Fill in this information to identify the case:

Debtor 1 Cesar Orlando Molina Delgado

Debtor 2 Isabel Cristina Moncayo Camacho
(Spouse, if filing)

United States Bankruptcy Court for the: ____________ District of UT

Case number 23-23137

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?

Quantum3 Group LLC as agent for Katapult Group LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Wayfair

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? ____________

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

	Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Name	Quantum3 Group LLC as agent for Katapult Group LLC	Quantum3 Group LLC
Number Street	PO Box 788	PO Box 2489
City State ZIP Code	Kirkland WA 98083-0788	Kirkland WA 98083-2489
Contact phone	(425) 242-7100	(425) 242-7100
Contact email	claims@quantum3group.com	accounting@quantum3group.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):
Q 2 0 6 3 0 9 5 6 6 0

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? ____________

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: 8 5 4 1

7. How much is the claim? $ 1,985.00. **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.

Lease

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: Household Goods

Basis for perfection: Lease

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: $ 1,569.40

Amount of the claim that is secured: $ 1,569.40

Amount of the claim that is unsecured: $ 415.60 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $____________________

Annual Interest Rate (when case was filed)_______%

- ☐ Fixed
- ☐ Variable

10. Is this claim based on a lease?

- ☐ No
- ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 0.00

11. Is this claim subject to a right of setoff?

- ☑ No
- ☐ Yes. Identify the property: ____________________

12. **Is 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:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$____________
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$____________
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$____________
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$____________
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$____________
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) 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 9/18/2023
MM / DD / YYYY

/s/ Jessi White
Signature

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

Name: Jessi White
First name / Middle name / Last name

Title: Authorized Agent for Creditor

Company: Quantum3 Group LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: PO Box 788
Number Street

Kirkland WA 98083-0788
City State ZIP Code

Contact phone (425) 242-7100 Email claims@quantum3group.com

Bankruptcy Rule 3001(c)(3)(A) Statement of Account Information

Account Number(s) (redacted)	Original Creditor	Merchant Name
8541	Katapult Group, Inc.	Wayfair

Account Name(s)	
ISABEL MONCAYO;	
;	

Current Creditor/Assignee	Previous Creditor/Assignor	
Katapult Group LLC	Not Applicable	

Open Date	Last Payment Date	Charge Off Date
03/01/2023	03/17/2023	06/23/2023

Last Transaction Date	Name of Entity to Whom Debt was Owed at Last Transaction
06/23/2023	Katapult Group, Inc.

Bankruptcy Rule 3001(c)(2) Balance Itemization

Total Claim Amount	Principal	Interest	Fee	Cost
$1,985.00	$1,985.00	$0.00	$0.00	$0.00

Please send all notices and inquiries for additional account information/media to claims department:

Quantum3 Group LLC as agent for	Phone	Uniform Claim Identifier
Katapult Group LLC	(425) 242-7100	Q2063095660
PO Box 788	Email	
Kirkland, WA 98083-0788	claims@quantum3group.com	

Bankruptcy Rule 3001(c)(3)(A) Explanation of Terms

Current Creditor/Assignee - If the Current Creditor is the same as the Original Creditor Name, then Name of Assignor is not applicable because no assignment occurred. Otherwise, Current Creditor purchased the account from Assignor prior to the filing of the claim.
Last Payment Date - The last payment date may not be available or applicable because no payment was made on the account.
Charge Off Date – The charge off date is an accounting term, in which the account is reported as a loss due to nonpayment of a debt. This accounting event may occur before or after a bankruptcy filing.
Date of Last Transaction -The last transaction date is the date of the last activity on the account up until the account charged off by the original issuer or original creditor.
Name of Entity to Whom Debt was Owed at the Time of Last Transaction - The original issuer or original creditor is the entity whom the debt was owed at the time of the last transaction, as the original issuer or original creditor is the entity that recorded the transactions up until the account closed and charged off.

Supplemental Information Regarding Medical Accounts

Due to federal and state medical privacy laws, documentation regarding the services underlying the medical account will not be attached. Please send all inquiries for additional account information or media to the claims department, as provided above. Protected health information will only be disclosed, either directly to the patient/debtor or to a third party upon receipt of written authorization from the patient/debtor, pursuant to the Health Insurance Portability and Accountability Act. For medical accounts, no interest is assessed.

