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IN THE CIRCUIT COURT OF BOONE COUNTY
ASSOCIATE CIRCUIT DIVISION
STATE OF MISSOURI

Spring Oaks Capital SPV, LLC
Plaintiff,

vs.

Julie Evenson
Defendant(s).

Cause No.

Division No.:

SUIT ON PROMISSORY NOTE

COMES NOW Plaintiff and for its cause of action against the Defendant, alleges and states as follows:

1. Plaintiff, Spring Oaks Capital SPV, LLC, is duly organized under law and is the current owner of this account, Julie Evenson, is resident of Boone County, state of Missouri.

2. Defendant is indebted to Plaintiff on a note assigned to Plaintiff for value. Copies of said note and Plaintiff's affidavit are attached hereto, incorporated herein and marked Exhibit "1". A copy of the Bill of Sale and corresponding Electronic account data is attached hereto, incorporated herein and marked Exhibit "2"

3. After all offsets and credits due Defendant, there remains a total balance due on said note in the amount of $5,677.40. Defendant's last payment was made on January 20, 2021.

4. Demand for payment has been made and either Defendant did not object to the accuracy and balance or Defendant refused to pay.

5. Defendant is not engaged in the military service of the United States of America. A Verification is attached hereto, incorporated herein and marked Plaintiff's Exhibit "3". This is an attempt to collect a debt. Any information obtained will be used for that purpose.

WHEREFORE Plaintiff prays Judgment against Defendant in the sum of $5,677.40, plus costs incurred herein and for such other and further relief as the court deems just and equitable.

BLITT AND GAINES, P.C.

Blitt and Gaines, P.C.
707 North Second Street, Suite 306
St. Louis, MO 63102
(888) 920-0620 P
(847) 499-7599 F
pleadings2@blittandgaines.com

BY: /s/ Ferdinand Hernandez
___ Barbara Nilsen, MBE# 68654
___ Nicole R. Thayne, MBE# 69380
___ Jennifer Shipman, MBE# 58363
___ Thomas A. Ryczek, MBE# 64132
___ Michael J. Albani, MBE# 65740
___ Allan Cameron, IV, MBE# 74022
___ Ferdinand Hernandez, MBE# 74478
___ Anthony Pritchett, MBE# 72246
___ Raymond P. Bozarth, MBE# 52666
___ Angela Sue Fitle, MBE# 67663

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This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

EXHIBIT

1

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Spring Oaks Capital SPV, LLC
Plaintiff,

vs.

Julie Evenson
Defendant(s).

AFFIDAVIT

I, John Cavanagh, being first duly sworn upon oath depose and state as follows:

1. That I am employed as Record custodian and have access to the account records of Spring Oaks Capital SPV, LLC ("Plaintiff"). I am a competent person over eighteen years of age, and make the statements herein based on personal knowledge of the account records. Plaintiff is current owner of, and/or successor to the obligation sued upon, and was assigned all rights, title and interest to Defendant's WEBBANK account XXXX9661 ("the account").

2. I have reviewed the electronic records pertaining to the account and I am authorized to make this affidavit on Plaintiff's behalf. The records reviewed consist of data acquired from the seller an/or assignor, together with records generated by Plaintiff in connection with servicing the account since the date of purchase or assignment.

3. The account records are kept and maintained in regular course of business, by a person with knowledge of the act, event, condition, opinion or diagnosis recorded to make the record or transmit information thereof to be included in such record. The records are made at or near the time of the act, event, condition, opinion or diagnosis.

4. That after allowing for all offsets and credits, Plaintiff's records show that there remains a balance due on this account in the amount of $5,677.40.

5. The complete chain of title including WEBBANK, the original creditor, and all post-charge off purchases/assignees of the debt are as follows:
   1. WEBBANK
   2. Upgrade, Inc. Passthrough
   3. Franklin Strategic Income Fund
   4. Spring Oaks Capital LLC
   5. Plaintiff

6. Attached hereto are records regarding the account and/or payment(s) received, being a reproduction from Plaintiff's records, based upon my review. The documents attached hereto, are true and correct copies of the originals, except to the extent that confidential and privileged information is omitted or redacted and personal identifying information is omitted or redacted as required by local rules, and applicable state and federal law.

FURTHER AFFIANT SAYETH NOT.

Record custodian

Subscribed and sworn to before me
this 29 day of August, 2023

Phoebe McCall Wilson
NOTARY PUBLIC

Phoebe McCall Wilson
NOTARY PUBLIC
REG. #8053542
MY COMMISSION EXPIRES
July 31, 2027
COMMONWEALTH OF VIRGINIA

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LOAN AGREEMENT AND PROMISSORY NOTE

DATE: November 20, 2019 ("Effective Date")

Borrower Name and Address:

Julie Evenson, 300 Central Street Rocheport, Missouri 65279

1. PROMISE TO PAY. The parties (each, a "Party" and collectively, "Parties") to this Loan Agreement and Promissory Note ("Note") are the Borrower designated above ("Borrower," "you," or "your") and WebBank. For value received, you promise to pay to the order of WebBank or any subsequent holder ("we," "us," or "Lender") of this Note, the principal loan amount of $6,710.00, together with interest, fees and charges as set forth below. You promise that you will use the Loan Amount for the purpose you indicated on the loan application to us (the "Application") and not for any post-secondary student loan, to buy or sell securities, or any illegal purposes.

