

**Fill in this information to identify the case:**

Debtor ProSomnus Sleep Technologies, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 24-10974

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 or 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.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Macquarie Equipment Capital Inc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Macquarie Equipment Capital Inc</u> <u>1301 Riverplace Blvd Floor 4</u> <u>Jacksonville, FL 32207, United States</u>	
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	
	Contact phone <u>9043652094</u>	Contact phone _____
Contact email <u>Max.Lleras@macquarie.com</u>	Contact email _____	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;">MM / DD / YYYY</div>	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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: 9001 \_\_\_\_\_

7. How much is the claim? \$ 36704.40. 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.  
Equipment Lease

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 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 amount 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 all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

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

No

Yes. Check all that apply:

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)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* 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 a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement 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 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 06/12/2024  
MM / DD / YYYY

/s/Max Lleras  
Signature

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

Name Max Lleras  
First name Middle name Last name

Title Manager

Company Macquarie Equipment Finance Ltd.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 647-1744 | International (310) 751-2628

<b>Debtor:</b> 24-10974 - ProSomnus Sleep Technologies, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Macquarie Equipment Capital Inc 1301 Riverplace Blvd Floor 4  Jacksonville, FL, 32207 United States <b>Phone:</b> 9043652094 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> Max.Lleras@macquarie.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Equipment Lease	<b>Last 4 Digits:</b> Yes - 9001	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 36704.40	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Based on Lease:</b> Yes, 0.00  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Max Lleras on 12-Jun-2024 6:42:36 p.m. Eastern Time  <b>Title:</b> Manager  <b>Company:</b> Macquarie Equipment Finance Ltd.		

**EXHIBIT NO. 1A**

**SPECIFICATION OF PURCHASED ASSETS  
(Lease)**

Executed pursuant to the Master Assignment Agreement dated as of the 10th day of October, 2019 (the "Agreement"), by and between Macquarie Equipment Capital Inc. and Lion Technology Finance, LLC (formerly Lion Capital, LLC) ("Assignor").

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement; and constitutes a separate agreement for the sale and assignment of the transaction specified below between the parties executing this Specification. Assignor hereby sells, assigns, delegates, transfers and sets over to Assignee, and Assignee hereby fully accepts and assumes, all of Assignor's rights, remedies, obligations (to the extent set forth in Sections 1(b) and (c) of the Agreement), title (if applicable), and interest in, under and to the Purchased Assets comprised of the Contract Documents listed on Schedule A attached hereto, together with the Equipment leased or to be leased pursuant to the Equipment Schedule; relating solely to such Contract Documents and/or such Equipment; but excluding the Excluded Rights and Obligations.

1. Lessee: ProSomnus Sleep Technologies, Inc..
2. Lease Agreement Number 1920119001, dated May 10, 2021.
3. Total Invoice Cost: \$72,213.86.
4. Number of rental payments due or to become due under the Equipment Schedule sold and assigned pursuant to this Specification: 60 monthly payments, in advance each in the amount of \$1,457.08.
5. Consideration: \$5,138.06.
6. The Contract Documents are listed on Schedule A attached hereto, which is incorporated in and made a part of this Specification of Purchased Assets.
7. Equipment Residual Value: \$1.

Date of Execution: June 22, 2021

Lion Technology Finance, LLC  
Assignor

MACQUARIE EQUIPMENT CAPITAL INC.  
Assignee

DocuSigned by:  
*Arvind Cadambi*  
By: \_\_\_\_\_  
Name: Arvind Cadambi  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices:

Address for notices and payments:

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

SCHEDULE A TO SPECIFICATION  
OF PURCHASED ASSETS

Attached to and made a part of Specification of Purchased Assets dated June 22, 2021.

The Contract Documents are as follows:

1. Lease Agreement Number 1920119001 between Lion Technology Finance, LLC and ProSomnus Sleep Technologies, Inc. dated May 10<sup>th</sup>, 2021.

In Process

**EXHIBIT No. 2**

**EQUIPMENT BILL OF SALE**

THIS EQUIPMENT BILL OF SALE is given by Lion Technology Finance, LLC (herein the "Seller"), to MACQUARIE EQUIPMENT CAPITAL INC. (herein the "Buyer").

WITNESSETH:

THAT FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the items of equipment listed on the schedule attached hereto (the "Equipment") as was conveyed to Seller by the transferor thereof.

