

**AMENDMENT# 4 TO AMENDED AND RESTATED LOAN AND SECURITY
AGREEMENT (“Amendment”)**

AMENDMENT# 4 TO AMENDED AND RESTATED LOAN AGREEMENT dated as of **November 1, 2021** (*“Amended Effective Date”*) by and among (a) **VERITEX COMMUNITY BANK**, as successor in interest to **GREEN BANK, N.A.**, a national banking association (in its capacity as agent for the Lenders, together with its successors and assigns, *“Agent”*); (b) **BASTION FUNDING IV LLC**, a Delaware limited liability company (together with its successors and assigns, *“Bastion IV”*); (c) **BASTION CONSUMER FUNDING II LLC**, a Delaware limited liability company (together with its successors and assigns, *“Bastion II”*; together with Bastion IV, *“Bastion”*); (d) **REVERE CREDIT OPPORTUNITIES FUND III, LP**, a Delaware limited partnership (together with its successors and assigns, *“Revere”*); (e) **ARENA LIMITED SPV, LLC**, a Delaware limited liability company (together with its successors and assigns *“Arena”* and collectively with Bastion I, Bastion II and Revere, each in their capacity as coagents for Lenders, together with their successors and assigns, *“Co-Agent”*); (f) lenders who are party hereto from time to time (and together with their successors and assigns, individually, a *“Lender”* and collectively, *“Lenders”*); (g) **MONEYKEY - AL, INC.**, a Delaware corporation (*“AL”*); (h) **MONEYKEY - CA, INC.**, a Delaware corporation (*“CA”*); (i) **MONEYKEY - DE, INC.**, a Delaware corporation (*“DE”*); (j) **MONEYKEY - ID, INC.**, a Delaware corporation (*“ID”*); (k) **MONEYKEY - IL, INC.**, a Delaware corporation (*“IL”*); (l) **MONEYKEY - KS, INC.**, a Delaware corporation (*“KS”*); (m) **MONEYKEY - MD, INC.**, a Delaware corporation (*“MD”*); (n) **MONEYKEY - MO, INC.**, a Delaware corporation (*“MO”*); (o) **MONEYKEY - MS, INC.**, a Delaware corporation (*“MS”*); (p) **MONEYKEY - NM, INC.**, a Delaware corporation (*“NM”*); (q) **MONEYKEY - OH, INC.**, a Delaware corporation (*“OH”*); (r) **MONEYKEY - SC, INC.**, a Delaware corporation (*“SC”*); (s) **MONEYKEY - TN, INC.**, a Delaware corporation (*“TN”*); (t) **MONEYKEY - TX, INC.**, a Delaware corporation (*“TX”*); (u) **MONEYKEY - UT, INC.**, a Delaware corporation (*“UT”*); (v) **MONEYKEY - WI, INC.**, a Delaware corporation (*“WI”*); (w) certain other Subsidiaries of Company who are parties hereto from time to time (each, a *“Subsidiary Debtor”* and together with AL, CA, DE, ID, IL, KS, MD, MO, MS, NM, OH, SC, TN, TX, UT and WI, jointly and severally, *“Debtor”*), and (x) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation (*“Company”*).

WHEREAS, the Co-Agent, the Debtor, and the Company entered into that certain **AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (as amended, modified or restated from time to time, the *“Agreement”*) dated as of **APRIL 21, 2017**, relating to the terms of the Credit Facility;

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

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

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

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

- 1. Amendment to Section 1 “Definitions”** The following new definitions shall be included in appropriate alphabetical order in Section 1 “Definitions”

“IPO Date” means October 20, 2021 being the date Parent consummated an initial public offering.

“Liquidity Condition” the Liquidity Condition will be deemed to be satisfied 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 either (x) the Debtors and Opus Obligors are permitted to borrow (without there being contributed any additional collateral or there being sold any other receivables to any such Debtor or Opus Obligors) under this Agreement and the Unitranche Loan Agreement an aggregate principal amount of indebtedness equal *** (y) there is on deposit at the close of business in the

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bank accounts of Parent and its Subsidiaries unrestricted cash in an aggregate amount equal ***, provided that with respect to cash on deposit in any collection account of a Debtor or Opus Obligor, only cash which has been previously run through the waterfall and is on deposit in such collection account shall be included in such calculation.

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“Opus Obligor” means means all Obligor under and as defined in the Unitranche Loan Agreement.

