

CALIFORNIA SURPLUS FUNDS PORTFOLIO ACQUISITION AGREEMENT

Court St. Legal - Professional Buyer Transaction

1. Parties and Business Purpose

This California Surplus Funds Portfolio Acquisition Agreement ("Agreement") is entered into between Court St. Legal ("CSL") and the purchaser identified in the applicable Portfolio Schedule ("Buyer"). Buyer represents that it is acquiring the Portfolio for its own professional business purposes and not as a consumer purchase. CSL provides research information, record organization, research methodology, and the distribution rights expressly stated in the Portfolio Schedule. Unless a separate written engagement with a licensed attorney expressly states otherwise, CSL is not providing Buyer legal representation through this Agreement.

2. What Buyer Is Purchasing

The purchased product is a defined portfolio of researched California surplus-funds opportunities and related research information, together with the distribution classification stated in the Portfolio Schedule. Buyer is not purchasing ownership of any court record, public record, claimant, legal claim, cause of action, recovery proceeds, or guaranteed right to collect funds. Publicly available source records remain public records.

3. Defined Terms

Identified Case Value: The aggregate monetary amount reflected in CSL's designated source records for the opportunities included in the Portfolio as of the stated verification date. It is a research metric only and is not a representation of present collectability, legal entitlement, net surplus, claimant recovery, Buyer revenue, Buyer fee, or profit.

Verification Date: The date through which CSL states that its designated research steps were completed for a particular opportunity.

Delivery Date: The date CSL makes the Portfolio available to Buyer through the agreed secure delivery method after receipt of cleared funds and the executed Agreement.

Portfolio: The specific set of researched opportunities identified on the Portfolio Schedule or delivery manifest.

Replacement Event: Only an event expressly qualifying under the Replacement Protection Addendum, if purchased/applicable.

4. Portfolio Levels and Prices

Identified Case Value	Non-Exclusive	Limited Distribution	Exclusive
\$3,000,000	\$7,500	\$12,500	\$25,000
\$5,000,000	\$12,500	\$20,000	\$40,000
\$10,000,000	\$22,500	\$35,000	\$65,000

The applicable Portfolio Schedule controls the exact portfolio level, distribution classification, purchase price, payment method, and any negotiated term expressly incorporated into this Agreement.

5. Distribution Classifications

Non-Exclusive: CSL may provide the same researched opportunity information to other professional purchasers, subject to CSL's internal distribution controls and any express Portfolio Schedule limitation.

Limited Distribution: CSL limits its own distribution of designated opportunities to the maximum number of purchasers stated in the Portfolio Schedule. The numerical limit must be completed before execution; no unstated numerical limit is implied.

Exclusive: During the exclusivity period stated in the Portfolio Schedule, CSL will not knowingly sell or license the designated opportunity information to another purchaser. Exclusivity restricts CSL's conduct only; it does not prevent independent discovery by third parties or create ownership of a public record or underlying claim.

6. Payment and No Delivery Before Cleared Funds

Unless the Portfolio Schedule expressly states otherwise, the full purchase price is due before delivery. Payment may be made by an approved electronic payment method, ACH, or wire transfer. Electronic checkout pages and invoices are payment conveniences; this Agreement and the Portfolio Schedule control the parties' substantive rights. CSL may delay delivery until funds are finally available to CSL. Buyer is responsible for independently verifying wire instructions using CSL's established contact information before transmitting funds.

7. Delivery and Acceptance

CSL will use commercially reasonable efforts to deliver the Portfolio within the delivery period stated in the Portfolio Schedule after execution and cleared payment. CSL will provide a delivery manifest identifying the delivered opportunities and applicable Verification Dates. Buyer shall promptly review the delivery for completeness. A delivery discrepancy does not automatically constitute a Replacement Event unless it satisfies the Replacement Protection Addendum.

8. Research Methodology and Source Limitations

CSL's research is based on designated public records, court records, trustee-stage information, state-held-property information, and/or other identified research sources. Records can be incomplete, delayed, amended, corrected, sealed, transferred, superseded, or affected by events occurring after the Verification Date. Buyer acknowledges that additional independent due diligence may reveal facts not contained in the delivered research.

9. Buyer Due Diligence and Independent Decision

Buyer is responsible for independently determining whether and how to pursue any opportunity, including identity, entitlement, priority, liens, assignments, competing claims, deadlines, court requirements, licensing, solicitation, privacy, and legal-compliance issues applicable to Buyer's operations. Buyer shall obtain its own legal advice when legal judgment is required. Buyer is not relying on CSL for a legal opinion concerning Buyer's entitlement to recover any funds.

10. No Guarantee of Recovery or Profit

CSL does not guarantee that any claimant can be located, retained, represented, or paid; that any claim will be approved; that any court will rule favorably; that funds remain available; or that Buyer will recover any amount, earn any fee, achieve any return, or realize any profit. Identified Case Value is not a forecast of Buyer's revenue.

11. Replacement Protection

If the Portfolio Schedule provides Replacement Protection, the attached Replacement Protection Addendum is incorporated into this Agreement. Replacement Protection is a limited contractual research-quality remedy and is not insurance, a guarantee of collection, or a repurchase obligation. The Addendum controls eligibility, notice, documentation, timing, and replacement measurement.

