IN THE SUPERIOR COURT OF HENRY COUNTY
STATE OF GEORGIA

EFILED IN OFFICE
CLERK OF SUPERIOR COURT
HENRY COUNTY, GEORGIA
SUCV2026000833
DR
MAR 12, 2026 01:12 PM
Sabriya Hill, Clerk
Henry County, Georgia

FIRST PORTFOLIO VENTURES II, LLC ASSIGNEE OF FIGURE LENDING LLC

Plaintiff,

vs.

CIVIL ACTION FILE NO.

MISHAEL WHITE

Defendant.

SUIT ON CONTRACT

COMES NOW Plaintiff and files this action against Defendant and states:

1. Defendant is a resident of this county, and is subject to the jurisdiction of this Court.
2. Defendant resides and may be served at [redacted]
3. Defendant executed a electronic transaction entering into a loan agreement, identified as account number *-*****-707, with Figure Lending LLC.
4. Defendant received the loan proceeds.
5. Defendant breached the loan agreement by failing to pay as agreed and left a balance due of $19,608.89.
6. Plaintiff purchased the loan agreement and received written assignment of the debt at issue in this action.
7. Despite demand by Plaintiff, Defendant has failed to pay the amount due on the loan account.
8. Defendant is liable to Plaintiff for the sum of $19,608.89 in principal, $.00 in interest and fees.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of $19,608.89 in principal, $.00 in interest and fees, and $266.50 as court costs.

This day of February 26, 2026.

Roy D. Reagin Jr.
Georgia Bar #597235
Ragan & Ragan PC.
3100 Breckinridge Blvd. Suite 722
Duluth, Georgia 30096
t.678-206-0621
f.678-206-2220
chipr@raganlawga.com
Attorney for Plaintiff

GA274915

LENDER Figure Lending LLC 15720 Brixham Hill Ave, Suite 300 Charlotte, NC 28277	BORROWER AND MAILING ADDRESS Mishael White [redacted] JONESBORO, GA 30238
License/NMLS #[redacted]7824	
Loan Identification Number:[redacted]0-707	Principal amount of Loan: $21,678.41
Agreement Date: 10/07/2021	Term: 3 Years

Figure Personal Loan Agreement and Disclosure

Please read this Agreement carefully and keep a copy for your records.

This Figure Personal Loan Agreement and Disclosure ("Agreement") contains important information about your loan ("Loan") with us. Unless the context requires otherwise, the borrower who signs this Agreement (including any heirs, successors and permitted assigns) is identified as "you" or "your", and Figure Lending LLC (including any successors, assigns, or transferees) is identified as "Figure", "we", "us", or "our". "Business Days" are Monday through Friday, except Federal holidays. References in this Agreement to sections of the United States Code (USC) and Code of Federal Regulations (CFR) are to such sections as amended from time to time.

If you have questions about this Agreement, you may contact Customer Support at loans@figure.com. You can view information about your Loan by logging into your online Figure account at www.figure.com ("Online Account"). If you have questions about your Loan or Online Account, you may e-mail us at myaccount@figure.com.

This is a consumer credit transaction. NOTICE: Please read all pages of this Agreement.

TRUTH IN LENDING DISCLOSURES

(e) means an estimate

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 or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.
20.98%	$7,432.11(e)	$21,047.00	$28,479.11 (e)

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
36	$791.09 (e)	Monthly, beginning on 11/08/2021 (e)

Prepayment: If you pay off all or any part of this Loan early, you will not have to pay a penalty.

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You should read the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

Itemization of Amount Financed	
(a) Amount paid to you directly	$21,047.00
(b) Amount paid to us for our origination fee **(Prepaid Finance Charge)**	$631.41
(c) Amount paid to public officials	$0.00
Amount Financed (a) plus (c)	$21,047.00

1. **Your Loan.**

   a. Loan Closing and Funding Conditions. Your Loan is unsecured, closed-end credit provided to you for personal, family or household purposes. You agree that you will not use any portion of your Loan to pay for, finance, or refinance any postsecondary education (higher education) expenses (including without limitation tuition, room, board, books, supplies, or other postsecondary education-related expenses). By electronically signing and returning this Agreement to us, you accept the terms of the Loan that we offer to you. (Section 6 below has provisions concerning your ability to reject Section 6 (Arbitration Agreement).) Your Loan will be originated upon the later of your acceptance of this Agreement or your satisfaction of any applicable closing conditions, provided that you must accept this Agreement and satisfy all such closing conditions no later than 9:00 p.m. Pacific Time of the 14th calendar day after the date on which you last authorized Figure to perform a hard inquiry on your credit history.

   b. Loan Disbursement. Following your timely acceptance of this Agreement, and your satisfaction of applicable closing conditions, if any, we will originate your Loan. To disburse Loan proceeds to you, you authorize us to initiate an ACH credit to your Checking Account (defined in Section 3.a.). If we make an error in initiating any ACH credit to your Checking Account, you authorize us to initiate ACH credits or debits to correct the error.

