

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (as amended, modified or restated from time to time, this “Agreement”) dated as of April 22, 2025 (“Effective Date”), will serve to set forth the terms of the Credit Facility (as defined below) between and among (a) **VERITEX COMMUNITY BANK**, a Texas state chartered bank (in its capacity as agent for the Lenders, together with its successors and assigns, “Agent”); (b) lenders who are party hereto from time to time (and together with their successors and assigns, individually, a “Lender” and collectively, “Lenders”); (c) **MONEYKEY - DE, INC.**, a Delaware corporation (“DE”); (d) **MONEYKEY - ID, INC.**, a Delaware corporation (“ID”); (e) **MONEYKEY - KS, INC.**, a Delaware corporation (“KS”); (f) **MONEYKEY - MS, INC.**, a Delaware corporation (“MS”); (g) **MONEYKEY - MO, INC.**, a Delaware corporation (“MO”); (h) **MONEYKEY - TN, INC.**, a Delaware corporation (“TN”); (i) **MONEYKEY - TX, INC.**, a Delaware corporation (“TX”); (j) **MONEYKEY - UT, INC.**, a Delaware corporation (“UT”); (k) **MONEYKEY - WI, INC.**, a Delaware corporation (“WI”); (l) certain other Subsidiaries of Company who are parties hereto from time to time (each, a “Subsidiary Debtor” and together with DE, ID, KS, MS, MO, TN, TX, UT and WI, jointly and severally, “Debtor”); and (m) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation (“Company”).

RECITALS

WHEREAS, Obligors (as defined below) have: (a) determined that they will benefit specifically and materially from the Credit Facility contemplated by this Agreement; (b) determined that the value of the consideration received and to be received by Obligors is reasonably worth at least as much as the liabilities and obligations of Obligors under the Loan Documents, and such liabilities and obligations may reasonably be expected to benefit Obligors directly or indirectly; and (c) requested and bargained for the structure, terms and obligations set forth in the Loan Documents; and

WHEREAS, Lenders are willing to make the Credit Facility available upon and subject to the provisions, terms and conditions set forth in the Loan Documents;

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. As used in this Agreement, all exhibits, appendices and schedules hereto, and in any other Loan Documents made or delivered pursuant to this Agreement, the following terms will have the meanings given such terms in this Section 1 or in the provisions, sections or recitals herein:

“ACH Account Agreement” has the meaning set forth in the definition of “ACH Reserve Balances”.

“ACH Reserve Balances” means the amount of Debtor’s cash deposited in accounts for the benefit of Debtor’s ACH servicers/providers; provided, that such accounts shall be subject to a Deposit Account Control Agreement in favor of Agent, or such other agreement as is acceptable to Agent in its sole discretion (an “ACH Account Agreement”).

“Act” has the meaning set forth in Section 26.

“Adjusted EBITDA” means, as of any date of determination, with respect to any Person, such Person’s EBITDA plus (i) non-recurring costs (i.e., financing transaction costs); minus or plus (ii) unrealized gains (minus) and losses (plus) relating to changes in foreign exchange rates; plus (iii) provision for loan losses on good standing current principal balances (Stage 1 — Performing); plus (iv) provision for CSO Guarantee Liabilities and Bank Service Program Liabilities.

“Advance” means any advance under the Credit Facility.

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent” has the meaning set forth in the first paragraph of this Agreement.

“Agreement” has the meaning set forth in the first paragraph of this Agreement.

“Allocable Amount” has the meaning set forth in Section 2(b).

“Applicable Bankruptcy Law” has the meaning set forth in Section 10(f)(v).

“Applicable Margin” means (Redacted Competitively Sensitive and Prejudicial Information)

“Assumption Agreement” means an assumption agreement entered into by a Lender as assignor and an Eligible Assignee as assignee, in substantially the form attached hereto as Exhibit A. Each executed Assumption Agreement shall be promptly delivered to Agent and each Debtor by the assigning Lender.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments or interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 30(d).

“Backup Servicer” has the meaning set forth in Section 8(v)(iv).

“Base Rate” means (Redacted Competitively Sensitive and Prejudicial Information).

“Base Rate Applicable Margin” means (Redacted Competitively Sensitive and Prejudicial Information)

“Base Rate Loan” means any Loan while bearing interest at a rate based upon the Base Rate.

“Benchmark” means, initially, the 3-month Term SOFR Reference Rate; provided, that if a Benchmark Transition Event has occurred with respect to the 3-month Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 30(a).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by Agent and Company giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided, that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating

or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Agent and Company giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means, the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided, that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided, that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication or information by the regulatory supervisor for

the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Start Date” means, in the case of Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 30 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 30.

“Borrowing Base” means, as of the date of determination, the sum of:

- (a) the Outstanding Principal Balance of Eligible Consumer Contracts multiplied by (Redacted Competitively Sensitive and Prejudicial Information); plus
- (b) (Redacted Competitively Sensitive and Prejudicial Information) of all third-party ACH Reserve Balances (provided, that such ACH Reserve Balances are subject to a Deposit Account Control Agreement or ACH Account Agreement); plus
- (c) the available balance of the Collection Accounts.

“Borrowing Base Certificate” means a certificate signed by an authorized Person on behalf of Company and setting forth the calculation of the Borrowing Base in compliance with this Agreement, substantially in the form of Exhibit B.

“Business Day” means any day other than a Saturday, Sunday, or any other day on which the Federal Reserve Bank of New York, New York or banks in Dallas, Texas are closed.

“Claims” has the meaning set forth in Section 12.

“Cleared Payments” means payments received in connection with a Consumer Contract owned by Debtor, and which payments are no longer subject to any notice of return by any financial institution (other than a notice of unauthorized transaction, commonly referred to as an R10 pursuant to NACHA guidelines) in the majority of cases all payments typically clear any financial institution and become Cleared Payments within three (3) Business Days of deposit.

“Code” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Texas; provided, that to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different articles or divisions of the Code, the definition of such term contained in Article 9 shall govern; provided, further, that in the event that, by

reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Agent's lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Texas, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"Collateral" means:

(a) all present and future: (i) accounts (including, but not limited to, all payment rights with respect to the Consumer Contracts); (ii) chattel paper (including electronic chattel paper); (iii) contract rights (including, but not limited to all participation rights and interests relating to a Consumer Contract and all rights in any collateral securing a Consumer Contract); (iv) the Consumer Contract Documents; (v) deposit accounts (including each Collateral Deposit Account); (vi) general intangibles; (vii) the consumer loans evidenced by a Consumer Contract, (viii) payment intangibles now or hereafter owned, held, or acquired, including, without limitation, those relating to a Consumer Contract; and (ix) all right title and interest of in and under any agreement relating to or concerning the Consumer Contract Documents, and

(b) all books, records, data, plans, manuals, computer software, computer tapes, computer systems, computer disks, computer programs, source codes and object codes containing any information, pertaining directly or indirectly to the Collateral and all rights to retrieve data and other information pertaining directly or indirectly to the Collateral from third parties.

The term "Collateral," as used herein, shall also include: (a) any other property or assets, real or personal, tangible or intangible, now existing or hereafter acquired, by Debtor; and (b) all SUPPORTING OBLIGATIONS, PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property or personal property (if any) acquired in connection with the exercise of any remedy relating to a Consumer Contract) and any property, assets securities, guaranties or monies of Debtor which may at any time come into the possession of Agent or any Lender. The designation of proceeds does not authorize Debtor to sell, transfer or otherwise convey any of the foregoing property except in the ordinary course of Debtor's business or as otherwise provided herein.

"Collateral Deposit Account" means the deposit accounts (whether one or more) of each Debtor and Company (including, without limitation all Intermediate Deposit Accounts and the Collection Accounts), which deposit accounts shall be subject to Deposit Account Control Agreements in favor of Agent. As of the Effective Date, the deposit accounts of each Debtor and Company are set forth on Schedule VII.

"Collection Accounts" means all deposit accounts (whether one or more) of Company into which all Cleared Payments shall be deposited and from which Disbursements shall be made and into which Advances shall be deposited.

"Collection Period" means the period from the first (1st) day of any calendar month through the last day of such calendar month.

"Collection Rate" means, as of any date of determination, a ratio of the net aggregate collections from the Consumer Contracts of a given Vintage to the originally funded principal balance of such Vintage of Consumer Contracts.

"Commitment" means, with respect to each Lender, the obligation of such Lender to make the

Advances to Debtor pursuant to this Agreement, in each case in an aggregate amount not to exceed the amount set forth beside such Lender's name on Schedule III to this Agreement (or in an Assumption Agreement to which such Lender is a party), as such amount may be adjusted from time to time in accordance with this Agreement.

“Commitment Percentage” shall mean, with respect to any Lender, the ratio, expressed as a percentage, of such Lender's Commitment to the Credit Facility.

“Company” has the meaning set forth in the first paragraph of this Agreement.

“Company Collateral” means all Stock Rights, financial assets, investment property (as such term is defined in Section 9.102(a)(49) of the Code), now owned or hereafter acquired by Company, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by Company: (a) any security, whether certificated or uncertificated; (b) any security entitlement; (c) one hundred percent (100.00%) of the shares of stock now owned or hereafter acquired by Company in Debtor (such shares of stock as are now owned are set forth on Schedule V attached hereto as the same may be amended, modified or supplemented from time to time, the “Shares”); (d) deposit accounts (including each Collateral Deposit Account); and (e) all profits and proceeds therefrom.

“Compliance Certificate” means a certificate, substantially in the form of Exhibit E, or in any other form agreed to by the applicable Person and Agent, prepared by and certified by a responsible Person of such Person.

“Conforming Changes” means, with respect to either the use or administration of SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, and other technical, administrative or operational matters) that Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent decides that adoption of any portion of such market practice is not administratively feasible or if Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Consolidated Indebtedness” has the meaning set forth in Section 8(aa).

“Consolidating Financial Statements” means financial statements that show the accounting for each related legal entity side-by-side, then set forth current inter-company transactions, and finally, consolidated figures.

“Consumer Contract” means (a) (i) a cash advance contract, including, but not limited to, an Eligible Consumer Contract or similar agreement or instrument and the relevant Truth and Lending Act disclosure executed by a Consumer Obligor in favor of Debtor, or (ii) a Defaulted Consumer Contract; (b) all rights, title and interest, including all rights of repayment, under the Consumer Contract Documents and all instruments and documents arising therefrom or relating thereto; and (c) all proceeds arising therefrom or relating thereto (including, but not limited to, any personal property (if any) acquired in connection with the exercise of any remedy relating to a Consumer Contract).

“Consumer Contract Documents” means all instruments, promissory notes, documents and

agreements entered into, by a Consumer Obligor with Debtor, and evidencing or executed in connection with the application for or disclosure with respect to a Consumer Contract; including, but not limited to, a Consumer Contract.

“Consumer Financial Services Laws” means all federal, state, and municipal laws, rules, or regulations dealing with consumer financial services, consumer loans or short term cash advances. “Consumer Financial Services Laws” includes, without limitation, (a) any and all laws dealing with registration, licensing, advertising, fair lending, language requirements, origination, pricing, credit practices, disclosures, rates, terms, servicing, debt collection practices, fair credit reporting, communications, privacy, data security, unfair acts or practices, deceptive acts or practices, abusive acts or practices, complaint procedures, and dispute resolution; and (b) the following laws or standards as applicable: Equal Credit Opportunity Act, 15 U.S.C. §1691 *et seq.*, and Regulation B, 12 C.F.R. part 1002; Electronic Funds Transfer Act, 15 U.S.C. §1693 *et seq.*, and Regulation E, 12 C.F.R. part 1005; Fair Debt Collection Practices Act, 15 U.S.C. §1692o, and Regulation F, 12 C.F.R. part 1006; Gramm-Leach-Bliley Privacy Act, 12 U.S.C. §6801 *et seq.*, and Regulation P, 12 C.F.R. part 1016; Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*, Regulation V, 12 C.F.R. part 1022; Truth in Lending Act, 15 U.S.C. §1601 *et seq.*, and Regulation Z, 12 C.F.R. part 1026; regulations or standards of the Consumer Financial Protection Bureau with respect to unfair, deceptive or abusive acts or practices, 12 U.S.C.A. § 5531 and §5536; Servicemembers Civil Relief Act, 50 U.S.C. §3901 *et seq.*; Military Lending Act, 10 U.S.C. §987 *et seq.*; and regulations or trade practice standards of the Federal Trade Commission with respect to unfair or deceptive acts or practices, 15 U.S.C.A. §5(a), and Title 16 of the Code of Federal Regulations.

“Consumer Obligor” means each consumer in any way obligated to repay a Consumer Contract.

“Consumer Obligor Payment Default” means a default in payment from a Consumer Obligor in connection with a Consumer Contract.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Credit Facility” has the meaning set forth in Section 2(c).

“Cut-Off Date” means the earlier of: (a) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; or (b) October 22, 2027.

“DE” has the meaning set forth in the first paragraph of this Agreement.

“Debt” means as to any Person at any time (without duplication) all items of indebtedness, obligation or liability for borrowed money of a Person, whether mature or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, joint or several, that should be classified as debt in accordance with IFRS.

“Debtor” has the meaning set forth in the first paragraph of this Agreement.

“Default” means any event which, with notice and/or the passage of time, would be an Event of Default, if not cured by Company or Debtor within any applicable cure period.

“Defaulted Consumer Contract” means a Consumer Contract between a Consumer Obligor and Debtor which would otherwise be an Eligible Consumer Contract except for either (a) an Eligible Consumer Contract which is in default; or (b) a determination of a default of a Consumer Contract has been made in accordance with the Underwriting Guidelines and Servicing Standards.

“Defaulting Lender” has the meaning set forth in Section 2(c).

“Deposit Account Control Agreement” means an agreement (acceptable to Agent in the exercise of its commercially reasonable discretion) between Debtor and/or Company, Agent and a financial institution holding a Collateral Deposit Account pursuant to which: (a) upon the occurrence of an Event of Default, such financial institution shall have agreed to comply with instructions originated by Agent directing disposition of the funds in the Collateral Deposit Account without further consent by Debtor and perfecting Agent’s lien in such Collateral Deposit Account by control; or (b) such financial institution shall have agreed to comply with instructions originated by Agent directing disposition of the funds in the Collateral Deposit Account without further consent by Debtor and perfecting Agent’s lien in such Collateral Deposit Account by control.

“Disbursement” has the meaning set forth in Section 2(f)(i).

“Disbursement Request” has the meaning set forth in Section 2(f)(i).

“Distribution” means, with respect to any indebtedness, obligation or security: (a) any payment or distribution by any Person of cash, securities or other property, by set-off or otherwise, on account of such indebtedness, obligation or security; (b) any redemption, purchase or other acquisition of such indebtedness, obligation or security by any Person; or (c) the granting of any lien or security interest to or for the benefit of the holders of such indebtedness, obligation or security in or upon any property of any Person.

“Dividend or Distribution Event” has the meaning set forth in Section 8(o).

“Dollars” has the meaning set forth in the definition of “Eligible Consumer Contract”.

“EBITDA” means, as of any date of determination, with respect to any Person, such Person’s net income/loss plus (i) interest and financing costs, plus (ii) amortization of intangible assets, right-of-use assets, and depreciation of property and equipment, plus (iii) income taxes, in each case to the extent deducted from net income in such period determined on a consolidated basis in accordance with IFRS.

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Eligible Assignee” means: (a) a Lender; (b) an Affiliate of a Lender; or (c) subject to the restrictions set forth in Section 31 hereof, any other commercial lender, finance company, insurance company, financial institution or fund reasonably acceptable to Agent and Lenders and, so long as no Event of Default has occurred and is continuing, Obligor; provided, that each Obligor’s consent shall not be unreasonably be withheld, conditioned or delayed; provided, further, that each Obligor shall be deemed to so consent if such Obligor fails to respond within ten (10) Business Days of such request thereof (which may be by e-mail).

“Eligible Consumer Contract” means a Consumer Contract between a Consumer Obligor and any Debtor which is classified as current on such Debtor’s financial statements under IFRS. In general, a Consumer Contract shall be eligible if:

- (a) when made such Consumer Contract complies with the Underwriting Guidelines;
- (b) such Consumer Contract is pledged to Agent and in respect of which Agent has a perfected first (1st) priority lien not subject to any other liens or claims of any kind (other than Permitted Encumbrances);

(c) an event of default under such Consumer Contract, except as permitted under the Servicing Standards, shall not have occurred and be continuing;

(d) such Consumer Contract is genuine and is the legal, valid, binding and enforceable obligation of the applicable Consumer Obligor;

(e) the Consumer Obligor has not asserted any setoff, defense or counterclaim with respect to such Consumer Contract, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles;

(f) there has not occurred any extension of the time of any payment, restructuring of such Consumer Contract, deferral of payment for any payment on such Consumer Contract except in accordance with the Consumer Contract Documents evidencing such Consumer Contract, the Underwriting Guidelines or the Servicing Standards;

(g) such Consumer Contract is unconditionally payable in US Dollars ("Dollars");

(h) the amount payable under the respective Consumer Contract is not greater than the highest lawful amount permitted by applicable law;

(i) during the term of the Consumer Contract, the Consumer Obligor has not filed a petition for bankruptcy or any other relief under any Applicable Bankruptcy Law, made an assignment for the benefit of creditors, had filed against such person any petition or other application for relief under any Applicable Bankruptcy Law;

(j) the Consumer Obligor is not an employee, officer, principal or owner of Debtor, Company, or any of their Affiliates;

(k) the Consumer Obligor has not died or been declared incompetent;

(l) the Consumer Obligor does not have any unsatisfactorily or unresolved prior negative financial experience with Company, Debtor or any of their Affiliates;

(m) such Consumer Contract complies in all material respects with all applicable Consumer Financial Services Laws;

(n) the Consumer Contract Documents are available for review by Agent;

(o) such Consumer Contract is serviced by Debtor in compliance with the Servicing Standards;

(p) the Consumer Obligor is a legal resident of the United States of America; and

(q) the Obligor of such Consumer Contract resides in an Eligible State.