Katapult

KATAPULT CONSUMER LEASE PURCHASE AGREEMENT

Agreement Number: 8541	**Date: March 2, 2023**
Lessor: **Katapult Group, Inc.** **5204 Tennyson Pkwy, #500** **Plano TX 75024** **Phone Number: 833-Katapult (833-528-2785)** **Email: help@katapult.com**	**Lessee:** **Isabel Moncayo** **1238 South 1410 East, #8** **Provo, UT 84606** **Mobile Number: 3857220690** **Email: isabelmoncayo@yahoo.com**

In this Agreement, "we," "us" and "our" mean Katapult Group, Inc. ("Katapult") and any of their agents, successors and assignees, as Lessor. "You" and "your" mean the person(s) signing this Agreement as the Lessee/Rental Customer. "Agreement" means this Lease-Purchase Agreement. "Property" means the rental property described below.

1. Description of Property:

Cash Price	Description	Quantity	Condition	Damages To Property
$204.99	Andover Mills Hansley Upholstered Barrel Chair	1	New	None
$779.99	Steelside Medora 83" Vegan Leather Sofa	1	New	None

Discounts applied to the Total Cash Price:	**$-22.56**

2. Initial Payment: Due when you sign this Agreement.

Lease Cost Reduction Payment	Initial Lease Payment	Extended Service	Processing Fee	Delivery & Handling Fee	Tax	Total
$0	$0	$0	$45.00	$0.00	$0.00	$45.00

Your minimum initial term under this Agreement is 7 days. After that, you have three (3) options:

A. You can continue using the Property by making a lease renewal payment in advance;

B. You can buy the Property (see Item 6 below); or

C. You can return the Property to us with no further obligation, except for any past due balances and any restocking fees that may apply.

3. Lease Term and Payment Schedule: This Agreement is for 7 days. It begins on 03/10/2023 and expires on 03/17/2023. You can renew the Agreement for additional terms of your choosing at your option by making an appropriate lease renewal payment on or before the expiration date.

4. Lease Payment: Your next lease payment is due in advance for every period that you choose to renew this Agreement, up to a total of 52 weekly payments.

Regular periodic lease rate $37.01 plus tax. Taxes due under this Agreement are subject to changes required by the applicable state's tax rate. These rates include Extended Service if you have chosen that option.

5. Lease Cost Reduction Payment: If you elected to make a "Lease Cost Reduction Payment" (subject to certain conditions; see Item 11 below) of $0 . A Lease Cost Reduction Payment is an upfront, non-refundable payment you voluntarily agree to make at the time you sign the Agreement. If you exercise your Early Purchase Option (EPO) as explained in Item 6 below, any Lease Cost Reduction Payment is fully applied in determining the purchase price of the Property.

6. Lease-Purchase Ownership: You do not own the property. You are not obligated to renew this Agreement beyond the initial term. If you choose, you can buy the property at any time. If you are current, you may select your Early Purchase Option (EPO). During the first 90 days, your EPO price will be the Cash Price listed above, less your voluntary Lease Cost Reduction Payment, plus 5% of Cash Price, and less all lease payments made, (excluding any tax or fees paid), plus sales tax

After that, your EPO price is 65.00% of your total remaining lease payments (not including fees). The EPO price does not include other charges, which are explained below. The attached Chart shows the amount required to exercise your EPO after each renewal payment, assuming you make each rental payment on time. **You do not obtain any ownership rights until you have paid for the Property in full. If you make 52 weekly payments of $37.01 plus tax, you will have paid a total of $1924.52 plus tax ("Total Cost") which includes your lease payments totaling $1924.52, any Lease Cost Reduction Payment, and the initial payment and you will own the Property. These totals include Extended Service or Delivery & Handling if you have chosen that option.**

These totals also include an applied total Cash Price discount of $-22.56.

