

EXHIBIT “A”

Debtor: Kabbage, Inc. d/b/a KServicing

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 22-10951

FILED**Claim No. 254****July 17, 2023**By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware**Official Form 410****Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?		First-Citizens Bank & Trust Company Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Direct Capital, CIT Bank, N.A.	
2. Has this claim been acquired from someone else?		☒ No ☐ Yes From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Attn: Lisa Rasmussen 155 Commerce Way Portsmouth, NH, 03801 Contact Phone 603-373-1925 Contact email Lisa.Rasmussen@firstcitizens.com Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____		
4. Does this claim amend one already filed?		☐ No ☒ Yes Claim Number on court claims registry (if known) 250 Filed On 4/12/2023 MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		☒ No ☐ Yes Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☒ No ☐ Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____		
7. How much is the claim?	\$ 44,458.29	Does this amount include interest or other charges? ☐ No ☒ Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Master Lease Agreement - Lease rejection claim		
9. Is all or part of the claim secured?	☒ No ☐ Yes The claim is secured by a lien on property Nature of property: ☐ Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> ☐ Motor Vehicle ☐ Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % ☒ Fixed ☐ Variable		
10. Is this claim based on a lease?	☐ No ☒ Yes Amount necessary to cure any default as of the date of the petition. \$ 0.00		
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes Identify the property: _____		
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	☒ No ☐ Yes Amount of 503(b)(9) Claim: \$ _____		

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?☐ No☒ Yes *Check one:***Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(²____) that applies.

\$ \$44,458.29

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 7/17/2023

MM / DD / YYYY

Laura Messina

Signature

Print the name of the person who is completing and signing this claim:

Name Laura Messina

First Name

Middle Name

Last Name

Title _____

Company First-Citizens Bank & Trust Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

155 Commerce Way

Address _____

Portsmouth, NH 03801

Contact Phone 603-766-9321

Email

Laura.Messina@firstcitizens.com

EXHIBIT 1

LEASE REJECTION CLAIM FOR \$44,458.29 (REPLACES CLAIM NO. 250)

FIRST CITIZENS BANK & TRUST COMPANY successor by merger to CIT BANK, N.A.

CASE NUMBER 22-10951 JOINTLY ADMINISTERED

TOTAL LEASE PAYMENTS DUE AFTER THE PETITION DATE AND BEFORE THE EFFECTIVE DATE: **\$38,341.29**

TOTAL ATTORNEY FEES & COSTS ARISING AFTER THE PETITION DATE AS A RESULT OF THE BANKRUPTCY AND DEFAULT: **\$6,117.00** See attached redacted attorney fees and costs. The attorney fees are due under Master Lease Agreement #ML01234567 at paragraph 15.

TOTAL DUE = **\$44,458.29**

Schedule # DCC-1529717 (Internal number 097-0100907-000) Next due: January 25, 2023
Monthly rental including rental tax is \$523.73. Thus, monthly payments are due:

January 25, 2023

February 25, 2023

March 25, 2023

April 25, 2023

May 25, 2023

Total Due on Schedule # DCC-1529717 is **\$2,618.65**

Schedule # DCC-1540927 (Internal number 097-0100907-001) Next due: October 25, 2022.
Monthly rental including rental including rental tax is \$720.38. Thus, monthly payments are due:

October 25, 2022

November 25, 2022

December 25, 2022

January 25, 2023

February 25, 2023

March 25, 2023

April 25, 2023

May 25, 2023

Total Due on Schedule #DCC-1549027 is **\$5,763.04**

Schedule # DCC-1542550 (internal number 097-0100907-002) Next due: October 25, 2022.

Monthly rental including rental tax is \$1,770.80. Thus, monthly payments are due:

October 25, 2022

November 25, 2022

December 25, 2022

January 25, 2023

February 25, 2023

March 25, 2023

April 25, 2023

May 25, 2023

Total Due on Schedule # DCC-1542550 is **\$13,008.64**

Schedule # DCC-1556125 (internal number 097-0100907-003). Next due: November 15, 2022.

Monthly rental including rental tax is \$1,398.49. Thus, monthly payments are due:

November 15, 2022

December 15, 2022

January 15, 2023

February 15, 2023

March 15, 2023

April 15, 2023

May 15, 2023

June 15, 2023

Total Due on Schedule #DCC-1556125 is **\$11,187.92**

Schedule # DCC-1592874 (internal number 097-0111908-000) Next due: October 25, 2022.
Monthly rental including rental tax is \$720.38. Thus, monthly payments are due:

October 25, 2022

November 25, 2022

December 25, 2022

January 25, 2023

February 25, 2023

March 25, 2023

April 25, 2023

May 25, 2023

Total Due on Schedule # DCC-1592874 is **\$5,763.04**

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Dressler & Peters, LL101 W. Grand Ave, Suite 404
Chicago, Illinois 60654

Ph:312-602-7360

Fax:312-637-9378

First Citizens Bank

July 12, 2023



Attention:



File #: 2324.21085

Inv #: Settle

RE: KABBAGE INC.

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-28-22	(Kabbage) Receipt of [REDACTED] from [REDACTED] regarding [REDACTED] of [REDACTED] of [REDACTED] and review [REDACTED]	0.20	21.00	RLM
Nov-29-22	Review email from [REDACTED] regarding [REDACTED]; conduct detailed review of [REDACTED] for [REDACTED] and [REDACTED] detailed review of [REDACTED] for [REDACTED] and [REDACTED]; detailed review of [REDACTED] for [REDACTED], and [REDACTED]; detailed review of [REDACTED] for [REDACTED] and [REDACTED]; detailed review of [REDACTED] for [REDACTED], and [REDACTED]; review [REDACTED]; prepare [REDACTED] to [REDACTED] plus important [REDACTED]	3.60	1,062.00	KDP
	Review [REDACTED] for [REDACTED] and retrieval and review of [REDACTED] including [REDACTED], order for [REDACTED], order setting [REDACTED] and [REDACTED] and [REDACTED] (.8);	1.50	187.50	RLM

preparation of draft [REDACTED] of [REDACTED] and
redaction of [REDACTED] (.7)

Nov-30-22	Review [REDACTED] to fact [REDACTED], followed by [REDACTED] outlining of [REDACTED] and comparing the [REDACTED] to the [REDACTED] & [REDACTED] in the [REDACTED] (and follow up with [REDACTED] regarding [REDACTED] and [REDACTED] on [REDACTED], and [REDACTED]); prepared detailed outline of [REDACTED] for [REDACTED] with the [REDACTED] of [REDACTED] as an [REDACTED] setting forth [REDACTED] to facilitate [REDACTED] by [REDACTED] including [REDACTED] etc... for [REDACTED] subsequent to the [REDACTED]; prepare [REDACTED] and [REDACTED]; prepare a [REDACTED] of [REDACTED] organize and prepare [REDACTED] for the [REDACTED] (and related [REDACTED]) received from [REDACTED]; prepare to [REDACTED] explaining the [REDACTED] of [REDACTED] and [REDACTED]	3.80	1,121.00	KDP
	Final formatting of [REDACTED] and [REDACTED] of [REDACTED] of [REDACTED] on [REDACTED] (.2)	0.20	25.00	RLM
Mar-11-23	Prepare [REDACTED] to [REDACTED] re [REDACTED]	0.20	N/C	KDP
Mar-15-23	Preparation and [REDACTED] filing of [REDACTED] for [REDACTED] in [REDACTED]	0.40	50.00	RLM
Apr-09-23	Review [REDACTED] ([REDACTED]) to [REDACTED]; review [REDACTED] of [REDACTED] Regarding [REDACTED]; review [REDACTED] of [REDACTED] and [REDACTED] in [REDACTED] Connection with [REDACTED] and [REDACTED]; review [REDACTED] of [REDACTED] and [REDACTED] in Connection with [REDACTED] and [REDACTED]; [REDACTED] of [REDACTED] of [REDACTED] to the [REDACTED]; review [REDACTED] of [REDACTED] of [REDACTED] to the [REDACTED] of [REDACTED] of [REDACTED] and its [REDACTED]; review [REDACTED]	3.50	1,032.50	KDP

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Apr-11-23	Prepare legally complex , including to within the tot he [both plus] to maximize to be to	1.50	442.50	KDP
	Preparation of draft and 	1.00	125.00	RLM
Apr-12-23	Receipt of of from submittal of via agent for of and filing of and forwarding of to (.6)	0.60	75.00	RLM
Apr-17-23	T/C with for which the of review from said regarding same, and forward same to	0.20	59.00	KDP
Apr-18-23	Receipt of of and docketing of calendar date	0.10	12.50	RLM
Apr-27-23	Receipt and review of of cancellation of 	0.10	12.50	RLM
May-01-23	Receipt and review of to for and docketing of deadline for and hearing date on calendars	0.10	12.50	RLM
May-18-23	Receipt and review of for to and docketing of deadline on calendars	0.10	12.50	RLM
Jun-03-23	Review of voluminous/numerous to determine of status of of	1.30	383.50	KDP

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(if); prepare
email to for regarding same;
prepare email to regarding
same

Jun-16-23	Receipt and review of to to confirm not affected	0.10	12.50	RLM
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Jun-23-23	Receipt and notice of review of same to identify for and and docketing of same on calendars	0.20	25.00	RLM
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Jul-03-23	Review of docket regarding for to the amount of ; commence review of pertinent and regarding same; prpeare follow up notes	0.70	206.50	KDP
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Jul-11-23	Review voluminous court documents including of of and its of of of and its and etc...; detailed line by line review of each of the and (and file notes on each of same) to organize and calculate of the for 17 draft setting forth details of same; draft , and add ; revise previously filed for same	4.20	1,239.00	KDP
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Totals		23.60	\$6,117.00	
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DISBURSEMENTS

Nov-29-22	Document Management - Pacer	24.80
Mar-06-23	Write Off	-24.80

Totals		\$0.00
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Total Fee & Disbursements for all charges on this matter	\$6,117.00
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TAX ID Number



PAYMENT DETAILS

Jan-30-23	Payment Received	2,416.50
Jun-05-23	Payment Received Inv.346097	50.00

Total Payments	\$2,466.50
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MASTER LEASE AGREEMENT

#ML01234567

and

SCHEDULE # DCC-1529717



Debt Calculation

Name: Kabbage Inc.
 Master Lease Agreement # ML 01234567
 Schedule # DCC-1529717
 IL # 097-0100907-000
 Dated Prepared: 11/28/2022

Regular payment	\$ 482.70
Buyout Option	\$ 2,896.20
Sales Tax %	8.90%
Term	48
Payments Made	40
Past Due Payments	0
Accelerated Payments (regular)	8
Discount Rate	4%

Past Due Rent	\$ -
Accelerated Rent (regular payments), discounted to PV.	\$3,804.31
Buyout option discounted to PV	\$2,820.11
Total Principal Due:	\$ 6,624.43

Late Fees	
Property Tax	
Repossession Fees	\$ -
Insurance Fees	\$ -
Insufficient Fund Fees	\$ -
Termination Fee	\$ 379.00
Sales Tax	\$ 589.57
Total Non-Principal Damages	\$ 968.57

TOTAL DUE & OWING (not including attorney fees)	\$ 7,593.00
-Security Deposit	\$ -
-Recoveries received	\$ -
-Proceeds from sale of equipment	\$ -
Total:	\$ 7,593.00

Date of default: 12/25/2022
 Dated Filed: 10/3/2022

Payment ID	Date Received	Check #	Total Check Received	Late Charge(s) (\$)	Late Charge Tax (\$)	Rental Amount(\$)	Rental Tax(\$)	Misc Received(\$)
105028536	11/25/2022		1200.8	72.41	0.0	0.0	0.0	79.00
105028537	11/25/2022		1200.8	0.0	0.0	965.4	88.99	0.00
104494694	09/26/2022		523.73	0.0	0.0	482.7	41.03	0.00
104236728	08/25/2022		523.73	0.0	0.0	482.7	41.03	0.00
103966338	07/25/2022		523.73	0.0	0.0	482.7	41.03	0.00
103725672	06/27/2022		523.73	0.0	0.0	482.7	41.03	0.00
103465385	05/25/2022		523.73	0.0	0.0	482.7	41.03	0.00
103200281	04/25/2022		525.66	0.0	0.0	482.7	42.96	0.00
102941160	03/25/2022		525.66	0.0	0.0	482.7	42.96	0.00
102682464	02/25/2022		525.66	0.0	0.0	482.7	42.96	0.00
102408448	01/25/2022		525.66	0.0	0.0	482.7	42.96	0.00
102169271	12/27/2021		525.66	0.0	0.0	482.7	42.96	0.00
1019256801	11/29/2021		709.63	0.0	0.0	482.7	42.96	183.97
101642798	10/25/2021		604.66	0.0	0.0	482.7	42.96	79.00
101400602	09/27/2021		525.66	0.0	0.0	482.7	42.96	0.00
101145787	08/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
100885178	07/26/2021		525.66	0.0	0.0	482.7	42.96	0.00
100632297	06/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
100371684	05/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
100106976	04/26/2021		525.66	0.0	0.0	482.7	42.96	0.00
99847446	03/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
99574529	02/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
99288103	01/25/2021		525.66	0.0	0.0	482.7	42.96	0.00
99043767	12/28/2020		756.53	0.0	0.0	482.7	42.96	230.87
98775292	11/25/2020		604.66	0.0	0.0	482.7	42.96	79.00
98493334	10/26/2020		525.66	0.0	0.0	482.7	42.96	0.00
98220685	09/25/2020		525.66	0.0	0.0	482.7	42.96	0.00
97947308	08/25/2020		525.66	0.0	0.0	482.7	42.96	0.00
97670839	07/27/2020		525.66	0.0	0.0	482.7	42.96	0.00
97396470	06/25/2020		525.66	0.0	0.0	482.7	42.96	0.00
97076094	05/25/2020		525.66	0.0	0.0	482.7	42.96	0.00
96821759	04/27/2020		598.07	72.41	0.0	482.7	42.96	0.00
96713583	04/15/2020		525.66	0.0	0.0	482.7	42.96	0.00
96277838	02/25/2020		525.66	0.0	0.0	482.7	42.96	0.00
95997436	01/27/2020		525.66	0.0	0.0	482.7	42.96	0.00
95714568	12/25/2019		525.66	0.0	0.0	482.7	42.96	0.00
95418734	11/25/2019		525.66	0.0	0.0	482.7	42.96	0.00
95134093	10/25/2019		525.66	0.0	0.0	482.7	42.96	0.00
94484258	09/25/2019		525.66	0.0	0.0	482.7	42.96	0.00
94409609	08/26/2019		375.33	0.0	0.0	0.1	0.0	175.23
94393330	08/21/2019	CBP07.10	0.0	0.0	0.0	427.49	38.08	0.00
94338414	07/31/2019	CBP07.25	60.01	0.0	0.0	55.11	4.9	0.00

THIS IS A COPY

The Authoritative Copy of this record is held at www.docusign.net

Master Lease Agreement #[ML01234567]

155 Commerce Way / Portsmouth, NH 03801 | Ph: 800-999-9942 877-384-3439 | F: 800-875-0312

LESSEE: Please verify this section and complete any missing information

Lessee: Kabbage, Inc.