12. Confidentiality, Security, and Permitted Use

Buyer shall use nonpublic compilations, annotations, research notes, delivery manifests, and CSL-created organization of information only for Buyer's internal professional operations, except as necessary for Buyer's lawful pursuit of an opportunity. Buyer shall implement reasonable safeguards for personal information and shall not publish or redistribute CSL's proprietary compilation as a competing data product without CSL's written consent.

13. Public Records and CSL Work Product

Nothing in this Agreement claims ownership of public records themselves. CSL retains its rights, if any, in its original selection, compilation, organization, annotations, research methodology, templates, scoring, and nonpublic work product. Buyer receives only the license/use rights expressly stated in this Agreement and the Portfolio Schedule.

14. Compliance; No Attorney Referral or Legal-Fee Transaction

This Agreement is for the purchase of research information and stated distribution rights. It is not an agreement for CSL to practice law for Buyer, refer prospective clients to a particular attorney, control an attorney's

professional judgment, or receive a percentage of legal fees earned by an attorney. Nothing in this Agreement authorizes either party to engage in conduct requiring a license, certification, or registration it does not possess.

15. Representations

Each party represents that it has authority to enter into this Agreement. Buyer represents that it is a professional business purchaser capable of evaluating the commercial risks of the Portfolio. CSL represents that it will not knowingly misstate the distribution classification it assigns to delivered opportunities and will perform the expressly stated research process in good faith.

16. Limitation of Remedies and Liability

To the maximum extent permitted by applicable law, and except for obligations expressly stated in the Replacement Protection Addendum, each party's contractual remedies are limited to direct damages proven to result from a material breach of this Agreement. Neither party shall be liable for speculative or unproven lost profits arising solely from an opportunity that did not produce an anticipated recovery. Nothing in this Agreement is intended to release or exempt a party from liability that cannot lawfully be released or limited, including responsibility for its own fraud, willful misconduct, or violations of law to the extent California law prohibits such limitation.

17. No Refund Except Express Written Remedy

Because CSL delivers research information and distribution rights that cannot be returned in the ordinary sense after disclosure, payments are nonrefundable after delivery except to the extent a refund is expressly required by applicable law or expressly stated in a written remedy signed by CSL. An eligible Replacement Event is ordinarily remedied by substitute researched opportunity inventory under the Addendum rather than a cash refund.

18. Disputes, Governing Law, and Venue

California law governs this Agreement, without regard to conflict-of-law principles. Before filing a civil action, the parties shall make a good-faith written demand describing the dispute and allow ten (10) business days for business-level resolution unless emergency relief is reasonably necessary. Any forum-selection, arbitration, jury-waiver, or attorneys'-fees provision should be stated in the Portfolio Schedule or a separately signed provision rather than assumed.

19. Notices

Contractual notices must be sent to the email and physical addresses stated in the Portfolio Schedule. Replacement claims must follow the notice procedure in the Replacement Protection Addendum. A change to wire instructions is not effective merely because it appears in an email; Buyer must independently verify any changed payment instructions.

20. Entire Agreement; Order of Precedence; Amendments

This Agreement, the applicable Portfolio Schedule, the Replacement Protection Addendum (if applicable), and the delivery manifest constitute the parties' agreement concerning the transaction. In case of conflict: (1) a later signed amendment; (2) the Portfolio Schedule; (3) the Replacement Protection Addendum as to replacement matters; and (4) this Agreement. Amendments must be in a writing authenticated by both parties.

21. Electronic Signatures; Counterparts

The parties may execute this Agreement in counterparts and by electronic signature to the extent permitted by applicable law. Each party intends its authenticated electronic signature to evidence agreement to be bound.

PORTFOLIO SCHEDULE

Buyer Legal Name	
Buyer Contact / Title	
Buyer Email / Telephone	
Portfolio Level	\$3M / \$5M / \$10M
Distribution Classification	Non-Exclusive / Limited Distribution / Exclusive
Limited Distribution Maximum (if applicable)	____ total purchasers
Exclusive Period (if applicable)	____ days

Purchase Price	\$ _____
Payment Method	Square / ACH / Wire / Other: _____
Delivery Deadline After Cleared Funds	_____ business hours/days
Replacement Protection	90 days / 180 days / None
Contract Notice Addresses	CSL: _____ Buyer: _____

Signatures

COURT ST. LEGAL	BUYER
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____
Email: _____	Email: _____

COURT ST. LEGAL

EXECUTION & BUYER INFORMATION

Complete the fields below, sign, save this PDF, and email it to CourtStLegal@yahoo.com.

This execution sheet supplements the preceding agreement; complete all applicable schedule terms.

Buyer legal name	
Buyer contact / title	
Buyer email	
Buyer phone	
Buyer mailing address	
Portfolio / invoice ID	
Portfolio level (\$3M / \$5M / \$10M)	
Distribution (NE / LD / EX)	
Purchase price (USD)	
Limited distribution max buyers (if applicable)	
Exclusive period (if applicable)	
Payment method	
Delivery deadline after cleared funds	
Replacement protection (90 / 180 / none)	
Delivery date (if applicable)	
Protection expiration date (if applicable)	
CSL signer name / title	
CSL signature (typed electronic signature)	
CSL signature date	
Buyer signer name / title	
Buyer signature (typed electronic signature)	
Buyer signature date	

Typed signatures are intended as electronic signatures when adopted by the signer.

For handwritten signatures, print and sign or use a PDF signing application.