

CAUSE NO.1243016

Jefferson Capital Systems, LLC
Plaintiff,

vs.

SCOTT BANKS
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 Jefferson Capital Systems, LLC ("Plaintiff"), a limited liability company, and for cause of action against Defendant Scott Banks, 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 Scott Banks's breach of contract arising from a loan agreement between Defendant and Finwise 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, Jefferson Capital Systems, LLC, is a limited liability company.
5. Defendant Scott Banks is an adult individual upon whom service of citation may be had at Defendant's residence which is located at 10919 Gulf Fwy Apt 3108, Houston, TX 77034 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 Finwise Bank, bearing account number XXXXX9645 ("Contract"). Finwise 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 October 3, 2023. As of the date of the filing of this lawsuit, the total balance of \$26,102.48 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 24, 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 \$26,102.48.

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 26,102.48 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 Jefferson Capital Systems, LLC prays that Defendant Scott Banks 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 \$26,102.48,
- b. Cost of Court, and
- c. For such other relief to which Plaintiff may show itself entitled.

UNOFFICIAL COPY

Respectfully submitted,

SCOTT & ASSOCIATES, P.C.,

Digitally signed by Aleshia R. Huffman
/s/ Aleshia R. Huffman DN: o=MJSPC, ou=Legal, uid=63718505
Date: 1/14/2025 8:22:23 AM

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

Transfer Receipt

This document was generated on 10/30/2023 09:22:01 AM PDT by the eCore® Business Suite. This record of transfer is provided as evidence for the Transfer of Control of specified documents between **Upstart Funding Grantor Trust 2022-1** and **Upstart Network, Inc.**. All IDs referenced in this document represent the sender's system IDs for the transferred items from the time the transfer request was initiated.

Transfer Information

Sender Information	Upstart API User: Upstart Funding Grantor Trust 2022-1
Recipient Information	Ryan Randall Upstart Network, Inc.
Transfer Request Date	10/30/2023 09:22:01 AM PDT
Transfer ID	52100615

Transfer Content Summary

Transaction	Document List
ID: Please review and sign your Promissory Note Vault ID: 1459648231 Transaction GUID: cff90906-f475-0332-e053-466fa8c0bb1f ENVELOPE_ID: af73af63-c9c1-48b3-bdb2-8e827dcba441 Loan ID: [REDACTED] 79645	Transfer Receipt (1459654736) Final Approval Disclosure (1459654738) Promissory Note (1459654744) Summary (1459654746)

Document Detail

Document ID	Document Details
1459654736	Name: Transfer Receipt Retention Type: none Document Revision: 0 Document Creator: eCore System Account Document Hashcode: fisyrlp/kaq+iXJQxgQ2SjV5/JTkGYKjXGWKSN6AEPPDd078anAkhU9ebMxmccO6iDpV8lPCXgOemGAJUS6opw== Authentication Date: 04/04/2022 12:07:26 PM PDT Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal Inc CN=eOriginal Inc E=opsteam@eoriginal.com
1459654738	Name: Final Approval Disclosure Retention Type: none Document Revision: 0 Document Creator: eCore System Account Document Hashcode: 0PEGkngBc0mE2mlDhsAA1hPr6Nv3+QNRK9QYjQVoiLh/dTA8gJvSMTDr4kcJvu8vTffFdVfo9WTf9v8vTNIZA== Authentication Date: 04/04/2022 12:07:26 PM PDT Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal Inc CN=eOriginal Inc E=opsteam@eoriginal.com
1459654744	Name: Promissory Note Retention Type: none Document Revision: 0 Document Creator: eCore System Account Document Hashcode: 6CeunHytEJRUS3OLsjDawLpbdfQ93A+Qh1J1TRN5YzIVTenssMfmBukswuSDgLRxRtUJlpFL3iQQQnK9H1ldHg==

Signed by: Upstart API User of Upstart Funding Grantor Trust 2022-1 on

10/30/2023 09:22:01 AM PDT

Page 1 of 2

The identified owner of the document within the electronic vault is Jefferson Capital Systems, LLC with Upstart Network, Inc as Master Servicer.

Transfer Receipt

Document Detail

	<p>Authentication Date: 04/04/2022 12:07:26 PM PDT Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal\\ Inc\\ CN=eOriginal\\ Inc\\ E=opsteam@eoriginal.com</p>
1459654746	<p>Name: Summary Retention Type: none Document Revision: 0 Document Creator: eCore System Account Document Hashcode: HQj +Vchrvno1yOgEYTRhjFL9R45EULhsVxIQlzEixVGGuABIYHKkWwFjDz43+Ti +qx7CF9BaJcj3Cs+FTPcMfa== Authentication Date: 04/04/2022 12:07:26 PM PDT Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal\\ Inc\\ CN=eOriginal\\ Inc\\ E=opsteam@eoriginal.com</p>

Transfer Receipt

This document was generated on 11/09/2021 04:40:39 AM CST by the eCore® Business Suite. This record of transfer is provided as evidence for the Transfer of Control of specified documents between **Upstart Network, Inc.** and **NBSF CANADA 2021-1 TRUST (OakHill)-Upstart-with U.S. Bank National Association as Custodian**. All IDs referenced in this document represent the sender's system IDs for the transferred items from the time the transfer request was initiated.