Address: 730 Peachtree Rd,
Suite 1100

City: Atlanta

State: GA

Zip: 30308

County:

Federal Tax ID:

State of Incorporation:

Home Phone:

Business Phone:

Fax:

Email:

INSTRUCTIONS: The words "You" and "Your" refer to the lessee (the party who is leasing the Equipment); "We", "Us" and "Our" refer to CIT Bank, N.A. and its assigns, the Lessor. Please complete and/or verify information and sign or authenticate where noted. If You have any questions please call.

1. MASTER LEASE & SCHEDULES: You agree to lease the Equipment described in each Equipment Schedule ("Schedule") executed in accordance with this Master Lease Agreement ("Master Lease"). Each Schedule shall constitute a separate agreement distinct from this Master Lease, except that all terms contained herein are deemed part of each Schedule. In the event of a conflict between this Master Lease and a Schedule, the provisions of the Schedule, or its addendum, shall prevail. The term "Lease" when used herein means collectively, each Schedule and this Master Lease. The initial term for each Lease shall begin on the Commencement Date set forth on the related Schedule and shall expire on the last day of the Lease Term specified on the related Schedule or, in the event of a renewal or extension of such Lease as permitted in the related Schedule, the last day of such renewal or extension period specified therein. You authorize Us to insert or correct information on the Lease including Your proper legal name, address, dates and Equipment description. All notices shall be in writing addressed to You at Your address stated herein or to Us at 155 Commerce Way, Portsmouth, NH 03801.

2. EQUIPMENT: You have chosen the equipment as set forth on each Schedule as applicable, together with all replacements, substitutions, parts, cables, repairs, additions and accessories incorporated in or affixed to such equipment ("Equipment"). You acknowledge that the Equipment is leased to You solely for commercial or business purposes and not for personal, family, agricultural or household purposes, if the Equipment is unsatisfactory, Your only remedy is against its supplier or manufacturer and You have no remedy for damages against Us. Your confirmation to Us, by phone or execution or authentication of a delivery and acceptance certificate or the delivery and acceptance section within each Schedule shall constitute Your acknowledgement that You have inspected the Equipment, found it satisfactory in all respects and have accepted it. You will maintain Equipment location records and provide the Equipment location to Us upon demand. At all times during the related Lease Term as set forth on the related Schedule, You are responsible for keeping the Equipment in good repair, condition and working order, except for normal wear and tear. You are responsible for complying with all applicable laws relating to the Equipment in all material respects or its use and to protect the Equipment from damage, seizure or loss. If the Equipment is lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of any Equipment ("Casualty Equipment"), You shall promptly notify Us of the same (a "Casualty Event") and, at Our option, You must either (i) replace the Casualty Equipment within thirty (30) days of such Casualty Event with replacement equipment having, in Our sole reasonable discretion, the same or greater value, utility and remaining useful economic life as the Equipment so replaced, and the replacement equipment will immediately, and without further act, be deemed to be Equipment and be fully subject to the related Lease and title thereto shall immediately vest in Us without any payment by, or any cost or expense to Us, or (ii) pay Us the amount described in the Defaults and Remedies section of the Lease on the next payment date specified in the related Schedule. We are not responsible for any losses, damages or injuries caused by the installation or use of the Equipment or from any other loss while You have the Equipment and You agree to hold Us harmless and defend Us against any claim for loss, damages or injuries, including reasonable attorney's fees and related costs.

3. NO WARRANTY:

(a) Provided that no Default has occurred and is continuing, We assign to You for the related Lease Term specified on the related Schedule, the benefit of any Equipment warranty, indemnity and other terms that benefit the supplier or licensee thereof on the Equipment and any right of return provided by any supplier.

(b) We are leasing the Equipment to You "AS IS" "WHERE IS" AND WITH ANY AND ALL FAULTS. As We did not select, manufacture, supply or inspect the Equipment, We MAKE NO WARRANTY OR REPRESENTATION, either express or implied as to the condition of the Equipment, its merchantability, its fitness or suitability for any particular purpose, its design, its capacity, its quality, or any other characteristics of the Equipment. We are not responsible for packaging, delivery, installation or testing of the Equipment. You agree that You have selected the supplier and each item of equipment based on Your own judgment and disclaim any reliance upon any statements or representations made by Us. The supplier is not an agent of Ours and nothing the supplier states can affect Your obligation under the Lease. You will continue to make all payments under the Lease regardless of any claim or complaint against any supplier.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS MASTER LEASE, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY EQUIPMENT, EVEN IF THE OTHER PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF THAT PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS MASTER LEASE.

(c) You agree that it is the intent of the parties hereto that each Lease qualify as a "finance lease" as such term is defined under Article 2A of the Uniform Commercial Code as in effect in the State of New York (the "UCC"). You acknowledge either (i) that You have reviewed and approved any written supply contract covering the Equipment purchased from the supplier for lease to You or (ii) that We have informed or advised You, in writing, either previously or by this MASTER LEASE, that You may have rights under the supply contract evidencing the purchase of the Equipment and that You should contact the supplier for a description of any such rights.

4. REPRESENTATIONS: You represent and warrant at the time You enter into this Master Lease and each related Schedule that: (i) the execution and delivery of and performance under this Lease has been authorized by all necessary action, and have been executed and delivered on Your behalf by persons duly authorized in that regard; (ii) the execution and delivery of or performance under the Lease do not contravene in any material respect any law binding on You or Your assets, and does not contravene the provisions of, any material indenture, mortgage, contract or other instrument to which You are a party or by which You or Your assets are bound; (iii) the location of Your chief executive office, state of incorporation or organization, exact legal name, place of residence and Federal Tax ID number are accurately listed in the Lease; (iv) the Lease constitutes Your legal, valid and binding obligation, enforceable against You in accordance with their respective terms except as limited by bankruptcy, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditor rights; and (v) if a corporation, You are duly organized, duly authorized, validly existing and in good standing. **EACH LEASE SHALL BE A NET LEASE. THE LEASE CANNOT BE TERMINATED OR CANCELED BY YOU FOR ANY REASON.** Your obligation to make payments under the Lease is absolute and unconditional.

5. ASSIGNMENT: YOU MAY ASSIGN THIS MASTER LEASE OR ANY SCHEDULE, OR SUBLEASE ANY EQUIPMENT WITH OUR PRIOR WRITTEN CONSENT (SUCH CONSENT TO NOT BE UNREASONABLY WITHHELD). You understand that We, without prior notice, but subject to Your rights, have the right to assign, sell or otherwise transfer the Lease. You understand that Our assignee will have the same rights and benefits. You agree that the rights of Our assignee will not be subject to any claims, defenses or setoff that You may have against Us. Subject to the foregoing, this Master Lease and any Schedule shall be binding upon and inure to the benefit of You, Us and any of Our successors and assigns.

6. SECURITY DEPOSIT: The security deposit, listed on a Schedule, is payable upon execution, is non-interest bearing, will be commingled with Our other funds and secures Your performance under the Lease. We may apply the security deposit to satisfy any amounts owed by You, in which event You will promptly restore the security deposit to its full amount. If all conditions are fully complied with and You have not ever been in default, the security deposit will be refunded to You after the proper return of the Equipment.

7. INDEMNITY: You indemnify Us and Our shareholders, directors, officers, employees, agents and assignees against any claims, actions, damages, fines, penalties, causes of action, suits or other legal proceedings or liabilities including all reasonable attorney fees, arising out of or connected with the Lease or any Equipment, without limitation, except to the extent arising out of Our gross negligence or willful misconduct. Such indemnification shall survive expiration, cancellation or termination of the Lease.

8. LAW: The Lease is governed by Federal law and the laws of New York. You agree and consent to the exclusive jurisdiction and venue of any State or Federal Court in New York County, New York. You waive any right to challenge the jurisdiction or venue for any reason; You waive the defense of Forum Non Conveniens. The Lease is intended to constitute a valid and enforceable legal

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Master Lease Agreement # [ML01234567]

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Instrument and no provision of the Lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect. The Lease constitutes the entire agreement between the parties. **YOU AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.** Each party agrees that any dispute between them be resolved subject to the above jury trial waiver. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. Notwithstanding the foregoing, nothing in this paragraph shall limit any other right of the parties under the Lease.

9. TAXES: You agree to pay when due or at a frequency set by Us all taxes (including sales, use, personal property tax, fines and penalties), but excepting any taxes or fees based on Our net income or profits however denominated, or capital) (collectively, "Taxes") imposed as a result of a Lease on (a) Us, (b) You or (c) any part of the Equipment. Unless You provide Us with a tax exemption certificate acceptable to the relevant taxing authority prior to Our payment of such Taxes or other evidence reasonably acceptable to Us showing the payment of such Taxes, You shall pay Us such Taxes within thirty (30) days of receipt of an invoice from Us. If We make payment on any of the above, You agree to reimburse Us within ten (10) business days of Our written request therefor. You agree to pay the Property Tax Administration fee of \$79 per year.

10. INSURANCE: You agree to keep the Equipment fully insured against loss, theft, damage, destruction with Us as loss payee and additional insured in an amount not less than the original cost of the Equipment for the term of each Schedule. You also agree to obtain a general public liability insurance policy from a provider with a combined single limit of not less than \$1,000,000 per occurrence and name Us as an insured on the policy. You agree to provide Us certificates or other evidence of insurance acceptable to Us before each Schedule commences, prior to each insurance renewal and within ten (10) business days of Our request. You agree that if said insurance is not received by Us, is cancelled or expires and is not replaced, We have the right, but not the obligation, to secure insurance on the Equipment from a carrier of Our choosing in such amounts and amounts as We deem reasonable to protect Our interest. Insurance We secure will not name You as an insured and may not fully protect Your interests and You will pay Us an insurance charge that will include a premium, which may be substantially higher than the premium that You would pay if placed independently. In addition to the premium, You will pay Us a fee that will include an interest charge and administrative and processing fees, which will result in profit to Us and Our agents. At any time, You can avoid these costs by delivering the required proof of insurance to Us. Nothing in this paragraph will relieve You of Your responsibility for liability insurance coverage on the Equipment. We may negotiate and settle for Our benefit all property damage claims and all liability claims involving Us or the Equipment and may sign or endorse Your name on any draft, check or instrument representing insurance proceeds covering the Equipment. We shall retain any physical damage insurance proceeds arising out of a theft, loss or damage up to the full amount owed under the Lease. You will remain responsible for any deficiency.

11. RENT, INTERIM RENT, FEES & OTHER CHARGES: You agree to pay Us the periodic rental payments for the term (including any extensions) of the Lease in accordance with the Schedule plus any applicable sales tax, use tax or property tax. We have the right to apply all sums received from You to any amounts due Us pursuant to the Lease. You agree to pay Us a nonrefundable documentation fee plus all other reasonable fees associated with the Lease, including, but not limited to, credit inquiry, site inspection, appraisal, UCC search and filing, titling fees and costs and a termination fee of up to \$379, unless otherwise noted, payable upon termination of each Schedule. Your signature or other authentication is an irrevocable offer to enter the Lease. In the event that You sign or otherwise authenticate the Lease, but the Lease is not commenced, the advance payments, documentation fee and security deposit may be retained by Us to compensate for Our documentation, processing and other expenses. A late payment charge equal to the lesser of 15% of amount due per month or the highest rate permitted by applicable law will be assessed on any payment not paid within three (3) business days of the due date; interest on any delinquent amount due may be calculated from the due date until paid. You also agree to pay Our standard NSF fee for each payment returned for insufficient funds. You agree to pay Us, upon receipt of Your first invoice, Interim Rent. "Interim Rent" shall mean an amount equal to 1/30th of the monthly Rent, multiplied by the number of days from the Commencement Date to the first payment due date payable upon receipt of invoice.

12. COMPUTER SOFTWARE: Notwithstanding any other terms of the Lease, You agree that as to software only: We have not had, do not have, nor will have any title to such software, You have executed or will execute a separate software license agreement and We are not a party to and have no responsibilities whatsoever in regard to such license agreement, You have selected the software as per the Equipment paragraph of the Lease and We make no warranties of merchantability,

data accuracy, system integration or fitness for use and take absolutely no responsibility for the function or defective nature of such software.