7. Loss of or Damage to the Property: You are responsible for protecting the Property from theft, loss, destruction, or damage, excluding normal wear and tear. If the Property is stolen, lost, destroyed, or damaged (except for normal wear and tear) you must pay for all repairs or pay us the Early Purchase Option price calculated as of the date of the loss (not to exceed fair market value). We do not carry insurance on the Property. You agree to quit using the Property if it becomes unsafe or in a state of disrepair. You agree to take all steps necessary to prevent injuries to any person or property that might be caused by the Property. UNLESS PROHIBITED BY APPLICABLE LAW, YOU UNDERSTAND THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE TO ANY PROPERTY OR PERSON ARISING OUT OF THE USE OF THE PROPERTY. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE TO YOU IN CONNECTION WITH THIS LEASE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS LEASE OR THE USE OF THE PROPERTY, EXCEED THE LEASE PAYMENTS MADE BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

8. Other Charges: These fees are all reasonably related to the services performed.

A. Processing Fee: This is a one-time, non-refundable fee for opening your Lease file and account with us;

B. Delivery and Handling Fee: This is the fee for packaging and delivering the Property to you. Your periodic payment may include amounts for the Delivery & Handling. Delivery & Handling payments are $0.00 weekly. The total amount you will pay for Delivery & Handling if you obtain ownership of the Property is $0.00.

C. Late Fees: We do not charge late fees.

D. Restocking Fee and Return Shipping: If you return the Property during the Wayfair refund return period, we will refund any payments made, in full, less any non-refundable fees, listed above, restocking and/or return shipping fees that the retailer charges us. Those fees will never exceed the renewal payments you have made.

E. Optional Extended Service: You may choose to add Extended Service to the Property. If so, your periodic payments will include amounts for the Extended Service. The start date and coverages for the Extended Service are explained in the Extended Service documents which we will give you. If you return the Property before you obtain ownership, we will refund all money you have paid for Extended Service within 30 days after your return of the Property. Extended Service payments are $0.00 weekly. The total amount you will pay for Extended Service if you obtain ownership of the Property is $0.00.

9. Reinstatement: If you fail to make a timely renewal payment, this Agreement expires and we may repossess the Property (See Item 14 - "**Location of Property and Inspection; Right of Repossession**"). You can reinstate it without losing any rights previously acquired by making all payments due or returning the Property within 5 days after the renewal date. If you return the Property during this time, you will have 45 days from the date of return to reinstate by making all payments due. If you have paid 2/3 or more of the Total Cost, above, you will have 90 days from the date of return to reinstate. If you reinstate, we will furnish you with the same Property or property of comparable quality and condition.

10. Maintenance, Repairs and Warranty: We are responsible for maintaining the Property in good working condition while it is being rented. We will repair the Property within 5 business days after you notify us of a problem. If we cannot repair the Property within this time, we will provide you with loaner Property. If we cannot repair the Property within 30 days after that, or a longer time that you agree to, we will replace the Property with substitute Property that is satisfactory to you. This provision and our maintenance obligations do not apply in the event of improper use of the Property by you. If any part of a manufacturer's, distributor's, or seller's warranty covers the Property at the time you acquire ownership, the warranty will be transferred to you, if allowed by the terms of the warranty.

11. Termination and Default:

A.You may terminate this Agreement at any time without penalty by returning the Property to us (or to Wayfair if within Wayfair's return period) in good condition, fair wear and tear excepted, or by making arrangements with us for its return and paying any past due amounts you owe. We may terminate this Agreement if you fail to keep any of the obligations in this Agreement. We may notify you of termination in writing, or by e-mail, or by telling you. You agree to pay us the fair market value of the Property if you fail to return it to us when this Agreement terminates or make prompt arrangement with us for its return. You remain liable for lease payments until the Property is returned to us.

B. Return of Property upon Termination. If this Agreement is terminated for any reason, you agree to provide for the immediate return of this Property to us (or to Wayfair if within Wayfair's return period per 11C below) in good condition, fair wear and tear excepted. You may email returns@katapult.com or call 833-Katapult (833-528-2785) and we will instruct you on how to return the Property back to us or we will come pick it up at your location. We may refund some or all of your Lease Cost Reduction Payment, in our sole and absolute discretion, depending on the timing of the return and in accordance with our policies and procedures.

C. If you terminate this Agreement within Wayfair's return period, you may return the Property directly to Wayfair in good condition, fair wear and tear excepted. If Wayfair accepts the return, we will refund you all monies paid for the returned Property, including your Lease Cost Reduction Payment less the Initial Processing Fee and any Restocking Fee and Return Shipping charge.

