

AMENDMENT #4 TO LOAN AND SECURITY AGREEMENT

THIS AMENDMENT #4 TO LOAN AND SECURITY AGREEMENT (as amended, modified or restated from time to time, this “*Amendment*”) dated as of **April 25, 2025** is entered into by and among: (a) **OPUS LSA AGENT, LLC**, a Delaware limited liability company (in its capacity as agent for the Lenders, together with its successors and assigns, “*Agent*”); (b) the Lenders party hereto; (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) Beneficial Interest Holder; and (f) Propel Holdings Inc. (solely with respect to those provisions applicable to it);

WHEREAS, the parties hereto entered into that certain **LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, the “*Loan Agreement*”) dated as of February 23, 2023, relating to the terms of the Credit Facility;

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

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

AND WHEREAS all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Loan 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.** Upon satisfaction of the conditions set forth in Section 4 hereof the parties hereto agree that the Loan Agreement is hereby amended by incorporating the changes shown on the marked copy of the Loan Agreement attached hereto as Exhibit A (it being understood that language which appears “~~struck out~~” or “~~struck out~~”, as applicable, has been deleted and language which appears as “double-underlined” or “double-underlined”, as applicable, has been added).
2. **Amendment and Modifications.** The Loan 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 first set out above, subject to the condition precedent that this Amendment has been signed by the parties hereto and that the Agent shall have received all of the following, each in form and substance satisfactory to Agent:
 - (i) a Certificate of the Direction Advisor, which certifies: (1) the attached certificates of the appropriate government officials of the state or

jurisdiction of formation of Debtors, and any state any Debtor is currently doing business as to the existence, qualification and good standing of such Debtor, dated no more than **THIRTY (30)** days prior to the date hereof; (3) the true and correct Organizational Documents of each Debtor and any governing body of each Debtor; (4) the names of the individuals or other Persons authorized to sign the Loan Documents to be signed on the date first set out above that any Debtor is a party to, together with specimen signatures of such Persons; and (5) that each Debtor shall be Solvent;

- (ii) a closing certificate of an officer of each of Parent and Beneficial Interest Holder, or an officer of the governing body of each of Parent and Beneficial Interest Holder, which certifies: (1) the resolutions of Parent and Beneficial Interest Holder authorizing the execution, delivery, and performance of the Loan Documents to be signed on the date first set out above that Parent and Beneficial Interest Holder is a party to; (2) the attached certificates of the appropriate government officials of the state or jurisdiction of formation of Parent and Beneficial Interest Holder and any governing body of Parent and Beneficial Interest Holder, and any state Parent or Beneficial Interest Holder is currently doing business as to the existence, qualification and good standing of Parent and Beneficial Interest Holder, dated no more than **THIRTY (30)** days prior to the date hereof; (3) the true and correct Organizational Documents of Parent and Beneficial Interest Holder and any governing body of Parent and Beneficial Interest Holder; (4) the names of the individuals or other Persons authorized to sign the Loan Documents to be signed on the date first set out above that Parent and Beneficial Interest Holder is a party to, together with specimen signatures of such Persons; and (5) that Parent and Beneficial Interest Holder shall be Solvent;
- (iii) The results of a Code search showing all financing statements and other documents or instruments on file against Debtors and Beneficial Interest Holder in such locations as Agent may reasonably request, such search to be as of a date no more than **THIRTY (30)** days prior the date first set out above;
- (iv) the opinion of counsel on behalf of Debtors as to: (1) the existence and due organization of Debtors; (2) the due authorization and execution of the Loan Documents to be signed on the date first set out above; (3) the enforceability of the Loan Documents to be signed on the date first set out above; (4) the perfection of Agent's security interest in the Collateral and Beneficial Interest Holder Collateral; (5) regulatory matters relating to the compliance by Debtors and the Bank Program Consumer Contracts with Consumer Financial Services Laws as may be required by Agent (which opinion as to regulatory matters may be in the form of a legal memorandum); (5) a true sale and non-consolidation opinion, and (6) such other matters as may be reasonably requested by Agent and its counsel; and

- (v) the Agent shall have received an aggregate origination fee equal to (Redacted Competitively Sensitive and Prejudicial Information), which origination fee shall be paid by Agent as follows:

Bank of California	(Redacted Competitively Sensitive and Prejudicial Information)
Opus Lender SPV, LLC	(Redacted Competitively Sensitive and Prejudicial Information)
Veritex	(Redacted Competitively Sensitive and Prejudicial Information)
b1 Bank	(Redacted Competitively Sensitive and Prejudicial Information)
First Bank & Trust	(Redacted Competitively Sensitive and Prejudicial Information)
ABC Bank	(Redacted Competitively Sensitive and Prejudicial Information)
Bastion	(Redacted Competitively Sensitive and Prejudicial Information)
Hudson Cove	(Redacted Competitively Sensitive and Prejudicial Information)
Pathlight	(Redacted Competitively Sensitive and Prejudicial Information)