13. EQUIPMENT OWNERSHIP: We are the owner of the Equipment and have sole title to the Equipment (excluding software) regardless of any payment to any supplier. You agree to keep the Equipment free and clear of all liens, claims and encumbrances of any kind, except those arising through Our acts or the acts of Our assignees. We have the right to inspect the Equipment at any time during Your regular business hours, with reasonable prior written notice (which shall be delivered at least two (2) business days in advance), subject to Your reasonable security requirements, in order to confirm Your compliance with your obligations under this Master Lease, provided that upon the occurrence of a Default or any event which, with the giving of notice or the passage of time would become a Default, such notice period shall be reduced to one (1) business day. Unless a Default has occurred or is threatened, as determined in the reasonable discretion of Us, such inspections will be limited to once annually.

You may, after written notice to Us not less than 60 days but not more than 90 days prior to the end of the initial or any renewal term of each Schedule and provided You are not in Default, purchase all but not less than all of the Equipment for the fair market value, or for the purchase option amount otherwise stated on the Schedule. Fair market value, defined as fair market replacement value, the cost of replacing the Equipment with new exact or similar equipment in place and in use, but depreciated by the term of the Schedule shall be initially determined by Us. If You disagree with Our determination, You have the right to pay for and appoint a personal property appraiser from the Credit Managers Association of New England, to issue an opinion as to fair market value and You must also pay for any personal property appraiser We select and those two appraisers may reach a final dollar amount for the fair market value of the Equipment. In the event You fail to exercise this right, then Our initial determination of fair market value shall prevail in a court of law. Any purchase shall be on an "as is, where is" basis, with all faults and without representation by or warranty from Us. If You elect to return the Equipment to Us, it must be returned, at Your expense, to the location within the continental United States that We designate, in good repair (ordinary wear and tear excepted), properly packed and ready for shipment. If You do not deliver written notice of Your intent to purchase or return the Equipment, the Lease Term of the Schedules shall be extended automatically for successive one month terms until We receive a written notice from You as to return or purchase of the Equipment.

14. UCC FILING: We intend for each Lease to constitute a true lease under the UCC and all applicable laws; however, if any Lease is determined to be other than a true lease, You hereby grant Us a first priority security interest in the Equipment, all replacements, parts, repairs, additions, accessories and accessories incorporated in the Equipment or affixed to the Equipment, and any and all proceeds of the foregoing, including, without limitation, insurance proceeds, and authorize Us to file UCC Financing Statements or similar instruments to perfect such interest (in case this Lease is deemed a secured transaction); provided that in the case of any UCC financing statement, such UCC financing statement and any exhibits relating thereto, shall be substantially in a form as mutually agreed upon by You and Us. The security interest granted herein together with the rights and obligations relating thereto, is made on a precautionary basis only.

15. DEFAULT & REMEDIES: You will be in default under this Master Lease and under any Lease if: (i) You fail to make any required payment under the Lease within ten (10) business days after the date that such payment is due, (ii) You fail to perform in any material respect any other obligation or provision of this Master Lease or any Lease and such failure shall have continued for thirty (30) days after the earlier of written notice from Us and Your having actual knowledge thereof, (iii) any representation or warranty made by You in connection with this Master Lease or any Lease is at the time made materially untrue or incorrect and which remains unremedied for thirty (30) days after receipt of written notice from Us, (iv) a material adverse change occurs in Your financial condition, as reasonably determined by Us, (v) You admit in writing your inability or unwillingness to pay your debts as they become due, or (vi) a petition is filed by or against You under any bankruptcy, insolvency or similar legislation that is not dismissed within sixty (60) days (each a "Default"). If You are ever in Default, We, with or without notice to You, may retain Your security deposit; terminate or cancel the Lease or any of Our obligations to You, require that You pay any rent due and unpaid, the aggregate amount of any and all remaining rent not yet due and payable (discounted at 4%), the amount of any purchase option and late charges, taxes, fees and interest on the same and any other charges or amounts then accrued and unpaid; sue for and recover from You any and all amounts due Us; enter the Equipment location and repossess and remove, or render unusable, the Equipment and Collateral; require You to make the Equipment and Collateral available to Us at a location within the continental United States determined by Us; sell or re-lease the Equipment to any party without notice under such terms and conditions as We alone shall determine; refer the Lease to an attorney for collection and pursue all other remedies available to Us under any agreement, any applicable law or the UCC. You agree to pay all reasonable costs and expenses related to collection or repossession, including fees. You agree that any delay or failure to enforce Our rights under the Lease does not prevent Us from enforcing any rights at a later time. You agree that We will not be responsible to pay You any consequential or incidental damages you claim under the Lease.

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Master Lease Agreement #[ML01234567]

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16. FAX & ELECTRONIC DOCUMENTS: No modification to the Lease as supplied by Us to You shall be effective unless agreed to in writing or other authentication by Us. A fax or copy version of Your signature or other authentication on this Lease when received by Us shall be binding on You for all purposes as if originally signed. The Lease shall only become binding against Us when actually signed or authenticated by Us. Both You and We agree that the written version of the Lease containing Our original signature and Your original, fax or copy signature may constitute the original authoritative version, and that the electronic version of the Lease which has been authenticated by You and Us in accordance with applicable law and controlled by the Owner (pursuant to the applicable rules and regulations of DocuSign) shall constitute the original authoritative version of the Lease; provided that if the "Paper Out" process shall have occurred pursuant to the DocuSign Product Reference Guide, and there shall simultaneously exist both the "Paper Out" printed version of the Lease as identified in the electronic audit record and corresponding affidavit shall constitute the sole authoritative version. Both you and We hereby agree that the Lease may be authenticated by electronic means, and expressly consent to the use of the electronic version of the Lease to embody the entire agreement and the understanding between You and Us. You wish to continue to receive information at Your fax and/or email addresses. The Lease may be executed in any number of counterparts, and all such counterparts, taken together, shall constitute one and the same instrument. Reference herein to "DocuSign" shall mean DocuSign, Inc., San Francisco, CA, or any successor electronic custodian appointed by Us.

17. CELL PHONE CONSENT: You agree that by providing Us with a telephone number for a cellular phone or other wireless device, You are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from Us to You, or Our assigns, and its affiliates and agents at that number. This express consent applies to each such telephone number that you provide Us now or in the future and permits such calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

ACCEPTED:	
Lessee: Kabbage, Inc.	
<i>X</i> <i>James Douglas</i>	7/11/19
James Douglas	CAO Date
Lessor: CIT Bank, NA	
<i>X</i> <i>Alexa Lemieux</i>	7/30/2019
Alexa Lemieux	Authorized Representative Date
4432F646D1A8472...	



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155 Commerce Way, Portsmouth, NH 03801 | Ph: 877-384-3439

Addendum to Master Lease Schedule

This Addendum ("Addendum") shall amend Schedule No.: DCC-1529717 to Master Lease Agreement No.: ML01768154 by and between Kabbage, Inc. DBA Kabbage ("Lessee") and CIT Bank, N.A. ("Lessor") with reference to the above lease transaction ("Lease"). All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect.

Lessee hereby authorizes Lessor to correct the following:

- | | | |
|--|---|--|
| ☐ Lessee/Company Name | ☒ Advance Payment | ☐ SignorTitle |
| ☐ Equipment Location | ☐ Rate Factor | ☐ EOL Option |
| ☐ Terms | ☐ BillingAddress | ☐ Equipment Description |
| ☒ Payment Amount | ☐ Processing Fees | ☐ Other |
| ☒ Security Deposit | ☐ SignorName | |

The Schedule and all other documents given in conjunction therewith shall now read:

Payment Amount: \$482.70

Security Deposit: \$0.00

Advance Payment: \$ 525.67

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Lessee: Kabbage, Inc. DBA Kabbage

DocuSigned by:
X James Douglas 7/23/2019
James Douglas CEO
3376380EFBBE487... (Date)

ACCEPTED BY CIT Bank, N.A.

DocuSigned by:
X Kara Kelley 7/23/2019
Kara Kelley
3376380EFBBE487... (Date)

Page 1 of 1

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Master Lease Agreement #[ML01234567]

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This Equipment Schedule incorporates the terms and conditions of the referenced Master Lease. Each capitalized term has the same meaning given to it in the referenced Master Lease unless otherwise defined here. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where

LESSEE INFORMATION: Please verify this section and complete any missing information

Lessee: Kabbage, Inc.

Billing Address: 730 Peachtree Rd, NE, Suite 1100

City: Atlanta	State: GA	Zip: 30308	County:
Federal Tax ID:	State of Incorporation:		
Phone:	Fax:	Email:	

EQUIPMENT DESCRIPTION:

All personal property as set forth on the below invoice numbers dated as listed, including all attachments, accessories and inclusions per Invoice and all replacement parts, additions, repairs, accessions, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

Quote: 2205596964-18000002716164

Refer to Apple Inc. Invoices: AA27372327, AA27436795, AA27441666, AA27441844, AA27599372, AA30521037,

See the attached invoices for Equipment listing purposes only. You acknowledge that You are choosing to lease this Equipment over time per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the invoice(s).

Equipment Location (if different from billing):

LEASE TERMS and CONDITIONS:

Your Rent is set forth below and is due in advance on the due date to be established by US on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the Commencement Date. This is a noncancelable, Irrevocable lease; It cannot be cancelled or terminated.

LEASE TERM:	MONTHLY RENT:	UPFRONT PAYMENT AMOUNTS: *	END OF LEASE OPTION:
36 Months (term is monthly unless otherwise indicated)	\$427.60 (plus applicable sales tax)	Security Deposit \$0.00 Advance Pmt w/ Tax \$465.55 Processing Fees \$0.00	Fair market value as determined pursuant to the terms of the Master Lease

*Inclusive of sales tax where applicable

End of Lease Option: Provided that no Default under the Lease has occurred or is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is, where is" basis, with all faults and without representation by or warranty from Us.

Delivery Guaranty Option: In reliance on your promise to pay Us and subject to Lease terms, We may, at your verbal direction and subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as the Supplier, manufacturer, vendor, installer or carrier and shall not assert against Us any claim or defense that You may have with the Equipment, installation or delivery.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of your rights, title and interest in and to the Invoice and the covered Equipment.

EQUIPMENT DELIVERY & ACCEPTANCE

You certify that all Equipment has been furnished and delivery and installation and other work necessary prior to use has been fully completed to your satisfaction. Equipment is in good condition, working order and repair and in compliance with your requirements. You authorize Us to pay the Equipment Supplier(s) pursuant to the attached Invoice(s) any and all amounts not previously paid pursuant to the Delivery Guaranty Option. Upon signing or authenticating below, your promises herein will be irrevocable and unconditional in all respects and you irrevocably accept the Equipment "as is", "where is" and without recourse, representation or warranty of any kind express or implied.

LESSEE: Kabbage, Inc.

X James Douglas CAO Date of Delivery & Acceptance

LEASE ACCEPTANCE:

Lessor: CIT Bank N.A.

Lessee: Kabbage, Inc.
X James Douglas CAO Date 7/1/19

Lessor: CIT Bank N.A.

DocuSigned By:

X Alexa Lemieux
Authorized Representative
Signature Date: 7/30/2019

THIS IS A COPYThe Authoritative Copy of this record is held at www.docuSign.net**Invoice**

Sales Order Number: 1009552154
 Invoice Number: AA27372327
 Customer Number: 1132641
 PO Number: DCC-1529717

Invoice Date: 07/06/2019
 Payment Due Date: 08/05/2019
 Payment Terms: Net 30 Days
 Amount Due: USD\$ 1,859.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0UK	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0UK00013): PROCESSOR 2.5GHz Dual-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 640 MEMORY 16GB 2133MHz LPDDR3 SDRAM HARD DRIVE/SOLID STATE DRIVE 256GB PCIe-based SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Two Thunderbolt 3 Ports PRO APPS NONE LOGIC PRO NONE KEYBOARD AND DOCUMENTATION KEYBOARD/USER'S GUIDE COUNTRY KIT COUNTRY KIT Web Order Number: 2205596964	4	1	\$ 1,859.00	\$ 1,859.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 1,859.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 1,859.00

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155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
FVFZ1115HV2H

COPY

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Sales Order Number: 1009552154
Invoice Number: AA27436795
Customer Number: 1132641
PO Number: DCC-1529717

Invoice Date: 07/06/2019
Payment Due Date: 08/05/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 1,859.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0UK	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0UK00013): PROCESSOR 2.5GHz Dual-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 640 MEMORY 16GB 2133MHz LPDDR3 SDRAM HARD DRIVE/SOLID STATE DRIVE 256GB PCIe-based SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Two Thunderbolt 3 Ports PRO APPS NONE LOGIC PRO NONE KEYBOARD AND DOCUMENTATION KEYBOARD/USER'S GUIDE COUNTRY KIT COUNTRY KIT Web Order Number: 2205596964	4	1	\$ 1,859.00	\$ 1,859.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 1,859.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 1,859.00

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Sales Order Number: 1009552154
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Invoice Date: 07/06/2019
Payment Due Date: 08/05/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 1,859.00

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730 PEACHTREE ST STE 1100
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USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price¹	Extended Price
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Serial Numbers for Item 000010
FVFZ1117HV2H

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Sales Order Number: 1009552154
 Invoice Number: AA27441666
 Customer Number: 1132641
 PO Number: DCC-1529717

