

JPC-26-02118-11

FILED
2/3/2026 3:48 PM
Dallas County
Justice of the Peace Pct 1-1
By: Lenita Bailey

EXHIBIT A

2/3/2026 3:48 PM

Contract ID: MC8MUMAA120623
 Addendum ID: MC8MUMAA121423C1
 Document ID: 021224MC1MUSFMB1
 Dallas County
 Justice of the Peace Pct 1-1
 By: Lenita Bailey

BILL OF SALE AND ASSIGNMENT

September 2021 Brands Fresh 180 Day Flow Lot 1

THIS BILL OF SALE AND ASSIGNMENT dated February 21, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "**Bank**") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("**Buyer**").

For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "**Master Purchase Agreement**"), and that certain Addendum No. 1 dated December 14, 2023 between Bank and Buyer (the "**Addendum**," together with the Master Purchase Agreement, the "**Agreement**"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.


Citibank, N.A.

DocuSigned by:
 By: 
 A97/C01913B146E
 (Signature)

Name: Michelle Bingle

Title: Authorized Party

Midland Credit Management, Inc.

DocuSigned by:
 By: 
 08AF7C7200C5460
 (Signature)

Name: Danielle wohlfehr

Title: MVP, BD & Strategic Partnerships

Contract ID: MC8MUMAA120623

Addendum ID: MC8MUMAA121423C1

Document ID: 021224MC1MU3FM

Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot1-0224 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 1	021224MC1MU3FM			2/12/2024	

2/3/2026 3:48 PM

Contract ID: MC8MUMAA12143C1
 Addendum ID: MC8MUMAA12143C1
 Document ID: 021224MC1MU3FMGI
 Dallas County
 Justice of the Peace Pct 1-1
 By: Lenita Bailey

AFFIDAVIT OF SALE OF ACCOUNTS

State of Kentucky
County of Boone


Michelle Bingle, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about February 21, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 1 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this 27 day of February, 2024.


 Signature

Michelle Bingle


Name

STATE OF KENTUCKY)

) ss.

COUNTY OF BOONE)

Subscribed and sworn to before me by Michelle Bingle this 27 day of Feb, 2024.

 [Seal]
 Notary Public

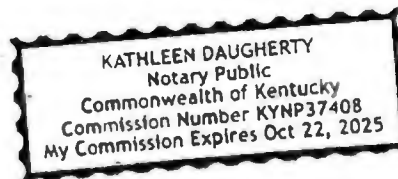
October 22, 2025

My commission expires: _____

Personally known ☒ OR

Produced identification _____

Type of identification produced: N/A

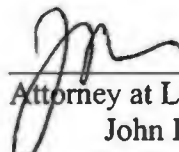


CERTIFICATE OF CONFORMITY

STATE OF KENTUCKY
COUNTY OF BOONE

I, John Erin McCabe, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 27th day of February, 2024.



Attorney at Law
John Erin McCabe
Kentucky Bar #92923

Field	Field Data
Account Number	[REDACTED] 4516
First Name	CHARTAVIA
Last Name	BLANTON
SSN	XXX-XX-5413
Date of Birth	[REDACTED]
Address 1	1350 PRAIRIE DR
City	LANCASTER
State	TX
Zip	75146
Open Date	02/16/2023
Last Purchase Date	04/28/2023
Last Payment Date	05/08/2023
Last Payment Amount	\$70.00
Sale Amount	\$4,905.00
Charge Off Date	01/04/2024
Charge off Balance	\$4,905.00
Post Charge Off Interest	\$0.00
Post Charge off Fee	\$0.00
Post Charge off Payments	\$0.00
Post Charge off Payments and Credits	\$0.00
Post Charge off Credits	\$0.00
Affinity	SIMPLICITY
Alternate Account #1	[REDACTED] 2300

Account information provided by Citibank, N.A. pursuant to the Bill of Sale/Assignment of Accounts transferred on or about 02/21/2024 in connection with the sale of accounts from Citibank, N.A. to Midland Credit Management, Inc.

Midland-Brands-Fresh-Flow-Lot1-0224
021224MC1MU3FM

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

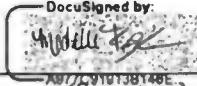
September 2021 Brands Fresh 180 Day Flow Lot 1

THIS BILL OF SALE AND ASSIGNMENT dated February 21, 2024, is by Citibank, N.A., a national banking association organized under the laws of the United States, located at 5800 South Corporate Place, Sioux Falls, SD 57108 (the "**Bank**") to Midland Credit Management, Inc., a corporation organized under the laws of the State of Kansas, with its headquarters/principal place of business at 350 Camino De La Reina, Suite 100, San Diego, CA 92108 ("**Buyer**").

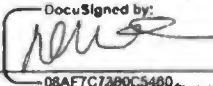
For value received and subject to the terms and conditions of the Master Purchase and Sale Agreement dated December 6, 2023 between Buyer and the Bank (the "**Master Purchase Agreement**"), and that certain Addendum No. 1 dated December 14, 2023 between Bank and Buyer (the "**Addendum**," together with the Master Purchase Agreement, the "**Agreement**"), the Bank does hereby transfer, sell, assign, convey, grant, bargain, set over and deliver to Buyer, and to Buyer's successors and assigns, the Accounts summarized on the Asset Schedule attached hereto as Exhibit A and the Final Electronic File. Capitalized terms not defined herein shall have the definition ascribed in the Agreement.

With respect to information for the Accounts summarized on the Asset Schedule and included in the Final Electronic File, the Bank represents and warrants to Buyer that (i) the Account information constitutes the Bank's own business records and accurately reflects in all material respects the information in the Bank's database; (ii) the Account information was kept in the regular course of business; (iii) the Account information was made at or near the time by, or from information transmitted by, a person with knowledge of the data entered into and maintained in the Account's database; and (iv) it is the regular practice of the Bank's business to maintain and compile such data.

Citibank, N.A.

By:  (Signature)
038D7EFF-B254-48BF-979B-4AE2930A13E1

Name: Michelle BingleTitle: Authorized Party**Midland Credit Management, Inc.**

By:  (Signature)
08AFTC7280C5480

Name: Danielle wohlfahrtTitle: MVP, BD & Strategic Partnerships

Exhibit A to Bill of Sale

The individual Accounts transferred are described in the Final Electronic File named Midland-Brands-Fresh-Flow-Lot1-0224 and delivered by the Bank to Buyer, the same deemed attached hereto by this reference.

Lot	Sale ID	# of Accounts	Sale Balance	Cut-Off Date	Purchase Price Percentage
Brands Fresh Flow Lot 1	021224MC1MU3FM			2/12/2024	

AFFIDAVIT OF SALE OF ACCOUNTS**State of Kentucky****County of Boone**

Michelle Bingle, being duly sworn, deposes and says:

I am an authorized employee of Citibank, N.A. ("CBNA") located at 5800 South Corporate Place, Sioux Falls, SD 57108, am authorized to make the statements and representations herein and I am over 18 years of age. In this position, I have access to the creditor's books and records and am aware of the process of the sale of accounts and electronic storage of business records.

On or about February 21, 2024, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated December 6, 2023, Bill of Sale, and Addendum No. 1 dated December 14, 2023 to Midland Credit Management, Inc. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

I am not aware of any errors in the information provided about the Accounts. The above statements are true to the best of my knowledge.

Signed this 27 day of February, 2024.

Signature

Michelle Bingle

Name

STATE OF KENTUCKY)

) ss.

COUNTY OF BOONE)

Subscribed and sworn to before me by Michelle Bingle this 27 day of Feb, 2024.

Kathleen Daugherty [Seal]
Notary Public

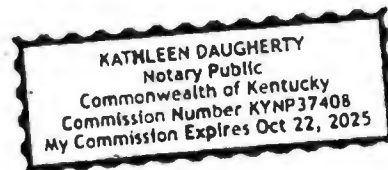
October 22, 2025

My commission expires: _____

Personally known ☒ OR

Produced identification _____

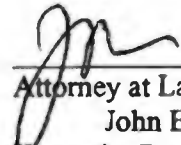
Type of identification produced: N/A



CERTIFICATE OF CONFORMITY**STATE OF KENTUCKY
COUNTY OF BOONE**

I, John Erin McCabe, an attorney-at-law of the State of Kentucky who is licensed to practice law in the State of Kentucky and is fully acquainted with the laws of the State of Kentucky pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity pursuant to Section 299-a of the Real Property Law of the State of New York and hereby certify that the acknowledgement or proof upon the foregoing document was taken by Kathleen Daugherty, a notary public in the State of Kentucky, in the manner prescribed by the laws of the State of Kentucky and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, this 27th day of February, 2024.



Attorney at Law
John Erin McCabe
Kentucky Bar #92923

Citi Simplicity® Card

citi

CHARTAVIA BLANTON

Member Since 2023 Account number ending in: 4516

Billing Period: 12/07/23-01/04/24

Billing Inquiries and Customer Service

BOX 6500 SIOUX FALLS, SD 57117

1-866-696-5673, (TTY: 711)

www.citicards.com

JANUARY STATEMENT

Minimum payment due: **\$4,905.00**
New balance as of 01/04/24: **\$4,905.00**
Payment due date: **01/04/24**

See the last page of this statement for important information about how to avoid paying interest on purchases.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 month(s)	\$4,905

For information about credit counseling services, call 1-877-337-8188.

Account Summary

Previous balance \$4,905.00
Payments -\$0.00
Credits -\$0.00
Purchases +\$0.00
Cash advances +\$0.00
Fees +\$0.00
Interest +\$0.00

New balance \$4,905.00

Credit Limit

Credit limit \$5,000
Includes \$1,500 cash advance limit

MY DEALS



Get access to a range of savings on gift cards, local offers and daily deals, all through the Citi Mobile® App or online.

For Payments, send check to: CITI CARDS, PO BOX 78045, PHOENIX, AZ, 85062-8045

Pay your bill from virtually anywhere with the Citi Mobile® App and Citi® Online



To download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due **\$4,905.00**
New balance **\$4,905.00**
Payment due date **01/04/24**

Amount enclosed:

Account number ending in 4516
Please make check payable to CITI CARDS.

000000 MC 32 A 0

CHARTAVIA BLANTON
1350 PRAIRIE DR
LANCASTER TX 75146-1164

CITI CARDS
PO BOX 78045
PHOENIX, AZ 85062-8045

15009 0490500 0490500 0007000 0 4516 0404

www.citicards.com

CHARTAVIA BLANTON

Account Summary

Trans. date	Post date	Description	Amount
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Fees charged

Total fees charged in this billing period	\$0.00
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Interest charged

Total interest charged in this billing period	\$0.00
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2024 totals year-to-date

Total fees charged in 2024	\$0.00
Total interest charged in 2024	\$0.00

Interest charge calculation

Days in billing cycle: 29

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	0.00%	\$4,905.00 (D)	\$0.00
(Introductory Rate Expires 03/01/24)			
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment was credited as of the date of receipt, but will not be reflected until your next statement.

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Citi Simplicity® Card

**CHARTAVIA BLANTON**

Member Since 2023 Account number ending in: 4516

Billing Period: 05/05/23-06/06/23

Billing Inquiries and Customer Service

BOX 6500 SIOUX FALLS, SD 57117

1-866-696-5673, (TTY: 711)

www.citicards.com**JUNE STATEMENT****Minimum payment due:** \$49.00**New balance as of 06/06/23:** \$4,905.00**Payment due date:** 07/02/23

See the last page of this statement for important information about how to avoid paying interest on purchases.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	22 year(s)	\$14,305
\$170	3 year(s)	\$6,120 (Savings=\$8,185)

For information about credit counseling services, call 1-877-337-8187.

Account Summary

Previous balance	\$4,975.00
Payments	-\$70.00
Credits	-\$0.00
Purchases	+\$0.00
Cash advances	+\$0.00
Fees	+\$0.00
Interest	+\$0.00
New balance	\$4,905.00

Credit Limit

Credit limit	\$5,000
Includes \$1,500 cash advance limit	
Available credit	\$95
Includes \$95 available for cash advances	

For Payments, send check to: CITI CARDS, PO BOX 78045, PHOENIX, AZ, 85062-8045

Pay your bill from virtually anywhere
with the Citi Mobile® App and Citi® OnlineTo download:
Text 'App15' to MyCiti (692484)
or go to your device's app store.
Or visit www.citicards.com

Minimum payment due	\$49.00
New balance	\$4,905.00
Payment due date	07/02/23

Amount enclosed:Account number ending in 4516
Please make check payable to CITI CARDS.

000000 MC 00 A 0

CHARTAVIA BLANTON
1350 PRAIRIE DR
LANCASTER TX 75146-1164CITI CARDS
PO BOX 78045
PHOENIX, AZ 85062-8045

www.citicards.com

CHARTAVIA BLANTON

Account Summary

Trans. date	Post date	Description	Amount
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Payments, Credits and Adjustments

05/08		DEBIT CARD PAYMENT - THANK YOU	-\$70.00
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Fees charged

Total fees charged in this billing period	\$0.00
---	--------

Interest charged

Total interest charged in this billing period	\$0.00
---	--------

2023 totals year-to-date

Total fees charged in 2023	\$0.00
----------------------------	--------

Total interest charged in 2023	\$0.00
--------------------------------	--------

Interest charge calculation

Days in billing cycle: 33

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
PURCHASES			
Standard Purch	0.00%	\$4,911.36 (D)	\$0.00
(Introductory Rate Expires 03/01/24)			
ADVANCES			
Standard Adv	29.99% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

Account messages

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 06/25/2023 to allow enough time for regular mail to reach us.

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