Transfer Information

Sender Information	eCore System Account Upstart Network, Inc.
Recipient Information	Kelly Cobbett NBSF CANADA 2021-1 TRUST (OakHill)- Upstart-with U.S. Bank National Association as Custodian 651-466-5596
Transfer Request Date	11/09/2021 04:40:39 AM CST
Transfer ID	25159355

Transfer Content Summary

Transaction	Document List
ID: Please review and sign your Promissory Note Vault ID: 1271189641 Transaction GUID: cff90906-f475-0332-e053-466fa8c0bb1f LC Loan Id: af73af63-c9c1-48b3-bdb2-8e827dcba441 LC Investor Id: [REDACTED] 79645 Envelope ID: FinWise Bank, Member FDIC	Final Approval Disclosure (1271189660) Promissory Note (1271189690) Summary (1271189712)

Document Detail

Document ID	Document Details
1271189660	Name: Final Approval Disclosure Retention Type: eCopy Document Revision: 0 Document Creator: eCore System Account Document Hashcode: 0PEGKrnGbC0mE2mIDhsAA11hPr6Nv3+QNRK9QYjQVoiLh/dTA8gJvSMTDr4kcJvu8vTffFdVfo9WTJ9v8vTNUzA== Authentication Date: 11/09/2021 04:40:37 AM CST Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal\\Inc CN=eOriginal\\Inc E=opsteam@eoriginal.com
1271189690	Name: Promissory Note. Retention Type: eCopy Document Revision: 0 Document Creator: eCore System Account Document Hashcode: 6CeunhYtEJRUS3OLsjDawLpbdfQ93A+Qh1J1TRN5YzIVTenssMfmBukswuSDgLRxRtUJlpFL3iQQQnK9HlldHg== Authentication Date: 11/09/2021 04:40:37 AM CST Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal\\Inc CN=eOriginal\\Inc E=opsteam@eoriginal.com
1271189712	Name: Summary

Signed by: **eCore System Account of Upstart Network, Inc.** on 11/09/2021 04:40:39 AM CST

Transfer Receipt

Document Detail

	<p>Retention Type: eCopy Document Revision: 0 Document Creator: eCore System Account Document Hashcode: HQj +Vchrvno1yOgEYTRhjFL9R45EULHsVxIqlzEixVGGuABIYHKkWwFjDz43+Ti +qx7CF9BaJcj3Cs+FTPcMfA== Authentication Date: 11/09/2021 04:40:37 AM CST Authentication Certificate: C=US ST=Maryland L=Baltimore O=eOriginal Inc .CN=eOriginal Inc E=opsteam@eoriginal.com</p>
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Transfer
Receipt

copy

Approval Disclosure

11/4/2021

LOAN ID: 79645**BORROWER:**Scott Banks**CREDITOR:**

FinWise Bank
 756 E. Winchester Street Suite 100
 Murray, UT 84107

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
26.45%	\$22,408.09	\$27,600	\$50,008.09

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>59</u>	<u>\$834.11</u>	Monthly Beginning <u>Dec 4, 2021</u>
<u>1</u>	<u>\$795.60</u>	<u>Nov 4, 2026</u>

Late charge:

If a payment is late, you may be charged 5% of the payment or \$15, whichever is greater.

Prepayment:

If you pay off early, you will not have to pay a penalty.

You may be entitled to a refund of part of the finance charge.

See your Promissory Note for additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of \$27,600 Amount Financed

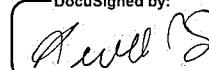
Amount paid to you: \$27,600

Prepaid Finance Charge (Origination Fee): \$2,400

Principal Amount: \$30,000

DocuSigned by:

By:



07AEE375E50040E...
(Signed Electronically)

Date: 11/4/2021

COPY
UNO

Promissory Note

Loan ID: ████████9645

Upstart Borrower ID: █████████████████████

Lender:

FinWise Bank
756 E. Winchester Street Suite 100
Murray, Utah 84107

1. Promise to Pay. For value received from FinWise Bank, a Utah state-chartered bank located in Murray, Utah ("FinWise," or "you"), I promise to pay to the order of FinWise or any subsequent holder or assignee of this Note, the principal sum of \$30,000, together with interest thereon commencing on the origination date at the rate of 22.32% per annum simple interest. I acknowledge that I have read and agree to be bound by the agreement to arbitrate all claims in Section 17 below unless I have rejected the provision as provided in Section 17. By completing and submitting my loan application, I am requesting a loan on the terms described in this Note. I understand and agree that when you receive my application and this signed Note you are not agreeing to lend me money and you have the right not to make a loan to me. I understand that I am not bound by the terms and conditions set forth in this Note until you have funded a Loan. If you decide to make a Loan to me, I agree to be bound by the terms of this Note.