Invoice Date: 07/06/2019
 Payment Due Date: 08/05/2019
 Payment Terms: Net 30 Days
 Amount Due: USD\$ 9,668.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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000020	Z0WV	MBP 15.4 SPACE GRAY With the following configuration (configuration ID Z0WV00058): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 555X with 4GB GDDR5 MEMORY 16GB 2400MHz DDR4 memory STORAGE 512GB SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number: 2205596964	4	4	\$ 2,417.00	\$ 9,668.00
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Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 9,668.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 9,668.00**

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Sales Order Number: 1009552154
Invoice Number: AA27441666
Customer Number: 1132641
PO Number: DCC-1529717

Invoice Date: 07/06/2019
Payment Due Date: 08/05/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 9,668.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DIRECT CAPITAL CORPORATION
BUSINESS
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000020

C02Z15SULVDQ

C02Z15SVLVDQ

C02Z15SXLVDQ

C02Z15SYLVDQ

THIS IS A COPYThe Authoritative Copy of this record is held at www.docuSign.net**Invoice**

Sales Order Number: 1009552154
 Invoice Number: AA27441844
 Customer Number: 1132641
 PO Number: DCC-1529717

Invoice Date: 07/06/2019
 Payment Due Date: 08/05/2019
 Payment Terms: Net 30 Days
 Amount Due: USD\$ 1,859.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price*	Extended Price
000010	Z0UK	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0UK00013): PROCESSOR 2.5GHz Dual-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 640 MEMORY 16GB 2133MHz LPDDR3 SDRAM HARD DRIVE/SOLID STATE DRIVE 256GB PCIe-based SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Two Thunderbolt 3 Ports PRO APPS NONE LOGIC PRO NONE KEYBOARD AND DOCUMENTATION KEYBOARD/USER'S GUIDE COUNTRY KIT COUNTRY KIT Web Order Number: 2205596964	4	1	\$ 1,859.00	\$ 1,859.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 1,859.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 1,859.00

THIS IS A COPYThe Authoritative Copy of this record is held at www.docuSign.net**Invoice**

Sales Order Number: 1009552154
Invoice Number: AA27441844
Customer Number: 1132641
PO Number: DCC-1529717

Invoice Date: 07/06/2019
Payment Due Date: 08/05/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 1,859.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DIRECT CAPITAL CORPORATION
BUSINESS
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
FVFZ10ZKHV2H

THIS IS A COPYThe Authoritative Copy of this record is held at www.docusign.net**Invoice**

Sales Order Number: 1009552154
 Invoice Number: AA27599372
 Customer Number: 1132641
 PO Number: DCC-1529717

Invoice Date: 07/08/2019
 Payment Due Date: 08/07/2019
 Payment Terms: Net 30 Days
 Amount Due: USD\$ 1,859.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price*	Extended Price
000010	Z0UK	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0UK00013): PROCESSOR 2.5GHz Dual-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 640 MEMORY 16GB 2133MHz LPDDR3 SDRAM HARD DRIVE/SOLID STATE DRIVE 256GB PCIe-based SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Two Thunderbolt 3 Ports PRO APPS NONE LOGIC PRO NONE KEYBOARD AND DOCUMENTATION KEYBOARD/USER'S GUIDE COUNTRY KIT COUNTRY KIT Web Order Number: 2205596964	4	1	\$ 1,859.00	\$ 1,859.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions**Terms and Conditions**

This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 1,859.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 1,859.00

THIS IS A COPYThe Authoritative Copy of this record is held at www.docuSign.net**Invoice**

Sales Order Number: 1009552154
Invoice Number: AA27599372
Customer Number: 1132641
PO Number: DCC-1529717

Invoice Date: 07/08/2019
Payment Due Date: 08/07/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 1,859.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DIRECT CAPITAL CORPORATION
BUSINESS
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price*	Extended Price
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Serial Numbers for Item 000010
FVFZ11M7HV2H

THIS IS A COPYThe Authoritative Copy of this record is held at www.docuSign.net**Invoice**

Sales Order Number: 1009643691
Invoice Number: AA30521037
Customer Number: 1132641
PO Number: DCC-1529717-A

Invoice Date: 07/24/2019
Payment Due Date: 08/23/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,204.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DIRECT CAPITAL CORPORATION
 BUSINESS
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1529717-A
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price ¹	Extended Price
000010	S6202LL/A	APPLECARE+ FOR MB PRO 13" - PHX	4	4	\$ 229.00	\$ 916.00
000020	S6127LL/A	APPLECARE+ FOR MB PRO 15" - PHX	4	4	\$ 322.00	\$ 1,288.00

Web Order Number : 2205648457

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 2,204.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 2,204.00**

Delaware Department of State
U.C.C. Filing Section
Filed: 08:11 PM 07/30/2019
U.C.C. Initial Filing No: 2019 5307017

Service Request No: 20196240870

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1677 22363 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	

Filed In: Delaware
(S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME KABBAGE, INC.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
7406, 130 W 25TH ST 8TH FLOOR	NEW YORK	NY	10001 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SECURED LENDER SOLUTIONS, LLC			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
P.O. BOX 2576	SPRINGFIELD	IL	62708 USA

4. COLLATERAL: This financing statement covers the following collateral:

THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES & INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM

See Below additional collateral description:
QTY 8 - MBP

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 1529717	

1677 22363

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

KABBAGE, INC.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
Special Instructions null

SCHEDULE # DCC-1540927



Debt Calculation

Name: Kabbage Inc.
 Master Lease Agreement # ML 01234567
 Schedule # DCC-1540927
 IL # 097-0100907-001
 Dated Prepared: 11/28/2022

Regular payment	\$ 720.38
Buyout Option	\$ 3,969.00
Sales Tax %	8.90%
Term	36
Payments Made	36
Past Due Payments	0
Accelerated Payments (regular)	0
Discount Rate	4%

Past Due Rent	\$ -
Accelerated Rent (regular payments), discounted to PV.	\$0.00
Buyout option discounted to PV	\$3,969.00
Total Principal Due:	\$ 3,969.00

Late Fees	
Property Tax	
Repossession Fees	\$ -
Insurance Fees	\$ -
Insufficient Fund Fees	\$ -
Termination Fee	\$ 379.00
Sales Tax	\$ 353.24
Total Non-Principal Damages	\$ 732.24

TOTAL DUE & OWING (not including attorney fees)	\$ 4,701.24
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-Security Deposit	\$ -
-Recoveries received	\$ -
-Proceeds from sale of equipment	\$ -
Total:	\$ 4,701.24

Date of default: 10/25/2025
 Filed 10/12/2022

Payment ID	Date Received	Check #	Total Check Received	Late Charge(s) (\$)	Late Charge Tax (\$)	Rental Amount(\$)	Rental Tax(\$)	Misc Received(\$)
104094695	09/16/2022		748.57	0.0	0.0	661.5	56.23	30.84
104236750	08/25/2022		748.57	0.0	0.0	661.5	56.23	30.84
103965940	07/25/2022		748.57	0.0	0.0	661.5	56.23	30.84
103725673	06/17/2022		748.57	0.0	0.0	661.5	56.23	30.84
103463366	06/25/2022		748.57	0.0	0.0	661.5	56.23	30.84
103200282	04/25/2022		751.22	0.0	0.0	661.5	56.88	30.84
102941162	09/25/2022		751.22	0.0	0.0	661.5	56.88	30.84
102882465	02/25/2022		751.22	0.0	0.0	661.5	56.88	30.84
102408449	01/25/2022		751.22	0.0	0.0	661.5	56.88	30.84
102169272	12/27/2021		751.22	0.0	0.0	661.5	56.88	30.84
101926802	11/29/2021		972.09	0.0	0.0	661.5	56.88	109.24
101642800	10/25/2021		680.22	0.0	0.0	661.5	56.88	30.84
101400603	09/27/2021		751.22	0.0	0.0	661.5	56.88	30.84
101145788	08/25/2021		751.22	0.0	0.0	661.5	56.88	30.84
100885179	07/26/2021		751.22	0.0	0.0	661.5	56.88	30.84
100632258	06/25/2021		751.22	0.0	0.0	661.5	56.88	30.84
100371685	04/26/2021		751.22	0.0	0.0	661.5	56.88	30.84
100106977	03/25/2021		751.22	0.0	0.0	661.5	56.88	30.84
99947447	02/25/2021		751.22	0.0	0.0	661.5	56.88	30.84
99774350	01/25/2021		751.22	0.0	0.0	661.5	56.88	30.84
99288104	12/28/2020		1094.65	0.0	0.0	661.5	56.88	314.27
99043768	10/26/2020		880.22	0.0	0.0	661.5	56.88	109.24
98775293	09/25/2020		751.22	0.0	0.0	661.5	56.88	30.84
98493335	08/25/2020		751.22	0.0	0.0	661.5	56.88	30.84
98220686	07/27/2020		751.22	0.0	0.0	661.5	56.88	30.84
97942910	06/25/2020		751.22	0.0	0.0	661.5	56.88	30.84
97396471	05/25/2020		751.22	0.0	0.0	661.5	56.88	30.84
97076095	04/27/2020		751.22	0.0	0.0	661.5	56.88	30.84
96821260	04/10/2020		850.45	99.23	0.0	661.5	56.88	30.84
96277839	02/25/2020		751.22	0.0	0.0	661.5	56.88	30.84
95992427	12/25/2019		751.22	0.0	0.0	661.5	56.88	30.84
95714569	11/25/2019		751.22	0.0	0.0	661.5	56.88	30.84
95418735	10/25/2019		240.13	0.0	0.0	0.0	0.0	240.13
94489548	09/30/2019	CP08.16	0.0	0.0	0.0	661.5	56.88	0.00

**Quote:**

2205684771 -
18000002865491

Date:

Tuesday, August 13, 2019

Valid until:

Thursday, September 12,
2019

Prepared for:

Ryan Mendel

KABBAGE

730 PEACHTREE ST STE 1100

ATLANTA, GA 30308

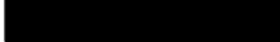
**Ship to:**

Ryan Mendel

KABBAGE

730 PEACHTREE ST STE 1100

ATLANTA, GA 30308

**Prepared by:**

Mike Allison

Apple Business Team

+1-916-3997828



Customer ID: 22323732228282

Product / Description	Qty	Price	Total
13-Inch MacBook Pro with Touch Bar - Space Gray Z0WR Configuration: • 2.8GHz quad-core 8th-generation Intel Core i7 processor, Turbo Boost up to 4.7GHz • Intel Iris Plus Graphics 655 • 16GB 2133MHz LPDDR3 memory • 512GB PCIe-based SSD • Force Touch Trackpad • Four Thunderbolt 3 ports • Touch Bar and Touch ID • NONE • Backlit Keyboard - US English	5	\$2,324.00	\$11,620.00
AppleCare+ for 13-inch MacBook Pro S6202LL/A	5	\$229.00	\$1,145.00
15-inch MacBook Pro with Touch Bar - Space Gray Z0WV Configuration: • 2.6GHz 6-core 9th-generation Intel Core i7 processor, Turbo Boost up to 4.5GHz • Radeon Pro 555X with 4GB of GDDR5 memory • 16GB 2400MHz DDR4 memory • 512GB SSD storage	5	\$2,417.00	\$12,085.00

- Force Touch Trackpad
- Four Thunderbolt 3 ports
- Touch Bar and Touch ID
- Backlit Keyboard – US English

AppleCare+ for 15-inch MacBook Pro	5	\$322.00	\$1,610.00
S6127LL/A			

Subtotal	\$26,460.00
Estimated Tax	\$2,109.75
Estimated Total (USD)	\$28,569.75

Delivery Expectations

Your product(s) will ship as they become available. All shipments subject to unexpected carrier delays.

Terms and Conditions

This is a quote invoice, not a receipt of purchase. The applicable sales tax and any additional surcharges (such as recycling fees) are subject to verification and will be reflected on your final invoice.

Product availability and pricing are subject to change without notification. The configurations and pricing noted in this quote are generally valid for up to 30 days, and are specifically intended for purchase by the entity indicated above. Quotes that reflect promotional or special sales event discounts are valid only for the duration of the promotion or special sales event.

Consideration for business pricing is made based on the type of product, the quantity and the availability of the products ordered. For further information regarding this proposal, please contact your Apple Business Team. Our full sales and refund terms and conditions can be found at <http://www.apple.com/legal/sales-support/>.