2. INTEREST AND PAYMENTS.

a. Payment Timing and Application. Principal and interest shall be paid in 36 monthly installments of $267.71 as discussed herein. Your first Monthly Payment will be due on 12/20/2019. All other Monthly Payments will be due on the same day of each following month ("Subsequent Due Date") until 11/20/2022, when all principal, interest and fees payable and owing under this Note are due. If your Subsequent Due Date is the 29th, 30th or 31st and the current month is shorter, your payment will be on the last day of the month. All payments or prepayments will be applied first to accrued interest, then to unpaid principal, then to our fees, then to costs and expenses payable to us under this Note, including any costs or expenses that we incur related to enforcement of this Note as further described in Section 5 ("Remedies") below.

b. Accrual. Interest on your loan will accrue and be calculated on a 30 day month/360 day year basis for each full month and each partial month based on the Interest Rate disclosed on the Truth in Lending Disclosure applied to the unpaid Loan Amount for the actual number of days your loan is outstanding for such full or partial month. Interest will start accruing on the Loan Amount on the first calendar day following the Effective Date and will continue to accrue until all amounts owed under this Note are paid in full. The Finance Charge and Total of Payments listed on the Truth in Lending Disclosures are estimates based upon the assumption that all Monthly Payments will be made on time. If Monthly Payments are made before or after the applicable due dates, the actual amount of Finance Charge and Total of Payments may be less or more than that what appears in the Truth in Lending Disclosure.

c. Interest Rate. This Loan bears interest during each calendar month beginning on the Effective Date until paid in full at a rate of 25.26% per year.

d. Maturity. When your loan matures, you agree to pay in full any unpaid amounts payable under this Note.

e. Payment Method. Payment may be made by check or electronic funds transfer. Payment by check may be made by sending a personal check: (1) by standard US Mail to: Upgrade, Inc., Dept. LA 24576, Pasadena, CA 91185-4576, or (2) by courier (FedEx, UPS, etc.) to: Upgrade, Inc, 24576, 14005 Live Oak Ave., Irwindale, CA 91706-1300. We may change these addresses from time to time, and we will notify you of the new address for payments.

f. Electronic Check Conversion. If you present a check for payment, you authorize us: (1) to use the information from your check to make an electronic funds transfer from your account; or (2) to process the transaction as a check. Please note, if we elect to use your check for an electronic funds transfer, funds may be withdrawn from your account as soon as the same day your check is received and you may not receive the check back from your financial institution.

g. Prepayment. You may make additional payments to prepay your loan in whole or in part at any time without penalty. Prepayments will not change your Monthly Payment, or your obligation to make scheduled Monthly Payments on each Subsequent Payment Date but your final payment amount may be smaller than the payment amount shown in the Truth in Lending Disclosure or you may reduce the total number of Monthly Payments required to repay your loan as shown in the Truth in Lending Disclosure. The amount of any origination fee that exceeds 5% of the total loan amount is applied on a pro-rata basis over the term of the loan, and any unapplied portion of the origination fee will be refunded to you in the event that you pay your loan in full prior to its maturity date.

3. FEES. We will also charge you and you agree to pay the following fees to the extent permitted by applicable law.

a. **Insufficient Funds/Returned Payment Fee.** You will be charged a non-refundable fee of ten dollars ($10) for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.

b. **Late Payment Fee.** If a payment is more than fifteen (15) days late, we will charge you a nonrefundable late fee of ten dollars ($10.00).

c. **Loan Origination Fee.** We will deduct a loan origination fee in the amount shown in the Truth in Lending Disclosure from the Principal Amount of Loan as shown in the Itemization of the Amount Financed contained in the Truth in Lending Disclosure.

d. **Debit Card Fee.** You are not required to make payments by use of a debit card. If the option is offered and you do use a debit card to make a payment of any kind, a third-party payment processor may charge you a service fee, which will be disclosed to you prior to your use of the service. Payment by debit card is optional and not a condition of obtaining a loan with us. Fees for this optional service are neither charged nor collected by WebBank or Upgrade.

