Court File No. CV-24-00717178-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

MOTION RECORD

May 13, 2024

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TO: SERVICE LIST

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APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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TAB 1

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NOTICE OF MOTION
(Recognition of Foreign Orders and Termination of Canadian Recognition Proceedings)

The applicant, CURO Group Holdings Corp. ("**CURO Parent**"), in its capacity as foreign representative (the "**Foreign Representative**") of itself, as well as the other Debtors (as defined below), will make a motion to a Judge presiding over the Commercial List on Friday, May 17, 2024 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1) because it is [insert on consent, unopposed or made without notice];

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

at the following zoom link provided by the Court:
https://ca01web.zoom.us/j/65979875939?pwd=VVRJZHVVRWQ1cGdkRERtTGpRajNFUT09%27

THE MOTION IS FOR *(State here the precise relief sought)*

1. An order (the "**Third Recognition Order**") pursuant to section 49 of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), recognizing and enforcing in Canada the following orders if granted by the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the cases (the "**Chapter 11 Cases**") commenced by the Debtors (as defined below) under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"):

(a) *Order Approving the Debtors' Disclosure Statement For, and Confirming, the Joint Prepackaged Plan of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Combined Order**");

(b) *Order Granting Debtors' Emergency Motion to Estimate Unliquidated Claim of Leon's Furniture Limited, Trans Global Insurance Company, and Trans Global Life Insurance Company* (the "**Estimation Order**"); and

(c) *Second Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms and (C) Perform Intercompany Transactions; and (II) Granting Related Relief* (the "**Second Interim Cash Management Order**");

2. An order providing for, among other things, upon the filing of a certificate of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the Information Officer (in such capacity, the "**Information Officer**"), the termination of the Canadian Recognition Proceedings (defined below), the discharge and release of the Information Officer, and the release of FTI, the Information Officer's

counsel and counsel to the Foreign Representative and the Canadian Debtors (as defined below) from the claims set out therein;

3. An order approving the Pre-Filing Report of the Proposed Information Officer dated March 26, 2024, the First Report of the Information Officer dated April 3, 2024, the Second Report of the Information Officer dated April 22, 2024, the Third Report of the Information Officer (the "**Third Report**"), to be filed, and the activities of the Information Officer and the fees and disbursements of the Information Officer and its counsel referred to therein;

4. An order abridging the time for service and filing of this Notice of Motion and the Motion Record and dispensing with service thereof on any interested party other than those served within these proceedings; and

5. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

Background

6. On March 25, 2024, CURO Canada Corp. and LendDirect Corp. (together, the "**Canadian Debtors**") and CURO Parent and 26 of its US-based affiliates (collectively, the "**Debtors**" and together with their non-Debtor affiliates, the "**Company**") filed voluntary petitions for relief under the Bankruptcy Code (the "**Petitions**"), and the Foreign Representative, on behalf of the Canadian Debtors, commenced proceedings (the "**Canadian Recognition Proceedings**") under the CCAA. Contemporaneously with the filing of the Petitions, the Debtors filed a pre-packaged

chapter 11 plan of reorganization (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**") and related disclosure statement (the "**Disclosure Statement**").

7. On the same date, the U.S. Bankruptcy Court entered various orders in the Chapter 11 Cases, including an order authorizing CURO Parent to act as the Foreign Representative of itself and the other Debtors in any proceedings in Canada. Although the Debtors had filed a motion for conditional approval of the Disclosure Statement, the U.S. Bankruptcy Court adjourned the hearing on the motion for the Disclosure Statement Order (as defined below) to allow the Court additional time to review the materials.

8. Also on March 25, 2024, the Court granted an interim stay of proceedings in respect of the Canadian Debtors, pending the hearing by the Court of the Foreign Representative's initial application to, among other things, recognize the Canadian Debtors' Chapter 11 Cases as a foreign main proceeding.

9. On March 26, 2024, the Court granted an Order, as requested by the Foreign Representative, (a) recognizing CURO Parent as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (b) recognizing the United States of America as the centre of main interests for the Canadian Debtors; and (c) recognizing the Canadian Debtors' Chapter 11 Cases as a "foreign main proceeding". On the same day, the Court granted a second order (the "**Supplemental Order**"), among other things, (a) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases, including the order in respect of the cash management system (the "**Cash Management Order**"); and (b) appointing FTI as the Information Officer in the Canadian Recognition Proceedings.

10. On April 4, 2024, this Court granted a recognition order, among other things, recognizing and enforcing various additional orders granted by the U.S. Bankruptcy Court in the Chapter 11

Cases which were not available as of the date of the Supplemental Order, including an order (the "**Disclosure Statement Order**"), among other things, (a) scheduling a combined hearing (the "**Combined Hearing**") for the approval of the Disclosure Statement and confirmation of the Plan; (b) conditionally approving the Disclosure Statement; and (c) approving certain related procedures with respect to the timing and method of notice of the Disclosure Statement and the Plan and certain deadlines in connection with the Plan (the "**Confirmation Schedule**").

11. On April 24, 2024, this Court granted an additional order recognizing and enforcing the final versions of certain orders previously granted by the U.S. Bankruptcy Court.

12. On April 30, 2024, the Debtors filed a supplement to the Plan (the "**Plan Supplement**"), attaching certain agreements and documents related to the Debtors continuation under new ownership upon their emergence from the Restructuring Proceedings, as contemplated by the Plan. The Plan Supplement also details the leases and agreements to be rejected under the Plan, including the Commitment Letters (as defined below).

13. On May 6, 2024, Leon's Furniture Limited ("**LFL**") and Trans Global Insurance Company and Trans Global Life Insurance Company (collectively, "**TGI**") collectively filed an objection to confirmation of the Plan (the "**Objection**"). The Objection was filed on the basis that, if the Debtors are required to pay LFL/TGI certain rejection damages in connection with their rejection of certain commitment letters between LFL on one hand and CURO Parent and the Canadian Debtors on the other (the "**Commitment Letters**"), there would be insufficient remaining amounts of cash to satisfy unsecured claims as required under the Plan.

14. On May 10, 2024, the Debtors filed an amended version of the Plan. On May 12, 2024, the Debtors filed an amended Plan Supplement, which adds certain agreements in an unsigned program agreement with LFL/TGI to the list of rejected contracts.

15. Consistent with the timelines contemplated by the Confirmation Schedule, the Debtors have scheduled the Combined Hearing before the U.S. Bankruptcy Court for May 14, 2024 to seek entry of the Combined Order, among other things, (a) approving the Disclosure Statement in respect of the Plan on a final basis; (b) confirming the Plan; and (c) providing for certain relief necessary to the implementation of the Plan.

16. Concurrent with the Combined Hearing, the Debtors are seeking the Estimation Order estimating the value of a claim (the "**TGI Claim**") asserted against the Debtors by LFL and TGI. The TGI Claim asserts damages based on the Debtors' rejection of the Commitment Letters. LFL and TGI have objected to confirmation of the Plan, alleging that (i) rejection of the Commitment Letters is not consistent with the business judgment standard; and (ii) the resulting rejection damages will exceed the Debtors' cash on hand, rendering the Plan unconfirmable. The Estimation Order seeks estimation of any rejection damages related to the TGI Claim for the purposes of proceeding with confirmation of the Plan.

The Third Recognition Order

17. To facilitate the Chapter 11 Cases and these Canadian Recognition Proceedings, the Foreign Representative is seeking the Third Recognition Order recognizing and enforcing in Canada the Combined Order, the Estimation Order and the Second Interim Cash Management Order, in each case, if granted by the U.S. Bankruptcy Court.

18. Recognition of the Combined Order, if granted, is a necessary and appropriate step to facilitate the implementation of the restructuring transaction contemplated by the Plan and supported by an overwhelming majority of the Debtors' creditors, thereby allowing the Debtors to emerge from these Restructuring Proceedings as a going concern.

19. Similarly, recognition of the Estimation Order, if granted, is necessary and appropriate, as it will permit the Debtors to proceed with confirmation and implementation of the Plan, while permitting a trial on the merits of LFL and TGI's claim to proceed at a later date.

20. Recognition of the Second Interim Cash Management order is necessary and appropriate to ensure that the Debtors can continue to operate their cash management system as they work towards implementing the Plan.

21. The Third Recognition Order will also authorize the Foreign Representative to terminate the Canadian Recognition Proceedings and fulfill the remaining administrative tasks necessary for such termination, in each case as necessary to permit the Debtors to emerge from these proceedings.

Other Grounds

22. The provisions of the CCAA, including Part IV thereof;

23. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, including Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 thereof; and

24. Such further and other grounds as the lawyers may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(a) The Affidavit of Douglas D. Clark sworn May 13, 2024, and the exhibits attached thereto;

(b) The Third Report and the appendices attached thereto; and

(c) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 13, 2024

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ONTARIO
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NOTICE OF MOTION

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TAB 2

Court File No. CV-24-00717178-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT

FOURTH AFFIDAVIT OF DOUGLAS D. CLARK
(sworn May 13, 2024)

I, Douglas D. Clark, of Anderson Township, in the state of Ohio, MAKE OATH AND SAY:

1. I am the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. ("**CURO Parent**" and together with its direct and indirect subsidiaries, the "**Company**"). I have served as CURO Parent's Chief Executive Officer and as a director since November 2022. I first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. I was appointed President, N.A. Direct Lending in May 2022. As Chief Executive Officer of CURO Parent, I am familiar with the day-to-day operations, business and financial affairs, and books and records of the Company, including CURO Canada Corp. ("**CURO Canada**") and LendDirect Corp. ("**LendDirect**", and together with CURO Canada, the "**Canadian Debtors**"). As a result of my tenure with the Company, my review of public and non-public documents, and my discussions with other senior executives, I have knowledge of the matters contained in this Affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the

information to be true. The Debtors (as defined below) do not waive or intend to waive any applicable privilege by any statement herein.

2. I swear this affidavit in support of the motion filed by CURO Parent in its capacity as foreign representative of the Canadian Debtors (the "**Foreign Representative**") for an order (the "**Third Recognition Order**") pursuant to section 49 of the *Companies' Creditors Arrangement Act* R.S.C., 1985, c. C-36, as amended (the "**CCAA**"), among other things, (i) recognizing and giving full force and effect in Canada to the Combined Order (as defined below), the Estimation Order (as defined below) and the Second Interim Cash Management Order (as defined below), in each case if granted by the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") in the cases (the "**Chapter 11 Cases**") commenced by CURO Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**"),[1] under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and (ii) granting certain related relief to assist with the implementation of the Combined Order in Canada.

3. As set out in my prior affidavits, the Debtors commenced the Chapter 11 Cases and these recognition proceedings (the "**Canadian Recognition Proceedings**" and collectively, with the Chapter 11 Cases, the "**Restructuring Proceedings**"), to implement a recapitalization of the Debtors with limited impacts on the ongoing operation of the business through a prepackaged plan of reorganization (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**"). The Debtors have completed the solicitation of votes in respect of the Plan and

[1] The "**Debtors**" include CURO Parent; Curo Financial Technologies Corp.; Curo Intermediate Holdings Corp.; Curo Management, LLC; Curo Collateral Sub, LLC; CURO Ventures, LLC; CURO Credit, LLC; Ennoble Finance, LLC; Ad Astra Recovery Services, Inc.; Attain Finance, LLC; First Heritage Credit, LLC; First Heritage Credit of Alabama, LLC; First Heritage Credit of Louisiana, LLC; First Heritage Credit of Mississippi, LLC; First Heritage Credit of South Carolina LLC; First Heritage Credit of Tennessee, LLC; SouthernCo Inc.; Heights Finance Holding Co.; Southern Finance of South Carolina, Inc.; Southern Finance of Tennessee Inc.; Covington Credit of Alabama, Inc.; Quick Credit Corporation; Covington Credit, Inc.; Covington Credit of Georgia, Inc.; Covington Credit of Texas Inc.; Heights Finance Corporation; Heights Finance Corporation; LendDirect; and CURO Canada.

received overwhelming support from their stakeholders. At a hearing scheduled for May 14, 2024, the Debtors intend to seek an order approving the disclosure statement in respect of the Plan (the "**Disclosure Statement**") on a final basis, confirming the Plan, and providing for certain relief necessary for the implementation of the Plan (the "**Combined Order**"). A draft of the Combined Order is attached hereto as **Exhibit "A"**. A copy of the March 28, 2024 version of the Disclosure Statement is attached hereto as **Exhibit "B"**. A copy of the Plan, incorporating comments from the Office of the United States Trustee, is attached hereto as **Exhibit "C"**. A blackline showing the changes to the version of the Plan filed on March 28, 2024 is attached hereto as **Exhibit "D"**.

4. At the same time, the Debtors are seeking an order (the "**Estimation Order**") estimating the value of a claim (the "**TGI Claim**") asserted against the Debtors by Leon's Furniture Limited ("**LFL**") and its subsidiaries, Trans Global Insurance Company and Trans Global Life Insurance Company (collectively, "**TGI**"). The TGI Claim asserts damages based on the Debtors' rejection of certain commitment letters between CURO Parent and the Canadian Debtors and LFL (the "**Commitment Letters**"). LFL and TGI have objected to confirmation of the Plan, alleging that (i) rejection of the Commitment Letters is not consistent with the business judgment standard; and (ii) the resulting rejection damages will exceed the Debtors' cash on hand, rendering the Plan unconfirmable. The Estimation Order seeks estimation of any rejection damages related to the TGI Claim for the purposes of proceeding with confirmation of the Plan. The Debtors' proposed Estimation Order is attached hereto as **Exhibit "E"**.

5. Lastly, the Debtors intend to seek an agreed further interim order (the "**Second Interim Cash Management Order**") governing the continued use of the cash management system on terms substantially similar to the Cash Management Order (as defined below) previously granted by the U.S. Bankruptcy Court. I understand the proposed form of order remains subject to further discussion with the Office of the United States Trustee.

6. I understand that if the requested orders are granted by the U.S. Bankruptcy Court, copies will be provided to this Court and the Service List.

7. The Third Recognition Order also provides for additional relief necessary to facilitate the implementation of the Plan, if approved by the U.S. Bankruptcy Court. Following the implementation of the Plan, and as contemplated thereby, the Debtors intend to resume operations in the ordinary course under new ownership. The Canadian Recognition Proceedings will no longer be required at that time. Accordingly, the Third Recognition Order proposes a mechanism for terminating the Canadian Recognition Proceedings, discharging the Information Officer, terminating certain court-ordered charges approved as part of the Canadian Recognition Proceedings, and approving the fees and activities of the Information Officer upon service of a termination certificate.

8. Unless otherwise indicated, capitalized terms used and not defined in this Affidavit have the meaning given to them in the Plan or the Affidavit of Douglas Clark sworn March 25, 2024 (the "**Initial Clark Affidavit**"), as applicable. A copy of which is attached hereto as **Exhibit "F"**.

9. Additional information on these proceedings is available on the Information Officer's website at http://cfcanada.fticonsulting.com/CuroGroup. Copies of documents filed in the U.S. Bankruptcy Court in connection with the Chapter 11 Cases can be found on the Debtors' case website administered by Epiq Corporate Restructuring, LLC, the Debtors' claims, noticing and solicitation agent, https://dm.epiq11.com/case/curo.

I. OVERVIEW

A. Procedural Background

10. On March 25, 2024 (the "**Petition Date**"), the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under the Bankruptcy Code in the U.S. Bankruptcy Court and CURO Parent commenced the Canadian Recognition Proceedings under Part IV of the CCAA to recognize the Chapter 11 Cases of the Canadian Debtors.

11. On the same date, Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an interim stay of proceedings in respect of the Canadian Debtors, pending the hearing on the Foreign Representative's initial application to, among other things, recognize the Canadian Debtors' Chapter 11 Cases as foreign main proceedings.

12. Following an initial hearing (the "**First Day Hearing**"), the U.S. Bankruptcy Court granted various orders in the Chapter 11 Cases, including (a) an order authorizing CURO Parent to act as the Foreign Representative of itself and the other Debtors; (b) an interim order authorizing the Debtors to continue to operating their cash management system, including certain intercompany transfers, in the ordinary course (the "**Cash Management Order**"); and (c) an interim order approving the Debtors' continued use of the Securitization Facilities and granting certain protections in favour of the lenders thereunder. Although the Debtors had filed a motion for conditional approval of the Disclosure Statement, the U.S. Bankruptcy Court adjourned the hearing on the Disclosure Statement Motion (as defined below) to allow the Court additional time to review the materials.

13. Following the First Day Hearing, on March 26, 2024, the Court entered:

(a) an Initial Recognition Order, among other things, (i) recognizing CURO Parent as the Foreign Representative of itself and the other Debtors in respect of the Chapter 11 Cases; (ii) recognizing the United States of America as the centre of main interest for the Canadian Debtors; and (iii) recognizing the Canadian Debtors' Chapter 11 Cases as a "foreign main proceeding"; and

(b) a Supplemental Order (the "**Supplemental Order**"), among other things, (i) recognizing certain orders entered by the U.S. Bankruptcy Court in the Chapter 11 Cases, including the Cash Management Order; (ii) granting the Administration Charge, the Securitization Charges and the D&O Charge; and (iii) appointing FTI Consulting Canada Inc. as Information Officer in the Canadian Recognition Proceedings.

14. On April 4, 2024, this Court granted an order, among other things, recognizing and enforcing various additional orders granted by the U.S. Bankruptcy Court in the Chapter 11 Cases which were not available as of the date of the Supplemental Order, including the Disclosure Statement Order (as defined below).

15. On April 24, 2024, this Court granted an additional order recognizing and enforcing the final versions of certain orders previously granted by the U.S. Bankruptcy Court and amended the Securitization Charges set out in the Supplemental Order.

B. The Company and the Canadian Debtors

16. The Company is a full-spectrum consumer credit lender providing a broad range of direct-to-consumer finance products to customers located in the U.S. and Canada. As of the Petition Date, the Company employed approximately 2,856 employees in the United States and Canada and offered its services to American and Canadian customers out of a combined approximately

550 retail locations and through a series of online web platforms. The Company generated approximately US$672.4 million in revenue for fiscal year 2023 and, as of the Petition Date, the Company's capital structure included approximately US$2.1 billion of funded debt obligations.

17. Further background regarding the Debtors' business operations and the Chapter 11 Cases is set out in the Initial Clark Affidavit and the U.S. First Day Declaration which is attached as Exhibit "F" thereto.

II. THE PLAN AND COMBINED ORDER

A. The Proposed Plan

18. As set out in further detail in the Initial Clark Affidavit and the First Day Declaration, in the two years leading up to the Petition Date, the Company took steps intended to shift its business and strengthen its liquidity position. Additionally, in the face of challenging macroeconomic factors, in May and November 2023, the Company took additional proactive steps aimed at strengthening its liquidity through two debt transactions and extending its operating liquidity by refinancing the Securitization Facilities.