<http://www.apple.com/retail/business/>

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34750222
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/20/2019
Payment Due Date: 09/19/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 4,648.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1540927
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0WR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): PROCESSOR 2.8GHz Quad-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 655 MEMORY 16GB 2133MHz LPDDR3 memory STORAGE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2205684771	5	2	\$ 2,324.00	\$ 4,648.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 4,648.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 4,648.00**

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34750222
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/20/2019
Payment Due Date: 09/19/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 4,648.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DCC
DIRECT CAPITAL CORPORATION
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
DCC-1540927
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
C02Z73KMLVDM

C02Z73KNLVDM

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34966393
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/20/2019
Payment Due Date: 09/19/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 19,057.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1540927
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0WR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): COUNTRY KIT COUNTRY KIT KEYBOARD AND DOCUMENTATION KEYBOARD LOGIC PRO X NONE PRO APPS NONE INPUT Touch Bar and Touch ID THUNDERBOLT Four Thunderbolt 3 Ports MOUSE AND TRACKPAD Force Touch Trackpad STORAGE 512GB SSD MEMORY 16GB 2133MHz LPDDR3 memory GRAPHICS Intel Iris Plus Graphics 655 PROCESSOR 2.8GHz Quad-core Intel Core i7	5	3	\$ 2,324.00	\$ 6,972.00
000030	Z0VV	MBP 15.4 SPACE GRAY With the following configuration (configuration ID Z0VV00058): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 555X with 4GB GDDR5 MEMORY 16GB 2400MHz DDR4 memory STORAGE 512GB SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT	5	5	\$ 2,417.00	\$ 12,085.00

Web Order Number : 2205684771

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34966393
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/20/2019
Payment Due Date: 09/19/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 19,057.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1540927
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
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Subtotal \$ 19,057.00

Tax \$ 0.00

Shipping \$0.00

Total Amount Due: USD\$ 19,057.00

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34966393
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/20/2019
Payment Due Date: 09/19/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 19,057.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1540927
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010

C02Z745PLVDM C02Z745QLVDM C02Z745SLVDM

Serial Numbers for Item 000030

C02Z77NULVDQ C02Z77NWLVDQ C02Z77NXLVDQ C02Z77NYLVDQ C02Z77NZLVDQ

Invoice

Sales Order Number: 1009746687
Invoice Number: AA34372526
Customer Number: 615591
PO Number: DCC-1540927

Invoice Date: 08/16/2019
Payment Due Date: 09/15/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,755.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 DCC-1540927
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000020	S6202LL/A	APPLECARE+ FOR MB PRO 13' - PHX	5	5	\$ 229.00	\$ 1,145.00
000040	S6127LL/A	APPLECARE+ FOR MB PRO 15' - PHX	5	5	\$ 322.00	\$ 1,610.00

Web Order Number : 2205684771

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 2,755.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: USD\$ 2,755.00



155 Commerce Way, Portsmouth, NH 03801 | Ph: 877-384-3439

Addendum to Master Lease Schedule

This Addendum ("Addendum") shall amend Schedule No.: DCC-1540927 to Master Lease Agreement No.: ML01234567 by and between Kabbage, Inc. DBA Kabbage ("Lessee") and CIT Bank, N.A. ("Lessor") with reference to the above lease transaction ("Lease"). All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect.

Lessee hereby authorizes Lessor to correct the following:

- | | | |
|--|---|--|
| ☐ Lessee/Company Name | ☒ Advance Payment | ☐ SignorTitle |
| ☐ Equipment Location | ☐ Rate Factor | ☐ EOL Option |
| ☐ Terms | ☐ BillingAddress | ☐ Equipment Description |
| ☐ Payment Amount | ☐ Processing Fees | ☒ Other |
| ☐ Security Deposit | ☐ SignorName | |

The Schedule and all other documents given in conjunction therewith shall now read:

Advance Payment: \$ 720.38

Other: Master Lease Agreement # to read as: ML01234567

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Lessee: Kabbage, Inc. DBA Kabbage

X N/A

James Douglas, CFO

(Date)

ACCEPTED BY CIT Bank, N.A.

X *Jesse Armstrong*

8/15/2019

(Date)

Page 1 of 1

CONFIDENTIAL

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MLSADD62513

THIS IS A COPY
The Authoritative Copy of this record is held at www.docusign.net
EQUIPMENT SCHEDULE #DCC-1540927

Master Lease Agreement #[ML01768154]

155 Commerce Way / Portsmouth, NH 03801 | Ph: 800-999-9942 877-384-3439 | F: 800-875-0312

This Equipment Schedule incorporates the terms and conditions of the referenced Master Lease. Each capitalized term has the same meaning given to it in the referenced Master Lease unless otherwise defined here. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where

LESSEE INFORMATION: Please verify this section and complete any missing information

Lessee: Kabbage, Inc.

Billing Address: 730 Peachtree Rd, NE, Suite 1100

City: Atlanta	State: GA	Zip: 30308	County:
Federal Tax ID:	State of Incorporation:		
Phone:	Fax:	Email:	

EQUIPMENT DESCRIPTION:

All personal property as set forth on the below invoice numbers dated as listed, including all attachments, accessories and inclusions per Invoice and all replacement parts, additions, repairs, accessions, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

Quote: 2205684771-18000002865491

Please refer to Apple Inc Invoices: AA34750222, AA34966393, and AA34372526

See the attached invoices for Equipment listing purposes only. You acknowledge that you are choosing to lease this Equipment over time per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the invoice(s).

Equipment Location (if different from billing):

LEASE TERMS and CONDITIONS:

Your Rent is set forth below and is due in advance on the due date to be established by US on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the Commencement Date. This is a noncancelable, Irrevocable lease; It cannot be cancelled or terminated.

LEASE TERM: 36 Months (term is monthly unless otherwise indicated)	MONTHLY RENT: \$661.50 (inclusive of sales tax)	UPFRONT PAYMENT AMOUNTS: * Security Deposit \$0.00 Advance Pmt w/ Tax \$720.21 Processing Fees \$0.00	END OF LEASE OPTION: Fair market value as determined pursuant to the terms of the Master Lease
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*Inclusive of sales tax where applicable

End of Lease Option: Provided that no Default under the Lease has occurred or is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is, where is" basis, with all faults and without representation by or warranty from Us.

Delivery Guaranty Option: In reliance on your promise to pay Us and subject to Lease terms, We may, at your verbal direction and subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as the Supplier, manufacturer, vendor, installer or carrier and shall not assert against Us any claim or defense that You may have with the Equipment, installation or delivery.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of your rights, title and interest in and to the Invoice and the covered Equipment.

EQUIPMENT DELIVERY & ACCEPTANCE

You certify that all Equipment has been furnished and delivery and installation and other work necessary prior to use has been fully completed to your satisfaction. Equipment is in good condition, working order and repair and in compliance with your requirements. You authorize Us to pay the Equipment Supplier(s) pursuant to the attached Invoice(s) any and all amounts not previously paid pursuant to the Delivery Guaranty Option. Upon signing or authenticating below, your promises herein will be irrevocable and unconditional in all respects and you irrevocably accept the Equipment "as is", "where is" and without recourse, representation or warranty of any kind express or implied.

LESSEE: Kabbage, Inc.

X _____
James Douglas Date of Delivery & Acceptance

LEASE ACCEPTANCE:

Lessee: Kabbage, Inc.

X _____
James Douglas Date 8/14/19

Lessee: CIT Bank, N.A.

X _____
Authorized Representative 9/19/2019
Commencement Date:

Delaware Department of State
U.C.C. Filing Section
Filed: 01:25 PM 09/19/2019
U.C.C. Initial Filing No: 2019 6523711

Service Request No: 20197121063

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1701 09735 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Delaware (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME KABBAGE, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	730 PEACHTREE ST STE 1100	CITY ATLANTA	STATE GA	POSTAL CODE 30308 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME FINANCIAL AGENT SERVICES				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	P.O. BOX 2576	CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, PAYMENT INTANGIBLES, GOODS, INVENTORY, INVESTMENT PROPERTY, RENTS, INCOME, SECURITIES, FIXTURES AND OTHER PROPERTY, NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS. ALL MACHINERY AND EQUIPMENT, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS.

THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES & INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 1540927	

1701 09735

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

KABBAGE, INC.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Below additional collateral description, if applicable: Collateral shall include (5) MBP 13.3 SPACE GRAY and (5) MBP 15.4 SPACE GRAY together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed thereto and any and all proceeds of the foregoing, including, without limitation, insurance proceeds.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
Special Instructions null

SCHEDULE # DCC-1542550



Debt Calculation

Name: Kabbage Inc.
 Master Lease Agreement # ML 01234567
 Schedule # DCC-1542550
 IL # 097-0100907-002
 Dated Prepared: 11/28/2022

Regular payment \$ 1,626.08

Buyout Option \$ 9,756.45

Sales Tax % 8.90%

Term 36

Payments Made 36

Past Due Payments 0

Accelerated Payments (regular) 0

Discount Rate 4%

Past Due Rent \$ -

Accelerated Rent (regular payments), discounted to PV. \$0.00

Buyout option discounted to PV \$9,756.45

Total Principal Due: \$ 9,756.45

Late Fees

Property Tax

Repossession Fees \$ -

Insurance Fees \$ -

Insufficient Fund Fees \$ -

Termination Fee \$ 379.00

Sales Tax \$ 868.32

Total Non-Principal Damages \$ 1,247.32

TOTAL DUE & OWING (not including attorney fees) \$ 11,003.77

-Security Deposit \$ -

-Recoveries received \$ -

-Proceeds from sale of equipment \$ -

Total: \$ 11,003.77

Date of default: 10/25/2025

Filed 10/12/2022

Payment ID	Date Received	Check #	Total Check Received	Late Charge(s) (\$)	Late Charge Tax (\$)	Rental Amount(\$)	Rental Tax(\$)	Misc Received(\$)
10494697	09/26/2022		1823.71	0.0	0.0	1626.08	138.21	59.42
104736732	09/25/2022		1823.71	0.0	0.0	1626.08	138.21	59.42
103966342	07/25/2022		1823.71	0.0	0.0	1626.08	138.21	59.42
103725674	06/27/2022		1823.71	0.0	0.0	1626.08	138.21	59.42
103465387	05/25/2022		1823.71	0.0	0.0	1626.08	138.21	59.42
103200263	04/25/2022		1830.22	0.0	0.0	1626.08	144.72	59.42
102941164	03/25/2022		1830.22	0.0	0.0	1626.08	144.72	59.42
102682466	02/25/2022		1830.22	0.0	0.0	1626.08	144.72	59.42
102403450	01/25/2022		1830.22	0.0	0.0	1626.08	144.72	59.42
102169273	12/27/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
101926803	11/29/2021		2394.8	0.0	0.0	1626.08	144.72	614.00
101642801	10/25/2021		1909.22	0.0	0.0	1626.08	144.72	138.42
101400604	09/27/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
101145789	08/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
100885180	07/26/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
100632299	06/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
100371686	05/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
100106978	04/26/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
99847448	03/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
99574531	02/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
99288105	01/25/2021		1830.22	0.0	0.0	1626.08	144.72	59.42
99043769	12/28/2020		2525.98	0.0	0.0	1626.08	144.72	755.18
98775294	11/25/2020		1909.22	0.0	0.0	1626.08	144.72	138.42
98493336	10/26/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
98220697	09/25/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
97942914	08/25/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
97670861	07/27/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
97396472	06/25/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
97076096	05/25/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
96821261	04/27/2020		2074.13	243.91	0.0	1626.08	144.72	59.42
96713584	04/15/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
96277840	02/25/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
95992428	01/27/2020		1830.22	0.0	0.0	1626.08	144.72	59.42
95714570	12/25/2019		1830.22	0.0	0.0	1626.08	144.72	59.42
95418736	11/25/2019		1830.22	0.0	0.0	1626.08	144.72	59.42
95134095	10/25/2019		590.26	0.0	0.0	0.0	0.0	590.26
94490246	10/01/2019	CBP08.22	0.0	0.0	0.0	1626.08	144.72	0.01

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35295737
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/21/2019
Payment Due Date: 09/20/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 51,099.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	MV912LL/A	MBP 15.4 SG/2.3GHZ/16GB/RP560X/512GB-USA	17	17	\$ 2,603.00	\$ 44,251.00
000020	S6127LL/A	APPLECARE+ FOR MB PRO 15' - PHX	17	17	\$ 322.00	\$ 5,474.00
000040	S6202LL/A	APPLECARE+ FOR MB PRO 13' - PHX	6	6	\$ 229.00	\$ 1,374.00

Web Order Number : 2205692559

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 51,099.00

Tax \$ 0.00

Shipping \$0.00

Total Amount Due: USD\$ 51,099.00

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35295737
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/21/2019
Payment Due Date: 09/20/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 51,099.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010

C02YT8X9LVCG	C02YTAE7LVCG	C02YTDMLVCG	C02YTEAPLVCG	C02YTEB4LVCG
C02YTEBULVCG	C02YTEHDLVCG	C02YTEJVLVCG	C02YTEJZLVCG	C02YTFPQLVCG
C02YTGMBLVCG	C02YTGPELVCG	C02YTG51LVCG	C02YTG5GLVCG	C02YTH2NLVCG
C02YTH3RLVCG	C02YTH6QLVCG			

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35501025
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/24/2019
Payment Due Date: 09/23/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,324.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE INC dba KABBAGE
 JAMES DOUGLAS
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000030	Z0WR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): PROCESSOR 2.8GHz Quad-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 655 MEMORY 16GB 2133MHz LPDDR3 memory STORAGE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2205692559	6	1	\$ 2,324.00	\$ 2,324.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions**Terms and Conditions**

This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 2,324.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 2,324.00**

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35501025
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/24/2019
Payment Due Date: 09/23/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,324.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DCC
DIRECT CAPITAL CORPORATION
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE INC dba KABBAGE
JAMES DOUGLAS
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000030
C02Z82EKLVDN

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35670806
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/24/2019
Payment Due Date: 09/23/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 11,620.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE INC dba KABBAGE
 JAMES DOUGLAS
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000030	ZOWR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): PROCESSOR 2.8GHz Quad-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 655 MEMORY 16GB 2133MHz LPDDR3 memory STORAGE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2205692559	6	5	\$ 2,324.00	\$ 11,620.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 11,620.00

Tax \$ 0.00

Shipping \$0.00

Total Amount Due: USD\$ 11,620.00

Invoice

Sales Order Number: 1009771070
Invoice Number: AA35670806
Customer Number: 615591
PO Number: DCC-1542550

Invoice Date: 08/24/2019
Payment Due Date: 09/23/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 11,620.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DCC
DIRECT CAPITAL CORPORATION
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE INC dba KABBAGE
JAMES DOUGLAS
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000030

C02Z82C4LVDM C02Z82EELVDM C02Z82FALVDM C02Z82FBLVDM C02Z82FCLVDM

THIS IS A COPY
EQUIPMENT SCHEDULE #DOC1542559 www.docusign.net

Master Lease Agreement #[ML01234567]

155 Commerce Way / Portsmouth, NH 03801 | Ph: 800-999-9942 877-384-3439 | F: 800-875-0312

This Equipment Schedule incorporates the terms and conditions of the referenced Master Lease. Each capitalized term has the same meaning given to it in the referenced Master Lease unless otherwise defined here. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where

LESSEE INFORMATION: Please verify this section and complete any missing information

Lessee: Kabbage, Inc.