      For Florida residents only: You agree that the principal amount of this Loan includes any Florida documentary stamp tax to be paid by Figure to the Florida Department of Revenue in connection with this Agreement. Any such amount will be included as part of the total principal amount owed in connection with this Loan for all purposes, including the accrual of interest on unpaid principal.

   c. Term. The length of your Loan is 3 years from the date we initiate the ACH credit to your Checking Account for Loan proceeds, as described in Section 1.b. ("Term").

   d. Monthly Payment Due Dates. Monthly payments of principal and interest (see Section 3 below) will commence approximately one month (approximately thirty (30) days) after we disburse the Loan as described in Section 1.b. Subsequent monthly payments will be due on the same day of each following month. (However, if the first payment due date falls on the 29th, 30th, or 31st of the month, any required monthly payment due in a subsequent shorter month will be due on the first day of the month following the shorter month).

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e. Monthly Statements. We will send or make available to you (through your Online Account with us) monthly statements showing the amount of the monthly payment that is due, the payment due date, any monthly payments received by us in the monthly period covered by the statements, the unpaid principal balance, the interest rate, and other information, at least fourteen (14) calendar days before the next scheduled monthly payment due date. You agree to promptly review each monthly statement and notify Figure in writing or electronically (using the address Figure provides you for this purpose) if you have any questions. Your failure to receive a monthly statement does not relieve you of your obligation to make all required monthly payments in accordance with the terms and conditions of this Agreement.

2. Interest and Fees.

a. Interest Rate and Accrual. You agree to pay periodic interest on the unpaid principal balance at a yearly rate of 18.82% until the total principal amount of this Loan has been paid in full. Interest will accrue for each day principal remains outstanding under this Loan. The daily interest rate will be equal to the annual interest rate divided by 365 (366 in any leap year). Because we calculate interest daily, the amount of interest you pay will vary based on the number of days between your previous payment and your current payment. Late payments will result in more interest accruing (and more principal being owed on the final payment due date). Early payments (including partial and full prepayments) will result in less interest accruing (and less principal being owed on the final payment due date).

b. Origination Fee. When you obtain the Loan, you agree to pay us an origination fee equal to $631.41. You agree that the origination fee will be included as part of the total principal amount owed in connection with this Loan for all purposes, including the accrual of interest on unpaid principal. We will treat the origination fee as disbursed directly to us when we disburse Loan proceeds to your Checking Account, as described in Section 1.b. **You agree that the loan origination fee is fully earned by us and nonrefundable when we disburse the Amount Financed of the Loan to you or to public officials on your behalf, except to the extent otherwise required by applicable law.**

3. Payments.

a. Promise to Pay. You agree to pay all amounts you owe us under this Agreement ("Balance") when due (the "Due Date"). You must make all required monthly payments of principal and interest ("Monthly Payment") by their Due Dates using automated clearing house (ACH) form of payment from a valid checking account ("Checking Account") at a U.S. financial institution that you designate (whether at time of application, or through your Online Account with us or as part of your voluntary autopay authorization). You may change your Checking Account by updating your preferences in your Online Account. Changes must be made at least three (3) Business Days before any scheduled payment. If you voluntarily choose to give us an autopay authorization, you can view, change, or cancel the autopay authorization in your Online Account. If you want to change or cancel a scheduled autopay payment or recurring autopay authorization, you must do so at least three (3) Business Days before your next Due Date. We do not accept payments in the form of paper check or through third party bill payment services. We are not responsible for payment delays that may occur as a result of bank holidays, the processing schedule of your bank, bank processing errors, or other events beyond our control.

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b. Monthly Payments. Your Monthly Payment will be calculated to fully amortize the principal amount of this Loan plus interest (see Section 2 above) during the Term. The exact Monthly Payment amount will depend on when we disburse the Loan as described in Section 1.b. The monthly payments, Finance Charge, and Total of Payments shown in the Truth in Lending Disclosures are estimates, and do not take into account any voluntary autopay authorization you may choose to give us (as described in Section 2.b. above). The dollar amount of the final Monthly Payment also will depend on the actual number of days between your previous payments and your final payment as described in Section 2.a., and will equal the full amount necessary to repay your Balance.

Without losing any of our rights under this Agreement, we may accept late or partial payments. Our acceptance of partial payments does not change your obligation to pay us all amounts you owe us under this Agreement when due. You will not send partial payments marked "paid in full," "without recourse" or with other similar language, and we may disregard any such language accompanying any partial payment.

c. Prepayment. **You may prepay any portion of your Balance any time before it is due without penalty.** When you make a prepayment you agree to tell us in writing that you are doing so. You may not designate and we will not consider a payment as a prepayment if you have not made all Monthly Payments then due under this Loan. Any partial prepayment will not excuse you from continuing to pay the required Monthly Payments on their Due Dates in their scheduled amounts, unless we specifically agree otherwise in writing. However, a partial prepayment may reduce the total number of Monthly Payments you must make and/or the dollar amount of the final Monthly Payment.

d. Application of Payments. Payments (including partial payments) are credited to your Loan as of the Business Day they are received, if we receive your payment before 9:00 p.m. Pacific Time on that Business Day. Payments received at or after 9:00 p.m. Pacific Time on a Business Day or on a day that is not a Business Day may be credited to your Loan as of the next Business Day. To the extent permitted by applicable law, payments (including partial payments) are applied first to all interest that has accrued on unpaid principal as of the Business Day the payment is credited, and then to the unpaid principal balance owed on this Loan.