19. Notwithstanding its efforts, it became apparent to the Company in January 2024 that, as a result of its over-leveraged balance sheet, it needed to undergo a comprehensive restructuring to facilitate the refinancing of the Securitization Facilities. As more fully set out in the First Day Declaration, following the Company's determination that it would not be making interest payments due under certain of its corporate debt instruments, the Company began focusing its efforts on

engaging with its stakeholders and other third parties toward a comprehensive financial restructuring.

20. Through its continued engagement with its stakeholders, the Debtors entered into: (i) a series of forbearances and waivers, indicative of the substantial support the Debtors had from their lenders; and (ii) on March 22, 2024, the Restructuring Support Agreement with (a) holders of in excess of 82% of the Prepetition 1L Term Loans; (b) holders of in excess of 84% of the Prepetition 1.5L Notes; and (c) holders of in excess of 74% of the Prepetition 2L Notes. The Restructuring Support Agreement contemplated that the Debtors would effect a balance sheet restructuring through the reinstatement of certain obligations and an equitization transaction accomplished through confirmation of the Plan.

21. Consistent with the Restructuring Support Agreement, the Plan provides for the reinstatement of certain senior prepetition debt, and a distribution of equity and warrants in the Reorganized Debtors to the holders of the Prepetition 1.5L Notes and the Prepetition 2L Notes, as well as certain of the lenders that provided debtor-in-possession financing in the Chapter 11 Cases. The Plan further provides that CURO's existing equity holders will receive contingent value rights at a specified strike price, thereby allowing them to realize on the potential upside the Company expects to experience subsequent to the reorganization. The Plan also provides that the claims of general unsecured creditors, such as trade creditors, customers, employees (including wages and benefits) and landlords of the Debtors, including the Canadian Debtors, will be unimpaired and paid in the ordinary course, as intended to allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the Restructuring Proceedings.

22. The chart below summarizes the treatment of claims and interests in respect of the

Debtors under the Plan:

Class	Claims and Interest	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition 1L Term Loan Claims	Impaired	Entitled to Vote
Class 4	Prepetition 1.5L Notes Claims	Impaired	Entitled to Vote
Class 5	Prepetition 2L Notes Claims	Impaired	Entitled to Vote
Class 6	Securitization Facilities Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 8	Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept/ Deemed to Reject)
Class 9	Section 501(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Intercompany Interests	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept/ Deemed to Reject)
Class 11	Existing CURO Interests	Impaired	Entitled to Vote

23. The Plan also contains releases in favour of the Debtors and certain third parties who have contributed materially to the Plan. The Debtors' creditors, the Debtors, and other interested stakeholders, including the Consenting Stakeholders, all engaged in extensive negotiations regarding the settlement of potential claims and the scope of releases that would be contained in the Plan. Pursuant to the heavily negotiated Restructuring Support Agreement, the Debtors and certain of their key stakeholders proposed the Debtor Releases and the Third-Party Releases,

releasing Claims and Causes of Action—excluding any Claims and Causes of Action found to have arisen from actual fraud, willful misconduct, criminal conduct, or gross negligence—against (1) each Debtor; (2) each Reorganized Debtor; (3) each Consenting Stakeholder; (4) each Agent/Trustee; (5) each DIP Backstop Party and each DIP Lender; (6) the Information Officer; (7) the Securitization Facilities Parties; (8) with respect to each of the foregoing Entities in clauses (1) through (7), such Entities' Related Parties, in each case solely in their capacity as such. As described in detail in the Clark Plan Declaration (as defined below), a limited number of holders of claims have exercised their rights to opt out of the releases.

24. On April 30, 2024, the Debtors filed a supplement to the Plan, attaching certain agreements and documents related to the Debtors' financing and continuation under new ownership upon their emergence from the Restructuring Proceedings, as contemplated by the Plan (the "**Plan Supplement**"). A copy of the Plan Supplement is attached hereto as **Exhibit "G"**. On May 12, 2024, the Debtors filed an amended Plan Supplement, a copy of which is attached here to as **Exhibit "H"**.

25. As set out in the Plan Supplement, the Canadian Debtors are not anticipated to be guarantors in respect of the Exit Facility and will not issue any contingent value rights or warrants.

26. The Plan Supplement, as amended, also sets out agreements and leases to be rejected pursuant to the Plan. The Canadian Debtors are parties to only two "Rejected Contracts" listed in the Plan Supplement, being the Commitment Letters and certain agreements contained in the unsigned Program Agreement (as defined below). The Commitment Letters provide terms on which CURO Parent committed to agree on definitive terms pursuant to which it would cause the Canadian Debtors to transfer their consumer credit insurance business to TGI. Following additional negotiation with LFL/TGI and the Debtors' current credit insurance provider, the

Debtors determined that it was not feasible or economical to transition the Canadian Debtors' credit insurance business to TGI and as such, have exercised their business judgment to reject the Commitment Letters and, to the extent applicable, certain agreements contained in the Program Agreement.

27. In support of the Plan, on May 13, 2024, the Debtors also filed the *Declaration of Douglas Clark in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Clark Plan Declaration**"), a copy of which is attached hereto as **Exhibit "I"** and *the Declaration of Joe Stone (Oppenheimer & Co., Inc.) in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, a copy of which is attached hereto as **Exhibit "J"**. As set out in more detail therein, these two declarations demonstrate that the Debtors have satisfied the Bankruptcy Code requirements for confirmation of the Plan.

B. Solicitation of Votes

28. Consistent with the process for prepackaged plans in the United States, the Debtors commenced distribution of the solicitation materials prior to the Petition Date.

29. On the Petition Date, the Debtors filed the Disclosure Statement relating to the Plan and brought an emergency motion seeking the scheduling of a combined hearing for conditional approval of the Disclosure Statement and confirmation of the Plan (the "**Disclosure Statement Motion**"). The Disclosure Statement Motion also sought approval of certain proposed procedures with respect to the timing and method of notice of the Disclosure Statement and the Plan and certain deadlines in connection therewith. The Disclosure Statement Motion was subsequently adjourned to allow the U.S. Bankruptcy Court additional time to review the materials.

30. The Disclosure Statement Motion was heard on March 27, 2024 and, on April 1, 2024, the U.S. Bankruptcy Court entered an order (the "**Disclosure Statement Order**"), among other things, (i) scheduling a hearing for the approval of the Plan and the Disclosure Statement (the "**Combined Hearing**"); (ii) conditionally approving the Disclosure Statement; and (iii) establishing certain deadlines in connection with confirmation of the Plan (the "**Confirmation Schedule**"). [2]

31. The Confirmation Schedule is as follows:

Event	Date
Voting Record Date	March 13, 2024
Solicitation Commencement Date	March 24, 2024
Voting Deadline	May 7, 2024 at 4:00 p.m., prevailing Central Time[3]
Opt-Out Deadline	May 7, 2024 at 4:00 p.m., prevailing Central Time
Objection Deadline	May 7, 2024 at 4:00 p.m., prevailing Central Time
Combined Hearing	May 14, 2024

32. On May 10, 2024, the Debtors filed the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring, LLC Regarding the Solicitation and Tabulation of Ballots Cast on the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* detailing the results of the solicitation process, a copy of which is attached hereto as **Exhibit "K"**. The tabulation summary attached to the declaration shows that each eligible class has overwhelmingly voted in favour of the Plan.

[2] As noted above, on March 28, 2024, the Debtors also filed a revised version of the Plan to address comments made by the Court during the hearing held on March 27, 2024.
[3] The Voting Deadline and Opt-Out Deadline were initially set for April 19, 2024 but were extended by the Debtors in accordance with the terms of the Disclosure Statement Order.

C. The Combined Hearing

33. Consistent with the Confirmation Schedule, the Debtors have scheduled the Combined Hearing for May 14, 2024, to seek approval of the Disclosure Statement and the Plan. In accordance with the Confirmation Schedule, the Objection Deadline was May 7, 2024. The sole objection filed by the Objection Deadline, being the objection filed by LFL and TGI (the "**Objection**"), is detailed below. The Debtors also received informal objections and comments from a limited number of interested parties, which have been resolved consensually.

34. If the Combined Order is granted by the U.S. Bankruptcy Court, the Foreign Representative intends to seek the relief set out in the Third Recognition Order in the Canadian Recognition Proceedings, among other things: (i) recognizing the Combined Order; and (ii) authorizing the Foreign Representative to terminate the Canadian Recognition Proceedings and fulfill the remaining administrative tasks necessary for such termination, in each case as necessary to permit the Debtors to emerge from the Restructuring Proceedings.

III. THE LFL/TGI OBJECTION AND THE ESTIMATION MOTION

35. On May 6, 2024, LFL and TGI collectively filed the Objection to confirmation of the Plan. In the Objection, LFL and TGI argue that (i) rejection of the Commitment Letters is not consistent with the business judgment standard; and (ii) the resulting rejection damages will exceed the Debtors' cash on hand, rendering the Plan unconfirmable because the Debtors will not have sufficient cash on hand to pay the rejection damages on the Effective Date as required by the Plan. A copy of the Objection is attached hereto as **Exhibit "L"**.

36. On May 8, 2024, the Debtors filed their *Emergency Motion to Estimate Unliquidated Claim of Leon's Furniture Limited, Trans Global Insurance Company, and Trans Global Life Insurance Company* (the "**Estimation Motion**"). A copy of the Estimation Motion is attached hereto as

Exhibit "M". The Estimation Motion requests that the U.S. Bankruptcy Court enter the Estimation Order finding that if the Debtors owe damages to LFL and TGI related to the Commitment Letters (which the Debtors contest), those damages are subject to a C$5 million limitation on liability in accordance with a provision set out in the documentation negotiated between the parties (the "**Damages Cap**"). The Debtors are of the view that estimation of LFL and TGI's claim is necessary to timely confirm the Plan.

37. The Objection alleges damages that could only be owing if the parties had in fact satisfied all of the conditions precedent in the Commitment Letters (i.e. "written agreements governing such credit insurance programs") and had entered into a binding contract. Both LFL/TGI and the Debtors admit that they had advanced drafts of the agreement and TGI had provided an "execution version" of the governing document (the "**Program Agreement**") to the Canadian Debtors for signature.[4] The final terms were the subject of months of negotiation. Among the finalized terms included in the Program Agreement was the Damages Cap, explicitly limiting liability to C$5 million (approximately US$3.64 million) for either party's failure to launch the credit insurance program. Given the Debtors' financial position and operational challenges that arose during the negotiation process, the Program Agreement was never signed.

38. In short, LFL and TGI have alleged they are entitled to lost-profit damages arising from breach of a purported obligation to transfer the Canadian Debtors' credit insurance program to TGI. The Debtors' position is that even if there was a binding agreement (which is not admitted), the Damages Cap would apply since it was an agreed upon limit of liability in the event the Debtors failed to launch the credit insurance program with TGI. As such, the Estimation Motion asks the U.S. Bankruptcy Court to estimate the claim as having a potential value of no greater than

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[4] Although the Commitment Letters are signed by LFL, CURO Parent and the Canadian Debtors, the proposed Program Agreement was to be signed only by TGI and the Canadian Debtors.

US$3.64 million for feasibility purposes and to allow the parties to litigate the actual damages at a future date. Pursuant to the Plan, if the TGI Claim is ultimately allowed, it will be paid in full in accordance with the Plan.

IV. THE SECOND INTERIM CASH MANAGEMENT ORDER

39. At the First Day Hearing, the Debtors sought and obtained the Cash Management Order from the U.S. Bankruptcy Court, allowing the Debtors to continue to operate their cash management system during the pendency of the Restructuring Proceedings. This Court recognized the Cash Management Order pursuant to the Supplemental Order. The Motion Materials in respect of the Cash Management Order were previously provided to this Court in connection with the Supplemental Order.

40. Although a final version of the Cash Management Order was scheduled for a hearing before the U.S. Bankruptcy Court on April 19, 2024, the hearing in respect of the final order was adjourned to May 14, 2024 to allow the Debtors to continue their discussions with the Office of the United States Trustee with respect to the treatment of certain bank accounts. The Debtors now expect that an agreed form of the Second Interim Cash Management Order will be sought on May 14, 2024 and discussions between the parties will continue. I understand that a version of the agreed order will be provided to the Service List in this proceeding when it becomes available.

V. CONCLUSION

41. As noted above, copies of the Combined Order, Estimation Order and Second Interim Cash Management Order, if granted by the U.S. Bankruptcy Court, will be provided separately to the Court. I believe the relief set out herein and in the draft Third Recognition Order is in the best

interest of the Debtors and their stakeholders and necessary to effecting the purpose of the Restructuring Proceedings.

SWORN BEFORE ME by videoconference on this 13th day of May 2024. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Montecito, in the State of California and I was located in the City of Toronto in the Province of Ontario

Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Douglas D. Clark

This is Exhibit "A" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

[PROPOSED] ORDER APPROVING THE DEBTORS' DISCLOSURE STATEMENT FOR, AND CONFIRMING, THE JOINT PREPACKAGED PLAN OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors (collectively, the "Debtors") having:[2]

a. entered into that certain restructuring support agreement dated as of March 22, 2024 (as may be modified, amended, or supplemented from time to time, and together with all term sheets, schedules, annexes, and exhibits appended thereto, the "RSA") by and among the Company Parties, Consenting 1L Lenders, Consenting 1.5L Noteholders, and the Consenting 2L Noteholders (collectively, the "Parties");

b. commenced distribution, on March 24, 2024, of (i) the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50, as modified by Docket Nos. 119 and 325] (as may be amended, supplemented, or otherwise modified from time to time, including by virtue of the Plan Modifications (as defined below), the "Plan"), (ii) the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 51, as modified by Docket No. 120] (as may be amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement"), and (iii) ballots for voting on the Plan (collectively, the "Solicitation Packages") to certain Holders of Claims—namely Holders of the Prepetition 1L Term Loan Claims in Class 3, Prepetition 1.5L Notes Claims in Class 4, Prepetition 2L Notes Claims in Class 5 as of March 13, 2024, in accordance with the terms of title 11 of the United States Code (the "Bankruptcy Code"), the

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not otherwise defined in these findings of fact, conclusions of law, and order (collectively, the "Combined Order") have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Bankruptcy Code (each as defined herein), as applicable. The rules of interpretation set forth in Article I.B of the Plan apply.

Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules");

c. subsequent to commencing distribution of the Solicitation Packages, commenced, on March 25, 2024 (the "Petition Date"), these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;

d. filed, on March 25, 2024, the *Declaration of Douglas Clark, Chief Executive Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 8] (the "First Day Declaration");

e. filed, on March 25, 2024, the *Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (IV) Approving the Solicitation Procedures, (V) Approving the Combined Notice, (VI) Extending the Time by Which the U.S. Trustee Convenes a Meeting of Creditors, and (VII) Granting Related Relief* [Docket No. 46] (the "Disclosure Statement Motion");

f. filed, on March 25, 2024, the Plan [Docket No. 50] and Disclosure Statement [Docket No. 51];

g. filed, on March 28, 2024, modified versions of the Plan [Docket No. 119] and Disclosure Statement [Docket No. 120];

h. obtained, on April 1, 2024, entry of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures, (IV) Approving the Solicitation Procedures, (V) Approving the Combined Notice, (VI) Extending the Time by Which the U.S. Trustee Convenes a Meeting of Creditors and the Debtors, and (VII) Granting Related Relief* [Docket No. 152] (the "Disclosure Statement Order"), conditionally approving the Disclosure Statement and approving:

    i. the *Notice of (I) Commencement of Prepackaged Chapter 11 Bankruptcy Cases, (II) Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines and Summary of the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 152, Ex. 1] (the "Combined Notice"), which contained notice of the commencement of these Chapter 11 Cases, the date and time set for the hearing to consider final approval of the Disclosure Statement and Confirmation of the Plan (the "Combined Hearing"), and the deadline for filing objections to the Plan and the Disclosure Statement;

    ii. the *Notice of Commencement of Prepackaged Chapter 11 Bankruptcy Cases and Hearing on the Disclosure Statement and Confirmation of the*

Joint Prepackaged Chapter 11 Plan [Docket No. 152, Ex. 2] (the "Publication Notice"), which contained notice of the commencement of these Chapter 11 Cases, the date and time set for the Combined Hearing, and the deadline for filing objections to the Plan and the Disclosure Statement;

iii. the *Notice of Non-Voting Status to Holders or Potential Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan and Holders or Potential Holders of Impaired Claims Conclusively Presumed to Reject the Plan* [Docket No. 152, Exs. 3, 3A, 3B, and 3C] (each an "Opt-Out Form" and collectively, the "Opt-Out Forms"); and

iv. the form of the ballots [Docket No. 152, Exs. 4A, 4B, 4C, 4D, 4E, 4F, 4G, and 4H] (each a "Ballot" and collectively, the "Ballots").

i. served, or caused to be served, on April 1, 2024, the Combined Notice and the Opt-Out Forms;

j. commenced, on April 1, 2024, distribution of the Solicitation Packages to Holders of Existing CURO Interests in Class 11;

k. published, or caused to be published, on April 3, 2024, the Publication Notice in *The New York Times*, as evidenced by the *Proof of Publication* [Docket No. 166] (the "Publication Notice Certificate"), consistent with the Disclosure Statement Order;

l. filed, on April 8, 2024, the *Certificate of Service* of the Combined Notice [Docket No. 190] (the "Combined Notice Certificate" and together with the Publication Notice Certificate, the "Certificates");

m. filed, on April 11, 2024, the *Notice of Extension of Voting Deadline and Opt-Out Deadline to May 7, 2024 at 4:00 P.M. (Prevailing Central Time)* [Docket No. 198], extending the deadline for voting to accept or reject the Plan, as well as the deadline to submit the Opt-Out Forms (respectively, the "Voting Deadline" and the "Opt-Out Deadline") to May 7, 2024 at 4:00 prevailing Central Time;

n. filed, on April 30, 2024, the *Plan Supplement for the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* [Docket No. 283] (as may be amended, supplemented, or otherwise modified from time to time, the "Plan Supplement");

o. filed, on May 10, 2024, a further modified version of the Plan [Docket No. 325], attached hereto as **Exhibit A**;

p. filed, on May 10, 2024, the *Declaration of Stephenie Kjontvedt Regarding the Solicitation and Tabulation of Votes on the Joint Prepackaged Plan of*

Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 327] (the "Voting Report");

q. filed, on May [•], 2024, the *First Amended Plan Supplement for the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [•]];

r. filed, on May [•], 2024, the *Memorandum of Law of CURO Group Holdings Corp. and Its Debtor Affiliates in Support of an Order Approving the Debtors' Disclosure Statement for, and Confirming, the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [•]] (the "Confirmation Brief");

s. filed, on May [•], 2024, the *Declaration of Douglas Clark in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [•]] (the "Clark Declaration");

t. filed, on May [•]. 2024, the *Declaration of Joe Stone in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. [•]] (the "Stone Declaration" and, together with the Clark Declaration, the "Confirmation Declarations"); and

u. operated their businesses and managed their properties during these Chapter 11 Cases as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

The Court having:

a. entered, on April 1, 2024, the Disclosure Statement Order;

b. set May 7, 2024, at 4:00 p.m. prevailing Central Time as the deadline to file objections to the Disclosure Statement and the Plan (the "Objection Deadline");

c. set May 14, 2024, at 1:30 p.m. prevailing Central Time as the date and time for the Combined Hearing, pursuant to Bankruptcy Rules 3017 and 3018 and Bankruptcy Code sections 1126, 1128, and 1129;

d. reviewed the Plan, including but not limited to the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan, the Disclosure Statement, the Disclosure Statement Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Voting Report, the Combined Notice, the Certificates, and all filed pleadings, declarations, affidavits, certificates, exhibits, statements, and comments regarding final approval of the Disclosure Statement and Confirmation of the Plan, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Case;

e. considered the Restructuring Transactions incorporated and described in the Plan or Plan Supplement, as applicable;

f. held the Combined Hearing;

g. heard the statements and arguments made by counsel with respect to the Confirmation of the Plan and approval of the requested relief in the Disclosure Statement Motion, including the approval of the solicitation procedures (the "Solicitation Procedures") and the schedule (the "Confirmation Schedule") set forth therein;

h. considered all oral representations, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and Confirmation of the Plan;

i. overruled (i) any and all objections to final approval of the Disclosure Statement and Confirmation, except as otherwise stated or indicated on the record, and/or (ii) all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and

j. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation of the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement and Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS DETERMINED, FOUND, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law

under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. **Jurisdiction, Venue, and Core Proceeding**. The Court has jurisdiction over these Chapter 11 Cases pursuant to section 1334 of title 28 of the United States Code. The Court has exclusive jurisdiction to determine whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code. Approval of the Disclosure Statement, including the associated Solicitation Procedures, and Confirmation of the Plan are core proceedings within the meaning of section 157(b)(2) of title 28 of the United States Code. This Court may enter a final order consistent with Article III of the United States Constitution.