Billing Address: 730 Peachtree Rd, NE, Suite 1100

City: Atlanta	State: GA	Zip: 30308	County:
Federal Tax ID:	State of Incorporation:		
Phone:	Fax:	Email:	

EQUIPMENT DESCRIPTION:

All personal property as set forth on the below invoice numbers dated as listed, including all attachments, accessories and inclusions per Invoice and all replacement parts, additions, repairs, accessions, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

Quote: 2205692559-18000002877273

Please refer to Apple Inc Invoices: AA35295737, AA35501025, and AA35670806

See the attached invoices for Equipment listing purposes only. You acknowledge that You are choosing to lease this Equipment over time per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the Invoice(s).

Equipment Location (if different from billing):

LEASE TERMS and CONDITIONS:

Your Rent is set forth below and is due in advance on the due date to be established by US on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the Commencement Date. This is a noncancelable, Irrevocable lease; It cannot be cancelled or terminated.

LEASE TERM: 36 Months (term is monthly unless otherwise indicated)	MONTHLY RENT: \$1,626.08 (inclusive of sales tax)	UPFRONT PAYMENT AMOUNTS: * Security Deposit \$0.00 Advance Pmt w/ Tax \$1,770.81 Processing Fees \$0.00	END OF LEASE OPTION: Fair market value as determined pursuant to the terms of the Master Lease
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*Inclusive of sales tax where applicable

End of Lease Option: Provided that no Default under the Lease has occurred or is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is, where is" basis, with all faults and without representation by or warranty from Us.

Delivery Guaranty Option: In reliance on your promise to pay Us and subject to Lease terms, We may, at your verbal direction and subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as the Supplier, manufacturer, vendor, installer or carrier and shall not assert against Us any claim or defense that You may have with the Equipment, installation or delivery.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of your rights, title and interest in and to the Invoice and the covered Equipment.

EQUIPMENT DELIVERY & ACCEPTANCE

You certify that all Equipment has been furnished and delivery and installation and other work necessary prior to use has been fully completed to your satisfaction. Equipment is in good condition, working order and repair and in compliance with your requirements. You authorize Us to pay the Equipment Supplier(s) pursuant to the attached Invoice(s) any and all amounts not previously paid pursuant to the Delivery Guaranty Option. Upon signing or authenticating below, your promises herein will be irrevocable and unconditional in all respects and you irrevocably accept the Equipment "as is", "where is" and without recourse, representation or warranty of any kind express or implied.

LESSEE: Kabbage, Inc.

X _____
James Douglas Date of Delivery & Acceptance

LEASE ACCEPTANCE:

Lessee: Kabbage, Inc. X _____ James Douglas Date 8/20/19	Lessor: CIT Bank, N.A. X _____ Heather Akana Authorized Representative 9/20/2019 Commencement Date:
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Delaware Department of State
 U.C.C. Filing Section
 Filed: 01:32 PM 09/20/2019
 U.C.C. Initial Filing No: 2019 6557131
 Service Request No: 20197144292

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1701 76529 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Delaware (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME KABBAGE, INC.					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 730 PEACHTREE ST STE 1100		CITY ATLANTA	STATE GA	POSTAL CODE 30308	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CHTD COMPANY					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 2576		CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, PAYMENT INTANGIBLES, GOODS, INVENTORY, INVESTMENT PROPERTY, RENTS, INCOME, SECURITIES, FIXTURES AND OTHER PROPERTY, NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS. ALL MACHINERY AND EQUIPMENT, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS.

THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES & INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM.

5. Check <u>only</u> if applicable and check <u>only one</u> box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative					
6a. Check <u>only</u> if applicable and check <u>only one</u> box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only one</u> box: ☐ Agricultural Lien ☐ Non-UCC Filing		
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor					
8. OPTIONAL FILER REFERENCE DATA: 1542550					

1701 76529

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

KABBAGE, INC.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See Below additional collateral description, if applicable: Collateral shall include (17) MBP 15.4

SG/2.3GHZ/16GB/RP560X/512GB-USA and (6) MBP 13.3 SPACE GRAY together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed thereto and any and all proceeds of the foregoing, including, without limitation, insurance proceeds.

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
Special Instructions null

SCHEDULE # DCC-1556125



Debt Calculation

Name: Kabbage Inc.
 Master Lease Agreement # ML 01234567
 Schedule # DCC-1556125
 IL # 097-0100907-003
 Dated Prepared: 11/28/2022

Regular payment	\$ 1,346.25
Buyout Option	\$ 8,077.50
Sales Tax %	8.90%
Term	36
Payments Made	35
Past Due Payments	0
Accelerated Payments (regular)	1
Discount Rate	4%

Past Due Rent	\$ -
Accelerated Rent (regular payments), discounted to PV.	\$1,341.78
Buyout option discounted to PV	\$8,050.66
Total Principal Due:	\$ 9,392.44

Late Fees	
Property Tax	
Repossession Fees	\$ -
Insurance Fees	\$ -
Insufficient Fund Fees	\$ -
Termination Fee	\$ 379.00
Sales Tax	\$ 835.93

Total Non-Principal Damages	\$ 1,214.93
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TOTAL DUE & OWING (not including attorney fees)	\$ 10,607.37
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-Security Deposit	\$ -
-Recoveries received	\$ -
-Proceeds from sale of equipment	\$ -

Total:	\$ 10,607.37
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Date of default: 11/15/2022
 Filed 10/12/2022

Payment ID	Date Received	Check #	Total Check Received	Late Charge(s) (\$)	Late Charge Tax (\$)	Rental Amount(\$)	Rental Tax(\$)	Misc Received(\$)
104676041	10/17/2022		1512.92	0.0	0.0	1346.25	114.43	52.24
104401628	09/15/2022		1512.92	0.0	0.0	1346.25	114.43	52.24
104142156	09/15/2022		1512.92	0.0	0.0	1346.25	114.43	52.24
103889542	07/15/2022		1512.92	0.0	0.0	1346.25	114.43	52.24
103438502	06/15/2022		1512.92	0.0	0.0	1346.25	114.43	52.24
103373075	06/16/2022		1512.92	0.0	0.0	1346.25	119.82	52.24
103107350	04/15/2022		1518.31	0.0	0.0	1346.25	119.82	52.24
102842305	09/15/2022		1518.31	0.0	0.0	1346.25	119.82	52.24
102807518	02/15/2022		1518.31	0.0	0.0	1346.25	119.82	52.24
102316971	01/18/2022		1518.31	0.0	0.0	1346.25	119.82	52.24
102077368	12/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
101811132	11/15/2021		1597.01	0.0	0.0	1346.25	119.82	512.94
101557801	10/15/2021		1597.31	0.0	0.0	1346.25	119.82	131.24
101310607	09/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
101054469	08/16/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
100796647	07/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
100539446	06/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
100284140	05/17/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
100016627	04/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
997387328	09/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
994739508	02/17/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
99212446	01/15/2021		1518.31	0.0	0.0	1346.25	119.82	52.24
98941284	12/15/2020		2096.23	0.0	0.0	1346.25	119.82	630.16
98670307	11/16/2020		1597.31	0.0	0.0	1346.25	119.82	131.24
98399700	10/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
98126290	09/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
97858566	08/17/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
97570255	07/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
97281330	06/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
96998854	05/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
96723956	04/15/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
96461857	03/16/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
96175515	02/17/2020		1518.31	0.0	0.0	1346.25	119.82	52.24
95898686	01/15/2020		1466.07	0.0	0.0	1346.25	119.82	0.00
95603005	12/16/2019		488.7	0.0	0.0	444.76	39.84	0.00
95360171	11/19/2019	C8P10.18	0.0	0.0	0.0	697.49	79.88	488.70

Invoice

Sales Order Number: 1010044619
Invoice Number: AB04632952
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/16/2019
Payment Due Date: 11/15/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 5,510.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000020	S6202LL/A	APPLECARE+ FOR MB PRO 13" - PHX	10	10	\$ 229.00	\$ 2,290.00
000040	S6127LL/A	APPLECARE+ FOR MB PRO 15" - PHX	10	10	\$ 322.00	\$ 3,220.00

Web Order Number : 2205816973

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 5,510.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 5,510.00**

Invoice

Sales Order Number: 1010044619
Invoice Number: AB05160309
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/17/2019
Payment Due Date: 11/16/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,510.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000030	Z0WV	MBP 15.4 SPACE GRAY With the following configuration (configuration ID Z0WV0005C): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 560X with 4GB GDDR5 MEMORY 16GB 2400MHz DDR4 memory STORAGE 512GB SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT	10	1	\$ 2,510.00	\$ 2,510.00

Web Order Number : 2205816973

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 2,510.00

Tax \$ 0.00

Shipping \$0.00

Total Amount Due: **USD\$ 2,510.00**

Invoice



Sales Order Number: 1010044619
Invoice Number: AB05160309
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/17/2019
Payment Due Date: 11/16/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,510.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DCC
DIRECT CAPITAL CORPORATION
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000030
C02ZJ2Q2LVDQ

Invoice

Sales Order Number: 1010044619
Invoice Number: AB05377074
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/18/2019
Payment Due Date: 11/17/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 5,020.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000030	Z0WV	MBP 15.4 SPACE GRAY With the following configuration (configuration ID Z0WV0005C): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 560X with 4GB GDDR5 MEMORY 16GB 2400MHz DDR4 memory STORAGE 512GB SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2205816973	10	2	\$ 2,510.00	\$ 5,020.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 5,020.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 5,020.00**

Invoice

Sales Order Number: 1010044619
Invoice Number: AB05377074
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/18/2019
Payment Due Date: 11/17/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 5,020.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
DCC
DIRECT CAPITAL CORPORATION
DIRECT CAPITAL CORPORATION
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000030
C02ZK1AWLVDQ

C02ZK1AXLVDQ

Invoice

Sales Order Number: 1010044619
Invoice Number: AB05458363
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/18/2019
Payment Due Date: 11/17/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 40,810.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0WR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): COUNTRY KIT COUNTRY KIT KEYBOARD AND DOCUMENTATION KEYBOARD LOGIC PRO X NONE PRO APPS NONE INPUT Touch Bar and Touch ID THUNDERBOLT Four Thunderbolt 3 Ports MOUSE AND TRACKPAD Force Touch Trackpad STORAGE 512GB SSD MEMORY 16GB 2133MHz LPDDR3 memory GRAPHICS Intel Iris Plus Graphics 655 PROCESSOR 2.8GHz Quad-core Intel Core i7	10	10	\$ 2,324.00	\$ 23,240.00
000030	Z0WV	MBP 15.4 SPACE GRAY With the following configuration (configuration ID Z0WV0005C): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 560X with 4GB GDDR5 MEMORY 16GB 2400MHz DDR4 memory STORAGE 512GB SSD TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2205816973	10	7	\$ 2,510.00	\$ 17,570.00

Invoice

Sales Order Number: 1010044619
Invoice Number: A805458363
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/18/2019
Payment Due Date: 11/17/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 40,810.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 40,810.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 40,810.00**

Invoice

Sales Order Number: 1010044619
Invoice Number: AB05458363
Customer Number: 615591
PO Number: DCC-1556125

Invoice Date: 10/18/2019
Payment Due Date: 11/17/2019
Payment Terms: Net 30 Days
Amount Due: USD\$ 40,810.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 DCC
 DIRECT CAPITAL CORPORATION
 DIRECT CAPITAL CORPORATION
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
Serial Numbers for Item 000010						
C02ZK1H3LVDM	C02ZK1H4LVDM	C02ZK1H5LVDM	C02ZK1H6LVDM	C02ZK1J1LVDM		
C02ZK1J1LVDM	C02ZK1PKLVDM	C02ZK1PLLVDM	C02ZK1PMLVDM	C02ZK1PQLVDM		
Serial Numbers for Item 000030						
C02ZK31WLVDQ	C02ZK31XLVDQ	C02ZK31YLVdq	C02ZK320LVdq	C02ZK321LVdq		
C02ZK322LVdq	C02ZK324LVdq					



155 Commerce Way, Portsmouth, NH 03801 | Ph: 877-384-3439

Addendum to Master Lease Schedule

This Addendum ("Addendum") shall amend Schedule No.: DCC-1556125 to Master Lease Agreement No.: ML01234567 by and between Kabbage, Inc. DBA Kabbage ("Lessee") and CIT Bank, N.A. ("Lessor") with reference to the above lease transaction ("Lease"). All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect.

Lessee hereby authorizes Lessor to correct the following:

- | | | |
|--|--|--|
| ☐ Lessee/Company Name | ☐ Advance Payment | ☐ SignorTitle |
| ☐ Equipment Location | ☐ Rate Factor | ☐ EOL Option |
| ☐ Terms | ☐ BillingAddress | ☐ Equipment Description |
| ☐ Payment Amount | ☐ Processing Fees | ☒ Other |
| ☐ Security Deposit | ☐ SignorName | |

The Schedule and all other documents given in conjunction therewith shall now read:

Other: Commencement date shall now read as 11-19-19

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Lessee: Kabbage, Inc. DBA Kabbage

X --Internal--

James Douglas, CFO

(Date)

ACCEPTED BY CIT Bank, N.A.

