LendingClub

LendingClub Payment Solutions 1-888-596-4478 Fax: 1-855-770-5919 payments@lendingclub.com

March 28, 2020



Re: Account No.: Originated on: 05/02/2018 Loan Amount: \$9,800.00 Interest Rate: 29.41% (36 months) Status: Charged Off Outstanding Debt: \$7,064.60

Dear

Lending Club ("Creditor") and **Constant and Conditions** ("Debtor") hereby agree to settle the above named debt under the following terms and conditions:

- 1. The Creditor and Debtor agree that the current outstanding debt is **\$7,064.60** (balance amount).
- Both the parties agree that Creditor will accept a sum of \$3,180.00 by way of check as full repayment of the \$7,064.60 ("Settled Amount"). All settlement terms herein are dependent upon receipt of payment. Creditor agrees to compromise the debt under the condition that the Settled Amount will be received as follows:

\$50.00 Due: 04/15/2020	\$50.00 Due: 05/15/2020	\$50.00 Due: 06/15/2020
\$50.00 Due: 07/15/2020	\$100.00 Due: 08/15/2020	\$100.00 Due: 09/15/2020
\$100.00 Due: 10/15/2020	\$100.00 Due: 11/15/2020	\$258.00 Due: 12/15/2020
\$258.00 Due: 01/15/2021	\$258.00 Due: 02/15/2021	\$258.00 Due: 03/15/2021
\$258.00 Due: 04/15/2021	\$258.00 Due: 05/15/2021	\$258.00 Due: 06/15/2021
\$258.00 Due: 07/15/2021	\$258.00 Due: 08/15/2021	\$258.00 Due: 09/15/2021

- 3. The Settled Amount shall be considered as Settlement in full of the Debtor's loan and Creditor will take no further collection action regarding the outstanding debt amount.
- 4. If Debtor fails to pay the Settled Amount by terms outlined, the agreement shall be terminated immediately and Creditor shall immediately demand the outstanding amount owed by Debtor in full.
- 5. Each party acknowledges and agrees that each of them will bear their own costs, expenses, attorney fees and/or any other costs arising out of and/or connected with the negotiation, drafting and execution of this settlement.
- 6. Each party has read this settlement, has had adequate time to consider it and has had an opportunity to independently consult with an attorney, if so desired, prior to executing this settlement. Additionally, each party executes this settlement knowingly, voluntarily and of their own free will, not subject to duress,

undue influence or inequality of bargaining power in connection with the negotiation or execution of this settlement.

Travis Leach declares that he is authorized to act as a representative of Lending Club.

Debtor's payment according to the terms outlined above is formal acceptance of this agreement. This agreement for debt settlement shall be binding upon and have effect to the benefit of the parties, their successors and assignees.

Dated: March 28, 2020 Signature: Travis Leach Authorized Representative for LendingClub

Signature:

Please make checks payable to "Lending Club Corporation".

If sending via regular US Postal Service:

LendingClub Corporation Dept. 34268 P.O. Box 39000 San Francisco, CA 94139

If sending via overnight delivery only:

Wells Fargo Lockbox Services Attn: LendingClub Corporation Dept. 34268 3440 Walnut Avenue Building A, Window H Fremont, CA 94538

Whenever \$600.00 or more in principal of a debt is forgiven as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt forgiven to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

LendingClub Corporation 595 Market Street #200 San Francisco, CA 94105