C. **Eligibility for Relief**. The Debtors were and are Entities eligible for relief under Bankruptcy Code section 109. The Debtors are proper plan proponents under Bankruptcy Code section 1121(a).

D. **Commencement and Joint Administration of these Chapter 11 Cases**. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 15], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or examiner has been appointed in these Chapter 11 Cases. No statutory committee of unsecured

creditors or equity security holders has been appointed pursuant to Bankruptcy Code section 1102 in these Chapter 11 Cases.

E. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

F. Modifications to the Plan. Pursuant to Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtors proposed certain modifications to the solicitation version of the Plan, as reflected herein, in the Plan Supplement, and/or in the Plan filed with the Court prior to entry of this Confirmation Order. The Plan Modifications constitute technical or clarifying changes, changes made at the request of the Court, or modifications that do not otherwise materially and adversely affect or change the treatment of any Claim or Interest under the Plan. The Plan Modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement, and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under Bankruptcy Code section 1125 or the resolicitation of votes on the Plan under Bankruptcy Code section 1126, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

G. Disclosure Statement Order. On April 1, 2024, the Court entered the Disclosure Statement Order, conditionally approving the Disclosure Statement and approving the

Confirmation Schedule (subject to modifications as necessary), including setting May 7, 2024, at 4:00 p.m. prevailing Central Time as the Objection Deadline. On April 11, 2024, in accordance with paragraph 9 of the Disclosure Statement Order, the Debtors filed the *Notice of Extension of Voting Deadline and Opt-Out Deadline to May 7, 2024 at 4:00 P.M. (Prevailing Central Time)* [Docket No. 198], extending both the Voting Deadline and the Opt-Out Deadline to May 7, 2024 at 4:00 prevailing Central Time.

H. **Burden of Proof—Confirmation of the Plan**. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of Bankruptcy Code sections 1129(a) and 1129(b) by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation of the Plan. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

I. **Notice**. As evidenced by the Certificates and the Voting Report, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Plan (and the opportunity to opt out of the Third-Party Releases), the Disclosure Statement, the Combined Hearing, the Objection Deadline, any applicable bar dates and hearings described in the Disclosure Statement Order or the Plan, the Plan Supplement, and all of the other materials distributed by the Debtors in connection with Confirmation of the Plan in compliance with the Bankruptcy Code, including Bankruptcy Code sections 1125, 1126(b), and 1128, the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Bankruptcy Local Rules, and the procedures set forth in the Disclosure Statement Order. No other or further notice is or shall be required.

J. **Disclosure Statement**. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-

bankruptcy laws, rules, and regulations, including the Securities Act, and (b) "adequate information" (as such term is defined in Bankruptcy Code section 1125(a) and used in Bankruptcy Code section 1126(b)(2)) with respect to the Debtors, the Plan, and the transactions contemplated therein. The filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b), and the Disclosure Statement, the Plan, the Solicitation Packages, and the Opt-Out Forms provided all parties in interest with sufficient notice regarding the settlement, release, exculpation, and injunction provisions contained in the Plan in compliance with Bankruptcy Rule 3016(c).

K. Ballots.

a. The Classes of Claims and Interests entitled to vote to accept or reject the Plan (the "Voting Classes") are set forth below:

Class	Designation
Class 3	Prepetition 1L Term Loan Claims
Class 4	Prepetition 1.5L Notes Claims
Class 5	Prepetition 2L Notes Claims
Class 11	Existing CURO Interests

b. The Ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan. As evidenced by the Voting Report, Classes 3, 4, 5, and 11 have voted to accept the Plan in accordance with the requirements of Bankruptcy Code sections 1126 and 1129.

L. Solicitation.

a. As described in the Voting Report, the solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, including the Securities Act.

b. As described in the Voting Report and the Confirmation Declarations, as applicable, prior to commencing these Chapter 11 Cases, the Debtors caused the Solicitation Packages, and on or before April 1, 2024, the Combined Notice, to be transmitted and served to all Holders in the Voting Classes, in compliance with the Bankruptcy Code, including Bankruptcy Code sections 1125 and 1126, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Disclosure Statement Order, and any applicable non-bankruptcy

law. Transmission and service of the Solicitation Packages and the Combined Notice were timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases. No further notice is required.

c. As set forth in the Voting Report, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim or Interest as of March 13, 2024 (the "Voting Record Date"). The establishment and notice of the Voting Record Date were reasonable and sufficient.

d. The period during which the Debtors solicited votes to accept or reject the Plan was a reasonable and sufficient period of time for Holders in the Voting Classes to make an informed decision to accept or reject the Plan.

e. Under Bankruptcy Code section 1126(f), Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 6 (Securitization Facilities Claims), and Class 7 (General Unsecured Claims) (collectively, the "Deemed Accepting Classes") are Unimpaired and conclusively presumed to have accepted the Plan. The Debtors were therefore not required to solicit votes from the Deemed Accepting Classes. Further, the Debtors were not required to solicit votes from the Holders of Claims in Class 9 (Section 510(b) Claims), which were deemed to reject the Plan (the "Deemed Rejecting Class"). Holders of Claims in Class 8 (Intercompany Claims) and Holders of Interests in Class 10 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Nevertheless, the Debtors served, or caused to be served, Holders in the non-voting Classes with the Combined Notice and the Opt-Out Forms.

M. Voting. As evidenced by the Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, and any applicable non-bankruptcy law, rule, or regulation.

N. Plan Supplement. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents are good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the RSA (including, for the avoidance of doubt, any consent or consultation rights set forth or

incorporated therein), and only consistent therewith, the Debtors reserve the right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date. All parties were provided due, adequate, and sufficient notice of the Plan Supplement and no further notice is required.

O. **Valuation**. The Debtors' Valuation Analysis included as Exhibit D to the Disclosure Statement and the estimated enterprise value, as described therein, is reasonable, proposed in good faith, and supported by the Confirmation Declarations and the evidence presented at or prior to the Combined Hearing. The Valuation Analysis (i) is reasonable, persuasive, and credible as of the date such analysis was prepared, presented, or proffered, and (ii) uses reasonable and appropriate methodologies and assumptions.

P. **Compliance with Bankruptcy Code Requirements—Section 1129(a)(1)**. The Plan complies with all applicable provisions of the Bankruptcy Code as required by Bankruptcy Code section 1129(a)(1). In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

a. Proper Classification—Sections 1122 and 1123. The classification of Claims under the Plan is proper and satisfies the requirements of Bankruptcy Code sections 1122(a) and 1123(a)(1). Article III of the Plan provides for the separate classification of Claims and Interests into 11 Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

b. Specified Unimpaired Classes—Section 1123(a)(2). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(2). Article III of the Plan specifies that Claims in the following Classes (the "Unimpaired Classes") are Unimpaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 1	Other Secured Claims
Class 2	Other Priority Claims

Class 6	Securitization Facilities Claims
Class 7	General Unsecured Claims

i. Additionally, Article II of the Plan specifies that Allowed Administrative Claims, Professional Fee Claims, DIP Claims, Priority Tax Claims, Restructuring Expenses and Trustee Fees, and Postpetition Securitization Facilities Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

c. Specified Treatment of Impaired Classes—Section 1123(a)(3). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(3). Article III of the Plan specifies that Claims and Interests, as applicable, in the following Classes (the "Impaired Classes") are Impaired under the Plan within the meaning of Bankruptcy Code section 1124, and describes the treatment of such Classes:

Class	**Designation**
Class 3	Prepetition 1L Term Loan Claims
Class 4	Prepetition 1.5L Notes Claims
Class 5	Prepetition 2L Notes Claims
Class 11	Existing CURO Interests

d. No Discrimination—Section 1123(a)(4). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(4). The Plan provides for the same treatment by the Debtors of each Claim or Interest in each respective Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

e. Adequate Means for Plan Implementation—Section 1123(a)(5). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(5). The provisions in Article IV and elsewhere in the Plan, and in the exhibits and attachments to the Plan, the Plan Supplement, and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including, among other provisions: (a) the good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan; (b) authorization for the Debtors and the Reorganized Debtors, as applicable, to take all actions necessary to effectuate the Plan, including those actions necessary to effectuate the Restructuring Transactions and any restructuring transaction steps set forth in the Plan Supplement, as the same may be modified or amended (in accordance with the terms of the Plan and the RSA, subject, in each case, to any consent rights set forth or incorporated therein) from time to time prior to the Effective Date; (c) the funding and sources of consideration for the Plan distributions, including the Exit Facility, the New Equity Interests, the New Warrants, the CVRs, the Cash on hand from the utilization of the Securitization Facilities, and the Cash on hand from operations and the proceeds of borrowings under the DIP Facility; (d) preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (e) the vesting of the Estates' assets in the respective Reorganized Debtors; (f) the preservation of Causes of Action not

released pursuant to the Plan; (g) the cancellation of existing agreements evidencing Claims or Interests pursuant to Article IV.G of the Plan, except with respect to the Securitization Facilities Amendments, or to the extent otherwise provided in the Plan; (h) the authorization and approval of corporate actions under the Plan; (i) the adoption of the Governance Documents; (j) the appointment of the New Board; (k) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (l) the entry into the CVR Agreement and the distribution of the CVRs as specified in the Plan; (m) the entry into the New Warrant Agreement and the distribution of the New Warrants as specified in the Plan; (n) the entry into the Exit Facility and the Exit Facility Documents as specified in the Plan; (o) the assumption of certain employment obligations; (p) the adoption and implementation of the Management Incentive Plan; and (q) the closing of certain of the Chapter 11 Cases.

f. Voting Power of Equity Securities—Section 1123(a)(6). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(6). Article IV.I of the Plan provides that the Governance Documents will comply with Bankruptcy Code section 1123(a)(6). The Governance Documents prohibit the issuance of non-voting Equity Securities to the extent prohibited by Bankruptcy Code section 1123(a)(6) and provide for an appropriate distribution of voting power among the classes of securities possessing voting power.

g. Disclosure of New Directors and Officers—Section 1123(a)(7). The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(7). Article IV.J of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the Governance Term Sheet.

h. Impairment / Unimpairment of Classes—Section 1123(b)(1). The Plan is consistent with Bankruptcy Code section 1123(b)(1). Article III of the Plan impairs or leaves unimpaired each Class of Claims and Interests.

i. Assumption—Section 1123(b)(2). The Plan is consistent with Bankruptcy Code section 1123(b)(2). Article V of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Unexpired Leases and Executory Contracts identified on the Rejected Executory Contract and Unexpired Lease List and as otherwise provided in Article V.A of the Plan, and the payment of Cures, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under Bankruptcy Code section 365. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates. The Debtors' determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, the Debtors' Estates, Holders of Claims, and other parties in interest in the Chapter 11 Cases. Entry of this Combined Order by the Court shall constitute approval of such assumptions, assumptions and assignments, and/or rejections, as applicable, including the assumption of the Executory Contracts or

Unexpired Leases as provided in the Plan Supplement pursuant to Bankruptcy Code sections 365(a) and 1123.

j. Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).

i. Compromise and Settlement. The Plan is consistent with Bankruptcy Code section 1123(b)(3). In accordance with Bankruptcy Rule 9019, and in consideration of the distributions, settlements, and other benefits provided under the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, subordination, and other legal rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The compromise and settlement of such Claims and Interests embodied in the Plan and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

ii. Debtor Releases. Article VIII.C of the Plan describes certain releases granted by the Debtors (the "Debtor Releases"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Releases. The Debtor Releases are a necessary and integral element of the Plan, and are fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Releases; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases, and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Releases. The Debtor Releases for the Related Parties of the Debtors are appropriate because the Related Parties of the Debtors share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, and actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

iii. Third Party Release. Article VIII.D of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Release"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under

the Plan and with respect to the Reorganized Debtors. The Combined Notice sent to Holders of Claims and Interests, the Publication Notice published in the *New York Times* on April 3, 2024, and the Ballots sent to all Holders of Claims and Interests entitled to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

1. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct, or gross negligence.

2. The releases of the Related Parties of the Debtors are an integral component of the compromises and settlements contained in the Plan. The Related Parties of the Debtors: (a) made a substantial and valuable contribution to the Debtors' restructuring and the estates; (b) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates in a challenging environment; (c) attended numerous meetings related to the restructuring; and (d) met frequently and directed the restructuring negotiations that led to the RSA and the Plan. Litigation by the Debtors against the Related Parties of the Debtors would be a distraction to the Debtors' business and restructuring and would decrease rather than increase the value of the estates.

3. The releases of the Agents/Trustees and Consenting Stakeholders are integral components of the compromises and settlements contained in the Plan. The Agents/Trustees and the Consenting Stakeholders, as applicable: (a) negotiated the RSA and Plan; (b) supported the Debtors' businesses through consensual debtor in possession financing; and (c) invested significant time and effort to make the restructuring a success and preserve the value of the Debtors' estates. The releases of the Agents/Trustees and the Consenting Stakeholders contained in the Plan have the consent of

the Debtors and the Releasing Parties and are in the best interests of the estates.

iv. Exculpation. The exculpation, described in Article VIII.E of the Plan (the "Exculpation"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, the RSA, these Chapter 11 Cases, the Canadian Recognition Proceedings, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the RSA, the Disclosure Statement or the Plan, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for criminal acts, actual fraud, willful misconduct, and gross negligence as determined by a Final Order, is consistent with applicable law in this jurisdiction.

1. Solely with respect to the exculpation provisions, notwithstanding anything to the contrary in the Plan or Plan Supplement, each of the 1125(e) Covered Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security offered or sold under the Plan. No Entity or Person may commence or pursue a Claim or Cause of

Action of any kind against any of the 1125(e) Covered Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to this paragraph without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action for actual fraud, gross negligence, or willful misconduct against any such 1125(e) Covered Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such 1125(e) Covered Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

v. Injunction. The injunction provision set forth in Article VIII.F of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Releases, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

1. Notwithstanding anything to the contrary in this Combined Order and subject to paragraphs 39 and 40, no Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E, of the Plan, without the Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party; *provided*, *however*, that no Claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer without leave of the Canadian Court.

2. Pursuant to Article IV.F of the Plan and in accordance with Bankruptcy Code section 1123(b)(3)(B), but subject to Article VIII of the Plan, each Reorganized Debtor, as applicable, shall retain and may enforce all Causes of Action of the Debtors, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released or waived by the Debtors pursuant to the Debtor Releases or Exculpation, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan

Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

3. The release and discharge of all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.B of the Plan (the "Lien Release") is necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

4. Notwithstanding anything to the contrary herein, nothing in the Plan or the Combined Order shall modify the rights if any, of any current or former counterparty to a non-residential real property lease, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or nonbankruptcy law, including, but not limited to: (a) the ability, if any, of such counterparty to setoff or recoup a security deposit held pursuant to the terms of its lease with the Debtors, or any successors to the Debtors, under the Plan; (b) assertion of rights of setoff or recoupment, if any, in connection with the reconciliation of Claims; or (c) assertion of setoff or recoupment as a defense, if any, to any claim or action by the Debtors or any successors to the Debtors.

k. Additional Plan Provisions—Section 1123(b)(6). The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1123(b)(6).

Q. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfied the requirements of Bankruptcy Code section 1129(a)(2). Specifically, each Debtor:

a. is eligible to be a debtor under Bankruptcy Code section 109 and a proper proponent of the Plan under Bankruptcy Code section 1121(a);

b. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and

c. complied with the applicable provisions of the Bankruptcy Code, including Bankruptcy Code sections 1125 and 1126, the Bankruptcy Rules, the Bankruptcy Local Rules, any applicable non-bankruptcy law, rule and regulation, the Disclosure Statement Order, and all other applicable law, in transmitting the

Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan

R. Plan Proposed in Good Faith—Section 1129(a)(3). The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(3). The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the RSA, the process leading to Confirmation, including the overwhelming support of Holders of Claims and Interests for the Plan, and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and the record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing on conditional approval of the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital and organizational structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. The Plan (including the Plan Supplement and all other documents necessary to effectuate the Plan) was negotiated in good faith and at arm's-length among the Parties, and the compromises and settlements embodied in the Plan are reasonable given the facts and circumstances surrounding the Debtors and these Chapter 11 Cases. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1125(e), 1129, and 1142, and are each integral to the Plan, and necessary for the Debtors' successful reorganization.

S. Payment for Services or Costs and Expenses—Section 1129(a)(4). The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and

expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4).

T. **Directors, Officers, and Insiders—Section 1129(a)(5)**. Article IV.J of the Plan sets forth the structure of the New Board, which shall consist of initial members as disclosed in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of Bankruptcy Code section 1129(a)(5).

U. **No Rate Changes—Section 1129(a)(6)**. Bankruptcy Code section 1129(a)(6) is not applicable to these Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

V. **Best Interest of Creditors—Section 1129(a)(7)**. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7). The Liquidation Analysis attached to the Disclosure Statement as Exhibit E, the Stone Declaration, and the other evidence related thereto in support of the Plan that was proffered or adduced at, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

W. **Acceptance by Certain Classes—Section 1129(a)(8)**. The Plan does not satisfy the requirements of Bankruptcy Code section 1129(a)(8). Classes 1, 2, 6 and 7 constitute

Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with Bankruptcy Code section 1126(f). The Voting Classes voted to accept the Plan. Holders of Intercompany Claims and Interests in Classes 8 and 10 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Holders of Claims in Class 9, however, receive no recovery on account of their Claims or Interests pursuant to the Plan and are deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies Bankruptcy Code sections 1129(a)(10) and 1129(b).

X. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section 507(a)—Section 1129(a)(9). The treatment of Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, Restructuring Expenses and Trustee Fees, and Postpetition Securitization Facilities Claims under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, Bankruptcy Code section 1129(a)(9).

Y. Acceptance by at Least One Impaired Class—Section 1129(a)(10). The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10). As evidenced by the Voting Report, Classes 3, 4, 5 and 11, which are Impaired, voted to accept the Plan by the requisite number and amount of Claims or Interests, determined without including any acceptance of the Plan by any insider (as that term is defined in Bankruptcy Code section 101(31)), specified under the Bankruptcy Code.

Z. Feasibility—Section 1129(a)(11). The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(11). The financial projections attached to the Disclosure

Statement and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in the Confirmation Declarations filed in connection with, the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

AA. **Payment of Fees—Section 1129(a)(12)**. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12). Article XII.C of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a).

BB. **Continuation of Retiree Benefits—Section 1129(a)(13)**. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(13). Except as otherwise specified in the Plan, and subject to Article V of the Plan, Article IV.O of the Plan provides that all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. From and after the Effective Date, all retiree benefits (as defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law.

CC. **Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16)**. Bankruptcy Code sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) do not apply to these

Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

DD. "Cram Down" Requirements—Section 1129(b). The Plan satisfies the requirements of Bankruptcy Code section 1129(b). Notwithstanding the fact that the Deemed Rejecting Classes have been deemed to reject the Plan, the Plan may be confirmed pursuant to Bankruptcy Code section 1129(b)(1). *First*, all of the applicable requirements of Bankruptcy Code section 1129(a) other than Bankruptcy Code section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (a) no Holder of any Claim or Interest that is junior to such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and (b) no Holder of a Claim or Interest in a Class senior to such Class is receiving more than 100 percent recovery on account of its Claim or Interest. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Class. *Third*, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Class because similarly situated creditors will receive substantially similar treatment on account of their Claim or Interest irrespective of Class. Holders of Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, and Existing CURO Interests voted to accept the Plan in sufficient number and in sufficient amount to constitute accepting classes under the Bankruptcy Code. Therefore, the Plan satisfies Bankruptcy Code section 1129(b)(1) and can be confirmed.

EE. Only One Plan—Section 1129(c). The Plan satisfies the requirements of Bankruptcy Code section 1129(c). The Plan is the only chapter 11 plan filed in each of these Chapter 11 Cases.

FF. **Principal Purpose of the Plan—Section 1129(d)**. The Plan satisfies the requirements of Bankruptcy Code section 1129(d). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act.

GG. **Small Business Case—Section 1129(e)**. None of these Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and, accordingly, Bankruptcy Code section 1129(e) is inapplicable.

HH. **Good Faith Solicitation—Section 1125(e)**.

a. Each of the 1125(e) Covered Parties and each of their respective Related Parties, have acted fairly, in "good faith" within the meaning of Bankruptcy Code section 1125(e), and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the execution, delivery, and performance of the RSA, the solicitation and tabulation of votes on the Plan, and the activities described in Bankruptcy Code section 1125, as applicable, and are entitled to the protections afforded by Bankruptcy Code section 1125(e).

b. The Debtors and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including Bankruptcy Code section 1125(g), with regard to the offering, issuance, and distribution of recoveries under the Plan and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

II. **Satisfaction of Confirmation Requirements**. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in Bankruptcy Code section 1129.

JJ. **Likelihood of Satisfaction of Conditions Precedent to the Effective Date**. Each of the conditions precedent to the Effective Date, as set forth in Article IX.B of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article IX.C of the Plan.

KK. **Implementation**. All documents and agreements necessary to implement the Plan, including the Definitive Documents, and all other relevant and necessary documents have been or

will be negotiated in good faith and at arm's-length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. Consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

LL. Disclosure of Facts. The Debtors have disclosed all material facts regarding the Plan, including with respect to consummation of the Restructuring Transactions, and the fact that each Debtor will emerge from its Chapter 11 Case as a validly existing separate corporate entity, limited liability company, partnership, or other form, as applicable.

MM. Good Faith. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. Accordingly, the Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of Bankruptcy Code section 1125(e) if they proceed to: (a) consummate the Plan, the Restructuring Transactions, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Combined Order; and (b) take any actions authorized and directed or contemplated by this Combined Order.

NN. Essential Element of the Plan. The terms and conditions of each of the Exit Facility, the New Warrants, the CVRs, and the Securitization Facilities and the Debtors' entry into the Exit Facility Documents, New Warrant Agreement, CVR Agreement, and Securitization

Facilities Amendments, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the consummation thereof, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Exit Facility, New Warrants, CVRs, and Securitization Facilities Amendments are critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment consistent with their fiduciary duties in determining to enter into the Exit Facility Documents, New Warrant Agreement, CVR Agreement, and Securitization Facilities Amendments, each of which have been negotiated in good faith and at arm's-length. The execution, delivery, or performance by the Debtors or the Reorganized Debtors, as applicable, of any of the Exit Facility Documents, New Warrant Agreement, CVR Agreement, and Securitization Facilities Amendments, and any other document and transaction contemplated by the Plan and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof is authorized by, and will not conflict with, the terms of the Plan or this Combined Order.

ORDER

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. **Disclosure Statement**. The Disclosure Statement is approved in all respects on a final basis.

2. **Solicitation**. The Solicitation complied with the Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases, and complied with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

3. **Confirmation of the Plan**. The Plan is approved in its entirety and **CONFIRMED** under Bankruptcy Code section 1129. The terms of the Plan, including the Plan Supplement (including any supplements, amendments, or modifications thereof in accordance with this

Combined Order and the Plan), are incorporated by reference into and are an integral part of this Combined Order.

4. **Objections**. All parties have had a full and fair opportunity to be heard on all issues raised by the objections to Confirmation of the Plan or approval of the Disclosure Statement. All objections and all reservations of rights pertaining to Confirmation or final approval of the Disclosure Statement, whether formal or informal, that have not been withdrawn, waived, or settled are hereby **OVERRULED** on the merits and **DENIED**. All objections to Confirmation not filed and served prior to the Objection Deadline, if any, are deemed waived and shall not be considered by the Court. All parties have had a full and fair opportunity to litigate all issues raised or that might have been raised in the objections to final approval of the Disclosure Statement and Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Combined Order.

5. **Plan Modifications**. Subsequent to the filing of the solicitation version of the Plan on March 25, 2024, the Debtors made certain technical modifications to the Plan (the "Plan Modifications"). The Plan Modifications, which were clarifying changes or changes made at the request of the Court and/or the U.S. Trustee, do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of Bankruptcy Code sections 1122 and 1123. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to Bankruptcy Code section 1127(a) and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under Bankruptcy Code section 1125 or resolicitation of votes under Bankruptcy Code section 1126, nor do they require that Holders of

Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

6. **Deemed Acceptance of Plan**. In accordance with Bankruptcy Code section 1126 and Bankruptcy Rule 3019, over two-thirds in dollar amount and one-half in number of Holders of Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, and Existing CURO Interests voted to accept the Plan and all Holders of Claims and Interests, as applicable, or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan. No Holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan Modifications.

7. **No Action Required**. Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, Bankruptcy Code section 1142(b), and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions (subject, in each case, to any consent rights set forth or incorporated in the RSA and the Plan), and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including the Plan Supplement, and the RSA.

8. **Binding Effect**. Upon the occurrence of the Effective Date, the terms of the Plan are immediately effective and enforceable and deemed binding on the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (regardless of whether such Holders of Claims or Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to

or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

9. **Incorporation by Reference**. The terms and provisions of the Plan, the Definitive Documents, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Combined Order.

10. **Vesting of Assets in the Reorganized Debtors**. Except as otherwise provided in the Plan, this Combined Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, this Combined Order, or any agreement, instrument, or other document incorporated herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

11. **Cancellation of Existing Agreements and Interests**. On the Effective Date, except with respect to the Exit Facility, the Securitization Facilities Amendments, or to the extent otherwise provided in the Plan (including any consent rights set forth or incorporated therein), including in Article V.A therein, all notes, instruments, certificates, and other documents evidencing Claims or Interests (other than Intercompany Interests), including credit agreements and indentures, shall be cancelled and the obligations of all parties thereto, including the Debtors

and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect; *provided, however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agent shall continue in effect solely for purposes of allowing the DIP Agent to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the Plan, DIP Orders, and the DIP Facility Documents, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of the Plan, the DIP Orders, and the DIP Facility Documents, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of the DIP Orders and the DIP Facility Documents, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agent or Holders of the DIP Claims under the Plan, as applicable. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan. Any credit agreement, indenture, or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and to allow Agents/Trustees, as applicable, to enforce any of its rights to payment of fees, expenses, and indemnification obligations, including preservation of any charging liens, as against any money or property distributable to such Holders.

12. **Effectiveness of All Actions**. All actions contemplated by the Plan, the RSA, and the Definitive Documents, as the same may be modified from time to time prior to the Effective

Date subject, in each case, to the consent rights set forth or incorporated therein (including, for the avoidance of doubt, the Description of Transaction Steps), are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Combined Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by the unanimous action, consent, approval and vote each of such officers, directors, managers, members, or equity holders (other than an order of the Canadian Court recognizing this Combined Order (the "Confirmation Recognition Order") with respect to property of the Canadian Debtors in Canada).

13. **Restructuring Transactions**. After the Confirmation Date (subject only to entry of the Confirmation Recognition Order with respect to property of the Canadian Debtors in Canada), the Debtors or Reorganized Debtors, as applicable, are authorized to enter into and effectuate the Restructuring Transactions, including the entry into and consummation of the transactions contemplated by the RSA, the Plan, and/or the Definitive Documents (including, for the avoidance of doubt, the Plan Supplement, Exit Facility Documents, and the Securitization Facilities Amendments), as the same may be modified from time to time prior to the Effective Date (including, for the avoidance of doubt, the Description of Transaction Steps), subject, in each case, to the consent rights set forth or incorporated therein, and authorized to enter into any transactions necessary or desirable to effectuate the Restructuring Transactions and the corporate structure of the Reorganized Debtors, in each case pursuant to this Combined Order and applicable bankruptcy law. All initial Holders of New Equity Interests shall be deemed party to the New Stockholders' Agreement, in privity of contract with the other parties to the New Stockholders' Agreement and be bound thereby, whether their ownership is recorded in a register maintained with Reorganized

CURO's transfer agent or through the facilities of DTC, without the need to execute signature pages thereto. Any transfers of assets or equity interests effected, or any obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

14. **Distributions**. The procedures governing distributions contained in Article VI of the Plan shall be, and hereby are, approved in their entirety.

15. **Claims Register**. Any Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Debtors or the Reorganized Debtors without the Debtors or the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest without any further notice to or action, order, or approval of the Court.

16. **Exit Facility**. On the Effective Date, the applicable Reorganized Debtors shall enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents and which terms shall be in all respects consistent with the RSA and the Plan (including any consent rights set forth therein). Confirmation of the Plan shall be deemed (a) approval of the Exit Facility (including the Exit Facility Documents and the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or the Reorganized Debtors, as applicable, in connection therewith), subject to the terms and conditions of the RSA and the Plan (including any consent rights set forth therein) and (b) authorization for the Debtors or the Reorganized Debtors, as applicable, to, without further notice to or order of the Court, and subject to the terms and conditions of the RSA and Plan (including any consent rights set forth therein) (i) execute and deliver those documents necessary or appropriate to obtain the Exit Facility, (ii) act or take action under applicable law, regulation,

order, rule, or vote, consent, authorization, or approval of any Person, subject to such modifications as the Debtors or the Reorganized Debtors may deem to be necessary to consummate the Exit Facility, (iii) grant the Liens and security interests in accordance with the Exit Facility Documents, and (iv) pay of all fees and expenses contemplated by the Exit Facility Documents. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder, in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected as of the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, without the necessity of filing or recording any financing statement, assignment, pledge, notice of lien or any similar document or instrument or taking any action, and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Exit Facility Credit Agreement shall be binding on all parties receiving, and all Holders of, the loans under the Exit Facility. Execution of the Exit Facility Credit Agreement by the Exit Facility Agent shall be deemed to bind all Holders of the DIP Claims and the Prepetition 1L Term Loan Claims as if each such Holder had executed the Exit Facility Credit Agreement with appropriate authorization. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are hereby authorized to make, or cause their applicable non-Debtor Affiliates to make, all filings and recordings, and to obtain, or cause their applicable non-Debtor Affiliates to obtain, all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be

applicable in the absence of the Plan and this Combined Order, and shall cooperate, or cause their applicable non-Debtor Affiliates to cooperate, to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

17. **Securitization Facilities**. To the extent not already approved, the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date) and the Securitization Facilities Amendments applicable to continuation of the Securitization Facilities following the Effective Date, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Debtors or the Reorganized Debtors, as applicable, in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein, are hereby approved. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Securitization Facilities Amendments, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Securitization Facilities Amendments, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Securitization Facilities Amendments, without the necessity of filing or recording any financing statement, assignment, pledge, notice of lien or any similar document or instrument or taking any action, and (d) shall not be subject to avoidance, recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests are hereby authorized to make, or cause their applicable non-Debtor

Affiliates to make, all filings and recordings, and to obtain, or cause their applicable non-Debtor Affiliates to obtain, all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Combined Order, and shall cooperate, or cause their applicable non-Debtor Affiliates to cooperate, to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

18. **New Equity Interests**. On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions, Reorganized CURO shall issue the New Equity Interests, which distribution and issuance shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution, issuance, and/or dilution, as applicable, including the Governance Documents (including the New Stockholders' Agreement), which terms and conditions shall be deemed valid, binding, and enforceable against each Entity receiving such distribution of the New Equity Interests without the need for execution by any party thereto other than the applicable Reorganized Debtor(s). Holders of New Equity Interests shall be deemed to agree to the Governance Documents (including the New Stockholders' Agreement), as the same may be amended or modified from time to time following the Effective Date in accordance with their terms.

19. **New Warrant Agreement**. On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions, Reorganized CURO is authorized to issue and distribute the New Warrants pursuant to the Plan and in accordance with the New Warrant Agreement to Holders of Prepetition 2L Notes Claims. The entry into the New Warrant Agreement and the issuance and distribution of New Warrants pursuant to the Plan shall be duly

authorized and approved without the need for any further corporate action and without any further action by the Debtors or Reorganized Debtors, as applicable. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan and the New Warrant Agreement applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance without the need for execution by any party thereto other that the applicable Reorganized Debtor(s). For the avoidance of doubt, from and after the Effective Date, the New Warrants shall be governed by and in accordance with the New Warrant Agreement, as may be amended or modified in accordance with its terms.

20. **CVR Agreement**. On the Effective Date, subject to the terms and conditions of the Plan and the Restructuring Transactions, Reorganized CURO is authorized to enter into the CVR Agreement with the CVR Agent. The entry into the CVR Agreement and the issuance and distribution of the CVRs pursuant to the Plan shall be duly authorized and approved without the need for any further corporate action and without any further action by the Debtors or Reorganized Debtors, as applicable. After the Effective Date, the CVRs shall either be distributed through DTC, or, if the Debtors, upon consultation with the Ad Hoc Group, determine that distribution through DTC is not reasonably practicable, according to the CVR Distribution Framework, as specified in the Plan. No later than five (5) days after the Effective Date, Reorganized CURO will mail a CVR Notice to Potential CVR Recipients notifying them of their potential right to receive one CVR per share of Existing CURO Interest and each such CVR Notice shall contain (i) information as to the process for a Potential CVR Recipient to receive their CVR (or Cash in lieu of CVR); and (ii) notification that the Potential CVR Recipient will lose the right to obtain

any interest in the CVRs (or to obtain Cash in lieu of a CVR distribution) if the CVR Recipient Certification is not received by the CVR Submission Deadline. The CVRs will be subject to any restrictions in the CVR Agreement to the extent applicable and, pursuant to the CVR Agreement, will be non-transferable (subject to certain permitted transfers). For the avoidance of doubt, from and after the Effective Date, the CVRs shall be governed by and in accordance with the CVR Agreement, as may be amended or modified in accordance with its terms.

21. **Certain Securities Law Matters**. The Debtors' solicitation of (a) Holders of the Prepetition 1L Term Loan Claims in Class 3 and (b) Nominees of Beneficial Holders as of the Voting Record Date of the (i) Prepetition 1.5L Notes Claims in Class 4 and (ii) Prepetition 2L Notes Claims in Class 5 prior to the Petition Date was subject to the United States Securities Act of 1933 (as amended, the "Securities Act") and the regulatory authority of various states under state securities laws ("Blue Sky Laws"). The offering of New Equity Interests (including the DIP Commitment Shares) before the Petition Date to Holders of Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, and Prepetition 2L Notes Claims was exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act. The New Equity Interests will be "securities," as defined in section 2(a)(1) of the Securities Act, Bankruptcy Code section 101, and any applicable Blue Sky Law, and the issuance of the New Equity Interests (other than the DIP Commitment Shares and the New Equity Interests underlying the Management Incentive Plan) pursuant to the Plan shall be exempt from, among other things, the registration requirements of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145, and to the extent such exemption is not available,

then such New Equity Interests will be offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable U.S., state, or local law requiring registration.

22. The CVRs will not constitute "securities" under applicable U.S. securities law. However, to the extent the CVRs do constitute a "security" under applicable U.S. securities laws, the issuance of the CVRs shall be exempt from the registration requirements of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145. Such New Equity Interests and CVRs (to the extent such CVRs constitute a "security") as a result of being offered, issued, and distributed pursuant to Bankruptcy Code section 1145 (a) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) (i) will be freely tradeable and transferable without registration under the Securities Act in the United States by any recipient thereof that is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b) and any restrictions in the Governance Documents and CVR Agreement, as applicable, and (ii) may not be transferred by any recipient thereof that is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom (including by complying with the conditions of Rule 144 under the Securities Act with respect to "control securities").

23. The DIP Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or reliance on Regulation S under the Securities Act, will be considered "restricted securities," and may not

be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. The New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration under the Securities Act and any other applicable U.S., state, or local law requiring registration, and will be considered "restricted securities." The offering, issuance, and distribution of New Equity Interests (other than any New Equity Interests underlying the Management Incentive Plan but including any CVRs to the extent the CVRs constitute securities) pursuant to or in connection with the Plan to persons in Canada will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws pursuant to Section 2.11 of National Instrument 45-106 "Prospectus Exemptions." New Equity Interests (including New Equity Interests distributed outside of Canada) will not be freely tradable in Canada and may only be resold to persons in Canada: (a) pursuant to an available exemption from the prospectus and registration requirements of Canadian Securities Laws; (b) pursuant to a final prospectus qualified under applicable Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade. "Canadian Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the Provinces and Territories of Canada, and the applicable policy statements, notices,

blanket rulings, orders and all other regulatory instruments of the securities regulators in each of such jurisdictions.