X Jacob Moore

(Date)

Page 1 of 1

CONFIDENTIAL

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MLSADD62513

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THIS IS A COPY
The Authoritative Copy of this record is held at www.docusign.net
EQUIPMENT SCHEDULE #DCC-1556125

Master Lease Agreement #ML01234567

This Equipment Schedule is subject to all of the terms and conditions of the referenced Master Lease Agreement ("Master Lease"), including, without limitation, Section 14 (UCC Filings). Each capitalized term used herein has the same meaning given to it in the referenced Master Lease unless otherwise defined herein. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where noted.

LESSEE INFORMATION: Please verify this section and complete any missing information

Lessee: Kabbage, Inc. DBA Kabbage

Billing Address: 730 Peachtree St Ste 1100

City: Atlanta

State: GA

Zip: 30308

County:

Federal Tax ID: [REDACTED]

State of Incorporation: DE

Phone:

Fax:

Email: [REDACTED]

EQUIPMENT DESCRIPTION:

All personal property as set forth on the below Invoice numbers dated as listed, including all attachments, accessories and inclusions per Invoice and all replacement parts, additions, repairs, accessions, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

please refer to apple invoices: AB04632952, AB05160309, AB05377074, AB05377074, AB05458363, AB05458363

See the attached Invoices for Equipment listing purposes only. You acknowledge that You are choosing to lease this Equipment overtime per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the Invoice(s).

Equipment Location (if different from billing): 730 Peachtree St Ste 1100 Atlanta GA 30308

LEASE TERMS and CONDITIONS:

Your Rent is set forth below, which is due in advance on the due date to be established by Us on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the "Commencement Date" (provided below), the occurrence of which is described in the Master Lease. Upon the occurrence of the Commencement Date, this shall become a noncancelable, Irrevocable lease; it cannot be cancelled or terminated.

LEASE TERM:	MONTHLY RENT:	UPFRONT PAYMENT AMOUNTS: *	END OF LEASE OPTION:
36 Months (term is monthly unless otherwise indicated)	\$1,346.25 (plus applicable sales tax)	Security Deposit \$0.00 Advance Pmt w/Estm. Tax \$1,466.07 Processing Fees \$0.00 *Inclusive of estimated sales tax where applicable	DCC FMV

End of Lease Option: Provided no Default under the Lease has occurred and is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is, where is" basis, with all faults and without representation by or warranty from Us.

Delivery Guaranty Option: If this option is elected, in reliance on Your promise to pay Us and subject to Lease terms, We may, subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately and are absolute and unconditional. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as Supplier(s), manufacturer, vendor, installer or carrier, and shall not: (i) assert against Us any claim or defense that You may have with the Equipment, installation or delivery and (ii) withhold, set off or reduce any payment due under this Lease by reason thereof. Election of the Delivery Guaranty Option is made separately.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of Your rights, title and interest in and to the Invoice and the covered Equipment.

Rent Adjustment: You agree that We may adjust the Rent (as set forth above) upward or downward, as the case may be, in proportion to any variation between the final Equipment cost and the estimated Equipment cost upon which the original Rent set forth above was based, and You so authorize Us to make any such adjustment.

Program Change: The below change applies to this Schedule only. Except for the below change, no other change in the terms or provisions of the Master Lease are intended or implied.

End of Lease Notice: The third sentence in Section 13 of the Master Lease is hereby deleted in its entirety and the following sentence inserted in lieu thereof.

"Unless the applicable Schedule contains a \$1.00 purchase option, You may, after written notice to Us 30 days prior to the end of the initial term or 30 days prior to the end of any renewal term (as more fully provided below) of each Schedule and provided You are not in Default, (a) purchase all but not less than all of the Equipment for the fair market value or for the purchase option amount otherwise stated on the Schedule or (b) return the Equipment to us."

Equipment Purchase: If the Delivery Guaranty Option is not applicable, You authorize Us to pay Supplier(s) pursuant to the attached Invoice(s). Upon signing or authenticating below, Your promises herein will be irrevocable and unconditional in all respects.

LEASE ACCEPTANCE:

Lessee: Kabbage, Inc. DBA Kabbage

DocuSigned by:

X

James Douglas
James Douglas
095227B60AA34B6...

CFO

10/11/2019
Date

Lessor: CIT Bank, N.A.

DocuSigned by:

X

David M...
Authorized Representative
802581424958417...

Commencement Date: 11/15/2019

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IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for You: When You open an account, We will ask for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

GSCCCE eFile#: EF 003501587 000733333 038 Received: Monday, November 18, 2019 9:14:19 AM Page 1 of 2

FILED & RECORDED

Monday, November 18, 2019 9:18:34 AM

File Number: 038-2019-020998

Cindy G. Brown

Coweta County Clerk of Superior Court

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1729 80215 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Georgia (Coweta)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
172976029 11/15/2019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME KABBAGE, INC.

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, PAYMENT INTANGIBLES, GOODS, INVENTORY, INVESTMENT PROPERTY, RENTS, INCOME, SECURITIES, FIXTURES AND OTHER PROPERTY, NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS. ALL MACHINERY AND EQUIPMENT, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED THERETO

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME FINANCIAL AGENT SERVICES

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: 1556125 Debtor: KABBAGE, INC. - 1556125

1729 80215

GSCCCA eFile#: EF_003501587_000733333_038 Received: Monday, November 18, 2019 9:14:19 AM Page 2 of 2

038-2019-020998

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
172976029 11/15/2019

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

FINANCIAL AGENT SERVICES

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only In some filing offices - see instruction item 13); Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS.

THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES & INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM. See Below additional collateral description, if applicable:

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing
16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

SCHEDULE # DCC-1592874



Debt Calculation

Name: Kabbage Inc.
 Master Lease Agreement # ML 01234567
 Schedule # DCC-1592874
 IL # 097-0111908-000
 Dated Prepared: 11/28/2022

Regular payment	\$ 661.50
Buyout Option	\$ 5,688.90
Sales Tax %	8.90%
Term	36
Payments Made	29
Past Due Payments	0
Accelerated Payments (regular)	7
Discount Rate	4%

Past Due Rent	\$ -
Accelerated Rent (regular payments), discounted to PV.	\$4,569.37
Buyout option discounted to PV	\$5,557.91
Total Principal Due:	\$ 10,127.28

Late Fees	
Property Tax	
Repossession Fees	\$ -
Insurance Fees	\$ -
Insufficient Fund Fees	\$ -
Termination Fee	\$ 379.00
Sales Tax	\$ 901.33
Total Non-Principal Damages	\$ 1,280.33

TOTAL DUE & OWING (not including attorney fees)	\$ 11,407.61
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-Security Deposit	\$ -
-Recoveries received	\$ -
-Proceeds from sale of equipment	\$ -

Total:	\$ 11,407.61
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Date of default: 10/25/2025
 Filed 10/12/2022

Payment ID	Date Received	Check #	Total Check Received	Late Charge(s) (\$)	Late Charge Tax (\$)	Rental Amount(\$)	Rental Tax(\$)	Misc Received(\$)
104498291	09/26/2022		749.14	0.0	0.0	661.5	56.23	31.41
104240825	08/25/2022		749.14	0.0	0.0	661.5	56.23	31.41
103969981	07/25/2022		749.14	0.0	0.0	661.5	56.23	31.41
103727535	06/27/2022		749.14	0.0	0.0	661.5	56.23	31.41
103467342	05/25/2022		749.14	0.0	0.0	661.5	56.23	31.41
103202178	04/25/2022		751.79	0.0	0.0	661.5	58.88	31.41
102944521	03/25/2022		751.79	0.0	0.0	661.5	58.88	31.41
102684474	02/25/2022		751.79	0.0	0.0	661.5	58.88	31.41
102410521	01/25/2022		751.79	0.0	0.0	661.5	58.88	31.41
102171431	12/27/2021		751.79	0.0	0.0	661.5	58.88	31.41
101928944	11/29/2021		1032.1	0.0	0.0	661.5	58.88	311.72
101644986	10/25/2021		830.79	0.0	0.0	661.5	58.88	110.41
101402815	09/27/2021		751.79	0.0	0.0	661.5	58.88	31.41
101148081	08/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
100887450	07/26/2021		751.79	0.0	0.0	661.5	58.88	31.41
100634580	06/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
100373987	05/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
100109336	04/26/2021		751.79	0.0	0.0	661.5	58.88	31.41
99849839	03/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
99576884	02/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
99290492	01/25/2021		751.79	0.0	0.0	661.5	58.88	31.41
99046177	12/28/2020		751.79	0.0	0.0	661.5	58.88	31.41
98777734	11/25/2020		751.79	0.0	0.0	661.5	58.88	31.41
98495796	10/26/2020		751.79	0.0	0.0	661.5	58.88	31.41
98223157	09/25/2020		751.79	0.0	0.0	661.5	58.88	31.41
97945816	08/25/2020		751.79	0.0	0.0	661.5	58.88	31.41
97673302	07/27/2020		751.79	0.0	0.0	661.5	58.88	31.41
97398869	06/25/2020		720.38	0.0	0.0	661.5	58.88	0.00
97078545	05/25/2020		240.13	0.0	0.0	0.0	0.0	240.13
96855840	04/28/2020	96843395	0.0	0.0	0.0	661.5	58.88	0.00

Invoice

Sales Order Number: 1010785319
Invoice Number: AB40343737
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/12/2020
Payment Due Date: 04/11/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,755.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000020	S6127LL/A	AC+ MACBOOK PRO 15/16-PHX	5	5	\$ 322.00	\$ 1,610.00
000040	S6202LL/A	APPLECARE+ FOR MB PRO 13' - PHX	5	5	\$ 229.00	\$ 1,145.00

Web Order Number : 2206149920

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal \$ 2,755.00
Tax \$ 0.00
Shipping \$0.00
Total Amount Due: **USD\$ 2,755.00**

Invoice

Sales Order Number: 1010785319
Invoice Number: AB41554953
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/20/2020
Payment Due Date: 04/19/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 11,620.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 CIT BANK N A
 CIT BANK N A
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000030	Z0WR	MBP 13.3 SPACE GRAY With the following configuration (configuration ID Z0WR0001X): PROCESSOR 2.8GHz Quad-core Intel Core i7 GRAPHICS Intel Iris Plus Graphics 655 MEMORY 16GB 2133MHz LPDDR3 memory STORAGE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2206149920	5	5	\$ 2,324.00	\$ 11,620.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 11,620.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 11,620.00

Invoice

Sales Order Number: 1010785319
Invoice Number: AB41554953
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/20/2020
Payment Due Date: 04/19/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 11,620.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000030

C02CF09JLVDM C02CF09LLVDM C02CF09MLVDM C02CF09NLVDM C02CF09PLVDM

Invoice

Sales Order Number: 1010785319
Invoice Number: AB41847305
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 4,834.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 CIT BANK N A
 CIT BANK N A
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0XZ	MBP 16.0 SPACE GRAY With the following configuration (configuration ID Z0XZ00066): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 5500M with 8GB GDDR MEMORY 16GB 2666MHz DDR4 memory HARD DRIVE/SOLID STATE DRIVE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE SW LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2206149920	5	2	\$ 2,417.00	\$ 4,834.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 4,834.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 4,834.00

Invoice

Sales Order Number: 1010785319
Invoice Number: AB41847305
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 4,834.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
C02CF6G3MD6R

C02CF6VQMD6R

Invoice

Sales Order Number: 1010785319
Invoice Number: AB41880082
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/20/2020
Payment Due Date: 04/19/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 CIT BANK N A
 CIT BANK N A
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0XZ	MBP 16.0 SPACE GRAY With the following configuration (configuration ID Z0XZ00066): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 5500M with 8GB GDDR MEMORY 16GB 2666MHz DDR4 memory HARD DRIVE/SOLID STATE DRIVE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE SW LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2206149920	5	1	\$ 2,417.00	\$ 2,417.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 2,417.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 2,417.00

Invoice



Sales Order Number: 1010785319
Invoice Number: AB41880082
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/20/2020
Payment Due Date: 04/19/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
-----------------	----------------	---------------------	---------------	---------------	------------	----------------

Serial Numbers for Item 000010
C02CD77SMD6R

Invoice

Sales Order Number: 1010785319
Invoice Number: AB42066940
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
 Apple Inc.
 P.O. Box 281877
 ATLANTA, GA 30384-1877
 USA

Sold To
 CIT BANK N A
 CIT BANK N A
 155 COMMERCE WAY
 PORTSMOUTH NH 03801-3243
 USA

Ship To
 KABBAGE
 730 PEACHTREE ST STE 1100
 ATLANTA GA 30308-1263
 USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0XZ	MBP 16.0 SPACE GRAY With the following configuration (configuration ID Z0XZ00066): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 5500M with 8GB GDDR MEMORY 16GB 2666MHz DDR4 memory HARD DRIVE/SOLID STATE DRIVE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE SW LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2206149920	5	1	\$ 2,417.00	\$ 2,417.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 2,417.00
Tax	\$ 0.00
Shipping	\$ 0.00
Total Amount Due:	USD\$ 2,417.00

Invoice

Sales Order Number: 1010785319
Invoice Number: AB42066940
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
C02CF3UFMD6R

Invoice

Sales Order Number: 1010785319
Invoice Number: AB42110315
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
USA

Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
000010	Z0XZ	MBP 16.0 SPACE GRAY With the following configuration (configuration ID Z0XZ00066): PROCESSOR 2.6GHz 6-core Intel Core i7 GRAPHICS Radeon Pro 5500M with 8GB GDDR MEMORY 16GB 2666MHz DDR4 memory HARD DRIVE/SOLID STATE DRIVE 512GB SSD MOUSE AND TRACKPAD Force Touch Trackpad THUNDERBOLT Four Thunderbolt 3 Ports INPUT Touch Bar and Touch ID PRO APPS NONE SW LOGIC PRO X NONE KEYBOARD AND DOCUMENTATION KEYBOARD COUNTRY KIT COUNTRY KIT Web Order Number : 2206149920	5	1	\$ 2,417.00	\$ 2,417.00

Questions
 Call or visit <https://www.apple.com/contact/>

Special Instructions

Terms and Conditions
 This order is subject to the terms of your Apple Direct Customer Agreement or other purchase agreement with Apple.