For greater clarity, an Eligible Consumer Contract does not include any Defaulted Consumer Contracts. Lenders reserve the right to modify eligibility standards for Consumer Contracts, and to establish protective and valuation reserves.

"Eligible Consumer Contract Marginal Default Rate" means, as of any date of determination, (i) the dollar amount of the outstanding principal balance of Eligible Consumer Contracts that become 60 days past due in a given month, divided by (ii) the dollar amount of the outstanding principal balance of Eligible

Consumer Contracts that were less than 60 days past due as of the last day of the prior month.

“Eligible States” means, as of the Effective Date, Delaware, Idaho, Kansas, Mississippi, Tennessee, Texas, Utah, and Wisconsin; provided, however, that Lenders may at their sole discretion, modify the Eligible States and may approve any additional states with respect to specific Consumer Contracts as set forth in Section 8(e).

“ERISA” has the meaning set forth in Section 6(e).

“Event of Default” has the meaning set forth in Section 10(f).

“Financial Covenant” means, individually and collectively as context may require, the covenants set forth in Section 8(w), (x), (y), (z), (aa), (bb), (cc) and (dd).

“First Payment Default Rate” means, as of any date of determination, the ratio of (i) the Outstanding Principal Balance of all Eligible Consumer Contracts originated by a Debtor (on a consolidated basis) that came due for the first time, following the origination of such Eligible Consumer Contracts, in a given month, and for which a Consumer Obligor Payment Default occurred by the first due date following the origination of such Eligible Consumer Contracts, to (ii) the Outstanding Principal Balance of all Eligible Consumer Contracts originated by Debtor (on a consolidated basis) that came due for the first time in a given month following the origination of such Eligible Consumer Contracts.

“Floor” means a rate of interest equal to (Redacted Competitively Sensitive and Prejudicial Information)

“Funding Default” has the meaning set forth in Section 2(c).

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Guarantor” means, jointly and severally, Holdco and Parent.

“Guarantor Payment” has the meaning set forth in Section 2(b).

“Guaranty Agreement” means, collectively, that certain (a) Guaranty Agreement dated as of the Effective Date, executed by Holdco for the benefit of Agent, and (b) Guaranty Agreement dated as of the Effective Date, executed by Parent for the benefit of Agent, in each case, as amended, restated, supplemented or otherwise modified from time to time.

“Holdco” means MoneyKey Inc., an Ontario corporation.

“ID” has the meaning set forth in the first paragraph of this Agreement.

“IFRS” means International Financial Reporting Standards which is a set of accounting rules for financial statements of public companies applied on a consistent basis.

“Indebtedness” means: (a) all indebtedness, obligations and liabilities of Debtor or Company to Lenders and Agent of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, under the Credit Facility, this Agreement and the other Loan Documents; (b) all accrued but unpaid interest on any of the indebtedness described in (a) above; (c) all fees, costs and expenses incurred by Agent and Lenders

in accordance with the Loan Documents in connection with the collection and administration of all or any part of the indebtedness and obligations described in (a) and (b) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable out-of-pocket attorneys' fees; and (d) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (a), (b), and (c) above.

“Indefeasibly Paid” means: (a) with respect to the making of any payment on or in respect of the Indebtedness, that such payment of such Indebtedness has been paid in full in cash (or that such payment of such Indebtedness has been otherwise satisfied in a manner acceptable to the holders of the Indebtedness in their sole and absolute discretion); and (b) that any and all commitments by Lenders to make any loan or advance or extend any other credit that would, if made or extended, constitute Indebtedness have been irrevocably terminated.

“Indemnified Person” has the meaning set forth in Section 12.

“Information” means all information received from any Obligor or Guarantor, relating to such Obligor or Guarantor, or any of their respective businesses, other than any such information that is available to Agent and any Lender, on a non-confidential basis prior to disclosure by any Obligor or Guarantor.

“Intercompany Loans” has the meaning set forth in Section 8(l)(iv).

“Interest Period” means, initially, the period commencing on the Effective Date and ending on the last day of the calendar month in which the Effective Date occurs and thereafter, commencing on the first day following each Interest Period and ending on the last day of such calendar month thereafter; provided, however, that if the last day of such calendar month does not fall on a Business Day, then the Interest Period will end on the next following Business Day.

“Intermediate Deposit Account” means all deposit accounts (whether one or more) of Debtor or Company into which all payments with respect to a Consumer Contract shall be deposited.

“KS” has the meaning set forth in the first paragraph of this Agreement.

“Lender” and “Lenders” has the meaning set forth in the first paragraph of this Agreement.

“Leverage Ratio” means, as of any date of determination, the ratio of (a) the total outstanding Consolidated Indebtedness, divided by (ii) Adjusted EBITDA on a trailing twelve (12) month basis. For greater clarity, for the purposes of any maximum leverage calculation, any subordinated indebtedness of Parent shall be excluded from Consolidated Indebtedness.

“Liquidity Condition” means, with respect to any Dividend or Distribution Event, if on the date of such Dividend or Distribution Event and for the 5 Business Day period immediately preceding and immediately succeeding such date that the sum of: (x) the amount Debtors and Opus Debtors are permitted to borrow (without there being contributed any additional collateral or there being sold any other receivables to any such Debtor or Opus Debtors) under this Agreement and the Unitranche Loan Agreement an aggregate principal amount of indebtedness and, (y) the amount on deposit at the close of business in the bank accounts of Parent and its Subsidiaries unrestricted and unencumbered cash, in an aggregate amount equal to not less than \$10,000,000; provided, that with respect to cash on deposit in any collection account of a Debtor or Opus Debtors, only Post-Waterfall Funds and is on deposit in such collection account shall be included in such calculation.

“Liquidity Ratio” means, as of any date of determination, the ratio of (a) total current assets less restricted cash and pledged contract balances, divided by (b) accounts payable plus unpaid interest and fees.

“Loan” means all Advances under the Credit Facility as established pursuant to the Loan Documents from time to time.

“Loan Documents” means this Agreement, the Note, the Guaranty Agreement and the other agreements, guaranties, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Loan.

“Material Adverse Effect” means a material adverse effect on: (a) the operations, business, assets, properties or financial condition of an Obligor or a Guarantor; (b) the ability of an Obligor or a Guarantor to perform any of its material obligations under any Loan Document to which it is a party; (c) the legality, validity or enforceability of (i) this Agreement, (ii) any other Loan Document, or (iii) a material portion of the Consumer Contracts (as determined by Agent in its commercially reasonable discretion); or (d) the rights and remedies of Agent and Lenders under any Loan Document, or (e) a change of Control of any Obligor or any Guarantor that has not been approved by Unanimous Lender Approval.

“Maturity Date” means the earlier of: (a) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; or (b) April 22, 2028.

“MO” has the meaning set forth in the first paragraph of this Agreement.

“MS” has the meaning set forth in the first paragraph of this Agreement.

“Note” means, collectively, any promissory note evidencing all or part of the Indebtedness from time to time, as any such Note may be amended, restated, modified or otherwise from time to time.

“Notice of Borrowing” has the meaning set forth in Section 2(f).

“Obligor” means Debtor and Company.

“Opus Debtor” or “Opus Debtors” has the meaning set forth in the definition of “Unitranche Loan Agreement”.

“Organizational Documents” means: (a) in the case of a corporation, its articles or certificate of incorporation and bylaws; (b) in the case of a general partnership, its partnership agreement; (c) in the case of a limited partnership, its certificate of limited partnership and partnership agreement; (d) in the case of a trust, its trust agreement; (e) in the case of a joint venture, its joint venture agreement; (f) in the case of a limited liability company, its articles of organization and operating agreement or regulations; and (g) in the case of any other entity, its organizational and governance documents and agreements.

“Origination Month” shall mean the calendar month in which all Consumer Contracts in a given Vintage were originated.

“Outstanding Principal Balance” means, as of any date of determination, the principal advanced to a Consumer Obligor pursuant to a Consumer Contract, minus any repayment by such Consumer Obligor of such original principal advanced. For greater clarity, any repayment does not include any fees and/or interest paid by such Consumer Obligor.

“Overadvance” has the meaning set forth in Section 2(c).

“Parent” means Propel Holdings Inc., an Ontario corporation.

“Payment Date” has the meaning set forth in Section 4(d).

“Permitted Encumbrances” means:

- (a) liens securing the Indebtedness;
- (b) liens for taxes, assessments and governmental charges not yet due or the payment of which is being contested in good faith and by appropriate proceedings and for which adequate reserves are maintained in accordance with IFRS;
- (c) liens imposed by law arising in the ordinary course of business and securing obligations (other than Debt for borrowed money) that are not overdue by more than SIXTY (60) days or are being contested in good faith and by appropriate proceedings promptly initiated and diligently conducted, and for which reserves are maintained in accordance with IFRS;
- (d) judgment liens not resulting in an Event of Default;
- (e) liens in existence on the Effective Date which are listed, and relating to the assets of a Debtor as described, in Schedule I; and
- (f) (i) liens in favor of collecting financial institution institutions arising under Section 4.210 of the Code or any similar law, and (ii) liens arising solely by virtue of any contractual, statutory or common law provision relating to banker’s liens, rights of set-off or similar rights and remedies and burdening only deposit accounts or other funds maintained in the ordinary course of business with such financial institution for fees and charges incurred solely in connection with such depository account; provided, that, except as set forth in this clause (f), no such deposit account that is a dedicated cash collateral account shall serve as collateral to any Person other than Lender.

“Permitted Indebtedness” has the meaning set forth in Section 8(l).

“Person” means any individual, corporation, limited liability company, business trust, association, company, partnership, joint venture, Governmental Authority, or other entity, and shall include such Person’s heirs, administrators, personal representatives, executors, successors and assigns.

“Post-Waterfall Funds” has the meaning set forth in Section 4(d)(viii).

“Prime Rate” means the interest rate per annum published in the New York edition of *The Wall Street Journal* from time to time as the “Prime Rate”, such rate to change automatically effective as of the effectiveness of each change in such Prime Rate. If *The Wall Street Journal* ceases to publish the “Prime Rate,” Agent shall select an alternate publication that publishes such “Prime Rate,” and if such “Prime Rates” are no longer generally published or are limited, regulated or administered by a governmental or quasi-governmental body, then Agent shall select a comparable interest rate index. The Prime Rate is a non-managed rate based upon prevailing prime rates quoted in *The Wall Street Journal*. If multiple prime rates are quoted in the table, then the highest prime rate will be the Prime Rate. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer.

“Rate” shall have the meaning as set forth in the Note.

“Recovery Rate” means, as of any date of determination, a ratio of (i) the monies collected from all Consumer Contracts for which a Consumer Obligor Payment Default has occurred and is continuing, to (ii) the Outstanding Principal Balance of all Consumer Contracts for which a Consumer Obligor Payment Default has occurred and is continuing.

“Refinance Notice” has the meaning set forth in Section 2(e).

“Relevant Governmental Body” means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

“Required Lenders” means Lenders having greater than fifty-one percent (51.00%) of the outstanding Advances.

“Required Licenses” has the meaning set forth in Section 6(e).

“Required Reserves” means such reserves as may be established from time to time by Agent in its commercially reasonable discretion with respect to Eligible Consumer Contracts originated by an individual Debtor if such individual Debtor shall have a First Payment Default Rate in excess of the limitations set forth in Section 8(w). For the avoidance of doubt, the Required Reserves will be established with respect to an individual Debtor; provided, however, that nothing contained herein shall be construed so as to permit Debtor (on a consolidated basis) to have first payment defaults in excess of the requirements in Section 8(w).

“Servicing Standards” means the servicing, collection and similar such standards and practices of Debtor relating to the Consumer Contracts as in effect on the Effective Date and employed by such Person in the normal course of business, consistent with past practices, and which standards shall at all times comply with all Consumer Financial Services Laws.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Loan” means a Loan that bears interest at a rate based on SOFR.

“Solvent” means, with respect to a Debtor, as applicable, that as of the date of determination, both: (a)(i) the sum of such entity’s debts (including contingent liabilities but minus all intercompany fees and expenses incurred or owing by such Debtor to an Affiliate of such Debtor) does not exceed the assets of such entity, at fair market value, (ii) such entity’s capital is not unreasonably small in relation to its business, and (iii) such entity has not incurred and does not intend to incur, or believe (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise); and (b) such entity is “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Stock Rights” means any securities, dividends or other distributions and any other right or property which Company shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in any Subsidiary Debtor constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which Company now has or hereafter acquires any right, issued by any Subsidiary Debtor.

“Subsidiary” means any Person: (a) of which at least a majority of the ownership, equity or voting interest is at the time directly or indirectly owned or controlled by a Person and/or its Subsidiaries; and (b) which is treated as a subsidiary in accordance with IFRS.

“Subsidiary Debtor” has the meaning set forth in the first paragraph of this Agreement.

“Tangible Net Worth” means, as of any date of determination, all amounts which, in conformity with IFRS, would be included as equity on a balance sheet of a Person; provided, however, there shall be excluded therefrom: (a) any amount at which the equity of such Person appears as an asset on such Person’s balance sheet, (b) goodwill, including any amounts, however designated, that represent the excess of the purchase price paid for assets or stock over the value assigned thereto, (c) patents, trademarks, trade names, and copyrights, (d) loans and advances to any equity holder, director, officer, or employee of the Person or any Affiliate of such Person, and (e) all other assets which are properly classified as intangible assets.

“Term SOFR Reference Rate” means the forward-looking term rate based on 3-MONTH TERM SOFR; provided, that, if the Term SOFR Reference Rate would be less than the Floor, then the Term SOFR Reference Rate will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“TN” has the meaning set forth in the first paragraph of this Agreement.

“TX” has the meaning set forth in the first paragraph of this Agreement.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unanimous Lender Approval” shall mean the approval or consent of all the Lenders, other than any Defaulting Lender.

“Underwriting Guidelines” means the underwriting guidelines with respect to Consumer Contracts as in effect on the Effective Date and as modified thereafter from time to time (in accordance with this Agreement) and which guidelines shall at all times comply with all applicable Consumer Financial Services Laws.

“Unitranche Loan Agreement” means that certain Loans and Security Agreement dated February 23, 2023, by and among (a) **OPUS LSA AGENT, LLC**, a Delaware limited liability company, in its capacity as agent for the lenders party thereto from time to time; (b) the lenders party hereto from time to time; (c) **OPUS TRUST I**, a Delaware statutory trust, (d) **OPUS TRUST II**, a Delaware statutory trust; (e) Credit Fresh Holdings, Inc. and (f) Propel Holdings Inc., as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Unused Facility Fee” has the meaning set forth in Section 2(h).

“UT” has the meaning set forth in the first paragraph of this Agreement.

“Venue Site” has the meaning set forth in Section 19.

“Vintage” shall mean all loans evidenced by a Consumer Contract originated in a given calendar month.

“WI” has the meaning set forth in the first paragraph of this Agreement.

All words and phrases used herein shall have the meaning specified in the Code except to the extent such meaning is inconsistent with this Agreement. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words “hereof”, “herein”, and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Any accounting term used in the Loan Documents shall

have, unless otherwise specifically provided therein, the meaning customarily given to such term in accordance with IFRS, and all financial computations thereunder shall be computed, unless otherwise specifically provided therein, in accordance with IFRS consistently applied; provided, that all financial covenants and calculations in the Loan Documents shall be made in accordance with IFRS as in effect on the Effective Date unless Debtor and Agent shall otherwise specifically agree in writing. That certain items or computations are explicitly modified by the phrase “in accordance with IFRS” shall in no way be construed to limit the foregoing.

For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

2. Credit Facility.

(a) Joint and Several Liability. Company and each Debtor hereby irrevocably and unconditionally: (i) agrees that each is **JOINTLY** and **SEVERALLY** liable to Lenders, Agent and their permitted successors and assigns for the full and prompt payment and performance of the Indebtedness under the Loan Documents in accordance with the terms thereof; (ii) agrees to fully and promptly perform all of its obligations hereunder and the other Loan Documents with respect to each Advance hereunder as if such Advance had been made directly to it; and (iii) agrees as a primary obligation to indemnify Lenders and Agent on demand for and against any loss incurred by Lenders or Agent as a result of any of the Indebtedness being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to Lenders, Agent or any person, the amount of such loss being the amount which Lenders or Agent would otherwise have been entitled to recover from any one or more Person named as an Obligor under the Loan Documents from time to time. Each Debtor hereby designates Company as its representative and agent on its behalf for the purposes of giving instructions with respect to the disbursement of the Advances of the Loan, giving and receiving all other notices and consents hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of each Debtor under the Loan Documents. Company hereby accepts such appointment. Agent and Lenders may regard any notice or other communication pursuant to any Loan Document from Company as a notice or communication from each Debtor. Each warranty, covenant, agreement and undertaking made on behalf of each Debtor by Company shall be deemed for all purposes to have been made by such Debtor and shall be binding upon and enforceable against such Debtor to the same extent as it if the same had been made directly by such Debtor.

