

CAUSE NO.1242949

LVNV Funding, LLC
Plaintiff,

vs.

KILEY LINER
Defendant.

§ IN THE COUNTY COURT

§

§

§ AT LAW NO. ____

§

§

§ OF HARRIS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW LVNV Funding LLC ("Plaintiff"), a Delaware limited liability company, and for cause of action against Defendant Kiley Liner, would show unto the Court as follows:

Discovery Control Plan

1. Discovery is to be conducted under Level 1 of Rule 190 of the Texas Rules of Civil Procedure.
2. Plaintiff seeks only monetary relief of \$250,000 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs.

Nature of Case

3. Plaintiff seeks a recovery for damages for Defendant Kiley Liner's breach of contract arising from a loan agreement between Defendant and Cross River Bank. Defendant obtained the loan, but failed to repay the loan pursuant to the contract terms. Plaintiff sues herein for breach of contract and seeks a money judgment against the Defendant.

Parties

4. Plaintiff, LVNV Funding, LLC, is a Delaware limited liability company.
5. Defendant Kiley Liner is an adult individual upon whom service of citation may be had at Defendant's residence which is located at 23702 Early Maple Ct, Katy, TX 77493 or where they may be found.

Venue

6. Venue is proper in Harris County pursuant to Section 15.002(a)(2) of the Texas Civil Practice and Remedies Code because it is the county of residence for one or more of the defendants at the time the cause of action accrued.

Facts

7. Defendant entered into a loan agreement with Cross River Bank, bearing account number XXXX8674 ("Contract"). Cross River Bank lent the agreed upon sum to Defendant, but Defendant has/have failed to repay the loan pursuant to the Contract terms despite demand for payment.

8. As a result of the breach by Defendant, the Contract was charged-off on June 30, 2024. As of the date of the filing of this lawsuit, the total balance of \$41,911.64 remains owed by Defendant on the Contract.

9. Plaintiff is the true party in interest to the Contract in that it is the assignee, owner and/or beneficiary of all rights pursuant to an assignment of the Contract to Plaintiff.

10. On or about October 21, 2024, Plaintiff sent a letter to Defendant demanding payment in full of the Account (the "Demand Letter"); however, despite delivery of the Demand Letter, the Account has not been paid.

11. There continues to be owed by Defendant to Plaintiff an unpaid balance of \$41,911.64.

COUNT I - Breach of Contract

12. Paragraphs 1 through 11 are incorporated by reference.

13. Plaintiff asserts its claim for breach of contract against Defendant. Defendant entered into a loan agreement and received the benefit of the loan, but failed to repay the loan pursuant to the Contract terms. As a result of the breach, an unpaid balance of 41,911.64 remains owed under the Contract. Plaintiff has standing to assert this breach of contract claim against Defendant because it was the original party to the contract, legally affiliated with the original party to the contract or

it has been properly assigned the original party's rights to the Contract.

Conditions Precedent

14. All conditions precedent to Plaintiff's right of recovery have been fulfilled.

[Continued on Next Page]

Prayer

WHEREFORE, Plaintiff LVNV Funding LLC prays that Defendant Kiley Liner be cited to appear and answer herein, that this Court set this matter for hearing, and that upon final hearing hereof, Plaintiff have judgment against the Defendant as set forth herein:

- a. Damages in the amount of \$41,911.64,
- b. Cost of Court, and
- c. For such other relief to which Plaintiff may show itself entitled.

Respectfully submitted,

SCOTT & ASSOCIATES, P.C.,

Digitally signed by Aleshia R. Huffman
/s/ Aleshia R. Huffman DN: o=MJSPC, ou=Legal, uid=343553811
Date: 1/13/2025 2:13:38 PM

Aleshia R. Huffman

SBN 24065462

P. O. Box 115220
Carrollton, Texas 75011
Telephone: (866) 298-3155
Facsimile: (214) 234-8454
Courts@scott-pc.com
For Court Inquiries Only: (214) 234-8456

ATTORNEYS FOR PLAINTIFF

Loan Agreement

Kiley Liner

067ca24f-f8a5-4f6e-913a-ae820111eafb

Cross River Bank

Best Egg Loan Agreement and Promissory Note

The terms and conditions of this Loan Agreement and Promissory Note (this "Agreement") are a binding contract between Cross River Bank ("we," "us," or "our") and the borrower ("you" and "your"), whose name and address are listed above. The terms of this Agreement affect your rights and you should read them carefully and print a copy for your records. Your agreement to these terms means you agree to borrow and repay the money if your loan is approved under the terms of this Agreement, and agree to have any dispute with us resolved by binding arbitration to extent permitted by law.