4. DEFAULT. You will be in default under this Note if:

a. you fail to make any payment under this Note on the date such payment is due;

b. you fail to perform any of your obligations under this Note and you fail to cure such failure to perform to our reasonable satisfaction within thirty (30) days after receiving notice from us of your failure to perform;

c. any representation made by you in, or in connection with your Application or this Note is false in any material respect when made;

d. any of the following occurs (each a "Bankruptcy Event"): (1) you make an application for the appointment of a receiver, trustee or

custodian or a receiver, trustee or custodian is appointed for you or a majority of your assets; (2) you initiate or consent to any legal proceedings under the Bankruptcy Code, or equivalent law providing for the relief of debtors; (3) you make an assignment for the benefit of creditors; or (4) you have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of being filing.

e. you die.

5. REMEDIES. Our remedies if you default on this Note include the following (to the fullest extent permitted by law):

a. General. In the event that you are in default under this Note, we may:

(1) declare our loan to you immediately due and payable, except that your loan will become immediately due and payable to us under a Bankruptcy Event, regardless of whether or not we take any action;

(2) provide a report to the credit bureaus regarding your payment history and status of default (which may negatively affect your credit record);

(3) pursue any other remedies available to us under applicable law.

b. Loan Acceleration. If your loan is immediately due and payable, you must promptly pay in full the unpaid principal amount of the loan, all accrued interest, and any other amounts and fees payable under this Note.

c. Cost Reimbursement; Application of Proceeds. You agree to promptly reimburse us, with interest, for all costs and expenses incurred in exercising our remedies related to this Note, including reasonable attorneys' fees and the costs of collection after default. Our rights under this Note are cumulative and we may exercise these rights at any time if you default.

In the event that we exercise any of our rights or remedies under this Note, you will continue to be in default until such time that you pay to us all amounts due to us and you have cured any and all defaults. Our failure to take any action or delay taking any action related to your default, does not waive, or imply a waiver of, any of our rights under this Note.

6. TERMINATION. This Note will terminate after you have paid in full all amounts payable by you under this Note. The terms of this Note that would, by their express nature, survive the termination of this Note (including the provisions under "Governing Law and Miscellaneous, Arbitration Agreement," "Notices and Other Information," "Limitation of Liability" and "Termination") will survive and be enforceable under this Note.

7. NOTICES AND OTHER INFORMATION. You consent to receive through electronic delivery, either via electronic mail at your registered email address or delivery to your online account, of all notices, records, disclosures and other information related to this Note ("Electronic Records") as further provided in the E-Sign Disclosure and Consent to Electronic Receipt of Loan Disclosures provided to you at the time of your Application. We may in our discretion deliver certain records to you in paper form to your last postal service mailing address of record. You must advise us immediately of any changes or updates to, inactivity of or operational problems with your registered email address. You agree that the federal Electronic Signatures in Global and National Commerce Act apply to this Note and our ability to conduct business with you by electronic means. All provisions of any Electronic Records are binding on you just as if they were delivered in paper to one of the addresses listed on the Truth in Lending Disclosure. As described when you provided your phone number in the Application, we may contact you at any phone number you provide. When you give us your mobile phone number, we have your consent to contact you at that number about your loan. Your consent allows us to use text messaging, automatic dialing technology and artificial or prerecorded voice messages for informational and loan service calls, but not for sales or telemarketing calls. It may include contact from companies working on our behalf to service your loan. Message and data rates may apply. You may contact us at any time to change these preferences.

8. WAIVERS. To the fullest extent permitted by applicable law, no extension of time for payment of any part of the amount due under this Note, and no alteration, amendment or waiver of any provision of this Note shall release, modify, amend, waive, extend, change, discharge, terminate or affect your unconditional liability, and that at any other person or party who may become liable for the payment of all or part of the amount due under this Note.

9. CREDIT REPORTS AND MONITORING. We may obtain credit reports on you on an ongoing basis until this Loan is paid in full. We may report information concerning your performance under this Note to credit reporting agencies. Late payments, missed payments or other defaults on this Note may be reflected in your credit report. If you believe we inaccurately reported information about you or this Note to a credit reporting agency, call (855) 997-3100 or send an email to us at creditreporting@upgrade.com. You will need to provide the date of your loan along with copy of your credit bureau report reflecting the information that you believe is inaccurate.

10. ASSIGNMENT. You may not assign or transfer your rights or obligations under this Note without our prior written consent. We may assign or transfer all or a portion of this Note and the related documents to a third party or an affiliate. Our rights under this Note shall inure to the benefit of our successors and assigns and your obligations under this Note shall be binding upon your heirs, personal representatives and permitted assigns.

11. LIMITATION OF LIABILITY. OUR LIABILITY TO YOU UNDER THIS NOTE, IF ANY, SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.

12. GOVERNING LAW AND MISCELLANEOUS.

Unless expressly provided otherwise in this Note, federal law and the laws of the state of Utah, as applicable, govern this Note. 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 us and you. This Note represents the entire agreement between you and us regarding your loan.