(b) Cross-Guaranty. Each Debtor hereby **EXPRESSLY** agrees that such Debtor is **JOINTLY** and **SEVERALLY** liable for, and hereby absolutely and unconditionally guarantees to Lenders, Agent and their successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Indebtedness owed or hereafter owing to Lenders and Agent by any other Obligor. Each Debtor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 2(b) shall not be discharged until the Indebtedness has been Indefeasibly Paid and performed in full, and that its obligations under this Section 2(b) shall be absolute and unconditional, irrespective of, and unaffected by:

(i) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, any other Loan Document or any other agreement, document or instrument to which any Debtor is or may become a party relating to the Loan Documents, Agent or Lenders;

- (ii) the absence of any action to enforce this Agreement, including this Section 2(b), or any other Loan Document or the waiver or consent by Lenders or Agent with respect to any of the provisions thereof;
- (iii) the existence, value or condition of, or failure to perfect its lien against, any security for the Indebtedness or any action, or the absence of any action, by Lenders or Agent in respect thereof (including the release of any such security);
- (iv) the insolvency of any Obligor or Guarantor; or
- (v) any other action or circumstance that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

Each Debtor shall be regarded, and shall be in the same position, as principal debtor with respect to the Indebtedness guaranteed hereunder. Notwithstanding any provision herein contained to the contrary, each Debtor's liability under this Section 2(b), which liability is in addition to amounts for which such Debtor is liable under Section 2(a), shall be limited to an amount not to exceed as of any date of determination the greater of: (i) the net amount of all Advances to Company under this Agreement and then re-loaned or otherwise transferred to, or for the benefit of, such Debtor; and (ii) the amount that could be claimed by Lenders or Agent from such Debtor under this Section 2(b) without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code of the United States of America or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Debtor's right of contribution and indemnification from each other Debtor. To the extent that any Debtor shall make a payment under this Section 2(b) of all or any of the Indebtedness (other than Advances made to Debtor for which it is primarily liable) (each, a "Guarantor Payment") that, taking into account all other Guarantor Payments then previously or concurrently made by any Debtor, exceeds the amount that such Debtor would otherwise have paid if each Debtor had paid the aggregate Indebtedness satisfied by such Guarantor Payment in the same proportion that such Debtor's Allocable Amount (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each Debtor as determined immediately prior to the making of such Guarantor Payment, then, following the Indebtedness being Indefeasibly Paid, such Debtor shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Debtor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. As of any date of determination, the "Allocable Amount" of any Debtor shall be equal to the maximum amount of the claim that could then be recovered from such Debtor under this Section 2(b) without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code of the United States of America or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law. This Section 2(b) is intended only to define the relative rights of a Debtor and nothing set forth herein is intended to or shall impair the obligations of such Debtor, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of this Agreement. Nothing contained in this Section 2(b) shall limit the liability of any Debtor to pay the Advances made directly or indirectly to that Debtor and accrued interest, fees and expenses with respect thereto for which such Debtor shall be primarily liable. The liability of Debtor under this Section 2(b) is in addition to and shall be cumulative with all liabilities of each Debtor to Lenders and Agent under the Loan Documents to which such Debtor is a party or in respect of any Indebtedness of any other Debtor, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

(c) Revolving Line of Credit; Overadvances. Subject to the terms and conditions set forth in this Agreement and the other Loan Documents, each Lender hereby agrees on a ratable basis

(subject to such Lender's Commitment Percentage) to lend to Debtor an aggregate sum not to exceed the lesser of: (i) an amount equal to the Borrowing Base; or (ii) **FIFTEEN MILLION AND NO/100 DOLLARS (\$15,000,000.00)** (the "Credit Facility"), on a revolving basis from time to time during the period commencing on the date hereof and continuing until the Maturity Date. If at any time the sum of the aggregate principal amount of the Loan outstanding hereunder exceeds the lesser of the Credit Facility or the Borrowing Base, such amounts shall be deemed an "Overadvance". If at the close of business on any Business Day an Overadvance shall have occurred and be continuing, then prior to the close of business on the second (2nd) Business Day after the occurrence of such event, Debtor shall: (x) prepay the Overadvance; and/or (y) if such Overadvance shall be the result of the Loan being in excess of the Borrowing Base, pledge (or cause to be pledged) to Agent (for the benefit of Lenders), additional Consumer Contracts owned by Debtor, which, when added to the Consumer Contracts owned by Debtor and pledged to Agent on the Business Day of such pledge, and after giving effect to any prepayment under clause (x) of this Section 2(c), is sufficient to cause the outstanding principal balance of the Loan to be equal to or less than the Borrowing Base. Debtor's failure to comply with the foregoing shall be an automatic Event of Default. Notwithstanding anything contained herein to the contrary, an Overadvance shall be considered part of the Loan and shall bear interest at the Rate as set forth in the Note and shall be secured by this Agreement. Subject to the terms and conditions hereof, Debtor may borrow, repay and reborrow funds under the Credit Facility. The obligations of Lenders hereunder are several and not joint; therefore, notwithstanding anything herein to the contrary: (i) no Lender shall be required to make Advances at any one time outstanding in excess of such Lender's Commitment; (ii) if a Lender fails to make an Advance as and when required hereunder (such Lender being, a "Defaulting Lender" and the failure to make such Advance being a "Funding Default") and Debtor subsequently makes a repayment on the Loan, such repayment shall be shared among the non-Defaulting Lenders in accordance with the respective Commitment Percentages, as the same may be amended or modified from time to time until each non-Defaulting Lender has received its Commitment Percentage of all of the outstanding Loans, after which the balance of such repayment shall be applied against such Defaulting Lender's Commitment Percentage of the outstanding Loan; and (iii) the failure of any Lender to make any Advance shall not in itself relieve any other Lender of its obligation to lend hereunder (provided, that no Lender shall be responsible for the failure of any other Lender to make an Advance for which such other Lender is obligated to make hereunder).

Upon the occurrence of and continuation of a Funding Default, Company shall have the right, at its sole cost, expense and effort, to replace any Defaulting Lender with an Eligible Assignee upon at least ten (10) Business Days' written notice to Agent, subject to the satisfaction of the following conditions: (1) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Company (in the case of all other amounts); and (2) such assignment does not conflict with applicable laws. Each party hereto agrees that (x) an assignment required pursuant to this paragraph may be effected pursuant to an Assumption Agreement executed by Debtors, Company, Agent, the assignee, and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided, that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender; provided, further, that any such documents shall be without recourse to or warranty by the parties thereto. Notwithstanding anything in this paragraph to the contrary, the Lender that acts as Agent may not be replaced hereunder except in accordance with the terms of Section 29(j).

(d) Wind Down Period. From and after the Cut-Off Date, any obligation of Lenders to provide further Advances to Debtor under the Credit Facility shall terminate unless Debtor and Lenders shall have agreed in writing to extend the Maturity Date; such extension to be on terms and conditions satisfactory to Lenders in their sole discretion. Agent will provide Company with not less than sixty (60)

days prior written notice to the Cut-Off Date as to the willingness of Lenders to extend or renew the Maturity Date; provided, that Agent shall have no liability for failure to provide such notice and such failure shall be deemed a refusal of Lender to extend or renew the Maturity Date.

(e) Refinancing and Termination of the Credit Facility. From the Effective Date through the Maturity Date, Lenders shall have the exclusive one time right to match the terms of any proposed refinancing of the Credit Facility. Company shall provide Agent with prior written notice of the terms of any proposed refinancing, together with such documentation as Agents or Lenders may reasonably request, including, without limitation, the commitment letter from the proposed lender (such documents are collectively referred to as the "Refinance Notice"). Within ten (10) Business Days of Agent's receipt of the Refinance Notice, Agent shall provide Company with written notice specifying whether Lenders shall match the terms set forth in the Refinance Notice; provided, that if Agent fails to provide such notice within such 10-Business Day period, such failure shall be deemed a refusal by Agent and Lenders to match the terms set forth in the Refinance Notice. Nothing in this Section shall require Agent or Lenders to match the terms of any refinancing offered to Debtor. Notwithstanding anything to the contrary above, Company shall not be obligated to provide Agent or Lenders with any documentation with respect to a Refinance Notice that is subject to any confidentiality or non-disclosure provisions between (1) any Obligor or Guarantor, and (2) any third-party. In the event that such confidentiality or non-disclosure provisions shall exist, Company shall provide Agent with a certificate outlining the terms and conditions of such proposed refinancing.

(f) Funding.

(i) Request for Disbursement from Collection Account. Company shall submit to Agent, by not later than 11:00 a.m. (Dallas, Texas time) on the date of the request for a disbursement from the Collection Account (each, a "Disbursement"), a written request (each a "Disbursement Request") in the form attached hereto as Exhibit C. Each Disbursement Request shall: (1) specify the aggregate amount of the requested Disbursement; (2) include any documentation relating thereto as Agent may reasonably request; and (3) contain a certification from Company as to Consumer Contracts being financed with the proceeds of such Disbursement. Disbursements Requests may not be made more often than once during any calendar week. Upon receipt of such Disbursement Request along with the information relating to the Disbursement as may be required by Agent, Agent will (so long as no Event of Default shall have occurred and be existing and, so long as Agent is reasonably satisfied with the information provided in the Disbursement Request) authorize the release of funds from the Collection Account by not later than 3:00 p.m. (Dallas, Texas time) on the date such Disbursement Request is received by delivery of a countersigned Disbursement Request to the depository institution in which the Collection Account is maintained.

(ii) Additional Advances. Company may request an Advance for the benefit of Debtor in accordance with the terms of this Agreement, which Advance shall be deposited by Agent into the Collection Account. Company shall submit to Agent, by not later than 12:00 Noon (Dallas, Texas time) on the date which is three (3) Business Days prior to the proposed date of the requested Advance (or such shorter period as Agent is willing to accommodate), a request for Advance substantially the form attached hereto as Exhibit D (each, a "Notice of Borrowing"). Such Notice of Borrowing shall be irrevocable and shall specify: (1) the principal amount of the requested Advance together with any documentation relating thereto as Agent may reasonably request, including, but not limited to, a Borrowing Base Certificate; and (2) the proposed date of the requested Advance. Each request for an Advance hereunder must be for a minimum of Three Hundred Thousand and No/100 Dollars (\$300,000.00), and may not be made more often than once during any calendar week. Company shall be responsible to ensure that sufficient balances are

maintained in the Collection Account for the funding needs of Debtor; Agent and Lenders having no obligation to make an Advance more than once during any calendar week.

(iii) No Liability For Honoring Requests. Lenders and Agent shall have no liability to Debtor for any loss or damage suffered by Debtor as a result of Agent and Lenders honoring of any requests, execution of any instructions, authorizations or agreements or reliance on any reports communicated to it telephonically, by facsimile or electronically and purporting to have been sent to Agent by Company and Agent shall have no duty to verify the origin of any such communication or the identity or authority of the Person sending it. Subject to the terms and conditions of this Agreement, each Advance under this Section shall (unless otherwise provided) be made available to Debtor by depositing the same, in immediately available funds into the Collection Account.

(iv) Obligations of Lender. Each Lender shall make its Advance with respect to the Loan available on the proposed dates thereof pursuant to Section 2(f)(ii) by depositing or causing to be deposited the ratable portion of such Advance in immediately available funds not later than 3:00 p.m. (Dallas, Texas time) in the Collection Account. If a requested Advance shall not occur on the date specified by Company as set forth in the applicable Notice of Borrowing, as the case may be, because all of the conditions for such Advances as set forth herein or in any of the other Loan Documents shall not have been met, Agent shall return the amounts so received from Lenders in respect of such requested Advance to the applicable Lenders as soon as practicable, without interest thereon.

(g) Use of Proceeds. The Advances under the Credit Facility shall be disbursed by Company to: (i) refinance existing Debt of Debtor, (ii) fund each Debtor to originate Consumer Contracts; (iii) pay cost and expenses associated with the transactions described in this Agreement; and (iv) for the general business purposes of Debtor and Company.

(h) Unused Facility Fee. Commencing on the Effective Date and continuing through the Maturity Date, Company shall pay Lenders an unused facility fee (the "Unused Facility Fee") on the daily average unused amount of the Credit Facility (Redacted Competitively Sensitive and Prejudicial Information). The Unused Facility Fee shall be payable in arrears for the immediately preceding month on each Payment Date (commencing with the Payment Date occurring on May 1, 2025) and on the Maturity Date. Notwithstanding the foregoing, no Unused Facility Fee shall be payable to any Defaulting Lender during the period of any Funding Default.

3. Note, Rate and Computation of Interest.

(a) Note. The Credit Facility shall be evidenced by a Note in the form attached hereto as Exhibit E, duly executed by each Obligor and payable to the order of each Lender for such Lender's Commitment. Interest on the Note shall accrue at the Rates set forth therein. The principal of and interest on the Note shall be due and payable in accordance with the terms and conditions set forth in the Note and in this Agreement. In the event that Obligors shall fail to make a payment of interest which shall be due and owing under the Note when due, Lenders may make an Advance under the Credit Facility to pay interest then owing regardless of whether Company shall have specifically requested an Advance of such amount. Any such Advance, if made, shall be added to the outstanding principal balance of the Indebtedness. The authorization however, shall not obligate Lenders to make disbursements for interest payments, nor shall it prevent Obligors from paying accrued interest from its other funds. Agent shall render to Company each month a statement of Debtor's account of all transactions, which shall be deemed to be correct and accepted by and be binding upon Obligors unless Agent receives a written statement of Company exceptions to such account statement within thirty (30) days after such statement was rendered to Company.

(b) Increased Cost and Reduced Return; Capital Adequacy.

(i) If any change in law shall: (A) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender; (B) subject any Lender to any taxes; or (C) impose on any Lender any other condition, cost or expense (other than taxes on net income) affecting this Agreement or the Credit Facility; and the result of any of the foregoing shall be to increase the cost to any Lender of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make the Loan, or to reduce the amount of any sum received or receivable by any Lender (whether of principal, interest or any other amount) then, upon request of Agent, Debtor will pay to Agent (for the benefit of any such Lender) such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(ii) If Agent determines that any change in law affecting any Lender or any lending office of any Lender regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on any Lender's capital, as a consequence of this Agreement, to a level below that which such Lender could have achieved but for such change in law (taking into consideration Lender's policies with respect to capital adequacy), then from time to time Debtor will pay to Agent such additional amount or amounts as will compensate such Lender for any such reduction suffered.

(iii) A certificate of Agent setting forth the amount or amounts necessary to compensate any Lender as specified in paragraph (i) or (ii) of this Section, and delivered to Debtor, shall be conclusive absent manifest error. Debtor shall pay Agent the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof.

(iv) Failure or delay on the part of Agent to demand compensation pursuant to this Section shall not constitute a waiver of Agent's right to demand such compensation; provided, that Debtor shall not be required to compensate Agent pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that Agent notifies Debtor of the change in law giving rise to such increased costs or reductions, and of Agent's intention to claim compensation therefor (except that, if the change in law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(v) For purposes of calculating amounts payable by Debtor to Agent under this Section, each Lender shall be deemed to have funded (without any obligation to do so) each SOFR Loan by a matching deposit for a comparable amount and for a comparable period of each such SOFR Loan.

(vi) Whenever the Loan shall be bearing interest based on SOFR, Debtor shall, within ten (10) Business Days after notice, pay to Agent amounts determined in the good faith judgment of Agent, to compensate Lenders for any cost of redeploying funds in connection with: (i) any repayment (whether voluntary or involuntary) of any portion of the Loan; and (ii) the conversion (for any reason whatsoever, whether voluntary or involuntary) of any SOFR Loan to a Base Rate Loan on any day other than the last day of an Interest Period. A certificate by Agent as to the amount of any such amount furnished to Debtor by Agent shall be conclusive and binding in the absence of a demonstrable error.

(vii) If Agent shall have determined that: (i) by reason of circumstances affecting the interbank SOFR market, adequate and reasonable means do not exist for ascertaining

SOFR; (ii) SOFR does not adequately and fairly reflect the effective cost to Lenders of funding a SOFR Loan; or (iii) the making, maintenance or funding of a SOFR Loan has been made impractical or unlawful, then, and in any such event, Agent may notify Debtor of such determination. Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of Lenders to allow Debtor to maintain SOFR Loans shall be suspended and thereafter the Loan shall bear interest at the Base Rate, unless and until such circumstances shall no longer exist and Agent shall have revoked such notice. Further, if an Event of Default has occurred and is continuing, Agent, at its option, may convert the Loans to a Base Rate Loans.

4. Collateral.

(a) Grant of Security Interest. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness and the performance of all of Debtor's and Company's obligations under this Agreement and the other Loan Documents: (a) each Debtor hereby pledges to and grants Agent for the benefit of Lenders, a security interest in, all of such Debtor's right, title and interest in the Collateral, whether now owned by such Debtor or hereafter acquired and whether now existing or hereafter coming into existence; and (b) Company hereby pledges to and grants Agent for the benefit of Lenders, a security interest in, all of Company's right, title and interest in the Company Collateral, whether now owned by Company or hereafter acquired and whether now existing or hereafter coming into existence.

(b) Additional Documents. To secure full and complete payment and performance of the Indebtedness and the performance of all of Debtor's and Company's obligations under this Agreement and the other Loan Documents, each Debtor and Company shall execute and deliver or cause to be executed and delivered all of the Loan Documents reasonably required by Agent. Each Debtor and Company shall execute and cause to be executed such further documents and instruments that are consistent with this Agreement, as Agent, in its commercially reasonable discretion, deems necessary or desirable to create, evidence, preserve, and perfect its liens and security interests in the Collateral and/or Company Collateral. In the event any of the Loan Documents evidencing or securing the Indebtedness misrepresents or inaccurately reflects the correct terms and/or provisions of the Indebtedness, such Debtor or Company shall upon request by Agent and in order to correct such mistake, execute such new documents or initial corrected, original documents as Agent may deem necessary to remedy said errors or mistakes. Such Debtor or Company shall execute such other documents as Agent shall deem reasonably necessary to correct any defects or deficiencies in the Loan Documents. Any Debtor's or Company's failure to execute such documents as requested within five (5) Business Days of the date of such request shall constitute an Event of Default under this Agreement. In addition, Company shall promptly notify Agent of any material non-compliance in respect of the representations, warranties and covenants contained in this Agreement with respect to a Consumer Contract.