2. Payments. This Note is payable in 60 monthly installments of \$834.11 each, consisting of principal and interest, commencing on Dec 4, 2021, and continuing on the same day of each successive month thereafter until the final payment date of Nov 4, 2026, which is the maturity date of this Note. If the payment due date is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due unless otherwise notified in writing. The final payment will consist of the then-remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees incurred as a result of failed automated payments or returned bank drafts or checks, as provided in Section 4 below; then to any late charges then due; then to any interest then due; and then to principal. Although the principal amount of my loan includes the origination fee, no unpaid interest or other charges will be added to principal.

3. Interest. Periodic interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under this Note will accrue on a daily basis on the unpaid principal balance (including my origination fee) set forth above. Because of the accrual of interest on any late payments and the effect of rounding, my final payment may be more (or less) than my regular payment. I acknowledge that if I make my payments after the scheduled due date, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount. The interest rate I will pay will be the rate I will pay both before and after any default unless and until my loan is charged off.

4. Fees. I agree to pay the following fees to the extent permitted by applicable law:

	Fee	Frequency	Description
<u>Origination Fee</u>	<u>8.0% of the Loan Amount</u>	One time	This is a one-time fee and, except as provided in Section 10, is non-refundable. You will deduct from the loan proceeds before they are delivered to me.
<u>Late Payment Fee</u>	<u>The greater of 5% of past due amount or \$15</u>	Per occurrence	If I do not pay you the full amount of any monthly payment within 10 calendar days of its due date, you may charge me a late fee. Any payment received after 3:00 PM Pacific time on a business day is deemed received on the next business day.
<u>ACH Return or Check Refund Fee</u>	<u>\$15</u>	Per occurrence	If Automated Clearing House ("ACH") transfers or checks are rejected or returned for any reason, or fail due to insufficient funds in my bank account, then you may charge this fee. Each attempt to collect a payment is considered a separate transaction, so an ACH return or check refund fee will be assessed for each failed attempt.

I authorize you to collect these fees using ACH transfers initiated by you from my designated bank account if I have chosen this method of payment (see Section 6). Any fees you assess are immediately due. I acknowledge and agree that the origination fee is part of my loan principal.

Members of the Armed Forces: Federal law provides important protection to members of the Armed Forces and their dependents relating to the extension 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).

5. Proceeds. I agree that the proceeds of my loan will be paid via an electronic fund transfer into the deposit account I have identified in my loan application, or in such other manner as you determine. I acknowledgement that the timeliness of crediting proceeds to this account is dependent on the accuracy of the information I provide, when I complete all origination activities, and prompt crediting by the financial institution that holds my account. You are not responsible for the actions of the financial institution that holds my account.

6. Method of Payment. I agree to pay the principal, periodic interest and any fees on this Note when due. You have given me the choice of making my monthly payments by (i) an ACH or other electronic fund transfer from my bank account that I have authorized to automatically recur, (ii) by an ACH transfer initiated by me each month, or (ii) personal check by regular mail to Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070 or any subsequent creditor that I am notified of. If I have completed an ACH bank transfer authorization, then you will automatically transfer my first payment in the amount specified in the authorization from my bank account, unless I cancel or modify this payment at least 3 business days before its

scheduled date by contacting you, as described in Section 13, or your bank. If my ACH bank transfers are rejected or returned for any reason, I understand and agree that you may try to debit my account two more times. I also agree you may apply the ACH return/check refund fee described in Section 4, subject to applicable law, each time an ACH transfer is returned or rejected. I acknowledge that my financial institution may also charge a fee in addition to your fee and you are not responsible for any such fees. All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes "payment in full" of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to us at Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070.

7. Waiver of Defenses. Unless I am a "covered borrower" under the Military Lending Act, 10 U.S.C. § 987, or except as otherwise provided in this Note or as required by applicable law, you are not responsible or liable to me for the quality, safety, legality or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person from whom I have purchased such property or services, I agree to settle the dispute directly with that person.

8. Certification. I agree that the proceeds of my loan will not be applied (i) in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, room and board, or other miscellaneous personal expenses incurred while I am studying) at a college/university/vocational school, as the term "postsecondary educational expenses" is defined in Regulation Z, 12 C.F.R. § 1026.46 (b)(3), or (ii) for any home purchase or refinance.