D. Any additional payments made directly to Wayfair, including down payments, may not be refundable upon cancellation or termination of this Agreement. Additional payments made directly to Wayfair are subject to Wayfair's refund policy. Consult Wayfair for more details and retain copies of all receipts for all payments made.

12. Reimbursement Costs: If you do not keep this Agreement, in addition to other charges you may owe us, you will have to pay us for all reasonable costs we incur in getting our Property back. These costs may include attorney's fees and court costs if they are incurred and permitted by state law.

13. Equity: You understand that we own the Property until you buy it or obtain ownership as stated in this Agreement. During the lease term, you do not have any ownership interest in this Property at all until you make all payments necessary for ownership or exercise your EPO, and you do not have the right to a refund of any lease payments when this Agreement is terminated.

14. Location of Property and Inspection; Right of Repossession: You agree to keep the Property on your person or at the address shown above. If you remove the Property without our written consent, we have the right to terminate this Agreement immediately. You agree that we have the right to inspect the Property at all reasonable times. You further agree that upon failure to make required payments that we have the right to repossess the Property at the address shown above at any reasonable time. You agree to permit access to your premises for the purpose of effecting a repossession. All repossessions will be done in accordance with our policies and procedures.

15. Assignment: You have no right to sell, transfer, assign, pawn, pledge, sub-lease or encumber the Property or this Agreement in any way. We may sell, transfer, or assign our rights in this Agreement.

16. Copy of this Agreement Has Been Provided for Your Review: You acknowledge that we have given you a completed pre-execution version of this Agreement with prices and payment amounts included prior to your execution. You acknowledge that by law you may take up to 48 hours to review the Agreement prior to signing it. In addition, we will provide you with a fully executed copy of this Agreement promptly following signing.

17. E-Sign: This Agreement in its original format is an electronic document fully compliant with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and other applicable laws and regulations, and is the one, true original Agreement retained electronically by Holder on behalf of Holder. All other versions hereof, whether electronic or in tangible format, constitute facsimiles or reproductions only.

18. ACH Payments: To the extent you elected to make payments via a bank debit card or another Automated Clearing House ("ACH") method pursuant to the Automatic Payment Plan ("APP"), as opposed to a credit card, you have agreed to make payments by electronic fund transfer ("EFT") (see "Authorization Agreement for Automatic Payments" below) Automatic Payment Plan services are provided to you at no extra charge. If we are unable to process a payment under your APP or if you want to make additional payments on your Account, you may mail or deliver a check, money order or other payment to **Katapult Group Inc, Dept Ch 10953, Palatine, IL 60055-0953** ("Payment Address") or, if offered, take advantage of any pay-by-phone or on-line service that we may have. If you elect to send payments on your Account by mail or other physical delivery method, you must send such payments to the Payment Address listed above, along with the return portion of the statement, or as otherwise instructed. If you make an additional payment on your Account by mail or by any pay-by-phone or on-line service that we make available while you are enrolled in the Automatic Payment Plan, we will still continue to process your scheduled APP payment.

Authorization Agreement for Automatic Payments. As an enrollee in the APP, you agree that:

A. We can initiate electronic funds transfers (EFTs) by debit entries drawn on your checking account in the amount you initially specify. {You may specify either (i) the Minimum Payment due or (ii) your New Balance, as shown on your weekly statement.} You have the right to notice of all EFT's from your checking account that vary in amount. Your statement will be your notice of the amount of your regular payment. You may change the amount to be deducted or withdrawn at any time. Your new payment will be effective within 3 business days of our receipt of your instruction.

B. We will initiate authorized EFTs on the Payment Due Date shown on your weekly statement.

C. You have provided us with all necessary information for the checking account that you wish us to

debit. You must notify us promptly if this information changes.
D. The origination of Automated Clearing House (ACH) transactions must comply with the provisions of U.S. law.
E. Once enrolled, automatic payments will continue until you notify us that you wish to stop them, by contacting the number on your weekly statement. You must give any notice of termination in such a manner and sufficiently in advance to allow us and your bank a reasonable time to act. We may end your enrollment If you fail to keep your checking account in good standing. Delinquency or closure of either account, for any reason, may result in immediate termination of your enrollment in the APP. Also, if there are insufficient funds in your checking account to process any payment, we can terminate your APP immediately.
F. We are not responsible for any fees that may be charged by your bank because of your APP.
G. You have the right to review your accounts and to withdraw any privileges previously granted.
H. We may re-attempt failed or missed payments on or around a subsequent scheduled payment date.