4. **Default**. To the extent permitted by applicable law, you will be in default and Figure shall have the right to cancel any scheduled Loan disbursement not yet made and to declare the whole Balance to be due and payable at once (this is called "acceleration"), subject to any applicable law which may give you a right to cure your default, if: (1) You fail to make any required Monthly Payment within thirty (30) days of its Due Date; or (2) You fail to notify us in writing of a change in your name or address (including e-mail address) within ten (10) days after a change occurs; or (3) You become the subject of proceedings under the United States Bankruptcy Code or assign your assets for the benefit of your creditors; or (4) You break any of your other agreements in this Agreement; or (5) You make any false, misleading or materially incomplete statement in applying for this Loan; or (6) You die.

If an event listed in (2) through (5) above occurs, you will not be in default unless we reasonably establish that our prospects of obtaining payment and performance of this Loan

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and this Agreement are significantly impaired.

If you are in default, we may accelerate the payment of the Balance due (as described above), subject to any notice and/or right to cure you may have under applicable law, and we may accrue interest on the full Balance due at the interest rate shown in Section 2.a. unless applicable law requires a lower interest rate. If you are in default, we are not required to agree to any extension of a Due Date or to any refinancing of the Balance due.

We are not required to make any demand upon you, send you any notice, present this Agreement to you for payment or make protest of non-payment to you before or when we accelerate the payment of the Balance due or sue to collect this Loan if you are in default, and to the fullest extent permitted by applicable law, you hereby waive any right you might otherwise have to require such actions or to receive any such notice (including without limitation notice of intent to accelerate and notice of acceleration). (The preceding sentence does not apply to you if and for as long as you are a "Covered Borrower," as that term is defined in 32 CFR Section 232.3(g).)

5. **Reporting of Credit Information.** We may report information about your Loan to credit reporting agencies (credit bureaus). A negative report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligation terms. Late payments, missed payments, or other defaults on your Loan may be reflected in your credit report. If you believe we have inaccurately reported information about you or your Loan to a credit reporting agency (credit bureau), you may write to us at Figure Lending LLC, P.O. Box 30534, Reno, NV 89504, or send us an email at myaccount@figure.com, and include your Loan identification number, a copy of your credit report that reflects the information you believe is inaccurate, and any other relevant information to help us with our investigation, including an explanation of why you believe the information is inaccurate.

6. **ARBITRATION AGREEMENT- Please read carefully.**

Agreement to Arbitrate Claims. This Section 6 is an agreement to arbitrate Claims (as defined below) that may arise as a result of the Loan or this Agreement. Read this agreement to arbitrate carefully. If a dispute arises that is covered by this agreement to arbitrate, you may be required to settle the dispute through binding arbitration. This means that you will not be able to have the dispute settled by trial or before a jury. Other rights that you would have if you went to court may not be available or may be more limited in arbitration, including your right to appeal.

This Section 6 does not apply to you if and for as long as you are a "Covered Borrower," as that term is defined in 32 CFR Section 232.3(g).

In consideration for our willingness to extend you the Loan described in this Agreement, you and we agree as follows:

Any claim, dispute or controversy ("Claim") by either you or us against the other arising from or relating in any way to this Agreement or your Loan, shall, at the demand of any party, be resolved by binding arbitration by a single arbitrator who shall be an attorney or retired judge.

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However, we will not demand arbitration pursuant to this agreement to arbitrate in connection with any individual Claim that you properly file and pursue in a small claims or comparable court of your state or municipality, so long as the individual Claim is pending only in that court. "Binding arbitration" means an arbitration proceeding according to the rules of either JAMS or the American Arbitration Association (each referred to herein as the "Arbitration Association"). You may select which of these Arbitration Associations to use. If you fail to select the Arbitration Association within 45 days from either the date we receive from you a demand for arbitration or the date you receive from us a demand for arbitration, we will choose one. Any arbitration proceeding will take place at a location within the federal judicial district that includes your residence address in our records for your Loan at the time the Claim is filed or at any other mutually acceptable location. Any party to the arbitration proceeding may enter judgment upon the arbitration award in any court having jurisdiction over the arbitration award and may have that judgment enforced by any court having jurisdiction over that judgment.

