EXHIBIT B

Revised Non-Exclusive Schedule of Causes of Action

Schedule of Causes of Action[1]

This non-exclusive schedule of retained Causes of Action (this "**Schedule**") comprises part of the Plan Supplement and describes the categories of Causes of Action that will be retained by the Debtors and vest in the Wind Down Estate on the Effective Date, as provided for in Section 10.1 of the Plan. This Schedule is a supplement to section 5.8 of the Plan and the Plan generally, and does not limit or narrow the scope of the Causes of Action that will vest in the Wind Down Estate on the Effective Date. This Schedule is intended to provide further information and explanation to parties in interest of the Causes of Action that will vest in the Wind Down Estate. To the extent there are any inconsistencies between this Schedule and the Plan, the Plan will govern. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule at any time in accordance with the terms of the Plan and subject to the consent of the Reserve Bank, not to be unreasonably withheld. Any such modification will be set forth in an amended Schedule.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Wind Down Estate or the Wind Down Officer (on behalf of the Wind Down Estate) will not pursue any and all available Causes of Action against them. The Debtors or the Wind Down Estate and the Wind Down Officer, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise provided in the Plan, including Causes of Action that are not expressly identified in this Schedule. Unless any Causes of Action against a Person or Entity are waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Debtors or the Wind Down Estate and the Wind Down Officer, as applicable, expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, will apply to such Causes of Action upon, after, or as a consequence of the Confirmation Date or the Effective Date. In addition, the Wind Down Estate and the Wind Down Officer (on behalf of the Wind Down Estate) expressly reserve the right to pursue, take-over, or adopt any claims alleged in any lawsuit in which any of the Debtors is a party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.[2]

In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that any of the Debtors may hold against any Person or Entity that are not waived, relinquished,

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[1] Capitalized terms used but not defined herein have the meanings assigned to them in the *Amended Joint Chapter 11 Plan of Liquidation of Kabbage, Inc. (d/b/a KServicing) and its Affiliated Debtors* [Docket No. 466] (as may be amended, modified and/or supplemented, the "**Plan**").

[2] For the avoidance of doubt, the inclusion of any Cause of Action herein shall not indicate any determination by the Debtors or the Wind Down Officer (on behalf of the Wind Down Estate), as applicable, to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Cause of Action, or to decline to do any of the foregoing.

exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court will vest in the Wind Down Estate on the Effective Date. Subject to the Plan and to the various consent and consultation rights set forth in the Wind Down Agreement, the Wind Down Officer (on behalf of the Wind Down Estate) will have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without further notice to or action, order, or approval of the Bankruptcy Court. In addition, all of the Debtors' respective rights, titles and interests in any privileges or immunities of the Debtors' estates, including the attorney-client privilege and any privilege in respect of any Claims or Causes of Action shall automatically vest, without waiver, in the Wind Down Estate and the Wind Down Officer, as applicable, and the Wind Down Officer shall have the sole power and authority to assert or waive such privileges for the joint benefit of the Debtors and the Wind Down Estate.

The following is a non-exclusive list of the categories of Causes of Action that will be retained by the Debtors and vest in the Wind Down Estate on the Effective Date pursuant to the Plan:

I. Causes of Action Related to Insurance

Unless otherwise released in the Plan, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve any and all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any of the Debtors or the Wind Down Estate, as applicable, is or was a party, or pursuant to which any of the Debtors or the Wind Down Estate, as applicable, has any rights whatsoever, including any Causes of Action against current or former insurance carriers, insurance brokers, third party administrators, underwriters, or occurrence carriers related to coverage, indemnity, contribution, reimbursement, or any other matters.

II. Causes of Action Related to Contracts or Torts

Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve any and all Causes of Action based in whole or in part upon any and all contracts, leases, or other agreements to which any of the Debtors or the Wind Down Estate, as applicable, is, at one time was, or may become a party or pursuant to which any of the Debtors or the Wind Down Estate, as applicable, has any rights whatsoever (regardless of whether such contracts, leases or other agreements are executory contracts or unexpired leases), including but not limited to (i) overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (ii) breach of contract, malpractice, setoff, recoupment, equitable subordination, contractual clawback, and disallowance against or related to individuals that provided professional services to the Debtors prior to the Petition Date, (iii) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (vi) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts, (v) counterclaims and defenses related to any contractual obligations, and (vi) unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claim.