13. ARBITRATION AGREEMENT

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. UNLESS YOU REJECT THIS PROVISION AS PROVIDED BELOW, BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL

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HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OF THE ARBITRATOR, **OR TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE ACTION.**

Rejection of This Arbitration Agreement. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to WebBank, c/o Upgrade, Inc., 275 Battery Street, 23rd Floor, San Francisco, CA 94111, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Note.

Arbitration Agreement. You agree that any dispute between us (a "Dispute") shall be resolved exclusively by arbitration. A Dispute is any unresolved disagreement between us that arises out of or relates in any way to this Agreement, the loan or the relationship between you and us (including Upgrade and any assignee or holder of the loan). A Dispute also includes any disagreement about whether this arbitration agreement ("Arbitration Agreement") is enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement. However, in the event of a default, nothing in this Arbitration Agreement shall preclude us from exercising the lawful remedies of a creditor under applicable law, including, but not limited to set off. The scope of this Arbitration Agreement shall be given the broadest possible interpretation that is enforceable.

Unless otherwise agreed to in writing by the parties to this Arbitration Agreement, the arbitration, including the selecting of the arbitrator, will be administered by the Judicial Alternatives and Mediation Services ("JAMS"), under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed to by the parties within thirty (30) days of the commencement of the arbitration. In the event that the parties are not able to agree on an arbitrator within 30 days, one will be selected by JAMS. In the event that JAMS is not available to administer the arbitration, either of us may petition a court with jurisdiction to appoint an arbitrator.

Notwithstanding the provisions of this Note specifying the governing law of this Note, the arbitration provisions of this Note will be governed exclusively by the Federal Arbitration Act (Title 9 of the U.S. Code).

Either party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, or to obtain a copy of the JAMS arbitration rules you can call JAMS at 1-800-352-5267 or review the materials on their website at www.jamsadr.com. In the case of a conflict between the rules of JAMS and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you will be required to pay the first one hundred seventy-five dollars ($175) of any filing fee. We will pay any filing fees in excess of one hundred seventy-five dollars ($175) and we will pay all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. We will each bear all of our own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than our last written settlement offer, or if applicable law provides you a right to recover attorney's fees and costs.

The arbitration shall be held in the federal judicial district where you reside. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis, and the arbitrator will not award relief for or against anyone who is not a Party. In the event the preceding sentence is deemed unenforceable for any reason by an arbitrator or a court of competent jurisdiction, such determination shall automatically render the remaining arbitration provisions (but not the jury trial waiver provisions) of this Section 13 unenforceable as to the affected dispute(s).

Subject to the foregoing provisions regarding attorney's fees and costs, the arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Arbitration Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OF THE ARBITRATOR, OR TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE ACTION.

14. REGISTRATION OF LOAN OWNERS. You appoint Upgrade, Inc. as your authorized agent (in such capacity, the "Loan Registrar") to maintain a book-entry system (the "Register") for recording the owner of this Loan (the "Loan Owners"). The person or persons identified as the Loan Owners in the Register shall be deemed to be the owner(s) of this Loan for purposes of receiving payment of principal and interest on such Loan and for all other purposes. You acknowledge that the Loan Registrar maintains the only authoritative copy of this Loan. With respect to any transfer by a Loan Owner of its beneficial interest in this Loan, the right to payment of principal and interest on this Loan shall not be effective until the transfer is recorded in the Register.

15. MILITARY LENDING ACT DISCLOSURE. 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 fees charged (other than certain participation fees for a credit card account).

Your payment obligation is shown on the Truth in Lending Disclosure. Please 1(855) 511-7676 to have this disclosure provided to you orally. If you are a member of the Armed Forces or a dependent, certain terms of this Note prohibited under the Military Lending Act, including but not limited to the Arbitration Agreement contained in Section 13 above, will not apply to you.

16. ELECTRONIC TRANSACTIONS. THIS NOTE INCLUDES YOUR EXPRESS CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE SEPARATE DOCUMENT TITLED, "ESIGN ACT CONSENT," THE TERMS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN IN THEIR ENTIRETY.

17. STATE LAW NOTICES AND DISCLOSURES

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account. If Lender takes any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is base, in whole or in party, on any information contained in a consumer credit report, Borrower has the right to obtain within 60 days a free copy of Borrower's consumer credit report from the

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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 NEW YORK RESIDENTS: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be included your credit report.

CALIFORNIA and UTAH RESIDENTS: 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.

MAINE, NEW YORK and VERMONT RESIDENTS: A consumer credit report may be requested in connection with your application or in connection with updates, renewals or extensions of any credit granted as a result of your application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

MARYLAND RESIDENTS ONLY: Lender elects 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 Lender's authority under federal law (12 U.S.C. 85, 1463(g) or 1831(d) as appropriate) and related regulations and interpretations, which authority Lender expressly reserves.