1. Loan Terms.

- a. The principal Amount of Your Loan is: \$45,000.00
- b. The Origination Fee is: \$2,245.50
- c. The Amount Given to You Directly is: \$42,754.50
- d. The Interest Rate is: 22.46%.
- e. Your Payment Schedule is: 59 consecutive monthly payments of \$1,254.65 and one final payment of the unpaid principal balance, all unpaid interest, and all unpaid fees and charges. The first payment will be approximately one calendar month after the loan is funded. See paragraph 7. Payments, below, for more details.
- f. Your loan is unsecured.

2. Credit Reports. You hereby authorize us (and our service providers) to obtain consumer reports (also called credit reports) and related information about you from one or more consumer reporting agencies. We may also obtain additional consumer reports at any time in connection with the origination, servicing, administration, collection, or enforcement of the loan.

3. Verification of Information. We may verify any information you submit by requiring you to produce appropriate documentation or other proof, and also reserve the right to conduct such verification through third parties. You hereby authorize us to request and obtain data from any third parties to verify any information you provide to us in connection with your application. Verification of information may cause a delay in the disbursement of loan proceeds. We may terminate consideration of your application at any time in our sole discretion.

4. Loan Funding and Closing.

- **Funding.** Loan proceeds are disbursed as a deposit to your designated bank account and/or as a direct payment to the creditor(s) you designated, if any, pursuant to participating in Best Egg's Direct Pay program. You authorize us to disburse the loan proceeds by Automated Clearing House ("ACH") transfer to your designated account or on your behalf to your selected designee, including the creditor designated as set forth above.

- **Closing.** BY ELECTRONICALLY SIGNING OR AGREEING TO THIS AGREEMENT IN ANOTHER WAY, YOU ARE COMMITTING TO OBTAIN A LOAN FROM US IN THE AMOUNT AND ON THE TERMS SET FORTH IN THIS AGREEMENT. YOU GENERALLY HAVE NO RIGHT TO RESCIND THE LOAN ONCE MADE BUT YOU MAY PREPAY THE LOAN AT ANY TIME WITHOUT PENALTY. WE HAVE NOT AGREED TO MAKE A LOAN TO YOU UNLESS AND UNTIL WE INFORM YOU THAT WE HAVE APPROVED YOUR LOAN APPLICATION.

5. Promise to Pay. You promise to pay to us the Amount of Your Loan set forth in paragraph 1, above, together with interest and fees as provided in this Agreement.

6. Interest. You agree to pay interest on the unpaid principal balance of the Amount of Your Loan from the date the loan proceeds are disbursed until the loan is paid in full, at the fixed annual Loan Interest Rate set forth in paragraph 1, above. Interest is calculated on a daily basis, on the unpaid principal balance, at the interest rate, and for the number of days that balance was unpaid. This is a simple interest obligation, and interest is not charged on unpaid interest. The Total Payments and amount of the Finance Charge set forth in the Truth in Lending Disclosure Statement assume that each payment is made on its due date. Late payments will result in more interest (and fees as set out in paragraph 12); early payments will result in less interest.

7. Payments. You agree to make monthly payments of principal and interest in the amounts set forth in the payment schedule in paragraph 1, above. The last payment may be a different amount because of rounding and because of when you made your prior payments and whether you paid them in full.

8. Making Your Loan Payments. If you authorize us and our successors and assigns (and any of our successors' and assigns' affiliates, agents or service providers) and in consideration of our disbursement of loan proceeds to you or your designee, including any creditor you designated pursuant to Best Egg's Direct Pay program, more rapidly by ACH than by check, we will automatically withdraw via debit from your designated account by ACH transfer the amount of each payment due on its due date as further described below. With regard to payments made by automatic withdrawal, you have the right to stop payment of automatic withdrawals or revoke your prior authorization for automatic withdrawals by notifying us or your financial institution at least three (3) banking days before the scheduled date of transfer. You may elect at any time to make payments by check or another method by contacting our customer service department at 844-825-2608. If you do not provide authorization to debit your designated account by ACH transfer, then you will be deemed to have elected to pay by another method in accordance with the foregoing provisions.

If you elect to make payments by ACH transfer, you authorize us and our successors and assigns (and any of our successors' and assign' affiliates, agents or service providers) to debit your designated account by ACH transfer for the amount of each remaining payment due on its due date. However, if your payment due date occurs on a non-business day, your account will be debited the next business day. You will maintain sufficient funds in your designated account to make these payments. This authorization does not affect your obligation to pay when due all amounts payable on your loan, whether or not there are sufficient funds in your accounts. The foregoing authorization is in addition to, and not in limitation of, any rights of setoff we may have. You have the right to have any unauthorized debit credited to your bank account in accordance with the applicable provisions of the Electronic Funds Transfer Act as implemented

by Federal Reserve System Regulation E. If you stop the automatic withdrawals, you are still obligated to make each payment that is due. You will receive a monthly statement advising of your payment amount.