III. Causes of Action Related to the American Express Transaction

Unless otherwise exculpated or released in the Plan, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve any and all Causes of Action against any Person or Entity, including, without limitation, any party to the American Express Transaction, Former Officers and Directors and current and former shareholders of the Debtors and former outside professional advisors to the Debtors in connection with the American Express Transaction, and any current or former affiliate of any of the foregoing, related to, arising from or in furtherance of the American Express Transaction or any agreements entered into pursuant to the American Express Transaction, including, without limitation, any and all claims and/or rights to setoff or recoupment for, relating to, or based on successor liability, breach of fiduciary duties, breach of contract, malpractice, fraud, turnover, preference, fraudulent transfer, fraudulent conveyance, and/or other similar avoidance claims and recoveries that any of the Debtors or the Wind Down Estate and the Wind Down Officer (on behalf of the Wind Down Estate), as applicable, could assert under sections 502, 506(d), 510, 522, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552, 553 and/or 558 of the Bankruptcy Code, violations of the Delaware LLC Act, violations of the Delaware General Corporation Law, violations of any applicable organizational documents of any Debtor or any Affiliate, or any other similar rights under state or federal statutes and common law. Furthermore, the Debtors or the Wind Down Estate, as applicable, expressly reserve any and all defenses relating to any counterclaims arising out of the foregoing.

IV. Causes of Action Related to the Chapter 11 Cases and Bankruptcy Court Orders

Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve any and all Causes of Action and rights to pursue and respond to any claims that any of the Debtors or the Wind Down Estate, as applicable, hold or may hold against any Person or Entity that is, or may in the future become, party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, or judicial or non-judicial as a consequence of the Chapter 11 Cases. Further, the Debtors and the Wind Down Estate, as applicable, reserve any and all Causes of Action based in whole or in part upon, or arising under, any order of the Bankruptcy Court, including without limitation (i) any Causes of Action related to payments made by the Debtors or the Wind Down Estate, as applicable, to any Persons or Entities pursuant to any order of the Bankruptcy Court; (ii) any and all claims and counterclaims against PPP Loan or Legacy Loan borrowers or Partner Banks of the Debtors' various loan portfolios; (iii) any claims brought by any Governmental Units, including any Governmental Units not subject to the injunction in section 10.3 of the Plan; and (iv) any and all claims arising from the settlement agreement with CB and related litigation.

V. Causes of Action or Claims Related to any Loans or Borrowers of such Loans

Unless otherwise released in the Plan, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve all Causes of Action against or related to borrowers of a PPP Loan or Legacy Loan for which the Debtors have any rights or interests in as of the Effective Date including, but not limited to, (i) claims in borrower bankruptcy proceedings, (ii) collection of unpaid balances, (iii) recoupment of overpayments relating to underlying loans, and (iv) any security interests on collateral relating to the loans to the extent applicable. For the avoidance of doubt, nothing in this Section V or elsewhere in this Schedule shall in any way limit the Reserve Bank Claims as Allowed under the Plan and the Cash Collateral Order, or the Reserve Bank's security interest in the PPPLF Collateral or the Adequate Protection liens granted to the Reserve Bank under the Cash Collateral Order.

VI. Causes of Action Related to Taxes, Fees, and Tax or Fee Refunds or Credits

Unless otherwise released in the Plan, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve all Causes of Action against or related to all Persons and Entities that owe or that may in the future owe money related to tax or fee refunds, credits, overpayments, recoupments, or offsets that may be due and owing to the Debtors or Wind Down Estate, as applicable. Furthermore, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve all Causes of Action against or related to all Persons and Entities that assert or may assert that the Debtors or Wind Down Estate, as applicable, owe taxes to them.

VII. Causes of Action to Related to Avoidance Actions

Unless otherwise exculpated or released in the Plan, the Debtors or the Wind Down Estate and Wind Down Officer (on behalf of the Wind Down Estate), as applicable, expressly reserve any and all Avoidance Actions and/or other related Causes of Action that any of the Debtors could assert against any Person or Entity.

THE DEBTORS RESERVE ALL RIGHTS TO AMEND, REVISE, OR SUPPLEMENT THIS SCHEDULE, AND ANY OF THE DOCUMENTS AND DESIGNATIONS CONTAINED HEREIN, AT ANY TIME BEFORE THE EFFECTIVE DATE OF THE PLAN, OR ANY SUCH OTHER DATE AS MAY BE PROVIDED FOR BY THE PLAN OR BY ORDER OF THE BANKRUPTCY COURT.