(c) Debtor / Company Remains Liable. Notwithstanding anything to the contrary contained herein: (i) Debtor and Company shall remain liable under the contracts and agreements included in the Collateral or Company Collateral to the extent set forth therein to perform all of such Person duties and obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by Agent (on behalf of Lenders) of any of its rights hereunder shall not release Debtor or Company from any of its duties or obligations under the contracts and agreements included in the Collateral or Company Collateral; and (iii) Agent and Lenders shall not have any obligation or liability under any of the contracts and agreements included in the Collateral or Company Collateral by reason of this Agreement, nor shall Lenders or any Agent be obligated to perform any of the obligations or duties of Debtor or Company thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(d) Payments. All payments received in connection with a Consumer Contract owned by Debtor shall be deposited to an Intermediate Deposit Account and all Cleared Payments shall be transferred to a Collection Account. On Thursday (or such other day of the week as may be agreed in writing between Company and Agent from time to time) of each calendar week if such day shall be a Business Day or the first (1st) Business Days immediately following such date (each such date to be a “Payment Date”) the balance of each Collection Accounts shall be distributed for payment of such sums as are set forth below. Prior to the occurrence of a Default or an Event of Default, Cleared Payments on deposit in the Collection Accounts shall be distributed in accordance with the following priorities:

(i) to the financial institution holding the Collateral Deposit Account for any fees, costs and expenses relating to such Collateral Deposit Account as are due and owing; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such fees, costs and expenses from the amount available to Company for payment to such financial institution;

(ii) to pay all third-party servicing costs and expenses of Debtor with respect to the Consumer Contract as may be permitted hereunder and as shall be due and owing to Backup Servicer or any successor Backup Servicer; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such fees, costs and expenses from the amount available to Company for payment to Backup Servicer;

(iii) to the payment of any accrued and unpaid interest, fees and expenses due and owing to Lenders and Agent; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such interest, fees and expenses from the amount available to Company for payment in accordance with the terms of the Loan Documents;

(iv) to satisfy any existing Overadvance;

(v) to the Collection Account to replenish the balance thereof as may be agreed by Debtor and Obligors from time to time;

(vi) after the Cut-Off Date, to Agent and Lenders until the Indebtedness shall have been Indefeasibly Paid;

(vii) to discretionary reserves, if there are any Required Reserves, based on the performance of any state specific loan portfolio; and

(viii) the remaining balance (collectively, the “Post-Waterfall Funds”) shall be available to Company to be used for purposes not prohibited hereby, including to make payments permitted under Section 8(o).

After the occurrence of a Default or an Event of Default, and during the continuation thereof, sums on deposit in the Collateral Deposit Accounts shall be distributed in accordance with the following priorities:

(i) to the financial institution holding the Collateral Deposit Account for any fees, costs and expenses relating to such Collateral Deposit Account as are due and owing; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such fees, costs and expenses from the amount available to Company for payment to such financial institution;

(ii) to pay all third-party servicing costs and expenses of Debtor with respect to the Consumer Contract as may be permitted hereunder and as shall be due and owing to Backup

Servicer or any successor Backup Servicer; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such fees, costs and expenses from the amount available to Company for payment to Backup Servicer;

(iii) to the payment of any accrued and unpaid interest, fees and expenses due and owing to Lenders and Agent; provided, that if such amount is not then due and owing, Agent shall reserve the accrued amount of such interest, fees and expenses from the amount available to Company for payment in accordance with the terms of the Loan Documents;

(iv) to satisfy any existing Overadvance;

(v) to Agent and Lenders until the Indebtedness shall have been Indefeasibly Paid; and

(vi) the remaining balance shall be available to Company to be used solely for purposes expressly permitted hereby.

(e) Satisfaction of Indebtedness. Until the Indebtedness has been Indefeasibly Paid and fully satisfied (other than contingent indemnification obligations to the extent no unsatisfied claim has been asserted) and the commitments of Lenders under the Credit Facility have been terminated, Agent shall be entitled to retain the security interests in the collateral granted under the Loan Documents and the ability to exercise all rights and remedies available to Lenders or Agent under the Loan Documents and applicable laws.

5. Conditions Precedent

(a) Effective Date. The obligation of Lenders to make Advances under the Credit Facility is subject to the condition precedent that Agent shall have received on or before the Effective Date all of the following, each dated as of the Effective Date (unless otherwise indicated), in form and substance satisfactory to Agent:

(i) Closing Certificate. A closing certificate of an officer of each Obligor and Guarantor, or an officer of the governing body of such Person, which certifies: (A) the resolutions of such Person authorizing the execution, delivery, and performance of the Loan Documents that such Person is a party to; (B) certificates of the appropriate government officials of the state or jurisdiction of organization of such Person and any governing body of such Person, and any state any such Person is currently doing business as to the existence, qualification and good standing of such Person, dated no more than ten (10) days prior to the Effective Date; (C) the true and correct Organizational Documents of such Person and any governing body of such Person; (D) the names of the individuals or other Persons authorized to sign the Loan Documents that such Person is a party to, together with specimen signatures of such Persons; and (E) that Obligor shall be Solvent.

(ii) Loan Documents. The Loan Documents executed by each Obligor, Guarantor or any other Person party thereto.

(iii) Financing Statements. Code financing statements covering the Collateral and/or Company Collateral naming Debtor and Company as debtor and Agent as secured party shall have been filed with such filing officers as Agent may request.

(iv) Deposit Account Control Agreements. Agent shall have received fully executed Deposit Account Control Agreements with respect to each Collateral Deposit Account.

(v) Uniform Commercial Code Search. The results of a Code search showing all financing statements and other documents or instruments on file against Debtor and Company in such locations as Agent may reasonably request, such search to be as of a date no more than ten (10) days prior the Effective Date.

(vi) Origination Fee. Debtors shall have paid, or cause to be paid, a fully earned, nonrefundable origination fee to Agent (for the account of the Lenders) in the amount of (Redacted Competitively Sensitive and Prejudicial Information).

(vii) Fees and Expenses. Evidence that the costs and expenses of Lenders and Agent (including reasonable out-of-pocket attorneys' fees and any and all due diligence fees incurred by Lenders and/or Agent) and all fees owing to Lenders and Agent shall have been paid in full by Debtor.

(viii) Certain Agreements. The form of the Consumer Contracts used by Debtor in each Eligible State.

(ix) Opinion of Counsel. The opinion of counsel to each Obligor and Guarantor as to: (A) the existence and due organization of such Person; (B) the due authorization and execution by such Person of the Loan Documents to which such Person is a party; (C) the enforceability against such Person of the Loan Documents to which such Person is a party; (D) the perfection of Agent's security interest in the Collateral and Company Collateral, as applicable; (E) such regulatory matters relating to the compliance by Debtor and the 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); and (F) such other matters as may be reasonably requested by Agent and its counsel.

(x) Payoff of Existing Indebtedness; Release of Liens. Agent shall have received evidence that all existing Debt owing by Obligors (other than Debt permitted under this Agreement) has been or concurrently with the Effective Date is being paid in full, that all commitments related thereto have been or concurrently with the Effective Date are being terminated, and all liens, security interests and other encumbrances securing such obligations have been or concurrently with the Effective Date are being released, in each case pursuant to documentation in form and substance satisfactory to Agent.

(xi) Other Matters. Such other documents and agreements as may be required by Agent in its commercially reasonable discretion.

(b) Conditions to All Advances. The obligation of Lenders to make any Advance shall be subject to the conditions precedent set forth in Section 5(a) and the following additional conditions precedent:

(i) Request for Loan. Agent shall have received in accordance with this Agreement, a request for an Advance in form and content satisfactory to Agent in its commercially reasonable discretion dated as of the date of request and executed by an authorized Person on behalf of Company.

(ii) No Default, Etc. (A) No Default, Event of Default or event which could reasonably be expected to have a Material Adverse Effect shall have occurred and be continuing or would result from or after giving effect to such Advance; and (B) there has been no material adverse change in the financial condition, business affairs or operations of any Obligor or Guarantor since the Effective Date.

(iii) **Representations and Warranties.** All of the representations and warranties contained in the Loan Documents shall be true and correct in material respects on and as of the date of such Advance with the same force and effect as if such representations and warranties had been made on and as of such date.

(iv) **Due Diligence.** Agent shall have completed its business, legal and collateral due diligence with respect to each Obligor, each Guarantor, the Consumer Contracts and the results thereof shall be acceptable to Agent, in its commercially reasonable discretion.

Lenders, Agent, each Obligor and each Guarantor acknowledge that: (a) certain items set forth in this Section 5 may not be delivered by the Effective Date; (b) that the failure to deliver such items shall not constitute a waiver of such conditions; and (c) delivery of such items shall be due on demand, unless the delivery of such items has been deferred pursuant to a written agreement binding on the parties.

6. Representations and Warranties. Each Obligor and Guarantor (as indicated below) hereby represents and warrants, and upon each request for an Advance represents and warrants to Lenders and Agent as follows:

(a) **Existence.** Each Obligor and Guarantor: (i) is each duly organized, validly existing, and in good standing under the laws of the jurisdiction of its respective organization; (ii) each has all requisite power and authority to own its assets and carry on its business as now being or as proposed to be conducted; and (iii) each is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would reasonably be expected to have a Material Adverse Effect. Each Obligor and Guarantor has the power and authority to execute, deliver, and perform its obligations under the Loan Documents to which it is or may become a party. The legal name, federal tax identification number and state of organization and the states in which Company and each Debtor is qualified to do business for each such Person are set forth below:

LEGAL NAME	FEDERAL TAX IDENTIFICATION NUMBER	STATE OF ORGANIZATION	QUALIFICATION
MONEYKEY – DE, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Delaware
MONEYKEY – ID, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Idaho
MONEYKEY – KS, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Kansas
MONEYKEY – MS, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Mississippi
MONEYKEY – MO, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Missouri
MONEYKEY – TN, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Tennessee
MONEYKEY – TX, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Texas

MONEYKEY – UT, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Utah
MONEYKEY – WI, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Wisconsin
2262011 ONTARIO HOLDINGS, INC.	(Redacted Competitively Sensitive and Prejudicial Information)	Delaware	Delaware

(b) Binding Obligations. The execution, delivery and performance of the Loan Documents by each Obligor and Guarantor have been duly authorized by all necessary action by such Person, and constitute legal, valid and binding obligations of such Person, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors’ rights and except to the extent specific remedies may generally be limited by equitable principles.

(c) No Consent. The execution, delivery and performance of the Loan Documents, and the consummation of the transactions contemplated thereby, do not: (i) conflict with, result in a violation of, or constitute a default under (A) any provision of the Organizational Documents (if any) or other instrument binding upon any Obligor or Guarantor, (B) to the knowledge of such Obligor or Guarantor after due inquiry, violate any law, governmental regulation, court decree or order applicable to such Obligor or Guarantor, or (C) any contractual obligation, agreement, judgment, license, order or permit applicable to or binding upon such Obligor or Guarantor; (ii) require the consent, approval or authorization of any third party; or (iii) result in or require the creation of any lien, charge or encumbrance upon any property of any Obligor or Guarantor except as may be expressly contemplated in the Loan Documents.

(d) Financial Condition. Each financial statement of an Obligor or Guarantor supplied to Agent was prepared in accordance with IFRS and fairly presents in all material respects, except for the absence of footnotes and year-end adjustments in the case of non-year end financials, such Person’s financial condition as of the date of each such statement. There has been no material adverse change in such financial condition or results of operations of such Obligor or Guarantor subsequent to the date of the most recent financial statement supplied to Agent.

(e) Operation of Business. Each Obligor and Guarantor possesses all contracts, licenses, permits, franchises, patents, copyrights, trademarks and tradenames, or rights thereto, necessary to conduct its respective business substantially as now conducted and as presently proposed to be conducted, and such Person is not in violation of any valid rights of others with respect to any of the foregoing, except any violations that could not reasonably be expected to have a Material Adverse Effect; including, but not limited to all licenses and permits required in connection with the Consumer Contracts. The licenses and permits required of each Debtor with respect to the Consumer Contracts is set forth on

Schedule IV hereto (the “Required Licenses”).

(f) Litigation and Judgments. There is no action, suit, investigation, or proceeding before or by any Governmental Authority or arbitrator pending, or to the knowledge of any Obligor or Guarantor, threatened against or affecting any Obligor, any Guarantor or the Consumer Contracts that would, if adversely determined, have a Material Adverse Effect. There are no outstanding judgments against any Obligor or Guarantor for which adequate reserves have not been made and which have not been disclosed to Agent in writing.

(g) Rights in Collateral; Liens. Debtor has good and indefeasible title to the Collateral, and none of the Collateral is subject to any lien, except Permitted Encumbrances. Company has good and indefeasible title to the Company Collateral, and none of the Company Collateral is subject to any lien, except Permitted Encumbrances.

(h) Debt. Debtor and Company have no Debt other than the Permitted Indebtedness.

(i) Disclosure. No statement, information, report, representation, or warranty made by any Obligor or Guarantor in the Loan Documents or furnished to Agent in connection with the Loan Documents or any of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to any Obligor or Guarantor which could reasonably be expected to have a Material Adverse Effect that has not been disclosed in writing to Agent.

(j) Agreements. No Obligor or Guarantor is a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate or other organizational restriction which could reasonably be expected to have a Material Adverse Effect. No Obligor or Guarantor is in default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to its business.

(k) Compliance with Laws. No Obligor or Guarantor is in violation of any law, rule, regulation, order, or decree of any Governmental Authority or arbitrator, the violation of which could reasonably be expected to have a Material Adverse Effect.

(l) Taxes; Governmental Charges. Each Obligor and Guarantor have filed all federal, state and local tax reports and returns required by any law or regulation to be filed by it and has either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provision for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

(m) Security Interest. Debtor has, and will have at all times, full right, power and authority to grant a security interest in the Collateral to Agent in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance other than for the Permitted Encumbrances. Company has, and will have at all times, full right, power and authority to grant a security interest in the Company Collateral to Agent in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance other than for the Permitted Encumbrances. This Agreement creates a legal, valid and binding first (1st) priority security interest (subject to Permitted Encumbrances) in favor of Agent (for the benefit of Lenders) in the Collateral and Company Collateral securing the Indebtedness and the performance of all of Debtor’s and Company’s obligations under this Agreement and the other Loan Documents. Possession by Agent of certain types of Collateral or Company Collateral from time to time or the filing of the financing statements delivered prior hereto or concurrently naming Debtor and/or Company as Debtor and Agent as secured party will perfect and establish the first (1st) priority of Agent’s

security interest hereunder in the Collateral or the Company Collateral (to the extent that perfection can be accomplished through the filing of a financing statement or the possession of such Collateral or Company Collateral) other than for the Permitted Encumbrances. No financing statement describing all or any portion of the Collateral or Company Collateral which has not lapsed or been terminated naming Debtor or Company as debtor has been filed in any jurisdiction except financing statements naming Agent as secured party.

(n) Pledged Shares. Schedule V sets forth a complete and accurate list of the Shares owned by Company and pledged hereunder. Company is the direct and beneficial owner of Shares listed on Schedule V as being owned by it, free and clear of any liens or encumbrances, except for the security interest granted to Agent hereunder. Debtor further represents and warrants that all Shares which are shares of stock in a corporation have been duly and validly issued, are fully paid and non-assessable.

(o) Use of Proceeds; Margin Securities. Neither any Debtor nor Company are engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of regulations of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying margin stock.

(p) ERISA. Debtor and Company have no employees employed in the United States of America and are therefore not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations and published interpretations thereunder ("ERISA").

(q) Location. Debtor's chief executive office is its address set forth on the signature page hereof. Company's chief executive office is its address set forth on the signature page hereof. The office where the records concerning each of the Collateral and Company Collateral are kept is: 69 Yonge St., Suite 1500, Toronto, Ontario, Canada M5E 1K3.

(r) Material Adverse Change. There has been no material adverse change in such financial condition, business affairs or operations of any Obligor or Guarantor since the Effective Date.

(s) Solvency. On the Effective Date and on the date of each Advance hereunder, each Obligor will be and after giving effect to the Advance, will be, Solvent.

(t) Change of Control. No Obligor shall permit any change in Control of any Obligor without Unanimous Lender Approval.

7. Representations and Warranties Concerning the Collateral. Each Obligor hereby represents and warrants and upon each request for an Advance represents and warrants to Lenders and Agent:

(a) Collateral. With respect to the Collateral or Company Collateral, as applicable, at the time the Collateral or Company Collateral, as applicable, becomes subject to a lien in favor of Agent for the benefit of Lenders, Debtor and Company, as applicable, covenant, represent and warrant: (i) Debtor and/or Company, as applicable, shall be the sole owner, free and clear of all liens (except for Permitted Encumbrances), and shall be fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral or Company Collateral, as applicable; (ii) Debtor and Company, as applicable, shall maintain books and records pertaining to the Collateral and the Company Collateral, as applicable, in such detail, form and scope as Agent shall require in its commercially reasonable discretion; and (iii) Agent has (for the benefit of Lenders) a first (1st) priority perfected lien on the Collateral owned by Debtor and the Company Collateral owned by Company (in each case, subject only to Permitted

Encumbrances).

(b) No Adverse Selection. The Consumer Contracts pledged to Agent have not been selected in a manner adverse to Agent or Lenders.