9. Default and Remedies. Subject to the limitations of applicable state law and any right to notice and to cure under applicable state law, I will be deemed in default (each, an "Event of Default") of my obligations under this Note if I: (i) fail to pay timely any amount due under this Note; (ii) file or have instituted against me any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (iii) die; (iv) commit fraud or make any material misrepresentation in this Note or in my loan application; or (v) fail to abide by the terms of this Note. Upon the occurrence of an Event of Default, you may exercise all remedies available to you under applicable law, including demand that I immediately pay all amounts due under this Note. You reserve the right to report loan payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. I acknowledge these may be reflected in my credit report. I agree to pay all costs of collecting any delinquent payments, including reasonable attorneys' fees, to the greatest extent not prohibited by applicable law.

10. Prepayments; Partial Payments; Forbearance. I may prepay this Note in full or in part at any time without penalty. Any partial prepayment is to be applied against outstanding principal and does not postpone the due date of any subsequent monthly installments, unless you otherwise agree in writing. If I prepay this Note in part, I agree to continue to make regularly scheduled payments until all amounts due under this Note are paid. In the event that I prepay my loan in full prior to its maturity date, any origination fee amount in excess of 5% of the loan amount will be refunded to me on a pro-rated basis depending on the remaining term of my loan. A partial pre-payment will not result in the refund of any origination fee amount.

Further, I understand I may request forbearance in accordance with your reasonable procedures and requirements, and the decision to grant my request for forbearance shall be solely at your discretion. During any period of forbearance, my regularly scheduled payments of principal and interest on my loan may be deferred to the extent permitted by applicable law. Except as described above, I understand that I will remain responsible for all interest accruing during any period of forbearance. I understand that any periods of forbearance may increase my monthly payments during my loan term or, in limited cases, may extend my repayment period unless prohibited by applicable law.

11. Waivers. Unless I am a “covered borrower” under the Military Lending Act, 10 U.S.C § 987, even if, at a time when I am in default, you do not require me to pay immediately in full, you will still have the right to do so if I am in default at a later time. Neither your failure to exercise any of your rights, nor your delay in enforcing or exercising any of your rights, will waive those rights. Furthermore, if you waive any right under this Note on one occasion, that waiver will not operate as a waiver as to any other occasion. Subject to applicable laws, I waive presentment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

12. Assignment. I am not allowed to assign any of my obligations under this Note without your written permission. I understand that you do not have to give me permission. I agree that you may assign or transfer this Note or any of your rights to another person or entity. You may take these actions without notice or consent from me. Any sale or transfer of my Note does not affect my rights and duties under this Note.

13. Registration. You and I appoint Upstart Network, Inc., (“Upstart”) to act as a non-fiduciary agent. Upstart will keep at its offices an electronic register of any transfer, assignment or sale of this Note (the “Register”). The names and address of any person entitled to payments on my Note will be recorded in the Register. Any assignment, participation or transfer of this Note or any of its rights shall be registered in the Register and only if Upstart receives a signed assignment or similar agreement in a reasonably acceptable. You and I agree that beneficial ownership of all payments under my Note as reflected in the Register will be conclusive. Upstart will give me notice of a change in ownership of my Note reflected in the Register if required by law. Upstart will also give me notice if I pay by check and the transfer changes the address to which I must make payments. The name of the owner in the Register shall be available to me upon written request to Upstart. This Section is intended to result in this Note being maintained at all times in “registered form” as defined by U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and will be interpreted and applied in a way that is consistent with these laws.

14. Electronic Communications; Notices; Contacting You. When I applied for a loan from you, I expressly agreed to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “Communications”) that you provide in connection with this Note and Upstart’s servicing of my payment obligations under this Note. All Communications given to me by email to my registered email address or posted on www.upstart.com is deemed to have been duly given and effective upon transmission or when they were posted. I agree that you (including any other owner or servicer of my loan) may contact me for any lawful reason, including for the collection of amounts owed to you. No such contact will be deemed unsolicited. You may contact me at such addresses or numbers (including cell phone numbers and landlines) as I may provide to you from time to time and you may use any means of communication, including regular mail, electronic mail, telephone, text message or other technology, to reach me. I agree that you may use automatic dialing and announcing devices which may play recorded messages. I represent that I have the authority to provide this consent because I am either the subscriber of the telephone number(s) or the customary user of each of the telephone numbers that I have provided to you who has the authority to provide consent. I may contact you at any time to ask that you not contact me using any one or more methods or technologies. I acknowledge that communications from you may contain sensitive, confidential, and collections-related communications. If my information changes, such as my email address, my mailing address or my telephone number, I agree to notify you promptly of the change.

I can contact you by logging into www.upstart.com. I may contact you by emailing fw.support@upstart.com, by calling (833)-205-5437 during your operating hours 9:00 AM Pacific time to 5:00 PM Pacific time, each Monday through Friday that are business days, or by writing via regular mail care of Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070.