24. Each of DTC, any transfer agent for the New Equity Interests, any warrants agent for the New Warrants, or any rights agent for the CVRs, as applicable, shall be required to accept and conclusively rely upon the Plan and Combined Order in lieu of a legal opinion regarding the validity of any transaction contemplated by the Plan and/or the exemption(s) from registration pursuant to which the New Equity Interests, the CVRs and the New Warrants will be issued under the Plan and/or eligible for DTC book-entry delivery, settlement, and depository services. Additionally, on or about the Effective Date, FINRA shall take down the symbol for the existing common stock of the Debtors and remove such equity from trading, including through the OTC Markets or a similar exchange. Furthermore, the New Equity Interests, the CVRs, and the New Warrants may be distributed through DTC pursuant to the Plan in accordance with DTC's customary procedures, or such other means through (i) DTC that the Reorganized Debtors shall request of DTC or (ii) any transfer agent for the New Equity Interests, any warrants agent for the New Warrants, or any rights agent for the CVRs, as applicable.

25. **Compromise of Controversies**. In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan and the entry of this Combined Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019.

26. **Employment Obligations**. Subject to Article V of the Plan, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the

Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to Bankruptcy Code section 1129(a)(13), as of the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law.

27. **Assumption and Assignment of Contracts and Leases**. On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List, without the need for any further notice to or action, order, or approval of the Court, under Bankruptcy Code section 365 and the payment of Cures, if any, shall be paid in accordance with Article V.E of the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. Each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

28. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any

and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases as set forth in Article V.E of the Plan) shall be, and hereby are, approved in their entirety.

29. Nothing in this Combined Order or in any notice or any other document is or shall be deemed an admission by the Debtors that any Assumed Contract is an executory contract or unexpired lease under Bankruptcy Code section 365.

30. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.E of the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Combined Order, and for which any Cure has been fully paid pursuant to Article V.E of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

31. For the avoidance of doubt, upon assumption of an Unexpired Lease, the Debtors or the Reorganized Debtors, as applicable, shall be obligated to pay or perform, unless waived or otherwise modified by any amendment to such Unexpired Lease mutually agreed to by the applicable landlord and Debtor(s), any accrued, but unbilled and not yet due to be paid or performed, obligations as of the applicable deadline to File objections or disputes to the Cure for such Unexpired Lease under such assumed Unexpired Lease, including, but not limited to,

common area maintenance charges, taxes, year-end adjustments, indemnity obligations, and repair and maintenance obligations, under the Unexpired Lease, regardless of whether such obligations arose before or after the Effective Date, when such obligations become due in the ordinary course; provided that all rights of the parties to any such assumed Unexpired Lease to dispute amounts asserted thereunder are fully preserved.

32. For the avoidance of doubt, to the extent an Executory Contract or an Unexpired Lease is assumed pursuant to Bankruptcy Code section 365, any agreement with a Debtor guaranteeing performance under such Executory Contract or Unexpired Lease shall also be assumed in connection with the assumption of such Executory Contract or Unexpired Lease.

33. All Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be asserted in accordance with Article V.D of the Plan and shall be treated as General Unsecured Claims, as applicable, pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Notwithstanding anything to the contrary herein or in the Plan, the deadline for NNN REIT LP and/or its affiliates to file any Claim resulting from the rejection of the sublease at its leased premises shall be thirty (30) days after entry of the Combined Order. If the Debtors or Reorganized Debtors, as applicable, seek to disallow any Claim filed by NNN REIT LP and/or its affiliates, then the Debtors or Reorganized Debtors, as applicable, shall provide notice and an opportunity to object as required by the Bankruptcy Code and the Bankruptcy Rules.

34. **Exemption from Transfer Tax and Recording Fees**. To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the

issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Exit Facility or the Securitization Facilities; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of this Combined Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

35. **Authorization to Consummate**. The Debtors are authorized to consummate the Plan, solely in accordance with the terms thereof (including any consent rights set forth or

incorporated therein) after the entry of this Combined Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article IX of the Plan.

36. **Professional Compensation**. All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date. No funds in the Professional Fee Escrow Account shall be considered property of the Estates of the Debtors or the Reorganized Debtors. When all Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Court. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331, 363, and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

37. **Release, Exculpation, Discharge, and Injunction Provisions**. The release, exculpation, discharge, and injunction provisions embodied in the Plan, including those contained in Article VIII.A-F. of the Plan, are hereby approved and authorized in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further

order or action by this Court. Notwithstanding anything to the contrary herein, nothing in the Plan or the Combined Order shall modify the rights if any, of any current or former counterparty to a non-residential real property lease, to assert any right of setoff or recoupment that such party may have under applicable bankruptcy or nonbankruptcy law, including, but not limited to: (i) the ability, if any, of such counterparty to setoff or recoup a security deposit held pursuant to the terms of its lease with the Debtors, or any successors to the Debtors, under the Plan; (ii) assertion of rights of setoff or recoupment, if any, in connection with the reconciliation of Claims; or (iii) assertion of setoff or recoupment as a defense, if any, to any claim or action by the Debtors or any successors to the Debtors.

38. **Conditions Precedent to Effective Date**. The Plan shall not become effective unless and until all conditions set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan.

39. **Restructuring Expenses.** The Debtors' payment of the Restructuring Expenses and Trustee Fees incurred, or estimated to be incurred, up to and including the Effective Date, in accordance with the terms of the Plan, is hereby approved. All Restructuring Expenses and Trustee Fees to be paid on the Effective Date, or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases), shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses or Trustee Fees. On the Effective Date, invoices for all Restructuring Expenses and Trustee Fees incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary

course, Restructuring Expenses and Trustee Fees related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

40. **Preservation of SEC Police and Regulatory Powers**. Notwithstanding any provision to the contrary, nothing in the Plan, Plan Supplement, Disclosure Statement or this Combined Order shall (i) release, enjoin, or discharge any monetary or non-monetary claim, right or cause of action of the United States Securities and Exchange Commission ("SEC"), acting in its police and regulatory capacity, against any Released Party (including any Debtor or Reorganized Debtor) or any other non-debtor Person or non-debtor Entity, or (ii) prevent, restrict, limit, enjoin, or impair the SEC from commencing or continuing any investigation, action or proceeding, in its police and regulatory capacity, against any Released Party (including any Debtor or Reorganized Debtor) or any other non-debtor Person or non-debtor Entity in any non-bankruptcy forum; *provided* that nothing in the Plan, Plan Supplement, Disclosure Statement, or this Combined Order shall alter any legal or equitable rights of the Debtors, the Reorganized Debtors, Released Party, or other non-debtor Person or non-debtor Entity with respect to any such claim, liability, cause of action, investigation, action, or proceeding. For the avoidance of doubt, the SEC shall not be a Released Party or Releasing Party under the Plan.

41. **Governmental Claims**. Nothing in the Combined Order or the Plan shall effect a release of any claim by the United States or any of its agencies or any state and local authority whatsoever, including without limitation any claim arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person, nor shall anything in the Combined Order or the Plan enjoin the United States or any state or local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatever, including without limitation

any claim, suit or action arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against such persons, nor shall anything in the Combined Order or the Plan exculpate any party or person from any liability to the United States or any of its agencies or any state and local authority whatsoever, including any liabilities arising under the Internal Revenue Code, the environmental laws or any criminal laws of the United States or any state and local authority against any party or person.

42. **Compliance with Tax Requirements**. In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Disbursing Agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

43. **Texas Taxing Authorities**. For purposes of this Combined Order only, notwithstanding anything to the contrary in the Plan or this Combined Order, the prepetition Allowed Claims of the Texas Taxing Authorities[3] with respect to ad valorem taxes secured by

[3] "Texas Taxing Authorities" are defined as Bee County, Bexar County, Cameron County, Dallas County, Ellis County, Grayson County, Greenville Independent School District, Hidalgo County, Hopkins County, City of Houston, Houston Community College System, Houston Independent School District, Irving Independent School District, Kaufman County, Kleberg County, Lamar CAD, City of McAllen, McLennan County, Nueces County, City of

valid, senior, perfected, enforceable, and nonavoidable liens as of the Petition Date (the "Texas Taxing Authority Claims"), if any, shall be classified on the Effective Date as Class 1 – Other Secured Claims. The Texas Taxing Authority Claims will be paid, or otherwise satisfied as Class 1 – Other Secured Claims in accordance with the terms of the Plan, on the later of the Effective Date or when due pursuant to applicable non- bankruptcy law. The Texas Taxing Authority Claims shall include all accrued interest required to be paid under Bankruptcy Code section 506(b) through the date of payment. To the extent valid, senior, perfected, enforceable, and nonavoidable as of the Petition Date, the prepetition tax liens of the Texas Taxing Authorities, if any, shall be expressly retained in accordance with applicable non-bankruptcy law until the applicable Texas Taxing Authority Claims are paid in full. The Texas Taxing Authorities' lien priority shall not be primed or subordinated by any exit financing entered into in conjunction with the confirmation of the Plan or otherwise. In the event that collateral that secures a Texas Taxing Authority Claim is returned pursuant to the Plan to a creditor holding a lien that is junior to that of the Texas Taxing Authorities, the Debtors shall first pay all ad valorem property taxes that are secured by such collateral. All rights and defenses of the Debtors and the Reorganized Debtors under applicable law are reserved and preserved with respect to such Texas Taxing Authority Claims. The Debtors and the Reorganized Debtors, as applicable, reserve all their defenses and rights, if any, to dispute

Pasadena, San Marcos CISD, Smith County, City of Sulphur Springs, Sulphur Springs Inde-pendent School District, Tarrant County, Texas City Independent School District, Victoria County, Bell County Tax Appraisal District, Bowie Central Appraisal District, Brazos County, Calhoun County Appraisal District, Comal County, Denton County, Guadalupe County, Harri-son County, Harrison CAD, Hays County, Hill County, Hill CAD, City of Waco et al, Wharton County, Brazoria County Et al, City of Rosenberg, Spring Independent School District, Pasadena Independent School District, Alief Independent School District, Mission Bend Municipal Utility District 2, Walker County Appraisal District, Cooke County, et al, City of Garland, Gar-land Independent School District, Cleburne Independent School District, City of Cleburne, Johnson County, City of Haltom City, Crowley Independent School District, Nacogdoches County, et al., Tyler Independent School District, Titus County Appraisal District, et al., Hunt County, et al., Brownsville Independent School District, Weslaco Independent School District, City of Weslaco.

or object to any Claims, Causes of Action, Proofs of Claim, or pleadings filed by the Texas Taxing Authorities.

44. **Documents, Mortgages, and Instruments**. Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions and this Combined Order.

45. **Continued Effect of Stays and Injunction**. Unless otherwise provided in the Plan or in this Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

46. **Nonseverability of Plan Provisions Upon Confirmation**. Each provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (c) nonseverable and mutually dependent.

47. **Post-Confirmation Modifications**. Without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan (subject to the consent rights contained in each of the Plan and the RSA). Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the RSA, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to

alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Combined Order, in such manner as may be necessary to carry out the purposes and intent of the Plan (subject to the consent rights contained or incorporated in each of the Plan and the RSA). Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X.A of the Plan.

48. **Applicable Non-bankruptcy Law**. The provisions of this Combined Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

49. **Waiver of Filings**. Any requirement under Bankruptcy Code section 521 or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court or the Office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

50. **Waiver of Section 341 Meeting of Creditors or Equity Holders; Waiver of Schedules and Statements and 2015.3 Reports**. Any requirement under Bankruptcy Code section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is permanently waived as of the Confirmation Date. Any requirements for the Debtors to file the following are permanently waived as of the Confirmation Date: (A) schedules of assets and liabilities and statements of financial affairs and (B) their initial reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Bankruptcy Rule 2015.3.

51. **Notices of Confirmation and Effective Date**. The Reorganized Debtors shall serve notice of entry of this Combined Order in accordance with Bankruptcy Rules 2002 and 3020(c) on all Holders of Claims and Interests within ten Business Days after the date of entry of this Combined Order. As soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall file notice of the Effective Date and shall serve a copy of the same on the above-referenced parties. The above-referenced notices are adequate under the particular circumstances of these Chapter 11 Cases and no other or further notice is necessary.

52. **Failure of Consummation**. Notwithstanding the entry of this Combined Order, if Consummation does not occur, (a) the Plan shall be null and void in all respects; (b) any assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (c) nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

53. **Substantial Consummation**. On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127.

54. **Waiver of Stay**. For good cause shown, the stay of this Combined Order provided by any Bankruptcy Rule or Bankruptcy Local Rule is waived, and this Combined Order shall be effective and enforceable immediately upon its entry by the Court.

55. **References to and Omissions of Plan Provisions**. References to articles, sections, and provisions of the Plan are inserted for convenience of reference only and are not intended to

be a part of or to affect the interpretation of the Plan. The failure specifically to include or to refer to any particular article, section, or provision of the Plan or the Plan Supplement in this Combined Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan and any related documents be confirmed and approved in their entirety, except as expressly modified herein, and incorporated herein by this reference.

56. **Plan Supplement**. Notwithstanding anything to the contrary herein, (a) the Plan Supplement that has been filed as of the date of entry of this Combined Order includes certain documents that have not been determined to be acceptable or reasonably acceptable, as the case may be, to the Debtors, the Required Consenting Stakeholders, or other parties with applicable consent rights under the Plan or the RSA, (b) certain documents included in the Plan Supplement remain subject to further negotiation and are subject to the consent rights set forth in the Plan or the RSA, and (c) as a requirement for satisfaction of the condition precedent in Article IX.B.7 of the Plan, the Plan Supplement will be amended and supplemented with documents that meet the consent rights set forth in the Plan or the RSA prior to the occurrence of the Effective Date and subject to the milestones in the RSA.

57. **Canadian Matters**. Notwithstanding anything to the contrary in this Combined Order, the terms of this Combined Order affecting the property of the Canadian Debtors located in Canada shall be subject to entry of the Confirmation Recognition Order. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the U.S. to give effect to this Combined Order and to assist the Foreign Representative, the Debtors, the Reorganized Debtors, and the Information Officer appointed in the Canadian Recognition Proceeding, and their respective counsel and agents in carrying out the terms of this Combined Order. All courts, tribunals, regulatory and administrative bodies are

hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative, the Debtors, the Reorganized Debtors, and the Information Officer as may be necessary or desirable to give effect to this Combined Order, or to assist the Foreign Representative, the Debtors, the Reorganized Debtors, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Combined Order.

58. **Debtors' Actions Post-Confirmation Through the Effective Date**. During the period from entry of this Combined Order through and until the Effective Date, each of the Debtors shall continue to operate their business as a debtor in possession, subject to the oversight of the Court as provided under the Bankruptcy Code, the Bankruptcy Rules, this Combined Order, and any Final Order of the Court and in accordance with the terms of the Plan, the RSA, and other applicable Definitive Documents.

59. **Headings**. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Combined Order for any other purpose.

60. **Effect of Conflict**. This Combined Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Combined Order. If there is any inconsistency between the terms of the Plan (other than with respect to any consent rights set forth or incorporated therein) and the terms of this Combined Order, the terms of this Combined Order govern and control.

61. **Final Order**. This Combined Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof.

62. **Retention of Jurisdiction**. The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and related to, these Chapter 11 Cases, including the matters set forth in Article XI of the Plan and Bankruptcy Code section 1142.

Signed: May [14], 2024

____
MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Plan

[*Intentionally omitted*]

This is Exhibit “B” referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
	)	
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
	)	
Debtors.[1]	)	(Joint Administration Requested)
	)	

DISCLOSURE STATEMENT RELATING TO THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Dated: March 28, 2024

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

THIS SOLICITATION OF VOTES IS BEING COMMENCED TO OBTAIN VOTES ON THE *JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE*, DATED MARCH 24, 2024 (AS MAY BE AMENDED, MODIFIED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN") FROM CERTAIN PARTIES *BEFORE* THE FILING OF VOLUNTARY CASES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE.[1] A COPY OF THE PLAN IS ATTACHED HERETO AS EXHIBIT A AND IS INCORPORATED HEREIN BY REFERENCE. THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO CERTAIN HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN.

BECAUSE THE CHAPTER 11 CASES HAVE NOT YET BEEN COMMENCED AS OF THE DATE SET FORTH ABOVE, THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1125(A). FOLLOWING THE COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (I) APPROVING THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION, (II) APPROVING THE PREPETITION SOLICITATION OF VOTES FROM CREDITORS AS BEING IN COMPLIANCE WITH BANKRUPTCY CODE SECTIONS 1125 AND 1126(b), AND (III) CONFIRMING THE PLAN AND CORRESPONDING RELIEF FROM THE CANADIAN COURT.

THE DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 19, 2024, UNLESS EXTENDED BY THE DEBTORS (THE "VOTING DEADLINE").

THE RECORD DATE FOR DETERMINING THE PARTIES ELIGIBLE TO VOTE ON THE PLAN IS MARCH 13, 2024 (THE "VOTING RECORD DATE").

DELIVERY OF BALLOT

THE BALLOT MUST BE RETURNED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED ON THE BALLOT.

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURE FOR VOTING ON THE PLAN, PLEASE CONTACT THE CLAIMS AND NOTICING AGENT AT:

BY E-MAIL:
CURO@EPIQGLOBAL.COM
WITH A REFERENCE TO "CURO" IN THE SUBJECT LINE

BY TELEPHONE:
(877) 354-3909 (DOMESTIC) OR +1 (971) 290-1442 (INTERNATIONAL)
AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM

[1] Capitalized terms used but not defined in this Disclosure Statement shall have the meaning ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.**

Pursuant to the Restructuring Support Agreement among the Debtors and the Consenting Stakeholders (as defined therein) entered into on March 22, 2024 (the "RSA"), attached hereto as Exhibit B, the Plan is currently supported by the Debtors and the following Consenting Stakeholders that have executed the RSA:

- **Holders of in excess of 82% in aggregate outstanding principal amount of Prepetition 1L Term Loan Claims;**
- **Holders of in excess of 84% in aggregate outstanding principal amount of Prepetition 1.5L Notes Claims; and**
- **Holders of in excess of 74% in aggregate outstanding principal amount of Prepetition 2L Notes Claims.**

The consummation and effectiveness of the Plan are subject to certain material conditions precedent described herein and set forth in Article IX of the Plan. There is no assurance that the Bankruptcy Court will confirm the Plan or, if the Bankruptcy Court does confirm the Plan, that the conditions necessary for the Plan to become effective will be satisfied or, in the alternative, waived.

The Debtors urge each Holder of a Claim or Interest to consult with its own advisors with respect to any legal, financial, securities, tax, or business advice in reviewing this Disclosure Statement, the Plan, and each proposed transaction contemplated by the Plan.