(c) Compliance with Laws; Enforceability; Modification; Required Documents, Etc. Each Consumer Contract and each Consumer Contract Document related thereto: (i) has been made and serviced in compliance, in all material respects, with the Underwriting Guidelines, Servicing Standards and all requirements of all Consumer Financial Services Laws; (ii) is genuine, valid, duly authorized, properly executed and enforceable in accordance with the terms set forth therein, without defense or offset and the loan such Consumer Contract evidences is owed by the Consumer Obligor to the Debtor therein named, as set forth in the Consumer Contract; (iii) has not been modified, amended or had any requirements thereof waived except in writing and as authorized by the Underwriting Guidelines and Servicing Standards; (iv) complies with the terms of this Agreement; and (v) all documents relating to a Consumer Contract shall be legally sufficient and compliant in all material respects under all applicable Consumer Financial Services Laws and shall be legally enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Collection Practices. The Servicing Standards with respect to a Consumer Contract are in all respects legal, proper, prudent and customary in the consumer lending industry for loans similar to those evidenced by the Consumer Contracts.

(e) Consumer Contract. Each Consumer Contract included in the Borrowing Base is an Eligible Consumer Contract.

8. Covenants. Until all Indebtedness is Indefeasibly Paid, and Lenders have no further commitment to lend under the Credit Facility, each Obligor and Guarantor agrees and covenants as follows with Agent and Lenders:

(a) Reporting Requirements. Debtor shall furnish or caused to be furnished to Agent:

(i) As soon as available, and in any event within forty-five (45) days after the end of each calendar month commencing with the first calendar month ending after the Effective Date, internally prepared balance sheets, statements of operations and retained earnings and statements of cash flows of each Obligor and Parent on a consolidated basis, as at the end of such month, all in reasonable detail and certified by an authorized Person on behalf of such Person, as fairly presenting, in all material respects, the financial position of such Person and as of the end of such month and the results of operations and cash flows of each for such month, in accordance with IFRS, subject to the absence of footnotes and normal year-end adjustments;

(ii) As soon as available, and in any event within forty-five (45) days after the end of each calendar quarter, Consolidating Financial Statements to include a balance sheet, income statement of Holdco, on a consolidating basis, as of the end of such calendar quarter, all in form and in reasonable detail satisfactory to Agent and duly certified by a responsible Person of Holdco on behalf of Holdco, as fairly presenting, in all material respects, the financial position of Holdco and as of the end of such month and the results of operations and cash flows of each for such month, in accordance with IFRS, subject to the absence of footnotes and normal year-end adjustments;

(iii) As soon as available, and in any event within ninety (90) days after the end of each fiscal year of Parent, balance sheets, statements of operations and retained earnings and statements of cash flows of Parent, as at the end of such fiscal year, on a consolidated basis, audited

by independent certified public accountants of recognized standing reasonably satisfactory to Agent in accordance with IFRS.

(iv) Simultaneously with the delivery of the financial statements of each Obligor, Parent and Holdco pursuant to Sections 8(a)(i), (ii) and (iii), such Person will provide Agent with a Compliance Certificate certifying, among other things, the calculations of the applicable Financial Covenants;

(v) Simultaneously with the delivery of the financial statements of pursuant to Section 8(a)(i) and (ii), all the transaction data received by Debtor related to the Consumer Contracts for the preceding Business Day and any non-Business Days since the last Compliance Certificate;

(vi) As soon as available, and in any event within forty-five (45) days after the end of each calendar month commencing with the first calendar month ending after the Effective Date, a report summarizing the performance of the Consumer Contracts owned by Debtor, concentration levels, cash flows, and such other information concerning such Consumer Contracts as Agent may require in the exercise of its commercially reasonable discretion;

(vii) In connection with any Borrowing or Disbursement or, in the event a Borrowing or Disbursement has not occurred within a calendar month, as soon as available, and in any event within forty-five (45) days after the end of each calendar month commencing with the first calendar month ending after the Effective Date, a Borrowing Base Certificate (in the form of Exhibit B), current as of the close of business on the last Business Day of the immediately preceding month, supported by schedules as may be required by Agent, including, but not limited to a list of all Consumer Contracts which are Collateral;

(viii) Promptly after submission to any Governmental Authority, all documents and information furnished to a Governmental Authority in connection with any investigation of any Obligor, any Guarantor or their respective Affiliates with respect to a Consumer Contract subject to this Agreement other than routine inquiries by such Governmental Authority; provided, that in all cases that the terms of any such investigation are permitted to be disclosed by such Person pursuant to any and all applicable laws, including, but not limited to, Consumer Financial Services Laws;

(ix) As soon as possible, and in any event within five (5) Business Days after the occurrence of an Event of Default, a Default or the occurrence of any event or development that has had or could reasonably be expected to have a Material Adverse Effect, the written statement of an authorized Person on behalf of the affected Person setting forth the details of such Event of Default, Default or other event or development having a Material Adverse Effect and the action which such Person proposes to take with respect thereto;

(x) Promptly after the commencement thereof but in any event not later than five (5) Business Days after service of process with respect thereto on, or the obtaining of knowledge thereof by any Obligor or Guarantor, notice of each action, suit or proceeding before any court or other Governmental Authority or other regulatory body or any arbitrator which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(xi) Promptly notify Agent of (A) the failure of any Consumer Contract that is included in the Borrowing Base to satisfy the requirements of this Agreement for inclusion in the Borrowing Base (which notice for purpose of this Section shall be deemed given by delivery the Borrowing Base Certificate), or (B) the occurrence of a default by Debtor in the performance of

any material obligations with respect to the Consumer Contracts;

(xii) Promptly notify Agent of any material adverse change in such financial condition, business affairs or operations of any Obligor or Guarantor and all claims made against any Obligor or Guarantor that that could reasonably be expected to have a Material Adverse Effect on the financial condition, business affairs or operations of such Person;

(xiii) As soon as available, but in any event within thirty (30) days of filing (but in no event by later than November 30 of the calendar year immediately following the year for which such tax returns are filed), a copy of annual income tax returns for each of Holdco and Company;

(xiv) As soon as available but in any event within thirty (30) days after the end of each calendar month, an analysis and report of Debtors' portfolio of Consumer Contracts (including, all Eligible Consumer Contracts) by Vintage, in form and substance reasonably acceptable to Agent; and

(xv) Promptly upon request, such other information concerning the condition or operations, financial or otherwise, of each Obligor, each Guarantor or the Consumer Contracts as Agent may from time to time reasonably request in the exercise of its commercially reasonable discretion.

(b) Compliance with Laws. Each Obligor and Guarantor will comply in material respects with all applicable Consumer Financial Services Laws imposed by any Governmental Authority upon each Obligor and Guarantor, and their respective businesses, operations and properties where the failure to perform or comply could have a Material Adverse Effect, including, but not limited to, the maintenance of the Required Licenses.

(c) Deposit Account Control Agreements. Debtor shall obtain Deposit Account Control Agreements relating to each Collateral Deposit Account with each financial institution holding such accounts.

(d) Payment of Obligations. Debtor and Company will pay its obligations, including tax liabilities, that, if not paid, could become a lien on any of the Collateral and/or Company Collateral, as applicable, before the same shall become delinquent or in default, except where: (i) the validity or amount thereof is being contested in good faith by appropriate proceedings; and (ii) Debtor and/or Company, as applicable, has set aside on its books adequate reserves with respect thereto in accordance with IFRS.

(e) Maintenance and Conduct of Business. Each Obligor and Guarantor will: (i) keep, maintain and preserve all property and assets material to the conduct of its business; and (ii) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, agreements and franchises material to the conduct of its business. In the event that Debtor seeks to include in the Borrowing Base any Consumer Contracts entered into with Consumer Obligors residing in any state other than an Eligible State, prior to the inclusion of such Consumer Contracts in the Borrowing Base, Debtor shall deliver to Agent (A) a certification of Debtor's General Counsel (acceptable to Agent in form and content) which certification shall include: (1) copies of all Required Licenses for such state; (2) copies of the form Consumer Contracts to be used in such state; and (3) a certification that the aforementioned Required Licenses and form Consumer Contracts have been reviewed and approved by Debtor's outside counsel, and that the same are compliant with all Consumer Financial Services Laws, and (B) a regulatory memorandum from outside counsel on any matters requested and in form and substance reasonably required by Agent in connection with the above.

(f) Books and Records; Inspection Rights. Each Obligor will keep proper books of record and account in which full, true and correct entries in all material respects are made of all dealings and transactions in relation to its business and activities. Each Obligor will permit any representatives designated by Lenders or Agent, upon reasonable prior notice (other than during the existence of an Event of Default), to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested but not to exceed two (2) audits per calendar year so long as no Event of Default has occurred and is continuing. In addition to the foregoing, Debtor shall conduct or cause to be conducted such field audits or exams as may be reasonably required by Lenders or Agent with respect to the Consumer Contracts at the expense of Debtor and which shall not exceed (Redacted Competitively Sensitive and Prejudicial Information) on a yearly basis as set forth in Section 8(v)(iii) (unless an Event of Default has occurred and is continuing).

(g) Compliance with Agreements. Each Obligor will comply, in all material respects with all material agreements, contracts and instruments binding on it or affecting the Collateral or the Company Collateral, as applicable, or its business.

(h) Notice of Indebtedness. Each Obligor will promptly inform Agent of the creation, incurrence or assumption by such Obligor of any actual or contingent liabilities not permitted under this Agreement.

(i) Ownership and Liens. Each Obligor will maintain good and indefeasible title to the Collateral or Company Collateral (as the case may be) free and clear of all liens, security interests, encumbrances or adverse claims, except for Permitted Encumbrances. Each Obligor will cause any financing statement or other security instrument with respect to the Collateral or Company Collateral, as applicable, to be terminated, except for Permitted Encumbrances. Each Obligor will defend at its expense the right, title and security interest of Agent (for the benefit of Lenders) in and to the Collateral or Company Collateral (as the case may be) against the claims of any third party.

(j) Intermediate Deposit Account. Debtor shall cause all payments relating to each Consumer Contract to be deposited into an Intermediate Deposit Account and shall hold or cause all payments received in connection with each such Consumer Contract to be held in trust for Agent (for the benefit of Lenders) pending deposit into a Collection Account.

(k) Fundamental Change. Unless required pursuant to changes in applicable law, or by any regulatory body with requisite authority over any Obligor, Obligors will not: (i) make any material change in the nature of its business as carried on as of the date hereof; (ii) liquidate, merge or consolidate with or into any other Person; (iii) make a change in entity type or the jurisdiction in which it is organized; or (iv) permit the transfer of any equity interest in Debtor, without the prior written consent of Agent.

(l) Indebtedness. Obligors will not (without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed) create, incur, assume or permit to exist any Debt except for the following (“Permitted Indebtedness”):

- (i) the Indebtedness created hereunder;
- (ii) unsecured Debt of Debtors that is incurred in the ordinary course of business, not to exceed an aggregate amount for all Debtors of Fifty Thousand and No/100 Dollars (\$50,000.00);
- (iii) trade and vendor payables incurred in the ordinary course of business;
- (iv) any intercompany indebtedness between or among Obligors (collectively,

the “Intercompany Loans”); and

(v) other Debt existing on the Effective Date and set forth in Schedule II hereto.

(m) Loans. Obligor will not make loans or guarantee any obligation of any other Person other than: (i) loans or advances to employees of Debtors not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00) in the aggregate for all Debtors outstanding at any time, including such loans and advances outstanding on the Effective Date; (ii) the Consumer Contracts; and (iii) Intercompany Loans.

(n) Transactions With Affiliates. Obligor will not enter into any transaction, including, without limitation, the purchase, sale or exchange of property or the rendering of any service, with any Guarantor or any Affiliate of an Obligor or Guarantor, except in the ordinary course of business and pursuant to the reasonable requirements of such Obligor’s business and upon fair and reasonable terms no less favorable to such Obligor than would be obtained in a comparable arm’s-length transaction with a Person or entity not an Affiliate of such Obligor, other than Intercompany Loans and payments on or with respect to such Intercompany Loans.

(o) Dividends or Distribution. Obligor and Guarantors will not: (i) declare or pay any dividend or other Distribution, direct or indirect, on account of any equity interest of such Person, now or hereafter outstanding; (ii) make any repurchase, redemption, retirement, defeasance, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any equity interest of such Person, now or hereafter outstanding; (iii) make any payment to retire, or to obtain the surrender of, any outstanding warrants, options or other rights for the purchase or acquisition of shares of any class of equity interest of such Person, now or hereafter outstanding; (iv) return any equity interest to any equity holders of such Person, or make any other Distribution of property, assets, shares of equity interest, warrants, rights, options, obligations or securities thereto as such; or (v) pay any management fees, servicing fees or any other fees or expenses (including the reimbursement thereof by such Person) pursuant to any management, consulting or other services agreement to any of the Affiliates, shareholders or other equity holders of such Person (each, a “Dividend or Distribution Event”), other than:

(i) intercompany payments by Parent to Obligor (including, but not limited to, service fees, management fees, transfers, dividends or distributions, etc.);

(ii) intercompany payments by Obligor to Company and any Guarantor (including but not limited to, service fees, management fees, transfers, dividends or distributions, etc.) from Post-Waterfall Funds;

(iii) any other Dividend or Distribution Event, so long as:

(A) no Default or Event of Default shall have occurred and be continuing, or would result from such Dividend or Distribution Event;

(B) no Overadvance exists or would exist after such Dividend or Distribution Event;

(C) immediately before and after giving pro forma effect to such Dividend or Distribution Event, the Financial Covenants are satisfied; and

(D) the Liquidity Condition, reported on a pro forma basis after giving effect to such Dividend or Distribution Event, shall have been satisfied with respect to such Dividend or Distribution Event.

At least ten (10) days prior to any Dividend or Distribution Event, Obligors shall certify in writing to Agent that all of the conditions provided for in this Section 8(o) in order to give effect to such Dividend or Distribution Event shall have been satisfied, and such certification shall be accompanied by financial statements and calculations in reasonable detail necessary to demonstrate the accuracy of such certification.

(p) Transfer or Encumbrance. Obligors will not: (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral (except for dispositions by Debtor in the ordinary course of business) or the Company Collateral; (ii) create, grant or permit a lien or security interest to exist in any of the Collateral or Company Collateral (other than Permitted Encumbrances) or execute, file or record any financing statement or other security instrument with respect to the Collateral or Company Collateral other than as expressly permitted hereunder; or (iii) deliver actual or constructive possession of any of the Collateral or Company Collateral to any party other than Agent or a collateral agent pursuant to the written agreement of Agent. Debtors will not enter into any control agreement with respect to the post office boxes into which payments relating to a Consumer Contract shall be sent or any of Debtor's depository accounts other than pursuant to a Deposit Account Control Agreement. For greater clarity, Debtor and Company may sell defaulted Consumer Contracts in the ordinary course of business in accordance with the Servicing Standards.

(q) Impairment of Security Interest. Obligors will not take any action that would in any manner impair the enforceability of Agent's security interest in any Collateral or Company Collateral.

(r) Compromise of Collateral. Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business and in accordance with the Servicing Standards; provided, however, this exception shall terminate upon the written notice from Agent of the occurrence an Event of Default until such time as Agent waives such Event of Default in writing. Debtor shall provide to Agent such information concerning: (i) any adjustment, settlement, compromise, amendment or modification of any Collateral; and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Agent may request from time to time in the exercise of its commercially reasonable discretion.

(s) Limitations on Credit and Collection Policies. Debtor will not, unless required by applicable law, make any material change in the Servicing Standards or the Underwriting Guidelines, which change would, based upon the facts and circumstances in existence at such time, reasonably be expected to Material Adverse Effect on the collectability, credit quality or characteristics of the Consumer Contracts, taken as a whole, or the ability of Debtor to perform its obligations with respect to any Consumer Contract or the ability of Agent to exercise any of its rights and remedies, hereunder or under any other Loan Document (without the prior written consent of Agent, which consent shall not be unreasonably withheld, delayed or conditioned). Within ten (10) Business Days of any material amendment or modification of the Servicing Standards or the Underwriting Guidelines, Debtor shall provide Agent with a written copy of such modified Servicing Standards or Underwriting Guidelines.

(t) Subsidiaries; Operating Entities. As of the Effective Date, Obligors have no Subsidiaries other as set forth on Schedule VI. If any Subsidiary of an Obligor is formed or acquired after the Effective Date, Obligors will notify Agent thereof and: (i) Obligors will (if requested by Agent) cause such Subsidiary to guaranty the Indebtedness on terms and conditions acceptable to Agent within five (5) Business Days after such Subsidiary is formed, acquired or becomes operational and promptly take such actions to create and perfect liens on such Subsidiary's assets to secure the Indebtedness as Agent shall request in its commercially reasonable discretion; and (ii) cause the equity interests in such Subsidiary to be pledged to Agent (for the benefit of Lenders) within five (5) Business Days after such Subsidiary is formed or acquired. Obligors shall own one hundred percent (100%) of the stock or equity interests, as

applicable, of any such Subsidiary free and clear of all liens, claims and encumbrances, except for liens in favor of Agent.

(u) Certain Policies and Bond. Parent will at all times maintain an errors and omissions policy with a carrier acceptable to Agent designated for the Credit Facility in the amount of Two Million and No/100 Dollars (\$2,000,000.00) pursuant to which Agent (for the benefit of Lenders) will be named both beneficiary and loss payee. Parent will provide Agent with written evidence of policy renewal and payment of premiums within thirty (30) days of each anniversary of the Effective Date.

