

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	X	
	:	
In re	:	Chapter 11
	:	
KABBAGE, INC. d/b/a KSERVICING, et al.,	:	Case No. 22-10951 (CTG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Re: Docket No. __
	:	
	X	

**ORDER ENFORCING THE SETTLEMENT ORDER AND THE SETTLEMENT
AGREEMENT BETWEEN KSERVICING AND CUSTOMERS BANK**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors-in-possession (the “**Debtors**”) for entry of an order, pursuant to Section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), among other things, enforcing the Court’s Order *Authorizing and Approving the Settlement Agreement Between KServicing and Customers Bank and Granting Related Relief* [Docket No. 232] (the “**Settlement Order**”) and the Settlement Agreement and ordering CB to pay the Unpaid Amount to the Debtors, all as set forth more fully in the Motion; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Debtors having consented to entry of a final order by this Court under Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and appropriate notice of and the opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable are: Kabbage, Inc. d/b/a KServicing (3937); Kabbage Canada Holdings, LLC (N/A); Kabbage Asset Securitization LLC (N/A); Kabbage Asset Funding 2017-A LLC (4803); Kabbage Asset Funding 2019-A LLC (8973); and Kabbage Diameter, LLC (N/A). Kabbage is a trademark of American Express used under license; Kabbage, Inc. d/b/a KServicing is not affiliated with American Express. The Debtors’ mailing and service address is 925B Peachtree Street NE, Suite 383, Atlanta, GA 30309.

² Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Motion.

interests of the Debtors' estates, their creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. CB is hereby found in breach of the Settlement Agreement and adjudged to owe the Unpaid Amount to the Debtors.
3. CB is directed to and shall, within five (5) business days of entry of this Order, pay the Unpaid Amount to the Debtors. Such payment shall be made in accordance with payment instructions to be provided by the Debtors.
4. The Debtors' right to seek sanctions in connection with the matters set forth in the Motion and this Order, including attorneys' fees, are hereby preserved in full. The Debtors shall seek any such relief by separate motion.
5. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.