“Unitranche Loan Agreement” means that certain Loan and Security Agreement (as amended, modified or restated from time to time between (a) **BASTION CONSUMER FUNDING ILLC**, a Delaware limited liability company (in its capacity as agent for itself and the other Lenders, together with its successors and assigns, “*Agent*”); (b) the lenders who are party hereto from time to time (and together with their respective successors and assigns, individually, a “*Lender*” and collectively, “*Lenders*”); (c) **OPUS TRUST I**, a Delaware statutory trust (“*Opus I*”), (d) **OPUS TRUST II**, a Delaware statutory trust (“*Opus II*”; each of Opus I and Opus II, a “*Debtor*” and, collectively, the “*Debtors*”); (e) Beneficial Interest Holder (as defined below) and (f) Propel Holdings Inc. (solely with respect to Sections 8 (o), (u), (w), (x), (y) and (cc)); dated as of March 24, 2021

2. **Amendment to Section 8(o).** The existing Section 8(o) is hereby deleted and replaced with the following:

(o) Dividends or Distribution. Parent will not: (i) declare or pay any dividend or other Distribution, direct or indirect, on account of any equity interest of Parent, 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 Parent, 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 Parent, now or hereafter outstanding; (iv) return any equity interest to any equity holders of Parent, 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 Parent) pursuant to any management, consulting or other services agreement to any of the Affiliates, shareholders or other equity holders of Parent (a “*Dividend or Distribution Event*”) unless no Default or Event of Default shall have occurred and be continuing, or would result from such Dividend or Distribution Event, no Overadvance exists or would exist after such Dividend or Distribution Event and (A) with respect to any Dividend or Distribution Event after the IPO Date and on or prior to December 31, 2021, the Liquidity Condition, reported on a pro forma basis, shall have been satisfied with respect to such Dividend or Distribution Event and the aggregate amount of all Dividend or Distribution Events undertaken on or after October 1, 2021 and on or prior to December 31, 2021 ***, (B) with respect to any Dividend or Distribution Event after December 31, 2021 and on or prior to December 31, 2022, the Liquidity Condition, reported on a pro forma basis, shall have been satisfied with respect to such Dividend or Distribution Event and (C) with respect to any Dividend or Distribution Event after December 31, 2022, the Fixed Charge Coverage Ratio of Parent as of the trailing twelve (12) months immediately preceding such Dividend or Distribution Event, **calculated on a pro forma basis**, shall be equal to or greater than **1.50 to 1.00**. For greater clarity, nothing in this Section 8(o) shall restrict Parent from making any intercompany payments among such Debtor, Company and Company Subsidiaries (including, but not limited to, service fees, management fees, etc.), transfers, dividends or distributions. **TEN (10)** days prior to any Dividend or Distribution Event, Parent 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.

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3. **Amendment and Modifications.** The Agreement and the Loan Documents, as amended by this Amendment, are hereby ratified and confirmed and remain in full force an effect, unmodified, except in accordance with this Amendment. This Amendment supersedes any and all prior agreements, whether written or oral, regarding the Agreement, and any amendments thereto.

4. **Effectiveness; Conditions Precedent.** This Amendment will become effective on the date Parent shall have consummated an initial public offering with gross proceeds of not less than \$30 million dollars (or the Canadian Dollar equivalent thereto), subject to the condition precedent that this Amendment has been signed by Lenders and the other parties hereto.
5. **Representations; No Events of Default.** In order to induce Lenders to execute this Amendment, each Obligor, as of the date of this Amendment, hereby certifies that (i) the representations and warranties of the Obligors contained in Section 6 of the Loan Agreement are true and correct as of the IPO Date (unless such representation or warranty is specific to another date, in which case it is true and correct as of such other date) and (ii) there are no existing Events of Default.
6. **Binding Effect.** This Amendment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
7. **Electronic Signatures; Counterparts.** This Amendment may be in one or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by a party by electronic transmission of the party's signature, and said electronic transmission copy shall have the same force and effect as any originally-signed document delivered in person.

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AGENT:

VERITEX COMMUNITY BANK, as
successor in interest to GREEN BANK, N.A.

5224 W. Plano Parkway
Plano, TX 75093
Attention: Larry Giglio, Jr.

By: (sgd) Larry Giglio Jr.
Name: Larry Giglio, Jr.
Title: Vice President

BASTION FUNDING IV LLC

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

BASTION CONSUMER FUNDING II LLC,

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

REVERE CREDIT OPPORTUNITIES FUND III, LP

By: Revere Fund III GP, LP, its general partner

By: Revere Capital Corp., its general partner

By: (Sgd) Clark Briner
Name: Clark Briner

ARENA LIMITED SPV, LLC

By: (Sgd) Lawrence Cutler
Name: Lawrence Cutler
Title: Authorized Signatory

DEBTOR:

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

MONEYKEY – AL, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – CA, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – DE, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – ID, INC.

By: (Sgd) Clive Kinross

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Name: Clive Kinross

Title: President & CEO

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Name: Clive Kinross

Title: President & CEO

MONEYKEY – SC, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – TN, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – TX, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – UT, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

MONEYKEY – WI, INC.

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

COMPANY:

2262011 ONTARIO HOLDINGS, INC.

69 Yonge St., Suite 600

Toronto, Ontario, Canada M5E 1K3

By: (Sgd) Clive Kinross

Name: Clive Kinross

Title: President & CEO

JOINDER OF PARENT AND GUARANTOR

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