

FREE CHEAT SHEET FOR FIGURING OUT BILL OF SALES AND ASSIGNMENTS

Who, What, Why, How, Where and When

Explain what I mean by the above and use it as a prism to look through to examine the document:

[] **Who:** The company Selling or Assigning. If they are not the original creditor, there must be an assignment to that company Selling or Assigning the thing to the Assignee or Plaintiff in your case. Good example is your average Velocity Investments Bill of Sale:

[] **What:** What is being assigned or sold and how? Accounts, Receivables, those certain receivables, and to what extent? Without recourse. Pursuant to a Forward Flow Agreement? The debt must be inside the assignment. Excerpt? Must be designated as part of the Bill of Sale and Assignment if not attached. Case law requires this. Car Title analogy.

[] **Why:** Why is the debt or account being effectuated by this signor or company. **Why is one person signing for several companies and is there a notary or certification.**

[] **How:** Through the above Forward Flow or Pursuant to its terms and conditions? Must have the Forward Flow agreement. Get it and win.

[] **Where:** Where is the document being sued and by whom. What authority does the signor have?

[] **When:** Check those dates, the agreement is supposedly executed and then the date of the signor. Confirming documents should confirm the details and not contradict it.

Look at the Bill of Sales and Assignments and use Cheat Sheet.

Other Considerations:

[] Look for proof that the Signor or Notary are who they say they are and are following signature rules of your state.

[] Ask for the Forward Flow Agreement ALWAYS. Debt buyers, creditors, law firms etc. don't want this and will fight you-all the secrets show the debt is really sold as is.

[] Know the assignment law in your state. Some states say the debt has not right to complain about the assignment it is not a party to. Exception to that is if you can show or prove document is void or voidable. See above two considerations.

[] What do the pleadings allege about the Bill of Sale or Assignment.

BILL OF SALE

For value received and pursuant to the terms and conditions of the Purchase and Sale Agreement dated April 3, 2018, Upstart Funding Grantor Trust 2021-3, as "Initial Seller", and on behalf of Additional Sellers as "Servicer") hereby assigns effective as of March 28, 2022 (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 Velocity Investments, LLC ("Purchaser").

UPSTART NETWORK, INC., as [INITIAL SELLER] [SERVICER] on behalf of Upstart Funding Grantor Trust 2021-3

By: Sanjay Datta Date: 3/24/2022 Title: CFO



Loan id	Purchase Price
L1214908	[REDACTED]
L1016877	[REDACTED]
L1096858	[REDACTED]
L651727	[REDACTED]
FW669926	[REDACTED]
FW1057854	[REDACTED]
L1020716	[REDACTED]
L1217497	[REDACTED]
L1123432	[REDACTED]
L992704	[REDACTED]
FW1242128	[REDACTED]
L1029625	[REDACTED]
FW966643	[REDACTED]
L669889	[REDACTED]
FW988465	[REDACTED]
FW620425	[REDACTED]
L1081190	[REDACTED]

(16)

synchrony

4500 Munson St NW
Canton OH 44718, U.S.

BILL of SALE

Resurgent Acquisitions, LLC (SCBRRCDs) – PLCC Venmo CAD BULK – June 2023

Transfer Date: 06/17/2023

For value received and in further consideration of the mutual covenants and conditions set forth in the Master Account Sale Agreement (the "Agreement"), dated as of this 13th day of February, 2023 by and between Synchrony Bank formerly known as GE Capital Retail Bank; RFS Holding, LLC, Synchrony Card Funding, LLC and Retail Finance Credit Services, LLC., ("Seller") and Resurgent Acquisitions, LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Accounts as set forth in the Notification Files (as defined in the Agreement and Account Sale Addendum dated 06/05/2023, delivered by Seller to Buyer on or about 17th day of June 2023, and as further described in the Agreement.

The aggregate Sale Balance of the accounts as of the Transfer Date was [REDACTED]

Synchrony Bank

DocuSigned by:
By: Lynne Fisher 7/5/2023
Lynne Fisher
Title: SVP Recovery Operations

RFS Holding LLC

DocuSigned by:
By: Lynne Fisher 7/5/2023
Lynne Fisher
Title: Duly Authorized Signatory

Synchrony Card Funding, LLC

DocuSigned by:
By: Lynne Fisher 7/5/2023
Lynne Fisher
Title: Duly Authorized Signatory

Retail Finance Credit Services, LLC

DocuSigned by:
By: Lynne Fisher 7/5/2023
Lynne Fisher
Title: Vice President

EXHIBIT II

BILL OF SALE

Upgrade, Inc., a Delaware corporation and UHG I LLC, a DE LLC ("Buyer") executed a Purchase Agreement – Forward Flow dated August 16, 2019 ("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 September 25, 2019, 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;

Upgrade, Inc. represents and warrants that each of the undersigned Investors has executed a limited power of attorney between such Investor and Upgrade, Inc. wherein a designated power is for Upgrade, Inc. 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 Upgrade, Inc. may deem reasonably necessary or advisable in connection with the transfers contemplated thereby.

Lot Number: 2

Total Unpaid Balance: [REDACTED]

Number of Accounts: [REDACTED]

DATED: September 25, 2019

SELLER(S): Upgrade, Inc.

By: Upgrade, Inc., as attorney-in-fact

DocuSigned by:
By: Michael Young
D16C30203453420...

Name (print): Michael Young

Title: Director, Loss Mitigation

AFFIDAVIT OF SALE OF ACCOUNT

State of Missouri
County of Platte

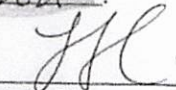
Lindy Cain, being duly sworn, deposes and says:

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

On or about March 30, 2021, CBNA sold a pool of charged-off accounts (the Accounts) by a Master Purchase and Sale Agreement dated February 25, 2020, Bill of Sale, and Addendum No 5 dated December 15, 2020 to UHG I LLC. As part of the sale of the Accounts, certain electronic records were transferred on individual accounts to the debt buyer. These records were kept in the ordinary course of business of creditor.

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

Signed this 1 day of April, 2021.



Lindy Cain

Sworn before me this 1 day of APR, 2021.



Notary Public

CAROLYN E. HUGHES
Notary Public - Notary Seal
of Missouri, Jackson County
Commission #14927304
Commission Expires Jan 26, 2022

(Notary Seal)

My Commission Expires: January 26, 2022