Right to Stop Payment and Procedure for Doing So: If you have scheduled payments through EFTs, you can stop any of these payments by calling Customer Service at our telephone number, above, or by writing to us at our Payment Address listed above. If you write us we must receive your request 3 business days or more before the payment is to be made. If you call, we may also require you to put your request in writing and require that such writing be received by us within 14 days after you call. You may be charged a fee for each stop payment order that you give. If you order us to stop a payment 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. Providing us with new or alternative bank account information or debit card information does not constitute a request to stop payment from any previously provided bank account or debit card number. You must either call Customer Service at our telephone number above or write to us at our Payment Address listed above and expressly state that you wish to terminate the use of a previously provided account to make ACH payments from that account. Subject to applicable law, if your payment is denied for any reason and/or you do not make a lease payment within 7 days of the expiration date, we may attempt to effectuate payment from any previously provided bank account or payment method, including, but not limited to credit and/or debit cards, other than those accounts or methods for which you have expressly terminated in accordance with this Section 18.

19.Telephonic Communications: You agree that telephone calls to and from us may be monitored and recorded. By providing your telephone number(s) to us, you expressly agree to be contacted at the number(s) provided. You also agree that we may contact you at phone numbers obtained through other lawful means, such as skip tracing. You consent to receive prerecorded messages and/or autodialed calls (including text messages) from us related to your account, a transaction, and/or our relationship, even after it terminates, as well as promotional offers from us or our advertising partners. For a list of our advertising partners, please visit www.katapult.com. Consent is not a condition of leasing or purchasing. For instructions on how to opt out, please see our Terms of Use available at www.katapult.com/terms-of-use You verify that the phone numbers you provide are accurate and agree to indemnify us from any claims that arise out of your provision of a phone number that is false or misleading.

20. Governing Law: This Agreement is governed by the law of the State where you live.

21. ARBITRATION AND WAIVER OF JURY TRIAL: PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF THE ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State where you live without applying its choice-of-law rules. Nothing in this arbitration agreement is intended to prevent either of us from filing a lawsuit in an appropriate small claims court for an amount that does not exceed the court's jurisdictional limits. If counterclaims or other mentions would cause the lawsuit to be removed from small claims court to another court, the dispute must be resolved by arbitration.

What Arbitration is: "Arbitration" is a means of having an independent third party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present, or future, including events that occurred prior to origination of your Agreement and whether or not an Agreement is provided to you, based on any legal or equitable theory (contract, tort, or otherwise) and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes, by way of example and without limitation, any claim based upon a federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability, or scope of this arbitration agreement.

For purposes of this arbitration agreement, the terms "you" and "your" include any co-signer, co-obligor, or guarantor and also your heirs, guardian, personal representative, or trustee in bankruptcy. The terms "we," "our," and "us" mean Lessor and include Lessor's employees, officers, directors, members, managers, attorneys, affiliated companies, predecessors, and assigns, as well as Lessor's marketing, servicing, and collection representatives and agents.

How Arbitration Works: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing an arbitration must choose either of the following arbitration firms for initiating and pursuing an arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If the parties mutually agree, a private party, such as a retired judge, may serve as the arbitrator. If you claim you have a Dispute with us, but do not initiate an arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association **335 Madison Avenue, Floor 10** **New York, NY 10017-4605** **Website: www.adr.org** **Phone: (800)788-7879**	**JAMS, The Resolution Experts** **1920 Main Street, Suite 300** **Irvine, CA 92614** **Website: www.jamsadr.com** **Phone: (949) 244-1810 or (800) 352-5267**

The policies and procedures of the selected arbitration firm will apply provided such policies and procedures are consistent with this arbitration agreement. To the extent the arbitration firm's rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement will apply.

What Arbitration Costs: No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Location of Arbitration: Unless you and we agree to a different location, the arbitration will be conducted within 30 miles of your then current mailing address.

Waiver of Rights: You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

Survival: This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out: If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at the following address by either hand delivery or a letter postmarked no later than thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or status as a lessee at our address above.

