

Debt Settlement Agreement

This Debt Settlement Agreement (the "Agreement") is associated with Loan ID [REDACTED] (the "Loan") pursuant to the Promissory Note (the "Note") dated [REDACTED] and is made between [REDACTED] ("Debtor") and Upstart Network, Inc. ("Servicer"), as servicer and agent of Upstart Structured Pass-Through Trust, [REDACTED]

1. Debt Amount. The Servicer and Debtor acknowledge and agree that:
 - a. Under the terms of the Loan, Debtor owes the outstanding debt amount, which at any given time comprises of unpaid principal, accrued and unpaid interest and any unpaid fees assessed on the Loan (the "Debt");
 - b. The current Debt amount as of 5/10/2022 1:20 PM is \$13754.45, which comprises of \$12,500.00 in principal, \$1164.45 in accrued interest, \$90 in fees; and
 - c. The final Debt amount will depend on when/if you accept the terms of this Agreement, as described in 2.b below, and will be calculated as of the effective date of this Agreement.

2. Settlement Terms.
 - a. *Offer*. This Agreement constitutes a legally binding offer from Servicer. Upon Debtor's acceptance pursuant to the terms of subsection (b) below, Servicer irrevocably agrees and accepts the terms of this Agreement.

 - b. *Acceptance*. **To accept the terms of this Agreement, the Servicer must receive a payment no later than fifteen (15) days of 6/8/2022 ("First Payment Due Date").** Debtor acknowledges and agrees that upon Servicer's receipt of a payment on or before the First Payment Due Date, Debtor is irrevocably agreeing to the terms in this Agreement and the effective date of this Agreement will be the date the Servicer receives this first payment. Debtor acknowledges that if a payment is not received within 15 days of the First Payment Due Date the settlement terms offered under this Agreement are withdrawn, null and void; and any payments the Servicer receives after the First Payment Due Date will be treated as repayments under the original terms of the Loan. Any payment that is made but subsequently fails or is returned does not qualify as a payment received for the purposes of accepting this Agreement. Upon acceptance of this Agreement, the Servicer shall report the appropriate account/loan status, including any amounts partially charged off as a result of this Agreement, to each of the credit reporting agencies.

 - b. *Settlement Amount and Payment Schedule*. The Servicer and Creditor agree that Debtor shall pay \$5,501.78 (the "Settlement Amount") in order to settle the Debt. Debtor agrees to make payments in accordance to the following schedule until the final payment due on 11/8/2023:

Payment #	Payment Due Date	Payment Amount
1	6/8/2022	\$50.00
2	7/8/2022	\$50.00

3	8/8/2022	\$330.00
4	9/8/2022	\$330.00
5	10/8/2022	\$330.00
6	11/8/2022	\$330.00
7	12/8/2022	\$330.00
8	1/8/2023	\$330.00
9	2/8/2023	\$330.00
10	3/8/2023	\$330.00
11	4/8/2023	\$330.00
12	5/8/2023	\$330.00
13	6/8/2023	\$330.00
14	7/8/2023	\$330.00
15	8/8/2023	\$330.00
16	9/8/2023	\$330.00
17	10/8/2023	\$330.00
18	11/8/2023	\$451.78

b. *Prepayment.* Debtor may prepay the unpaid Settlement Amount at any time without prepayment penalties. For prepayment payoff, Debtor must contact Servicer to confirm prepayment amount, payment instructions and other details.

c. *Payments.* Payments under this Agreement will be made by Debtor via manual ACH debit or automatic ACH debit, or by check as indicated in writing by the Servicer. If payments are made by check, the check shall reference [REDACTED] and be sent to the following payee and address:

Payee: **Upstart Structured Pass-Through Trust, [REDACTED]**
 PO Box 1503
 San Carlos, CA 94070

d. *Default and Remedies.* Debtor acknowledges and agrees that in the event any monthly payment is not paid in full within 60 days of its due date, this Agreement will automatically terminate and become null and void and the original terms of the Loan, including all the remedies available to the Creditor, shall apply. The final Debt amount, minus any payments received under this Agreement, shall become immediately due and payable in accordance with the terms of the Note, the Loan will be fully charged-off, and the appropriate account/loan status being reported to the credit reporting agencies.

e. *Payment in Full of Settlement Amount.* Upon payment in full of the Settlement Amount in accordance with this Agreement, the remaining unpaid balance of the final Debt amount shall be forgiven. If the total amount discharged from the principal Debt balance equals or exceeds \$600, the IRS requires the Servicer to report the amount of forgiveness of debt on a