The Equipment is sold hereunder AS IS WHERE IS WITHOUT WARRANTY, express or implied, with respect to any matter whatsoever, except that Seller warrants that title thereto is conveyed free and clear of all claims, liens and encumbrances arising by reason of any act or omission of Seller, other than the leasehold interest of ProSomnus Sleep Technologies, Inc. ("Lessee") pursuant to that certain Equipment Lease Agreement Number 1920119001 dated as of May 10th, 2021 between Seller, as lessor, and Lessee.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of June 22, 2021

Lion Technology Finance, LLC

By: Arvind Cadambi  
EBCEB90099A0401

Name: Arvind Cadambi

Title: Vice President



LION  
TECHNOLOGY  
FINANCE

# Invoice

## Lion Technology Finance

1999 Avenue of the Stars #1100  
Los Angeles, CA 90067

Date	Invoice #
6/15/2021	11271

**BILL TO:** Macquarie Equipment Capital  
1301 Riverplace Blvd  
Jacksonville, FL 32207

Customer Name	N/A	N/A2	N/A3	Total
Commission on Prosomnus Sleep Technologies, Inc.				\$5,138.06
Doc Fee to Lion				\$100.00

<b>SUBTOTAL</b>	\$ 5,238.06
<b>TAX RATE</b>	0.00%
<b>SALES TAX</b>	\$ -
<b>OTHER</b>	\$ -
<b>TOTAL</b>	<b>\$ 5,238.06</b>

Please remit payment via ACH or Wire

ACH/Wire Instructions attached



**ADDITIONAL TERMS ADDENDUM TO LEASE AGREEMENT**



**Lessee:**  
Lion Technology Finance, LLC  
1999 Ave of the Stars Ste 1100  
Los Angeles, CA 90067

**Lessor:**  
ProSomnus Sleep Technologies, Inc.  
5860 W Las Positas Blvd  
Pleasanton CA 94588

**Agreement Number:** 1920119001

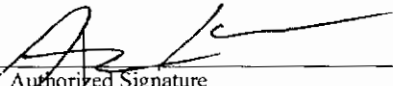
This Additional Terms Addendum is a part of the above-referenced Lease Agreement between Lessor and Lessee. The terms of this Addendum govern the rest of this Agreement to the extent of any inconsistencies.

**Additional Terms**

- 1) The section entitled "Rental Payment" shall be amended as follows:
  - a) "\$1,477.80" shall be deemed deleted and replaced with "\$1,457.08"
- 2) The section entitled "Initial Payment" shall be amended as follows:
  - a) "\$1,827.80" shall be deemed deleted and replaced with "\$1,807.08"

Lessor has reviewed this page and the rest of this Agreement.

Lion Technology Finance, LLC

	6/16/21
Authorized Signature	Date
ARVIND CADAMBI	VP
Authorized Signatory Name	Title

**LEASE AGREEMENT**



**LION  
TECHNOLOGY  
FINANCE**

**Lessor:**  
Lion Technology Finance, LLC  
1999 Ave of the Stars Ste 1100  
Los Angeles, CA 90067

**Lessee (full legal name):**  
ProSomnus Sleep Technologies, Inc.  
5860 W Las Positas Blvd  
Pleasanton CA 94588

**Agreement Number:** 1920119001

**Equipment**

**Equipment:** See Schedule A  
**Equipment Location:** See Schedule A  
**Supplier:** See Schedule A



**Rent and Term**

Base Term: (in months)	Payment Periods/ Due Dates:	Purchase Option:	Rental Payment:	Service Installment:	Document Fee:	Advance Rent:	Deposit:	Initial Payment:
60	Payments are due on the first day of the applicable Monthly Payment Period.	\$1 Buyout	\$1,477.80	\$0.00	\$350.00	\$0.00	\$0.00	\$1,827.80

The Document Fee, Advance Rent, and the Deposit are due together with the Rental Payment for the first Payment Period. The Service Installment shall be paid together with each Rental Payment.

"Payment Period" means the Monthly period commencing on the Acceptance Date and each successive similar period through the Base Term and any renewal term, except that the Payment Period during a renewal term is always monthly.

**Signatures**

Lessee has reviewed this page and the rest of this Lease. <b>Lessee may not cancel or terminate this Lease except as provided herein.</b>		Lessor has reviewed this page and the rest of this Lease. <b>Lessor may not cancel or terminate this Lease except as provided herein.</b>	
ProSomnus Sleep Technologies, Inc. (Lessee)		Lion Technology Finance, LLC (Lessor)	
	5/10/21		5/10/21
Authorized Signature	Date	Authorized Signature	Date
Mindy Hungerman	CFO	ARVIND CADAMB	VP
Authorized Signatory Name	Title	Authorized Signatory Name	Title

**Terms & Conditions**

**1. Effectiveness.** This Lease becomes fully effective only when signed by Lessee and Lessor or when signed by Lessee and Lessor pays for any portion of the Equipment, whichever is the earlier event. Until Lessor pays for the Equipment, Lessee is solely responsible to Supplier for paying the purchase price for the Equipment. Any document fee paid hereunder is nonrefundable.

