

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

Approved, SCAO

STATE OF MICHIGAN JUDICIAL DISTRICT 35TH JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS \$12,375.96	CASE NO. 211.....
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Court address: 660 Plymouth Rd, PLYMOUTH MI 48170
 Court telephone no.: 734/459-4740

Plaintiff's name(s), address(es), and telephone no(s).
VELOCITY INVESTMENTS LLC
 20013274

Defendant's name(s), address(es), and telephone no(s).
 [Empty box]

Plaintiff's attorney, bar no., address, and telephone no.
BERNDT, BEACH & ASSOCIATES P.C
 Michael J. Beach P45459
 30500 Van Dyke, Ste 702
 Warren, MI 48093/ (586) 558-9000

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where

it was given case number _____ and assigned to Judge _____

The action remains is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date	Court clerk
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

STATE OF MICHIGAN
IN THE 35TH DISTRICT COURT

Velocity Investments, LLC,

Plaintiff,

vs.


Defendant(s).

COMPLAINT

1. That Defendant(s) entered into an agreement for the extension of credit with Lending Club Corp. assignee of WebBank, account, # ****8555.
2. That Plaintiff is the assignee of this debt obligation with full rights to collection of the same. Exhibit A.
3. That Defendant(s) requested and accepted the extension of credit, thereby agreeing to all of the terms and conditions contained in the agreement. Exhibit B.
4. That pursuant to the agreement for the extension of credit, Defendant(s) was to repay this account in monthly installment payments.
5. That Defendant defaulted on the agreement by failing to make payments as required leaving a total balance due and owing by Defendant(s) to the Plaintiff in the amount of \$12,375.96.
6. That although often requested to do so, Defendant(s) has/have failed and neglected to pay said sum.
7. That Plaintiff's allegations are supported by the attached Affidavit and/or Statement(s) of Account and/or other documentary evidence of indebtedness.

WHEREFORE, Plaintiff prays for Judgment against Defendant(s) in the sum of \$12,375.96, plus allowable costs, accrued interest and statutory attorney fee.

BERNDT BEACH & ASSOCIATES, P.C.


Karol A. Berndt, P36822
Michael J. Beach, P45459
Ashley M. Nonis-Hartman, P77029
Thomas P. Duquette, P82958
30500 Van Dyke, Suite 702
Warren, Michigan 48093
(586) 558-9000

Plaintiff
WF



EXHIBIT

BILL OF SALE

LendingClub Corporation, a Delaware corporation ("LendingClub") and Velocity Investments, LLC, a New Jersey limited liability company ("Buyer") executed an Account Purchase Agreement - Forward Flow dated as of October 21, 2019 ("Agreement"). The terms of the Agreement will govern this Bill of Sale and any capitalized but undefined terms herein will have the meanings given to such terms in the Agreement.

For value received and in further consideration of the mutual covenants and conditions set forth in the Agreement, the Investors referenced in the data file named Lot19-1100_LendingClub_FinalData.xlsx hereby transfer(s), sell(s), conveys(s), grant(s), and deliver(s) 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 Account Schedule attached hereto as Exhibit I delivered by Seller to Buyer on the Closing Date, and as further described in the Agreement.

Pursuant to the Agreement, on November 26, 2019, the Closing Date, each Investor 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;

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

Lot Number: 19-1100
Total Unpaid Balance: \$20,086,278.02
Number of Accounts: 1,954

DATED: November 26, 2019

SELLER: LC Trust I

By: LENDINGCLUB CORPORATION, as Administrator

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel

SELLER: LendingClub Corporation

By: Brandon Pace
Name (print): Brandon Pace
Title: General Counsel