15. Credit Inquiries, Loan Information; Inaccurate Information. I authorize you to obtain a credit

report on me for any legal purpose in connection with this Note, including any update, extension of credit, review, or collection of this loan. If I request, you will tell me whether any credit report was requested, and if so, the name and address of the credit bureau furnishing the report. If I believe that you have information about me that is inaccurate or that you have reported or may report inaccurate information about me to a credit bureau, I will notify you of the specific information that I believe is inaccurate by writing to you care of Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070. In doing so, I will identify the inaccurate information and tell you why I believe it is incorrect. If I have a copy of the credit report that includes the inaccurate information, I will send a copy of that report to you as well.

16. Governing Law. I understand and agree that FinWise is an FDIC-insured institution located in Utah. Consequently, the provisions of this Agreement (except for Section 17) will be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Utah, without regard to conflict of law rules, except as noted above. Section 17 (Arbitration Agreement) is governed by the Federal Arbitration Act, and not by any state law concerning arbitration. If any provision of this Note cannot be enforced, the rest of the provisions of this Note will stay in effect. No amendment of this Note will be valid unless in writing and signed by both you and me. This Note represents the entire agreement between you and me regarding my loan.

17. Complaints; Disputes; Arbitration.

NOTICE: IF I AM ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, 10 U.S.C. § 987, THE FOLLOWING ARBITRATION PROVISION DOES NOT APPLY TO ME.

A. *Governing Law.* I acknowledge agree that the Note involves interstate commerce and that this arbitration clause will be construed, applied and governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., ("FAA"), as amended. The Arbitrator (defined below) shall apply applicable law and applicable statutes of limitation consistent with the FAA and shall honor claims of privilege recognized at law.

B. *Dispute.* "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related, even indirectly, to the Note or the extension of credit set forth in the Note. For example, "Dispute" includes claims related to: any relationship resulting from, or activities connected to this Note; my application; information I have provided to you; information and disclosures you have provided to me; any prior agreements between you and me; extensions; renewals; refinancings; payment plans; underwriting; servicing; collections; privacy; and customer information. The term "Dispute" also includes: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of this arbitration clause, including, any claim that all or any part of this arbitration clause, except paragraph G below, is void, voidable or unconscionable.

C. *Mandatory Arbitration:* Unless otherwise stated in this arbitration clause, any "Dispute" between the Parties shall, at your or my election or the election of any of our respective heirs, successors, assignees or related third parties, including Upstart, any other subsequent holder of my Note, and their affiliates, subsidiaries, and parents, (the "Parties"), be resolved by a neutral, binding arbitration, and not by a court of law. This procedure includes any Dispute over the interpretation, scope, or validity of this Note, this arbitration clause or the arbitrability of any issue, with the sole exception of the Parties' waiver of any right to bring a class action or to participate in a class action as provided for under paragraph G below shall be solely determined by the appropriate court, if necessary. This arbitration clause applies to the Parties, including their respective employees or agents, as to all matters which arise out of or relate to this Note or are in any way connected with the extension of credit set forth in this Note, or any resulting transaction or relationship.

D. *Facts About Arbitration:* In arbitration, a neutral third party ("Arbitrator") resolves Disputes, instead of a judge or jury. I, with you, waive the right to go to court. The Arbitrator will conduct a hearing, which is private and less formal than a court trial. Each side will have the opportunity to present some evidence to the Arbitrator. The Arbitrator may limit the Parties' ability to conduct fact-finding prior to the

hearing, called "discovery." Other rights that the Parties might have in court might not be available in arbitration. Following the hearing, the Arbitrator will issue an award. The Arbitrator's decision is final, and a court may then enforce the award like a court judgment. Courts rarely overturn an Arbitrator's award.

E. Pre-Arbitration Resolution: Prior to starting arbitration, I can call you at (650) 204-1000 or write to you at Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070 to attempt to resolve the Dispute. We will try to resolve the Dispute. If you make a written offer ("Settlement Offer"), I may reject it and arbitrate. If we do not resolve the Dispute, either party may start arbitration. No party will disclose settlement proposals, including a Settlement Offer, to the Arbitrator.

F. Rules and Procedures: Either party may start arbitration by mailing a notice of arbitration, even if a lawsuit has been filed. Such notice shall be given by certified mail, return receipt requested. Notice to me shall be sent to the email address I provided to you in my loan application, as updated. Notice to you, your assignees or related third parties shall be sent to Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070. The Party initiating the arbitration shall set forth in the notice the nature and factual basis of the Dispute, the names and addresses of all other Parties, the amount involved, and the specific relief requested. The responding Party must mail a response within 45 days, and may also set forth any counter-Disputes. The American Arbitration Association ("AAA") shall conduct any arbitration according to this arbitration clause. The AAA arbitration rules in effect when the claim is filed apply ("AAA Rules"), except where those rules conflict with this Arbitration Clause or any of our agreements with you. I can get copies of the AAA Rules at the AAA's website (www.adr.org) or by calling 800-778-7879. You or I may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel.

