami, FL 33146
Attention: Mr. John Ruiz

RE: One-time Waiver of the Going Concern Report (as defined below)

Dear Mr. Ruiz:

Reference is made to that certain Credit Agreement dated as of March 29, 2023 (the “Credit Agreement”) by and among SUBROGATION HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), MSP RECOVERY, LLC, a Florida limited liability company (the “Owner Pledgor”), MSP RECOVERY CLAIMS, SERIES LLC – SERIES 15-09-321, a registered series of MSP Recovery Claims, Series LLC, a Delaware limited liability company, and a Subsidiary of the Borrower (the “Assignee”), Hazel Holdings I LLC, a Delaware limited liability company (“HHI Agent”) and Hazel Holdings I LLC, a Delaware limited liability company (“HHI Lender”). Capitalized terms not defined herein have the meaning given such terms in the Credit Agreement.

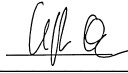
Pursuant to Section 7.2(c) of the Credit Agreement, the Borrower has covenanted to, among other things, deliver, within (180) days after the end of each Calendar Year, consolidated annual financial statements and a report thereon of Deloitte or independent certified public accountants selected by the Credit Parties and reasonably acceptable to the Administrative Agent, which report shall be unqualified as to going concern (such report, the “Going Concern Report”) and scope of audit. The Borrower has requested that Administrative Agent and Lender waive compliance with Section 7.2(c) of the Credit Agreement solely with respect to the Going Concern Report for the calendar year ending December 31, 2024, and any resulting Default or Event of Default therefrom.

The forgoing waiver is a one-time waiver and applies only to the Going Concern Report for the calendar year ending December 31, 2024. This one-time waiver does not preclude HHI Agent or HHI Lender from further exercising any of their respective powers or rights under the Credit Agreement and does not constitute a course of dealing or other basis for altering any of HHI Agent’s or the HHI Lender rights or remedies under the Credit Agreement or that are available at law or equity. No delay or failure on the part of HHI Agent or HHI Lender in the exercise of any power or right under the Credit Agreement or any other related document operates as a waiver of such power or right or as an acquiescence in any Default or Event of Default. HHI Agent and HHI Lender reserve all rights under the Credit Agreement and related documents.


[remainder of page intentionally blank; signature page follows]

Very truly yours,

HAZEL HOLDINGS I LLC,
as administrative agent





By: 
Name: Christopher Guth
Title: Authorized Person

HAZEL HOLDINGS I LLC,
as lender

By: 
Name: Christopher Guth
Title: Authorized Person

Title	HHI - Waiver of Going Concern Report(511180693)
File name	HHI_-_Waiver_of_G...rt_511180693_.pdf
Document ID	9f36c3f3c872cf2521f83e48ab2c33b5ce52a2e8
Audit trail date format	DD / MM / YYYY
Status	<div><div></div> Signed</div>

Document history

<div> SENT</div>	<div>11 / 11 / 2024 14:51:34 UTC</div>	Sent for signature to Christopher Guth (christopher.guth@attestorcapital.com) from admin@attestorcapital.com IP: 82.150.96.12
<div> VIEWED</div>	<div>11 / 11 / 2024 15:21:25 UTC</div>	Viewed by Christopher Guth (christopher.guth@attestorcapital.com) IP: 89.40.209.200
<div> SIGNED</div>	<div>11 / 11 / 2024 15:21:38 UTC</div>	Signed by Christopher Guth (christopher.guth@attestorcapital.com) IP: 82.150.96.12
<div> COMPLETED</div>	<div>11 / 11 / 2024 15:21:38 UTC</div>	The document has been completed.