**2. Definitions.** In addition to the definitions on the first page and elsewhere in this Lease "Acceptance Date" means the earlier of: (i) the date on which Lessee executes an acceptance certificate (in form and substance acceptable to Lessor) and (ii) five (5) days from the Delivery Date. "Delivery Date" means the date the Equipment is delivered to Lessee. "Base Term" means the term of this Lease and commences on the Acceptance Date. "Term" means the Base Term and any renewals or extensions of this Lease. "Rent" means the Rental Payments indicated above plus Taxes and other amounts that become or are scheduled to become due by Lessee hereunder. "Stipulated Loss Value" means, as of the date for which it is being determined: the Rent then due; plus the present value of all Rent Payments scheduled to become due for the rest of the Term, discounted from their Due Dates at 2% per annum; plus the present value of the amount that Lessee is obliged to pay or that it may optionally pay to acquire all of the Equipment at the end of the Term, if this Lease expressly gives Lessee the obligation or option to do so, or of the fair market value price of the Equipment otherwise, discounted from the last day of Term at 2% per annum. "FMV" or "fair market value" means the retail in-place value of the Equipment to be valued assuming that it is in the location and condition required under this Lease and that all software and services necessary for its use are readily available in the market, as such value is determined by the Lessor. "Default" means Lessee fails to pay Rent when due, or Lessee fails to comply with this Lease or any related document or other agreement with Lessor or Lessee or any guarantor of this Lease is or becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or becomes the subject of any bankruptcy or reorganization proceeding, or any guarantor of this Lease dies or fails to comply with its guaranty, or

Lessee or any guarantor of this Lease undergoes a change in ownership or control of any type that in Lessor's judgment results in a deterioration of its creditworthiness. "Taxes" means all taxes, fees, and assessments of any kind, including penalties, fines, interest, license and registration fees, electronic waste, recycling, and other environmental fees, and sales, use, and personal property taxes (without proration), whether imposed on Lessor or Lessee or any of their affiliates, or on the Equipment, this Lease, or any related instrument, whether any of the foregoing amounts are assessed or arise during the Term, or thereafter and fairly attributable to the Term, excluding, however taxes based on Lessor's income. "Claims" means Taxes, liabilities, damages, losses, penalties, expenses (including reasonable attorneys' fees and costs), claims, and actions (including those based on strict liability, statute, regulation, common law, or other legal theory) relating to the operation, selection, manufacture, purchase (by Lessee or Lessor), ownership, leasing, possession, maintenance, delivery, return, servicing (whether by Servicer or otherwise) or sale (by Lessor to Lessee) of the Equipment, imposed during or fairly relating to any period preceding the expiration of the Term and the return of all Equipment to Lessor. "Service Agreement" means any document, agreement or understanding (however described and whether oral or in writing) under which a Servicer agrees to provide Services. "Service Installment" means for each Payment Period, the amount of the service installment plus tax payable in relation to that amount, as set forth above. "Servicer" means any person with sufficient and relevant experience and expertise appointed by the Lessee to provide Services (and includes that person's replacement, successor or permitted assign). "Services" means services provided to the Lessee in respect of the delivery, installation and maintenance of Equipment.

**3. Warranties and Disclaimers.** Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer or Supplier. Lessee has selected the Equipment and Supplier based upon Lessee's own judgment. **Lessor leases the Equipment to Lessee As-Is, Where-Is, and without warranties of merchantability or fitness for a**

particular purpose or as to infringement or other warranties, except that Lessor warrants Lessee's quiet enjoyment of the Equipment during the Term so long as no Default occurs. Neither Supplier nor any salesperson, employee or agent of Supplier is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. Lessor assigns to Lessee, for the Term, any assignable warranties made by the manufacturer or Supplier that benefit Lessor; and Lessor agrees to enforce for the benefit of Lessee during the Term any such warranties that are not assignable, at Lessee's request and expense.

**4. Supplier; Acceptance.** Lessee agrees that it has been informed of Supplier's identity, that Lessee may have rights under any Supplier contract, and that Lessee may contact Supplier for a description of those rights. Lessee assigns to Lessor its rights under any Supplier contract it may have entered into, but none of Lessee's obligations. Lessor's only obligation to Supplier is to pay for the Equipment subject to the terms of this Lease and in the amount previously approved by Lessor. Lessee shall arrange for the delivery of the Equipment to Lessee. Lessee shall inspect the Equipment immediately upon receipt. The Equipment is for all purposes under this Lease deemed irrevocably accepted by Lessee upon the Acceptance Date. Lessor's obligation to purchase and lease any Equipment is conditioned on Lessee's acceptance thereof and Lessor's receiving an acceptance certificate therefor (if requested).