(v) Covenants with Respect to a Consumer Contracts. Debtors will (as applicable):

(i) maintain all licenses and permits required by applicable municipal, state and federal laws and/or regulations in connection with a Consumer Contract, including, but not limited to, the Required Licenses, except where the failure to maintain such licenses or permits (other than Required Licenses) could reasonably be expected to have a Material Adverse Effect with respect to the Consumer Contracts;

(ii) maintain operations in a manner materially compliant with all Consumer Financial Services Law and shall provide to Agent a summary of each state or other governmental exam along with a certification by Debtor as to material compliance with Consumer Financial Services Law, such certification to be substantially in the form attached hereto as Exhibit F;

(iii) permit Agent at Debtor's expense up to \$50,000 on a yearly basis to conduct or cause to be conducted an audit no more than two (2) times per calendar year (in each case, unless an Event of Default has occurred and is continuing) and which audit shall certify as to the ongoing material compliance with Consumer Financial Services Law with respect to Consumer Contracts; and

(iv) enter in an agreement with a backup servicing agent (together with its permitted successors, the "Backup Servicer"), such agreement and servicing agent to be acceptable to Agent in the exercise of its commercially reasonable discretion, to service the Consumer Contracts in accordance with the Servicing Standards and all applicable Consumer Financial Services Laws. Agent hereby approves Carmel Solutions as the initial Backup Servicer.

(w) First Payment Default Rate. Debtors shall not permit at any time, the First Payment Default Rate with respect to all Debtors (on a consolidated basis) to be greater than (Redacted Competitively Sensitive and Prejudicial Information) tested on a rolling 3-month average basis as of the last calendar day of each month. As soon as available but in any event within thirty (30) days after the end of each calendar month, Company shall provide to Agent a report with respect to the First Payment Default Rate. For purposes of this covenant, if the Outstanding Principal Balance for all Eligible Consumer Contracts originated by Debtor (on a consolidated basis) that came due for the first time in a given month following the origination of such Eligible Consumer Contracts was (Redacted Competitively Sensitive and Prejudicial Information) and the Outstanding Principal Balance of the Eligible Consumer Contracts originated by Debtor (on a consolidated basis) that came due for the first time, following the origination of such Eligible Consumer Contracts, in a given month, and for which a Consumer Obligor Payment Default occurred by the first due date for such Eligible Consumer Contracts was (Redacted Competitively Sensitive and Prejudicial Information), the First Payment Default Rate would equal (Redacted Competitively Sensitive and Prejudicial Information).

(x) Marginal Default Rate. Debtors shall not permit at any time, the Eligible Consumer Contract Marginal Default Rate of all Debtors (on a consolidated basis) to be greater than (Redacted Competitively Sensitive and Prejudicial Information) tested on a rolling 3-month average basis

as of the last calendar day of each month. As soon as available but in any event within thirty (30) days after the end of each calendar month, Debtor shall provide to Agent a report with respect to the Eligible Consumer Contract Marginal Default Rate.

(y) Collection Rate.

(i) Debtors (on a consolidated basis) shall not permit the Collection Rate for the third (3rd) Collection Period after the Origination Month for any Vintage of Consumer Contracts to be less than (Redacted Competitively Sensitive and Prejudicial Information) tested on a 3-month average basis as of the last calendar day of each month.

(ii) Debtors (on a consolidated basis) shall not permit the Collection Rate for the sixth (6th) Collection Period after the Origination Month for any Vintage of Consumer Contracts to be less than (Redacted Competitively Sensitive and Prejudicial Information) tested on a 3-month average basis as of the last calendar day of each month.

(iii) Debtors (on a consolidated basis) shall not permit the Collection Rate for the ninth (9th) Collection Period after the Origination Month for any Vintage of Consumer Contracts to be less than (Redacted Competitively Sensitive and Prejudicial Information) tested on a 3-month average basis as of the last calendar day of each month.

(z) Recovery Rate. After the sixth (6th) Collection Period from the month in which the first Consumer Obligor Payment Default occurs under the Consumer Contract Documents, Debtors (on a consolidated basis) shall not permit the Recovery Rate (on a cumulative basis) to be less than (Redacted Competitively Sensitive and Prejudicial Information) tested as of the last calendar day of each month. For the purpose of this covenant, if in month zero (0), the Outstanding Principal Balance of all Consumer Contracts, for which a Consumer Obligor Payment Default has occurred and is continuing, (Redacted Competitively Sensitive and Prejudicial Information) and by the end of month six (6) a cumulative of (Redacted Competitively Sensitive and Prejudicial Information) was collected from such Consumer Contracts, then the Recovery Rate would equal (Redacted Competitively Sensitive and Prejudicial Information)

(aa) Tangible Net Worth. Parent will (on a consolidated basis) maintain at all times a Tangible Net Worth equal to not less than twenty-five percent (25.00%) of the sum of, without duplication (i) the outstanding principal balance of the Indebtedness under this Agreement plus (ii) the outstanding principal balance of the Indebtedness under the Unitranche Loan Agreement, (clauses (i) and (ii) are collectively referred to herein as "Consolidated Indebtedness"), tested as of the last calendar day of each month.

(bb) Minimum Liquidity. Parent (on a consolidated basis) shall at all times maintain unencumbered cash and cash equivalents in excess of \$5,000,000.00, tested as of the last calendar day of each month.

(cc) Minimum Liquidity Ratio. Parent (on a consolidated basis) shall at all times maintain a Liquidity Ratio of not less than 1.50 to 1.0, tested as of the last calendar day of each month.

(dd) Maximum Leverage. Parent (on a consolidated basis) shall not permit its Leverage Ratio to any time be greater than 5.00 to 1.0, tested as of the last calendar day of each month.

(ee) Establishment of Collateral Deposit Account. On or before the Effective Date and at all times thereafter, Debtors shall cause each Collateral Deposit Account to be subject to a Deposit Account Control Agreement.

(ff) Instruments and Securities. Subject to Section 8 (hh) hereof, Company will: (a) deliver to Agent immediately upon execution of this Agreement the original certificates constituting Company Collateral; (b) hold in trust for Agent upon receipt and immediately thereafter deliver to Agent any future certificates constituting Company Collateral; and (c) upon Agent's request, deliver to Agent (and thereafter hold in trust for Agent upon receipt and immediately deliver to Agent) any document or certificates representing, evidencing or constituting Company Collateral.

(gg) Stock and Other Ownership Interests.

(i) Changes in Capital Structure of Issuers. Company will not: (A) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Company Collateral to dissolve, liquidate, retire any of its capital stock or other instruments or securities evidencing ownership, reduce its capital or merge or consolidate with any other entity; or (B) vote any of the instruments, securities or other investment property in favor of any of the foregoing.

(ii) Issuance of Additional Securities. Company will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Company Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, other than any intercompany securities issued to Debtors and/or Company at the end of each fiscal year. In the event that any securities are issued to Debtors and/or Company, Debtors and Company shall hold any such security in trust for and for the benefit of Agent, until such security is certificated and pledged to Agent, for the benefit of Lenders, in accordance with this Agreement.

(iii) Registration of Pledged Securities and other Investment Property. After the occurrence of an Event of Default, Company shall cause any registerable Company Collateral to be registered in the name of Agent or its nominee.

(hh) Post-Closing Covenants. Within ten (10) Business Days after the Effective Date, Company will deliver to Agent: (a) the original certificates constituting Company Collateral as set forth on Schedule VII, and (b) transfer powers for all original certificates constituting Company Collateral duly executed by Company in blank.

9. Exercise of Rights in Pledged Securities and other Investment Property. Company will permit Agent or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting and corporate rights relating to the Company Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or investment property in or of a corporation, partnership, joint venture or limited liability company constituting Company Collateral and the Stock Rights as if it were the absolute owner thereof.

10. Rights of Lenders and Agent. Lenders and Agent shall have the rights contained in this Section at all times that this Agreement is effective.

(a) Financing Statements. Each Obligor hereby authorizes Agent (for the benefit of Lenders) to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral and the Company Collateral.

(b) Power of Attorney. So long as the Indebtedness shall be outstanding, each Obligor hereby irrevocably appoints Agent (for the benefit of Lenders) as such Obligor's attorney-in-fact, such

power of attorney being coupled with an interest, with full authority in the place and stead of such Obligor and in the name of such Obligor or otherwise, from time to time following the occurrence and during the continuation of an Event of Default, to take any action and to execute any instrument which Agent may deem necessary or appropriate to accomplish the purposes of this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of omission or commission (other than acts of omission or commission constituting gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction), or for any error of judgment or mistake of fact or law; this power being coupled with an interest is irrevocable until the Loan and other Indebtedness under the Loan Documents are Indefeasibly Paid and all of the Loan Documents are terminated.

(c) Performance by Agent. If any Obligor fails to perform any agreement or obligation provided for in any Loan Document, Agent (for the benefit of Lenders) may perform, or cause performance of, such agreement or obligation, and the expenses of Agent incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Obligors on demand.

(d) Backup Servicing. From and after the occurrence and during the continuation of an Event of Default, Debtor shall (upon the written request of Agent) cause the Backup Servicer to service the Consumer Contracts in accordance with the Servicing Standards and all applicable Consumer Financial Services Laws.

(e) Collection of Consumer Contracts; Management of Collateral. Nothing herein contained shall be construed to constitute Lenders or Agent as agent of any Obligor for any purpose whatsoever (other than to the extent provided in Section 10(b)), and Lenders and Agent shall not be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof (other than from acts of omission or commission constituting gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction). Lenders and Agent shall not, under any circumstance or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the settlement, collection or payment of any of the Consumer Contracts or any instrument received in payment thereof or for any damage resulting therefrom (other than acts of omission or commission constituting gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction). Lenders and Agent, by anything herein or in any assignment or otherwise, do not assume any of the obligations under any contract or agreement assigned to Agent (for the benefit of Lenders) and shall not be responsible in any way for the performance by any Obligor of any of the terms and conditions thereof.

(f) Events of Default. Each of the following shall constitute an “Event of Default” under this Agreement:

(i) Payment Default. The failure, refusal or neglect of any Obligor to pay when due any part of the Indebtedness or other sums owing to Lenders or by such Obligor from time to time within two (2) Business Days of the date such amounts are due.

(ii) Performance or Warranty Default. The failure of any Obligor or Guarantor to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents, other than with respect to a default as set forth in this Section 10(f) or otherwise as expressly set forth in this Agreement, which failure is not cured within fifteen (15) days following the earlier of: (A) discovery by such Obligor or Guarantor of its non-compliance; or (B) upon receipt of written notice from Agent to Company.

(iii) Representations. Any representation contained herein or in any of the other Loan Documents made by an Obligor or Guarantor is false or misleading in any material

respect and such representation shall remain false or misleading in any material respect for a period of fifteen (15) days following the earlier of: (A) discovery by any Obligor or Guarantor that such representation is false or misleading in any material respect; or (ii) upon receipt of written notice from Agent to Company.

(iv) Default Under Other Indebtedness. The occurrence of any event which results in the acceleration of the maturity of any indebtedness for borrowed money in an aggregate principal amount in excess of Fifty Thousand and No/100 Dollars (\$50,000.00) owing by any Obligor, any Guarantor or any of their respective Subsidiaries to any third party under any agreement or understanding.

(v) Insolvency. If any Obligor, any Guarantor or any of their respective Subsidiaries: (i) becomes insolvent; (ii) makes a transfer in fraud of creditors, (iii) makes an assignment for the benefit of creditors, (iv) admits in writing its inability to pay its debts as they become due; (iv) generally is not paying its debts as such debts become due; (v) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of its assets, either in a proceeding brought by it or in a proceeding brought against it and such appointment is not discharged or such possession is not terminated within ninety (90) days after the effective date thereof or it consents to or acquiesces in such appointment or possession; (vi) files a petition for relief under the Bankruptcy Code of the United States of America or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against it under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within ninety (90) days after the filing thereof, or an order for relief naming it is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by it; or (vii) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of it.

(vi) Audit. Any audited financial statement of Debtor or Company shall be qualified in any material manner as determined by Agent in the exercise of its commercially reasonable discretion.

(vii) Judgment. There is entered against any Obligor, any Guarantor or any of their respective Subsidiaries (A) a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding Two Hundred Thousand and No/100 Dollars (\$200,000.00) (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), or (B) a non-monetary final judgment or order that, either individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect and, in either case, (X) enforcement proceedings are commenced by any creditor upon such judgment or order, or (Y) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect.

(viii) Action Against Collateral. The Collateral or the Company Collateral or any material portion thereof (as determined by Agent in its sole discretion) is taken on execution or other process of law in any action.

(ix) Action of Lien Holder. The holder of any lien or security interest on any of the Collateral or the Company Collateral (without hereby implying the consent of Lenders or Agent to the existence or creation of any such lien or security interest on the Collateral or the Company Collateral), declares a default thereunder or institutes foreclosure or other proceedings

for the enforcement of its remedies thereunder.

(x) Material Adverse Effect. Any event shall have occurred or is continuing which shall have had a Material Adverse Effect.

(xi) Default. Company or Debtor shall default in the performance of any obligation which would have a Material Adverse Effect (as determined by Agent in its sole discretion), which default is not cured within five (5) Business Days following the earlier of: (A) discovery by any Obligor or Guarantor of such default; or (ii) upon receipt of written notice from Agent to Company.

(xii) Loan Documents. The Loan Documents shall at any time after their execution and delivery and for any reason cease (A) to create a valid and perfected first (1st) priority security interest in and to the Collateral owned by Debtor (subject only to the Permitted Encumbrances) of the Company Collateral owned by Company (subject only to Permitted Encumbrances); or (2) to be in full force and effect or shall be declared null and void, or (B) the validity of enforceability hereof shall be contested by any Obligor, any Guarantor or any other Person party thereto.

(xiii) Ownership of Debtor. Company shall not be the record or beneficial owner of one hundred percent (100.00%) of the equity interests of Debtor.

(xiv) Dissolution of Certain Persons or Other Events. Any Obligor or Guarantor shall have been dissolved, liquidated, or merged or consolidated with or into any other Person without the prior written consent of Agent.

Nothing contained in this Agreement shall be construed to limit the events of default enumerated in any of the other Loan Documents and all such events of default shall be cumulative.

11. Remedies and Related Rights. If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the Loan Documents or otherwise available to Lenders or Agent, Agent (at the direction of the Required Lenders), may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. Upon the occurrence of any one or more of the foregoing Events of Default, further Advances under the Loan Documents shall automatically cease, the entire unpaid balance of principal of the Credit Facility, together with all accrued but unpaid interest thereon, and all other Indebtedness owing to Lenders or Agent by Debtor at such time shall (subject to Section 29(b)), become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by each Obligor and Guarantor; provided, however, concurrently and automatically with the occurrence of an Event of Default under Section 10(f)(v) further Advances under the Loan Documents shall automatically cease, the Indebtedness at such time shall, without any action by Agent, become due and payable, without further notice, demand, presentation, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest or notice of protest of any kind, all of which are expressly waived by each Obligor and Guarantor. All rights and remedies of Lenders and Agent set forth in this Agreement and in any of the other Loan Documents may also be exercised by Agent, at its option to be exercised in its sole discretion, upon the occurrence of an Event of Default, and not in substitution or diminution of any rights now or hereafter held by Lenders or Agent under the terms of any other agreement.

(b) Other Remedies. Subject to any requirements of Section 29(b), Agent may from time to time at its discretion, without limitation and without notice except as expressly provided in any of

the Loan Documents:

- (i) exercise in respect of the Collateral and the Company Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral or Company Collateral);
- (ii) require Debtor, and Debtor hereby agrees that it will at its expense and upon request of Agent, assemble the Collateral and Company Collateral as directed by Agent and make it available to Agent at a place to be designated by Agent which is reasonably convenient to both parties;
- (iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;
- (iv) to the extent not prohibited by applicable Consumer Financial Services Laws and privacy laws, sell or otherwise dispose of, at its office, on the premises of any Obligor or elsewhere, the Collateral and Company Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral and Company Collateral shall not exhaust Agent's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral and Company Collateral has been sold or disposed of or until the Indebtedness has been Indefeasibly Paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral or Company Collateral;
- (v) buy the Collateral and Company Collateral, or any portion thereof, at any public sale;
- (vi) buy the Collateral or Company Collateral, or any portion thereof, at any private sale if the Collateral or Company Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;
- (vii) apply for the appointment of a receiver for the Collateral and Company Collateral, and each Obligor hereby consents to any such appointment; and
- (viii) at its option, retain the Collateral and Company Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Lenders are entitled to do so under the Code or otherwise.

Each Obligor agrees that in the event such Person is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral or Company Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such Person's address set forth on the signature page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral or Company Collateral is to be held. Agent shall not be obligated to make any sale of Collateral or Company Collateral regardless of notice of sale having been given. Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) Application of Proceeds. If any Event of Default shall have occurred, Agent and Lenders may at Agent's discretion, apply or use any cash held by Agent or Lenders as Collateral, and any cash proceeds received by Lenders and Agent in respect of any sale or other disposition of, collection from,

or other realization upon, all or any part of the Collateral or Company Collateral as follows in such order and manner as Agent may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lenders or Agent in connection with (1) the administration of the Loan Documents, (2) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral and Company Collateral, and (3) the exercise or enforcement of any of the rights and remedies of Lenders or Agent hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral or Company Collateral which have priority over the security interest of Agent (for the benefit of Lenders);

(iii) to the satisfaction of the Indebtedness;

(iv) to the payment of any other amounts required by applicable law; and

(v) by delivery to Debtor, Company or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(d) License. Agent is hereby granted a limited license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, software, proprietary code, software programs, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral; provided, that such use in accordance with applicable laws. The limited license granted by this Section shall expire upon the Indebtedness being Indefeasibly Paid and the termination of this Agreement.

