SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 13D

(Rule 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No.__)

MSP Recovery, Inc.

(Name of Issuer)

Class A common stock, par value $0.0001 per share
(Title of Class of Securities)

553745126
(CUSIP Number)

John H. Ruiz
Frank C. Quesada
c/o MSP Recovery, Inc.
2701 S Le Jeune Road, Floor 10
Coral Gables, Florida 33134
(305) 614-2222
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 23, 2022
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS John H. Ruiz		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO; PF		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 100,534(1)	
	(8)	SHARED VOTING POWER 2,119,157,566(2)	
	(9)	SOLE DISPOSITIVE POWER 100,534(1)	
	(10)	SHARED DISPOSITIVE POWER 2,119,157,566(2)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,119,258,100(2)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 99.6% of Class A Common Stock Outstanding (67.0% of the Combined Voting Shares Outstanding) (3)		
(14)	TYPE OF REPORTING PERSON IN		

(1) Includes 50,000 Class A common stock, par value $0.0001 per share, of the Issuer ("Class A Common Stock") issuable upon the exercise of warrants to purchase shares of Class A Common Stock at $11.50 per share, which become exercisable on June 22, 2022 and expire on May 23, 2027, as disclosed in the Issuer's Current Report on Form 8-K filed on May 27, 2022 ("Closing 8-K").

(2) Represents shares of Class A Common Stock issuable in respect of an equal number of Class B units (the "LLC Units") of Lionheart II Holdings, LLC, a wholly owned subsidiary of the Issuer ("Opco"), and shares of Class V common stock, par value $0.0001 per share ("Class V Common Stock," and together with an LLC Unit, an "Up-C Unit"), subject to the terms of the First Amended and Restated Limited Liability Company Agreement of Lionheart II Holdings, LLC (the "LLC Agreement"), as further described in Item 6 of this Schedule 13D, held as follows: 289,434,600 by Series MRCS, a series of MDA, Series LLC ("Series MRCS") (including 50,169,200 held on behalf of Jocral Holdings LLC), 442,576,489 by Ruiz Group Holdings Limited, LLC, and 1,387,146,477 by Jocral Family LLLP. Includes (i) 4,200,000 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 45,500,001 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that Virage Recovery Master LP ("VRM") receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 720,300,016 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the Reporting Person and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement. See Item 5.

(3) Percentage ownership calculation for "Class A Common Stock Outstanding" is based on 2,127,868,823 shares of Class A Common Stock deemed outstanding, which is the sum of (i) 8,712,257 shares of Class A Common Stock outstanding as of May 23, 2022, as reported in the Closing 8-K (the "Closing Class A Shares Outstanding"), (ii) 2,119,258,100 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by Mr. Ruiz and (iii) 50,000 shares of Class A Common Stock issuable upon the exercise of Warrants beneficially owned by Mr. Ruiz. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) 3,154,473,292 shares of Class V common stock, par value $0.0001 per share, of the Issuer ("Class V Common Stock" and such shares outstanding, the "Closing Class V Shares Outstanding").

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS Ruiz Group Holdings Limited, LLC		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 442,576,489 (1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 442,576,489 (1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 442,576,489 (1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 98.1% of Class A Common Stock Outstanding (14.0% of the Combined Voting Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON OO		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this Schedule 13D. Includes (i) 1,015,903 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 11,005,617 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 720,300,016 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement.

(2) Percentage ownership calculation of "Class A Common Stock Outstanding" is based on 451,288,746 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Class A Closing Shares Outstanding, and (ii) 442,576,489 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by Ruiz Group Holdings Limited, LLC. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS Jocral Family LLLP		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 1,387,146,477(1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 1,387,146,477(1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,387,146,477(1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 99.4% of Class A Common Stock Outstanding (43.9% of the Combined Voting Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON PN		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this Schedule 13D. Includes (i) 3,184,097 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 34,494,384 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 546,072,628 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement.

(2) Percentage calculations are based on 1,395,858,734 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Shares Outstanding, and (ii) 1,387,146,477 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by Jocral Family LLLP. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS John H. Ruiz Revocable Living Trust		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 1,387,146,477(1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 1,387,146,477(1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,387,146,477(1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 99.4% of Class A Common Stock Outstanding (30.5% of the Combined Voting Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON OO		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this report. Includes (i) 3,184,097 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 34,494,384 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 546,072,628 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement.

(2) Percentage ownership calculation of "Class A Common Stock Outstanding" is based on 1,395,858,734 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Common Stock Outstanding and (ii) 1,387,146,477 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by John H. Ruiz Revocable Living Trust. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

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CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS MAYRA RUIZ		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 1,387,146,477(1)(2)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 1,387,146,477(1)(2)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,387,146,477(1)(2)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 99.4% of Class A Common Stock Outstanding (43.9% of the Combined Voting Shares Outstanding) (3)		
(14)	TYPE OF REPORTING PERSON IN		

(1) Represents securities owned by Jocral Family LLLP. John H. Ruiz Revocable Living Trust (the "Trust") is the general partner of Jocral Family LLLP. John H. Ruiz and Mayra Ruiz are co-trustees of the Trust.

(2) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this Schedule 13D. Includes (i) 3,184,097 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 34,494,384 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 546,072,628 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement.

(3) Percentage ownership calculation of "Class A Common Stock Outstsanding" is based on 1,395,858,734 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Shares Outstanding, and (ii) 1,387,146,477 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by Ms. Ruiz. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS MDA Series, LLC		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 413,478,000(1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 413,478,000(1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 413,478,000(1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 97.9% of Class A Common Stock Outstanding (13.1% of the Combined Voting Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON CO		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this Schedule 13D, including 124,043,400 shares representing Up-C Units held by the Reporting Person on behalf of Frank C. Quesada and 289,434,600 shares representing Up-C Units held by the Reporting Person on behalf of John H. Ruiz (including 50,169,200 shares representing Up-C Units held by the Reporting Person on behalf of Jocral Holdings LLC).

(2) Percentage calculations are based on 422,190,257 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Shares Outstanding, and (ii) 413,478,000 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units beneficially owned by MDA Series, LLC. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS Frank C. Quesada		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 901,390,330(1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 901,390,330(1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 901,390,330(1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☒		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 99.0% of Class A Common Stock Outstanding (28.5% beneficial ownership of the Closing Class V Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON IN		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, including Up-C Units held as follows: 586,902,145 by Frank C. Quesada, 124,043,400 by Series MRCS and 190,444,785 by Quesada Group Holdings LLC. Represents shares of Class A Common Stock issuable in respect of an equal number of units of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this report. Includes (i) 1,800,000 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 19,499,999 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 308,699,984 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and the Reporting Person proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement. See Item 5.

(2) Percentage ownership calculation for the "Class A Common Stock Outstanding" is based on 910,102,587 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) 901,390,330 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units, which are beneficially owned by Mr. Quesada. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

CUSIP No. 553745126		13D	
(1)	NAME OF REPORTING PERSONS Quesada Group Holdings LLC		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) ☐		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Florida		
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0	
	(8)	SHARED VOTING POWER 190,444,785(1)	
	(9)	SOLE DISPOSITIVE POWER 0	
	(10)	SHARED DISPOSITIVE POWER 190,444,785(1)	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 190,444,785(1)		
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 95.6% of Class A Common Stock Outstanding (6.0% of the Combined Voting Shares Outstanding) (2)		
(14)	TYPE OF REPORTING PERSON OO		

(1) Represents shares of Class A Common Stock issuable in respect of an equal number of Up-C Units, subject to the terms of the LLC Agreement, as further described in Item 6 of this report. Includes (i) 435,387 shares representing an equal number of Up-C Units being held in escrow to cover potential indemnification obligations under the MIPA (as defined and further described herein), (ii) 4,716,692 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to ensure that VRM receives full payment pursuant to the terms of the MTA (as defined and further described herein), and (iii) 74,668,865 shares of Class A Common Stock representing an equal number of Up-C Units being held in escrow to satisfy the sales to the Issuer by the John H. Ruiz and Frank C. Quesada, proportionally, of Up-C Units or shares of Class A Common Stock, in connection with the potential exercise of New Warrants (as defined herein) pursuant to the terms of the LLC Agreement.

(2) Percentage ownership calculation of "Class A Common Stock Outstanding" is based on 199,157,043 shares of Class A Common Stock deemed outstanding, which is the sum of (i) the Closing Class A Shares Outstanding, and (ii) 190,444,785 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units, which are beneficially owned by Quesada Group Holdings, LLC. Percentage ownership calculation for "Combined Voting Shares Outstanding" is based on 3,163,185,549 shares of Common Stock, which is the sum of (i) the Closing Class A Shares Outstanding and (ii) the Closing Class V Shares Outstanding.

Item 1. Security and Issuer.

This Schedule 13D (this "Schedule 13D") relates to shares of Class A common stock, par value $0.0001 per share ("Class A Common Stock") of MSP Recovery, Inc. (the "Issuer"). The Issuer's principal executive offices are located at 2701 S Le Jeune Road, Floor 10, Coral Gables, Florida 33134.

Item 2. Identity and Background.

(a) – (c), (f) This Schedule 13D is being filed on behalf of: (i) John H. Ruiz, a U.S. citizen ("Mr. Ruiz"); (ii) Jocral Family LLLP, a Florida limited liability limited partnership ("Jocral Family LLLP"); (iii) John H. Ruiz Revocable Living Trust (the "Trust"); (iv) Mayra Ruiz, a U.S. citizen ("Ms. Ruiz"); (v) Ruiz Group Holdings Limited, LLC, a Florida limited liability company ("Ruiz Group"); (vi) Series MRCS, a series of MDA, Series LLC, a Delaware series limited liability company ("Series MRCS"); (vii) Frank C. Quesada, a U.S. citizen ("Mr. Quesada"); and (vii) Quesada Group Holdings LLC, a Florida limited liability company ("Quesada Group", and together with Mr. Ruiz, Jocral Family LLLP, Ruiz Group, the Trust, Ms. Ruiz, Series MRCS, and Mr. Quesada, collectively, the "Reporting Persons" and each individually a "Reporting Person").

The Trust is the general partner of Jocral Family LLLP. Mr. Ruiz and Ms. Ruiz are co-trustees of the Trust. Mr. Ruiz is the manager of Ruiz Group. The address of each of the Reporting Persons' (except Series MRCS) principal business is c/o MSP Recovery, Inc., 2701 S Le Jeune Road, Floor 10, Coral Gables, Florida 33134. The address of Series MRCS is c/o MSP Recovery, Inc., 2701 S Le Jeune Road, Floor 10, Coral Gables, Florida 33134.

Mr. Ruiz is principally the Chief Executive Officer and Chairman of the board of directors of the Issuer (the "Board"). Mr. Quesada is principally the Chief Legal Officer and a director of the Issuer. The principal business of each of the other Reporting Persons is to invest in and manage assets on behalf of the members or beneficiaries, as applicable, including by investing in the Issuer's securities.

(d) To the best of the Reporting Persons' knowledge, during the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) To the best of the Reporting Persons' knowledge, during the last five years, none of the Reporting Persons was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), a joint filing agreement among the Reporting Persons is attached as Exhibit 1 to this Schedule 13D and incorporated herein by reference.

Item 3. Source and Amount of Funds and Other Consideration.

The information set forth or incorporated by reference in Item 6 of this Schedule 13D is incorporated by reference into this Item 3.

On May 23, 2022, pursuant to that certain Membership Interest Purchase Agreement, dated as of July 11, 2021 (as amended, the "MIPA"), by and among the Issuer, Lionheart II Holdings, LLC, a wholly owned subsidiary of the Issuer ("Opco"), the MSP Purchased Companies (as defined in the MIPA) (collectively, "MSP"), the members of MSP (the "Members"), and John H. Ruiz, in his capacity as the representative of the Members, certain of the Reporting Persons received "Up-C Units", comprised of non-voting economic Class B Units of Opco ("LLC Units") and non-economic voting shares of Class V common stock, par value $0.0001 per share, of the Issuer ("Class V

Common Stock" and one share of Class V Common Stock together with an LLC Unit, an "Up-C Unit") in exchange for all of their membership interests in the MSP Purchased Companies to Opco. The Reporting Persons acquired the Up-C Units in connection with the consummation of the business combination (the "Business Combination") contemplated by the MIPA.

The foregoing summary is qualified in its entirety by reference to the text of the MIPA, which is attached hereto as Exhibits 2, 3, 4, 5 and 6 and incorporated herein by reference.

On May 31, 2022, Mr. Ruiz purchased 50,534 shares of Class A Common Stock for an aggregate of $63,382.61, and 50,000 warrants to purchase shares of Class A Common Stock for $11.50 per share, which become exercisable on June 22, 2022 and expire on May 23, 2027 ("Warrants") for an aggregate of $44,791.04, in each case, using personal funds.

Item 4. Purpose of the Transaction.