The Debtors strongly encourage Holders of Claims in Classes 3, 4, and 5 and Holders of Interests in Class 11 to read this Disclosure Statement (including the Risk Factors described in Article VIII hereof) and the Plan in their entirety before voting to accept or reject the Plan. Assuming the requisite acceptances to the Plan are obtained, the Debtors will seek the Bankruptcy Court's approval of the Plan at the Combined Hearing.

RECOMMENDATION BY THE DEBTORS

EACH DEBTOR'S BOARD OF DIRECTORS, BOARD OF MANAGERS, SOLE MEMBER, OR MANAGER, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH OF THE DEBTOR'S ESTATES, AND PROVIDE THE BEST RECOVERY TO CLAIM AND INTEREST HOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE PLAN AND RELATED TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES. EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND NOTICING AGENT NO LATER THAN APRIL 19, 2024 AT 4:00 P.M. (PREVAILING CENTRAL TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH ON THE BALLOT.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE VIII HEREIN.

HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS DISCLOSURE STATEMENT AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS AND ANTICIPATED EVENTS IN THE CHAPTER 11 CASES AND THE CANADIAN RECOGNITION PROCEEDING. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS OR INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN AND THE RSA.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTIONS CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE IX OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE VIII, ENTITLED "RISK FACTORS" BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE BANKRUPTCY COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL, STATE OR FOREIGN SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS AND FORWARD-LOOKING STATEMENTS

The Bankruptcy Court has not reviewed this Disclosure Statement or the Plan, and the securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the SEC under the Securities Act of 1933, as amended (the "Securities Act"), or any securities regulatory authority of any state under any state securities law ("Blue-Sky Laws"). The Plan has not been approved or disapproved by the SEC or any similar federal, state, local, or foreign federal regulatory authority and neither the SEC nor any such similar regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. The Debtors are relying on Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, and similar Blue-Sky Laws provisions, to exempt from registration under the Securities Act and Blue-Sky Laws the offer to certain Holders of Prepetition 1.5L Notes Claims and Prepetition 2L Notes Claims (and Holders of Existing Curo Interests, to the extent the CVRs constitute securities) of new securities prior to the Petition Date, including in connection with the solicitation of votes to accept or reject the Plan (the "Solicitation"). The securities may not be offered or sold within the United States or to, or for the account or benefit of, United States persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable laws of other jurisdictions. Hedging transactions involving New Equity Interests may not be conducted unless in compliance with the Securities Act.

After the Petition Date, the Debtors will rely on Bankruptcy Code section 1145(a) to exempt from registration under the Securities Act and Blue-Sky Laws the offer, issuance, and distribution, if applicable, of New Equity Interests (other than any DIP Commitment Shares and New Equity Interests underlying the Management Incentive Plan) under the Plan, and to the extent such exemption is not available, then such New Equity Interests will be offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized. The Debtors believe that either the CVRs shall not constitute a "security" under applicable U.S. securities laws or that the issuance of the CVRs shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145.

All DIP Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. Any New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will also be considered "restricted securities."

This Disclosure Statement contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Statements containing words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "target," "model," "can," "could," "may," "should," "will," "would," or similar words or the negative thereof, constitute "forward-looking statements." However, not all forward-looking statements in this Disclosure Statement may

contain one or more of these identifying terms. The Debtors consider all statements regarding anticipated or future matters, including the following, to be forward-looking statements:

- Business strategy;
- Technology;
- Financial condition, revenues, cash flows, and expenses;
- Levels of indebtedness, liquidity, and compliance with debt covenants;
- Financial strategy, budget, projections, and operating results;
- The amount, nature, and timing of capital expenditures;
- Availability and terms of capital;
- Successful results from the Debtors' operations;
- The integration and benefits of asset and property acquisitions or the effects of asset and property acquisitions or dispositions on the Debtors' cash position and levels of indebtedness;
- Costs of conducting the Debtors' other operations;
- General economic and business conditions;
- Effectiveness of the Debtors' risk management activities;
- Counterparty credit risk;
- The outcome of pending and future litigation;
- Uncertainty regarding the Debtors' future operating results;
- Plans, objectives, and expectations;
- The adequacy of the Debtors' capital resources and liquidity;
- Risks in connection with acquisitions;
- The potential adoption of new governmental regulations; and
- The Debtors' ability to satisfy future cash obligations.

Readers are cautioned that any forward-looking statements in this Disclosure Statement are based on assumptions that are believed to be reasonable, but are subject to a wide range of risks, including risks associated with the following: (a) the Debtors' ability to confirm and consummate the Plan; (b) the potential that the Debtors may need to pursue an alternative transaction if the Plan is not confirmed; (c) the Debtors' ability to reduce their overall financial leverage; (d) the potential adverse impact of the Chapter 11 Cases on the Debtors' operations, management and employees;

(e) the risks associated with operating the Debtors' businesses during the Chapter 11 Cases; (f) customer responses to the Chapter 11 Cases; (g) the Debtors' inability to discharge or settle claims during the chapter 11 cases; (h) the Debtors' plans, objectives, business strategy and expectations with respect to future financial results and liquidity, including the ability to finance operations in the ordinary course of business; (i) the Debtors' levels of indebtedness and compliance with debt covenants; (j) additional post-restructuring financing requirements; (k) the amount, nature , and timing of the Debtors' capital expenditures and cash requirements, and the terms of capital available to the Debtors; (l) the effect of competitive products, services, or procuring by competitors; (m) the outcome of pending and future litigation claims; (n) the proposed restructuring and costs associated therewith; (o) the effect of natural disasters, pandemics, and general economic and political conditions on the Debtors; (p) the Debtors' ability to implement cost-reduction initiatives in a timely manner; (q) adverse tax changes; (r) the terms and conditions of the Exit Facility and the New Equity Interests, to be entered into, or issued, as the case may be, pursuant to the Plan; (s) compliance with laws and regulations; and (t) each of the other risks identified in this Disclosure Statement. Due to these uncertainties, reader cannot be assured that any forward-looking statements will prove to be correct. The Debtors are under no obligation to (and expressly disclaim any obligation to) update or alter any forward-looking statements whether as a result of new information, future events, or otherwise, unless instructed to do so by the Bankruptcy Court.

You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, financial projections, and other projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims and Allowed Interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

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[1] Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

CURO Group Holdings Corp., a Delaware corporation ("CURO"), and its affiliated debtors and debtors in possession (collectively, the "Debtors," and together with their non-Debtor affiliates, the "Company"), submit this disclosure statement (this "Disclosure Statement"), pursuant to Bankruptcy Code section 1125, to Holders of Claims against and Interests in the Debtors in connection with the solicitation of votes for acceptance of the Plan. The Plan constitutes a separate chapter 11 plan for each of the Debtors.

THE DEBTORS AND THE CONSENTING STAKEHOLDERS THAT HAVE EXECUTED THE RSA BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

The Company is an omni-channel consumer finance company founded more than 25 years ago to meet the growing needs of consumers looking for convenient and accessible financial and loan services. The Company designs its customer experience to allow consumers to apply for, update and manage their loans in the channels they prefer—in branch, via mobile device or over the phone. The Company currently operates store locations across 13 U.S. states and eight Canadian provinces (with additional services available online in eight Canadian provinces and one territory) and employs approximately 2,856 employees in the U.S. and Canada.

In the last several years, the Company underwent a transformation—it dedicated significant financial and operational resources to maximizing operational efficiencies (at the corporate and branch levels), both in its geographic and product offerings, and sought out ways to strengthen liquidity while operating in a volatile macroeconomic environment. One of the key goals of this transformation was shifting the business model to focus on longer term, higher balance and lower interest rate credit products that have less regulatory and reputational risk than certain other financial products historically offered by the Company. In late 2022 and early 2023, the Company brought in a new C-suite to drive the renewed business plan forward.

As part of the strategic shift, the Company completed an acquisition of two businesses and sale of its legacy, high risk business by mid-2022. At the same time, in an effort to bolster liquidity the Company closed a debt transaction and sale of its low margin business in May and November 2023, respectively. In late 2023, the Company also explored refinancing of the Securitization Facilities to extend the mid-2024 expiration of the recycling period for three of the Securitization Facilities, which provide the necessary liquidity for the Company's operations. Unfortunately, the refinancing efforts were not successful (in large part because of potential refinancing lenders' view that the Company's corporate balance sheet was over-leveraged). The resulting stress on liquidity, coupled with failure to meet forecasted cash levels following the aforementioned dispositions of undesirable business lines, left the Company cash strapped. As a result, after significant deliberation, the Company elected not to make the February 1, 2024 interest payments on two tranches of debt and, with the aid of its advisors, quickly began exploring various financing alternatives, including a comprehensive restructuring.

The Debtors seek confirmation of the Plan that will result in a significant deleveraging of the Company's corporate balance sheet and provide a pathway to extending the Securitization Facilities, and, upon completion of the regulatory approval process, will allow the Company to emerge as a going concern

business. The Plan reflects a fully consensual deal with the Debtors' key stakeholders and unimpairs all general unsecured creditors, encompassing all trade, customer, employee, and landlord Claims.

Among other things, the Plan encompasses the reinstatement of certain senior prepetition debt, and an equitization transaction, by which certain of the Company's prepetition and postpetition lenders will emerge as equity holders. The existing equity holders will receive contingent value rights, which will allow them to realize on potential upside the Company expects to experience subsequent to the reorganization. These Chapter 11 Cases provide the Company with a clear pathway towards continued growth and transformation.

Allowing all general unsecured creditors to recover in full will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process. The central aims of the Plan are speed, efficiency, transparency and cooperation, and, to the greatest degree possible, certainty. The Debtors expect to continue operating normally throughout the court-supervised process and remain focused on serving their customers. With the full support of their lenders, the Debtors seek authority to move through the chapter 11 process on an expedited basis: confirmation in 50 days or less and emergence in not more than 120 days, following a regulatory approval process.

The RSA is a significant achievement for the Debtors. The RSA provides the Company with an expedited path to emergence that minimizes the effects of these Chapter 11 Cases on the value of the Company's brands and operations and the Company's ongoing liquidity position. The Company is well positioned to emerge from bankruptcy with a deleveraged balance sheet, free of burdensome leases and with sufficient liquidity to continue providing high quality and accessible financial services to its customer base.

Each of the Debtors strongly believes that the Plan is in the best interests of the Debtors' estates and represents the best available alternative at this time. The Debtors are confident in their go-forward business plan and believe that they can implement the Restructuring Transactions contemplated by the Plan and the RSA to ensure the Debtors' long-term viability. For these reasons, the Debtors strongly recommend that Holders of Claims and Interests entitled to vote to accept or reject the Plan vote to accept the Plan.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE PLAN

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, Bankruptcy Code section 1125 requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims and interests whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

C. Why are votes being solicited prior to Bankruptcy Court approval of the Disclosure Statement?

By sending this Disclosure Statement and soliciting votes for the Plan prior to approval by the Bankruptcy Court, the Debtors are preparing to seek Confirmation of the Plan shortly after commencing the Chapter 11 Cases. The Debtors will ask the Bankruptcy Court to approve this Disclosure Statement together with Confirmation of the Plan at the same hearing, which may be scheduled as quickly as four weeks after commencing the Chapter 11 Cases, all subject to the Bankruptcy Court's approval and availability.

D. Am I entitled to vote on the Plan?

Your ability to vote on the Plan depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (*i.e.*, as of March 13, 2024). Each category of Holders of Claims or Interests, as set forth in Article III of the Plan pursuant to Bankruptcy Code sections 1122(a) and 1123(a)(1), is referred to as a "Class." Each Class's respective voting status is set forth below:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition 1L Term Loan Claims	Impaired	Entitled to Vote
Class 4	Prepetition 1.5L Notes Claims	Impaired	Entitled to Vote
Class 5	Prepetition 2L Notes Claims	Impaired	Entitled to Vote
Class 6	Securitization Facilities Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 8	Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 11	Existing CURO Interests	Impaired	Entitled to Vote

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

E. What will I receive from the Debtors if the Plan is consummated?

The following table provides a summary of the anticipated recovery to Holders of Claims or Interests under the Plan. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[1]

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[2]
Class 1	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either: (i) payment in full in Cash of its Allowed Other Secured Claim; (ii) the collateral securing its Allowed Other Secured Claim; (iii) Reinstatement of its Allowed Other Secured Claim; or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.	$0	100%
Class 2	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9).	$0	100%
Class 3	Prepetition 1L Term Loan Claims	On the Effective Date, each holder of an Allowed Prepetition 1L Term Loan Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata portion of the Second Out Exit Term Loans.	$246.7 million	100%[3]

[1] The recoveries set forth below may change based upon changes in the amount of Claims that are "Allowed" as well as other factors related to the Debtors' business operations and general economic conditions.

[2] The estimated recovery for Classes 4, 5 and 11 is subject to dilution on account of the Management Incentive Plan.

[3] Note that while Holders of Claims in Class 3 will receive recovery on account of their Claims, their liens upon emergence will be junior to Second Out Exit Term Loans and, therefore, Class 3 is Impaired.

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[2]
Class 4	Prepetition 1.5L Notes Claims	On the Effective Date, each holder of an Allowed Prepetition 1.5L Claim shall receive its Pro Rata share of, (a) 100% of the New Equity Interests, less (b) the Prepetition 2L Notes Distribution and the DIP Equity Fees, subject to dilution by the New Warrants and the Management Incentive Plan.	$715.8 million	42%
Class 5	Prepetition 2L Notes Claims	On the Effective Date, each holder of an Allowed Prepetition 2L Claim shall receive its Pro Rata share of the Prepetition 2L Notes Distribution.	$333.3 million	11%
Class 6	Securitization Facilities Claims	The Securitization Facilities Claims shall be, at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either: (i) Reinstated as of the Effective Date, in accordance with the terms of the Securitization Facilities Amendments, (ii) paid in full in Cash on the Effective Date, or (iii) receive such other treatment as agreed with each holder of the Securitization Facilities Claim.	Undetermined	100%
Class 7	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either: (i) Reinstatement of such Allowed General Unsecured Claim pursuant to Bankruptcy Code section 1124; or (ii) payment in full in Cash on (A) the Effective Date or (B) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.	$29 - $35 million	100%
Class 8	Intercompany Claims	Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor, after consultation with the Required Consenting Stakeholders, either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case, in accordance with the Description of Transaction Steps; *provided however* that all Intercompany Claims owing to any of the Canadian Debtors or any Canadian non-Debtor Affiliates shall be Reinstated and paid in the ordinary course.	N/A	100%
Class 9	Section 510(b) Claims	On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.	N/A	0%

SUMMARY OF ESTIMATED RECOVERIES				
Class	**Claim/Interest**	**Treatment of Claim/ Interest**	**Projected Allowed Amount of Claims**	**Estimated % Recovery Under Plan**[2]
Class 10	Intercompany Interests	On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor, after consultation with the Required Consenting Stakeholders, be either (i) Reinstated or (ii) set off, settled, addressed, distributed, contributed, merged, canceled, or released, in each case, in accordance with the Description of Transaction Steps; *provided, however,* that notwithstanding anything herein to the contrary, the Intercompany Interests in the SPVs (as defined in the Disclosure Statement) shall vest in the Reorganized Debtors free and clear of all Liens, charges, Claims (other than Securitization Facilities Claims or Claims arising under the Securitization Facilities Amendments) or other encumbrances on the Effective Date.	N/A	100%
Class 11	Existing CURO Interests	On the Effective Date, Holders of Existing CURO Interests shall receive, in full and final satisfaction of such Interests, their Pro Rata share of CVRs as further described in Article IV.L of the Plan, *provided, that*, if the CVR Distribution Framework is applicable, then in the event that a Potential CVR Recipient would be eligible to receive CVRs but for the limitation on the Maximum CVR Recipients, Cash in lieu of CVRs, *provided, further*, that if the Cash to be distributed to a particular beneficial holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such holder shall not receive any additional Cash nor any rights under or interest in the CVRs.	$4 million	TBD[4]

F. What will I receive from the Debtors if I hold an Allowed Administrative Claim, DIP Claim, or a Priority Tax Claim?

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Fee Claims), DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

1. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in

[4] Holders of Existing CURO Interests will receive CVRs in exchange for their Interests. Due to the instrument's contingent nature, no Effective Date value has been assigned.

accordance with the following: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

2. DIP Claims

On the Effective Date, in full and final satisfaction of the Allowed DIP Claims (i) the principal amount of and accrued but unpaid interest on the DIP Term Loans shall be on a dollar-for-dollar basis automatically converted into First Out Exit Term Loans, (ii) each Holder of DIP Claims shall receive its Pro Rata portion of the DIP Exit Fee and (iii) each DIP Backstop Commitment Party shall receive its Pro Rata portion of the DIP Backstop Commitment Fee.

3. Professional Fee Claims

a. Final Fee Applications and Payment of Professional Fee Claims

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of professionals incurred in connection with the Canadian Recognition Proceeding shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court.

b. Professional Fee Escrow Account

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount, which shall be funded by the Reorganized Debtors. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

c. Professional Fee Amount

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than three (3) Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

d. Post-Confirmation Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331, 363, and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

4. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C).

5. Payment of Restructuring Expenses

The Restructuring Expenses and Trustee Fees incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth in the Plan, the RSA and the Securitization Orders, as applicable, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses and Trustee Fees to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however,* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses or Trustee Fees. On the Effective Date, invoices for all Restructuring Expenses and Trustee Fees incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses and Trustee Fees related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

6. Postpetition Securitization Facilities Claims

All Postpetition Securitization Facilities Claims shall be at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either (i) Reinstated

as of the Effective Date, in accordance with the terms of the Securitization Facilities Amendments, or (ii) paid in full in Cash on the Effective Date.

G. Are any regulatory approvals required to consummate the Plan?

Yes, the Plan contemplates a regulatory approval process. The Debtors operate in a highly regulated industry, and consummation of the Plan is subject to the Debtors obtaining the necessary state licensing and other authorization or approvals to implement the change of ownership contemplated under the Plan. The Debtors have been working collaboratively with the Consenting Stakeholders to ensure that the regulatory approval process, which will commence after Confirmation of the Plan, is completed as promptly as possible and does not substantially delay the occurrence of the Effective Date.

H. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended Chapter 11 Case, or of a liquidation scenario, see Article X.G of this Disclosure Statement, and the Liquidation Analysis attached hereto as **Exhibit E**.

I. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation," "Effective Date," and "Consummation?"

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter, as specified in the Plan. "Consummation" of the Plan refers to the occurrence of the Effective Date. *See* Article VII.D of this Disclosure Statement, entitled "Conditions Precedent to Confirmation and Consummation of the Plan," for a discussion of conditions precedent to Confirmation and Consummation of the Plan.

J. What are the sources of consideration required under the Plan?

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the Exit Facility, (2) the New Equity Interests, (3) the New Warrants, (4) the CVRs, (5) the Cash on hand from the utilization of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date), and (6) the Debtors' Cash on hand from operations and the proceeds of borrowings under the DIP Facility. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration, as described more fully in Article VI.M of the Plan.