(e) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral and Company Collateral by Agent are insufficient to pay all amounts to which Lenders and Agent are legally entitled, each Obligor and Guarantor shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents.

(f) Non-Judicial Remedies. In granting to Agent and Lenders the power to enforce their rights hereunder without prior judicial process or judicial hearing, each Obligor and Guarantor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Agent or Lenders to enforce their rights by judicial process. Each Obligor and Guarantor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Lenders, Agent such Obligor or Guarantor from resorting to judicial process at either party's option.

(g) Other Recourse. Each Obligor and Guarantor waives any right to require Agent or Lenders to proceed against any third party, exhaust any Collateral or Company Collateral or other security for the Indebtedness, or to have any third party joined with such Person in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Lenders or Agent. Each Obligor and Guarantor further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Each Obligor and Guarantor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been Indefeasibly Paid, no Obligor and/or Guarantor shall have any right of

subrogation and each such Person waives the right to enforce any remedy which Lenders or Agent have or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Lenders or Agent. Each Obligor and Guarantor authorizes Lenders or Agent, and without notice or demand and without any reservation of rights against such Person and without affecting such Person's liability hereunder or on the Indebtedness to: (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property; (ii) apply such other property and direct the order or manner of sale thereof as Lenders or Agent may in their discretion determine; (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness; (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party; and (v) release or substitute any third party.

(h) No Waiver; Cumulative Remedies. No failure on the part of Lenders or Agent to exercise, no delay in exercising and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by law.

(i) Equitable Relief. Each Obligor and Guarantor recognizes that in the event any such Person fails to pay, perform, observe, or discharge any or all of the Indebtedness or obligations hereunder, any remedy at law may prove to be inadequate relief to Agent and Lenders. Each Obligor and Guarantor therefore agrees that Agent, if Lenders so request, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

12. Indemnity. Each Obligor and Guarantor hereby indemnifies and agrees to hold harmless Lenders, Agent, and their officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with the Loan Documents, the Indebtedness, the Collateral or the Company Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). **WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO ANY CLAIMS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH AND/OR ANY OTHER INDEMNIFIED PERSON, EXCEPT TO THE LIMITED EXTENT THE CLAIMS AGAINST AN INDEMNIFIED PERSON ARE PROXIMATELY CAUSED BY SUCH INDEMNIFIED PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A FINAL, NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION.** If any Obligor, Guarantor or any third party ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as: (a) a court of competent jurisdiction enters a final, non-appealable judgment as to the extent and effect of the alleged gross negligence or willful misconduct; or (b) each Lender and Agent expressly agree in writing with such Person that such Claim is proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and continue to benefit each individual or entity that is or has at any time been an Indemnified Person hereunder.

13. Confidentiality. Agent and Lenders agree to maintain the confidentiality of the Information, except that the Information may be disclosed: (a) to its Affiliates and to its and its Affiliates'

respective partners, directors, officers, employees, agents, attorneys, accountants, advisors, debt and equity sources and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of the Information and instructed to keep the Information confidential); (b) to the extent required by any regulatory authority purporting to have jurisdiction over it; (c) to the extent required by applicable laws or regulations, or by any subpoena or similar legal process; (d) to any other party to this Agreement or to Backup Servicer; (e) in connection with the exercise of any remedies under this Agreement or under any other Loan Document, or any action or proceeding relating to this Agreement or any other Loan Document, or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement; (g) with the consent of the parties hereto; or (h) to the extent the Information becomes publicly available other than as a result of a breach of this Section, or (ii) becomes available to Agent, any Lender, or any of their respective Affiliates on a non-confidential basis from a source other than any Obligor or Guarantor. Any Person required to maintain the confidentiality of the Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of the Information as such Person would accord to its own confidential information. Each of Agent and Lenders acknowledges that: (x) the Information may include material non-public information concerning such Obligor or Guarantor, as the case may be; (y) it has developed compliance procedures regarding the use of material non-public information; and (z) it will handle such material non-public information in accordance with applicable law. Nothing contained in this Section is intended to limit or restrict the ability of Agent or Lenders to: (i) enter into any business relationship with another Person who may be engaged in the same or similar business as such Obligor or Guarantor; or (ii) to directly or indirectly engage in the business of consumer lending; provided, that Agent and/or Lenders shall not use the Information to the detriment of any Obligor or Guarantor.

14. Limitation of Liability and Releases. As a material inducement to Agent and Lenders to enter into this Agreement and to grant the Loan to Debtors, all in accordance with and subject to the terms and conditions of the Loan Documents, each Obligor, each Guarantor and their respective successors and assigns do hereby remise, release, acquit, satisfy and forever discharge Lenders and Agent, and all of the past, present and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors and assigns of Lenders and Agent from any and all manner of debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, arguments, liabilities, obligations, expenses, damages, judgments, executions, actions, claims, demands and causes of action of any nature whatsoever, whether at law or in equity, either now accrued or hereafter maturing or whether known or unknown, which such Person now has or hereafter can, shall or may have by reason of any manner, cause or things, from the Effective Date to and including the date on which all Indebtedness of Debtor under the Loan Documents is Indefeasibly Paid and satisfied, including specifically, but without limitation, matters arising out of, in connection with or related to any and all obligations owed or owing to Lenders or Agent under the Loan Documents, or the Indebtedness evidenced and secured thereby. Notwithstanding anything in this Agreement or the other Loan Documents to the contrary (including, without limitation, Section 12 of this Agreement), in no event will Lenders and Agent be liable to any Obligor, Guarantor or any of their respective Affiliates for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses.

15. No Duty. All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Lenders or Agent shall have the right to act exclusively in the interest of Lenders or Agent and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to any Obligor, Guarantor or any equity holders of any Obligor or any Guarantor or any other Person. Documents in connection with the transactions contemplated hereunder have been prepared by Jackson Walker LLP ("Agent's Counsel"). Each Obligor and Guarantor acknowledges and

understands that as counsel for Agent, Agent's Counsel is acting solely as counsel to Agent in connection with the transaction contemplated herein, is not representing any Obligor or Guarantor in connection therewith, and has not, in any manner, undertaken to assist or render legal advice to any Obligor or Guarantor with respect to this transaction. Each Obligor and Guarantor has been advised to seek other legal counsel to represent its interests in connection with the transactions contemplated herein.

16. Waiver and Agreement. No waiver of any provision in this Agreement or in any of the other Loan Documents and no departure by any Obligor or Guarantor therefrom shall be effective unless the same shall be in writing and signed by Agent, and then shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing. No modification or amendment to this Agreement or to any of the other Loan Documents shall be valid or effective unless the same is signed by the party against whom it is sought to be enforced.

17. Benefits. This Agreement shall be binding upon and inure to the benefit of Lenders, Agent, Obligors and Guarantors, and their respective successors and assigns; provided, however, that no Obligor or Guarantor may, without the prior written consent of Agent, assign any rights, powers, duties or obligations under this Agreement or any of the other Loan Documents.

18. Notices. All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by: (a) personal delivery; (b) expedited delivery service with proof of delivery; or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the signature page hereof and shall be deemed to have been received either, in the case of personal delivery, as of the time of personal delivery, in the case of expedited delivery service, as of the time of the expedited delivery and in the manner provided herein, or in the case of mail, upon the third day after deposit in a depository receptacle under the care and custody of the United States Postal Service. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States and Canada by notice to the other party of such new address. Copies of any notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement and delivered to Agent shall be delivered to Agents unless Debtor has received the consent of all Agents.

19. Construction; Venue; Service of Process. THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARDS TO THE PRINCIPLES OF CONFLICTS OF LAWS, AND SHALL BE PERFORMABLE BY THE PARTIES HERETO IN DALLAS, TEXAS (THE "VENUE SITE"). Any action or proceeding against any Obligor or Guarantor under or in connection with any of the Loan Documents may be brought in any state or federal court within the Venue Site. Each Obligor and Guarantor hereby irrevocably: (a) submits to the nonexclusive jurisdiction of such courts; and (b) waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum. Each Obligor and Guarantor agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with the provisions in this Agreement. Nothing in any of the other Loan Documents shall affect the right of Lenders or Agent to serve process in any other manner permitted by law or shall limit the right of Lenders or Agent to bring any action or proceeding against any Obligor and Guarantor or with respect to any of the Collateral or Company Collateral in courts in other jurisdictions. Any action or proceeding by any Obligor or Guarantor against Lenders or Agent shall be brought only in a court located in the Venue Site.

20. Invalid Provisions. If any provisions of the Loan Documents are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of the Loan Documents shall remain in full force and effect and shall not be affected by the

illegal, invalid or unenforceable provision or by its severance.

21. Expenses. Debtor and Company (jointly and severally) shall pay all reasonable costs and expenses (including, without limitation, reasonable out of pocket attorneys' fees) in connection with: (a) the drafting and execution of the Loan Documents and the transactions contemplated therein and the due diligence of Agent and Lenders; (b) any action required in the course of administration of the indebtedness and obligations evidenced by the Loan Documents; and (c) any action in the enforcement of the rights of Lenders or Agent upon the occurrence of a Default or an Event of Default.

22. Conflicts. Except as otherwise expressly provided in the Note, in the event any term or provision of this Agreement is inconsistent with or conflicts with any provision of the other Loan Documents, the terms and provisions contained in this Agreement shall be controlling.

23. Counterparts. The Loan Documents may be separately executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same instrument.

24. Survival. All representations and warranties made in the Loan Documents or in any document, statement, or certificate furnished in connection with this Agreement shall survive the execution and delivery of the Loan Documents, and no investigation by Lenders or Agent or any closing shall affect the representations and warranties or the right of Lenders or Agent to rely upon them.

25. Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY LENDERS OR AGENT IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THE LOAN DOCUMENTS.

26. Patriot Act Notice. Agent hereby notifies each Obligor and Guarantor that pursuant to the requirements of Section 326 of the USA Patriot Act of 2001, 31 U.S.C. §5318 (the "Act"), that Agent is required to obtain, verify and record information that identifies each Obligor and Guarantor, which information includes the name and address of each Obligor and Guarantor and other information that will allow such Agent to identify each Obligor and Guarantor in accordance with the Act.

27. Regulation B—Notice of Joint Intent. If Obligors and Guarantors are more than one (1) Person, Federal Regulation B (Equal Credit Opportunity Act) requires Lenders and Agent to obtain evidence of such Person's intention to apply for joint credit. Such Person's signature below shall evidence such intent. Such Person's intent shall apply to future related extensions of joint credit and joint guaranty.

28. Modification or Early Termination for Regulatory or Other Reasons. In the event any Governmental Authority having jurisdiction over Lenders ever directs a Lender to modify, curtail or discontinue providing the Loan, or to terminate this Agreement, Debtor and such Lender shall work together, in good faith, to effect such modification, curtailment, discontinuance or termination as soon as reasonably practical; provided, however, no such action shall operate to change the economic bargain between the parties, as set forth herein. Lenders may terminate this Agreement on not less than thirty (30) days prior written notice in the event: (a) of administrative or regulatory action by a Governmental Authority with respect to the transactions contemplated by this Agreement which would reasonably be expected to have a Material Adverse Effect; or (b) a Governmental Authority has taken action with respect to any Debtor or industry practices with respect to the origination of Consumer Contracts that Lenders or Agent, in the exercise of their commercially reasonable discretion, believe will adversely impact Lenders, Debtors, or Company, such industry practices, or the ongoing viability of the relationship.

29. Agent.

(a) Appointment, Powers and Immunities. Each Lender hereby irrevocably appoints and authorizes Agent to act as its agent hereunder and the other Loan Documents with such powers as are specifically delegated to Agent by the terms hereof and thereof, together with such other powers as are reasonably incidental thereto. Agent (which such term as used in this Section, shall, in each case, include reference to its Affiliates and its own and its Affiliates' officers, directors, employees' and agents): (i) shall not have duties or responsibilities except those expressly set forth in this Agreement and the other Loan Documents, and shall not by reason of this Agreement or any other Loan Document be a trustee for any Lender; (ii) shall not be responsible to any Lender for any recitals, statements, representations or warranties contained in this Agreement or any other Loan Document, or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or any other Loan Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or any other certificate or document referred to or provided for herein or therein or any property covered thereby or for any failure by any other Person (other than Agent) to perform any of its obligations hereunder or thereunder; (iii) shall not be required to initiate or conduct any litigation or collection proceedings hereunder or any other Loan Document except to the extent requested by the Required Lenders; provided, that Agent shall not be required to take any action which exposes Agent to personal liability or which is contrary to this Agreement or any other Loan Documents or applicable law; and (iv) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other Loan Document or any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction. Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by them with reasonable care. In any foreclosure or similar proceeding concerning any collateral for the Note, each holder of a Note if bidding for its own account or for its own account and the accounts of other Lenders is prohibited from including in the amount of its bid an amount to be applied as a credit against its Note or the Notes of the other Lenders, instead such holder must bid in cash only. However, in any such foreclosure proceeding, Agent may (but shall not be obligated to) submit a bid for all Lenders (including itself) in the form of a credit against the Notes of all of Lenders, and Agent or its designee may (but shall not be obligated to), with the consent of the Required Lenders, accept title to such collateral for and on behalf of all Lenders.

(b) Unanimous Lender Approval shall be required for any of the following:

(i) any action to delay, defer or decline to exercise remedies under this Agreement or other Loan Documents following the occurrence of a payment default under Section 10(f)(i);

(ii) amendment, modification or waiver of this Agreement or the other Loan Documents or other action that releases or reduces the liability of any Debtor, extends the Maturity Date, modifies the Rate, modifies the Borrowing Base, increases Lenders' commitment amount or releases any Collateral or Company Collateral (except as expressly contemplated under this Agreement);

(iii) amendment, modification or waiver of this Agreement or the other Loan Documents that modifies this Section 29(b) or any other provision herein or in any other Loan Document which by the terms thereof expressly requires Unanimous Lender Approval;

(iv) amendment, modification or waiver of this Agreement or the other Loan Documents that changes the definitions of Required Lenders or Unanimous Lender Approval, and

(v) consent to any change of Control under Section 8(t).

(c) Intentionally Omitted.

(d) Reliance. Agent shall be entitled to rely upon any certification, notice or other communication (including any thereof by telephone, telex, telegram or cable) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel (which may be counsel for Debtors), independent accountants and other experts selected by Agent. As to any matters not expressly provided for by this Agreement or any other Loan Document, Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder and thereunder in accordance with instructions of the Required Lenders or, where applicable, Unanimous Lender Approval, and any action taken or failure to act pursuant thereto shall be binding on all of Lenders.

(e) Defaults. Agent shall not be deemed to have knowledge of the occurrence of a Default or Event of Default (other than the non-payment of principal of or interest on Loans or nonpayment of fees and other sums payable hereunder or under any other Loan Documents) unless it has received notice from a Lender or Debtor specifying such Default or Event of Default and stating that such notice is a "Notice of Default." In the event that Agent receives such a notice of the occurrence of a Default or Event of Default, Agent shall give prompt notice thereof to Lenders (and shall give each Lender prompt notice of each such non-payment). Agent shall take such action with respect to such Default or Event of Default as shall be directed by the Required Lenders or by Unanimous Lender Approval, as applicable, and within its rights under the Loan Documents and at law or in equity; provided, that, unless and until Agent shall have received such directions, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, permitted or within its rights under any of the Loan Documents or under applicable law with respect to such Default or Event of Default.

(f) Rights as a Lender. With respect to its Commitment and the Loan, Agent (if Agent is a Lender hereunder) shall have the same rights and powers hereunder as any other Lender and may exercise the same as though it were not acting as Agent, and the term "Lender" or "Lenders" shall, unless the context otherwise indicates, include Agent in its individual capacity. Agent may (without having to account therefor to any Lender) accept deposits from, lend money to and generally engage in any kind of banking, trust, letter of credit, agency or other business with any Obligor or Guarantor (and any of their respective Affiliates) as if it were not acting as Agent, and Agent may accept fees and other consideration from such for services in connection with this Agreement or otherwise without having to account for the same to Lenders.

(g) Indemnification. Lenders agree to indemnify Agent (to the extent not reimbursed under Section 12), ratably in accordance with their respective Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever (**INCLUDING THE CONSEQUENCES OF THE NEGLIGENCE OF SUCH INDEMNIFIED PERSON, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON AS DETERMINED BY A FINAL, NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION**) which may be imposed on, incurred by or asserted against Agent in any way relating to or arising out of this Agreement or any other Loan Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (including the costs and expenses which Debtors are obligated to pay hereunder) or the enforcement of any of the terms hereof or thereof or of any such other documents. The obligations of Lenders under this Section shall survive the termination of this Agreement and the repayment of the Indebtedness arising in connection with this Agreement.

(h) Non-Reliance on Agent and Other Lenders. Each Lender agrees that it has received current financial information with respect to the Obligors and Guarantors and that it has

independently and without reliance on Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Obligors and Guarantor and decision to enter into this Agreement and that it will, independently and without reliance upon Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Loan Documents. Agent shall not be required to keep itself informed as to the performance or observance by any Person of this Agreement or any of the other Loan Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of Obligors and Guarantors. Except for notices, reports and other documents and information expressly required to be furnished to Lenders by Agent under the Loan Documents, Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Obligors or Guarantors (or any of their respective Affiliates) which may come into the possession of Agent.