A demand for arbitration under this agreement to arbitrate may be made either before or after a lawsuit or other legal proceeding begins. Neither you nor we waive the right to arbitrate by filing suit or seeking or obtaining provisional remedies from a court. However, any demand for arbitration that is made after a lawsuit or other legal proceeding has begun must be made within 90 days following the service of a complaint, third-party complaint, cross-claim or counterclaim or any answer thereto or any amendment to any of the above.

This agreement to arbitrate includes all controversies and disputes of any kind between or among us. It also includes any disputes you have with our agents, contractors, employees, officers or assignees or any other third party that has been involved or becomes involved with, any activity relating to your Loan or this Agreement (including any such third party that has not signed this Agreement), and for purposes of this agreement to arbitrate the words "we," "us" and "our" include any and all such third parties.

The Claims covered by this agreement to arbitrate include, without limitation:

- Any disputes regarding the enforceability of this agreement to arbitrate or any other aspect of this entire Agreement;
- Any disputes regarding: the application you submitted in connection with this Loan; any solicitation or advertising materials or disclosures you received in connection with this Loan; your acceptance of this Loan; any activities, action or inaction relating to the disbursement, maintenance or servicing of your Loan (whether based on statute, contract, tort or any other legal theory); and any funds held by us in connection with your Loan;
- Any disputes arising from the collection of amounts you owe in connection with your Loan;
- Any disputes regarding information obtained by us from, or reported by us to, credit bureaus or others.

IMPORTANT WAIVERS: IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION ASSOCIATION'S RULES, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD).

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FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS AND CLAIMS BROUGHT BY OR AGAINST US MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON. (THIS IS CALLED THE "CLASS ACTION WAIVER.")

OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

GOVERNING LAW: You and we each agree that the transactions subject to this agreement to arbitrate involve interstate commerce. Consequently, this agreement to arbitrate shall be governed solely by and enforceable under the Federal Arbitration Act, 9 USC Section 1 et seq.

The cost of any arbitration proceeding shall be divided as follows:

- The party requesting the arbitration proceeding shall pay to the Arbitration Association an amount up to $200.00 when the demand for arbitration is made;
- We will pay to the Arbitration Association all other costs for the arbitration proceeding up to a maximum of one day (eight hours) of hearings;
- All costs of the arbitration proceeding that exceed one day of hearings will be paid by the non-prevailing party unless otherwise required by applicable rules of the Arbitration Association, applicable law, or by the arbitrator's decision; and
- Each party shall pay its own attorney, expert and witness fees and expenses, unless otherwise required by law or by the arbitrator's decision.

Notwithstanding the foregoing, if you believe the cost of arbitration may be too burdensome, you may seek a waiver of the filing fee and any other charges of the Arbitration Association under applicable rules of the Arbitration Association. If you seek, but do not qualify for such a waiver, we will consider a written request from you to advance all or part of the filing fee.

The arbitrator will be required to follow relevant law and applicable judicial precedent to arrive at a decision, and all applicable statutes of limitation. The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), and attorneys' fees and costs (subject to any applicable limits that would apply in court). In addition, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party's individual Claim. If the arbitrator determines that any Claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The arbitrator's decision shall be in writing and shall include a concise explanation of the basis of the arbitrator's decision. The arbitrator's decision shall become final and binding after 30 days

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unless you or we take an appeal from the decision by making a written request to the Arbitration Association. The appeal panel, which will consist of three arbitrators who shall be attorneys or retired judges, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. The party requesting the appeal shall pay all costs of the appeal process, except that each party shall pay its own attorney, expert and witness fees and expenses unless otherwise required by law. The panel's decision shall be final and binding, and shall be in writing and include a concise explanation of the basis of the panel's decision.

The parties shall maintain the confidential nature of the arbitration proceeding and the arbitrator's or panel's decision, except as may be necessary to prepare for or conduct the arbitration proceeding on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an arbitration decision or its enforcement, or unless otherwise required by law or judicial decision.

Unless properly rejected by you as described below, this agreement to arbitrate shall survive full payment of the Loan, our sale or transfer of the Loan, any bankruptcy or insolvency, any forbearance or modification of the Loan, and any termination of the Loan or this Agreement.

If any provision of this agreement to arbitrate other than the Class Action Waiver described above should be found invalid or unenforceable by a court or arbitrator, such a determination shall not affect the enforceability of the remaining provisions of this Section 6, which shall remain and continue in full force and effect. However, if the Class Action Waiver described above is found by a court or arbitrator to be unenforceable, the remainder of this agreement to arbitrate shall be unenforceable.