K. Are there risks to owning the New Equity Interests upon the Debtors' emergence from chapter 11?

Yes. *See* Article VIII of this Disclosure Statement, entitled "Risk Factors," for a discussion of such risks.

L. Is there potential litigation related to the Plan?

Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan, which objections potentially could give rise to litigation.

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies Bankruptcy Code section 1129(b). *See* Article X.E of this Disclosure Statement, entitled "Confirmation Without Acceptance by All Impaired Classes."

M. What is the Management Incentive Plan and how will it affect the distribution I receive under the Plan?

The Plan will authorize the Reorganized Debtors to adopt and enter into the Management Incentive Plan, which will reserve up to 10.00% of New Equity Interests on a fully-diluted basis as of the Effective Date for distribution to the participants in the Management Incentive Plan. The issuance of New Equity Interests, if any, under the Management Incentive Plan would dilute all of the New Equity Interests. The New Equity Interests, including New Equity Interests issued under the Management Incentive Plan, are also subject to dilution in connection with the exercise of the CVRs in accordance with the CVR Agreement. The Reorganized Debtors will also be able to enter into such other incentive plans as may be agreed to by the New Board.

N. Does the Plan preserve Causes of Action?

The Plan provides for the retention of all Causes of Action other than those that are expressly waived, relinquished, exculpated, released, compromised, or settled.

In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of the Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the List of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Combined Order, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.

The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of the Plan based on the Disclosure Statement, the Plan or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of the Plan) or any other Final Order (including, without limitation, the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

In accordance with Bankruptcy Code section 1123(b)(3), except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

O. Will there be releases, exculpation, and injunction granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The Debtors' releases, third-party releases, exculpation, and injunction provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations among the Debtors and the Consenting Stakeholders in obtaining their support for the Plan pursuant to the terms of the RSA.

The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

IMPORTANTLY, THE FOLLOWING PARTIES ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES: ALL HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT (1) VALIDLY OPT OUT OF THE RELEASES CONTAINED IN THE PLAN OR (2) FILE AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN BY THE PLAN OBJECTION DEADLINE. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

Based on the foregoing, the Debtors believe that the releases, exculpation, and injunction provisions in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United

States Court of Appeals for the Fifth Circuit. Moreover, the Debtors will present evidence at the Combined Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part below.

1. Discharge of Claims and Termination of Interests

Pursuant to Bankruptcy Code section 1141(d), and except as otherwise specifically provided in the Plan, the Combined Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), in each case whether or not: (1) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to Bankruptcy Code section 502; or (2) the Holder of such a Claim or Interest has accepted the Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

2. Release of Liens

Except as otherwise provided in the Exit Facility Documents, the Plan, the Combined Order, any Canadian Court order with respect to the Canadian charges, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 of the Plan, the Securitization Facilities Claims, and the Postpetition Securitization Facilities Claims, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Combined Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

3. Releases by the Debtors

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the

Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Securitization Facilities Amendments, the Securitization Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement, and all other Definitive Documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Debtor Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence. For the avoidance of doubt, the "Debtor Releases" set forth above do not release (1) any post-Effective Date obligations of any Entity under the Plan or any document, instrument or agreement executed in connection with the Plan with respect to the Debtors, the Reorganized Debtors or the Estates; or (2) the Causes of Action set forth in the List of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

4. Releases by Third Parties

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, the Securitization Facilities Amendments, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the Securitization Facilities Amendments, the Securitization Orders, the New Warrants, the CVR Agreement and all other Definitive Documents, or any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Third-Party Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

5. Exculpation

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action in connection with or arising out of the administration of the Chapter 11 Cases, the Canadian Recognition Proceeding, the negotiation and pursuit of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement and all other Definitive Documents, the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

6. Injunction

Except as otherwise expressly provided in the Plan or the Combined Order or for obligations issued or required to be paid pursuant to the Plan or the Combined Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, *provided however*, that no Claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer without leave of the Canadian Court.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action other than with respect to the Canadian Recognition Proceeding and the Information Officer.

7. Protections Against Discriminatory Treatment

Consistent with Bankruptcy Code section 525 and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

8. Document Retention

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

9. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding Bankruptcy Code section 502(j), unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

For more detail, see Article VIII of the Plan, entitled "Settlement, Release, Injunction, and Related Provisions," which is incorporated herein by reference.

P. When is the deadline to vote on the Plan?

The Voting Deadline is April 19, 2024, at 4:00 p.m. (prevailing Central Time).

Q. How do I vote on the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballot distributed to Holders of Claims that are entitled to vote on the Plan (the "Ballot"). For your vote to be counted, the Ballot containing your vote must be properly completed, executed, and delivered as directed so that it is **actually received** by the Debtors' claims, noticing, and solicitation agent, Epiq Corporate Restructuring, LLC (the "Claims and Noticing Agent") **on or before the Voting Deadline, *i.e.*, April 19, 2024, at 4:00 p.m., prevailing Central Time**. *See* Article IX of this Disclosure Statement, entitled "Solicitation and Voting Procedures," for additional information.

R. Why is the Bankruptcy Court holding a Combined Hearing?

Bankruptcy Code section 1128(a) requires the Bankruptcy Court to hold a hearing on Confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. Shortly after the commencement of the Chapter 11 Cases, the Debtors will request that the Bankruptcy Court schedule the Combined Hearing. All parties in interest will be served notice of the time, date, and location of the Combined Hearing once scheduled. The Combined Hearing may be adjourned from time to time without further notice.

S. What is the purpose of the Combined Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds a debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

T. What is the effect of the Plan on the Debtors' ongoing businesses?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, the occurrence of the Effective Date means that the Debtors will ***not*** be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date that is the first Business Day after the Confirmation Date on which (1) no stay of the Combined Order is in effect and (2) all conditions to Consummation have been satisfied or waived (*see* Article IX of the Plan). On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and, except as otherwise provided by the Plan, may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

U. Will any party have significant influence over the corporate governance and operations of the Reorganized Debtors?

As of the Effective Date, the term of the current members of the board of directors of CURO shall expire, and such Persons shall be deemed to have resigned from the board of directors of CURO or other Governing Body applicable to such Persons, and the initial members of the New Board shall be appointed in accordance with the Governance Term Sheet. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of Reorganized CURO shall serve from and after the Effective Date pursuant to the terms of the Governance Documents and other constituent documents of Reorganized CURO.

Assuming that the Effective Date occurs, Holders of Allowed Claims that receive distributions representing a substantial percentage of outstanding shares of the New Equity Interests may be in a position to influence matters requiring approval by the holders of shares of New Equity Interests, including, among other things, the election of directors of Reorganized CURO and the approval of a change of control of the Reorganized Debtors.

V. Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' Claims and Noticing Agent, Epiq Corporate Restructuring, LLC, via one of the following methods:

By regular mail, hand delivery or overnight mail at:
CURO Group Holdings Corp.
Epiq Corporate Restructuring, LLC
P.O. Box 4422
Beaverton, OR 97076-4422

By electronic mail at:

curo@epiqglobal.com with a reference to "CURO" in the subject line

By telephone (toll free) at:

(877) 354-3909 (DOMESTIC) or +1 (971) 290-1442 (international) and ask to have a member of the Solicitation Team contact you.

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Claims and Noticing Agent at the address above or by downloading the documents from the Debtors' restructuring website at https://dm.epiq11.com/Curo (free of charge) or via PACER at https://www.pacer.gov (for a fee) upon filing.

W. Do the Debtors recommend voting in favor of the Plan?

Yes. The Debtors believe that the Plan provides for a larger distribution to the Debtors' stakeholders than would otherwise result from any other available alternative. The Debtors believe that the Plan, which provides for a significant deleveraging of the Debtors' balance sheet and enables them to emerge from chapter 11 expeditiously, is in the best interest of the Debtors' stakeholders, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan.

X. Who Supports the Plan?

The Plan is supported by the Debtors and the Consenting Stakeholders that have executed the RSA.

IV. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. Overview of the Company's History and Businesses.

The Company is a full-spectrum consumer credit lender serving U.S. and Canadian customers. CURO was founded in 1997 and is incorporated in Delaware. Consistently oriented on growth, over its first 20 years of operations the Company expanded geographically and diversified its product offerings,

including acquisition of certain Canadian operations in 2011. In December of 2017, the Company went public and began trading shares on the New York Stock Exchange ("NYSE") under the symbol "CURO." In the U.S., the Company operates under several principal brands, including "Heights Finance," "Southern Finance," "Covington Credit," "Quick Credit," and "First Heritage Credit." In Canada, it operates under the "Cash Money" and "LendDirect" brands through the Debtors Curo Canada Corp. and LendDirect Corp. (the "Canadian Debtors"). The Company's corporate structure chart as of the date hereof is attached as **Exhibit F** hereto.

The Company's operations include a broad range of direct-to-consumer finance products focusing on installment loans, revolving LOCs, single-pay loans and ancillary insurance products. The Company also provides a number of ancillary financial products such as optional credit protection, check cashing, money transfer services, car club and other related memberships. The Company's products are licensed and governed by enabling federal and state legislation in the U.S. and federal and provincial regulations in Canada.

1. Installment Loans

The bulk of the Company's revenue is derived from origination of installment loans. Installment loan products range from fixed-term, fully amortizing loans with a fixed payment amount due each period during the term of the loan in both U.S. and Canada to unsecured, short-term loans whereby a customer receives cash in exchange for a post-dated personal check or a pre-authorized debit from the customer's bank account in Canada. Certain installment loans are secured by a clear vehicle title or security interest in the vehicle or other titled collateral. The customer receives the benefit of immediate cash and retains possession of the vehicle while the loan is outstanding. Installment loans comprised 55%, 61% and 57% of the Company's consolidated revenue during 2023, 2022 and 2021, respectively. For 2023, 2022 and 2021 installment loan revenues were $371.4 million, $559.6 million and $449.1 million, respectively.

2. Revolving LOC Loans

The second most profitable service provided by the Company is origination of revolving LOC loans. Revolving LOC loans are lines of credit without a specified maturity date offered only in Canada. Customers in good standing may draw against their line of credit, repay with minimum, partial or full payment and redraw as needed. The Company earns interest on the outstanding loan balances. Revolving LOC loans comprised 30%, 27% and 34% of the Company's consolidated revenue during 2023, 2022 and 2021, respectively. For 2023, 2022 and 2021 Revolving LOC loan revenues were $200.4 million, $250.5 million and $262.3 million, respectively.

3. Insurance Products

Additionally, the Company offers consumers a number of insurance products, including credit life and disability, involuntary unemployment, personal property collateral, accidental death and dismemberment and collateral protection plans. These products are optional, not a condition of the loan and are not sold to non-borrowers. The Company owns a captive insurance company in the Turks and Caicos that reinsures certain of its insurance sales.

The Company also offers other ancillary financial products including check cashing, money transfer services and car club memberships at certain locations. Money transfer product lines are only offered in Canada, while membership plans are only offered in the U.S. Revenues from consumer products include check cashing and miscellaneous fees such as administrative fees, annual membership fees, over limit fees and deferral fees. Insurance and other income comprised 15%, 12% and 9%, of the Company's consolidated revenue during 2023, 2022 and 2021, respectively. For 2023, 2022 and 2021, insurance and other income revenues were $100.6 million, $109.4 million and $71.6 million, respectively.

The Company's U.S. and Canada customers typically earn between $10,000 and $60,000 annually. The Company's target consumer utilizes the products provided by the Company and its industry at large for a variety of reasons, including as a result of:

(i) unexpected expenses such as car repairs or other bills;
(ii) having previously been rejected for or have limited access to traditional banking services;
(iii) maintaining insufficient account balances to make a bank account economically efficient;
(iv) needing access to financial services outside of normal banking hours;
(v) seeking an opportunity to improve their credit history and profile; or
(vi) a desire to reject complicated fee structures prevalent in some bank products (e.g., credit cards and overdrafts).

The majority of the Company's consolidated revenues are generated from services provided within the U.S. The Company currently operates approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces (with additional services available online in eight additional provinces and one Canadian territory). The states with the highest number of stores in the U.S. are Texas, Tennessee and Alabama. In Canada, the majority of stores are located in Ontario.

The Company's business typically experiences the greatest demand during the third and fourth calendar quarters. In the U.S., this demand generally declines in the first calendar quarter as a result of federal income tax refunds and credits. As a result, the Company experiences seasonal fluctuations in its U.S. operating results and cash needs. The business operations in Canada experience less seasonality than the U.S. business operations.

As of the date hereof, the Company employs approximately 2,856 employees in the U.S. and Canada, with approximately 1,781 Employees located in the U.S. and 1,075 Employees located in Canada. The Company maintains corporate offices in Chicago, Illinois, Greenville, South Carolina and Wichita, Kansas. None of the employees are unionized or covered by a collective bargaining agreement.

B. The Company's Prepetition Capital Structure

As of the date hereof, the Company's capital structure includes approximately $2.1 billion of funded debt obligations, as summarized below.

($ in millions)	Capacity	Interest Rate	Maturity	Balance (in USD)
Debtors' Corporate Debt:				
1L Secured Term Loan	N/A	18.0% Fixed	Aug 2027	$ 178
1.5L Secured Notes	N/A	7.5% Fixed	Aug 2028	$ 682
2L Secured Notes	N/A	7.5% Fixed	Aug 2028	$ 318
			Subtotal:	**$ 1,178**
Non-Debtor Funding Debt:				
Heights SPV	$375	1-Mo SOFR + 5.70%	July 2025	$301
Heights SPV II	$140	1-Mo SOFR + 8.50%	Nov 2026	$136
First Heritage SPV	$200	1-Mo SOFR + 4.40%	July 2025	$155
Canada SPV	C$400	3-Mo CDOR + 6%	Aug 2026	$252
Canada SPV II	C$150	3-Mo CDOR + 8%	Nov 2025	$80
			Subtotal:	**$924**
			Total:	**$2,102**

1. Prepetition 1L Credit Agreement

On May 15, 2023, in connection with the May 2023 Exchange (as defined below), CURO, as borrower, and the other Debtors (other than the Canadian Debtors), as guarantors, entered into the First Lien Credit Agreement (the "Prepetition 1L Credit Agreement") with Alter Domus (US) LLC, as administrative agent and collateral agent (the "Prepetition 1L Agent"), and the lenders party thereto (the "Prepetition 1L Lenders"), pursuant to which the Prepetition 1L Lenders extended $150 million in term loans to CURO (the "Prepetition 1L Term Loans"). The Prepetition 1L Term Loans are secured by first priority liens on substantially all of the domestic Debtors' assets. The obligations under the Prepetition 1L Credit Agreement are guaranteed by all Debtors, other than the Canadian Debtors. The Prepetition 1L Term Loans mature on August 2, 2027. Interest on the Prepetition 1L Term Loans accrues at a rate of 18.00% per annum, payable quarterly. As of the date hereof, approximately $178 million in principal amount remains outstanding under the Prepetition 1L Credit Agreement.

Of the aggregate principal amount of Prepetition 1L Term Loans provided under the Prepetition 1L Credit Agreement, approximately $17 million was funded by a non-Debtor Curo SPV, LLC (the "CURO SPV"), a wholly-owned special purpose vehicle of the Company (the "SPV Loans"), using proceeds from a concurrent private placement issuance of 18.00% Senior Secured Notes issued by the CURO SPV (the "Backstop Notes") to certain noteholders. The Backstop Notes are secured by the SPV Loans and guaranteed by CURO.

The proceeds of the Prepetition 1L Term Loans were used (i) to repay the obligations under the existing senior revolver facility that provided $40 million of borrowing capacity, (ii) for payment of fees and expenses associated with the May 2023 Exchange, and (iii) for general corporate purposes. The Prepetition 1L Credit Agreement includes certain financial and operating covenants, including a covenant requiring the Company to maintain liquidity as of the last day of each calendar month, beginning May 31, 2023, (a) prior to September 30, 2024, equal to or greater than $75 million and (b) on and after September 30, 2024, equal to or greater than $60 million (the "Liquidity Covenant").

2. Prepetition Senior Secured Notes and the May 2023 Exchange

On July 30, 2021, CURO, as the issuer, issued $750 million in aggregate principal amount of 7.5% senior secured notes maturing on August 1, 2028 (the "Prepetition 2L Notes"), pursuant to an Indenture (the "Prepetition 2L Notes Indenture") between CURO, the guarantors party thereto, and TMI Trust Company, as trustee and collateral agent (the "Prepetition 2L Notes Trustee"). On December 3, 2021, CURO issued an additional $250 million in principal amount of Prepetition 2L Notes to fund the acquisition of certain assets. The obligations under the Prepetition 2L Notes Indenture are guaranteed by all Debtors, other than Curo Ventures, LLC and the Canadian Debtors. At the time of issuance, the Prepetition 2L Notes were secured by a first priority lien on substantially all of the Debtors' assets (other than the assets of the Canadian Debtors).

On May 15, 2023, the Company closed an exchange transaction (the "May 2023 Exchange"), pursuant to which certain holders of the Prepetition 2L Notes agreed to exchange approximately $682.3 million aggregate principal amount of the Prepetition 2L Notes for approximately $682.3 million of new 7.5% senior secured notes maturing on August 1, 2028 (the "Prepetition 1.5L Notes"). The Prepetition 1.5 Lien Notes are governed by an Indenture (the "Prepetition 1.5L Notes Indenture") between CURO, as issuer, the other Debtors, as guarantors (other than the Canadian Debtors), and U.S. Bank Trust Company, N.A., as trustee and collateral agent (the "Prepetition 1.5L Notes Trustee"). The Prepetition 1.5L Notes retained all the same terms and conditions of the Prepetition 2L Notes except that they rank senior in lien priority to the remaining Prepetition 2L Notes. Consequently, the liens evidencing the Prepetition 2L Notes now rank third in priority, behind the Prepetition 1L Term Loans and Prepetition 1.5L Notes. The interest on each of the Prepetition 1.5L Notes and Prepetition 2L Notes accrues at a rate of 7.5% per annum, payable

on February 1 and August 1 of each year. As of the date hereof, approximately $682 million and $318 million remains outstanding under the Prepetition 1.5L Notes and Prepetition 2L Notes, respectively.

3. Non-Debtor Funding Debt

As of the date hereof, the Company had five credit facilities pursuant to which loans receivable originated by the Debtors are sold to variable interest entities to collateralize debt incurred under each such facility (the "Securitization Facilities"). The borrowers under each of the Securitization Facilities are non-debtor bankruptcy remote special purpose vehicles (the "SPVs").[5] The SPVs borrow against or "recycle" funds under the Securitization Facilities to fund the Debtors' operations. The Securitization Facilities generally provide that recycling will cease approximately one year prior to maturity. The Securitization Facilities are repaid when the Debtors collect and turn over to the applicable agent funds on account of the loan receivables and during the amortization period beginning when the revolving period matures.