**5. Term and Rent.** Lessee cannot terminate or cancel this Lease before the end of the Base Term. The Rental Payment for the first Payment Period of the Base Term is due as provided above. The Rental Payment for each Payment Period thereafter is due on the Due Date of that Payment Period. All Rent and other payments will be paid by ACH funds transfers initiated by Lessor, unless otherwise demanded by Lessor and Lessee agrees to execute an Electronic Payment Addendum to this Lease as required by Lessor. Lessee's obligations under this Lease are absolute and unconditional and not subject to abatement, offset, counterclaim, notice, or any defense whatsoever, arising under this Lease or otherwise, or arising against Lessor or its assigns, Supplier or the manufacturer of the Equipment, any Servicer, or any other person. However, the foregoing does not limit Lessee's enforcement of any rights it may have against Lessor in a separate action at law for damages. If Lessee does not pay any Rent or other amount owed when due, Lessor may impose late charges of up to the greater of \$50 or 10% of the delinquent amount plus, for all Rent or other amounts remaining unpaid for more than one month, 18% per annum (but Lessor may not impose more than the maximum lawful amount of late charges). Lessee shall be charged an ACH reversal fee of \$50 if any ACH payment has to be reversed.

**6. Covenants.** Lessee will keep the Equipment at the Equipment Location (except mobile Equipment intended for travel may be temporarily moved if it remains domiciled at the Equipment Location). Lessee shall use the Equipment only for its business operations, only for the purposes for which it was designed, and only in compliance with all applicable manufacturer operating standards and insurance requirements. Lessee shall comply with all laws and obtain all governmental permissions necessary for it to so comply (or that may be required of Lessor in so complying). Lessee shall make all alterations or additions to the Equipment that may be required by the manufacturer or other maintenance provider or that may be required to comply with the preceding sentence. Any alterations, additions, and replacements will become Equipment and Lessor's sole property without cost to Lessor. Except as required in this section or as permitted under the loss provisions of this Lease, Lessee will make no alterations, additions, or replacements to the Equipment. Lessee shall permit Lessor to inspect the Equipment and Lessee's applicable maintenance agreements and records at any reasonable time (subject to Lessee's usual, reasonable security procedures). Lessee will keep the Equipment in good working order and useable, reasonably clean and cosmetically good, and in the same condition as when shipped to Lessee, reasonable wear and tear excepted. Lessee is solely responsible for obtaining any software or services that may be applicable to the Equipment or that it may need to use the Equipment; and Lessee shall perform its obligations under this Lease regardless of the availability, failure, or quality of any software, services, and other non-hardware matters (even if the costs thereof are financed hereunder). Lessee agrees that to discharge its obligations with respect to the Equipment's maintenance, Lessee must, among other things, procure the appointment of a Servicer to provide Services in respect of the Equipment with sufficient regularity for the duration of the Term to ensure the Equipment is maintained in good working order and condition. The terms of the Service Agreement with the Servicer must provide that: (i) the Lessee is liable at all times for all and any amounts payable to the Servicer under the Service Agreement; (ii) the Lessee shall pay all amounts payable to the Servicer (other than for the supply by the Servicer to the Lessee of parts or consumable goods required in connection with the use of the Equipment) to the Lessor and that the Servicer shall receive from the Lessor such amounts in accordance with this Lease. The Lessee acknowledges and agrees that: (i) any payments the Lessor receives from the Lessee in respect of Services are received by the Lessor as a conduit only and not in any other capacity (whether as agent or otherwise) for the Servicer and that the Lessee is liable at all times for all and any amounts payable to the Servicer under the Service Agreement; (ii) the Servicer shall be entitled to be reimbursed by the Lessor only to the extent of sums received by the Lessor from the Lessee for Services provided by the Servicer, provided that the Servicer is so entitled and provided further that the Lessor has first received from the Lessee all amounts due and payable to it by the Lessee at that time whether under this Lease or otherwise. The Lessee agrees to provide to the Lessor certified copies of (i) the original

Service Agreement as a condition precedent to Section 4 of this Lease; and (iii) any replacement Service Agreement within five (5) business days of its execution. The Lessee acknowledges and agrees that (i) it will not amend, vary, suspend or terminate a Service Agreement without the prior written consent of the Lessor; and (ii) the Lessor is not responsible in any respect for the provision of Services or other maintenance in respect of the Equipment.