You may contact the Arbitration Associations listed below to obtain information about arbitration, arbitration procedures and fees by calling the telephone numbers or going to their Internet websites indicated below:

JAMS
18881 Von Karman Avenue
Suite 350
Irvine, CA 92612
800-352-5267 or 949-224-1810
www.jamsadr.com

American Arbitration Association
120 Broadway, Floor 21
New York, NY 10271
800-778-7879 or 212-716-5800
www.adr.org

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RIGHT TO REJECT: You may reject this Section 6 (Arbitration Agreement) by mailing a signed rejection notice to Figure Lending LLC, P.O. Box 30534, Reno, NV 89504 so that we receive it no later than 45 days after the date of this Agreement. Any rejection notice must include your name, address, e-mail address, telephone number and Loan identification number, and a clear statement of your intent, such as "I reject the arbitration agreement in the Figure Personal Loan Agreement."

7. Other Terms and Conditions.

a. Applicable Law. Subject to the last sentence of this paragraph, this Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, is governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the state of your residence at the time you sign this Agreement ("State of Residence") even if you move from that state, to the fullest extent permitted by applicable law. Where the terms of this Agreement vary by state, you agree that the terms for your State of Residence are intended to apply even if you move from that state, to the fullest extent permitted by applicable law. However, the agreement to arbitrate (see Section 6 above) is governed solely by the Federal Arbitration Act, 9 USC Section 1 et seq. and not by any state law.

For Maryland residents: You and we agree and elect that the Loan and this Agreement are made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law.

b. Severability. Except as specifically provided in the agreement to arbitrate (see Section 6 above), if any provision of this Agreement is determined to be invalid or unenforceable, the other provisions of this Agreement remain in full force and effect, and to the extent permitted and possible, the invalid or unenforceable provisions will be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of the invalid or unenforceable provisions.

COVERED BORROWER SAVINGS CLAUSE: The provisions of this paragraph apply only if and for long as you are a "Covered Borrower" as that term is defined by 32 CFR Section 232.3(g). If any provision not identified herein is contrary to the rights and protections afforded to you by Federal law pursuant to 10 USC Section 987 and its implementing regulations, including but not limited to 32 CFR Section 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited shall remain in full force and effect.

c. No Waiver. Our delay or failure to exercise any of our rights under this Agreement or applicable law is not a waiver of our rights. Any waiver by us of any provision of this Agreement on any one occasion will not be a waiver on any other occasion.

d. Notices and Communications. We may deliver notices to you by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. You authorize us to contact you using the contact information that you provide. Unless prohibited by applicable law, we may (i) contact you using an autodialer, text message, or prerecorded message, at any phone number you have provided to us,

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including any mobile phone number; (ii) contact you at any address in our records or public or nonpublic databases; or (iii) contact other people who may provide employment, location or contact information for you.

e. Updating Personal Information. You agree to notify us within ten (10) days of any change in your name, phone number, e-mail address or mailing address by updating your Online Account or e-mailing us at myaccount@figure.com. We may require you to provide documentary support or other information regarding these changes.

f. Collection Costs. If you fail to make payments as required by this Agreement or you are otherwise in default, we may refer your Loan to a collection agency or an attorney (not one of our salaried employees) for collection. You agree to pay any collection costs, attorneys fees, court costs, other legal expenses, and other costs and fees we reasonably incur to collect your Loan, to the extent awarded by a court or otherwise permitted by law, including without limitation any attorney's fees relating to any insolvency, liquidation, receivership or bankruptcy proceedings.

For Alabama, Kansas, and Oklahoma residents: If we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees. If we refer your Loan for collection to an attorney (not one of our salaried employees) after default, you will not be required to pay more than fifteen (15) percent of the total amount then owing under the Loan and this Agreement for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Arkansas residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) you will not be required to pay more than ten (10) percent of the total amount then owing under the Loan and this Agreement for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Colorado, District of Columbia, Georgia, Missouri, and South Carolina residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) you will not be required to pay more than fifteen (15) percent of the total amount then owing under the Loan and this Agreement for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Connecticut residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) you will not be required to pay more than fifteen (15) percent of any judgment we obtain that is entered by a court against you for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount). If we refer your Loan to a licensed collection agency for collection, you will not be required to pay more than fifteen (15) percent of the total amount collected by the collection agency and accepted as payment in full satisfaction of the amounts owed on your Loan.

For Delaware residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) and obtain a judgment against you from a court, you will not be required to pay more than twenty (20) percent of the amount of the judgment we obtain against you for unpaid principal and interest as our attorney's fees (unless applicable law, including applicable federal law, allows a higher amount). You also agree to reimburse us for court costs, arbitration, and other applicable collection costs (including without limitation fees and charges of collection agencies) we actually incur after a default under your Loan.

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For Florida residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) you will not be required to pay more than ten (10) percent of the original principal amount of this Loan for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Hawaii residents: If we refer your Loan for collection to an attorney (not one of our salaried employees) you will not be required to pay more than twenty-five (25) percent of any judgment we obtain that is entered by a court against you for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Iowa and North Dakota residents: If we refer your Loan for collection to an attorney after default, you will not owe us any attorney's fee except in circumstances where applicable federal law preempts state law.

For Kentucky residents: If the Amount Financed of this Loan is $15,000 or less and we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees.

