

AMENDMENT #7 TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT #7 TO LOAN AND SECURITY AGREEMENT (as amended, modified or restated from time to time, this "Amendment") dated as of November 14, 2022, is entered into by and among: (a) **BASTION CONSUMER FUNDING II LLC**, a Delaware limited liability company (in its capacity as agent for itself and the other Lenders, together with its successors and assigns, "Agent"); (b) the lenders who are party hereto (and together with their respective successors and assigns, individually, a "Lender" and collectively, "Lenders"); (c) **OPUS TRUST I**, a Delaware statutory trust ("Opus I"), (d) **OPUS TRUST II**, a Delaware statutory trust ("Opus II"); each of Opus I and Opus II, a "Debtor" and, collectively, the "Debtors"; (e) **CREDIT FRESH HOLDINGS, INC.**, a Delaware corporation, ("Beneficial Interest Holder") and (f) Propel Holdings Inc.

WHEREAS, the parties hereto entered into that certain **LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, the "Agreement") dated as of **March 24, 2021**, relating to the terms of the Credit Facility;

AND WHEREAS the parties wish to amend the Agreement as set out herein.

AND WHEREAS the parties have all received the required internal consents and approvals to make such amendments to the Agreement;

AND WHEREAS all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Amendment to Section 1 "Definitions"**. The existing definition of "Advance Rate – Tranche B" is hereby deleted in its entirety and replaced with the following:

"Advance Rate – Tranche B" means *** minus the quotient of (i) the outstanding balance of the Tranche A Loans; and (ii) the Outstanding Principal Balance of the Eligible Bank Program Receivables, at the time of determination.

[Redacted
Competitively
Sensitive and
Prejudicial
Information]

2. **Amendment and Modifications**. The Agreement and the Loan Documents, as amended by this Amendment, are hereby ratified and confirmed and remain in full force and effect, unmodified, except in accordance with this Amendment. This Amendment supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.
3. **Effectiveness; Conditions Precedent**. This Amendment will become effective on the date set out above, subject to the condition precedent that this Amendment has been signed by Lender and the other parties hereto.
4. **Representations; No Events of Default**. In order to induce Lenders to execute this Amendment, each Obligor, as of the date of this Amendment, hereby certifies that (i) the representations and warranties of the Obligors contained in Section 6 of the Agreement are true and correct as of the date hereof (unless such representation or warranty is specific to another date, in which case it is true and correct as of such other date) and (ii) there are no existing Events of Default.
5. **General**. On and after the effectiveness of this Amendment, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Agreement, and each reference in the Loan Documents to the Agreement, shall mean the Agreement, as amended by this Amendment. The Agreement shall continue to be in full force and effect and is hereby ratified and confirmed in all respects.
6. **Expenses**. Obligors shall pay or reimburse Lenders for attorneys' fees and costs of Lenders' legal counsel in connection with the preparation, execution, delivery and consummation of this Amendment.

7. **Limitation of Liability.** The parties hereto are put on notice and hereby acknowledge and agree that (i) this Amendment is executed or entered into by or on behalf of Wilmington Savings Fund Society, FSB, not individually or personally but solely as trustee of the Debtors (the “Trustee”), in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreements, subject to the protections, indemnities and limitations from liability afforded to the Trustee thereunder, (ii) each of the representations, covenants, undertakings and agreements herein made on the part of the Trustee or the Debtors is made and intended not as personal representations, covenants, undertakings and agreements by the Trustee but is made and intended for the purpose of binding only the Debtors and its assets, (iii) nothing herein contained shall be construed as creating any liability on the Trustee, individually or personally, to perform any agreement, undertaking or covenant, either expressed or implied, contained herein of the Trustee or of the Debtors, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (iv) the Trustee has not verified or made any investigation as to the accuracy or completeness of any representations and warranties, if any, made by the Trustee or the Debtors and (v) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trustee or the Debtors under this Amendment or be liable for the breach or failure of any obligation, representation, undertaking, warranty or covenant made or undertaken by Trustee or the Debtors under this Agreement or any other related documents. All recourse against the Trustee shall be limited to the assets of the Debtors.
8. **Electronic Signatures; Counterparts.** This Amendment may be in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by a party by electronic transmission of the party’s signature, and said electronic transmission copy shall have the same force and effect as any originally-signed document delivered in person.
9. **Miscellaneous.** This Amendment shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. To the extent any provision of this Amendment is prohibited by or invalid under the applicable law of any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity and only in any such jurisdiction, without prohibiting or invalidating such provision in any other jurisdiction or the remaining provisions of this Amendment in any jurisdiction. For the avoidance of doubt, this Amendment shall be deemed a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

AGENT:

BASTION CONSUMER FUNDING II LLC

By: John Braden (Sgd)

Name: John Joseph Braden

Title: Manager

ADDRESS:

281 Tresser Boulevard, 5th Floor
Stamford, CT 06901

Attention: John Joseph Braden

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

LENDERS:

BASTION CONSUMER FUNDING II LLC

By John Braden (Sgd)
Name: John Joseph Braden
Title: Manager

ADDRESS:

281 Tresser Boulevard, 5th Floor
Stanford, CT 06901
Attention: John Joseph Braden

REVERE CREDIT OPPORTUNITIES FUND III LP

By: REVERE FUND III GP, LP, its General Partner

By: REVERE CAPITAL CORP., its General Partner

By Clark Briner (Sgd)
Name: Clark Briner
Title: Authorized Person

2301 Cedar Springs Road, Suite 200
Dallas, TX 75201

VERITEX BANK

By Lisa Armstrong (Sgd)
Name: Lisa Armstrong
Title: EVP

8214 Westchester, Suite 600
Dallas TX, 75225

OAKWOOD BANK, a Texas state-chartered banking
association

By Ray Kembel (Sgd)
Name: Ray Kembel
Title: EVP

17808 Dallas Parkway
Dallas, TX 75287

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

DEBTORS:

OPUS TRUST I

By: Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee

By: Anthony Jeffery (Sgd)
Name: Anthony Jeffery
Title: Trust Officer

OPUS TRUST II

By: Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee

By: Anthony Jeffery (Sgd)
Name: Anthony Jeffery
Title: Trust Officer

ADDRESS:

200 Continental Drive, Suite 401,
Newark, DE 19713

200 Continental Drive, Suite 401,
Newark, DE 19713

PARENT:

PROPEL HOLDINGS INC.

By: Clive Kinross (Sgd)
Name: Clive Kinross
Title: CEO

69 Yonge St., Suite 600
Toronto, Ontario, Canada M5E 1K3

With copies of notices to:

DINSMORE & SHOHL LLP
10 Courthouse Plaza, SW, Suite 1100
Dayton OH 45402
Attention: Lisa S. Pierce

BENEFICIAL INTEREST HOLDER:

CREDIT FRESH HOLDINGS, INC.

By: Clive Kinross (Sgd)
Name: Clive Kinross
Title: President and CEO

69 Yonge St., Suite 600
Toronto, Ontario, Canada M5E 1K3