The information set forth or incorporated by reference in Items 3 and 6 of this Schedule 13D is incorporated by reference into this Item 4.

The Reporting Persons acquired the Up-C Units described in this Schedule 13D in connection with the consummation of the Business Combination on May 23, 2022. The Reporting Persons may redeem or exchange one Up-C Unit for one share of Class A Common Stock, or, under certain circumstances, a cash payment based on the value of Class A Common Stock. At the time of any such redemption or exchange, the Reporting Persons would forfeit an equivalent number of shares of Class V Common Stock to the Issuer. Additionally, as described further in Item 6 below, upon receipt by certain of the Reporting Persons of a notice from the Issuer, which may occur on a bimonthly basis, such Reporting Persons are obligated to sell Up-C Units (or shares of Class A Common Stock) to the Issuer in accordance with the first amended and restated limited liability company agreement of Opco (the "LLC Agreement") for cash.

The Reporting Persons and, to the best of each of the Reporting Persons' knowledge, each of the Reporting Persons, intend to review their investment in the Issuer continually. Depending upon the results of such review and other factors deemed relevant to an investment in the Issuer and subject to the terms of the Lockup Agreements (as defined below), the MIPA Escrow Agreement (as defined below), the VRM Escrow Agreement (as defined below), the New Warrant Escrow Agreement (as defined below), and the LLC Agreement, as applicable, the Reporting Persons and, to the best of the Reporting Persons' knowledge, each of the Reporting Persons, may, at any time and from time to time, (i) purchase, receive in a distribution or other transfer, or otherwise acquire Class A Common Stock, Up-C Units and/or other securities of the Issuer, including but not limited to Issuer warrants (collectively, "Issuer Securities"), (ii) sell, transfer, distribute or otherwise dispose of Issuer Securities in public or private transactions, or (iii) engage in or encourage communications with the Issuer, members of management and the board of directors of the Issuer, other existing or prospective security holders, industry analysts, existing or potential strategic partners or competitors, investment and financing professionals, sources of credit and other investors to consider exploring any of (i) or (ii) above or any of the actions referred to in paragraphs (a) through (j) of Item 4 of Schedule 13D. Any of the Reporting Persons may change his or its purpose or formulate different plans or proposals with respect thereto at any time.

Mr. Ruiz is the Chief Executive Officer and the Chairman of the Board. Mr. Quesada is the Chief Legal Officer and a director on the Board. Accordingly, Mr. Ruiz and Mr. Quesada are expected to oversee and manage the Company and regularly communicate with other members of the Board, other members of management and/or other stockholders of the Issuer with respect to operational, strategic, financial or governance matters or otherwise. Certain plans or proposals may from time to time be discussed or considered by Mr. Ruiz and Mr. Quesada, in their fiduciary capacity as directors and executive officers of the Issuer. To the extent that either or both of Mr. Ruiz or Mr. Quesada may be involved in the formulation or approval of such plans or proposals solely in his capacity as a director or executive officer of the Issuer, they do not expect to disclose such developments of their involvement by amending this Schedule 13D.

Item 5. Interest in Securities of the Issuer.

The information provided or incorporated by reference in Item 3 of this Schedule 13D is hereby incorporated by reference herein.

(a) and (b) The responses of the Reporting Persons to rows (7) through (13) of the cover pages of this Schedule 13D are incorporated herein by reference as of the date hereof.

As of the date hereof, Mr. Ruiz beneficially owns, in the aggregate, 2,119,258,100 shares of Class A Common Stock, comprised of (i) 50,534 shares of Class A Common Stock directly held by Mr. Ruiz, (ii) 50,000 shares of Class A Common Stock issuable upon the exercise of 50,000 Warrants directly held by Mr. Ruiz, and (iii) 2,119,157,566 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject to the terms of the LLC Agreement, comprised of 289,434,600 directly held by Series MRCS, 442,576,489 directly held by Ruiz Group and 1,387,146,477 directly held by Jocral Family. This aggregate amount represents 99.6% of the shares of Class A Common Stock deemed outstanding (based on 8,712,257 shares of Class A Common Stock outstanding as of May 23, 2022, as provided in the Issuer's Current Report on Form 8-K filed with the SEC on May 27, 2022 ("Closing 8-K"), in connection with the consummation of the Business Combination (the "Closing Class A Shares Outstanding") plus 2,119,157,566 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement and 50,000 shares of Class A Common Stock issuable upon the exercise of 50,000 Warrants), including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement (as each is defined herein). Mr. Ruiz beneficially owned approximately 67.0% of the number of outstanding shares of the Issuer with voting rights as of May 23, 2022 (the "Combined Voting Shares Outstanding"), which is the sum of (i) the Closing Class A Shares Outstanding and (ii) 3,154,473,292 shares of Class V Common Stock outstanding as of May 23, 2022, as provided in the Issuer's Closing 8-K (the "Closing Class V Shares Outstanding"). Pursuant to the terms of the limited liability company agreement of Quesada Group (the "Quesada Group LLC Agreement"), Mr. Ruiz, as the Liquidation Manager, has the authority to dispose of assets held by Quesada Group, including Issuer Securities, under certain circumstances. Accordingly, Mr. Ruiz may be deemed to beneficially own an additional 190,444,785 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units held by Quesada Group, increasing his aggregate ownership to 2,309,602,351 shares of Class A Common Stock issuable in respect of Up-C Units, or 99.6% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 2,309,602,351 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement) and may be deemed to beneficially own 73.0% of the shares of the Combined Voting Shares Outstanding. This Schedule 13D shall not be construed as an admission that Mr. Ruiz, for the purposes of sections 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by the Schedule 13D.

As of the date hereof, Ruiz Group directly holds 442,576,489 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject the terms of the LLC Agreement, representing 98.1% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 442,576,489 shares issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement), including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement. Ruiz Group owned 14.0% of the shares of the Combined Voting Shares Outstanding.

As of the date hereof, Jocral Family directly holds 1,387,146,477 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject the terms of the LLC Agreement, representing 99.4% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 442,576,489 shares issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement), including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement. Jocral Family owned 43.9% of the shares of the Combined Voting Shares Outstanding. Each of the Trust and Ms. Ruiz are deemed to beneficially own the securities owned by Jocral Family. The Trust is the general partner of Jocral Family and Ms. Ruiz is Co-Trustee of the Trust.

As of the date hereof, Series MRCS directly holds 413,478,000 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject the terms of the LLC Agreement, representing 97.9% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 413,478,000 shares issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement),

including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement. Series MRCS owned 13.1% of the shares of the Combined Voting Shares Outstanding. Mr. Quesada, as the manager of Series MRCS, is deemed to beneficially own the securities held by Series MRCS, as described further below.

As of the date hereof, Mr. Quesada beneficially owns in the aggregate 901,390,330 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject to the terms of the LLC Agreement, comprised of (i) 586,902,145 directly held by Mr. Quesada, (ii) 124,043,400 directly held by Series MRCS and (iii) 190,444,785 directly held by Quesada Group. These amounts represent, in the aggregate, 99.0% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 901,390,330 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement), including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement (as each defined herein). Mr. Quesada beneficially owns 28.5% of the shares of the Combined Voting Shares Outstanding. Mr. Quesada, as the manager of Series MRCS, is deemed to beneficially own all of the Issuer Securities held by Series MRCS, which represents an additional 289,434,600 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units held Series MRCS, for a total of 1,190,824,930 shares of Class A Common Stock issuable in respect of Up-C Units in the aggregate, which is 99.3% of the Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 1,190,824,930 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement), not including the Issuer Securities beneficially owned by Ruiz Group. Mr. Quesada, as the manager of Series MRCS, is deemed to beneficially own all of the Issuer Securities held by Series MRCS, representing 13.1% of the Closing Class V Shares Outstanding. Pursuant to the terms of the limited liability company agreement of Ruiz Group (the "Ruiz Group LLC Agreement"), Mr. Quesada, as the Liquidation Manager, has the authority to dispose of assets held by Ruiz Group, including Issuer Securities, under certain circumstances. Accordingly, Mr. Quesada may be deemed to beneficially own an additional 442,576,489 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units held by Ruiz Group, or 1,343,966,819 shares of Class A Common Stock issuable in respect of Up-C Units in the aggregate, which represents 98.1% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 1,343,966,819 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement). As a result of these terms of the Ruiz Group LLC Agreement and the Quesada Group LLC Agreement, Mr. Quesada and Mr. Ruiz may be deemed to be a group as defined under Rule 13d-3 promulgated under the Exchange Act, that beneficially owns 3,020,547,896 shares of Class A Common Stock issuable in respect of Up-C Units, which is 99.7% of the Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 3,027,547,896 shares of Class A Common Stock issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement) and 95.5% of the Combined Voting Shares Outstanding. This Schedule 13D shall not be construed as an admission that Mr. Ruiz, for the purposes of sections 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by the Schedule 13D.

As of the date hereof, Quesada Group directly holds 190,444,785 shares of Class A Common Stock issuable upon the conversion of an equal number of Up-C Units, subject the terms of the LLC Agreement, representing 95.6% of the shares of Class A Common Stock deemed outstanding (based on the Closing Class A Shares Outstanding plus 413,478,000 shares issuable in exchange for an equal number of Up-C Units pursuant to the LLC Agreement), including shares held in escrow pursuant to the MIPA Escrow Agreement, VRM Escrow Agreement and LLCA Escrow Agreement. Quesada Group beneficially owns 6.0% of the Combined Voting Shares Outstanding.

(c) During the 60 calendar days preceding the date hereof, the following transactions were effected by the Reporting Persons:

Reporting Person	Date	Transaction	Security Type	Number*	Price per Share*	Price Range*	
John H. Ruiz	5/31/2022	Purchase	Class A Common Stock	50,534	$1.3532	$1.27	$1.45
John H. Ruiz	5/31/2022	Purchase	Warrants	50,000	$0.8958	$0.87	$0.90

* The number of securities reported represents an aggregate number of shares executed by a broker-dealer in multiple open market transactions over a range of prices. The price per share reported represents the weighted

average price (without regard to brokerage commissions). The applicable Reporting Person undertakes to provide the staff of the SEC upon request, the number of shares executed by such Reporting Person at each separate price within the range.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information provided or incorporated by reference in Items 3 and 4 of this Schedule 13D is hereby incorporated by reference herein.

MIPA

As disclosed above, on May 23, 2022, in connection with the consummation of the Business Combination, the Members sold and assigned all of their membership interests in MSP to Opco in exchange for Up-C Units. Certain of the Reporting Persons were parties to the MIPA.

The foregoing description of the MIPA is not complete and is qualified in its entirety by reference to the complete text of the MIPA, as amended which is attached as Exhibits 2, 3, 4, 5 and 6 hereto and are incorporated herein by reference.

LLC Agreement

Concurrently with the consummation of the Business Combination, Opco adopted the LLC Agreement, whereby the Issuer was named the sole manager of Opco. The LLC Agreement authorizes two classes of common units; voting economic Class A Units held solely by the Issuer and non-voting economic Class B Units issued as part of the Up-C Units issued as consideration to the Members in the Business Combination. Holders of Class B Units will be able to exchange all or any portion of their Class B Units, together with the cancellation of an equal number of the paired shares of Class V Common Stock, for a number of shares of Class A Common Stock equal to the number of exchanged Class B Units by delivering a written notice to the Issuer. Notwithstanding the foregoing, the Issuer will be permitted, at its sole discretion, in lieu of delivering shares of Class A Common Stock for any Class B Units surrendered for exchange, to pay an amount in cash per Class B Unit equal to the arithmetic average of the volume weighted average prices for a share of Class A Common Stock as reported by Bloomberg, L.P., or its successor, for the five consecutive full trading days ending on and including the last full trading day immediately prior to the date of exchange.

At the consummation of the Business Combination, the Issuer issued warrants, each to purchase one share of Class A Common Stock for an exercise price of $11.50 per share (subject to adjustments as provided under the New Warrant Agreement, as defined below, the “Exercise Price”), which will be exercisable from June 22, 2022 and expire on May 23, 2027, as more particularly described in the Closing 8-K (the “New Warrants”). Pursuant to the LLC Agreement, Mr. Ruiz and Mr. Quesada, as MSP Principals, are required on at least a bimonthly basis, to sell to the Issuer for the aggregate Exercise Price (as defined in the New Warrant Agreement) of those New Warrants Exercised, a number of Up-C Units (collectively, the “New Warrant Repurchases”), and surrender a number of shares of paired Class V Common Stock, equal to (x) the aggregate Exercise Price (as defined in the that certain Warrant Agreement, dated as of May 23, 2022, by and between the Issuer and Continental Stock Transfer & Trust Company, as escrow agent, (“Continental”) (the “New Warrant Agreement”) paid (including, as applicable, the aggregate Exercise Price paid in cash and the value of any shares of Class A Common Stock utilized in connection with any Exercise Price paid on a “cashless basis”) by all warrantholders in respect of New Warrants that have been exercised, divided by (y) the Exercise Price.