(i) Failure to Act. Except for action expressly required of Agent hereunder and under the other Loan Documents, Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction by Lenders of their indemnification obligations under this Section hereof against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(j) Resignation of Agent. Subject to the appointment and acceptance of a successor Agent as provided below, Agent may resign at any time by giving notice thereof to Lenders and Company. Upon any such resignation, the Required Lenders shall have the right to appoint a successor Agent with the consent of Debtors and Company so long as no Event of Default has occurred and is continuing (such consent not to be unreasonably withheld, conditioned or delayed). If no successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of Lenders, appoint a successor Agent with the consent of Debtors and Company so long as no Event of Default has occurred and is continuing (such consent not to be unreasonably withheld, conditioned or delayed). Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. Such successor Agent shall promptly specify by notice to Company and Lenders its office for the purpose of any notices. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

30. Benchmark Replacement Setting.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, Agent and Company may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (Dallas, Texas time) on the fifth (5th) Business Day after Agent has posted such proposed amendment to all affected Lenders and Company so long as Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 30(a) will occur prior to the applicable Benchmark Transition Start Date.

(b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other

Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. Agent will promptly notify Company and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Agent will notify Company and Lenders of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 30(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Agent, or, if applicable, any Lender (or group of Lenders) pursuant to this Section 30 including any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 30.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

31. Participation or Sale of the Loans. Subject to the terms of the definition of “Eligible Assignee”, each Obligor and Guarantor agree that Lenders may, at their option, sell, participate or assign interests in the Loan and their rights under this Agreement and the other Loan Documents to an Eligible Assignee. In connection with each such sale, Lenders may disclose any financial and other information available to Lenders concerning any Obligor or Guarantor to each Eligible Assignee subject to obtaining a confidentiality agreement substantially similar to the confidentiality provisions set forth herein with such Eligible Assignee prior to disclosing such Person’s confidential information.

32. Acknowledgment of Agent and Lenders Relating to Collateral and Company Collateral. Notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents, Agent and Lenders hereby expressly acknowledge that the exercise of their rights under this Agreement and the other Loan Documents may be subject at all times to all applicable laws and regulations, including without limitation, Consumer Financial Services Laws. The acknowledgment set forth in this Section are expressly agreed by each Obligor and Guarantor not to be a contractual restraint on the ability of Agent and Lenders in their rights under this Agreement or the other Loan Documents.

33. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL

AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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AGENT AND LENDER:

VERITEX COMMUNITY BANK

By: *Laura Kelly (Sgd.)*

Name: Laura Kelly

Title: Vice President

Address for Notice:

Veritex Community Bank
8214 Westchester Drive, Suite 700

Dallas, Texas 75225

Attn: Laura Kelly

DEBTOR:

MONEYKEY – DE, INC.

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

MONEYKEY – ID, INC.

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

MONEYKEY – KS, INC.

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

MONEYKEY – MS, INC.

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

MONEYKEY – MO, INC.

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

Address for Notice:

69 Yonge Street, Suite 1500
Toronto, Ontario, Canada M5E 1K3
Attn: Clive Kinross

MONEYKEY – TN, INC.

By: Clive Kinross (Sgd.)

Name: Clive Kinross

Title: President & CEO

MONEYKEY – TX, INC.

By: Clive Kinross (Sgd.)

Name: Clive Kinross

Title: President & CEO

MONEYKEY – UT, INC.

By: Clive Kinross (Sgd.)

Name: Clive Kinross

Title: President & CEO

MONEYKEY – WI, INC.

By: Clive Kinross (Sgd.)

Name: Clive Kinross

Title: President & CEO

COMPANY:

2262011 ONTARIO HOLDINGS, INC.

By: Clive Kinross (Sgd.)

Name: Clive Kinross

Title: President & CEO

Address for Notice:

69 Yonge Street, Suite 1500
Toronto, Ontario, Canada M5E 1K3
Attn: Clive Kinross

SCHEDULE I
EXISTING LIENS

None.

SCHEDULE II
OTHER DEBT

None.

SCHEDULE III
COMMITMENTS

Lender	Commitment	Commitment Percentage
Veritex Community Bank	\$15,000,000.00	100%
TOTAL	\$15,000,000.00	100%

SCHEDULE IV
REQUIRED LICENSES

(Redacted Competitively Sensitive and Prejudicial Information)

SCHEDULE V
COMPANY COLLATERAL

(Redacted Competitively Sensitive and Prejudicial Information)

SCHEDULE VI
SUBSIDIARIES

Name of Subsidiary	Licensed State
MoneyKey – DE, INC.	Delaware
MoneyKey – ID, Inc.	Idaho
MoneyKey – KS, Inc.	Kansas
MoneyKey – MS, Inc.	Mississippi
MoneyKey – MO, Inc.	Missouri
MoneyKey – TN, Inc.	Tennessee
MoneyKey – TX, Inc.	Texas
MoneyKey – UT, Inc.	Utah
MoneyKey – WI, Inc.	Wisconsin

SCHEDULE VII
POST-CLOSING COVENANT CERTIFICATES

(Redacted Competitively Sensitive and Prejudicial Information)

EXHIBIT A
FORM OF ASSIGNMENT AND ASSUMPTION

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this “Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]¹ Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]² Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]³ hereunder are several and not joint.]⁴ Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including any guarantees included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

2. Assignee[s]: _____

¹ For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

² For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

³ Select as appropriate.

⁴ Include bracketed language if there are either multiple Assignors or multiple Assignees.

[Assignee is an [Affiliate][Approved Fund] of [*identify Lender*]]

3. Debtor: **MONEYKEY - DE, INC.**, a Delaware corporation;
MONEYKEY - ID, INC., a Delaware corporation;
MONEYKEY - KS, INC., a Delaware corporation;
MONEYKEY - MO, INC., a Delaware corporation;
MONEYKEY - MS, INC., a Delaware corporation;
MONEYKEY - TN, INC., a Delaware corporation;
MONEYKEY - TX, INC., a Delaware corporation;
MONEYKEY - UT, INC., a Delaware corporation;
MONEYKEY - WI, INC., a Delaware corporation; and
certain other Subsidiaries of **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation (“Company”) who are parties thereto from time to time
4. Agent: **VERITEX COMMUNITY BANK**, a Texas state chartered bank
5. Loan Agreement: The Loan and Security Agreement dated April [22], 2025, by and among Debtors, Company, the Lenders party thereto, and Agent
6. Assigned Interest[s]:

Assignor[s] ⁵	Assignee[s] ⁶	Aggregate Amount of Commitment/ Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/ Loans
		\$	\$	%
		\$	\$	%

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

⁵ List each Assignor, as appropriate.

⁶ List each Assignee, as appropriate.

Effective Date: _____, 20____ [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]⁷

[NAME OF ASSIGNOR]

By: _____
Name: _____
Title: _____

ASSIGNEE[S]⁸

[NAME OF ASSIGNEE]

By: _____
Name: _____
Title: _____

⁷ Add additional signature blocks as needed.

⁸ Add additional signature blocks as needed.

[Consented to and]⁹ Accepted:

[NAME OF AGENT],
as Agent

By: _____

Name: _____

Title: _____

[Consented to:]¹⁰

[NAME OF RELEVANT PARTY]

By: _____

Name: _____

Title: _____

⁹ To be added only if the consent of Agent is required by the terms of the Loan Agreement.

¹⁰ To be added only if the consent of Borrower or other parties (e.g., Swingline Lender, Issuing Bank) is required by the terms of the Credit Agreement.

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR ASSUMPTION

1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assumption and to consummate the transactions contemplated hereby and (iv) it is not currently in default under its obligations under the Loan Agreement or any other Loan Document; and (b) it assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Debtor, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by Debtor, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under the Loan Agreement (subject to such consents, if any, as may be required thereunder), (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to the Loan Agreement, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assumption and to purchase [the][such] Assigned Interest, and (vi) it has, independently and without reliance upon Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assumption and to purchase [the][such] Assigned Interest; and (b) agrees that (i) it will, independently and without reliance on Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts that have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts that have accrued from and after the Effective Date. Notwithstanding the foregoing, Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

3. General Provisions. This Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assumption by telecopy shall be effective as delivery of a manually

executed counterpart of this Assumption. This Assumption shall be governed by, and construed in accordance with, the law of the State of Texas.

EXHIBIT B
FORM OF BORROWING BASE CERTIFICATE

BORROWING BASE CERTIFICATE

DATE: [_____, 20__]

Pursuant to that certain **LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, this “Agreement”) dated as of April 22, 2025 (“Effective Date”), will serve to set forth the terms of the Credit Facility (as defined below) between and among (a) **VERITEX COMMUNITY BANK**, a Texas state chartered bank (in its capacity as agent for the Lenders, together with its successors and assigns, “Agent”); (b) lenders who are party hereto from time to time (and together with their successors and assigns, individually, a “Lender” and collectively, “Lenders”); (c) **MONEYKEY - DE, INC.**, a Delaware corporation (“DE”); (d) **MONEYKEY - ID, INC.**, a Delaware corporation (“ID”); (e) **MONEYKEY - KS, INC.**, a Delaware corporation (“KS”); (f) **MONEYKEY - MS, INC.**, a Delaware corporation (“MS”); (g) **MONEYKEY - MO, INC.**, a Delaware corporation (“MO”); (h) **MONEYKEY - TN, INC.**, a Delaware corporation (“TN”); (i) **MONEYKEY - TX, INC.**, a Delaware corporation (“TX”); (j) **MONEYKEY - UT, INC.**, a Delaware corporation (“UT”); (k) **MONEYKEY - WI, INC.**, a Delaware corporation (“WI”); (l) certain other Subsidiaries of Company who are parties hereto from time to time (each, a “Subsidiary Debtor” and together with DE, ID, KS, MS, MO, TN, TX, UT and WI, jointly and severally, “Debtor”); and (m) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation (“Company”), Company and hereby represent and warrant to Lenders and Agent that the information set forth below is true and correct as of that date, calculated in accordance with IFRS, consistently applied (unless otherwise provided) (capitalized terms below have the meanings assigned in the Loan Agreement):

1. **Borrowing Base.** Debtor and Company represents to Agent and Lenders that the following information regarding the Borrowing Base in the attached Exhibit A to this Borrowing Base Certificate is true and correct.

2. **Certification.** The undersigned officer hereby certifies on behalf of each Obligor that as of the date hereof: (a) each Obligor is in compliance with all covenants set forth in this the Loan Agreement and the other Loan Documents; (b) all representations and warranties under the Loan Agreement and the other Loan Documents are true and correct (unless such representation or warranty is expressly made as of a specific date), and after giving effect to the making of such requested Advance, will be true and correct as of the date on which such Advance is made; (c) no Event of Default or Default, has occurred and is continuing; (d) all applicable conditions to the making of the requested Advance as set forth in the Loan Agreement have been satisfied as of the date hereof; (e) the proceeds of the Advance will only be used only for the Permitted Uses; (f) no event has occurred and is continuing which could reasonably be expect to have a Material Adverse Effect; (g) all of the information contained in such other documents as Agent or Lenders have or may reasonably request in connection herewith, are true, complete and accurate in all respects as of the date hereof; and (h) Debtor is and will be after the Advance requested pursuant to this Certificate will be Solvent. The Loan Documents are acknowledged, ratified, confirmed, and agreed by each Obligor party thereto to be valid, subsisting, and binding obligations. Each Obligor agrees that there is no right to set off or defense to payment of the Indebtedness.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED as of the date written above.

COMPANY:

2262011 ONTARIO HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
TO
BORROWING BASE CERTIFICATE

(See Attached)

EXHIBIT C
FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST

DATE: [_____, 20__]

Pursuant to that certain **LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, this "Agreement") dated as of April 22, 2025 ("Effective Date"), will serve to set forth the terms of the Credit Facility (as defined below) between and among (a) **VERITEX COMMUNITY BANK**, a Texas state chartered bank (in its capacity as agent for the Lenders, together with its successors and assigns, "Agent"); (b) lenders who are party hereto from time to time (and together with their successors and assigns, individually, a "Lender" and collectively, "Lenders"); (c) **MONEYKEY - DE, INC.**, a Delaware corporation ("DE"); (d) **MONEYKEY - ID, INC.**, a Delaware corporation ("ID"); (e) **MONEYKEY - KS, INC.**, a Delaware corporation ("KS"); (f) **MONEYKEY - MS, INC.**, a Delaware corporation ("MS"); (g) **MONEYKEY - MO, INC.**, a Delaware corporation ("MO"); (h) **MONEYKEY - TN, INC.**, a Delaware corporation ("TN"); (i) **MONEYKEY - TX, INC.**, a Delaware corporation ("TX"); (j) **MONEYKEY - UT, INC.**, a Delaware corporation ("UT"); (k) **MONEYKEY - WI, INC.**, a Delaware corporation ("WI"); (l) certain other Subsidiaries of Company who are parties hereto from time to time (each, a "Subsidiary Debtor" and together with DE, ID, KS, MS, MO, TN, TX, UT and WI, jointly and severally, "Debtor"); and (m) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation ("Company"), Company hereby requests a disbursement from the Collection Account in the amount of:

\$ _____

The undersigned officer hereby certifies on behalf of each Obligor that as of the date hereof: (a) each Obligor is in compliance with all covenants set forth in this the Loan Agreement and the other Loan Documents; (b) all representations and warranties under the Loan Agreement and the other Loan Documents are true and correct (unless such representation or warranty is expressly made as of a specific date), and after giving effect to the making of such requested Disbursement, will be true and correct as of the date on which such Disbursement is made; (c) no Event of Default or Default, has occurred and is continuing; (d) all applicable conditions to the making of the requested Disbursement as set forth in the Loan Agreement have been satisfied as of the date hereof; (e) the proceeds of the Disbursement will only be used in accordance with the Permitted Uses; (f) no event has occurred and is continuing which could reasonably be expect to have a Material Adverse Effect; (g) all of the information contained in such other documents as Agent has or may reasonably request in connection herewith, are true, complete and accurate in all respects as of the date hereof; and (h) Debtor is and will be after the Disbursement requested pursuant to this Certificate will be Solvent. The Loan Documents are acknowledged, ratified, confirmed, and agreed by each Obligor party thereto to be valid, subsisting, and binding obligations. Each Obligor agrees that there is no right to set off or defense to payment of the Indebtedness.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED as of the date written above.

COMPANY:

2262011 ONTARIO HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF NOTICE OF BORROWING

NOTICE OF BORROWING

DATE: [_____, 20__]

Pursuant to that certain **LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, this "Agreement") dated as of April 22, 2025 ("Effective Date"), will serve to set forth the terms of the Credit Facility (as defined below) between and among (a) **VERITEX COMMUNITY BANK**, a Texas state chartered bank (in its capacity as agent for the Lenders, together with its successors and assigns, "Agent"); (b) lenders who are party hereto from time to time (and together with their successors and assigns, individually, a "Lender" and collectively, "Lenders"); (c) **MONEYKEY - DE, INC.**, a Delaware corporation ("DE"); (d) **MONEYKEY - ID, INC.**, a Delaware corporation ("ID"); (e) **MONEYKEY - KS, INC.**, a Delaware corporation ("KS"); (f) **MONEYKEY - MS, INC.**, a Delaware corporation ("MS"); (g) **MONEYKEY - MO, INC.**, a Delaware corporation ("MO"); (h) **MONEYKEY - TN, INC.**, a Delaware corporation ("TN"); (i) **MONEYKEY - TX, INC.**, a Delaware corporation ("TX"); (j) **MONEYKEY - UT, INC.**, a Delaware corporation ("UT"); (k) **MONEYKEY - WI, INC.**, a Delaware corporation ("WI"); (l) certain other Subsidiaries of Company who are parties hereto from time to time (each, a "Subsidiary Debtor" and together with DE, ID, KS, MS, MO, TN, TX, UT and WI, jointly and severally, "Debtor"); and (m) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation ("Company"), Company hereby requests a disbursement from the Collection Account in the amount of:

\$ _____ (Redacted Competitively Sensitive and Prejudicial Information)

A Borrowing Base Certificate is attached hereto and the requested date of the Advance is: _____, 20__

The undersigned officer hereby certifies on behalf of each Obligor that as of the date hereof: (a) each Obligor is in compliance with all covenants set forth in this the Loan Agreement and the other Loan Documents; (b) all representations and warranties under the Loan Agreement and the other Loan Documents are true and correct (unless such representation or warranty is expressly made as of a specific date), and after giving effect to the making of such requested Advance, will be true and correct as of the date on which such Advance is made; (c) no Event of Default or Default, has occurred and is continuing; (d) all applicable conditions to the making of the requested Advance as set forth in the Loan Agreement have been satisfied as of the date hereof; (e) the proceeds of the Advance will only be used only for the Permitted Uses; (f) no event has occurred and is continuing which could reasonably be expect to have a Material Adverse Effect; (g) all of the information contained in such other documents as Agent or Lenders have or may reasonably request in connection herewith, are true, complete and accurate in all respects as of the date hereof; and (h) Debtor is and will be after the Advance requested pursuant to this Certificate will be Solvent. The Loan Documents are acknowledged, ratified, confirmed, and agreed by each Obligor party thereto to be valid, subsisting, and binding obligations. Each Obligor agrees that there is no right to set off or defense to payment of the Indebtedness.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED as of the date written above.

COMPANY:

2262011 ONTARIO HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT E
FORM OF NOTE
PROMISSORY NOTE

(Redacted Competitively Sensitive and Prejudicial Information)

EXHIBIT F
FORM OF COMPLIANCE CERTIFICATE

(Redacted Competitively Sensitive and Prejudicial Information)

EXHIBIT A
TO
COMPLIANCE CERTIFICATE

(Redacted Competitively Sensitive and Prejudicial Information)

EXHIBIT B
TO
COMPLIANCE CERTIFICATE

(Redacted Competitively Sensitive and Prejudicial Information)

EXHIBIT C
TO
COMPLIANCE CERTIFICATE

(Redacted Competitively Sensitive and Prejudicial Information)