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

MISSOURI AND NEBRASKA RESIDENTS ONLY: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A BEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER) AND US (LENDER) 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.

OHIO RESIDENTS ONLY: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

MARRIED WISCONSIN RESIDENTS ONLY: No provision of any marital agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by signing this Loan Agreement, you are confirming that this loan obligation is being incurred in the interest of your marriage and your family. If the loan for which you are applying is granted, you will notify the Lender if you have a spouse who needs to receive notification that credit has been extended to you.

KANSAS and WISCONSIN RESIDENTS: NOTICE TO CUSTOMER: (A) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED; (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES; (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN; AND (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE OF THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Julie Evenson

[redacted]0661

BY: UPGRADE, INC.

ATTORNEY-IN-FACT FOR Julie Evenson

(Signed Electronically)

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EXHIBIT 2

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ASSIGNMENT OF LEGAL TITLE

ASSIGNMENT OF LEGAL TITLE, dated as of October 1, 2021 (this "Assignment of Legal Title"), executed between Spring Oaks Capital SPV, LLC, as Purchaser (the "Purchaser"), and Spring Oaks Capital, LLC,as Seller (the "Seller").

W I T N E S S E T H

WHEREAS, the Purchaser and the Seller are parties to the Purchase Agreement, dated as of November 12, 2020 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), between the Purchaser and the Seller;

WHEREAS, all right, title and interest to the Portfolios, Related Receivables and related Other Conveyed Property (as each such term is defined in the Purchase Agreement) was previously assigned from Seller to Purchaser on the dates set forth in the executed Assignments between Seller and Purchaser referenced in Schedule A attached hereto (and associated electronic files listing each account), other than legal title to the Portfolios which had remained with Seller pursuant to Section 6(a) of the applicable Assignment; and

WHEREAS, pursuant to the Purchase Agreement, the Seller now wishes to sell and/or contribute legal title to the Portfolios (as each such term is defined in the Purchase Agreement) to the Purchaser hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller, intending to be legally bound, hereby agree as follows:

1. Definitions. All terms defined in the Purchase Agreement (whether directly or by reference to other documents) and used herein shall have such defined meanings when used herein, unless otherwise defined herein.

2. Conveyance of Receivables. Subject to the conditions specified in Section 2.1 of the Purchase Agreement and subject to the mutually agreed upon terms contained in the Purchase Agreement, the Seller does hereby sell, transfer, assign, set over and otherwise convey to the Purchaser, without recourse (subject to the obligations set forth herein and in the Purchase Agreement) all right, title and interest of the Seller in and to the following:

Legal title to the Portfolios listed on Schedule A to this Assignment of Legal Title

3. Restatement of Representations and Warranties of Seller. The Seller hereby restates the representations and warranties set forth in Sections 3.1 of the Purchase Agreement (with respect to the Portfolios and the Related Receivables specified in the attached addendum tothe Schedule of Receivables attached as Schedule A hereto) and Section 4 of the Credit Agreement with full force and effect as if the same were fully set forth herein. The Seller hereby certifies that

all conditions precedent set forth in Section 2.1(b) of the Purchase Agreement have been satisfied.

4. Restatement of Representations and Warranties of Purchaser. The Purchaser hereby restates the representations and warranties set forth in Section 4.1 of the PurchaseAgreement with full force and effect as if the same were fully set forth herein. The Purchaser hereby certifies that all conditions precedent set forth in Section 2.1(b) of the Purchase Agreement and Sections 3.1 and 3.2 of the Credit Agreement, as applicable, have been satisfied.

5. Transfer and Sale of Receivables. The Seller hereby certifies that the Portfolios, Related Receivables and Other Conveyed Property transferred to the Purchaser hereunder are free and clear of all Liens (other than Permitted Liens) and that the beneficial interest in and title to such Related Receivables and Other Conveyed Property shall not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law. In the event that, notwithstanding the intent of the Seller, the transfer and assignment contemplated hereby and under the Purchase Agreement is held not to be a sale or contribution, the transfer and assignment of such Portfolios, Related Receivables and Other Conveyed Property hereunder shall constitute, and the Seller hereby grants to the Purchaser, to secure its obligations hereunder, a security interest in the property referred to in Section 2 above, which security interest has been assigned to the Collateral Agent for the benefit of the Secured Parties, and this Assignment of Legal Title and the Purchase Agreement shall each constitute a security agreement under applicable law.

6. Counterparts. This Assignment of Legal Title may be executed in two or more counterparts,each of which shall be an original, but all of which together shall constitute one and the same Instrument.

7. Governing Law. THIS ASSIGNMENT OF LEGAL TITLE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS ANDREMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment of Legal Title to be dulyexecuted and delivered by their respective duly authorized officers on the day and year firstabove written.