The foregoing description of the LLC Agreement is not complete and is qualified in its entirety by reference to the complete text of the LLC Agreement, as amended which is attached as Exhibit 7 hereto and is incorporated herein by reference.

Lock-up Agreements

At the consummation of the Business Combination, each of Mr. Ruiz and Mr. Quesada entered into a lock-up agreement, dated as of May 23, 2022, with the Issuer (the agreement with Mr. Ruiz, the "Ruiz Lock-up Agreement," the agreement with Mr. Quesada, the "Quesada Lock-Up Agreement, and together the "Lock-up Agreements"). Pursuant to their Lock-up Agreements, Mr. Ruiz and Mr. Quesada each agreed, among other things, not to transfer Up-C Units subject to certain exclusions and exceptions (including, among other things, that 10% of the Up-C Units received by Mr. Ruiz and Mr. Quesada are excluded from the lock-up restrictions), until the earlier to occur of (i) six months following consummation of the Business Combination and (ii) the date after the consummation of the Business Combination on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their equity holdings in the Issuer for cash, securities or other property.

The foregoing description of the Lock-up Agreements is not complete and is qualified in its entirety by reference to the complete text of each of the Ruiz Lock-up Agreement and the Quesada Lock-up Agreement, which are attached as Exhibits 8 and 9 hereto and are incorporated herein by reference.

A&R Registration Rights Agreement

At the consummation of the Business Combination, the Issuer, Lionheart Equities, LLC (the "Sponsor"), certain Issuer stockholders, and certain Members including Mr. Ruiz, entered into an amended and restated registration rights agreement (the "A&R Registration Rights Agreement") pursuant to which, among other things, the Issuer agreed to register for resale, pursuant to Rule 415 under the Securities Act, the Registrable Securities (as defined in the A&R Registration Rights Agreement) that are held by and as appropriately requested by the parties thereto from time to time. Pursuant to the A&R Registration Rights Agreement, the Issuer agreed to use commercially reasonable efforts to file a registration statement registering the resale of the Registrable Securities within 45 days of receipt of a demand for registration by certain holders of Registrable Securities that are party thereto. Certain holders of Registerable Securities may request to sell all or any portion of their Registrable Securities in an underwritten offering so long as a majority-in-interest of such holders participate in and their Registrable Securities are included in the underwritten offering. The Issuer also agreed to provide customary "piggyback" registration rights, subject to certain requirements and customary conditions. The A&R Registration Rights Agreement also provides that the Issuer will pay certain expenses relating to such registrations and indemnify the stockholders and underwriters against certain liabilities.

The foregoing description of the A&R Registration Rights Agreement is not complete and is qualified in its entirety by reference to the complete text of the A&R Registration Rights Agreement, a copy of which is attached hereto as Exhibit 10 and is incorporated herein by reference.

MIPA Escrow Agreement

In connection with the consummation of the Business Combination, the Issuer, Opco, the Members' Representative and Continental entered into an Escrow Agreement (the "MIPA Escrow Agreement"), pursuant to which Continental, as the escrow agent, will hold in escrow the 6,000,000 Up-C Units set aside from the consideration and delivered by the Issuer to the escrow agent at the consummation of the Business Combination and any earnings on such shares (other than ordinary income dividends) to satisfy each of MSP and the Members', including certain of the Reporting Persons', potential indemnification obligations under the MIPA. All property in the escrow account, less any amounts reserved for pending indemnification claims, will be released for distribution to the Members on the first anniversary of the consummation of the Business Combination.

The foregoing description of the MIPA Escrow Agreement is not complete and is qualified in its entirety by reference to the complete text of the MIPA Escrow Agreement, a copy of which is attached hereto as Exhibit 11 and is incorporated herein by reference.

VRM Escrow Agreement

In connection with the consummation of the Business Combination, the Issuer, Opco, MSP Recovery, LLC,

Mr. Ruiz, Mr. Quesada, Virage Recovery Master LP ("VRM") and Continental entered into an Escrow Agreement (the "VRM Escrow Agreement"), pursuant to which Continental, as the escrow agent, will hold in escrow 65,000,000 Up-C Units, and any earnings thereon (other than ordinary income dividends) to satisfy, in connection with the obligation of Mr. Ruiz and Mr. Quesada to deliver such Up-C Units to the Issuer, and the obligation of the Issuer to maintain (or cause to be maintained) such Up-C Units, to guarantee the payment to VRM of an amount of recovery proceeds distributed (i) first, until VRM received, in the aggregate, a 20% annual compounded return on its contributions to VRM MSP Recovery Partners LLC, a Delaware limited liability company and joint investment vehicle of VRM and Series MRCS ("VRM MSP"), (ii) second, until VRM received an aggregate amount equal to its contributions to VRM MSP (the aggregate amount of clauses (i) and (ii), collectively, the "VRM Full Return"), that remains unpaid at such time, on or prior to the one-year anniversary of the Closing pursuant to the terms of the Master Transaction Agreement, dated as of March 9, 2022 ("MTA"), by and among VRM, Series MRCS, Mr. Ruiz, Mr. Quesada, Virage Capital Management LP, MSP Recovery, LLC, La Ley con John H. Ruiz, d/b/a MSP Recovery Law Firm, MSP Law Firm, the Issuer and Opco.

The foregoing description of the VRM Escrow Agreement is not complete and is qualified in its entirety by reference to the complete text of the VRM Escrow Agreement, a copy of which is attached hereto as Exhibit 12 and is incorporated herein by reference.

New Warrant Escrow Agreement

In connection with the consummation of the Business Combination, the Issuer, Opco, Mr. Ruiz, Mr. Quesada and Continental entered into an Escrow Agreement (the "LLCA Escrow Agreement"), pursuant to which Continental, as the escrow agent, will hold in escrow up to 1,029,000,000 Up-C Units and any earnings on such shares (other than ordinary income dividends) to satisfy the obligations of the Issuer, Mr. Ruiz and Mr. Quesada in connection with New Warrant Repurchases under the terms of the LLC Agreement.

The foregoing description of the New Warrant Escrow Agreement is not complete and is qualified in its entirety by reference to the complete text of the New Warrant Escrow Agreement, a copy of which is attached hereto as Exhibit 13 and is incorporated herein by reference.

Legal Services Agreement

At the consummation of the Business Combination, Opco and La Ley con John H. Ruiz P.A., d/b/a MSP Recovery Law Firm, an affiliate of certain Members (the "Law Firm"), entered into a Legal Services Agreement ("Legal Services Agreement") whereby Opco engaged the Law Firm to act as exclusive lead counsel to represent Opco and each of its subsidiaries as it pertains to certain assigned claims, causes of actions, proceeds, products and distributions ("CCRAs"). Pursuant to the terms of the Legal Services Agreement, among other things, Opco will pay the Law Firm for its costs (including but not limited to rent, utilities, filing fees, expert witness fees, deposition fees, witness fees, court reporter fees, long distance telephone charges, photocopy charges and mailing fees) in connection with the representation with respect to the CCRAs as well as 40% of the amount due to Opco, or its subsidiaries, for the recoveries ultimately obtained before deduction of costs and any attorneys' fees that are awarded to the Law Firm pursuant to a fee shifting statute by agreement or court award.

The foregoing description of the Legal Services Agreement is not complete and is qualified in its entirety by reference to the complete text of the Legal Services Agreement, a copy of which is attached hereto as Exhibit 14 and is incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits.

Exhibit No.	Description
1.	Joint Filing Agreement, dated as of June 2, 2022, by and among the Reporting Persons (filed herewith)
2.	Membership Interest Purchase Agreement, dated as of July 11, 2021, by and among Lionheart Acquisition Corporation II, Lionheart II Holdings, LLC, the MSP Purchased Companies listed on Schedule 2.1(a) thereto, the Members of the MSP Purchased Companies listed on Schedule 2.1(b) thereto, and John H. Ruiz, as the representative of the Members (incorporated by reference to Exhibit 2.1 to the Issuer's registration statement on Form S-4 (File No. 333-260969) filed with the SEC on April 29, 2022).

3. Amendment No. 1 to Membership Interest Purchase Agreement, dated as of November 10, 2021, by and among Lionheart Acquisition Corporation II, Lionheart II Holdings, LLC, the MSP Purchased Companies listed on Schedule 2.1(a) thereto, the Members of the MSP Purchased Companies listed on Schedule 2.1(b) thereto, and John H. Ruiz, as the representative of the Members (incorporated by reference to Exhibit 2.2 to the Issuer's registration statement on Form S-4 (File No. 333-260969) filed with the SEC on April 29, 2022).

4. Amendment No. 2 to Membership Interest Purchase Agreement, dated as of December 22, 2021, by and among Lionheart Acquisition Corporation II, Lionheart Holdings, LLC, the MSP Purchased Companies listed on Schedule 2.1(a) thereto, the Members of the MSP Purchased Companies listed in Schedule 2.1(b) thereto, and John H. Ruiz, as the representative of the Members (incorporated by reference to Exhibit 2.3 to the Issuer's registration statement on Form S-4 (File No. 333-260969) filed with the SEC on April 29, 2022).

5. Amendment No. 3 to Membership Interest Purchase Agreement, dated as of March 11, 2022, by and among Lionheart Acquisition Corporation II, Lionheart II Holdings, LLC, the MSP Purchased Companies listed on Schedule 2.1(a) thereto, the Members of the MSP Purchased Companies listed on Schedule 2.1(b) thereto, and John H. Ruiz, as the representative of the Members (incorporated by reference to Exhibit 2.4 to the Issuer's registration statement on Form S-4 (File No. 333-260969) filed with the SEC on April 29, 2022).

6. Amendment No. 4 to Membership Interest Purchase Agreement, dated as of May 23, 2022, by and among Lionheart Acquisition Corporation II, Lionheart II Holdings, LLC, the MSP Purchased Companies listed on Schedule 2.1(a) thereto, the Members of the MSP Purchased Companies listed on Schedule 2.1(b) thereto, and John H. Ruiz, as the representative of the Members incorporated by reference to Exhibit 2.5 to the Issuer's registration statement on Form S-4 (File No. 333-260969) filed with the SEC on April 29, 2022).

7. First Amended and Restated Limited Liability Company Agreement of Lionheart II Holdings, LLC, entered into effective as of May 23, 2022, by its Members and MSP Recovery, Inc. (incorporated by reference to the Issuer's Current Report on 8-K (File No. 22978311) filed with the SEC on May 27, 2022).

8. Lock-Up Agreement, dated May 23, 2022, by and between John H. Ruiz and the Issuer.

9. Lock-Up Agreement, dated May 23, 2022, by and between Frank C. Quesada and the Issuer.

10. Amended & Restated Registration Rights Agreement, dated as of May 23, 2022, entered into by and among MSP Recovery, Inc., Lionheart Equities, LLC, and the other parties thereto (incorporated by reference to the Issuer's Current Report on 8-K (File No. 22978311) filed with the SEC on May 27, 2022).

11. Escrow Agreement, entered into as of May 23, 2022, by and among the Issuer, Lionheart II Holdings, LLC, John H. Ruiz, as the representative of the Members and Continental Stock Transfer & Trust Company (incorporated by reference to the Issuer's Current Report on 8-K (File No. 22978311) filed with the SEC on May 27, 2022).

12. Escrow Agreement, entered into as of May 23, 2022, by and among the Issuer, Lionheart II Holdings, LLC, John H. Ruiz, Frank C. Quesada, MSP Recovery, LLC, Virage Recovery Master LP and Continental Stock Transfer & Trust Company.

13. Escrow Agreement, entered into as of May 23, 2022, by and among the Issuer, Lionheart II Holdings, LLC, John H. Ruiz, Frank C. Quesada and Continental Stock Transfer & Trust Company.

14. Legal Services Agreement, entered into as of May 23, 2022, by and between Lionheart II Holdings, LLC, La Ley con John H. Ruiz P.A., d/b/a MSP Recovery Law Firm and MSP Law Firm (incorporated by reference to the Issuer's Current Report on 8-K (File No. 22978311) filed with the SEC on May 27, 2022).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 2, 2022

/s/ John H. Ruiz
Name: John H. Ruiz

JOCRAL FAMILY LLLP

By: John H. Ruiz Revocable Living Trust
Title: General Partner

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Co-Trustee

RUIZ GROUP HOLDINGS LIMITED, LLC

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Manager

/s/ Frank C. Quesada
Name: Frank C. Quesada

MAYRA RUIZ

By: /s/ Alexandra Plasencia
as attorney in fact for Mayra Ruiz

QUESADA GROUP HOLDINGS, LLC

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Manager

MDA SERIES, LLC

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Member

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Member

SERIES MRCS

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Manager and Member

JOINT FILING AGREEMENT

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act") the undersigned hereby agree to the joint filing on behalf of each of them of any filing required by such party under Section 13(d) of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with respect to the Class A Common Stock, par value $0.0001 per share, of MSP Recovery, Inc., a Delaware corporation, and further agree to the filing, furnishing, and/or incorporation by reference of this Agreement as an exhibit thereto. Each of them is responsible for the timely filing of such filings and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate. This Agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

Dated: June 2, 2022

/s/ John H. Ruiz
Name: John H. Ruiz

JOCRAL FAMILY LLLP

By: John H. Ruiz Revocable Living Trust
Title: General Partner

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Co-Trustee

RUIZ GROUP HOLDINGS LIMITED, LLC

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Manager

/s/ Frank C. Quesada
Name: Frank C. Quesada

MAYRA RUIZ

By: /s/ Alexandra Plasencia
as attorney in fact for Mayra Ruiz

QUESADA GROUP HOLDINGS, LLC

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Manager

MDA, SERIES LLC

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Member

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Member

SERIES MRCS

By: /s/ Frank C. Quesada
Name: Frank C. Quesada
Title: Manager and Member

Exhibit 99. 8

LOCK-UP AGREEMENT

This **LOCK-UP AGREEMENT** (this "***Agreement***") is dated as of May 23, 2022, by and between the undersigned (the "***Holder***") and Lionheart Acquisition Corporation II, a Delaware corporation ("***LCAP***").

Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Membership Interest Purchase Agreement, dated as of July 11, 2021 (as amended, the "***MIPA***") by and among LCAP, Lionheart II Holdings, LLC, a Delaware limited liability company and a wholly-owned subsidiary of LCAP, each limited liability company set forth on Schedule 2.1(a) to the MIPA (collectively, the "***MSP Purchased Companies***"), the members of the MSP Purchased Companies listed on Schedule 2.1(b) to the MIPA (each, a "***Member***" and collectively the "***Members***"), and John H. Ruiz, as the representative of the Members.

BACKGROUND

WHEREAS, pursuant to the MIPA, each Key Employee who receives Up-C Units as Equity Consideration (the "***Units***") shall enter into a Lock-Up Agreement with respect to such Units received in connection with the transactions contemplated by the MIPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Lock-Up.

(a) During the Lock-up Period (as defined below), the Holder irrevocably agrees that he will not offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any of the Units, enter into a transaction that would have the same effect, enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Units, whether any of these transactions are to be settled by delivery of any Units, or otherwise, or publicly disclose the intention to make any such offer, sale or disposition; provided that notwithstanding the foregoing, the Holder may pledge any Units in connection with securing financing or otherwise. In this Agreement, any restrictions applicable to "***Units***" shall also apply to the one Purchaser Class B Unit and the one share of Parent Class V Common Stock included in each of the Units and any shares of Parent Class A Common Stock the Holder elects to receive in lieu of Units pursuant to Section 3.1(b) of the MIPA.

(b) In furtherance of the foregoing, during the Lock-up Period, LCAP will (i) place an irrevocable stop order on all the Units, including those which may be covered by a registration statement, and (ii) notify LCAP's transfer agent in writing of the stop order and the restrictions on the Units under this Agreement and direct LCAP's transfer agent not to process any attempts by the Holder to resell or transfer any Units, except in compliance with this Agreement.

(c) "***Units***" means any Units beneficially owned (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) by Holder as of immediately following the Closing, other than (i) any security received pursuant to an equity incentive plan adopted by LCAP on or after the Closing Date, (ii) any shares of Parent Class A Common Stock acquired in open market transactions, (iii) ten percent (10%) of the Units received by the Holder as Equity Consideration pursuant to the MIPA, (iv) any Units that constitute the Escrow Consideration, and (v) any shares of Parent Class A Common Stock or Units that are set forth on Schedule A hereto.

(d) The "***Lock-up Period***" means the period commencing on the Closing Date and ending on the earlier of the date that is (i) six (6) months after the Closing Date and (ii) LCAP's consummation of a liquidation, merger, stock exchange or other similar transaction which results in all of LCAP's stockholders having the right to exchange their shares of Parent Class A Common Stock for cash, securities or other property.

2. Term. This Agreement shall automatically terminate upon the earlier to occur of (a) such date and time as the MIPA is terminated in accordance with its terms and (b) the expiration of the Lock-Up Period. Upon termination of this Agreement, none of the parties hereto shall have any further obligations or liabilities under this Agreement; provided, that nothing in this Section 2 shall relieve any party hereto of liability for any willful material breach of this Agreement prior to its termination

3. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any designee of any Holder from serving on the Board of Directors of LCAP or from taking any action, subject to the provisions of the MIPA, while acting in the capacity as a director of LCAP. Each Holder is entering into this Agreement solely in its capacity as the anticipated owner of Units following the consummation of the transactions contemplated by the MIPA.

4. Permitted Transfers. Notwithstanding anything to the contrary contained in this Agreement, subject to the conditions below, the Holder may transfer Units (a) in connection with transfers or distributions to the Holder's current or former general or limited partners, managers or members, stockholders, other equityholders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended) (the "***Securities Act***") or to the estates of any of the foregoing; (b) transfers by gift or sale to or among the spouse of the Holder, a family member of the Holder, or any trust created and existing for the primary benefit of the Holder, the Holder's spouse or a family member of the Holder; (c) in connection with transfers by will or intestacy to a family member of the Holder or a trust for the benefit of a family member of the Holder; (d) by virtue of the laws of descent and distribution upon the death of the Holder; (e) pursuant to a qualified domestic relations order; provided, that in the case of any transfer pursuant to the foregoing clauses it shall be a condition to any such transfer that (i) the transferee/donee agrees to be bound by the terms of this Agreement to the same extent as if the transferee/donee were a party hereto; and (ii) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period; or (f) in connection with the entry into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act after the date of this Agreement relating to the sale of the Units; provided, that (A) the

securities subject to such plan may not be sold until after the expiration of the Lock-Up Period and (B) the Company shall not be required to effect, and the undersigned shall not effect or cause to be effected, any public filing, report or other public announcement regarding the establishment of the trading plan.

5. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is a binding and enforceable obligation of such party and is enforceable against such party in accordance with the terms of this Agreement, and (c) the execution, delivery and performance of such party's obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound. The Holder has independently evaluated the merits of its decision to enter into and deliver this Agreement, and such Holder confirms that it has not relied on the advice of LCAP, LCAP's legal counsel, or any other person.

6. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

7. Notices. Any notices required or permitted to be sent hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 4:00 PM on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (b) if by fax or email, on the date that transmission is confirmed electronically, if by 4:00 PM on a Business Day, addressee's day and time, and otherwise on the first Business Day after the date of such confirmation; or (c) five (5) Business Days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) If to LCAP prior to the Closing, to:

4218 NE 2nd Avenue
2nd Floor
Miami, Florida 33137
Attention: Ophir Sternberg
Email: o@lheartcapital.com

with a copy to (which shall not constitute notice):

DLA Piper LLP (US)
2525 East Camelback Road
Esplanade II Suite 1000
Phoenix, AZ 85016-4232

Attention: Steven D. Pidgeon
Email: steven.pidgeon@us.dlapiper.com

(b) If to LCAP following the Closing, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: generalcounsel@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael Aiello; Amanda Fenster
Email: michael.aiello@weil.com; amanda.fenster@weil.com

(c) If to the Holder, to the address set forth on the Holder's signature page hereto, with a copy, which shall not constitute notice, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: John H. Ruiz
Email: jruiz@msprecovery.com

or to such other address as any party may have furnished to the others in writing in accordance herewith.

8. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

10. Successors and Assigns. Except as expressly provided otherwise in this Agreement, this Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. The Holder hereby acknowledges and agrees that this Agreement is entered into for the benefit of and is enforceable by LCAP and its successors and assigns.

11. Amendment. This Agreement may be amended or modified only by written agreement executed by each of the parties hereto.

12. Further Assurances. Each of the parties to this Agreement shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

14. Injunctive Relief. Each of the parties to this Agreement hereby acknowledges that in the event of a breach by any such party of any material provision of this Agreement, the aggrieved party may be without an adequate remedy at law. Each of the parties thereto agrees that, in the event of a breach of any material provision of this Agreement, the aggrieved party may elect to institute and prosecute proceedings to enforce specific performance or to enjoin the continuing breach of such provision, as well as to obtain damages for breach of this Agreement. By seeking or obtaining any such relief, the aggrieved party will not be precluded from seeking or obtaining any other relief to which it may be entitled.

15. Governing Law; Jurisdiction. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this agreement, the other additional agreements or the transactions contemplated hereby or thereby may be instituted in the Federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. the parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

17. Severability. In the event that any term, provision, covenant or restriction of this Agreement, or the application thereof, is held to be illegal, invalid or unenforceable under any present or future Law: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance hereof; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

18. Waiver. No failure or delay on the part of any party hereto to exercise any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party hereto shall be deemed to have waived any claim available to such party arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

19. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provisions in the MIPA, the terms of this Agreement shall control.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

LIONHEART ACQUISITION CORPORATION II

By: /s/ Ophir Sternberg
Name: Ophir Sternberg
Title: Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

HOLDER

By: /s/ John H. Ruiz
John H. Ruiz

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: John H. Ruiz
Email: jruiz@msprecovery.com

Exhibit 99.9

LOCK-UP AGREEMENT

This **LOCK-UP AGREEMENT** (this "***Agreement***") is dated as of May 23, 2022, by and between the undersigned (the "***Holder***") and Lionheart Acquisition Corporation II, a Delaware corporation ("***LCAP***").

Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Membership Interest Purchase Agreement, dated as of July 11, 2021 (as amended, the "***MIPA***") by and among LCAP, Lionheart II Holdings, LLC, a Delaware limited liability company and a wholly-owned subsidiary of LCAP, each limited liability company set forth on Schedule 2.1(a) to the MIPA (collectively, the "***MSP Purchased Companies***"), the members of the MSP Purchased Companies listed on Schedule 2.1(b) to the MIPA (each, a "***Member***" and collectively the "***Members***"), and John H. Ruiz, as the representative of the Members.

BACKGROUND

WHEREAS, pursuant to the MIPA, each Key Employee who receives Up-C Units as Equity Consideration (the "***Units***") shall enter into a Lock-Up Agreement with respect to such Units received in connection with the transactions contemplated by the MIPA.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Lock-Up.

(a) During the Lock-up Period (as defined below), the Holder irrevocably agrees that he will not offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any of the Units, enter into a transaction that would have the same effect, enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Units, whether any of these transactions are to be settled by delivery of any Units, or otherwise, or publicly disclose the intention to make any such offer, sale or disposition; provided that notwithstanding the foregoing, the Holder may pledge any Units in connection with securing financing or otherwise. In this Agreement, any restrictions applicable to "***Units***" shall also apply to the one Purchaser Class B Unit and the one share of Parent Class V Common Stock included in each of the Units and any shares of Parent Class A Common Stock the Holder elects to receive in lieu of Units pursuant to Section 3.1(b) of the MIPA.

(b) In furtherance of the foregoing, during the Lock-up Period, LCAP will (i) place an irrevocable stop order on all the Units, including those which may be covered by a registration statement, and (ii) notify LCAP's transfer agent in writing of the stop order and the restrictions on the Units under this Agreement and direct LCAP's transfer agent not to process any attempts by the Holder to resell or transfer any Units, except in compliance with this Agreement.

(c) "***Units***" means any Units beneficially owned (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) by Holder as of immediately following the Closing, other than (i) any security received pursuant to an equity incentive plan adopted by LCAP on or after the Closing Date, (ii) any shares of Parent Class A Common Stock acquired in open market transactions, (iii) ten percent (10%) of the Units received by the Holder as Equity Consideration pursuant to the MIPA, (iv) any Units that constitute the Escrow Consideration, and (v) any shares of Parent Class A Common Stock or Units that are set forth on Schedule A hereto.

(d) The "***Lock-up Period***" means the period commencing on the Closing Date and ending on the earlier of the date that is (i) six (6) months after the Closing Date and (ii) LCAP's consummation of a liquidation, merger, stock exchange or other similar transaction which results in all of LCAP's stockholders having the right to exchange their shares of Parent Class A Common Stock for cash, securities or other property.

2. Term. This Agreement shall automatically terminate upon the earlier to occur of (a) such date and time as the MIPA is terminated in accordance with its terms and (b) the expiration of the Lock-Up Period. Upon termination of this Agreement, none of the parties hereto shall have any further obligations or liabilities under this Agreement; provided, that nothing in this Section 2 shall relieve any party hereto of liability for any willful material breach of this Agreement prior to its termination

3. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any designee of any Holder from serving on the Board of Directors of LCAP or from taking any action, subject to the provisions of the MIPA, while acting in the capacity as a director of LCAP. Each Holder is entering into this Agreement solely in its capacity as the anticipated owner of Units following the consummation of the transactions contemplated by the MIPA.

4. Permitted Transfers. Notwithstanding anything to the contrary contained in this Agreement, subject to the conditions below, the Holder may transfer Units (a) in connection with transfers or distributions to the Holder's current or former general or limited partners, managers or members, stockholders, other equityholders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended) (the "***Securities Act***") or to the estates of any of the foregoing; (b) transfers by gift or sale to or among the spouse of the Holder, a family member of the Holder, or any trust created and existing for the primary benefit of the Holder, the Holder's spouse or a family member of the Holder; (c) in connection with transfers by will or intestacy to a family member of the Holder or a trust for the benefit of a family member of the Holder; (d) by virtue of the laws of descent and distribution upon the death of the Holder; (e) pursuant to a qualified domestic relations order; provided, that in the case of any transfer pursuant to the foregoing clauses it shall be a condition to any such transfer that (i) the transferee/donee agrees to be bound by the terms of this Agreement to the same extent as if the transferee/donee were a party hereto; and (ii) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any filing or public announcement of the transfer or disposition prior to the expiration of the Lock-Up Period; or (f) in connection with the entry into a written plan meeting the requirements of Rule 10b5-1 under the Exchange Act after the date of this Agreement relating to the sale of the Units; provided, that (A) the

securities subject to such plan may not be sold until after the expiration of the Lock-Up Period and (B) the Company shall not be required to effect, and the undersigned shall not effect or cause to be effected, any public filing, report or other public announcement regarding the establishment of the trading plan.

5. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is a binding and enforceable obligation of such party and is enforceable against such party in accordance with the terms of this Agreement, and (c) the execution, delivery and performance of such party's obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound. The Holder has independently evaluated the merits of its decision to enter into and deliver this Agreement, and such Holder confirms that it has not relied on the advice of LCAP, LCAP's legal counsel, or any other person.

6. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

7. Notices. Any notices required or permitted to be sent hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 4:00 PM on a Business Day, addressee's day and time, on the date of delivery, and otherwise on the first Business Day after such delivery; (b) if by fax or email, on the date that transmission is confirmed electronically, if by 4:00 PM on a Business Day, addressee's day and time, and otherwise on the first Business Day after the date of such confirmation; or (c) five (5) Business Days after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) If to LCAP prior to the Closing, to:

4218 NE 2nd Avenue
2nd Floor
Miami, Florida 33137
Attention: Ophir Sternberg
Email: o@lheartcapital.com

with a copy to (which shall not constitute notice):

DLA Piper LLP (US)
2525 East Camelback Road
Esplanade II Suite 1000
Phoenix, AZ 85016-4232

Attention: Steven D. Pidgeon
Email: steven.pidgeon@us.dlapiper.com

(b) If to LCAP following the Closing, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: generalcounsel@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael Aiello; Amanda Fenster
Email: michael.aiello@weil.com; amanda.fenster@weil.com

(c) If to the Holder, to the address set forth on the Holder's signature page hereto, with a copy, which shall not constitute notice, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: Frank C. Quesada
Email: fquesada@msprecovery.com

or to such other address as any party may have furnished to the others in writing in accordance herewith.

8. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

9. Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

10. Successors and Assigns. Except as expressly provided otherwise in this Agreement, this Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto. The Holder hereby acknowledges and agrees that this Agreement is entered into for the benefit of and is enforceable by LCAP and its successors and assigns.

11. Amendment. This Agreement may be amended or modified only by written agreement executed by each of the parties hereto.

12. Further Assurances. Each of the parties to this Agreement shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

13. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

14. Injunctive Relief. Each of the parties to this Agreement hereby acknowledges that in the event of a breach by any such party of any material provision of this Agreement, the aggrieved party may be without an adequate remedy at law. Each of the parties thereto agrees that, in the event of a breach of any material provision of this Agreement, the aggrieved party may elect to institute and prosecute proceedings to enforce specific performance or to enjoin the continuing breach of such provision, as well as to obtain damages for breach of this Agreement. By seeking or obtaining any such relief, the aggrieved party will not be precluded from seeking or obtaining any other relief to which it may be entitled.

15. Governing Law; Jurisdiction. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Delaware. Any legal suit, action or proceeding arising out of or based upon this agreement, the other additional agreements or the transactions contemplated hereby or thereby may be instituted in the Federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. the parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

17. Severability. In the event that any term, provision, covenant or restriction of this Agreement, or the application thereof, is held to be illegal, invalid or unenforceable under any present or future Law: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance hereof; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

18. Waiver. No failure or delay on the part of any party hereto to exercise any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party hereto shall be deemed to have waived any claim available to such party arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

19. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provisions in the MIPA, the terms of this Agreement shall control.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

LIONHEART ACQUISITION CORPORATION II

By: /s/ Ophir Sternberg
Name: Ophir Sternberg
Title: Chairman

IN WITNESS WHEREOF, the parties hereto have caused this Lock-up Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

HOLDER

By: /s/ Frank C. Quesada
Frank C. Quesada

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: Frank C. Quesada
Email: fquesada@msprecovery.com

Exhibit 99.12

Execution Version

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "***Agreement***") is made and entered into as of May 23, 2022, by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), **JOHN H. RUIZ**, an individual ("***Ruiz***"), **FRANK C. QUESADA**, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***"), and **MSP RECOVERY, LLC**, a Florida limited liability company ("***MSP Recovery***", and together with Parent, Purchaser and the MSP Principals, the "***Guarantors***" and each, a "***Guarantor***"), **VIRAGE RECOVERY MASTER LP**, a Delaware limited partnership ("***VRM***", and together with Parent, Purchaser, the MSP Principals and MSP Recovery, the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation ("***Escrow Agent***"). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the MTA.

RECITALS

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of July 11, 2021 (as amended by that certain amendment dated November 9, 2021, that certain amendment dated December 22, 2021 and that certain amendment dated March 11, 2022, and as may be further amended from time to time, the "***MIPA***"), by and among Parent, Purchaser, the MSP Purchased Companies, the Members party thereto, and Ruiz, as the Members' Representative, on the date hereof, Parent and Purchaser will issue to the Members, including the MSP Principals, 3,250,000,000 Up-C Units (the "***Equity Consideration***");

WHEREAS, pursuant to that certain Master Transaction Agreement (the "***MTA***"), dated as of March 9, 2022, by and among the Parties, Series MRCS, a series of MDA, Series LLC, a Delaware series limited liability company, Virage Capital Management LP, a Delaware limited partnership ("***Virage***"), La Ley con John H. Ruiz, d/b/a MSP Recovery Law Firm, a Florida corporation and MSP Law Firm, a Florida PLLC, at the SPAC Closing, the MSP Principals have agreed to deliver to Parent 65,000,000 Up-C Units, valued at $10.00 per unit (such Up-C Units, the "***Reserved SPAC Units***"), and Parent has agreed to maintain (or caused to be maintained) the Reserved SPAC Units to satisfy the Shortfall;

WHEREAS, pursuant to that certain letter agreement (the "***Letter Agreement***"), dated as of July 11, 2021, by and among the MSP Principals, Parent and Purchaser, the MSP Principals have agreed to deliver to Parent (or an escrow agent) 65,000,000 Up-C Units, valued at $10.00 per unit, which will be maintained solely to satisfy the Shortfall;

WHEREAS, pursuant to that certain Guaranty Agreement (the "***Guaranty Agreement***"), dated as of March 9, 2022, by and among the Parties, the Guarantors have agreed to the timely payment to VRM of the Shortfall, on or prior to the first anniversary of the MTA Effective Time, by the sale of the Reserved SPAC Units and delivery of the net cash proceeds thereof to VRM; and

WHEREAS, in connection with the MTA, Letter Agreement and Guaranty Agreement (collectively, the "***Underlying Agreements***"), the Parties desire to deliver the Escrow Consideration (as defined below) to be held in escrow and disbursed in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment.

(a) The Parties hereby appoint and designate the Escrow Agent as their escrow agent to acquire and maintain possession of the Escrow Consideration and to act as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to assume and perform its duties and obligations pursuant to the terms and conditions set forth herein. The Escrow Agent shall hold the Escrow Consideration in accordance with, and shall not disburse or release any of the Escrow Consideration except in accordance with, the terms and conditions set forth in this Agreement.

(b) The Escrow Agent shall have no duties or obligations with respect to the Underlying Agreements that are not set forth in this Agreement.

2. Escrow Consideration.

(a) On the date hereof, each of Parent and Purchaser agrees to deposit with the Escrow Agent, from the Equity Consideration issuable to the MSP Principals or their respective controlled affiliates (in their respective capacity as Members) under the MIPA, an aggregate of 65,000,000 Up-C Units (as defined below, valued at $10.00 per unit) (the "***Escrow Consideration***"). The Escrow Agent shall hold the Escrow Consideration as a book-entry position registered in the name of "Continental Stock Transfer & Trust Company as Escrow Agent for the benefit of Virage Recovery Master LP". The Escrow Agent agrees to keep the Escrow Consideration separate from all other property held by the Escrow Agent and to identify the Escrow Consideration as being held in connection with this Agreement (the "***Escrow Fund***"). The Escrow Agent shall acknowledge in writing to the Guarantors and VRM receipt of evidence of book-entry registration of the Escrow Consideration from Parent's transfer agent.

(b) Any dividends, interest payments, or other distributions of any kind made in respect of the Escrow Consideration shall be delivered promptly to the Escrow Agent to be deposited and held in a non-interest bearing bank account, insured up to the applicable limits by the Federal Deposit Insurance Corporation, and maintained by the Escrow Agent in the name of "Continental Stock Transfer & Trust Company as Escrow Agent for the benefit of Virage Recovery Master LP" and shall be deemed part of the Escrow Consideration.

(c) If the underlying shares or units comprising the Up-C Units shall have been changed into a materially different number of units or a different class of stock by reason of any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or any similar event shall have occurred, the underlying shares or units comprising the Up-C Units comprising the Escrow Consideration, while such units are held in the Escrow Fund, shall be automatically adjusted to reflect fully the effect of any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or similar event. The MSP Principals and VRM agree, for the benefit of VRM and the Escrow Agent, except as otherwise set forth in this Agreement, that any additional shares or units comprising the Escrow Consideration (or other units or shares of capital stock of Parent or Purchaser or their Subsidiaries) and any cash, property or other assets that may be issued on or distributable with respect to such Up-C Units (including any securities convertible into or exchangeable for capital stock of Parent, Purchaser or their Subsidiaries) or that result from any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or any similar event, including in connection with any dividend or distribution or any merger, consolidation, acquisition of property or securities, liquidation or other event involving Parent or Purchaser, shall not be distributed or issued to the MSP Principals as the beneficial owners of the Escrow Consideration but shall be deposited in the Escrow Fund, shall become part of the Escrow Consideration and shall remain subject to the terms of this Agreement.

(d) The Parties and the Escrow Agent agree that the Escrow Consideration shall (i) not be subject to set off by the Escrow Agent or any of its affiliates, (ii) not be subject to any attachment, mortgage, lien, pledge, charge, hypothecation, right of third person, assessment, security interest or encumbrance of any kind, whether consensual, statutory, or otherwise, any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing, any trustee process or any other judicial process of any creditor of any Party or the Escrow Agent (a "***Lien***"), other than Liens arising pursuant to applicable securities laws, and (iii) be held and disbursed solely for the purposes and in accordance with the terms of this Agreement, except as otherwise provided in Section 11 below. Further, the Parties and the Escrow Agent acknowledge and agree that no Escrow Consideration, or any portion thereof or beneficial interest therein may be pledged, subjected to any Lien, sold, assigned or transferred by the Guarantors or be subject to attachment or taken or attached in any other legal or equitable process in satisfaction of any debt or liability of the Guarantors prior to the distribution to the Guarantors of such Escrow Consideration in accordance with this Agreement.

(e) During the time that the Escrow Consideration is held by the Escrow Agent pursuant to this Agreement, the MSP Principals and their respective controlled affiliates shall be entitled to vote the shares of Class V Common Stock, par value $0.0001 per share, of Parent ("***Class V Common Stock***"), constituting the Up-C Units (in accordance with their pro rata share set forth on Schedule 3 hereto (each such pro rata share, an "***Escrow***

Share Allocation")) on any matters to come before the stockholders of Parent; provided that until released to the MSP Principals or their respective controlled affiliates, the MSP Principals or their respective controlled affiliates shall have no right to possession of, or to sell, assign, pledge, hypothecate or otherwise transfer or dispose of any Up-C Units or other securities in the Escrow Fund or any interest therein. In order to vote its shares, each MSP Principal or its controlled affiliate shall (in accordance with such entity's Escrow Share Allocation) direct the Escrow Agent to, and the Escrow Agent shall, vote or cause to be voted such shares of Class V Common Stock in accordance with such written direction. In the absence of any directions from the applicable MSP Principal or its controlled affiliate, the Escrow Agent shall not vote any of the shares of Class V Common Stock held in the Escrow Fund attributable to such MSP Principal or its controlled affiliate.

(f) No fractional shares shall be released and delivered from the Escrow Fund and all fractional shares shall be rounded to the nearest whole share.

(g) This Agreement (except for the provisions of Section 8 hereto), the duties of the Escrow Agent and the bank accounts shall automatically terminate and shall have no further force or effect upon the first to occur of (i) the distribution in full by the Escrow Agent of all of the Escrow Consideration in accordance with this Agreement, or (ii) the delivery to the Escrow Agent of a written notice of termination executed jointly by the Parties and the release by the Escrow Agent of all of the Escrow Consideration.

3. Disposition and Termination.

(a) As promptly as practicable, and in any event within two (2) Business Days, following the date on which the Escrow Agent receives (i) a joint written instruction made by the Parties, substantially in the form attached hereto as Exhibit A, signed by the authorized representatives identified on Schedule 1 (a "***Joint Direction***"), or (ii) a final non-appealable order of any court or arbitrator of competent jurisdiction that may be issued ordering the Escrow Agent to distribute all or any portion of the Escrow Consideration or determining the rights of the Parties or any other person with respect to the Escrow Consideration, together with (A) a certificate, substantially in the form attached hereto as Exhibit B, signed by the authorized representative identified on Schedule 1 of the prevailing Party (as between the Guarantors and VRM) to the effect that such judgment is final and non-appealable and from a court or arbitrator of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing Party (a "***Release Order***"), the Escrow Agent shall release from the Escrow Fund and instruct Parent's and Purchaser's transfer agent to transfer and deliver the applicable number of Up-C Units (and other securities) in book-entry form in the amounts and to the persons identified in such Joint Direction (which shall correspond to each MSP Principal's Escrow Share Allocation) or Release Order.

(b) Upon the release and delivery of all the Escrow Consideration by the Escrow Agent in accordance with the terms of this Agreement and such written instructions, this Agreement shall terminate, subject to the provisions of Section 6.

4. Escrow Agent.

(a) The Escrow Agent hereby agrees and covenants with the Parties that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Consideration to anyone, except pursuant to the express terms of this Agreement or as otherwise required by applicable law. The Escrow Agent hereby undertakes to perform only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied, other than the implied duty of good faith and fair dealing. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement (other than this Agreement), instrument or document between the Parties and any other person or entity, in connection herewith, if any, including without limitation the Underlying Agreements, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligation of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement.

(b) In the event of any conflict between the terms and provisions of this Agreement, those of the Underlying Agreements, any schedule or exhibit attached to this Agreement, or any other agreement between the Parties or any other person or entity, the terms and conditions of this Agreement shall control.

(c) The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the Parties without inquiry and without requiring substantiating evidence of any kind. The Escrow Agent shall not be liable to any beneficiary or other person for refraining from acting upon any instruction setting forth, claiming, containing, objecting to, or related to the transfer or distribution of the Escrow Consideration, or any portion thereof, unless such instruction shall have been delivered to the Escrow Agent in accordance with Section 9 below and the Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder and as set forth in Section 10. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder.

(d) The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to a Party or its beneficiaries. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

(e) The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to a Party or its beneficiaries. In the event that the Escrow Agent shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all the property held in escrow until it shall be given a Joint Direction from the Parties which eliminates such ambiguity or uncertainty to the satisfaction of the Escrow Agent or by a final and non-appealable order or judgement of a court of competent jurisdiction.

5. Succession.

(a) The Parties, acting jointly, may remove the Escrow Agent at any time, with or without cause, by giving to the Escrow Agent fifteen (15) calendar days' advance notice in writing of such removal signed by the authorized representatives identified on Schedule 1. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect, provided that such resignation shall not take effect until a successor Escrow Agent has been appointed in accordance with this Section 5. If the Parties have failed to appoint a mutually acceptable successor Escrow Agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Consideration (without any obligation to reinvest the same) and to deliver the same to a designated substitute Escrow Agent, if any, or in accordance with the directions of a final order or judgement of a court of competent jurisdiction, at which time of delivery the Escrow Agent's obligations hereunder shall ease and terminate, subject to the provisions of Section 7 below. In accordance with Section 7 below, the Escrow Agent shall have the right to withhold, as security, an amount of shares equal to any dollar amount due and owing to the Escrow Agent in connection with this Agreement, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of this Agreement.

(b) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

6. Compensation and Reimbursement.

The Escrow Agent shall be entitled to compensation for its services under this Agreement as Escrow Agent and for reimbursement for its reasonable out-of-pocket costs and expenses, in the amounts and payable by Purchaser as set forth on Schedule 2. The Escrow Agent shall also be entitled to payments of any amounts to which the Escrow Agent is entitled under the indemnification provisions contained herein as set forth in Section 7. The obligations of Purchaser set forth in this Section 6 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

7. Indemnity.

(a) The Escrow Agent shall be indemnified and held harmless by the Parties from and against any expenses, including counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the Parties in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the Nature of Interpleader in any state of federal court located in the State of New York.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgement, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent.

(c) The Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and indemnification, for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

(d) This Section 7 shall survive termination of this Agreement or the resignation, replacement or removal of the Escrow Agent for any reason.

8. Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting.

(a) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("***USA PATRIOT Act***") requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agents' identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the identity of the Parties including without limitation name, address and organizational documents ("***identifying information***"). The Parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

(b) The Parties agree that any amounts described in Section 2(b) shall be allocated to Parent for U.S. federal and applicable state and local income tax purposes and shall be reported by the Escrow Agent to

Parent and to the Internal Revenue Service ("***IRS***"), or any other taxing authority as required by law, on IRS Form 1099 (or other appropriate form) as income earned by Parent for such taxable year, whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities. The Parties agree that the Escrow Agent shall not have any other contractual obligation to file or prepare any tax returns or to prepare any other reports for any taxing authorities concerning the matters covered by this Agreement, except as required by applicable law. Notwithstanding the foregoing, such underlying transaction does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

9. Notices.

(a) All communications hereunder shall be in writing and, except for communications setting forth, claiming, containing, objecting to, or in any way related to the full or partial transfer or distribution of the Escrow Consideration, including but not limited to transfer instructions (all of which shall be specifically governed by Section 10 below), all notices and communications hereunder shall be deemed to have been duly given and made if in writing and if (i) served by personal delivery upon the party for whom it is intended, (ii) delivered by registered or certified mail, return receipt requested, or by Federal Express or similar overnight courier, or (iii) sent by facsimile or email, electronically or otherwise, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to the Escrow Agent:

Continental Stock Transfer and Trust Company
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615
Attention:_____
Email:_____

if to Parent or Purchaser, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: generalcounsel@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello
Amanda Fenster
Email: michael.aiello@weil.com
amanda.fenster@weil.com

if to MSP Recovery:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: generalcounsel@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello
Amanda Fenster
Email: michael.aiello@weil.com
amanda.fenster@weil.com

if to the MSP Principals:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: jruiz@msprecovery.com; fquesada@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello
Amanda Fenster
Email: michael.aiello@weil.com
amanda.fenster@weil.com

if to VRM:

c/o Virage Capital Management LP
1700 Post Oak Blvd.
2 BLVD Place
Suite 300
Houston, TX 77056
Emails: eondarza@viragecm.com bmcdavid@viragecm.com

with a copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Attention: Adam Hilkemann
Email: ahilkemann@akingump.com

(b) Notwithstanding the above, in the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such offer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. For purposes of this Agreement, "***Business Day***" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

10. Security Procedures.

(a) Notwithstanding anything to the contrary as set forth in Section 9, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer distribution, including but not limited to any transfer instructions that may otherwise be set forth in a Joint Direction permitted pursuant to Section 3 of this

Agreement, may be given to the Escrow Agent only by confirmed facsimile or other electronic transmission (including e-mail) and no instruction for or related to the transfer or distribution of the Escrow Consideration, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction by facsimile or other electronic transmission (including e-mail) at the number or e-mail address for the Escrow Agent set forth in Section 9 and as further evidenced by a confirmed transmittal to that number.

(b) In the event transfer instructions are so received by the Escrow Agent by facsimile or other electronic transmission (including e-mail), the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified on Schedule 1, the Escrow Agent is hereby authorized both to receive written instructions from and seek confirmation of such instructions by officers of the Guarantors (collectively, the "***Senior Officers***"), as the case may be, which shall include the titles of Chief Executive Officer, General Counsel, Chief Financial Officer, President of Executive Vice President, as the Escrow Agent may select. Such Senior Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer.

(c) The Parties acknowledge that the Escrow Agent is authorized to deliver the Escrow Consideration to the custodian account of recipient designated by the Guarantors in writing.

11. Compliance with Court Officers. In the event that any portion of the Escrow Consideration shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgement of decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or whether with or without jurisdiction, and in the event that the Escrow Agent reasonably obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

12. Miscellaneous

(a) Except for changes to transfer instructions as provided in Section 10, the provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by the Escrow Agent and the Parties. The Parties may assign any right or interest hereunder, but not any obligation, to the same extent they are permitted to assign their rights and interests under the Underlying Agreements. No assignment of the interest of a Party shall be binding on the Escrow Agent unless and until written notice of such assignment is filed with and acknowledged in writing by the Escrow Agent. To comply with federal law including USA Patriot Act requirements, assignees shall provide to the Escrow Agent the appropriate form W-9 or W-8 (as applicable) and such other forms and documentation that Escrow Agent may request to verify identification and authorization to act.

(b) This Agreement shall be governed by and construed under the laws of the State of New York. Each of the Parties and the Escrow Agent irrevocably waives any objection on the grounds of venue, *forum non-conveniens* or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of any state or federal court located in the State of New York. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgement), or other legal process, such party shall not claim, and it hereby irrevocably waives, such immunity. Each of the Parties and the Escrow Agent further hereby waives any right to a trial by jury with respect to any lawsuit or judicial proceedings arising or relating to this Agreement.

(c) No Party is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or other electronic transmission (including e-mail), and such facsimile or other electronic transmission (including e-mail) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(e) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(f) A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

(g) The parties represent, warrant and covenant that each document, notice, instruction or request provided by such arty to the other party shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

(h) Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or the Escrow Consideration escrowed hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ESCROW AGENT:

Continental Stock Transfer & Trust Company

By: /s/ Henry Farrell
Name: Henry Farrell
Title: Vice President

PARENT:

Lionheart Acquisition Corporation II

By: /s/ Ophir Sternberg
Name: Ophir Sternberg
Title: Chairman and CEO

MSP Recovery, Inc.

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Chief Executive Officer

PURCHASER:

Lionheart II Holdings, LLC

By: MSP Recovery, Inc. its manager

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Chief Executive Officer

MEMBERS' REPRESENTATIVE (SOLELY IN HIS CAPACITY AS SUCH):

John H. Ruiz

By: /s/ John H. Ruiz
John H. Ruiz

MSP PRINCIPALS:

John H. Ruiz

By: /s/ John H. Ruiz
John H. Ruiz

Frank Quesada

By: /s/ Frank Quesada
Frank Quesada

MSP RECOVERY:

MSP Recovery, LLC

By: /s/ Sandra Rodriguez
Name: Sandra Rodriguez
Title: Manager

VRM:

Virage Recovery Master LP
By: Virage Recovery LLC, its general partner

By: /s/ Edward Ondara
Name: Edward Ondarza
Title: Manager

Schedule 1

Telephone Number(s) and authorized signature(s)
for
Person(s) Designated to give Escrow Transfer Instructions

Party	Representative	Telephone No.	Signature
Parent	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
Purchaser	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
MSP Recovery	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
VRM	Edward Ondarza	(713) 840 7700	N/A (signatory to Agreement)
Ruiz	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
Quesada	Frank C. Quesada	(305) 614-2222	N/A (signatory to Agreement)

Schedule 2

Compensation and Reimbursement

None.

Schedule 3

Escrow Share Allocations

Frank C. Quesada	14,783,307
Quesada Group Holdings LLC	4,716,692
Jocral Family LLLP	34,494,384
John H. Ruiz	0
Ruiz Group Holdings Limited, LLC	11,005,617
John H. Ruiz, II	0

Exhibit A

JOINT DIRECTION

TO: Continental Stock Transfer and Trust Company
as Escrow Agent
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615

Attn: [●]

This certificate is issued as of the [●] day of [●], [●], pursuant to Section 3 of that certain Escrow Agreement, dated as of May 23, 2022 (the "***Escrow Agreement***"), by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), **JOHN H. RUIZ**, an individual ("***Ruiz***"), **FRANK C. QUESADA**, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***"), and **MSP RECOVERY, LLC**, a Florida limited liability company ("***MSP Recovery***"), **VIRAGE RECOVERY MASTER LP**, a Delaware limited partnership ("***VRM***", and together with Parent, Purchaser, the MSP Principals and MSP Recovery, the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation (the "***Escrow Agent***"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Escrow Agreement.

The Parties hereby jointly instruct the Escrow Agent to release from the Escrow Fund, and instruct [●], Parent's and Purchaser's transfer agent, to transfer and deliver to the persons identified below, the number of Up-C Units in respect of such person as set forth below.

Party	**Number of Up-C Units to be Delivered by Transfer Agent**
John H. Ruiz	
Frank C. Quesada	
MSP Recovery, Inc.	

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

PURCHASER:

LIONHEART II HOLDINGS, LLC

By: _____
Name: _____
Title: _____

MSP PRINCIPALS:

JOHN H. RUIZ

By: _____
Name: _____
Title: _____

FRANK C. QUESADA

By: _____
Name: _____
Title: _____

PARENT:

MSP RECOVERY, INC.

By: _____
Name: _____
Title: _____

MSP RECOVERY:

MSP RECOVERY LLC

By: _____
Name: _____
Title: _____

VRM:

VIRAGE RECOVERY MASTER LP

By: _____
Name: _____
Title: _____

Exhibit B

CERTIFICATE OF RELEASE ORDER

TO:

Continental Stock Transfer and Trust Company
as Escrow Agent
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615

Attn: [●]

Pursuant to, and in accordance with, Section 3 of that certain Escrow Agreement, dated as of [●], 2022 (the "***Escrow Agreement***"), by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), **JOHN H. RUIZ**, an individual ("***Ruiz***"), **FRANK C. QUESADA**, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***"), and **MSP RECOVERY, LLC**, a Florida limited liability company ("***MSP Recovery***"), **VIRAGE RECOVERY MASTER LP**, a Delaware limited partnership ("***VRM***", and together with Parent, Purchaser, the MSP Principals and MSP Recovery, the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation (the "***Escrow Agent***"), the undersigned hereby certifies to the Escrow Agent that:

1. attached is a Release Order pursuant to which the Escrow Agent is authorized to promptly release [●] Up-C Units from the Escrow Fund to [*name of applicable recipient*] to [*insert wire instructions/security remittance instructions*] and the Escrow Agent is instructed to comply with such Release Order [and to instruct [●], Purchaser's transfer agent, to transfer and deliver such Up-C Units on its books];

2. the Release Order is final and from a court of competent jurisdiction;

3. the Escrow Agent shall be entitled to conclusively rely on the attached Release Order without further investigation; and

Capitalized terms not defined herein shall have the meanings ascribed to them in the Escrow Agreement.

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

LIONHEART II HOLDINGS, LLC

By: _____
Name: _____
Title: _____

JOHN H. RUIZ

By: _____
Name: _____
Title: _____

FRANK C. QUESADA

By: _____
Name: _____
Title: _____

MSP RECOVERY, INC.

By: _____
Name: _____
Title: _____

MSP RECOVERY LLC

By: _____
Name: _____
Title: _____

VIRAGE RECOVERY MASTER LP

By: _____
Name: _____
Title: _____

Exhibit 99.13

Execution Version

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "***Agreement***") is made and entered into as of May 23, 2022, by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), John H. Ruiz, an individual ("***Ruiz***"), Frank C. Quesada, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***" and each, an "***MSP Principal***") (Parent, Purchaser, Ruiz and Quesada sometimes referred to individually as a "***Party***" and collectively as the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation ("***Escrow Agent***"). Capitalized terms used herein and not otherwise defined shall have the meaning given to such term in the LLCA.

RECITALS

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement, dated as of July 11, 2021 (as amended by that certain amendment dated November 9, 2021, that certain amendment dated December 22, 2021 and that certain amendment dated March 11, 2022, and as may be further amended from time to time, the "***MIPA***"), by and among Parent, Purchaser, the MSP Purchased Companies, the MSP Members, and the MSP Members' Representative, on May 10, 2022, Parent declared a dividend of 1,029,000,000 warrants to purchase one (1) share of Class A Common Stock for an exercise price of $11.50 per share (the "***New Warrants***"), in each case substantially on the terms set forth in that certain Warrant Agreement, dated as of the date hereof, by and between Parent and Escrow Agent (the "***New Warrant Agreement***"), payable to the holders of record of Class A Common Stock immediately following the closing of the transactions contemplated by the MIPA and the completion of the redemption of all shares of Class A Common Stock whose holders exercised redemption rights in respect of such shares in connection with the transactions contemplated by the MIPA (the "***Redemption***"), who have not waived their right to receive such distribution, *pro rata* in accordance with their interests;

WHEREAS, pursuant to that certain First Amended and Restated Limited Liability Company Agreement of the Purchaser (the "***LLCA***"), dated as of the date hereof, by and among Parent, the Purchaser and the Members, (i) Parent shall repurchase from the MSP Principals the Repurchased Equity Interests and (ii) the MSP Principals are required at all times to maintain, in a securities or brokerage account over which the Purchaser or Parent has control rights, the maximum number of Class B Paired Interests ("***Up-C Units***") or shares of Class A Common Stock (or any stock or other securities or property (including cash) received in addition or in lieu thereof pursuant to the terms of the LLCA) as shall be required to be repurchased upon the exercise of all then-outstanding New Warrants;

WHEREAS, in connection with the MIPA, the New Warrant Agreement and the LLCA (collectively, the "***Underlying Agreements***"), the MSP Principals desire to deliver the Escrow Consideration (as defined below) into the Escrow Fund (as defined below) to be held in escrow and disbursed in accordance with the Underlying Agreements and this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment.

(a) The Parties hereby appoint and designate the Escrow Agent as their escrow agent to acquire and maintain possession of the Escrow Consideration and to act as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to assume and perform its duties and obligations pursuant to the terms and conditions set forth herein. The Escrow Agent shall hold the Escrow Consideration in accordance with, and shall not disburse or release any of the Escrow Consideration except in accordance with, the terms and conditions set forth in this Agreement.

(b) The Escrow Agent shall have no duties or obligations with respect to the Underlying Agreements that are not set forth in this Agreement.

2. Escrow Consideration.

(a) On the date hereof, in accordance with the terms of the Underlying Agreements, the MSP Principals agree to deposit with the Escrow Agent, from the Equity Consideration issuable to the MSP Principals or their respective controlled affiliates (in their respective capacity as Members) under the MIPA, an aggregate of 1,029,000,000 Up-C Units (valued at $10.00 per unit) (the "***Escrow Consideration***"). The Escrow Agent shall hold the Escrow Consideration as a book-entry position registered in the name of "Continental Stock Transfer & Trust Company as Escrow Agent for the benefit of MSP Recovery, Inc." The Escrow Agent agrees to keep the Escrow Consideration separate from all other property held by the Escrow Agent and to identify the Escrow Consideration as being held in connection with this Agreement (the "***Escrow Fund***"). The Escrow Agent shall acknowledge in writing to the Parties receipt of evidence of book-entry registration of the Escrow Consideration from Parent's transfer agent.

(b) Any dividends, interest payments, or other distributions of any kind made in respect of the Escrow Consideration shall be delivered promptly to the Escrow Agent to be deposited and held in a non-interest bearing bank account, insured up to the applicable limits by the Federal Deposit Insurance Corporation, and maintained by the Escrow Agent in the name of "Continental Stock Transfer & Trust Company as Escrow Agent for the benefit of MSP Recovery, Inc." and shall be deemed part of the Escrow Consideration.

(c) If the underlying shares or units comprising the Up-C Units shall have been changed into a materially different number of units or a different class of stock by reason of any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or any similar event shall have occurred, the underlying shares or units comprising the Up-C Units comprising the Escrow Consideration, while such units are held in the Escrow Fund, shall be automatically adjusted to reflect fully the effect of any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or similar event. The Parties agree, for the benefit of Parent and the Escrow Agent, except as otherwise set forth in this Agreement, that any additional shares or units comprising the Escrow Consideration (or other units or shares of capital stock of Parent or Purchaser or their Subsidiaries) and any cash, property or other assets that may be issued on or distributable with respect to such Up-C Units (including any securities convertible into or exchangeable for capital stock of Parent, Purchaser or their Subsidiaries) or that result from any reorganization, reclassification, recapitalization, stock split, split up, reverse stock split, combination or exchange of shares, or any similar event, including in connection with any dividend or distribution or any merger, consolidation, acquisition of property or securities, liquidation or other event involving Parent or Purchaser, shall not be distributed or issued to the MSP Principals as the beneficial owners of the Escrow Consideration but shall be deposited in the Escrow Fund, shall become part of the Escrow Consideration and shall remain subject to the terms of this Agreement.

(d) The Parties and the Escrow Agent agree that the Escrow Consideration shall (i) not be subject to set off by the Escrow Agent or any of its affiliates, (ii) not be subject to any attachment, mortgage, lien, pledge, charge, hypothecation, right of third person, assessment, security interest or encumbrance of any kind, whether consensual, statutory, or otherwise, any conditional sale or voting agreement or proxy, including any agreement to give any of the foregoing, any trustee process or any other judicial process of any creditor of any Party or the Escrow Agent (a "***Lien***"), other than Liens arising pursuant to applicable securities laws, and (iii) be held and disbursed solely for the purposes and in accordance with the terms of this Agreement, except as otherwise provided in Section 11 below. Further, the Parties and the Escrow Agent acknowledge and agree that no Escrow Consideration, or any portion thereof or beneficial interest therein may be pledged, subjected to any Lien, sold, assigned or transferred by an MSP Principal or be subject to attachment or taken or attached in any other legal or equitable process in satisfaction of any debt or liability of an MSP Principal prior to the distribution to such MSP Principal of such Escrow Consideration in accordance with this Agreement.

(e) During the time that the Escrow Consideration is held by the Escrow Agent pursuant to this Agreement, the MSP Principals and their respective controlled affiliates shall be entitled to vote the shares of Class V Common Stock, par value $0.0001 per share, of Parent ("***Class V Common Stock***") constituting the Up-C Units (in accordance with Schedule 3 hereto (each such proportion, an "***Escrow Share Allocation***")) on any matters to come before the stockholders of Parent; provided that until released to the MSP Principals or their respective controlled affiliates, the MSP Principals or their respective controlled affiliates shall have no right to possession of, or to sell, assign, pledge, hypothecate or otherwise transfer or dispose of any Up-C Units or other securities in the Escrow Fund or any interest therein. In order to vote its shares, each MSP Principal or its controlled affiliate shall (in accordance with such MSP Principal's Escrow Share Allocation) direct the Escrow Agent to, and the Escrow Agent

shall, vote or cause to be voted such shares of Class V Common Stock in accordance with such written direction. In the absence of any directions from the applicable MSP Principal or its controlled affiliate, the Escrow Agent shall not vote any of the shares of Class V Common Stock held in the Escrow Fund attributable to such MSP Principal or its controlled affiliate.

(f) No fractional shares shall be released and delivered from the Escrow Fund and all fractional shares shall be rounded to the nearest whole share.

(g) This Agreement (except for the provisions of Section 8 hereto), the duties of the Escrow Agent and the bank accounts shall automatically terminate and shall have no further force or effect upon the first to occur of (i) the distribution in full by the Escrow Agent of all of the Escrow Consideration in accordance with this Agreement, or (ii) the delivery to the Escrow Agent of a written notice of termination executed jointly by the Parties and the release by the Escrow Agent of all of the Escrow Consideration.

3. Disposition and Termination.

(a) As promptly as practicable, and in any event within two (2) Business Days, following the date on which the Escrow Agent receives (i) a joint written instruction made by the Parties, substantially in the form attached hereto as Exhibit A, signed by the authorized representatives identified on Schedule 1 (a "***Joint Direction***"), or (ii) a final non-appealable order of any court or arbitrator of competent jurisdiction that may be issued ordering the Escrow Agent to distribute all or any portion of the Escrow Consideration or determining the rights of the Parties or any other person with respect to the Escrow Consideration, together with (A) a certificate, substantially in the form attached hereto as Exhibit B, signed by the authorized representative identified on Schedule 1 of the prevailing Party (as between Parent and an MSP Principal) to the effect that such judgment is final and non-appealable and from a court or arbitrator of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing Party (a "***Release Order***"), the Escrow Agent shall release from the Escrow Fund and instruct Parent's and Purchaser's transfer agent to transfer and deliver the applicable number of Up-C Units (and other securities) in book-entry form in the amounts and to the Persons identified in such Joint Direction (which shall correspond to each MSP Principal's Escrow Share Allocation) or Release Order.

(b) Upon the release and delivery of all the Escrow Consideration by the Escrow Agent in accordance with the terms of this Agreement and such written instructions, this Agreement shall terminate, subject to the provisions of Section 6.

4. Escrow Agent.

(a) The Escrow Agent hereby agrees and covenants with the Parties that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Consideration to anyone, except pursuant to the express terms of this Agreement or as otherwise required by applicable law. The Escrow Agent hereby undertakes to perform only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied, other than the implied duty of good faith and fair dealing. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement (other than this Agreement), instrument or document between the Parties and any other person or entity, in connection herewith, if any, including without limitation the Underlying Agreements nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligation of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement.