4. **Representations; No Events of Default.** In order to induce Lenders to execute this Amendment, each Debtor and the Beneficial Interest Holder, as of the date of this Amendment, hereby certifies that (i) the representations and warranties of the Debtors and Beneficial Interest Holders contained in Section 6 and 7 of the Loan 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 Event of Default.
5. **General.** On and after the effectiveness of this Amendment, each reference in the Loan Agreement to “this Loan Agreement,” “hereunder,” “hereof” or words of like import referring to the Loan Agreement, and each reference in the Loan Documents to the Loan Agreement, shall mean the Loan Agreement, as amended by this Amendment. The Loan Agreement shall continue to be in full force and effect and is hereby ratified and confirmed in all respects.
6. **Expenses.** Debtors 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 Loan 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 executed in one or more counterparts, each of which shall be deemed an 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 LEFT INTENTIONALLY BLANK

LENDER:

OPUS LENDER SPV, LLC

ADDRESS:

281 Tresser Boulevard
Stamford, CT 069801

By Tim Reimink (Sgd.)
Name: Time Reimink
Title: Senior Managing Director

LENDER:

AMERICAN BANK OF COMMERCE

ADDRESS:

3721 50th Street
Lubbock, TX 79413

By *Randy Kitten (Sgd.)*

Name: Randy Kitten

Title: EVP

LENDER:

FIRST BANK & TRUST

By Mike Turnwall (Sgd.)

Name: Mike Turnwall

Title: Officer

ADDRESS:

520 6th Street
P.O. Box 5057
Brookings, SD 57006

LENDER:

b1 Bank, a Louisiana Banking Corporation, as
successor to Oakwood Bank,
a Texas state-chartered banking association

ADDRESS:

8411 Preston Road
Suite 600 LB5
Dallas, TX 75225

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

LENDER:

VERITEX COMMUNITY BANK

By Laura Kelly (Sgd.)

Name: Laura Kelly

Title: Vice President

ADDRESS:

12750 Merit Drive
Suite 1300
Dallas, TX 75251

LENDER:

PATHLIGHT CAPITAL FUND II LP

By: Pathlight Partners II GP, LLC
Its: General Partner

ADDRESS:

c/o Pathlight Capital
100 Federal St., Floor 20
Boston, MA 02110

By Christopher Arnold (Sgd.)
Name: Christopher Arnold
Title: Managing Director

LENDER:

PATHLIGHT CAPITAL FUND III LP

By: Pathlight Partners III GP LLC
Its: General Partner

ADDRESS:

c/o Pathlight Capital
100 Federal St., Floor 20
Boston, MA 02110

By Christopher Arnold (Sgd.)
Name: Christopher Arnold
Title: Managing Director

LENDER:

PATHLIGHT CAPITAL EVERGREEN FUND
LP

ADDRESS:

c/o Pathlight Capital
100 Federal St., Floor 20
Boston, MA 02110

By: Pathlight Partners Evergreen GP LLC
Its: General Partner

By Christopher Arnold (Sgd.)
Name: Christopher Arnold
Title: Managing Director

AGENT:

OPUS LSA AGENT, LLC

By Tim Reimink (Sgd.)
Name: Time Reimink
Title: Senior Managing Director

ADDRESS:

281 Tresser Boulevard
Stamford, CT 069801

JOINT LEAD ARRANGER:

VERITEX COMMUNITY BANK

By Laura Kelly (Sgd.)

Name: Laura Kelly

Title: Vice President

ADDRESS:

12750 Merit Drive
Suite 1300
Dallas, TX 75251

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: Assistant Vice President

ADDRESS:

200 Continental Drive, Suite 401,
Newark, DE 19713

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: Assistant Vice President

ADDRESS:

200 Continental Drive, Suite 401
Newark, DE 19713

PARENT:

**(solely with respect to those provisions
applicable to it)**

PROPEL HOLDINGS INC.

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

ADDRESS:

69 Yonge St., Suite 1500
Toronto, Ontario, Canada M5E 1K3

With copies of notices to:

BENEFICIAL INTEREST HOLDER:

CREDIT FRESH HOLDINGS, INC.

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

ADDRESS:

69 Yonge St., Suite 1500
Toronto, Ontario, Canada M5E 1K3

EXHIBIT A

(Redacted Competitively Sensitive and Prejudicial Information)