**7. Net Lease; Taxes.** This Lease is a net lease and Lessee will indemnify Lessor for all Claims, and, to the extent Lessor so notifies Lessee, pay directly and hold Lessor harmless from all Claims, except to the extent of Lessor's gross negligence or willful misconduct. As between Lessee and Lessor, unless Lessor otherwise directs in writing, Lessor is exclusively entitled to file for and pay personal property Taxes imposed during the Term on the Equipment (regardless of who owns it). Taxes billed with the Rental Payments are due with the Rental Payment, and any other Taxes are due on demand. At Lessor's option, Lessee will remit, along with the Rental Payments under this Lease, an amount equal to a percentage of Lessor's reasonable estimate of the personal property Taxes that will be assessable against the Equipment. In addition, at Lessor's option, Lessor may include in the Rental Payment an amount for any Taxes that may be imposed at the inception of the Lease (such as "up-front" sales or use Taxes), financed at an interest rate reasonably determined by Lessor; and, if it is stated on the first page of this Lease that the Rental Payment includes sales tax, the sales or use taxes included are only estimates and subject to adjustment by Lessor based on actual Tax amounts, as Lessor may advise Lessee from time to time by invoice or other writing. Lessee will remain obligated for any deficiency, if such amounts are insufficient to fully reimburse Lessor the actual amount of such Taxes, and any surplus will be either credited to Lessee's other obligations to Lessor or returned to Lessee. Lessor may impose a tax administration fee (which it may bill as part of the underlying Tax) of up to 5% of Taxes. If requested, Lessee agrees to file promptly on behalf of Lessor all requested Tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail a copy to Lessor concurrently with the filing thereof. If an individual Tax-related liability or payment in question under this section is less than \$1,000, Lessor may, and on Lessee's request it will, certify the amount and existence of the liability to Lessee, and such certification shall be conclusive evidence thereof (without Lessor having to provide other evidence).

**8. End-of-Term Options.** Lessee may exercise one and only one of the following end-of-Term options by giving Lessor written notice of the election at least 90 days before the end of the Term and duly performing the elected option by the end of the Term: (a) Lessee may elect to return not less than all of the Equipment to Lessor so as to be received by Lessor by the last day of the Term; or (b) if a Purchase Option is provided in this Lease, Lessee may elect to purchase not less than all of the Equipment on the last day of the Term for the specified Purchase Option price whereupon, on the last day of the Term, if such price and all Taxes and other Rents have been paid and no Default has occurred Lessor will sell the Equipment to Lessee; or (c) Lessee may elect any other end-of-Term option that may be stated herein. If Lessee does not give Lessor such a written election notice or if Lessee does not duly perform the elected option, the election notice, if given, will terminate and the Term will automatically renew for successive one-month renewal terms until Lessee gives a written election notice and performs the end-of-Term option it duly elects therein. During any such renewal terms the amount of each Rental Payment will remain the same (or become the average Rental Payment in effect during the previously applicable portion of the Term—whether it be the Base Term or a renewal term—if Rental Payments were not constant for each Payment Period of such portion of the Term), and the other terms of this Lease will remain the same. If Lessee performs an end-of-Term option elected duly by it before the last day of the Term, Lessee's obligations under this Lease, including for the payment of Rent, shall nonetheless continue through the scheduled end of the Term.

**9. Risk of Loss.** Lessee shall bear all risk of loss (including by way of theft, destruction, damage, governmental requisition or taking, or otherwise) to the Equipment at all times until the Equipment is returned to Lessor hereunder. No such loss shall condition, limit, or affect Lessee's obligation to pay Rent. In the event of a loss with respect to any Equipment, Lessee shall either: (a) place such Equipment in good repair, condition, and working order; (b) replace such Equipment with equipment of the same manufacturer, year, make, model, and accessories in good repair, condition and working order; or (c) pay Lessor the Stipulated Loss Value. If Lessee elects a repair or replacement under subsections (a) or (b) above and the repair or replacement is for any reason not completed within 30 days of the loss, Lessee shall pay the Stipulated Loss Value under subsection (c) above. Upon Lessor's receipt of the Stipulated Loss Value under this section, along with all Taxes and other Rents due hereunder, this Lease shall terminate and Lessor shall transfer the Equipment to Lessee.

**10. Insurance.** Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for its full replacement value. Lessee shall also carry a comprehensive general liability insurance policy. Such policies shall be in form, amount, and with insurers reasonably acceptable to Lessor. The property insurance policy shall name Lessor and its assigns as loss payee and the general liability insurance policy shall name Lessor and its assigns as additional insureds. Each policy shall provide: (a) for no less than 30 days prior written notice of cancellation or non-renewal to Lessor; and (b) that such policy shall not be invalidated as against Lessor or its assigns for the violation of any term of the policy by Lessee. Lessee appoints Lessor as Lessee's agent to request required insurance coverage, make claims, receive

payments, and sign and endorse all documents, checks, drafts or other instruments necessary or advisable to secure payments due under any policy contemplated hereby. The foregoing shall not relieve Lessee from its obligations to procure the insurance policies required herein, to make timely insurance claims and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries in connection with the Equipment. Proceeds from any general liability policy shall be made payable first on behalf of the Lessor to the extent of its liability, if any. All policies of insurance carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor (and Lessee has no right to the benefit of any insurance maintained by Lessor generally, and not specifically obtained in connection with the Equipment or this Lease under this section). If Lessee fails to maintain the insurance required hereunder, or provide satisfactory proof of the existence and terms of the insurance to Lessor, Lessor may at its sole discretion obtain insurance to protect Lessor and its interest in the Equipment. Lessee agrees to pay Lessor for all expenses which Lessor incurs as a result thereof.

