

REPLACEMENT PROTECTION ADDENDUM

To California Surplus Funds Portfolio Acquisition Agreement

This Addendum is incorporated into the Portfolio Acquisition Agreement only when the applicable Portfolio Schedule expressly provides Replacement Protection.

1. Protection Period

Unless the Portfolio Schedule states otherwise: Non-Exclusive and Limited Distribution Portfolios receive ninety (90) calendar days of Replacement Protection; Exclusive Portfolios receive one hundred eighty (180) calendar days. The period begins on the Delivery Date shown on CSL's delivery manifest.

2. Replacement Event

A Replacement Event exists only if Buyer timely establishes one of the following conditions:

- A material research defect existed as of the Verification Date and materially undermines the delivered opportunity as represented by CSL.
- The opportunity had already been resolved, paid, closed, or extinguished before the Verification Date and that condition should reasonably have been identified by the research steps CSL expressly represented it performed.
- CSL materially breached the purchased distribution classification by knowingly distributing a designated opportunity in excess of the contractual distribution limit or during an applicable CSL exclusivity period.
- The Portfolio Schedule expressly identifies another objective eligibility condition and that condition was not satisfied at delivery.

3. Events That Are Not Replacement Events

- Buyer's inability to locate, contact, persuade, retain, contract with, or obtain cooperation from a claimant.
- A claimant's refusal to proceed, change of representative, withdrawal, death, incapacity, or independent decision.
- Independent discovery or pursuit of the same public-record opportunity by a third party where CSL complied with its contractual distribution classification.
- Any court ruling, lien, assignment, competing claim, appeal, offset, bankruptcy event, record change, payment, transfer, or other development arising or first becoming effective after the Verification Date, unless caused by a pre-delivery defect expressly covered above.
- Buyer's delay, missed deadline, failure to conduct due diligence, failure to comply with law, or error in pursuing an opportunity.

- Failure to achieve an anticipated recovery, legal fee, gross revenue, profit, return on investment, or timing.
- A difference between Identified Case Value and ultimate collectible or distributable funds that does not result from a qualifying pre-delivery research defect.

4. Buyer Notice and Documentation

Buyer must give CSL written notice within five (5) business days after Buyer actually knows or reasonably should know of facts supporting a suspected Replacement Event, and in all cases before expiration of the applicable Protection Period. The notice must identify the opportunity, describe the alleged event, state when Buyer discovered it, and include reasonably available supporting records. Buyer may supplement documentation after timely notice if additional records are reasonably required. CSL may reject a claim materially prejudiced by Buyer's unreasonable delay.

5. CSL Review

CSL will review a timely claim in good faith and may request reasonably necessary supporting information. Approval of a Replacement Event is based on the Agreement, this Addendum, the Portfolio Schedule, the delivery manifest, the stated Verification Date, and reasonably reliable records concerning the alleged event.

6. Replacement Measure

For an approved Replacement Event, CSL will provide substitute researched opportunity inventory with aggregate Identified Case Value equal to the Identified Case Value assigned to the affected delivered opportunity, unless the parties agree in writing to another measure. Replacement is measured by Identified Case Value, not Buyer's anticipated fee, profit, recovery percentage, or lost business opportunity.

7. Replacement Timing

CSL will use commercially reasonable efforts to provide approved replacement inventory within fifteen (15) business days after the claim is approved and CSL has the information reasonably necessary to select a substitute. If qualifying inventory is temporarily unavailable, CSL will notify Buyer and continue commercially reasonable replenishment efforts; temporary unavailability alone does not convert the remedy into an automatic cash refund unless applicable law requires otherwise.

8. Distribution Classification of Replacement

A replacement opportunity will carry the same distribution classification as the opportunity it replaces unless Buyer agrees in writing to a different classification. A replacement does not expand the total number of opportunities or aggregate Identified Case Value beyond the approved replacement amount.

9. Exclusive Remedy for Covered Research Defects

To the maximum extent permitted by law, substitute inventory under this Addendum is Buyer's exclusive contractual remedy for an approved Replacement Event. This provision does not waive or limit liability that California law does not permit the parties to waive or limit, including liability for fraud, willful misconduct, or unlawful conduct to the extent applicable.

10. No Insurance or Recovery Guarantee

Replacement Protection is a contractual research-quality remedy. It is not insurance and does not insure collectability, claimant participation, legal success, payment, profit, or return on investment.

11. Claim Form

Buyer	
Portfolio / Invoice ID	
Opportunity ID	
Date Discovered	
Claimed Replacement Event	
Supporting Documents Attached	
Buyer Certification	I certify the information submitted is accurate to the best of my knowledge.

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.