SPRING OAKS CAPITAL SPV, LLC,
as Purchaser

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

SPRING OAKS CAPITAL, LLC,
as Seller

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

[signature page to Assignment of Legal Title dated 10-1-2021]

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EXHIBIT II

BILL OF SALE

Upgrade, Inc., a Delaware corporation ("Seller") and Spring Oaks Capital, LLC a Delaware limited liability company ("Buyer") executed a Purchase Agreement – Forward Flow dated March 24, 2021 ("Agreement").

For value received and in further consideration of the mutual covenants and conditions set forth in the Agreement, the Investors referenced in Exhibit I hereby transfer(s), sell(s), conveys(s), grant(s), and deliver(s) to Buyer, its successors and assigns the Accounts as set forth in the Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on the Closing Date.

On July 19, 2021, each Investor referenced will sell (or cause to be sold) a pool of Accounts held by such Investors and described in the Account Schedule attached to this Bill of Sale;

Seller represents and warrants that each of the undersigned Investors has executed a limited power of attorney between such Investor and Seller wherein a designated power is for Seller to act as attorney-in-fact for such Investor and to execute this Bill of Sale on behalf of such Investor and take any action and execute any instruments or documents that Seller may deem reasonably necessary or advisable in connection with the transfers contemplated thereby.

Lot Number: [redacted]

Total Unpaid Balance: [redacted]

Number of Accounts: [redacted]

DATED: July 19, 2021

SELLER: Alternative Lending Holdings Trust II
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Carter Federal Credit Union
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

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SELLER: Cross River Bank
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: DL INVESTMENT Sàrl
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: FinEx Asia Global Fintech SPC
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Franklin Strategic Income Fund
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Green State Credit Union
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: IBI Investment House
By: Upgrade, Inc., as attorney-in-fact

Not an Official Court Document

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By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Loan Asset Issuer II LLC, Series 2020-1
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Loan Asset Issuer LLC
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Loan Asset Issuer LLC Series 2020-2
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Loan Asset Issuer LLC, Series 2020 M-1
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya AI Debt Selection Grantor Trust 2020-2
By: Upgrade, Inc., as attorney-in-fact

By: _____

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Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya AI Debt Selection Grantor Trust 2020-3
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya AI Debt Selection Grantor Trust 2020-4
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya Fund by Meitav Dash LP
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya Fund by Meitav Dash LP Expanded
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya Funding Trust II
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

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SELLER: Pagaya Optimum, Limited Partnership
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya Optimum, Limited Partnership Active Core
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Pagaya Optimum, Limited Partnership EP
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Presidential Bank, FSB
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Telhio Credit Union
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

Not an Official Court Document

SELLER: Upgrade Grantor Certificate Trust 2018-1
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Upgrade Grantor Certificate Trust 2019-1
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Upgrade Grantor Certificate Trust 2019-2
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Upgrade VFN Trust II
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Valley Strong Credit Union
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Wilmington Savings Fund Society, FSB, as owner trustee for Upgrade Pass-Thru Trust I
By: Upgrade, Inc., as attorney-in-fact

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By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Wilmington Savings Fund Society, FSB, as owner trustee for Upgrade Pass-Thru Trust II
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Wilmington Savings Fund Society, FSB, as owner trustee for Upgrade Pass-Thru Trust III
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Wilmington Savings Fund Society, FSB, as trustee for Upgrade VFN Trust I
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

SELLER: Wilmington Trust, National Association as owner trustee for Upgrade Master Pass-Thru Trust
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

Not an Official Court Document

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SELLER: Wilmington Trust, National Association, as owner trustee for UCL Funding Trust 2018-1
By: Upgrade, Inc., as attorney-in-fact

By: _____

Name (print): Michael Young
Title: Director, Servicing

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ASSIGNMENT OF LEGAL TITLE

ASSIGNMENT OF LEGAL TITLE, dated as of October 1, 2021 (this "Assignment of Legal Title"), executed between Spring Oaks Capital SPV, LLC, as Purchaser (the "Purchaser"), and Spring Oaks Capital, LLC,as Seller (the "Seller").

W I T N E S S E T H

WHEREAS, the Purchaser and the Seller are parties to the Purchase Agreement, dated as of November 12, 2020 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), between the Purchaser and the Seller;

WHEREAS, all right, title and interest to the Portfolios, Related Receivables and related Other Conveyed Property (as each such term is defined in the Purchase Agreement) was previously assigned from Seller to Purchaser on the dates set forth in the executed Assignments between Seller and Purchaser referenced in Schedule A attached hereto (and associated electronic files listing each account), other than legal title to the Portfolios which had remained with Seller pursuant to Section 6(a) of the applicable Assignment; and

WHEREAS, pursuant to the Purchase Agreement, the Seller now wishes to sell and/or contribute legal title to the Portfolios (as each such term is defined in the Purchase Agreement) to the Purchaser hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller, intending to be legally bound, hereby agree as follows:

1. Definitions. All terms defined in the Purchase Agreement (whether directly or by reference to other documents) and used herein shall have such defined meanings when used herein, unless otherwise defined herein.