**11. Remedies.** Lessor may upon a Default: (i) terminate this Lease; (ii) declare the Stipulated Loss Value immediately due, as liquidated damages for Lessor's loss of its bargain and not as a penalty (and upon Lessor's full receipt of the Stipulated Loss Value as a result of Lessor's declaration under this section, plus all Taxes and Rent outstanding hereunder this Lease, this Lease will terminate and Lessor will transfer to Lessee any Equipment still in Lessee's possession, free of liens created by Lessor); and (iii) require Lessee to return the Equipment to Lessor or peacefully repossess the Equipment without court order and without liability for entry or damage to property. Lessee agrees to pay all Claims incurred by Lessor in enforcing Lessor's rights against Lessee. The remedies stated in this Lease are in addition to all other rights or remedies now or hereafter existing under this Lease or at law or in equity and may be enforced concurrently and from time to time. If Lessee fails to make any payment to a third party or perform any other act required hereunder, Lessor may, but need not, make such payment or perform such act at the expense of Lessee, reimbursable to Lessor on demand, and Lessor's action shall not be deemed a cure or waiver of Lessee's failure.

**12. Title; UCC.** No payment of Rental Payments shall entitle Lessee to any equity interest in the Equipment, and unless a Purchase Option is provided in this Lease and duly elected and performed by Lessee, Lessor shall at all times be the owner and titleholder of the Equipment. Lessee will keep the Equipment free of all liens and encumbrances other than those created by Lessor or its assigns. If the Uniform Commercial Code—Leases (Article 2A) applies to this Lease, this Lease is to be considered a "finance lease" as that term is defined therein. To the extent permitted by applicable law, Lessee waives any and all rights and remedies conferred upon a lessee under Sections 516-522 of Article 2A. Lessor may file financing statements giving public notice of its interest in any goods Lessor may lease to Lessee and any related attachments, additions, substitutions, products, replacements, rentals, and proceeds (including insurance proceeds). Lessee agrees to promptly, at Lessee's expense, deliver such other reasonable documents and assurances, and take such further action as Lessor may request, in order to effectively carry out the intent and purpose of this Lease.

**13. Assignment.** Lessor may, without notifying Lessee, and with or without delegating any of Lessor's obligations hereunder, in whole or in part assign this Lease or transfer the Equipment. **The rights of any such assignee shall not be subject to any defense, counterclaim or set off which Lessee may have against Lessor.** Lessee agrees any assignments or transfers by Lessor will not materially change Lessee's obligations hereunder. Lessee may not assign this Lease or transfer or sublease the Equipment, in whole or in part. Subject to the foregoing, this Lease binds and benefits the parties' successors and assigns.

**14. Equipment Return.** (a) Whenever Lessee must or may return Equipment hereunder, it will deinstall, properly pack, transport, and deliver the Equipment to Lessor by the date required at a place in the continental United States Lessor specifies. When received by Lessor, the Equipment shall be: useable and in good working order; reasonably clean and cosmetically good; in the same condition as when shipped to Lessee, reasonable wear and tear excepted; free of password protection, application programs, data, consumables, and, if applicable, fuel, chemicals, wastes, or toxic,

hazardous, or dangerous materials not originally included by the manufacturer as part of the Equipment, and, except for personal computers, at the manufacturer's current engineering change level, and certified by the manufacturer as eligible for its maintenance contract, if generally available, at then prevailing rates, without the need for Lessor to incur any repair, rehabilitation, or certification expense. (b) If the Equipment is returned to Lessor but not in accordance with subsection (a), then Lessee must pay Lessor an amount which reflects the Reduction in Value of the Equipment (including, without limitation, an amount reflecting the cost to repair and restore the Equipment to the conditions specified in subsection (a)). "Reduction in Value" means, as of any day, the Equipment's value to Lessor had the Equipment been returned in accordance with subsection (a), less the Equipment's value to Lessor on that day. Such Reduction in Value may be determined by Lessor acting reasonably or by a value or dealer in goods similar to the Equipment nominated by Lessor.

**15. Representations.** All financial information made available by Lessee is accurate and provides a good representation of Lessee's financial condition. As a condition to Lessor's obligations hereunder, Lessee shall provide Lessor on request with evidence satisfactory to Lessor of the names, titles, signatures, and authority of any persons executing this Lease or any related documents and such other satisfactory documentation or information Lessor may request.

**16. Miscellaneous.** A provision of this Lease that is or becomes invalid does not affect the remainder of that provision or this Lease. Amendments to this Lease must be in writing and signed by the party to be bound. Lessor may, without notice to Lessee, insert into this Lease a Lease Number or any missing information and correct obvious errors in this Lease. Terms of inclusion are without limitation. Time is of the essence. A party's waiver or failure to require strict observance of this Lease will not constitute a waiver of any other breach of the same or any other provision of this Lease or any other lease between the parties. All notices shall be given in writing by the party sending the notice and shall be effective when received, or, if earlier, on the fifth day after being deposited in the US mail, postage prepaid, or on the next business day after being accepted by a nationally recognized overnight delivery service, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party by notice). This Lease will survive the Term, and any return or sale of the Equipment, and remain in full force and effect, with respect to events or conditions occurring or existing during (or fairly attributable to) the Term or Lessee's possession of the Equipment. The parties intend not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payments that would otherwise be charged or collected will instead be applied to Rental Payments or refunded to Lessee. In any proceeding relating to this Lease, a party may produce a photocopy or scanned copy of a document rather than an original and such copy will have the same force as an original. Lessor may obtain credit reports from or make inquiries to credit bureaus or other sources as it determines appropriate. Lessor may also impose an administrative surcharge of up to \$175 with respect to any on-site inspection of the Equipment it makes hereunder. Lessor may provide copies of this Lease or related documents or information concerning Lessee and its obligations hereunder to any current or prospective assignee, affiliate, credit agency, or service provider (or other person it may reasonably determine), and none of such information shall be considered confidential or proprietary to Lessee. The terms of this Lease that precede Section 1 govern the rest of this Lease to the extent of any inconsistencies. **This Lease is governed by the internal laws of Florida. Each party submits to the jurisdiction of the United States District Court for the Middle District of Florida or any State of Florida court sitting in Duval County. To the extent permitted by applicable law, each party expressly waives trial by jury. The terms and conditions contained in this Lease are the entire agreement between Lessee and Lessor regarding the Equipment, and this Lease is separate and independent of any other agreement or contract that Lessor or Lessee may have with any person, or the obligations of any person to provide any services, licenses or maintenance in connection with any Equipment or otherwise.**

ACCEPTANCE CERTIFICATE



LION  
TECHNOLOGY  
FINANCE

Lessor:  
Lion Technology Finance, LLC  
1999 Ave of the Stars Ste 1100  
Los Angeles, CA 90067

Agreement Number: 1920119001

Lessee: ProSomnus Sleep Technologies, Inc.

This Acceptance Certificate is a part of the above-referenced Lease Agreement between Lessee and Lessor.

Acceptance

1. Lessee hereby certifies to Lessor that all of the Equipment described in the above-referenced Agreement between Lessee and Lessor has been received and inspected by Lessee at the Equipment Location identified in the Agreement, and all such Equipment is fully installed and operational.
2. Lessee irrevocably accepts of all of the Equipment for all purposes, including under the Agreement and any Supplier contract or other related documents.
3. Lessee hereby restates and reaffirms each of the representations and covenants given to Lessor in the Agreement, and further represents that no event or condition has occurred that constitutes a Default under the Agreement, or that with notice or the lapse of time or both would constitute a Default.

Lessee: ProSomnus Sleep Technologies, Inc.

6/15/21

Acceptance Date  
Lessee to fill in if blank

*M. Hunger*

Authorized Signature

*Mindy Hungerman CFO*

Authorized Signatory Name

Title

**SCHEDULE A**



**LION  
TECHNOLOGY  
FINANCE**

**Lessor:**  
Lion Technology Finance, LLC  
1999 Ave of the Stars Ste 1100  
Los Angeles, CA 90067

**Agreement Number:** 1920119001

**Lessee:** ProSomnus Sleep Technologies, Inc.

This Schedule A is a part of the above-referenced Lease Agreement between Lessee and Lessor.

**Equipment**

SUPPLIER	QUANTITY	EQUIPMENT LOCATION	FULL DESCRIPTION OF EQUIPMENT, INCLUDING MAKE, MODEL AND SERIAL NUMBER
Parachute Technology Inc	1	5860 W Las Positas Blvd, Pleasanton, CA, 94588	PowerEdge R740xd
Parachute Technology Inc	1	5860 W Las Positas Blvd, Pleasanton, CA, 94588	Replibit - Rack2-18000

**Signatures**

<b>Lessee:</b> ProSomnus Sleep Technologies, Inc.		<b>Lessor:</b> Lion Technology Finance, LLC	
	5/10/21		5/10/21
Authorized Signature	Date	Authorized Signature	Date
Mindy Hangerman	CFO	ARVIND CADAMBI	UP
Authorized Signatory Name	Title	Authorized Signatory Name	Title

**PARTIAL EXEMPTION CERTIFICATE FOR  
MANUFACTURING, RESEARCH AND DEVELOPMENT EQUIPMENT**

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

**Section 6377.1**

This is a partial exemption from sales and use taxes at the rate of 4.1875 percent from July 1, 2014, to December 31, 2016, and at the rate of 3.9375 percent from January 1, 2017, to June 30, 2022. You are not relieved from your obligations for the remaining state tax and local and district taxes on this transaction. This partial exemption also applies to lease periods occurring on or after July 1, 2014, and before July 1, 2022, for leases of qualified tangible personal property even if the lease agreement was entered into prior to July 1, 2014.