If you elect to make payments by check or any method other than automatic withdrawal by ACH transfer, you must send such payments as directed on your monthly billing statements. We do not accept payments in cash or by credit card or gift card. You may also contact us for instructions on how to make payments by other payment options.

9. Prepayments and Partial Payments. You may make any payment early, in whole or in part, without penalty or premium at any time. Any partial prepayment is to be applied to any applicable payment or returned payment fees, interest, and then to the principal, and does not postpone the due date of any subsequent monthly installments, unless we otherwise agree in writing. If you prepay in part, you agree to continue to make regularly scheduled payments until all amounts due under this Agreement are paid. **We may accept late payments or partial payments, even though marked “paid in full” or with similar language, without losing any rights under this Agreement.** We will use any payment we receive to pay any payment then due, in whole or in part. If no payment is then due, we will use any payment of the regularly scheduled payment amount to pay the next scheduled payment. If the next scheduled payment has been paid, or if the payment is in another amount, we will treat the payment as a partial prepayment, unless you and we agree otherwise.

10. Application of Payments. All regularly scheduled payments are to be applied first to any applicable payment or returned payment fees, interest, and then to the principal, and then to collection and other permitted expenses provided; however, that after an Event of Default (as defined below), payments will be applied to your obligations as we determine in our sole discretion.

11. Other Borrower Obligations. You agree that you (A) are a US citizen or permanent resident and (B) did not and will not, in connection with your loan application: (i) make any false, misleading or deceptive statements or omissions of fact in your application; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself; or (iii) use any of the loan proceeds to fund any post-secondary educational expenses, including, but not limited to, tuition, fees, books, supplies, miscellaneous expenses, or room and board. You acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. You certify that the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity.

12. Fees.

- **Origination Fee.** If applicable, you agree to pay a non-refundable Origination Fee to us, as set forth in paragraph 1. Loan Terms, above. This fee will be deducted from your loan proceeds, so the Amount Given to You Directly or on your behalf may be less than the full principal Amount of Your Loan. You acknowledge that the Origination Fee will be considered part of the principal on your loan and is subject to the accrual of interest.
- **Returned Check or ACH Fee.** You agree to pay a fee of \$15 if ACH transfers or checks are returned or fail due to insufficient funds in your account or for any other reason. The bank that holds your designated account may assess its own fee in addition to the fee we assess.

- **Late Fee.** If your payment is not received by us within three days of the due date, we will charge a late fee in the amount of \$15. We will charge only one late fee on each late payment. These fees may be collected using ACH transfers initiated by us from your designated account. Any such late fee assessed is immediately due and payable (subject to application of payments in paragraph 10). Any payment received after 6:00 P.M., Eastern Time, on a banking day is deemed received on the next succeeding banking day.

13. Default. You may be deemed in default on your loan (each, an "Event of Default") if you: (1) fail to pay timely any amount due on your loan; (2) file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (3) die; (4) commit fraud or make any material misrepresentation in this Agreement, or any other documents, applications or related materials delivered to us in connection with your loan; or (5) fail to abide by the terms of this Agreement. Upon the occurrence of an Event of Default, and after any notice and opportunity to cure the default, if such notice and right to cure is required by applicable law, we may exercise all remedies available to us under applicable law and this Agreement including, without limitation, demand that you or your estate immediately pay all amounts owed on your loan.

14. Collection & Reporting of Delinquent Loans. You agree to pay all costs of collecting any delinquent payments, as permitted by applicable law, including, if we file suit in court, reasonable attorneys' fees for an attorney who is not our salaried employee. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

15. Communications Consent: You agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may call you, leave you a voice prerecorded, or artificial voice message, or send a text, e-mail, or other electronic message to you for any purpose related to the processing, servicing and collection of your loan, for surveys or research or for any other informational purpose related to your loan (each a "Communication") using an automatic telephone dialing system or otherwise. You agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may call or text you at any telephone number associated with your loan, including cellular telephone numbers, and may send an e-mail to any email address associated with your loan. You also agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may include your personal information in a Communication and may conduct a Communication using an automatic telephone dialing system. We will not charge you for a Communication, but your data service provider may. In addition, you understand and agree that we and any of our affiliates, agents, service providers or assigns (and any of our assigns' affiliates, agents or service providers) may always communicate with you in any manner permissible by law that does not require your prior consent.