Subtotal	\$ 2,417.00
Tax	\$ 0.00
Shipping	\$0.00
Total Amount Due:	USD\$ 2,417.00

Invoice

Sales Order Number: 1010785319
Invoice Number: AB42110315
Customer Number: 615591
PO Number: DCC-1592874

Invoice Date: 03/21/2020
Payment Due Date: 04/20/2020
Payment Terms: Net 30 Days
Amount Due: USD\$ 2,417.00

Please remit payment to
Apple Inc.
P.O. Box 281877
ATLANTA, GA 30384-1877
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Sold To
CIT BANK N A
CIT BANK N A
155 COMMERCE WAY
PORTSMOUTH NH 03801-3243
USA

Ship To
KABBAGE
730 PEACHTREE ST STE 1100
ATLANTA GA 30308-1263
USA

Item Article	Product Number	Product Description	Total Ordered	Total Shipped	Unit Price	Extended Price
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Serial Numbers for Item 000010
C02CF0WAMD6R



155 Commerce Way, Portsmouth, NH 03801 | Ph: 877-384-3439

Addendum to Master Lease Schedule

This Addendum ("Addendum") shall amend Schedule No.: DCC-1592874 to Master Lease Agreement No.: ML01234567 by and between Kabbage, Inc. DBA Kabbage ("Lessee") and CIT Bank, N.A. ("Lessor") with reference to the above lease transaction ("Lease"). All terms and conditions of the Lease not inconsistent with this Addendum shall be and remain in full force and effect.

Lessee hereby authorizes Lessor to correct the following:

- | | | |
|--|--|--|
| ☐ Lessee/Company Name | ☐ Advance Payment | ☐ SignorTitle |
| ☐ Equipment Location | ☐ Rate Factor | ☐ EOL Option |
| ☐ Terms | ☐ BillingAddress | ☐ Equipment Description |
| ☐ Payment Amount | ☐ Processing Fees | ☒ Other |
| ☐ Security Deposit | ☐ SignorName | |

The Schedule and all other documents given in conjunction therewith shall now read:

Other: Commencement date shall now read 4/28/2020

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Addendum and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Lessee: Kabbage, Inc. DBA Kabbage

X n/a
James Douglas, CFO (Date)

ACCEPTED BY CIT Bank, N.A.

X Jerilyn Fergola 4/28/2020
(Date)

Page 1 of 1

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MLSADD62513

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THIS IS A COPY
The Authoritative Copy of this record is held at www.docusign.net
EQUIPMENT SCHEDULE #DCC-1592874

Master Lease Agreement #ML01234567

This Equipment Schedule is subject to all of the terms and conditions of the referenced Master Lease Agreement ("Master Lease"), including, without limitation, Section 14 (UCC Filings). Each capitalized term used herein has the same meaning given to it in the referenced Master Lease unless otherwise defined herein. You have reviewed and acknowledge all terms of this Lease. Please sign or authenticate where noted.

LESSEE INFORMATION: Please verify this section and complete any missing information

Lessee: Kabbage, Inc. DBA Kabbage

Billing Address: 730 Peachtree St Ste 1100

City: Atlanta

State: GA

Zip: 30308

County:

Federal Tax ID: [REDACTED]

State of Incorporation: DE

Phone:

Fax:

Email: [REDACTED]

EQUIPMENT DESCRIPTION:

All personal property as set forth on the below Invoice numbers dated as listed, including all attachments, accessories and inclusions per Invoice and all replacement parts, additions, repairs, accessions, attachments and accessories now or hereafter incorporated in or affixed to it, the "Equipment".

Supplier(s) and Invoice Number(s):

Please refer to Apple invoices: AB40343737, AB41880082, AB42066940, AB42110315, AB41847305 & AB41554953

See the attached Invoices for Equipment listing purposes only. You acknowledge that You are choosing to lease this Equipment over time per the payment schedule and terms and conditions of this Lease rather than the cash price listed on the Invoice(s).

Equipment Location (if different from billing): 730 Peachtree St Ste 1100 Atlanta GA 30308

LEASE TERMS and CONDITIONS:

Your Rent is set forth below, which is due in advance on the due date to be established by Us on our acceptance of this Schedule. This Schedule shall commence upon Our written acceptance or other authentication on the "Commencement Date" (provided below), the occurrence of which is described in the Master Lease. Upon the occurrence of the Commencement Date, this shall become a noncancelable, Irrevocable lease; it cannot be cancelled or terminated.

LEASE TERM:	MONTHLY RENT:	UPFRONT PAYMENT AMOUNTS: *	END OF LEASE OPTION:
36	\$661.50	Security Deposit \$0.00	DCC FMV
Months	(plus applicable sales tax)	Advance Pmt w/ Estm. Tax \$720.38	
(term is monthly unless otherwise indicated)		Processing Fees \$0.00	
		*Inclusive of estimated sales tax where applicable	

End of Lease Option: Provided no Default under the Lease has occurred and is continuing, You may, at the end of the Lease term, purchase the Equipment for the amount listed under End of Lease Option above, on an "as is, where is" basis, with all faults and without representation by or warranty from Us.

Delivery Guaranty Option: If this option is elected, in reliance on Your promise to pay Us and subject to Lease terms, We may, subject to credit approval, pay Supplier(s) prior to Equipment delivery. In such case, You understand that despite the fact that some or all of the Equipment has not been delivered or installed, You authorize Us to pay Supplier(s) and Your obligations under this Lease will commence immediately and are absolute and unconditional. You understand and agree that if You are not satisfied with any part of the Equipment, You will only look to persons other than Us, such as Supplier(s), manufacturer, vendor, installer or carrier, and shall not: (i) assert against Us any claim or defense that You may have with the Equipment, installation or delivery and (ii) withhold, set off or reduce any payment due under this Lease by reason thereof. Election of the Delivery Guaranty Option is made separately.

Assignment of Invoice: For each Supplier that has directly invoiced You for any Equipment, You agree that each and every invoice pursuant to this Lease is hereby sold, assigned and transferred to Us, including all of Your rights, title and interest in and to the Invoice and the covered Equipment.

Rent Adjustment: You agree that We may adjust the Rent (as set forth above) upward or downward, as the case may be, in proportion to any variation between the final Equipment cost and the estimated Equipment cost upon which the original Rent set forth above was based, and You so authorize Us to make any such adjustment.

Program Change: The below change applies to this Schedule only. Except for the below change, no other change in the terms or provisions of the Master Lease are intended or implied.

End of Lease Notice: The third sentence in Section 13 of the Master Lease is hereby deleted in its entirety and the following sentence inserted in lieu thereof.

"Unless the applicable Schedule contains a \$1.00 purchase option, You may, after written notice to Us 30 days prior to the end of the initial term or 30 days prior to the end of any renewal term (as more fully provided below) of each Schedule and provided You are not in Default, (a) purchase all but not less than all of the Equipment for the fair market value or for the purchase option amount otherwise stated on the Schedule or (b) return the Equipment to us."

Equipment Purchase: If the Delivery Guaranty Option is not applicable, You authorize Us to pay Supplier(s) pursuant to the attached Invoice(s). Upon signing or authenticating below, Your promises herein will be Irrevocable and unconditional in all respects.

LEASE ACCEPTANCE:

Lessee: Kabbage, Inc. DBA Kabbage

DocuSigned by:

X James Douglas 3/11/2020
James Douglas CFO Date
895227B60AA34B6...

Lessor: CIT Bank, N.A.

DocuSigned by:

Carlin Furda
Authorized Representative
88C477AB898C4FC...
Commencement Date: 4/27/2020

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IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for You: When You open an account, We will ask for Your name, address, date of birth, and other information that will allow Us to identify You. We may also ask to see Your driver's license or other identifying documents.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1810 96326 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Delaware (S.O.S.)

Delaware Department of State
U.C.C. Filing Section
Filed: 04:58 PM 04/27/2020
U.C.C. Initial Filing No: 2020 3003284

Service Request No: 20203195489

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME KABBAGE, INC.					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 730 PEACHTREE ST STE 1100		CITY ATLANTA	STATE GA	POSTAL CODE 30308	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME FINANCIAL AGENT SERVICES					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. BOX 2576		CITY SPRINGFIELD	STATE IL	POSTAL CODE 62708	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS, GENERAL INTANGIBLES, PAYMENT INTANGIBLES, GOODS, INVENTORY, INVESTMENT PROPERTY, RENTS, INCOME, SECURITIES, FIXTURES AND OTHER PROPERTY, NOW EXISTING OR HEREAFTER ARISING, AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS. ALL MACHINERY AND EQUIPMENT, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS.

THE SECURED PARTY NAMED IN THIS RECORD IS ACTING IN A REPRESENTATIVE CAPACITY FOR PURPOSES OF FORWARDING NOTICES & INQUIRIES REGARDING THIS RECORD. FOR MORE INFORMATION, PLEASE CONTACT THE SECURED PARTY AT THE ADDRESS LISTED ABOVE OR AT UCCSPREP@CSCINFO.COM.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA: 1592874

1810 96326

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

KABBAGE, INC.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR 10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR 11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

See Below additional collateral description, if applicable:

QTY: 5 Mac Book Pro 16.0 QTY: 5 Mac Book Pro 13.0

13. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ to filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest).

16. Description of real estate

17. MISCELLANEOUS:

Special Instructions Paper File

ARTICLES OF MERGER



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER

OF

FIRST-CITIZENS BANK & TRUST COMPANY

the original of which was filed in this office on the 3rd day of January, 2022.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 3rd day of January, 2022.

Elaine F. Marshall

Secretary of State

SOSID: 0189002
Date Filed: 1/3/2022 11:51:00 AM
Effective: 1/4/2022
Elaine F. Marshall
North Carolina Secretary of State
C2022 003 00103

ARTICLES OF MERGER

OF

**CIT BANK, NATIONAL ASSOCIATION,
a national banking association,**

WITH AND INTO

**FIRST-CITIZENS BANK & TRUST COMPANY,
a North Carolina bank**

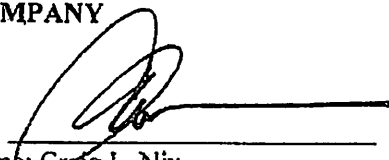
Pursuant to Section 55-11-05 of the North Carolina General Statutes, the undersigned entity hereby submits these Articles of Merger as the surviving business entity in a merger between two business entities pursuant to Section 53C-7-201, Section 55-11-04 and Section 55-11-07.

1. The name of the surviving entity is First-Citizens Bank & Trust Company, a bank organized under the laws of the State of North Carolina.
2. The address of the surviving entity is 4300 Six Forks Road, Raleigh, North Carolina 27609, Wake County.
3. The name of the merging entity is CIT Bank, National Association, a national banking association organized under the laws of the United States of America. The mailing address of the merging entity is 340 Mt. Kemble Ave., Suite 100, Morristown, NJ 07960, Morris County.
4. An Agreement and Plan of Merger has been duly approved by each of the business entities participating in the merger in the manner required by applicable law.
5. These articles will be effective at 12:02 a.m. Eastern Time on January 4, 2022.

[Signature Page Follows]

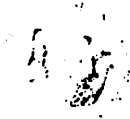
This the 3rd day of January, 2022.

**FIRST-CITIZENS BANK & TRUST
COMPANY**

By: 

Name: Craig L. Nix

Title: Chief Financial Officer



OFFICE OF THE COMMISSIONER OF BANKS

**CERTIFICATE OF AUTHORITY
FOR ARTICLES OF MERGER**

First-Citizens Bank & Trust Company, Raleigh, Wake County, North Carolina, a North Carolina chartered commercial bank and CIT Bank, National Association, Pasadena, Los Angeles County, California, a nationally-chartered bank, have submitted to me as Chief Deputy Commissioner of Banks for the State of North Carolina, Articles of Merger between said institutions for the purpose of merging CIT Bank, National Association into First-Citizens Bank & Trust Company with the surviving institution being First-Citizens Bank & Trust Company, pursuant to the Order of the Commissioner of Banks.

I hereby certify that these Articles of Merger were approved by the Office of the Commissioner of Banks on the 5th day of February, 2021. Authority to file the Articles of Merger is, therefore, granted.

This the 21st day of December, 2021.

Stephanie R. White

Stephanie R. White
Chief Deputy Commissioner of Banks

LOCATION: 316 W. EDENTON STREET, RALEIGH, NC 27603
MAILING ADDRESS: 4309 MAIL SERVICE CENTER, RALEIGH, NC 27699-4309
(919) 733-3016 FAX (919) 733-6918 INTERNET: WWW.NCCOB.GOV
AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER