

Fill in this information to identify the case:

Debtor 1 ProSomnus Sleep Technologies, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

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 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.

Part 1: Identify the Claim

1. Who is the current creditor? LEAF Capital Funding, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? DDI Capital

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Debbie Devassy Darcy & Devassy PC</u> Name <u>444 N. Michigan Ave., Suite 3270</u> Number Street <u>Chicago IL 60611</u> City State ZIP Code Contact phone <u>(312) 784-2400</u> Contact email <u>ddevassy@darcydevassy.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>LEAF Capital Funding, LLC</u> Name <u>2005 Market Street, 14th Floor</u> Number Street <u>Philadelphia PA 19103</u> City State ZIP Code Contact phone <u>267-402-5633</u> Contact email <u>bkestenbaum@leafnow.com</u></p>
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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) _____ Filed on _____ 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? _____

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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: 2143.23742

7. How much is the claim? \$ 281,330.95 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.
Breach of Contract

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 *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 amounts should match the amount in line 7.)

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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. \$ 9,931.88

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

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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 one:

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

Amount entitled to priority

\$ _____

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.

\$ _____

* 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.

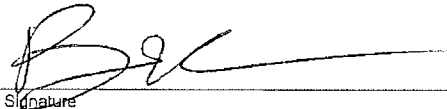
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an 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 07 01 2024
MM / DD / YYYY


Signature

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

Name Brian Kestenbaum
First name Middle name Last name

Title Senior Vice President

Company LEAF Capital Funding, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2005 Market Street, 14th Floor
Number Street

Philadelphia PA 19103
City State ZIP Code

Contact phone 267-402-5633 Email bkestenbaum@leafnow.com

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**EXHIBIT A TO
PROOF OF CLAIM OF LEAF CAPITAL FUNDING, LLC**

On May 7, 2024 (the “Petition Date”), ProSomnus Sleep Technologies, Inc. (the “Debtor”) filed a Voluntary Petition for Relief under Chapter 11, Title 11 of the United States Code (the “Bankruptcy Code”). Also on May 7, 2024, ProSomnus, Inc. filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code. A Motion for Joint Administration of Cases pursuant to Bankruptcy Rule 1015(b) was filed on May 7, 2024 (Docket No. 2) and granted on May 9, 2024 (Docket No. 41).

On March 3, 2023, DDI Capital and the Debtor entered into a Master Agreement wherein the Debtor requested that DDI Capital acquire and lease to the Debtor or finance for the Debtor the products described in each schedule or schedules to the Master Agreement submitted from time to time, upon the terms and conditions set forth in the Master Agreement and related schedule(s), and the Debtor agreed to perform the obligations set forth in the Master Agreement and schedule(s) thereto.

On February 9, 2024, DDI Capital and the Debtor entered into Schedule No. xx908B to the Master Agreement (the Master Agreement and Schedule No. xx908B are collectively referred to as the “Agreement”) wherein the Debtor requested that DDI Capital finance the items described on the Product Exhibit thereto (collectively the “Products”). Pursuant to the Agreement, the Debtor agreed to make sixty (60) consecutive monthly payments in the amount of \$4,965.94, plus applicable taxes.

On February 14, 2024, DDI Capital assigned all its right, title, and interest in the Agreement, Products, and right payment under the Agreement to LEAF Capital Funding, LLC (“Leaf”). True and correct copies of the Agreement, Assignment Agreement and related documents are attached hereto as Group Exhibit B.

As of the Petition Date, the Agreement was next due for April 1, 2024. To the extent the Debtor makes payments under the Agreement from and after the Petition Date, the Debtor shall be entitled to a credit. As of the date of this Proof of Claim, the Agreement has neither been assumed nor rejected pursuant to Section 365 of the Bankruptcy Code. Should the Agreement not be recognized as an executory contract in the context of this case, then, by virtue of a security interest in the Products taken by Leaf, this claim is filed as a secured to the extent of the value of the Products. To date, Leaf has not had an opportunity to confirm the condition and location of the Products and expressly reserves its right to do so.

The itemized calculation of the balance due under the Agreement is reflected on the attached statement of account.

444 N MICHIGAN AVE
SUITE 3270
CHICAGO, IL 60611
312-784-2400

DARCY & DEVASSY^{PC}
ATTORNEYS AT LAW

WWW.DARCYDEVASSY.COM

July 3, 2024

Via Federal Express:

ProSomnus Claims Processing Center
C/o KCC d/b/a Verita
222 N. Pacific Coast Highway
Suite 300
El Segundo, CA 90245

Re: DEB Case No. 24-10974

Hello,

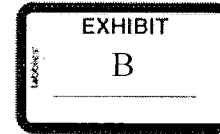
Please find enclosed the Proof of Claim in the amount of \$281,330.95 submitted by LEAF Capital Funding, LLC, with respect to the bankruptcy case of ProSomnus Sleep Technologies, Inc., DEB Case No. 24-10974.

Should you have any questions or concerns, please feel free to contact me or Mr. Randall Woolley at our office phone number, (312) 784-2400.

Best regards,

DARCY & DEVASSY PC

By: /s/ Maggie Wackenhut
Maggie Wackenhut, Legal Assistant
Darcy & Devassy PC
444 N. Michigan Ave., Ste 3270
Chicago, IL 60611
(312) 784-2400
mwackenhut@darcydevassy.com
rwoolley@darcydevassy.com



MASTER AGREEMENT

This master agreement (the "Master Agreement") dated as of March 3, 2023 (the "Master Agreement Date") is between Prosomnus Sleep Technologies, Inc. (the "Customer"), with its principal place of business located at 5675 Gibraltar Drive, Pleasanton, California 94588, and DDI Capital ("Originator"), with its principal place of business located at 181 New Road, Suite 304, Parsippany, NJ 07054.

1.0. MASTER AGREEMENT: Customer has requested that Originator (a) acquire and lease to Customer, or (b) finance to Customer, the product described in a Schedule or Schedules to this Master Agreement from time to time (such product being referred to herein as collectively the "Product" or individually an "item of Product"), and signed by Customer and Originator (each a "Schedule"), upon the terms and conditions set forth in this Master Agreement and in the related Schedule. Customer agrees that Originator has incurred, or will incur, non-refundable fees, expenses and charges related to leasing or financing the Product from a manufacturer(s) and/or supplier(s) and that the leasing or financing of the Product is essential to the Customer. Customer's receipt and acceptance of the Product under each Schedule shall be evidenced by a Certificate of Acceptance executed by Customer (each a "COA"). Each Schedule shall constitute a separate, distinct, and independent leasing or financing transaction incorporating the terms of this Master Agreement, the related COA, and any related exhibit, addendum or supplement, and is the entire agreement regarding the leasing or financing of the Product under such Schedule. References in this Master Agreement to "hereunder", "herein", "thereunder" and "therein" shall be construed to mean a Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement insofar as it relates to such Schedule. Customer's execution of a Schedule shall unconditionally obligate Customer to lease or finance the Product described on such Schedule from Originator. No Schedule shall be binding on Originator unless and until executed by Originator and upon payment by Originator for the Product under such Schedule. Anything to the contrary notwithstanding, Originator shall have no obligation to accept, execute or enter into any Schedule, or to lease or finance any Product to Customer. Customer agrees that each Schedule, together with the related COA, any related exhibit, addendum or supplement, and this Master Agreement shall control in the event of a conflict with any order, invoice, request for proposal, response, other related document, or agreement, or any manufacturer and/or supplier agreement. If any provision of this Master Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. In the event of any conflict between this Master Agreement and any Schedule, such Schedule shall control. Capitalized terms used in this Master Agreement, but not otherwise defined in this Master Agreement, shall have the meaning set forth in the applicable Schedule, related COA, and any related exhibit, addendum or supplement. **TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER EACH SCHEDULE, THE RELATED COA, ANY RELATED EXHIBIT, ADDENDUM OR SUPPLEMENT, AND THIS MASTER AGREEMENT.**

2.0. DEFINITIONS: Each Schedule will be marked as either a "Lease Schedule", a "Variable Lease Schedule", an "Installment Payment Schedule", or a "Software Payment Schedule". Customer agrees that all Schedules marked as a "Lease Schedule" or a "Variable Lease Schedule" will provide lease terms for the Product under such Schedule, and all Schedules marked as an "Installment Payment Schedule" or a "Software Payment Schedule" will provide finance terms for the Product under such Schedule. Schedules not marked as described in the preceding two sentences of this section, and not marked therein, shall be considered to provide lease terms for the Product under such Schedule. The "Acceptance Date" for each item of Product shall be the date the item is delivered and accepted by the Customer. In the event that individual items of Product as set forth in the related COA are delivered and accepted on different dates, then each item of Product will have a separate Acceptance Date to reflect the date described in the preceding sentence. The "Commencement Date" shall be the first day of the calendar month immediately following the last Acceptance Date for all the Product described on the COA. The "First Payment Date" shall be the first day of the calendar month immediately following the Commencement Date, unless otherwise detailed in the Schedule. The "Payment Dates" shall be the first day of each Payment Frequency period during the Initial Term of the Schedule, commencing with and including the First Payment Date, and the first day of each consecutive Payment Frequency period thereafter or any renewal term permitted under the Schedule, unless earlier terminated by Originator as provided herein. Notwithstanding the foregoing, Customer and Originator may agree to any other payment schedule, including irregular payments or balloon payments, in which event they shall be set forth in the applicable Schedule.

2.1. VARIABLE USE DEFINITIONS; METERING: Section 2.1. shall apply to Schedules marked as Variable Lease Schedule. Variable use definitions and Customer's metering obligations shall be set forth in the applicable Schedule.

3.0. ACCEPTANCE; PAYMENTS; FEES: Customer agrees to promptly execute any related COA which certifies that all the Product subject to a Schedule, and as to which the Payments relate, has been delivered and accepted by Customer. The term of each Schedule shall begin on the Commencement Date and shall continue until the last day of the Payment Frequency period in which the last Payment of the Initial Term occurs or any renewal term permitted hereunder occurs. This Master Agreement and related Schedules cannot be canceled or terminated by Customer. Customer will pay all payments listed in each Schedule (the "Payments"), and other amounts payable as detailed herein or therein, when due and acknowledges that such Payments and other amounts payable are undisputed. **CUSTOMER AGREES AND ACKNOWLEDGES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IN EACH SCHEDULE AND THIS MASTER AGREEMENT IS NONCANCELLABLE, ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION OR DEFENSE OF ANY KIND.** Originator will have the right to apply all sums received from Customer to any amounts due and owed to Originator under the terms of this Master Agreement. If any Payment or other amount payable in any Schedule or this Master Agreement is not paid within 5 days of its due date, Customer shall pay on demand, as a late charge, an amount equal to 1.33% per month of the amount then due (but in no event may such late charge exceed the highest late charge permitted by applicable law). If for any reason any Payment is returned for insufficient funds, Customer will pay Originator a fee of \$75 (but in no event may such fee exceed the highest charge permitted by applicable law). Originator may make a profit on any fees and charges paid under any Schedule or this Master Agreement to cover Originator for its operational expenses. All amounts detailed in any Schedule of this Master Agreement shall be in United States dollar (USD), unless otherwise detailed in such Schedule.

4.0. OWNERSHIP:

4.1. Section 4.1. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Originator will own the Product and all replacements, parts, repairs, and accessions incorporated therein or attached thereto (excluding any software) during the term of each Schedule.

4.2. Section 4.2. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. Except for any software, Customer will own the Product during the term of this Agreement.

4.3. Section 4.3. shall apply to all Schedules. If the Product includes any software, Customer agrees: (i) Originator does not own the software; (ii) Customer is responsible for entering into any necessary software license agreement with the owners or licensors of such software, (iii) Customer will comply with the terms of all such agreements, if any, and (iv) any default by Customer under any such agreements shall also constitute a default by Customer under this Master Agreement.

5.0. TAXES:

5.1. Section 5.1. shall apply to all Schedules. Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product or for its use or operation or upon any Schedule or this Master Agreement, provided however, that Customer shall not be required to pay taxes related to the net income of Originator. At Originator's option, Originator may discharge taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Product, and Customer agrees to reimburse Originator upon demand and to pay Originator a processing fee for each expense or charge that Originator pays on Customer's behalf.

5.2. Section 5.2. shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. If the Product is subject to personal property taxes, Originator shall report all Product to the proper taxing authorities. If the Originator receives any invoice from the taxing authorities for applicable personal property taxes, Originator shall pay any such taxes directly and Customer agrees to reimburse Originator for all such taxes, fees and other charges paid by Originator. Upon termination of any applicable Schedule as provided for herein, Customer will pay to Originator any such taxes accrued or assessed but not yet due and payable, and Originator will, if applicable, estimate personal property taxes due on the Product under such Schedule based upon the most recent tax assessment of the Product under such Schedule or on the tax rates and taxable value calculations as available from the appropriate taxing jurisdiction. Customer acknowledges that Originator is the owner of the Product for Federal, State and Local income tax purposes and as such, Originator is/should be entitled to claim (or have claimed) for Federal, State and Local income tax purposes interest, depreciation deductions and any tax credits available to the owner of the Product (collectively, the "Allowances"). Customer agrees to take no action inconsistent with the foregoing or which would result in the loss, disallowance, recapture or unavailability to Originator or its Assignee of the Allowances, and represents and warrants that from the time Originator becomes the owner of the Product no depreciation, tax credits or other tax benefits will be claimed by Customer with respect to the Product. Customer shall indemnify Originator on an after-tax basis for any loss of all, or any portion, of the Allowances due to Customer's act, failure to act, misrepresentation or any loss, damage, destruction of the Product, or return of the Product to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, all as defined herein.

5.3. Section 5.3. shall apply to all Schedules marked as providing finance terms for the Product under such Schedule. If the Product is subject to personal property taxes, Customer shall report all Product to the proper taxing authorities.

6.0. ASSIGNMENT: Customer agrees that Originator or its Assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under the Master Agreement, the Schedules, including the Product and Payments under such Schedules, and the right to collect Payments to an assignee (each, an "Assignee") without notice or consent of Customer. Customer agrees that if Originator sells, assigns, transfers, or grants a security interest, Assignee will have the same rights and benefits that Originator has now and will not have to perform any of Originator's obligations. Customer agrees that it will not assert against Assignee, and that Assignee will not be subject to any claims, defenses, or offsets that Customer may have against Originator or any other party related to this Master Agreement, the Schedules or the Product. Customer shall cooperate with Originator in executing any documentation reasonably required by Originator or Assignee to effectuate any such assignment. Provided Customer is not in default under this Master Agreement, Originator agrees to assign, without warranty or representation as to legality or validity, to Customer, all rights which Originator may have against the manufacturer(s) and/or supplier(s) of the Product by reason of and arising out of the leasing or financing of such Product, including any implied or express warranties respecting the Product.

7.0. WARRANTY DISCLAIMER; INDEMNIFICATION: CUSTOMER AGREES THAT CUSTOMER HAS SELECTED THE PRODUCT BASED UPON CUSTOMER'S OWN JUDGMENT AND CUSTOMER DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY ORIGINATOR AND ITS ASSIGNEE. ORIGINATOR AND ITS ASSIGNEE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE PRODUCT. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER EACH SCHEDULE AND THIS MASTER AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY MANUFACTURER OR SUPPLIER. Originator and its Assignee are not responsible for, and Customer agrees to hold Originator and its Assignee harmless and reimburse them for and to defend on Originator's or its Assignee's behalf against, any claim for any loss, expense (including attorneys' fees and costs), liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the Product. All indemnities will survive the expiration or termination of any Schedule and this Master Agreement.

8.0. USE; MAINTENANCE; LOCATION; INSPECTION; LOSS; DAMAGE: Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer may quietly possess the Product subject to and in accordance with the rights and obligations of the Master Agreement. Any Product which constitutes personal property at the inception of a Schedule shall remain personal property regardless of its attachment to realty, and Customer agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Product as a result of its attachment to realty. If requested by Originator with respect to any item of Product, Customer will obtain and deliver to Originator waivers of interest or liens in recordable form, satisfactory to Originator, from all persons claiming any interest in the real property on or in which such item of Product is installed or located. Customer shall use the Product only for essential business or proprietary functions of Customer. At Customer's expense, Customer shall: (i) use the Product in accordance with the terms of any applicable product agreement and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the Product in full working order and complete repair; (iii) mark and identify the Product in such manner as Originator or its Assignee may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; and (iv) keep the Product at the address shown on the applicable Schedule, and Customer agrees not to move it unless Originator or its Assignee agree in writing. Originator will have the right, at any reasonable time, to inspect the Product and any documents relating to its use, maintenance and repair. Customer is responsible for the risk of loss or for any destruction or damage to the Product. Customer agrees to notify Originator or its Assignee in writing within 10 days of any loss or damage. If the Product is destroyed, or if the Product is returned to the manufacturer(s) and/or supplier(s) of the Product for any reason whatsoever, Customer agrees to immediately notify Originator or its Assignee in writing and pay Originator or its Assignee the entire unpaid balance of the applicable Schedule plus, for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer). Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage.

9.0. MODIFICATION: Customer may, at its sole cost and expense, make any modifications to the Product, provided that such modifications (a) are readily removable without causing damage to the Product, (b) do not reduce the value, utility, marketability or remaining useful life of the Product, and (c) are of a kind that customarily are made by customers or purchasers of product similar to the Product. All parts, modifications and improvements to the Product shall, when installed or made, immediately become the property of the owner of such Product as detailed herein, and part of the Product for all purposes; provided, that any modification not required by law shall, if requested by Originator, be removed by Customer and any damage to the Product resulting from such removal shall be repaired prior to the return of the Product to the Originator in accordance with the terms and conditions of this Master Agreement. Except as specifically provided herein, no Product modifications shall be made or permitted by Customer. Customer may elect to lease or finance such modification from Originator, and only Originator, and Originator may elect to lease or finance such modification to Customer in its sole discretion, provided that the aggregate value of such modification is not less than \$5,000.00, and the term of such modification shall be coterminous with the term of Product being modified or such other term as Originator may provide in its sole discretion.

10.0. SECURITY INTEREST: Section 10.0. shall not apply to Schedules marked as Software Payment Agreement. Customer grants Originator or its Assignee a first priority security interest in the Product together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, to secure all amounts Customer owes Originator or its Assignee under any Schedule and this Master Agreement with Customer. Customer authorizes Originator or its Assignee to file a financing statement (UCC-1) related to the Product, any Schedule, or this Master Agreement. Originator or its Assignee may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws.

11.0. INSURANCE: Section 11.0. shall not apply to Schedules marked as Software Payment Agreement. Customer agrees to keep the Product fully insured against risk, liability and loss, with Originator or its Assignee as both additional insured and lender's loss payee in an amount satisfactory to Originator or its Assignee until the applicable Schedule has been paid in full. Customer agrees to provide Originator or its Assignee certificates or other evidence of insurance acceptable to Originator or its Assignee. Any proceeds of insurance will be paid to Originator or its Assignee and credited, at its option, against any loss or damage. Customer agrees to provide 10 days advance written notice to Originator or its Assignee of any modification or cancellation of such insurance. If Customer does not provide evidence of acceptable insurance, Originator or its Assignee has the right, but no obligation: (a) to obtain insurance covering Originator's or its Assignee's interest (and only Originator's or its Assignee's interest) in the Product for the term, including the Initial Term and any renewal term permitted hereunder and (i) any insurance Originator or its Assignee obtains will not insure Customer against third party or liability claims and may be cancelled by Originator or its Assignee at any time, (ii) Customer will be required to pay Originator or its Assignee an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining Customer's own insurance, (iv) Customer agrees that Originator or its Assignee, or one of Originator's or its Assignee's affiliates, may make a profit in connection with the insurance Originator or its Assignee obtains, (v) Customer agrees to cooperate with Originator or its Assignee, Originator's or its Assignee's insurer and agent in the placement of coverage and with claims; or (b) Originator or its Assignee may waive the insurance requirement and charge Customer a monthly property damage surcharge in the amount of 0.0035 of the Product Value detailed in the applicable Schedule to cover Originator's or its Assignee's credit risk, administrative costs and other costs, as would be further described on a letter from Originator or its Assignee to Customer and on which Originator or its Assignee may make a profit. If Customer later provides evidence that Customer has obtained acceptable insurance, Originator or its Assignee will cancel the insurance Originator or its Assignee obtained or cease charging the surcharge.

12.0. PURCHASE; RENEWAL; RETURN OF PRODUCT: Section 12.0 shall apply to all Schedules marked as providing lease terms for the Product under such Schedule. Provided that no Event of Default under any Schedule or this Master Agreement has occurred and is continuing, Customer will have the option at the end of the Initial Term or any renewal term permitted under the applicable Schedule to purchase all (but not less than all) of the Product thereunder at the "End of Term Purchase Option" stated therein, plus any applicable taxes. Schedules not marked as described in the preceding sentence of this section, and not marked therein, shall be considered to provide an End of Term Purchase Option stated as Fair Market Value (as defined below). If the End of Term Purchase Option stated therein is "Fair Market Value" (such term means the value of the Product in its continued use by the Customer, as determined by mutual agreement or, failing that, by an independent appraiser selected by Originator with Customer paying the cost of such appraisal), Customer must send Originator written notice 120 days before the end of the Initial Term or any renewal term permitted under the applicable Schedule that Customer will purchase all (but not less than all) of the Product thereunder or that Customer will return all (but not less than all) of the Product thereunder to Originator. If Customer does not give Originator such written notice or if Customer does not purchase or return the Product thereunder in accordance with the terms and conditions of this Master Agreement, the applicable Schedule will continue for a 4-month term(s) until Customer exercises a purchase option or returns the Product thereunder to Originator in accordance with the terms and conditions of this Master Agreement. During such renewal term(s) the Payment amount therein will remain the same and Customer is responsible for any applicable taxes. If Customer provides written notice of its intent to return the Product thereunder in accordance with the terms and conditions of this Master Agreement, Customer will return all (but not less than all) of the Product thereunder to a location specified by Originator at Customer's sole expense, with matching serial numbers as originally set forth thereunder, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program. Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product. Originator may require Customer deliver to Originator documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the above requirements, has ceased Customer's use of the Product, and has not retained the Product in any form.

13.0. INFORMATION: In the event that Customer is not a public company or has not filed quarterly and annual financial reports required by the Securities and Exchange Commission, Customer shall furnish Originator or its Assignee with such information, financial or otherwise, relating to Customer or the Product as Originator or its Assignee shall reasonably request to determine Customer's current financial condition and faithful performance of the terms hereof. This may include but is not limited to: (i) compiled, reviewed or audited annual financial statements (prepared in accordance with accounting principles generally accepted for Customer's country of organization and set forth with corresponding figures for the prior year)

certified by an independent accounting firm acceptable to Originator or its Assignee within 120 days after Customer's fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s).

14.0. DEFAULT: Any of the following shall constitute an "Event of Default" under any Schedule or this Master Agreement: (i) Customer fails to pay any Payment or other amount payable under any Schedule or this Master Agreement when due and such failure continues for 5 days after written notice to Customer of such failure (such notice may consist of Originator's or Assignee's standard invoice or past due invoice); (ii) Customer fails to comply with any other obligation under any Schedule or this Master Agreement and such failure continues for 5 days after written notice to Customer of such failure; (iii) Customer shall default in the payment or performance of any other obligation or indebtedness to Originator, Assignee, or any third party; (iv) Customer merges or consolidates with, or sells all or a substantial portion of its assets to, a third-party, or Customer's ownership or membership interests change without the prior written consent of Originator or its Assignee; (v) Customer or any guarantor suffers a material adverse change in its financial condition, is in bankruptcy, or dissolves, liquidates, terminates existence; (vi) Customer permits any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon this Master Agreement, any Schedule, or the Product; (vii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Customer sublets, sublicenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee, or (b) for Schedules marked as providing finance terms for the Product under such Schedule, Customer leases, licenses or assigns any of its rights or obligations under this Master Agreement, any Schedule, or the Product without the prior written consent of Originator or its Assignee; (viii) Customer makes or has made any false statement or misrepresentation to Originator or Assignee which causes any damages hereunder; or (ix) Customer is listed in any sanctions-related list maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, its successor, or the U.S. Department of State.

15.0. REMEDIES: Upon and during the continuance of an Event of Default, Originator or its Assignee may, at its option, exercise one or all of the following remedies, for the applicable Schedule or all Schedules hereunder: (i) Originator or its Assignee may terminate Customer's rights to use the Product, require the Customer to return all (but not less than all) of the Product to a location specified by Originator at Customer's sole expense, in retail re-saleable condition, full working order, and complete repair, certified as eligible for maintenance under the Product manufacturer's standard maintenance program (Customer is solely responsible for removing any passwords, data, information, tags, or marks that may reside in or on the Product), peacefully repossess the Product without court order or without liability for entry or damage to the property, cancel, terminate, or cause the product manufacturer(s) and/or supplier(s) to cancel and/or terminate, providing maintenance and/or support for the Product, and/or require Customer to deliver to Originator or its Assignee documentation executed by Customer's duly-authorized officer certifying that Customer has complied with the aforementioned requirements, has ceased Customer's use of the Product, and has not retained the Product in any form; (ii) upon demand Customer will pay to Originator or its Assignee an amount equal to the sum of (a) all Payments or other amounts payable then due, if any, and (b) the present value of all remaining Payments or other amounts payable to become due in the future discounted at a rate of 2% per annum, and (c) for Schedules marked as providing lease terms for the Product under such Schedule, the anticipated purchase price of the Product (such purchase price is the value of the Product in its continued use by the Customer) discounted at a rate of 2% per annum; and (iii)(a) for Schedules marked as providing lease terms for the Product under such Schedule, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 2A and 9 of the Uniform Commercial Code and any other law or in equity, or (b) for Schedules marked as providing finance terms for the Product under such Schedule and (i) not marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available under Article 9 of the Uniform Commercial Code and any other law or in equity, or (ii) marked as Software Payment Agreement, Originator or its Assignee, as applicable, shall have all other rights and remedies available at law or in equity. Customer will owe interest at the lower of 16% per annum or the highest rate allowed by law on all unpaid amounts. Customer shall be responsible for all attorneys' fees and costs, including, without limitation, costs of repossession, as a result of Originator or its Assignee enforcing its rights following an Event of Default. For Schedules marked as providing lease terms for the Product under such Schedule, Customer agrees that this Master Agreement is a "Finance Lease" as defined by Article 2A of the UCC, and Customer waives all rights under sections 2A-508 through 522 of the Uniform Commercial Code.

16.0. LAW; JURY WAIVER; NON-WAIVER; NOTICES: This Master Agreement and each Schedule will be governed and construed in accordance with the laws of the State of New Jersey. Customer consents to jurisdiction and venue in New Jersey. Customer shall comply with all federal, state and local laws, regulations and rules applicable to Customer and relating to the ownership or operation of Customer's business, the Products and/or its essential use. Customer represents and warrants that it is and shall be validly existing and in good standing under the laws of the state of its organization and that it has the power and capacity to enter into this Master Agreement and each Schedule. Customer will notify Originator or its Assignee within 30 days if Customer's state of organization revokes or terminates its existence. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to Originator or its Assignees. Customer and Originator or its Assignee each WAIVE ANY RIGHT TO TRIAL BY JURY in any action arising from or related to this Master Agreement or any Schedule. No course of dealing between Customer and Originator or its Assignee or any delay or omission on the part of Originator or its Assignee in exercising any rights hereunder shall operate as a waiver of any rights of Originator or its Assignee. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Originator or its Assignee unless it is in writing and signed by Originator or its Assignee. Any notice hereunder to Customer or Originator or its Assignee shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mail, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

17.0. ORIGINAL DOCUMENT: The terms of this Master Agreement may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Master Agreement and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Master Agreement shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Master Agreement; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Master Agreement. THIS MASTER AGREEMENT HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS MASTER AGREEMENT DATE SET FORTH HEREIN.

Customer: Prosonnus Sleep Technologies, Inc.

Customer Signature: Mindy Hungerman Customer Name: Mindy Hungerman Customer Title: VP Finance

Originator: DDI Capital

Originator Signature: Greg Nappi Originator Name: Greg Nappi Originator Title: CFO



INSTALLMENT PAYMENT SCHEDULE NUMBER ██████████ 908B
TO MASTER AGREEMENT DATED MARCH 3, 2023

This schedule (the "Schedule") dated as of February 9, 2024 (the "Schedule Date") is between Prosomnus Sleep Technologies, Inc. (the "Customer"), and DDI Capital (the "Originator") and is entered into pursuant to the Master Agreement (the "Master Agreement") identified above. Customer has requested that Originator finance to Customer the Product described in this Schedule. Originator reserves the right to void this Schedule if Originator is not in receipt of a fully executed Original of this document within five (5) days of the Schedule Date. Notwithstanding anything to the contrary in this Schedule, Customer and Originator agree to the terms and conditions as follows:

- Product Description: See Product Exhibit to Schedule
- Product Value: \$226,563.75
- Payment: \$4,965.94
- Initial Term (Number of Payments): 60
- Payment Frequency: Monthly
- Daily Rate Factor: 1/30th
- Currency: United States dollar
- Payment Schedule: Payments start on the First Payment Date and continue thereafter on the first day of each consecutive Payment Frequency period
- Additional Terms:

ADVANCED PAYMENTS: Advanced payments, if required, shall be paid contemporaneously with the Customer's signature of this Schedule.

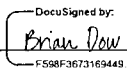
PAYMENTS: Customer agrees to pay all Payments listed in this Schedule when due and acknowledges that such Payments are accurate and undisputed. The first Payment shall be equal to the sum of one Payment, plus an amount equal to the Daily Rate Factor detailed above times one Payment times the number of days from and including the Acceptance Date to, but excluding, the First Payment Date. The First Payment Date shall be the Commencement Date for this Schedule.

MASTER AGREEMENT: All terms, conditions, representations and warranties of the Master Agreement are hereby incorporated by reference herein and made part hereof as if they were expressly set forth in this Schedule. This Schedule constitutes a separate and distinct transaction with respect to the Product described herein, independent of any other Schedules. By execution of this Schedule, the parties reaffirm as of the date hereof all of the terms, conditions, representations and warranties of the Master Agreement, except as modified herein. Customer agrees that if all items of Product under this Schedule have not been delivered and accepted pursuant to the related COA within thirty (30) days of the Schedule Date, Originator has the right to void this Schedule at its sole discretion and Customer shall be liable to purchase the Product and pay Originator, manufacturer(s), and/or supplier(s), as applicable, the Product Value for such Product, and pay to Originator any Closing Costs detailed herein. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Master Agreement.

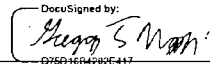
ORIGINAL DOCUMENT: The terms of this Schedule may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Schedule and it shall be marked "Original" by Originator or its Assignee. The parties agree that the Original of this Schedule shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Schedule; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED AND AGREED: By signing below, Customer and Originator certify that they have the authority to sign, have reviewed and do agree to all terms and conditions of this Schedule. THIS SCHEDULE HAS BEEN DULY AUTHORIZED AND DULY EXECUTED BY THE PARTIES HERETO AND SHALL BE LEGALLY VALID AND BINDING UPON BOTH PARTIES AS OF THIS SCHEDULE DATE SET FORTH HEREIN.

Customer: Prosomnus Sleep Technologies, Inc.

Customer Signature:  Customer Name: Brian Dow Customer Title: Chief Financial officer

Originator: DDI Capital

Originator Signature:  Originator Name: Greg Nappi Originator Title: CFO



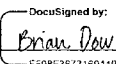
PRODUCT EXHIBIT
TO SCHEDULE NUMBER [REDACTED] 908B

Location Code:	001	Location:	Prosomnus Sleep Technologies, Inc. 5675 Gibraltar Drive, Pleasanton, California, 94588
QTY	Part Num	Description	
4	R5 ID#30669A	Version: SK-V1 SKU: 290000A Weight: 411lbs	

ORIGINAL DOCUMENT: The terms of this Product Exhibit may be modified and supplemented only by a written instrument signed by Customer and Originator or its Assignee. There shall be one original of this Product Exhibit and it shall be marked "Original" by Originator or its Assignee. The Customer agrees that the Original of this Product Exhibit shall: 1) be a version which bears all parties' wet-ink, facsimile or electronic signature; 2) constitute the sole original authoritative version of this Product Exhibit; and 3) be the Original chattel paper for purposes of perfection under the Uniform Commercial Code to the extent legally applicable.

ACCEPTED: This Product Exhibit is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Customer: Prosomnus Sleep Technologies, Inc.

Product Exhibit Signature:  Product Exhibit Name: Brian Dow Product Exhibit Title: Chief Financial Officer
F598F3673169449



Instructions of Disbursement of Proceeds

February 14, 2024

LEAF Capital Funding, LLC
2005 Market Street, 14th Floor
Philadelphia, PA 19103

Funding for:

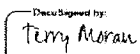
CUSTOMER NAME	Prosomnus Sleep Technologies, Inc.
MASTER AGREEMENT	Dated: March 3, 2023
SCHEDULE NUMBER	██████████908A
FED ID #:	██████████
AP CONTACT NAME	Accounts Payable
AP ADDRESS	5675 Gibraltar Drive, Pleasanton, CA 94588
AP EMAIL ADDRESS	prosomnusap@bill.com and ap@prosomnus.com
CONTRACT PAYMENTS BY AUTO ACH (REQUIRED FORM INCLUDED)	No
Sales Tax:	Vendor responsible for collecting and remitting
First Payment due to Lender:	March 1, 2024
Assigned to Lender:	# 60 Months
Debt Rate	██████████

To Whom It May Concern

Please pay the following purchase prices effective : February 14, 2024

PV/Funding Amount	\$251,485.86
Minus First Monthly Payment	(\$4,965.94)
Total Net Difference Due to d/b/a DDI Capital	<u>\$246,519.92</u>

Please ACH or wire transfer the money for DDI Leasing, Inc. to:
Peapack-Gladstone Bank
P.O. Box 178, Gladstone, NJ 07934
ABA #: ██████████ Account #: ██████████

Sincerely,

Terry Moran

February 13, 2024 | 16:01:53 EST



COMMENCEMENT AUTHORIZATION
(Pre-Delivery/Installation Funding Authorization)
TO SCHEDULE NUMBER [REDACTED] 908B DATED FEBRUARY 9, 2024

Re: Schedule ("Schedule") by and between Prosomnus Sleep Technologies, Inc. ("Customer") and DDI Capital ("Originator"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Schedule.

Customer hereby irrevocably authorizes and directs Originator to commence the term of the Schedule and pay the purchase price of the Equipment (as defined in the Schedule) to the vendor(s) thereof and/or other entities in the amount(s) described below.

ENTITY	DOLLAR AMOUNT (\$)
1. vhf, Inc.	\$226,563.75

The above authorization and direction is made notwithstanding that there are some items of the Equipment that have not been delivered, installed and/or inspected by Customer as of the date hereof. If for any reason, the delivery, installation and/or operation of the Equipment is delayed or not acceptable to Customer, Customer shall address such issues directly with the vendor(s) providing such items and/or services, shall hold Originator harmless from such responsibility and shall pay all amounts due and to become due under the Schedule as provided for therein. Customer further acknowledges and agrees that it shall constitute an immediate event of default under the Schedule if, for any reason, all of the Equipment has not been delivered to and unconditionally accepted by Customer on or before ninety (90) days after the commencement date set forth above, in which event Originator shall be entitled to exercise all of its rights and remedies under the Schedule or otherwise available to Originator under applicable laws.

In order to induce Originator to pay the full purchase price of the Equipment prior to Customer's receipt of the Equipment, Customer hereby grants to Originator a first priority security interest in all of Customer's assets, including but not limited to all inventory, supplies, accounts and accounts receivables (including healthcare insurance receivables and all other accounts receivables), general intangibles, chattel paper, instruments, goods, equipment, machinery, fixtures, furnishings, business and customer records, vehicles, leasehold interests and all other personal property together with all other accessories, accessions, attachments thereto, whether now owned or hereafter acquired, and all other substitutions, renewals, replacements and improvements and all proceeds of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations.

CUSTOMER'S OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE OBLIGATION TO PAY THE SCHEDULED PAYMENTS, SHALL BE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO SETOFF, REDUCTION OR ABATEMENT. By its execution and delivery of this Commencement Authorization, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Schedule as of the date hereof, and represents and warrants to Originator that no event of default, and no event or condition which with notice or the passage of time or both would constitute an event of default, has occurred and is continuing as of the date hereof. Customer further certifies to Originator that Customer has selected the Equipment, the vendor(s) and has received and approved the purchase order, purchase Schedule or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

Customer: Prosomnus Sleep Technologies, Inc.
DocuSigned by:

Acceptance Signature: Brian Dow Acceptance Name: Brian Dow Acceptance Title: Chief Financial officer
F598F3673169449...

***The above individual is an officer, manager, partner, member or other party with the power and authority to act on behalf of Customer.

February 14, 2024

Prosomnus Sleep Technologies, Inc.
5860 W Las Positas Ste 25
Pleasanton, CA 94588
Email: bdow@prosomnus.com

RE: App # 884980 or Contract # [REDACTED] 801-001

Dear Valued Customer:

Thank you for choosing for your equipment finance needs. We value your business and are working hard to earn your continued loyalty.

The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

Should you have any further questions, please contact us directly at 855-444-2310 or by email at customersupport@Administration-Services.com.

Once again, thank you for choosing .

Sincerely,

Nora Rizkalla

Documentation Specialist

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT ("Assignment") is executed as of this 14th day of February 2024, by DDI Leasing, Inc. ("Assignor") in favor of LEAF Capital Funding, LLC a national banking association having an address at 2005 Market Street, 14th Floor, Philadelphia, PA 19103 ("LEAF").

WHEREAS, Assignor and LEAF are parties to that certain Master Assignment Agreement dated as of December 18, 2020 (the "Master Agreement"), pursuant to which Assignor's rights under "Leases" (as defined in the Master Agreement) and rights to "Equipment" (as defined in the Master Agreement) may be assigned to LEAF pursuant to the terms and conditions thereof;

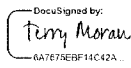
WHEREAS, Assignor desires to assign to LEAF and LEAF desires to obtain from Assignor, the rights under that certain Schedule # TSM05908B dated February 9, 2024 to that certain Master Lease dated March 3, 2024 ("Lease") and a security interest in all Equipment subject to such Lease;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Master Agreement.
2. **Assignment of Leases.** Effective as of the date hereof, and in accordance with the terms and conditions of the Master Agreement, Assignor hereby irrevocably and unconditionally assigns, sells and transfers to LEAF, and its successors and assigns, (i) the Lease (including all schedules, riders, exhibits, addenda, amendments and supplements thereto); (ii) all of Assignor's right, title and interest and remedies in, to and under the Lease, including without limitation, the right to all payments, all insurance proceeds, condemnation awards and other monies and security payable by the Lessee in the event of default by the Lessee under the Lease and the right to take any and all proceedings, legal, equitable, or otherwise, Assignor might otherwise take, but for this Assignment; (iii) all the Assignor's rights and remedies under and all amounts payable under any guaranty or guaranties of the Lessee's obligations under any Lease; (iv) all rights, claims or causes of action of Assignor with respect to the Equipment and the Lease; and (v) all proceeds of and payments received with respect to any of the foregoing.
3. **Grant of Security Interest in Equipment.** Effective as of the date hereof, and in accordance with the terms and conditions of the Master Agreement, Assignor hereby grants, conveys and assigns to LEAF a security interest in: (i) all of Assignor's right, title and interest in and to the Equipment; (ii) all bills of sale, invoices and other documents and all right, title and interest of Assignor now or hereafter delivered by the manufacturer or seller with respect to any Equipment sold or leased pursuant to the Lease; and (iii) all proceeds of the payments received with respect to any of the foregoing.
4. **Further Assurances.** To facilitate the transfer provided by this Assignment, LEAF shall have the right to endorse in its name or in the name of Assignor, and to deposit, all checks for payment made by the Lessee under the Lease. Assignor agrees to take such further action at the expense of LEAF, including, without limitation, the execution of financing statements provided by LEAF, to effectuate the assignment of the Lease and the granting of security interests in Equipment provided for in this Assignment. Assignor agrees that a photocopy of this Assignment is sufficient as a financing statement, and that if Assignor fails to promptly execute any financing statement submitted to Assignor, LEAF is granted a power of attorney to sign Assignor's name on such financing statement as Assignor's true and lawful attorney. The foregoing power of attorney is coupled with an interest and is irrevocable.
5. **Successors and Assigns.** This Assignment shall inure to the benefit of LEAF and its successors, assigns and transferees.

IN WITNESS WHEREOF, Assignor has executed this Assignment by its duly authorized officer as of the date first above written.

ASSIGNOR: DDI LEASING, INC.

Name: 
6A7E75EBF11C42A...

Title: Terence Moran, Vice President



110 S. Poplar Street, Suite 101. Wilmington DE 19801

Account # [REDACTED] 801-001

Lessee: Prosomnus Sleep Technologies, Inc.

As of 05/07/2024 LEAF was owed the following:

57 remaining payments of \$4,965.94 discounted @ 2%:	\$269,894.84
2 past due payments of \$4,965.94 each:	\$9,931.88
Taxes:	\$511.05
Late Charges:	\$993.18
Total due:	\$281,330.95