For Louisiana residents: If we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees. If we refer your Loan for collection to an attorney (not one of our salaried employees) after default, you will not be required to pay more than twenty-five (25) percent of the total amount then owing under the Loan and this Agreement for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount).

For Maine residents: If we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees. If we refer your Loan for collection to an attorney (not one of our salaried employees) after default and the Annual Percentage Rate of this Loan is 12.25% or less, you will not be required to pay more than fifteen (15) percent of the total amount then owing under the Loan and this Agreement for our attorney's fees (unless applicable law, including applicable federal law, or a court allows a higher amount). If the Annual Percentage Rate of this Loan is greater than 12.25% and we refer your Loan for collection to an attorney after default, you will not owe us any attorney's fee except in circumstances where applicable federal law preempts state law.

For Michigan, Minnesota, and West Virginia residents: If we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees. If we refer your Loan for collection to an attorney (not one of our salaried employees) after default, you will not owe us any attorney's fee except in circumstances where applicable federal law preempts state law.

For Montana residents: If you fail to make payments as required by this Agreement or you are otherwise in default, you agree to pay our reasonable collection costs, including attorneys fees, court costs, other legal expenses, and related costs and fees we incur to collect your Loan, but only to the extent permitted by applicable federal or state law and awarded to us or confirmed by a court having jurisdiction, including without limitation any attorneys fees awarded to us pursuant to federal law in connection with a federal bankruptcy proceeding.

For New Hampshire residents: If you prevail in any action, suit or proceeding brought by you or by us, reasonable attorney's fees will be awarded to you. If you successfully assert a partial defense, setoff, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney's fees as the court deems appropriate.

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For New York residents: If the Amount Financed of this Loan is $25,000 or less and the annual interest rate shown in Section 2.a. above is greater than 16%, you will not owe us any collection costs, attorneys fees, court costs, or other costs and fees we incur to collect your Loan, except to the extent awarded by a court pursuant to applicable law (including any applicable federal law).

For Utah residents: If we refer your Loan to a registered collection agency for collection, you will not be required to pay more than forty percent (40%) of the principal amount owed on this Loan as a collection agency fee.

For Wyoming residents: If we refer your Loan for collection to a collection agency, you will not owe us any collection agency fees.

g. No Assignment or Assumption of Borrower's Rights and Obligations. Your rights and obligations under this Agreement or your Loan may not be assumed by or assigned to any person. Any purported assumption or assignment of this Agreement or your Loan by you is void without our prior written consent.

h. Transfer of Rights. We may assign or transfer any interest in your Loan and this Agreement, or any of our rights or obligations in your Loan and this Agreement, to any person without notice to or consent from you, and without affecting your rights and responsibilities under this Agreement. For the purpose of this Section 7.h., a transfer includes a sale or participation. You will be notified of the name, address, and telephone number of the assignee or transferee if the address to which you must make payments changes.

i. **No Oral Modifications. This Agreement represents the final agreement between you and us and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreement of the parties. There are no unwritten oral agreements between you and us.** A provision of this Agreement may only be modified if agreed upon in writing by the party against whom enforcement of the modification is sought.

   For Missouri residents: **ORAL MODIFICATIONS. Oral 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) 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.**

j. Loan Charges. If a law which applies to this Loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under this Loan or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment.

k. Miscellaneous. The section headings and captions in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. In this Agreement, use of the singular includes the plural, and vice versa.

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8. IMPORTANT NOTICES

NOTICE TO ACTIVE DUTY SERVICEMEMBERS AND DEPENDENTS: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent(s) 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).

You may call us toll free at 1-888-819-6388 for a disclosure of (i) a statement of the Military Annual Percentage Rate, and (ii) your payment obligations (payment schedule) applicable to this Loan.

State Notices - The following notices are or may be required by state law. These notices may not describe all of the rights that you have under state and federal law. Unless otherwise indicated, each notice applies or may apply to a borrower who lives in the indicated state on the date the borrower signed this Agreement.

a. California Residents. This Loan is made pursuant to the California Financing Law, Division 9 (commencing with Section 22000) of the Financial Code.

FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, STATE OF CALIFORNIA.

b. New Jersey Residents. The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to actions or practices that New Jersey law permits or requires. In this Agreement, actions or practices (i) which Figure is or may be permitted by "applicable law" to take are permitted by New Jersey law, and (ii) that may be or will be taken by Figure unless prohibited by "applicable law" are permitted by New Jersey law.

c. New York Residents. **If this agreement is sold or otherwise transferred, the borrower's rights under the law or under this agreement are in no way altered or impaired.**

d. North Dakota Residents. Information preceding Section 1 of this Agreement (including the Truth in Lending Disclosures) and provisions in Sections 2 and 3 of this Agreement include important information about your Loan that is required to be provided pursuant to ND Admin. Code Section 13-05-01-04. NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

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e. Ohio Residents. This loan is made partially in reliance on the provisions of sections 1321.51 to 1321.60 of the Ohio Revised Code.