16. Assignment of Your Loan. You agree that we may, without further prior notice to or consent from you, assign any or all of our right, title and interest in this Agreement and your loan, including record of this loan, the debt incurred, any transfer of the obligation and your promise to repay, to anyone. Marlette Funding, LLC or its agents or designees, acting solely for this purpose as your agent, shall maintain at one of its offices in Wilmington, Delaware a copy of each assignment delivered to it and a register for the recordation of the name and address of the holder of your loan (including any assign, if any, who becomes the holder of your loan

pursuant to an assignment), and principal amounts (and stated interest) of your loan or loans owing to, such holder pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and you, Cross River Bank or its agents or designees, and the holder of your loan (including any assign, if any, who becomes the holder of your loan pursuant to an assignment) shall treat the person whose name is recorded in the Register pursuant to the terms hereof as a holder of your loan hereunder for all purposes of this Agreement. Recordation in the Register is the sole means of assignment or transfer of the holder's (or its assign's) interest in your loan. The Register shall be available for inspection by you and any holder (including assigns), at any reasonable time and from time to time upon reasonable prior notice.

17. Entire Agreement. This Agreement represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your application and loan.

18. Electronic Transactions. THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH YOU AGREED TO AT THE TIME OF YOUR APPLICATION. YOU EXPRESSLY AGREE THAT THIS AGREEMENT IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

19. Notices. All notices and other communications to you hereunder may be given by email to your email address on file with us or by regular mail to your address on file with us, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have sole access to the email account on file and that communications from us may contain sensitive, confidential, and collections-related communications. If your email address changes, you must notify us of the change. You also agree to update your residence address and telephone number if they change. You may send written correspondence to us at the following address: Best Egg, P.O. Box 42912, Philadelphia, PA 19101. You may also reach us by phone by dialing 844-825-2608 during normal business hours.

20. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

22. Waiver of Demand. You hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, unless such waiver is prohibited by law.

23. Amendments. Any changes to this Agreement must be in writing signed by you and us.

24. Miscellaneous. The parties acknowledge that there are no third party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this paragraph 24 shall be null and void. We are located in the State of New Jersey and this Agreement will be entered into in the State of New Jersey. The provisions of this Agreement will be governed by federal laws and, to the extent that state law applies and is not preempted by federal law, the laws of the State of New Jersey, without regard to any principle of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. Any waiver of a breach of any provision of this Agreement will not be deemed a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way.

Special Note for Residents of Colorado: If you are a resident of the State of Colorado as of the date of this Agreement and the Annual Percentage Rate of your Loan as set forth in your Truth in Lending Disclosure Statement exceeds the maximum finance charge permitted for a "supervised loan" under C.R.S. § 5-2-201(2) then the provisions of this Agreement are governed by Colorado law except for terms preempted or authorized by federal law (including the interest rate, origination fee, late fee and returned check fee), which are governed by federal law and New Jersey law.

25. NOTICE TO ACTIVE DUTY MILITARY SERVICEMEMBERS AND THEIR DEPENDENTS:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

For more information regarding your rights as a covered borrower under the Military Lending Act, please call 844-876-2611.

26. Arbitration.

- a. Either party to this Agreement, or any subsequent assign of this Agreement, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this paragraph 26 (the "Arbitration Provision"), unless you opt out as provided in paragraph 26(b) below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement,

including (except to the extent provided otherwise in the last sentence of paragraph 26(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

- b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to Best Egg, P.O. Box 42912, Philadelphia, PA 19101, only if received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt-out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.
- c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.
- d. If we (or any assign) elect arbitration, we (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the assign) pay them and we agree (or the assign agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.
- f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF

OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph 26(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph 26(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

- g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision other than paragraph 26(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in paragraph 26(f) are finally adjudicated pursuant to the last sentence of paragraph 26(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision. THE PARTIES
ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION.
THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.
- i. EXCEPTION: Active duty military servicemembers and their dependents are exempt from arbitration to the extent provided for in the Military Lending Act.

NOTICE TO CONSUMER:

- 1. Do not sign this Agreement before you read it.**
- 2. You are entitled to a copy of this Agreement.**
- 3. You may prepay the unpaid balance at any time without penalty.**

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this Agreement only by another written agreement. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature: Kiley Liner, Signature Date: 4/25/2022

IP Address: 172.127.130.220

You can contact us for purposes of this Agreement at Best Egg, P.O. Box 42912, Philadelphia, PA 19101. For customer service, our telephone number is 844-825-2608.

STATE LAW NOTICES:

ALL BORROWERS. Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, are not enforceable. To protect you and us from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we later may agree in writing to modify.

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account. If we take any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.

CALIFORNIA and UTAH RESIDENTS: As required by California and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

KANSAS (and IOWA residents if the principal amount of this loan exceeds \$20,000): Important: read before signing. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. We may change the terms of this agreement only by another written agreement.

MARYLAND RESIDENTS: To the extent that any court determines that this Agreement is subject to Maryland law concerning consumer credit, you and we agree and elect to make this loan pursuant to Subtitle 10 (Credit Grantor Closed End Credit provisions) of Title 12 of the Maryland Commercial Law Article only to the extent that such provisions are not inconsistent with our authority under federal law (12 U.S.C. § 1831d) and related regulations and interpretations, which authority we expressly reserve.

MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: Oral loan agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of such debt, including promises to extend or renew such debt, are not enforceable. To protect you and us and any holder of this

agreement from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEW HAMPSHIRE RESIDENTS: You are not required to sign this agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable.

NEW JERSEY RESIDENTS: The paragraph headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, actions or practices (i) which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by us unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: You understand and agree that we may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If you ask, you will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. You also understand and agree that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to you as a result of this application or for other legitimate purposes related to such loans.

NORTH DAKOTA RESIDENTS ONLY: Notice: Money brokers are licensed and regulated by the Department of Financial Institutions, 2000 Schafer Street, Suite G, Bismarck, North Dakota 58501-1204. The Department of Financial Institutions has not passed on the merits of the contract and licensing does not constitute an approval of the terms or of the broker's ability to arrange any loan. Complaints regarding the services of money brokers should be directed to the Department of Financial Institutions. (NDAC 13-05-01-09)

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

SOUTH DAKOTA RESIDENTS: Any improprieties in making the loan or in loan practices may be referred to the South Dakota Division of Banking, located at 1601 N. Harrison Avenue, Suite 1, Pierre, SD 57501, or by phone at 605.773.3421.

WISCONSIN RESIDENTS: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

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Day	Start Date	End Date	Location	Notes
1				
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BILL OF SALE
DATED AS OF THE CLOSING DATE

Seller(s) listed below (each a "Seller" and, collectively the "Sellers"), for value received and pursuant to the Amended and Restated Forward Flow Purchase and Sale Agreement, dated as of April 18, 2019 (the "Agreement"), between Marlette Servicing LLC, as Servicer on behalf of Sellers identified therein, and Resurgent Acquisitions LLC last as buyer, hereby assign(s), effective as of the Closing Date(s) listed on the Attachment hereto, all rights, title and interest of Seller(s) (and including for the avoidance of doubt, all rights, title and interest of the trustee or other agent of each Seller listed on the Attachment, if any, not in their individual capacities, but solely in their capacity of trustee or other agent of the Seller, who is holding legal title to the Accounts for the benefit of the Seller in such capacity) in and to those Accounts listed on the Attachment and identified in the attached loan file(s). Capitalized terms used herein and not otherwise defined shall have the meanings scribed to such terms in the Agreement.

SELLER(S):

1st Capital Bank
Auto Club Trust, FSB
BAWAG
Blackthorn 2018-A
CL Trust II
Community First Bank
Congressional Bank
Cross River Bank
Customers Bank
Delaware Loan Purchase Trust - I
DL Investment Sarl
Edge Focus High Yield Fund, LP
Edge Focus Paradigm Fund I, LP
Exigent Consumer Credit Fund LP
First Freedom Bank
FNX MPL 2023 Trust
Four Corners Community Bank
Goldman Sachs Bank USA
Hudson River Trust 2017-1
IBI 2023-1
IBI Consumer Credit, LP
Loan Asset Holdings Trust 2020 M-1
Loan Asset Holdings Trust 2020-1
Loan Asset Holdings Trust 2020-2
Loan Asset Holdings Trust 2020-3
Loan Asset Holdings Trust 2021-M-1
Loan Asset Holdings Trust 2021-M-2
Loan Asset Holdings Trust 2022-1

Loan Asset Holdings Trust 2023-1
Loan Asset Holdings Trust II 2020-1
Loan Asset Holdings Trust II 2021-1
Loan Asset Holdings Trust II 2022-1
Loan Asset Holdings Trust II 2023-1
MAPT 2021-09A
MAPT 2021-12A
Marlette Funding Consumer Loan Trust
Marlette Funding Grantor Trust 2018-1
Marlette Funding Grantor Trust 2018-3
Marlette Funding Grantor Trust 2019-1
Marlette Funding Grantor Trust 2019-2
Marlette Funding Grantor Trust 2019-3
Marlette Funding Grantor Trust 2019-4
Marlette Funding Grantor Trust 2022-2
Marlette Funding Grantor Trust 2023-1
Marlette Funding Grantor Trust 2023-2
Marlette Funding Grantor Trust 2023-3
Marlette Funding Grantor Trust 2023-4
Marlette Funding Trust
MCL Borrower Trust
MF Trust 2021-D
MF Trust 2023-E
MPL Trust I
MPLI Capital Holdings II
National Education Loan Network, Inc
P2ML Trust I
Pagaya Acquisition Trust
Pagaya AI Debt Grantor Trust 2021-4
Pagaya AI Debt Grantor Trust 2021-5
Pagaya AI Debt Grantor Trust 2022-1
Pagaya AI Debt Grantor Trust 2022-2
Pagaya AI Debt Grantor Trust 2022-3
Pagaya AI Debt Grantor Trust 2022-4
Pagaya AI Debt Grantor Trust 2022-5
Pagaya AI Debt Grantor Trust 2022-6
Pagaya AI Debt Grantor Trust 2023-1
Pagaya AI Debt Grantor Trust 2023-2
Pagaya AI Debt Grantor Trust 2023-3
Pagaya AI Debt Grantor Trust 2023-4
Pagaya AI Debt Grantor Trust 2023-5
Pagaya AI Debt Grantor Trust 2023-6
Pagaya AI Debt Grantor Trust 2023-7
Pagaya AI Debt Grantor Trust 2023-8
Pagaya AI Debt Grantor Trust 2024-1

Pagaya AI Debt Selection Grantor Trust 2021-1
Pagaya AI Debt Selection Grantor Trust 2021-2
Pagaya AI Debt Selection Grantor Trust 2021-3
Pagaya AI Debt Selection Grantor Trust 2021-HG1
Pagaya Funding Trust II
Phoenix Value P2P, LP
PML Trust I
PML Trust IV
Red Marble Trust
Seacoast National Bank
SPC Receivables Funding Trust I
Stone Ridge Alternative Lending Risk Premium Fund US Holdings III
LLC
Theorem Grantor Trust 2022-2
Theorem Grantor Trust 2022-3
Theorem Grantor Trust 2023-1
Theorem GS Term Loan Grantor Trust I
Theorem Main Fund Trust II
Theorem Main Master Fund LP
Theorem Prime + Yield Fund Master LP
Theorem Short Duration Liquidity Fund LP
Trallem 2 Trust
Trallem Trust

By Marlette Servicing, LLC, as Attorney in Fact

By: Alex Rhodes

Title: Alex Rhodes, COO

Date: As of the Closing Date listed on the Attachment

TRUSTEE(S) OR OTHER AGENT(S): SEE MATRIX BELOW:

SELLER	TRUSTEE OR OTHER AGENT	File	UNITS	BALANCES	CLOSING DATE
1st Capital Bank	1st Capital Bank, a California state-chartered bank	CHARGEOFF_SALE_SHER_20240708v2.csv			7/11/2024

Auto Club Trust, FSB	Auto Club Trust, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
BAWAG	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Blackthorn 2018-A	Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
CL Trust II	UMB Bank, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Community First Bank	Community First Bank, a Washington state-chartered bank	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Congressional Bank	Congressional Bank, a Maryland Bank	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Cross River Bank	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Customers Bank	Customers Bank, a Pennsylvania banking corporation	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Delaware Loan Purchase Trust - I	Wilmington Trust, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
DL Investment Sarl	Compartiment Moonstone 1, a Luxembourg securitization vehicle securitization vehicle	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Edge Focus High Yield Fund I, LP	a Delaware Limited Partnerhsip	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Edge Focus Paradigm Fund Fund I, LP	a Delaware Limited Partnerhsip	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

Exigent Consumer Credit Fund LP	A Cayman Islands Exempted Limited Partnership	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
First Freedom Bank	First Freedom Bank, a Tennessee Corporation	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
FNX MPL 2023 Trust	WILMINGTON TRUST, NATIONAL ASSOCIATION	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Four Corners Community Bank	Four Corners Community Bank, a New Mexico state chartered bank	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Goldman Sachs Bank USA	Goldman Sachs Bank USA	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Hudson River Trust 2017-1	Cross River Bank, not in its individual capacity as Administrator for the Hudson River Trust Series 1-4	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
IBI 2023-1	IBI Consumer Credit, LP	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
IBI Consumer Credit, LP	IBI Consumer Credit, LP	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2020 M-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2020-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2020-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2020-3	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2021-M-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

Loan Asset Holdings Trust 2021-M-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2022-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust 2023-1	Wilmington Savings Fund Soceity, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust II 2020-1	Wilmington Savings Fund Soceity, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust II 2021-1	Wilmington Savings Fund Soceity, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust II 2022-1	Wilmington Savings Fund Soceity, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Loan Asset Holdings Trust II 2023-1	Wilmington Savings Fund Soceity, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MAPT 2019-09A	Marlette Pass-Through Master Trust, Wilmington Trust, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MAPT 2019-12A	Marlette Pass-Through Master Trust, Wilmington Trust, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Consumer Loan Trust	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2018-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2018-3	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2019-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