G. Class Action Waiver: The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted. To the extent the Parties are permitted to file small claims under Paragraph K below, the Parties agree that any small claim may only be brought on an individual basis and that no small claim may be brought on a class or representative basis. The Parties further agree that if a court or arbitrator decides this Paragraph G is void or unenforceable, this arbitration clause shall be void and without effect.

H. Punitive Damage Waiver: The Parties waive any right to seek or recover punitive and/or exemplary damages in any Dispute. No Arbitrator shall have the power or authority to award punitive and/or exemplary damages.

I. Fees and Costs: If I request, you shall advance all of the Arbitrator's fees and expenses, as well as all administrative and filing fees, up to an amount of \$1000. The Parties shall be responsible for their own attorneys' fees associated with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the Arbitrator. If the Arbitrator awards me funds, I will not have to reimburse any arbitration fees and expenses you have advanced. If the Arbitrator does not award me funds, I agree to reimburse you for any arbitration fees and expenses you have advanced. Any such reimbursement shall not exceed the filings fees and costs I would have incurred had I filed a lawsuit in court.

J. Self-Help: Notwithstanding this arbitration clause, the Parties retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the Dispute by the arbitrator. No Party waives the right to elect arbitration of a Dispute by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

K. Exceptions: The Parties agree that this arbitration clause is not applicable to "small claims" meaning those claims that either Party is entitled to file and maintain in an appropriate small claims court or any action where the total amount in controversy is no greater than \$10,000, including any claims for attorney's fees and non-monetary relief. The Parties agree that any appeal from a judgment obtained pursuant to this paragraph shall be appealable only by arbitration according to the procedures set forth in this arbitration clause.

L. Severability: If it is determined that any paragraph or provision in this arbitration clause is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this arbitration clause. The remainder of this arbitration clause shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines paragraph G to be void, illegal, invalid, or unenforceable, the Parties agree that paragraph G above shall not be severed and that this arbitration clause shall be void in its entirety.

M. Right to Opt Out: If I do not want this arbitration clause to apply, I may reject it by mailing a written notice to you that lists my name, address and account number and states that I am opting out of the arbitration clause. An opt out notice is only effective if it is signed by me, and the envelope that the opt out notice is sent in is postmarked no more than 30 calendar days after the date I sign this Note. If I opt out of this arbitration clause, it will not affect any other provisions of the Note or my obligations under the Note. If I do not properly opt out as set forth above, it will be effective as of the date of the Agreement. If I opt out of this arbitration clause, such election shall apply only to this Note, and not to any other past, present or future agreements I have with you.

FOR ALL DISPUTES COVERED BY THIS PROVISION, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS, AND THEIR RIGHT TO SEEK PUNITIVE AND/OR EXEMPLARY DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS PROVISION, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY.

THE TERMS OF THIS PROVISION AFFECT MY LEGAL RIGHTS. IF I DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, I UNDERSTAND I SHOULD SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS NOTE. BY SIGNING THIS NOTE, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS AND STIPULATIONS SET FORTH ABOVE.

18. NO WARRANTIES; LIMITATION ON LIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN THIS NOTE, I UNDERSTAND YOU HAVE MADE NO REPRESENTATIONS OR WARRANTIES TO ME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL YOU BE LIABLE TO ME FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF I INFORM YOU OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, I UNDERSTAND YOU MAKE NO REPRESENTATION OR WARRANTY TO ME REGARDING THE EFFECT THAT THE NOTE MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

19. Entire Agreement. The Upstart® application, and loan disclosures are incorporated into this Note by reference. This Note represents the entire agreement between FinWise and me.

20. Miscellaneous. To the greatest extent not prohibited by applicable law, I am liable to you for your legal costs if you refer collection of my loan to a lawyer who is not your salaried employee. These costs may include reasonable attorneys' fees as well as costs and expenses of any legal action. If a law that applies to my loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with my loan exceed the permitted limits then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. No provision of this

Note may be modified or limited except by a written agreement signed by both you and me. The unenforceability of any provision of this Note will not affect the enforceability or validity of any other provision of this Note.

21. State Law Notices. Each of the following notices apply only to the residents of the states indicated. For purposes of this section only, "you" means the borrower and "us," "we," or "our" means FinWise Bank.

For California residents: As required by 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.

For Iowa residents: **NOTICE TO CONSUMER:** 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Iowa Residents only (on Loans in amounts greater than \$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. YOU OR I MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

For Kansas residents: **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.