I hereby certify that the tangible personal property described below and purchased or leased from:

Lion Technology Finance, LLC, 1999 Ave of the Stars, Ste 1100, Los Angeles, CA 90067

is qualified tangible personal property and will be used by me primarily (please check one):

1.  for manufacturing, processing, refining, fabricating, or recycling;
2.  for research and development;
3.  to maintain, repair, measure, or test any property being used for (1) or (2) above; or
4.  as a special purpose building and/or foundation.

Description of qualified tangible personal property purchased or leased<sup>1</sup>


Milling Machines, production equipment and computers

If this is a specific partial exemption certificate, provide the purchase order or sales invoice number and a precise description of the property being purchased. If you want this certificate to be used as a blanket certificate for future purchases, describe generally the type of property you will be purchasing and ask your vendor to keep this certificate on file.

I, as the undersigned purchaser, hereby certify I am primarily engaged in manufacturing, processing, refining, fabricating, or recycling as described in codes 3111 to 3399 in the North American Industry Classification System (NAICS)<sup>2</sup> or I am primarily engaged in biotechnology, or physical, engineering, and life sciences research and development as described in codes 541711 and 541712 of the NAICS.

I understand that by law, I am required to report and pay the state tax (calculated on the sales price/rentals payable of the property) at the time the property is purchased, removed, converted, or used if:

- the purchase exceeds the \$200 million limitation;
- the property is removed from California within one year of the date of purchase or lease;
- the property is converted for use in a manner not qualifying for the exemption; or
- the property is used in a manner not qualifying for the partial exemption.

NAME OF PURCHASER ProSomnus Sleep Technologies, Inc.		SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE, OR AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF PERSON SIGNING Mindy Hungerman		TITLE CFO	
ADDRESS OF PURCHASER 5860 W Las Positas Blvd #25 Pleasanton, CA 94588			
PERMIT NUMBER (if you are not required to hold a permit, explain why) 103-055495		TELEPHONE NUMBER (925 ) 997-4410	
EMAIL ADDRESS OF PERSON SIGNING mhungerman@prosomnus.com		DATE 4/26/21	

<sup>1</sup> See Regulation 1525.4 (b)(9) for a description of what is included and excluded from "qualified tangible personal property."

<sup>2</sup> Official 2012 US NAICS Manual, U.S. Office of Management and Budget, 2012 edition.

**Certificate Of Completion**

Envelope Id: B91E04CA81814E4191035AD5059537E6  
 Subject: Please DocuSign: EXHIBIT NO 1A - ProSomnus  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Macquarie Equipment Capital Inc.  
 242 Exhibition St  
 Melbourne, VIC 3000  
 mcafsettlements@macquarie.com  
 IP Address: 161.199.210.42

**Record Tracking**

Status: Original  
 22/6/2021 | 09:50  
 Holder: Macquarie Equipment Capital Inc.  
 mcafsettlements@macquarie.com  
 Location: DocuSign

**Signer Events**

Aaron Jenkins  
 aaron.jenkins@macquarie.com  
 Operations Manager  
 CAF - TMT - US  
 Security Level: Email, Account Authentication  
 (Optional), Authentication

**Signature**

**Timestamp**

Sent: 22/6/2021 | 10:14

In Process

**Authentication Details**

SMS Auth:  
 Transaction: 65E8D054B6D40D0491977EF8576AF476  
 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 22/6/2021 | 10:17  
 Phone: +1 562-522-2281

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Arvind Cadambi  
 arvind@liontechfinance.com  
 Vice President  
 Security Level: Email, Account Authentication  
 (Optional), Authentication

DocuSigned by:  
  
 EBCCB98893A8461...

Sent: 22/6/2021 | 10:14  
 Viewed: 22/6/2021 | 10:25  
 Signed: 22/6/2021 | 10:25

Signature Adoption: Pre-selected Style  
 Using IP Address: 45.50.225.0

**Authentication Details**

SMS Auth:  
 Transaction: 65E8D06FFB7C0D0491977EF3FA5AFA20  
 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 22/6/2021 | 10:25  
 Phone: +1 949-445-9097

**Electronic Record and Signature Disclosure:**  
 Accepted: 22/6/2021 | 10:25  
 ID: 82581e68-5cd9-4263-8830-f547701a0d2a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp



Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	22/6/2021   10:14
Certified Delivered	Security Checked	22/6/2021   10:25
Signing Complete	Security Checked	22/6/2021   10:25
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process