Marlette Funding Grantor Trust 2019-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2019-3	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2019-4	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2022-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2023-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2023-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2023-3	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Grantor Trust 2023-4	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Marlette Funding Trust	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MCL Borrower Trust	MCL Borrower Trust, a Delaware statutory Trust	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MF Trust 2021-D	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MF Trust 2023-E	Wilmington Trust, National Association, Not in its individual	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

	capacity but solely as Depositor Trustee			
MPL Trust I	UMB Bank, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
MPLI Capital Holdings II	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
National Education Loan Network, Inc	Union Bank and Trust Company, not in its individual capacity but solely as Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
P2ML Trust I	UMB Bank, National Association, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya Acquisition Trust	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2021-4	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2021-5	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2022-1	Wilmington Trust, National Association,	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

	Not in its individual capacity but solely as Depositor Trustee			
Pagaya AI Debt Grantor Trust 2022-2	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2022-3	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2022-4	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2022-5	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2022-6	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-2	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-3	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-4	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-5	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-6	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

Pagaya AI Debt Grantor Trust 2023-7	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2023-8	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Grantor Trust 2024-1	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Selection Grantor Trust 2021-1	Wimington Trust, National Association, not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Selection Grantor Trust 2021-2	Wimington Trust, National Association, not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Selection Grantor Trust 2021-3	Wimington Trust, National Association, not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya AI Debt Selection Grabntor Trust 2021-HG1	Wimington Trust, National Association, not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Pagaya Funding Trust II	Wimington Trust, National Association, not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

	Depositor Trustee			
Phoenix Value P2P, LP	Phoenix Value P2P LP, an Israeli limited partnership	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
PML Trust I	UMB Bank, National Association, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
PML Trust IV	UMB Bank, National Association, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Red Marble Trust	Wilmington Trust, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Seacoast National Bank	Seacoast National Bank, a national banking association, the successor by merger to Drummond Community Bank	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
SPC Receivables Funding Trust I	Wilmington Trust, National Association	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Stone Ridge Alternative Lending Risk Premium Fund US Holdings III LLC	Wilmington Savings Fund Society, FSB	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Grantor Trust 2022-2	Wilmington Trust, National Association, not in its individual capacity, but solely as Grantor Trust Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Grantor Trust 2022-3	Wilmington Trust, National Association,	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024

	not in its individual capacity, but solely as Grantor			
Theorem Grantor Trust 2023-1	Wilmington Trust, National Association, not in its individual capacity, but solely as Grantor	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem GS Term Loan Grantor Trust I	Theorem Partners LLC, its general partner	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Main Fund Trust II	Theorem Partners LLC, its general partner	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Main Master Fund LP	Theorem Partners LLC, its general partner	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Prime + Yield Fund Master, LP	Theorem Partners LLC, its general partner	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Theorem Short Duration Liquidity Fund, LP	Theorem Partners LLC, its general partner	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Trallem 2 Trust	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv		7/11/2024
Trallem Trust	Wilmington Trust, National Association, Not in its individual capacity but solely as Depositor Trustee	CHARGEOFF_SALE_SHER_20240708v2.csv	Total	7/11/2024

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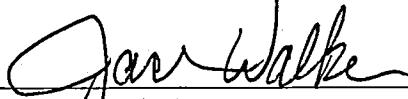
Declaration of Account Transfer

