

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 1, 2022

LM FUNDING AMERICA, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37605
(Commission File Number)

47-3844457
(IRS Employer
Identification No.)

1200 West Platt Street, Suite 1000
Tampa, Florida 33606
(Address of principal executive offices, including zip code)

(813) 222-8996
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading symbol	Name of each exchange on which registered
Common Stock par value \$0.001 per share	LMFA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). Emerging growth company

If an emerging growth company, indicate by check mark if registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into Material Definitive Agreement.

On February 1, 2022, LM Funding America, Inc. (the “Company”) consented to the assignment by the law firm of Business Law Group, P.A. to the law firm BLG Association Law, PLLC (“BLG”) of the Services Agreement, dated April 15, 2015, previously entered into by the Company and Business Law Group, P.A. (the “Services Agreement”). The Services Agreement had set forth the terms under which Business Law Group, P.A. would act as the primary law firm used by the Company and its association clients for the servicing and collection of association accounts. The assignment of the Services Agreement was necessitated by the death of the principal attorney and owner of Business Law Group, P.A. In connection with the assignment, BLG agreed to amend the Services Agreement on February 1, 2022, to reduce the monthly compensation payable to the law firm from \$90,000 to \$50,000 (the “Amendment”). Bruce M. Rodgers, the chairman and CEO of the Company, is the owner of BLG, and the assignment and Amendment was approved by the independent directors of the Company.

The foregoing description of the Amendment is summary in nature and is qualified by reference to the full text of the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Services Agreement Amendment dated effective as of February 1, 2022, between LM Funding America, Inc. and BLG Association Law, PLLC

EX-104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

Forward-Looking Statements

This Current Report on Form 8-K may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements involve risks and uncertainty. Words such as “anticipate,” “estimate,” “expect,” “intend,” “plan,” and “project” and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements are not guarantees of future results and conditions but rather are subject to various risks and uncertainties. Such statements are based on the Company’s current expectations and are subject to a number of risks and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Investors are cautioned that there can be no assurance actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various risks and uncertainties. Investors should refer to the risks detailed from time to time in the reports the Company files with the SEC, including the Company’s Annual Report on Form 10-K for the year ended December 31, 2020, as well as other filings on Form 10-Q and periodic filings on Form 8-K, for additional factors that could cause actual results to differ materially from those stated or implied by such forward-looking statements. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, unless required by law.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

LM Funding America, Inc.

By: /s/ Richard Russell
Richard Russell
Chief Financial Officer

Dated: February 4, 2022

**AMENDMENT
TO
SERVICES AGREEMENT**

This **AMENDMENT TO SERVICES AGREEMENT** ("Amendment") is entered into as of this 1st day of February 1, 2022, by and between **LM FUNDING, LLC**, a Florida limited liability company ("LMF"), and **BLG Association Law, PLLC**, a Florida professional limited liability company ("New BLG") and successor in interest to **BUSINESS LAW GROUP, P.A.**, a Florida professional association ("Old BLG"), (collectively, the "Parties"). This Amendment amends the Agreement by and between Old BLG and LMF dated April 15, 2015, as amended ("Agreement") and assigned to New BLG on February 1, 2022.

RECITALS

WHEREAS, on February 1, 2022, Old BLG assigned all of its assets to New BLG and New BLG has assumed all of the liabilities of Old BLG;

WHEREAS, LMF has conditioned its consent to the Assignment of the Agreement upon New BLG agreeing to the amended terms and conditions contained herein;
and

WHEREAS, LMF and New BLG have agreed herein for New BLG to provide collection services to the Community Associations and in some cases to LMF, subject to the rules of professional conduct promulgated by the Florida Bar, and serve as Counsel as further defined in the Purchase Agreements (as defined herein). The legal services provided by New BLG to the Community Associations under this Agreement include assisting such clients with the collection of past due accounts from its Delinquent Unit owners;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, it is agreed that:

1. **Recitals.** The statements contained in the recitals set forth above ("Recitals") are true and correct and the Recitals by this reference are made a part of this Agreement. All defined terms not defined herein shall have the same meaning as set forth in the Agreement.
2. **Commencement.** Subject to and upon the terms and conditions set forth in this Amendment, this Amendment shall be deemed effective and relate back to February 1, 2022 ("Effective Date").
3. **Amendment.** Section 5 of the Agreement is deleted in its entirety and amended and restated as follows:

5. Charges for Legal Services:

a) LMF shall pay to New BLG an engagement fee for each month in the amount of \$53,000 which shall be earned upon receipt and non-refundable. Regardless of the operational and document preparation responsibilities, all units assigned to or originated by New BLG will have legal fees credited to New BLG. Prior to the commencement of work on a new matter, or a matter assigned to New BLG by LMF, or a matter originated by New BLG, whereby LMF is the guarantor/payor pursuant to a Purchase Agreement, and New BLG is, or may be seeking payment for its legal fees from LMF, New BLG shall advise LMF of its preferred course of action prior to the commencement of work by New BLG. At the time the course of action is determined by LMF, LMF and New BLG shall agree on the amount, type, and terms of payment for the services rendered. New BLG shall defer legal billing until such time a "Triggering Event" occurs. Triggering events are defined as the earlier of any of the following events:

- i. A collection event occurs, which relieves all potential debtors from liability, otherwise concluding the representation;
 - ii. Obtainment of title by LMF or its assigns in a lien foreclosure action;
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iii. Termination of the representation of New BLG by LMF; or

iv. Ongoing defense of a mortgage foreclosure, whereby LMF or its assigns are the unit owner.

b) Upon the occurrence of a Triggering Event wherein New BLG received no payment from the Delinquent Unit Owner, LMF shall pay to New BLG \$700. These fees are exclusive of costs as further addressed in Section 6 of this Agreement.

c) If New BLG renders legal services that are not subject to the Purchase Agreements, the Community Associations will be responsible for paying BLG for said legal services and costs not subject to such Purchase Agreement, including those incurred in connection with any work performed by BLG on matters prior to the date this Agreement was executed by the Parties.

4. **Notices.** All notices or other communications required or permitted hereunder shall be deemed to have been duly given and made if (a) in writing and served by personal delivery upon the party for whom it is intended or (b) delivered by registered mail, certified mail, courier service, or telecopier, return receipt received, to the following addresses:

BLG: If to BLG Association Law, PLLC
1200 W. Platt St., Suite 1000
Tampa, FL 33606
Attn: Jacob Bair, Esq.

LMF: If to LM Funding, LLC
1200 W. Platt St., Suite 1010
Attn: Bruce M. Rodgers, President

5. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior or contemporaneous agreement or understanding between the Parties. Unless otherwise agreed between us in writing, New BLG, LMF agree and consent to these terms. No change, amendment, supplement or modification of this Agreement shall be valid unless the same is in writing and signed by the Parties hereto.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

7. **Headings.** The section headings in this Agreement are solely for convenience of reference and shall not affect the interpretation or construction of the terms and provisions hereof.

The undersigned hereby acknowledge that the Parties have executed and entered into this Agreement as of the Effective Date first written above.

LM FUNDING, LLC

[Bruce M. Rodgers]

Bruce M. Rodgers, President

BLG ASSOCIATION LAW, PLLC

[Jacob Blair]

Jacob Bair, Manager