(b) In the event of any conflict between the terms and provisions of this Agreement, those of the Underlying Agreements, any schedule or exhibit attached to this Agreement, or any other agreement between the Parties or any other person or entity, the terms and conditions of this Agreement shall control.

(c) The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the Parties without inquiry and without requiring substantiating evidence of

any kind. The Escrow Agent shall not be liable to any beneficiary or other person for refraining from acting upon any instruction setting forth, claiming, containing, objecting to, or related to the transfer or distribution of the Escrow Consideration, or any portion thereof, unless such instruction shall have been delivered to the Escrow Agent in accordance with Section 9 below and the Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder and as set forth in Section 10. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder.

(d) The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to a Party or its beneficiaries. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

(e) The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to a Party or its beneficiaries. In the event that the Escrow Agent shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all the property held in escrow until it shall be given a Joint Direction from the Parties which eliminates such ambiguity or uncertainty to the satisfaction of the Escrow Agent or by a final and non-appealable order or judgement of a court of competent jurisdiction.

5. Succession.

(a) The Parties, acting jointly, may remove the Escrow Agent at any time, with or without cause, by giving to the Escrow Agent fifteen (15) calendar days' advance notice in writing of such removal signed by the authorized representatives identified on Schedule 1. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect, provided that such resignation shall not take effect until a successor Escrow Agent has been appointed in accordance with this Section 5. If the Parties have failed to appoint a mutually acceptable successor Escrow Agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Escrow Consideration (without any obligation to reinvest the same) and to deliver the same to a designated substitute Escrow Agent, if any, or in accordance with the directions of a final order or judgement of a court of competent jurisdiction, at which time of delivery the Escrow Agent's obligations hereunder shall ease and terminate, subject to the provisions of Section 7 below. In accordance with Section 7 below, the Escrow Agent shall have the right to withhold, as security, an amount of shares equal to any dollar amount due and owing to the Escrow Agent in connection with this Agreement, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of this Agreement.

(b) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.

6. Compensation and Reimbursement.

The Escrow Agent shall be entitled to compensation for its services under this Agreement as Escrow Agent and for reimbursement for its reasonable out-of-pocket costs and expenses, in the amounts and payable by Purchaser as set forth on Schedule 2. The Escrow Agent shall also be entitled to payments of any amounts to which the Escrow Agent is entitled under the indemnification provisions contained herein as set forth in Section 7. The obligations of Purchaser set forth in this Section 6 shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

7. Indemnity.

(a) The Escrow Agent shall be indemnified and held harmless by the Parties from and against any expenses, including counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim which in any way, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, other than expenses or losses arising from the gross negligence or willful misconduct of the Escrow Agent. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall notify the Parties in writing. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the Nature of Interpleader in any state of federal court located in the State of New York.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and in the exercise of its own best judgement, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent.

(c) The Escrow Agent shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and indemnification, for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

(d) This Section 7 shall survive termination of this Agreement or the resignation, replacement or removal of the Escrow Agent for any reason.

8. Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting.

(a) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("***USA PATRIOT Act***") requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agents' identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the identity of the Parties including without limitation name, address and organizational documents ("***identifying information***"). The Parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.

(b) The Parties agree that any amounts described in Section 2(b) shall be allocated to Parent for U.S. federal and applicable state and local income tax purposes and shall be reported by the Escrow Agent to Parent and to the Internal Revenue Service ("***IRS***"), or any other taxing authority as required by law, on IRS Form 1099 (or other appropriate form) as income earned by Parent for such taxable year, whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities. The Parties agree that the Escrow Agent shall not have any other contractual obligation to file or prepare any tax returns or to prepare any other reports for any taxing authorities concerning the matters covered by this Agreement, except as required by applicable law. Notwithstanding the foregoing, such underlying transaction does not constitute an installment sale requiring any tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.

9. Notices.

(a) All communications hereunder shall be in writing and, except for communications setting forth, claiming, containing, objecting to, or in any way related to the full or partial transfer or distribution of the Escrow Consideration, including but not limited to transfer instructions (all of which shall be specifically governed by Section 10 below), all notices and communications hereunder shall be deemed to have been duly given and made if in writing and if (i) served by personal delivery upon the party for whom it is intended, (ii) delivered by registered or certified mail, return receipt requested, or by Federal Express or similar overnight courier, or (iii) sent by facsimile or email, electronically or otherwise, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to the Escrow Agent:

Continental Stock Transfer and Trust Company
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615
Attention:_____
Email:_____

if to Parent or Purchaser, to:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: generalcounsel@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello
Amanda Fenster
Email: michael.aiello@weil.com
amanda.fenster@weil.com

if to the MSP Principals:

2701 Le Jeune Road, Floor 10
Coral Gables, Florida 33134
Attn: General Counsel
Email: jruiz@msprecovery.com; fquesada@msprecovery.com

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Michael J. Aiello
Amanda Fenster
Email: michael.aiello@weil.com
amanda.fenster@weil.com

(b) Notwithstanding the above, in the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such offer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. For purposes of this Agreement, "***Business Day***" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

10. Security Procedures.

(a) Notwithstanding anything to the contrary as set forth in Section 9, any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer distribution, including but not limited to any transfer instructions that may otherwise be set forth in a Joint Direction permitted pursuant to Section 3 of this Agreement, may be given to the Escrow Agent only by confirmed facsimile or other electronic transmission (including e-mail) and no instruction for or related to the transfer or distribution of the Escrow Consideration, or any portion thereof, shall be deemed delivered and effective unless the Escrow Agent actually shall have received such instruction by facsimile or other electronic transmission (including e-mail) at the number or e-mail address for the Escrow Agent set forth in Section 9 and as further evidenced by a confirmed transmittal to that number.

(b) In the event transfer instructions are so received by the Escrow Agent by facsimile or other electronic transmission (including e-mail), the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified on Schedule 1, the Escrow Agent is hereby authorized both to receive written instructions from and seek confirmation of such instructions by officers of Parent and Purchaser (collectively, the "***Senior Officers***"), as the case may be, which shall include the titles of Chief Executive Officer, General Counsel, Chief Financial Officer, President of Executive Vice President, as the Escrow Agent may select. Such Senior Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer.

(c) The Parties acknowledge that the Escrow Agent is authorized to deliver the Escrow Consideration to the custodian account of recipient designated by Parent in writing.

11. Compliance with Court Officers. In the event that any portion of the Escrow Consideration shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgement of decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or whether with or without jurisdiction, and in the event that the Escrow Agent reasonably obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

12. Miscellaneous

(a) Except for changes to transfer instructions as provided in Section 10, the provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by the Escrow Agent and the Parties. The Parties may assign any right or interest hereunder, but not any obligation, to the same extent they are permitted to assign their rights and interests under the Underlying Agreements. No assignment of the interest of a Party shall be binding on the Escrow Agent unless and until written notice of such assignment is filed with and acknowledged in writing by the Escrow Agent. To comply with federal law including USA Patriot Act requirements, assignees shall provide to the Escrow Agent the appropriate form W-9 or W-8 (as applicable) and such other forms and documentation that Escrow Agent may request to verify identification and authorization to act.

(b) This Agreement shall be governed by and construed under the laws of the State of New York. Each of the Parties and the Escrow Agent irrevocably waives any objection on the grounds of venue, *forum non-conveniens* or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of any state or federal court located in the State of New York. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgement), or other legal process, such party shall not claim, and it hereby irrevocably waives, such immunity. Each of the Parties and the Escrow Agent further hereby waives any right to a trial by jury with respect to any lawsuit or judicial proceedings arising or relating to this Agreement.

(c) No Party is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or other electronic transmission (including e-mail), and such facsimile or other electronic transmission (including e-mail) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(e) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(f) A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

(g) The parties represent, warrant and covenant that each document, notice, instruction or request provided by such arty to the other party shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

(h) Except as expressly provided in Section 7 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or the Escrow Consideration escrowed hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ESCROW AGENT:

Continental Stock Transfer & Trust Company

By: /s/ Henry Farrell
Name: Henry Farrell
Title: Vice President

PARENT:

Lionheart Acquisition Corporation II

By: /s/ Ophir Sternberg
Name: Ophir Sternberg
Title: Chairman and CEO

MSP Recovery, Inc.

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Chief Executive Officer

PURCHASER:

Lionheart II Holdings, LLC

By: Lionheart Acquisition Corporation II
Its: Sole Member

By: /s/ Ophir Sternberg
Name: Ophir Sternberg
Title: Chairman and CEO

Lionheart II Holdings, LLC

By: /s/ John H. Ruiz
Name: John H. Ruiz
Title: Chief Executive Officer

MSP PRINCIPALS:

John H. Ruiz

By: /s/ John H. Ruiz
John H. Ruiz

Frank C. Quesada

By: /s/ Frank C. Quesada
Frank C. Quesada

[*Signature Page to Share Escrow Agreement*]

Schedule 1

Telephone Number(s) and authorized signature(s)
for
Person(s) Designated to give Escrow Transfer Instructions

Party	Representative	Telephone No.	Signature
Parent	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
Purchaser	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
Ruiz	John H. Ruiz	(305) 614-2222	N/A (signatory to Agreement)
Quesada	Frank C. Quesada	(305) 614-2222	N/A (signatory to Agreement)

Schedule 2
Compensation and Reimbursement

None.

Schedule 3

Escrow Share Allocations

Frank C. Quesada	234,031,119
Quesada Group Holdings LLC	74,668,865
Jocral Family LLLP	546,072,628
John H. Ruiz	0
Ruiz Group Holdings Limited, LLC	174,227,388
John H. Ruiz, II	0

Exhibit A

JOINT DIRECTION

TO: Continental Stock Transfer and Trust Company
as Escrow Agent
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615

Attn: [●]

This certificate is issued as of the [●] day of [●], [●], pursuant to Section 3 of that certain Escrow Agreement, dated as of May 23, 2022 (the "***Escrow Agreement***"), by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), John H. Ruiz, an individual ("***Ruiz***"), Frank C. Quesada, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***" and each, an "***MSP Principal***") (Parent, Purchaser, Ruiz and Quesada sometimes referred to individually as a "***Party***" and collectively as the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation (the "***Escrow Agent***"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Escrow Agreement.

The Parties hereby jointly instruct the Escrow Agent to release from the Escrow Fund, and instruct [●], Parent's and Purchaser's transfer agent, to transfer and deliver to Parent [●] Up-C Units.

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

PURCHASER:

LIONHEART II HOLDINGS, LLC

By: _____
Name: _____
Title: _____

MSP PRINCIPALS:

JOHN H. RUIZ

By: _____
Name: John H. Ruiz

FRANK C. QUESADA

By: _____
Name: Frank C. Quesada

PARENT:

MSP RECOVERY, INC.

By: _____
Name: _____
Title: _____

Exhibit B

CERTIFICATE OF RELEASE ORDER

TO:

Continental Stock Transfer and Trust Company
as Escrow Agent
One State Street — 30th Floor
New York, New York 10004
Facsimile No: (212) 616-7615

Attn: [●]

Pursuant to, and in accordance with, Section 3 of that certain Escrow Agreement, dated as of May 23, 2022 (the "***Escrow Agreement***"), by and among **MSP RECOVERY, INC.**, a Delaware corporation formerly known as "Lionheart Acquisition Corporation II" ("***Parent***"), **LIONHEART II HOLDINGS, LLC**, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "***Purchaser***"), John H. Ruiz, an individual ("***Ruiz***"), Frank C. Quesada, an individual ("***Quesada***" and, together with Ruiz, the "***MSP Principals***" and each, an "***MSP Principal***") (Parent, Purchaser, Ruiz and Quesada sometimes referred to individually as a "***Party***" and collectively as the "***Parties***") and **CONTINENTAL STOCK TRANSFER & TRUST COMPANY**, a New York corporation (the "***Escrow Agent***"), the undersigned hereby certifies to the Escrow Agent and [the MSP Principals]/[Parent/Purchaser] that:

1. attached is a Release Order pursuant to which the Escrow Agent is authorized to promptly release [●] Up-C Units from the Escrow Fund to [*name of applicable recipient*] to [*insert wire instructions/security remittance instructions*] and the Escrow Agent is instructed to comply with such Release Order [and to instruct [●], Purchaser's transfer agent, to transfer and deliver such Up-C Units on its books];

2. the Release Order is final and from a court of competent jurisdiction;

3. the Escrow Agent shall be entitled to conclusively rely on the attached Release Order without further investigation; and

4. [The MSP Principals]/[Parent/Purchaser] [are/is] delivering a copy of this Certificate of Release Order simultaneously to [the MSP Principals]/[Parent/Purchaser].

Capitalized terms not defined herein shall have the meanings ascribed to them in the Escrow Agreement.

Dated:

[MSP PRINCIPALS]:
[●]

By: _____
Name: _____
Title: _____

[PARENT/PURCHASER]:
[●]

By: _____
Name: _____
Title: _____