Resurgent Acquisitions LLC (“RALLC”), without recourse, to the extent permitted by applicable law, transferred, sold, assigned, conveyed, granted and delivered to LVNV Funding LLC (“LVNV”) all of its right, title and interest in and to the receivables and other assets (the “Assets”) identified on Exhibit A, in the Receivable File dated July 08, 2024 delivered by 1st Capital Bank, Auto Club Trust, FSB, BAWAG, Blackthorn 2018-A, CL Trust II, Community First Bank, Congressional Bank, Cross River Bank, Customers Bank, Delaware Loan Purchase Trust - I, DL Investment Sarl, Edge Focus High Yield Fund, LP, Edge Focus Paradigm Fund I, LP, Exigent Consumer Credit Fund LP, First Freedom Bank, FNX MPL 2023 Trust, Four Corners Community Bank, Goldman Sachs Bank USA, Hudson River Trust 2017-1, I.B.I Consumer Credit, LP, IBI 2023-1, Loan Asset Holdings Trust 2020-1, Loan Asset Holdings Trust 2020-2, Loan Asset Holdings Trust 2020-3, Loan Asset Holdings Trust 2021-M-1, Loan Asset Holdings Trust 2021-M-2, Loan Asset Holdings Trust 2022-1, Loan Asset Holdings Trust 2023-1, Loan Asset Holdings Trust II 2020-1, Loan Asset Holdings Trust II 2022-1, Loan Asset Holdings Trust II 2023-1, Loan Assets Holding Trust II 2021-1, Loan Assets Holdings Trust 2020 M-1, MAPT 2021-09A, Marlette Funding Consumer Loan Trust, Marlette Funding Grantor Trust 2018-1, Marlette Funding Grantor Trust 2018-3, Marlette Funding Grantor Trust 2019-1, Marlette Funding Grantor Trust 2019-2, Marlette Funding Grantor Trust 2019-3, Marlette Funding Grantor Trust 2019-4, Marlette Funding Grantor Trust 2022-2, Marlette Funding Grantor Trust 2023-1, Marlette Funding Grantor Trust 2023-2, Marlette Funding Grantor Trust 2023-3, Marlette Funding Grantor Trust 2023-4, Marlette Funding Trust, Marlette Pass-Through Master Trust, Series 2021-12A, MCL Borrower Trust, MF Trust 2021-D, MF Trust 2023-E, MPL Trust I, MPLI Capital Holdings II, National Education Loan Network, Inc, P2ML Trust I, Pagaya Acquisition Trust, Pagaya AI Debt Grantor Trust 2021-4, Pagaya AI Debt Grantor Trust 2021-5, Pagaya AI Debt Grantor Trust 2022-1, Pagaya AI Debt Grantor Trust 2022-2, Pagaya AI Debt Grantor Trust 2022-3, Pagaya AI Debt Grantor Trust 2022-4, Pagaya AI Debt Grantor Trust 2022-5, Pagaya AI Debt Grantor Trust 2022-6, Pagaya AI Debt Grantor Trust 2023-1, Pagaya AI Debt Grantor Trust 2023-2, Pagaya AI Debt Grantor Trust 2023-3, Pagaya AI Debt Grantor Trust 2023-4, Pagaya AI Debt Grantor Trust 2023-5, Pagaya AI Debt Grantor Trust 2023-6, Pagaya AI Debt Grantor Trust 2023-7, Pagaya AI Debt Grantor Trust 2023-8, Pagaya AI Debt Grantor Trust 2024-1, Pagaya AI Debt Selection Grantor Trust 2021-1, Pagaya AI Debt Selection Grantor Trust 2021-2, Pagaya AI Debt Selection Grantor Trust 2021-3, Pagaya AI Debt Selection Grantor Trust 2021-HG1, Pagaya Funding Trust II, Phoenix Value P2P, LP, PML Trust I, PML Trust IV, Red Marble Trust, Seacoast National Bank, SPC Receivables Funding Trust I, Stone Ridge Alt Lndng Risk Prem Fnd US Hldngs III, Theorem Grantor Trust 2022-2, Theorem Grantor Trust 2022-3, Theorem Grantor Trust 2023-1, Theorem GS Term Loan Grantor Trust I, Theorem Main Fund Trust II, Theorem Main Master Fund LP, Theorem Prime + Yield Fund Master LP, Theorem Short Duration Liquidity Fund LP, Trallem 2 Trust, Trallem Trust on July 11, 2024 for purchase by RALLC on July 11, 2024. The transfer of the Assets included electronically stored business records.

Declaration of Account Transfer

Resurgent Acquisitions LLC
a Delaware Limited Liability Company

By:

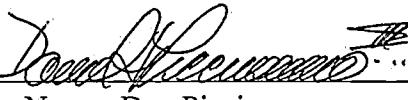


Name: Jackson Walker

Title: Authorized Representative

LVNV Funding LLC
a Delaware Limited Liability Company

By:



Name: Dan Picciano

Title: Authorized Representative

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Exhibit A

Receivables File

07.11.24 CHARGEOFF_SALE_SHER_20240708_v2

Transfer Group

1043823

Portfolio

44028

Transfer Batch

N/A

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fileName	lineNumber	subpool_id	app_fico	fico_score_update	loan_owner	acct_num	first_name
CHARGEOFF_SALE_SHER_20240708_v2	1520	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][1845]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1521	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][3169]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1522	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][3280]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1523	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][3306]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1524	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][3724]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1525	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][3737]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1526	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][4383]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1527	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][5174]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1528	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][5223]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1529	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][5405]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1530	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][8674]	Kiley
CHARGEOFF_SALE_SHER_20240708_v2	1531	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][8721]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1532	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][8787]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1533	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][8944]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1534	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9391]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1535	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9452]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1536	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9548]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1537	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9562]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1538	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9569]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1539	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][9642]	[Redacted]
CHARGEOFF_SALE_SHER_20240708_v2	1540	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted][0244]	[Redacted]

nsf_interest_recalculation

[Redacted]

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Automated Certificate of eService

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ABCLegal Dallas on behalf of Aleshia Huffman
Bar No. 24065462
MJScourts@abclegal.com
Envelope ID: 96198754
Filing Code Description: Petition
Filing Description: With Exhibits
Status as of 1/15/2025 8:35 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Scott Associates		courts@scott-pc.com	1/14/2025 12:53:04 PM	NOT SENT
ABC Legal		ServeOnlyTX@abclegal.com	1/14/2025 12:53:04 PM	NOT SENT