AMENDMENT# 1 TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT ("Amendment")

AMENDMENT# 1 TO AMENDED AND RESTATED LOAN AGREEMENT dated as of **May 31st, 2022** *("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 IV, Bastion II and Revere, each in their capacity as co-agents 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 - DE, INC.**, a Delaware corporation ("DE"), (h) **MONEYKEY - ID, INC.**, a Delaware corporation ("ID"); (i) **MONEYKEY - KS, INC.**, a Delaware corporation ("KS"); (j) **MONEYKEY - MD, INC.**, a Delaware corporation ("MD"); (k) **MONEYKEY - MO, INC.**, a Delaware corporation ("MO"); (l) **MONEYKEY - MS, INC.**, a Delaware corporation ("MS"); (m) **MONEYKEY - NM, INC.**, a Delaware corporation ("NM"); (n) **MONEYKEY - SC, INC.**, a Delaware corporation ("SC"), (o) **MONEYKEY - TN, INC.**, a Delaware corporation ("TN"), (p) **MONEYKEY - TX, INC.**, a Delaware corporation ("TX"); (q) **MONEYKEY - UT, INC.**, a Delaware corporation ("UT"); (r) **MONEYKEY - WI, INC.**, a Delaware corporation ("WI"); (s) certain other Subsidiaries of Company who are parties hereto from time to time (each, a "Subsidiary Debtor" and together with DE, ID, KS, MD, MO, MS, NM, SC, TN, TX, UT and WI, jointly and severally, "Debtor"); (t) **2262011 ONTARIO HOLDINGS, INC.**, a Delaware corporation ("Company"); (u) **MONEYKEY INC**., an Ontario corporation ("Holdco"); and (v) **PROPEL HOLDINGS INC**. (solely with respect to Sections 6, 8 (b), (e), (o), (u), (aa), (bb) and (cc), 11 (g) and (i) and 12) and amends and restates in its entirety the Loan and Security Agreement dated as of April 21, 2017 (as amended from time to time prior to the Effective Date, the "Existing Agreement") among Agent, the other Lenders a party thereto, the Debtors party thereto and 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 **MAY 12, 2022,** 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

   "Adjusted EBITDA" means EBITDA plus (i) non-recurring costs (i.e. financing transaction costs); plus (ii) provision for loan losses on good standing current principal (Stage 1 — Performing) balances; plus (iii) provision for CSO Guarantee liabilities and Bank Service Program liabilities.

   "EBITDA" means, for any applicable period, net income/loss plus (i) interest and financing costs, plus (ii) amortization on 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.

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

Maximum Leverage. Parent (on a consolidated basis) shall not permit its Leverage Ratio to be greater than 5.0. "Leverage Ratio" means (i) 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.

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 Amended Effective Date, subject to the condition precedent that this Amendment has been signed by Lender 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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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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 – DE, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – ID, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – KS, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – MD, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – MS, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – MO, INC.
By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

MONEYKEY – NM, INC.
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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 1500
Toronto, Ontario, Canada M5E 1K3

By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: President & CEO

JOINDER OF PARENT AND GUARANTOR

EACH OF PARENT AND GUARANTOR hereby (i) agree and consent to the provisions of this Amendment and (ii) agrees that each of the Guaranties are in full force and effect and are hereby ratified and confirmed in all respects.

PARENT:

PROPEL HOLDINGS INC.

By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: Chief Executive Officer

ADDRESS:

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

GUARANTOR:

MONEYKEY INC

By: *(sgd) Clive Kinross*
Name: Clive Kinross
Title: Chief Executive Officer

ADDRESS:

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