f. Oregon Residents. Information preceding Section 1 of this Agreement (including the Truth in Lending Disclosures) and provisions in Sections 2 and 3 of this Agreement include important information about your Loan that is required to be provided pursuant to Ore. Rev. Stat. Section 725.360(1) and Ore. Admin. Code Section 441-730-0240.

g. Pennsylvania Residents. This Agreement is a contract under seal, and may be enforced under 42 Pa.C.S. Section 5529(b) (relating to a 20-year limitation period).

h. South Dakota Residents. Any improprieties in making this loan or in loan practices may be referred to the Division of Banking, South Dakota Department of Labor and Regulation, 1601 North Harrison Avenue, Suite 1, Pierre, SD 57501, telephone (605) 773-3421, e-mail banking @state.sd.us.

i. Texas Residents. For questions or complaints about this loan, contact Figure Lending LLC at 1-888-819-6388 or loans@figure.com. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the Office of Consumer Credit Commissioner (OCCC), a state agency, to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

ALL BORROWERS:

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

NOTICE TO CONSUMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THIS AGREEMENT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY, AND YOU MAY BE ENTITLED TO RECEIVE A REFUND OF UNEARNED CHARGES SUBJECT TO APPLICABLE LAW.

BY SIGNING BELOW ELECTRONICALLY, YOU, Mishael White, CONFIRM THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO THIS AGREEMENT. By signing below, you also confirm that you have downloaded, printed, or otherwise kept a copy of this Agreement for your future reference.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature : Mishael White

Disclaimer: This is a copy only

[redacted]

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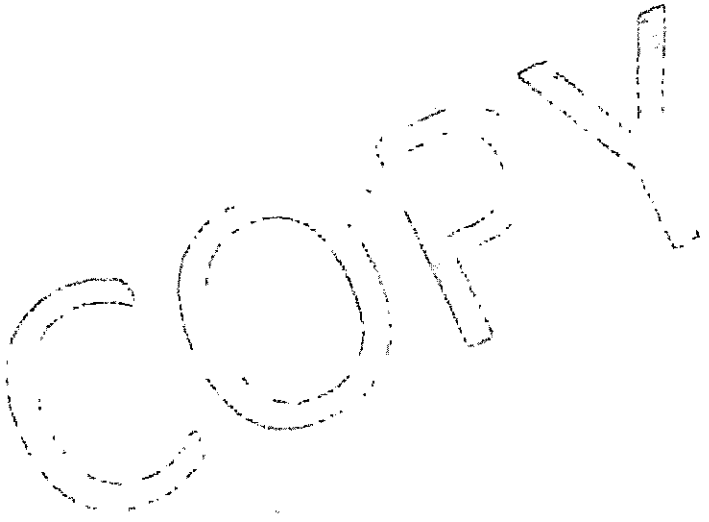

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TRANSACTION CONFIRMATION

Valley Strong Credit Union,

The following transaction has been completed. Purchase proceeds of $12,006,769.90 have been received and the loan ownership has been transferred to Valley Strong Credit Union. The loans can be accessed at https://provenance.io.

Transaction Summary

- Purchaser: Valley Strong Credit Union
- Seller: Figure Lending LLC
- Originator: Figure Lending LLC
- Servicer: Figure Lending LLC
- Servicing: Retained
- Servicing Fee: [redacted]
- Loan Count [redacted]
- Principal Balance as of Cut-Off Date [redacted]
- Accrued Interest as of Cut-Off Date [redacted]
- Cut-off Date: 10/14/21
- Closing Date: 10/15/21
- Provenance Transaction Fees [redacted]
- Purchase Price Percentage: [redacted]
- Total Purchase Price: [redacted]

Effective as of the Closing Date, Figure Lending LLC (the "Seller") does hereby sell, transfer, assign, set over and convey to Valley Strong Credit Union (the "Purchaser"), all right, title and interest in and to the unsecured consumer loans listed below (the "Loans") pursuant to that certain Purchase and Sale Agreement, dated as of December 9, 2020 (the "Sale Agreement"), among the Purchaser and the Seller.

It is the intention of the Seller that the transfer and assignment evidenced by this Transaction Confirmation shall constitute an absolute sale of the Loans from the Seller to the Purchaser and that such Loans shall not be part of the Seller's estate or otherwise be considered property of the Seller in the event of the bankruptcy, receivership, insolvency, liquidation, conservatorship or similar proceeding relating to the Seller or any of its property.

As of the Closing Date, the Seller hereby acknowledges payment from the Purchaser to the Seller in exchange for the Loans. The Seller acknowledges and agrees that such payment constitutes fair value for the Loans.

Disclaimer: This is

This Transaction Confirmation is executed without recourse and without representations or warranties of any kind or nature, expressed, implied or imposed by law, other than the representations and warranties made pursuant to the Sale Agreement.