2. Conveyance of Receivables. Subject to the conditions specified in Section 2.1 of the Purchase Agreement and subject to the mutually agreed upon terms contained in the Purchase Agreement, the Seller does hereby sell, transfer, assign, set over and otherwise convey to the Purchaser, without recourse (subject to the obligations set forth herein and in the Purchase Agreement) all right, title and interest of the Seller in and to the following:

Legal title to the Portfolios listed on Schedule A to this Assignment of Legal Title

3. Restatement of Representations and Warranties of Seller. The Seller hereby restates the representations and warranties set forth in Sections 3.1 of the Purchase Agreement (with respect to the Portfolios and the Related Receivables specified in the attached addendum tothe Schedule of Receivables attached as Schedule A hereto) and Section 4 of the Credit Agreement with full force and effect as if the same were fully set forth herein. The Seller hereby certifies that

all conditions precedent set forth in Section 2.1(b) of the Purchase Agreement have been satisfied.

4. Restatement of Representations and Warranties of Purchaser. The Purchaser hereby restates the representations and warranties set forth in Section 4.1 of the PurchaseAgreement with full force and effect as if the same were fully set forth herein. The Purchaser hereby certifies that all conditions precedent set forth in Section 2.1(b) of the Purchase Agreement and Sections 3.1 and 3.2 of the Credit Agreement, as applicable, have been satisfied.

5. Transfer and Sale of Receivables. The Seller hereby certifies that the Portfolios, Related Receivables and Other Conveyed Property transferred to the Purchaser hereunder are free and clear of all Liens (other than Permitted Liens) and that the beneficial interest in and title to such Related Receivables and Other Conveyed Property shall not be part of the Seller's estate in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law. In the event that, notwithstanding the intent of the Seller, the transfer and assignment contemplated hereby and under the Purchase Agreement is held not to be a sale or contribution, the transfer and assignment of such Portfolios, Related Receivables and Other Conveyed Property hereunder shall constitute, and the Seller hereby grants to the Purchaser, to secure its obligations hereunder, a security interest in the property referred to in Section 2 above, which security interest has been assigned to the Collateral Agent for the benefit of the Secured Parties, and this Assignment of Legal Title and the Purchase Agreement shall each constitute a security agreement under applicable law.

6. Counterparts. This Assignment of Legal Title may be executed in two or more counterparts,each of which shall be an original, but all of which together shall constitute one and the same Instrument.

7. Governing Law. THIS ASSIGNMENT OF LEGAL TITLE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS ANDREMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment of Legal Title to be dulyexecuted and delivered by their respective duly authorized officers on the day and year firstabove written.

SPRING OAKS CAPITAL SPV, LLC,
as Purchaser

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

SPRING OAKS CAPITAL, LLC,
as Seller

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

[signature page to Assignment of Legal Title dated 10-1-2021]

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SCHEDULE A

Electronic files Associated with the following Assignments:

Mariner Portfolio- Assignment-November 13, 2020
Upgrade Portfolio- Assignment- November 19, 2020
Upgrade Portfolio-Assignment-December 23, 2020
Upgrade Portfolio-Assignment-January 25, 2021
Advance Financial Portfolio-Assignment-February 2, 2021
Upgrade Portfolio-Assignment-February 25, 2021
Upgrade Portfolio-Assignment-March 24, 2021
Upgrade Portfolio-Assignment-April 22, 2021
Upgrade Portfolio-Assignment-May 21, 2021
Upgrade Portfolio-Assignment-June 25, 2021
Genesis Portfolio-Assignment-June 30, 2021
Advance Financial-Assignment-July 9, 2021
Upgrade Portfolio-Assignment-July 19, 2021
Diverse (DNF Associates) Portfolio-Assignment July 23, 2021
Genesis Portfolio-Assignment-July 31, 2021
Prosper Portfolio-Assignment-August 23, 2021
Upgrade Portfolio-Assignment- August 24, 2021
Genesis Portfolio-Assignment-August 31, 2021
Upgrade Portfolio-Assignment-September 21, 2021
Genesis Portfolio-Assignment September 30, 2021
First National Bank of Omaha Portfolio-Assignment September 30, 2021

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FIRST AMENDMENT TO ASSIGNMENT OF LEGAL TITLE DATED OCTOBER 1, 2021

FIRST AMENDMENT TO ASSIGNMENT OF LEGAL TITLE DATED OCTOBER 1, 2021, (this "First Amendment"), executed between Spring Oaks Capital SPV, LLC, as Purchaser (the "Purchaser"), and Spring Oaks Capital, LLC,as Seller (the "Seller") on February 2, 2023.