For Missouri residents: **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) 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.**

For Nebraska residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

For New Hampshire residents: This Loan Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Loan Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

For New Jersey residents: The section headings of the Note are a table of contents and not contract terms. Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void,

unenforceable or inapplicable in New Jersey.

For Utah residents: As required by 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.

For Utah residents: This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.

For Married Wisconsin Residents: Wisconsin law provides that no provision of a marital property agreement, unilateral statement under Section 766.59, Wisconsin Statutes, or a court decree under Section 766.70, Wisconsin Statutes, affecting marital property adversely affects the interest of a creditor, unless the creditor receives a copy of the agreement, statement or decree prior to granting the credit or unless the creditor has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

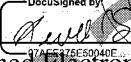
* * *

By signing this Note electronically, I acknowledge that I (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note. You understand this Note is executed in, and loan proceeds are distributed from, Utah.

CAUTION – IT IS IMPORTANT THAT YOU READ THROUGH THE CONTRACT BEFORE YOU SIGN IT.

NOTICE TO CUSTOMER: (1) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (3) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

Date: 11/4/2021

By: 
(Signed Electronically)

Last Updated: August 11, 2020

DocuSign**Certificate Of Completion**

Envelope Id: AF73AF63C9C148B3BDB28E827DCBA441

Status: Completed

Subject: Please review and sign your Promissory Note.

loan_id: [REDACTED] 9645

originator: FinWise Bank, Member FDIC

Source Envelope:

Document Pages: 10

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Upstart

AutoNav: Enabled

756 E Winchester Street

EnvelopeId Stamping: Enabled

Suite 100

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Murray, UT 84107

docusign@upstart.com

IP Address: 54.204.226.47

Record Tracking

Status: Original

Holder: Upstart

Location: DocuSign

11/4/2021 11:47:46 AM

docusign@upstart.com

Status: Authoritative Copy (2 of 2 documents)

Holder: Upstart

Location: DocuSign

11/4/2021 11:48:41 AM

docusign@upstart.com

Signer Events

Scott Banks

scott.banks@att.net

Security Level:

.Password

ID: b91f7caf-b819-448d-9759-7ce44e42d709

11/4/2021 11:31:54 AM

Signature

DocuSigned by

07AEE375E50040E...

Signature Adoption: Drawn on Device

Using IP Address: 174.203.3.9

Signed using mobile

Timestamp

Sent: 11/4/2021 11:47:47 AM

Viewed: 11/4/2021 11:48:02 AM

Signed: 11/4/2021 11:48:40 AM

Electronic Record and Signature Disclosure:

Accepted: 2/23/2021 8:58:53 PM

ID: fc16daba-c350-4a2d-8a87-f56f23995bac

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent:

11/4/2021 11:47:47 AM

Certified Delivered

11/4/2021 11:48:02 AM

Signing Complete

11/4/2021 11:48:40 AM

Completed

11/4/2021 11:48:40 AM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

UNOFFICIAL
Copy of
Original

COPY

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FinWise Bank dba Utah Community Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FinWise Bank dba Utah Community Bank:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: fw.support@upstart.com

To advise FinWise Bank dba Utah Community Bank of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at fw.support@upstart.com and in the body of such request you must state your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from FinWise Bank dba Utah Community Bank

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to fw.support@upstart.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FinWise Bank dba Utah Community Bank

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to fw.support@upstart.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify FinWise Bank dba Utah Community Bank as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by FinWise Bank dba Utah Community Bank during the course of your relationship with FinWise Bank dba Utah Community Bank.

STATEMENT OF ACCOUNT ACTIVITY

Consumer Information as of 10/16/2024
SCOTT BANKS
12000 MARTIN LUTHER KING BLVD
HOUSTON, TX 77048

Debt Description: UPSTART LOAN
ACCOUNT NUMBER: [REDACTED] 9645
DATE ACCOUNT OPENED: 11/04/2021
DATE ACCOUNT CHARGED OFF: 10/03/2023