FIGURE LENDING LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____

Name: Thomas Milani

Title: CFO

EXHIBIT B
BILL OF SALE AND ASSIGNMENT OF ACCOUNTS

Valley Strong Credit Union, a State-Chartered Credit Union organized under the laws of California with an office at 11500 Bolthouse Dr, Bakersfield, CA 93311 ("Seller") hereby absolutely sells, transfers, assigns, sets-over and conveys to First Portfolio Ventures I, LLC, a corporation organized under the laws of Delaware with an office at 3091 Governors Lake Drive, Suite 500, Peachtree Corners, GA 30071, ("Buyer") without recourse and without representations or warranties, express or implied, of any type, kind or nature except as set forth in the Agreement (hereinafter defined):

(a) all of Seller's right, title and interest in and to each of the Accounts identified in the Account schedule attached hereto as Exhibit A (the "Accounts"), and

(b) all principal, interest or other proceeds of any kind with respect to the Accounts, but excluding any payments or other consideration received by or on behalf of Seller on or prior to February 21, 2023, with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement made and entered into by and between Seller and Buyer dated March 31, 2023, (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement.

This Bill of Sale shall be governed by the laws of the State of New York without regard to the conflicts-of-laws rules thereof.

DATED: April 13, 2023

SELLER:

By: Lindsay Reyes

Name: Lindsay Reyes

Title: SVP/CFO

STATE OF California)
) ss.
COUNTY OF Kern)

On this the 13th day of April, 2023, before me the undersigned officer, personally appeared Lindsay Reyes, who acknowledged him/herself to be the SVP/CFO of Valley Strong Credit Union, a non for profit corporation, signer and sealer of the foregoing instrument, and that he/she as such officer, being authorized so to do, acknowledged the execution of the same to be his/her free act and deed as such officer and the free act and deed of said corporation.

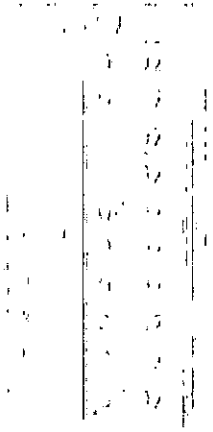
IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public

TERI V. NICHOLSON
Notary Public - California
Kern County
Commission # 2304853
My Comm. Expires Oct 10, 2023

AcctNo	asset_id	payment_type	posted_date	effective_date	beginning_principal
[redacted]0-707	[redacted]ae03	ORIGINATION_FEE	10/08/2021 19:37 -06:00	2021-10-08 19:37:00	21678.41
[redacted]0-707	[redacted]ae03	DISBURSEMENT	10/08/2021 19:37 -06:00	2021-10-08 19:37:00	21047
[redacted]0-707	[redacted]ae03	MONTHLY_PAYMENT	11/08/2021 05:00 -06:00	2021-11-08 05:00:00	21678.41
[redacted]0-707	[redacted]ae03	MONTHLY_PAYMENT	12/08/2021 05:00 -06:00	2021-12-08 05:00:00	21189.12
[redacted]0-707	[redacted]ae03	MONTHLY_PAYMENT	01/08/2022 05:00 -06:00	2022-01-08 05:00:00	20725.79
[redacted]0-707	[redacted]ae03	MONTHLY_PAYMENT	02/08/2022 05:00 -06:00	2022-02-08 05:00:00	20265.99
[redacted]0-707	[redacted]ae03	REVERSAL	02/10/2022 01:55 -06:00	2022-02-10 01:55:00	19798.83
[redacted]0-707	[redacted]ae03	REVERSAL_ADJUSTMENT	02/10/2022 01:55 -06:00	2022-02-10 01:55:00	20265.99
[redacted]0-707	[redacted]ae03	MANUAL_PAYMENT	02/25/2022 23:43 -06:00	2022-02-25 23:43:00	20265.99
[redacted]0-707	[redacted]ae03	MANUAL_PAYMENT	04/08/2022 13:35 -06:00	2022-04-08 13:35:00	19967.56

amount	principal_paid	interest_paid	deferred_int_pd	deferred_princ	ending_princ	ending_total	reversed_date	reversed_reason
0	0		0		21678.41	21678.41		
0	0		0		21047	21047		
791.09	489.29	301.8	0		21189.12	21189.12		
791.09	463.33	327.76	0		20725.79	20725.79		
791.09	459.81	331.28	0		20265.99	20265.99		
791.09	467.16	323.93	0		19798.83	19798.83	2022-02-10 00:00:00	Insufficient Funds
-791.09	-467.16	-323.93	0		20265.99	20610.34		
-0.48	0	-0.48	0		20265.99	20610.82		
800	298.43	501.57	0		19967.56	19967.56		
791.09	358.67	432.42	0		19608.89	19608.89		



payment_owner	short_id	loan_avail_draw_amount
Figure Lending LLC	[redacted]0-707	0
Figure Lending LLC	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0
Valley Strong Credit Union	[redacted]0-707	0