22. Miscellaneous Provisions: You understand that time is of the essence in this Agreement. You understand that no changes may be made to this Agreement except by us in writing. You understand that the Property may be new, refurbished, or previously rented. You agree that we have not made any promises or representations about this Agreement or the Property other than those contained in this Agreement. You agree that you have received the Property in satisfactory condition.

23. Obligations: All obligations under this Agreement are "registered obligations" and this Agreement shall be at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code of 1986, as amended, and any related United States Treasury regulations promulgated thereunder. Ownership of this Agreement (and rights hereunder, including with respect to rental payments and buyout payments) shall be registered in a record of ownership maintained by Katapult Group, Inc. ("Katapult"). Any assignment or transfer of, or participation in, this Agreement (or rights hereunder) will be valid only if and when it is registered in such record of ownership. You shall treat each person whose name is registered in the record of ownership as the owner, assignee or participant, as applicable, for all purpose of this Agreement, including, but not limited to, the rights to payments of rental payments, buyout payments, and payments.

24. Agreement to Terms of Use and Privacy Policy: You acknowledge that you have read and agree to the Terms of Use and Privacy Policy (available at www.katapult.com/legal or in printed form upon request), which are incorporated by reference into this Agreement and made a part hereof. We may modify the Terms of Use and Privacy Policy from time to time and notify you of such modifications. Should you not agree to any modifications, you will have the opportunity to "opt out" of the new changes. Opting out may allow us to terminate this Agreement.

Total of Payments: **$1924.52 plus tax*.** **You must pay this amount to own the property if you make all the regular payments.** **You can buy the property for less under the early purchase option.** ***Any Lease Cost Reduction Payment you make is included in the Total Payments amount above.**	**Amount of Each Payment:** **$37.01 weekly plus tax.** **Number of Payments:** **52** **Lease Period: 03/10/2023 to 03/17/2023**
Cost of Rental: **$962.10 plus tax.** **Amount over the Cash Price you will pay if you make all regular weekly payments.** **Cash Price:** **$984.98 plus tax.** **Merchandise available at this price for cash from retailers in this area.**	**Discounts Applied to the Total Cash Price:** **$-22.56** **Lease Cost Reduction Applied to the Total Cash Price: $0**
Net Cash Price: $962.42 plus tax. **This is the value of your merchandise, net of discounts, promos, and Lease Cost Reduction.**	

Early Purchase Option: Amount following each Lease Payment. The following chart shows your Early Purchase Option ("EPO") price after each weekly lease payment, assuming you make each payment on time. Please note that any amounts that are past due must be paid before you may exercise your EPO.

After weekly Rental Payment Number. The EPO Price is:

1. $973.53 plus tax
2. $936.52 plus tax
3. $899.51 plus tax
4. $862.50 plus tax
5. $825.49 plus tax
6. $788.48 plus tax
7. $751.47 plus tax
8. $714.46 plus tax
9. $677.45 plus tax
10. $640.44 plus tax
11. $603.43 plus tax
12. $566.42 plus tax
13. $529.41 plus tax
14. $914.15 plus tax
15. $890.09 plus tax
16. $866.03 plus tax
17. $841.98 plus tax
18. $817.92 plus tax
19. $793.86 plus tax
20. $769.81 plus tax
21. $745.75 plus tax
22. $721.70 plus tax
23. $697.64 plus tax
24. $673.58 plus tax
25. $649.53 plus tax
26. $625.47 plus tax
27. $601.41 plus tax
28. $577.36 plus tax
29. $553.30 plus tax
30. $529.24 plus tax
31. $505.19 plus tax
32. $481.13 plus tax
33. $457.07 plus tax
34. $433.02 plus tax
35. $408.96 plus tax
36. $384.90 plus tax

37. $360.85 plus tax
38. $336.79 plus tax
39. $312.73 plus tax
40. $288.68 plus tax
41. $264.62 plus tax
42. $240.56 plus tax
43. $216.51 plus tax
44. $192.45 plus tax
45. $168.40 plus tax
46. $144.34 plus tax
47. $120.28 plus tax
48. $96.23 plus tax
49. $72.17 plus tax
50. $48.11 plus tax
51. $24.06 plus tax

Electronically Signed: Isabel Moncayo
Date: 2023-03-02 03:22:54 AM UTC
IP address: 174.204.10.116