W I T N E S S E T H

WHEREAS, the Purchaser and the Seller are parties to the Purchase Agreement, dated as of November 12, 2020 (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement"), between the Purchaser and the Seller;

WHEREAS, the Purchaser and the Seller executed an Assignment to Legal Title dated October 1, 2021 ("October 1, 2021 Assignment") and identified typographical errors which they wish to correct with this First Amendment;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller, intending to be legally bound, hereby agree as follows:

1. Definitions. All terms defined in the Purchase Agreement (whether directly or by reference to other documents) and used herein shall have such defined meanings when used herein, unless otherwise defined herein.

2. Schedule A of the October 1, 2021 Assignment is deleted and replaced with the Schedule A attached hereto.

3. Except as modified herein, all other terms of the October 1, 2021 Assignment shall remain in full force and effect.

4. Counterparts. This First Amendment may be executed in two or more counterparts,each of which shall be an original, but all of which together shall constitute one and the same Instrument.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this First Amendment To Assignment Of Legal Title Dated October 1, 2021 to be dulyexecuted and delivered by their respective duly authorized officers on the day and year firstabove written.

SPRING OAKS CAPITAL SPV, LLC,
as Purchaser

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

SPRING OAKS CAPITAL, LLC,
as Seller

By:_____
Name: Timothy Stapleford
Title: President and Chief Executive Officer

[signature page to First Amendment To Assignment Of Legal Title Dated October 1, 2021]

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SCHEDULE A

Electronic files Associated with the following Assignments:

Mariner Portfolio- Assignment-November 13, 2020
Upgrade Portfolio- Assignment- November 19, 2020
Upgrade Portfolio-Assignment-December 23, 2020
Upgrade Portfolio-Assignment-January 25, 2021
Advance Financial Portfolio-Assignment-February 2, 2021
Upgrade Portfolio-Assignment-February 25, 2021
Upgrade Portfolio-Assignment-March 24, 2021
Upgrade Portfolio-Assignment-April 22, 2021
Upgrade Portfolio-Assignment-May 21, 2021
Upgrade Portfolio-Assignment-June 25, 2021
Genesis Portfolio-Assignment-June 30, 2021
Advance Financial-Assignment-July 9, 2021
Upgrade Portfolio-Assignment-July 19, 2021
Diverse (DNF Associates) Portfolio-Assignment July 23, 2021
Genesis Portfolio-Assignment-July 31, 2021
Prosper Portfolio-Assignment-August 23, 2021
Upgrade Portfolio-Assignment- August 24, 2021
Genesis Portfolio-Assignment-August 31, 2021
Upgrade Portfolio-Assignment-September 21, 2021
Genesis Portfolio-Assignment September 30, 2021
First National Bank of Omaha Portfolio-Assignment September 30, 2021

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Field	Field Data
Original Account Number:	[redacted]9661
Original Lender Name:	WEBBANK
Social Security Number:	[redacted]
Last Name:	Evenson
First Name + Middle Name:	Julie
Address:	4590 HIGHWAY 240
City:	ROCHEPORT
State:	MO
Zip:	65279--9604
Open Date:	2019-11-20
Lender Last Pay Amount:	$267.71
Charge Off Date:	2021-06-25
Charge Off Balance:	$5,677.40
Sale Amount:	$5,677.40
Date of Birth:	[redacted]
Home Phone:	[redacted]

Data printed from electronic records provided by Upgrade, Inc. pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 07/19/2021 in connection with the sale of accounts from Upgrade, Inc. to Spring Oaks Capital, LLC

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EXHIBIT 3

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IN THE CIRCUIT COURT OF BOONE COUNTY
CIRCUIT DIVISION
STATE OF MISSOURI

Spring Oaks Capital SPV, LLC
Plaintiff, Cause No.
vs.
Julie Evenson Division No.:
Defendant(s).

VERIFICATION

I, the undersigned attorney, of lawful age, state that my office accessed the Defense Manpower Data Center website and conducted a search of Defendant's first name, last name, and social security number, and found no records of Defendant as an active Servicemember in Military Service of the Armed Forces of the United States of America, as those terms are defined in the Servicemembers Civil Relief Act, 50 U.S.C. § 3931.

/s/ Ferdinand Hernandez 9/13/2023

Under penalty of perjury provided by law pursuant to Section 509.030 of the Missouri Revised Statutes the above signed certifies that the statements set forth in this instrument are true and correct to the best of my information, knowledge and belief. Date

Blitt and Gaines, P.C.
Attorney for Plaintiff
707 North Second Street, Suite 306
St. Louis, MO 63102
(888) 920-0620 TTY: 711
(847) 499-7599 F
pleadings2@blittandgaines.com
22058294

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Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: EVENSON
First Name: JULIE
Middle Name:
Status As Of: Sep-13-2023
Certificate ID: S83CFKKBDLN19F2

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

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