<i>Post Date</i>	<i>Transaction Amount</i>	<i>Transaction Description</i>
11/04/2021	30000.00	Original Loan Amount (Appl.ToPrin: 0 Rem.Prin: 30000)
12/07/2021	900.00	ACH (Appl.ToPrin: 349.64 Rem.Prin: 29650.36)
01/11/2022	1100.00	ACH (Appl.ToPrin: 483.53 Rem.Prin: 29166.83)
02/08/2022	756.44	ACH (Appl.ToPrin: 239.2 Rem.Prin: 28927.63)
03/08/2022	650.00	ACH (Appl.ToPrin: 119.32 Rem.Prin: 28808.31)
04/06/2022	800.00	ACH (Appl.ToPrin: 271.51 Rem.Prin: 28536.8)
05/06/2022	825.00	ACH (Appl.ToPrin: 301.49 Rem.Prin: 28235.31)
06/03/2022	850.44	ACH (Appl.ToPrin: 366.99 Rem.Prin: 27868.32)
07/05/2022	900.00	ACH (Appl.ToPrin: 422.83 Rem.Prin: 27445.49)
08/03/2022	860.00	ACH (Appl.ToPrin: 322.94 Rem.Prin: 27122.55)
09/07/2022	835.11	ACH (Appl.ToPrin: 287.78 Rem.Prin: 26834.77)
10/05/2022	850.00	ACH (Appl.ToPrin: 357.71 Rem.Prin: 26477.06)
11/08/2022	828.00	ACH (Appl.ToPrin: 277.51 Rem.Prin: 26199.55)
12/06/2022	825.00	ACH (Appl.ToPrin: 392.43 Rem.Prin: 25807.12)
01/03/2023	875.00	ACH (Appl.ToPrin: 480.47 Rem.Prin: 25326.65)
02/07/2023	834.11	ACH (Appl.ToPrin: 230.1 Rem.Prin: 25096.55)
02/09/2023	-834.11	ACH Reversal (Appl.ToPrin: -230.1 Rem.Prin: 25326.65)
02/21/2023	849.11	ACH (Appl.ToPrin: 28.76 Rem.Prin: 25297.89)
03/07/2023	834.11	ACH (Appl.ToPrin: 617.53 Rem.Prin: 24680.36)
04/28/2023	1000.00	ACH (Appl.ToPrin: 158.4 Rem.Prin: 24521.96)
05/19/2023	800.00	ACH (Appl.ToPrin: 485.1 Rem.Prin: 24036.86)
10/03/2023	24036.86	Principal at Charge Off
10/03/2023	2028.42	Interest at Charge Off
10/03/2023	37.20	Fees at Charge Off

*Excerpt of Account Transactions from the Transaction Data File assigned to Jefferson Capital Systems LLC pursuant to the Bill of Sale dated 2023-10-30



BILL OF SALE

For value received and pursuant to the terms and conditions of the Purchase and Sale Agreement dated Mar 31, 2023, Upstart Network, Inc as "Servicer", and on behalf of Upstart Funding Grantor Trust 2022-1 ("Additional Seller"), hereby assigns effective as of Oct 30, 2023 (the "Closing Date") all rights, title and interest in and to those certain charged-off loans and all related receivables, judgments or evidences of debt described in Schedule I attached hereto and made part hereof for all purposes to Jefferson Capital Systems, LLC ("Purchaser")

UPSTART NETWORK, INC., as SERVICER on behalf of Upstart Funding Grantor Trust 2022-1.

By: Sanjay Datta

Date: Oct 27, 2023

Title: CFO

X

A handwritten signature of Sanjay Datta.

COPY

EXHIBIT K

FinWise Bank, a Utah chartered bank located at 756 E. Winchester Street, Murray, Utah 84107 ("Transferor"), hereby certifies that:

1. Transferor originates loans that are serviced by Upstart Network, Inc.
2. Each of the loans identified by loan number on the attached Exhibit A (each, a "Loan") was originated by FinWise Bank.
3. On or about the respective "[Closing Date]" set forth on Exhibit A, Transferor transferred or otherwise conveyed each Loan to the party identified on Exhibit A (each, a "Purchaser").
4. Transferor transferred, assigned, and conveyed to the relate Purchaser and its successors and permitted assigns, all right, title and interest the Transferor held in each Loan subject to no prior security interest in favor of any other creditor of Transferor free and clear of any lien created by Transferor, except for any interest of such Purchaser and its affiliates.
5. Upstart Network, Inc. was Servicer of each Loan from the origination of the Loan to the sale by Transferor to the related Purchaser. In its role as servicer of the Loan, during the period Transferor owned the Loan, Upstart Network, Inc. kept and maintained business records on behalf of FinWise Bank in the regular course of business.

FINWISE BANK

DocuSigned by:
By: 
Name: Simon Darchis

Title: VP, Director of Specialty Lending

Date: 10/30/2023
11/6/2023

LEGEND: [Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social

[Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information.

Pursuant to the bill of sale dated 2023-10-30

LEGEND: [Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information.

LEGEND: [Redacted] indicates that all data for these records is redacted to protect other Consumers who were included in the same sale file but not part of the current action. Social Security Number, Account Number, and Seller Account Number information is masked to present only the last four characters in order to protect Consumer information.

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

ABCLegal Dallas on behalf of Aleshia Huffman

Bar No. 24065462

MJScourts@abclegal.com

Envelope ID: 96288876

Filing Code Description: Petition

Filing Description:

Status as of 1/16/2025 11:15 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Scott Associates		courts@scott-pc.com	1/16/2025 9:24:41 AM	NOT SENT
ABC Legal		ServeOnlyTX@abclegal.com	1/16/2025 9:24:41 AM	NOT SENT