The allocation of loan receivables among the Securitization Facilities is determined by (i) location of loan receivable origination, (ii) requirements regarding size, type or other loan receivable characteristics set forth in each Securitization Facility, and (iii) the Debtors' discretion, when a loan receivable qualifies for sale to more than one of the Securitization Facility. The Securitization Facilities provide a critical source of liquidity for day-to-day operations for the Company. During the revolving period, the borrowing capacity under each Securitization Facility is determined by applying an applicable advance rate against the outstanding principal balance of eligible receivables, subject to certain adjustments. Each Securitization Facility is secured primarily by a pool of secured and unsecured fixed-rate personal loans and related assets.

CURO is a limited guarantor under each of the Securitization Facilities. Additionally, each of First Heritage Credit of Alabama, LLC, First Heritage Credit of South Carolina, LLC, and First Heritage Credit of Tennessee, LLC are originators of loans receivable subject to the First Heritage SPV Facility and the Heights II SPV Facility. First Heritage Credit of Louisiana, LLC and First Heritage Credit of Mississippi, LLC are also originators of loans receivable subject to the First Heritage SPV Facility. Covington Credit, Inc., Covington Credit of Alabama, Inc., Covington Credit of Georgia, Inc., Covington Credit of Texas, Inc., Heights Finance Corporation (IL), Heights Finance Corporation (TN), Quick Credit Corporation, Southern Finance of South Carolina, Inc. and Southern Finance of Tennessee, Inc. are also originators of loans receivable subject to the Heights SPV Facility and the Heights II SPV Facility. Further, each of LendDirect Corp. and CURO Canada Corp. are Debtor obligors under the Canada SPV Facility by virtue of being originators of loans receivable subject to such facility and under the Canada SPV II Facility by virtue of being originators of loans receivable subject to and limited guarantors under such facility.

The Securitization Facilities include the following:

(i) Heights SPV

On July 15, 2022, Heights Financing I, LLC, a wholly owned bankruptcy-remote non-Debtor subsidiary of the Company, entered into a non-recourse revolving warehouse facility with, among others, certain lenders party thereto, Wilmington Trust, National Association, as borrower loan trustee, and Atlas Securitized Products Holdings, L.P., as successor structuring and syndication agent and as administrative agent (as amended, modified and supplemented from time to time, the "Heights SPV Facility"). The current borrowing capacity under the Heights SPV Facility is $375 million. The effective interest rate under the Heights SPV Facility is 1-month SOFR plus 5.7%. The warehouse revolving period matures on July 15,

[5] The following entities are non-Debtor Affiliates of the Debtors: (i) First Heritage Financing I LLC, (ii) Heights Financing I LLC, (iii) Heights Financing II LLC, (iv) CURO Canada Receivables Limited Partnership, (v) CURO Canada Receivables GP Inc., (vi) CURO Canada Receivables II Limited Partnership, and (vii) CURO Canada Receivables II GP Inc.

2024. The facility matures on July 15, 2025. As of the date hereof, the outstanding balance under the Heights SPV Facility is approximately $301 million.

(ii) Heights SPV II

On November 3, 2023, Heights Financing II, LLC, a wholly owned bankruptcy-remote non-Debtor subsidiary of the Company, entered into a non-recourse revolving warehouse facility with certain lenders and Wilmington Trust N.A., as borrower loan trustee and Midtown Madison Management LLC, as structuring and syndication agent and as administrative agent (as amended, modified and supplemented from time to time, the "Heights SPV II Facility"). The current borrowing capacity under the Heights SPV Facility is $140 million. The effective interest rate under the Heights SPV II Facility is 1-month SOFR plus 8.5%. The warehouse revolving period and the facility mature on November 3, 2026. As of the date hereof, the outstanding balance under the Heights SPV II Facility is approximately $136 million.

(iii) First Heritage SPV

On July 13, 2022, concurrently with the closing of the First Heritage Acquisition (as defined below), First Heritage Financing I, LLC, a wholly owned bankruptcy-remote non-Debtor subsidiary of the Company, entered into a non-recourse revolving warehouse facility with, among others, certain lenders party thereto, Wilmington Trust, National Association, as borrower loan trustee, and Atlas Securitized Products Holdings, L.P., as successor structuring and syndication agent and as administrative agent (as amended, modified and supplemented from time to time, the "First Heritage SPV Facility"), to replace the incumbent lender's facility and finance future loans originated by First Heritage (as defined below). The current borrowing capacity under the First Heritage SPV Facility is $200 million. The effective interest rate under the First Heritage SPV is 1-month SOFR plus 4.4%. The warehouse revolving period matures on July 13, 2024. The facility matures on July 13, 2025. As of the date hereof, the outstanding balance under the First Heritage SPV Facility is approximately $155 million.

(iv) Canada SPV

On August 2, 2018, CURO Canada Receivables Limited Partnership, a wholly owned bankruptcy-remote non-Debtor subsidiary of the Company, entered into a non-recourse revolving warehouse facility with lenders party thereto and Waterfall Asset Management, LLC, as administrative agent (as amended, modified and supplemented from time to time, the "Canada SPV Facility"). The borrowing capacity under the Canada SPV Facility is currently approximately $340 million (or CAD $400 million). The effective interest rate is 3-month CDOR plus 6.00%. The warehouse revolving period ends in July 2024. The facility matures on August 2, 2026. As of the date hereof, the outstanding balance under the Canada SPV Facility is approximately $252 million. The general partner of the limited partnership is non-Debtor CURO Canada Receivables GP Inc.

(v) Canada SPV II

On May 12, 2023, CURO Canada Receivables II Limited Partnership, a wholly owned bankruptcy-remote non-Debtor subsidiary of the Company, entered into a non-recourse revolving warehouse facility with lenders party thereto and Midtown Madison Management LLC, as administrative agent (as amended, modified and supplemented from time to time, the "Canada SPV II Facility"), to finance loans in Canada. The effective interest rate is three-month CDOR plus 8.00%. The warehouse revolving period ends and the facility matures on November 12, 2025. The borrowing capacity under the Canada SPV II Facility is currently approximately $112 million (or CAD $150 million). As of the date hereof, the outstanding balance under the Canada SPV II Facility is approximately $80 million. The general partner of the limited partnership is non-Debtor CURO Canada Receivables II GP Inc.

4. Intercreditor Agreements

The Debtors (other than Canadian Debtors) are party to a senior Intercreditor Agreement, by and among the Debtors, Prepetition 1L Agent, the Prepetition 1.5L Notes Trustee and the Prepetition 2L Notes Trustee, dated as of May 15, 2023 (the "Senior Intercreditor Agreement"). The Debtors (other than Canadian Debtors) are also party to a junior Intercreditor Agreement, by and among the Debtors, the Prepetition 1.5L Notes Trustee and the Prepetition 2L Notes trustee, dated as of May 15, 2023 (the "Junior Intercreditor Agreement", and, together with the Senior Intercreditor Agreement, the "Intercreditor Agreements"). The Intercreditor Agreements govern, among other things, distributions of payments and treatment of collateral between the lenders under the Prepetition 1L Credit Agreement, the Prepetition 1.5L Notes Indenture and the Prepetition 2L Notes Indenture.

5. Intercompany Relationships

As is customary for a multi-national enterprise, the Debtors transact with each other and their Canadian affiliates on a regular basis in the ordinary course of business. The Debtors engage in such intercompany transactions to, among other things, provide enterprise-wide support services, divide the costs of shared services agreements, complete transactions with administrative ease and facilitate operations on a daily basis. These transactions are recorded different ways on the Company's general ledger, including through trade payables, which are reconciled on a monthly basis. The Company does not currently record these transactions as intercompany loans.

6. The Debtors' Unsecured Creditors

As of the date hereof, the Debtors estimate that they owe approximately $42 million on account of general unsecured claims, which are, among others, claims held by trade creditors and vendors, certain former employees, contingent claims held on account of pending litigation and claims held on account of accrued rents.

7. The Debtors' Current Cash Position

As of the date hereof, the Debtors have approximately $35 million in cash on hand.

8. CURO Stock

Until March 11, 2024, CURO's common stock was traded on NYSE under the symbol "CURO." CURO is authorized to issue 225,000,000 shares of common stock and 25,000,000 shares of preferred stock. There are no shares of preferred stock outstanding. As of the date hereof, there are a total of 41,727,213 outstanding shares of common stock.

On October 16, 2023, the Company received a written notice of continued non-compliance with the minimum market capitalization and shareholders' equity requirements from the NYSE, as the average market capitalization of the Company over a consecutive 30 trading-day period was less than $50 million (the "Market Cap Notice"). Within 45 days of receipt of the Market Cap Notice, the Company responded to the NYSE with a business plan aimed to demonstrate the definitive actions the Company had taken, or was taking, to regain compliance with the continued listing standards within 18 months of the NYSE Notice. The Company's plan was accepted by the NYSE on January 9, 2024.

On October 27, 2023, the Company received written notice from the NYSE that the Company was not in compliance with the NYSE's minimum stock price requirements. On February 9, 2024, the Company received an additional warning notice from the NYSE that the Company was not in compliance with the listing criteria because of a continuously low market capitalization level.

On March 11, 2024, the Company received a notice from the NYSE announcing its decision to commence proceedings to delist CURO's common stock. Trading in CURO's common stock on NYSE was suspended immediately. On March 14, 2024, the NYSE filed a Form 25 with the SEC to delist CURO's common stock from the NYSE and from registration under Section 12(b) of the Securities Exchange Act of 1934, as amended. The delisting will be effective 10 days after the filing of the Form 25. The common stock is currently trading on the Pink Sheets platform operated by OTC Markets Group, Inc. under the symbol "CURO."

C. Events Leading to These Chapter 11 Cases

In the two years leading up to the Petition Date, the Company took significant steps aimed at (i) shifting its business model to focus on longer term, higher balance and lower interest rate credit products, (ii) optimizing its business operations and (iii) strengthening the Company's liquidity. As described in further detail below, these efforts included strategic acquisitions, sale of the U.S. Legacy Direct Lending Business (as defined below) and operational restructuring, which included replacement of the C-suite in the second half of 2022 and into early 2023. Additionally, in May and November of 2023, the Company attempted to strengthen its liquidity through two debt transactions and to extend operating liquidity by refinancing of the Securitization Facilities. While some of these efforts have been successful, in the first quarter of 2024 it became apparent that, as a result of the Company's balance sheet being over-leveraged, it needed to undergo a comprehensive restructuring to facilitate the refinancing of the Securitization Facilities.

1. Shift in Business Model and Strategic Acquisitions and Divestitures

Since the IPO, the Company has been focusing on growth and expansion both geographically and through product offerings. As part of this strategy, the Company has sought partners with complementary strengths and a range of products aimed to improve customers' access to credit markets while providing a smooth customer experience.

In the last several years the Company shifted its business model to focus on longer term, higher balance and lower interest rate credit products, and exit from offering single-pay loan higher-APR credit products in the U.S. To advance this strategic goal, on December 27, 2021, the Company acquired Heights Finance LLC, a consumer finance company that provides installment loans and offers customary opt-in insurance and other financial products ("Heights"). At the time of acquisition, it operated across 390 branches in 11 U.S. states. Heights provides secured and unsecured installment loans to near-prime and non-prime consumers. Additionally, on July 13, 2022, the Company acquired First Heritage Credit, LLC, a consumer finance company that provides installment loans and offers customary opt-in insurance and other financial products ("First Heritage"). At the time of acquisition, it operated across 100 branches in five U.S. states. First Heritage provides secured and unsecured installment loans to near-prime and non-prime consumers. First Heritage's retail model and product set was similar in nature to Heights and was rolled up under the existing Heights leadership.

At the same time, the Company sought to exit the short term, small balance and higher credit risk product market. On July 8, 2022, the Company sold its Speedy Cash, Rapid Cash and Avio Credit businesses (the "U.S. Legacy Direct Lending Business"), to Community Choice Financial Inc. ("CCFI"). The divestiture substantially reduced the regulatory and reputational risk inherent in short term higher-APR lending products and brought in the funding necessary to purchase First Heritage. Additionally, on August 31, 2023, the Company sold FLX Holdings Corp. ("Flexiti"), a provider of point-of-sale consumer financing solutions for retailers operating in Canada, which was not generating sufficient return on investment.

2. Efforts to Boost Liquidity

During 2022 through early 2023, the consumer lending industry was broadly affected by the challenging macroeconomic environment, including volatility in the market, banking failures, rising interest rates, unemployment concerns and inflation. These factors caused a significant negative impact on CURO's stock price and resulting market capitalization.

Given this macroeconomic environment, the Company took proactive steps to strengthen its liquidity. In early 2023, the Company engaged strategic advisors to analyze its liquidity position and assist in engaging with its bondholders to raise additional liquidity and refinance certain indebtedness. As a result of these efforts, in May 2023, the Company engaged in an uptier exchange, pursuant to which certain existing bondholders holding Prepetition 2L Notes agreed to extend $150 million in new Prepetition 1L Term Loans to the Company, and exchange 68.2% of the outstanding Prepetition 2L Notes at par for new Prepetition 1.5L Notes. The remaining Prepetition 2L Notes that did not participate in the exchange remained unchanged.

In addition, in May and November of 2023, respectively, the Company entered into two new securitization facilities—the Canada SPV II Facility and the Heights SPV II Facility. The Canada SPV II Facility provided the Company with an additional CAD $110 million in liquidity to fund loans extended by the Company's direct lending operations in Canada. The borrowing capacity under this facility was further expanded on November 6, 2023 up to CAD $150 million. The November 3, 2023 entry into the Heights SPV II Facility boosted the Company's liquidity by $140 million. In late 2023 and early 2024 the Company also sought to refinance its existing Securitization Facilities. However, those efforts were not successful, with the market signaling that the Company's balance sheet was over-leveraged.

3. Continued Efforts to Improve Operational Efficiencies

Throughout 2023, the Company undertook significant efforts to improve operational efficiencies, including through (i) enhancement of underwriting and credit performance, (ii) simplifying overall operations, including consolidating the Company's U.S. footprint onto one loan management system, (iii) making reductions in workforce (including 88 employees in 2022, 85 branch employees in March 2023 and 16 corporate employees in January of 2024), and (iv) further scaling data and technological capabilities. In January 2023, the Company also ceased operations of Ad Astra, which had been the Company's exclusive provider of third-party collection services for owned and managed loans in the Legacy U.S. Direct Lending Business that were in later-stage delinquency. Shortly before the Petition Date, the Debtors closed 91 non-profitable retail locations.

These and other operational improvements are in line with the Debtors' long-term strategy of consolidating operations to improve efficiency and increase return on investment. The Debtors' go-forward business plan includes additional steps to increase operational efficiencies and reduce operations expenses.

4. Factors Driving Liquidity Issues

Despite the Company's efforts to boost liquidity, reduce expenses and streamline operations, the Company's 2023 cash flow was lower than forecasted. First, the Company's sale of Flexiti, its Canadian point-of-sale consumer financing business, did not generate as much in proceeds as the Company forecasted. The Company acquired Flexiti in March of 2021 for approximately $113.4 million. Flexiti required a capital infusion totaling approximately $227.5 million to fund loan growth given the rapid loan growth and the long life of loans. The capital-intensive nature of the business began affecting the Company's overall cash flows and return on equity to the detriment of other business segments. As a result, with the help of its advisors, the Company undertook a competitive sales process with a targeted group of buyers designed to drive an optimal valuation. Unfortunately, the divestiture did not bring in nearly as

much proceeds as the Company had hoped. The transaction closed on August 31, 2023, netting only $63.7 million in proceeds after transaction costs.

Second, in 2023, the Company became embroiled in litigation with Community Choice Financial ("CCFI") – the purchaser of the U.S. Legacy Direct Lending Business. The Company sold the U.S. Legacy Direct Lending Business to CCFI in July 2022. Per the terms of the sale agreement, CCFI owed the Company a portion of the deferred purchase price, the final net working capital adjustment and a portion of amounts owed under the Transition Services Agreement, totaling approximately $22.5 million plus interest. The Company initiated litigation against CCFI to recover the amounts owed. In turn, CCFI is counter-suing the Company for $27 million (which claims the Company believes are without merit).

Other factors contributing to strained liquidity included the rising interest rates, which increased the cost of servicing the Company's existing debt, the Company's inability to successfully pledge certain single-pay Canada-based loans with a value of approximately $25 million and increase in variable advance rates under the Securitization Facilities.

5. February Payment Defaults

As noted previously, in late 2023 the Company undertook an effort to ensure continued operational financing by seeking to refinance the Securitization Facilities. The Company engaged Oppenheimer & Co. Inc. ("Oppenheimer") to explore potential refinancing of certain Securitization Facilities. Although many of the parties Oppenheimer spoke to indicated that they were interested in supporting the Company's business and its management team, they were only willing to do so if the Company was able to deleverage its corporate balance sheet. Other parties that Oppenheimer spoke to indicated that should the corporate leverage remain elevated, any refinancing would be at materially higher costs than the existing levels. Additionally, it became apparent to the Company that, given its constrained balance sheet, any decision to make material payments to third parties would result in further liquidity tightening by the lenders under the Securitization Facilities.

At the same time, in January 2024, the Company's management determined that it may miss the January 31, 2024 Liquidity Covenant, which would have resulted in a default under the Company's debt instruments and the Securitization Facilities (the "Potential Liquidity Default").

In the face of this potential default, and guided by market feedback that the Securitization Facility lenders would cease recycling at the first opportunity if significant cash were to leave the Debtors' balance sheet outside of a deleveraging event, on February 1, 2024, the Company elected not to make the $25.6 million interest payments due on the Prepetition 1.5L Notes and the $11.9 million interest payment due on the Prepetition 2L Notes (each, a "Payment Default" and, together, the "Payment Defaults"). While the Prepetition 2L Notes Indenture allowed for a 30-day grace period before the Payment Default ripened into an "Event of Default," the grace period under the Prepetition 1.5L Notes was only five business days. As such, on February 5, 2024, the Company commenced a solicitation of consents from the holders of the Prepetition 1.5L Notes to supplement the indenture to obtain an extension of the grace period as a result of the Payment Default until March 1, 2024 and a waiver of the Potential Liquidity Default (the "Consent Solicitation"). The Company received overwhelming support from the holders, receiving consents from holders of 97% of the Prepetition 1.5L Notes. Because the Payment Defaults constituted a cross default under the Prepetition 1L Credit Agreement, the Company also obtained a waiver of the aforementioned defaults from the holders of the Prepetition 1L Term Loans. The Payment Defaults and the Potential Liquidity Default also triggered certain potential cross-defaults under the Company's Securitization Facilities.

Following the launch of the Consent Solicitation, the Company determined that as of January 31, 2024, the Company was in compliance with the Liquidity Covenant set forth in the Prepetition 1L Credit

Agreement, the Prepetition 1.5L Notes Indenture and the Company's Securitization Facilities; and therefore, no liquidity default under such debt facilities occurred as of such date. Nevertheless, the Company determined that, given the go-forward liquidity projections and the need to deleverage the balance sheet to facilitate the extension of the Securitization Facilities, making the interest payments on the Prepetition 1.5L Notes and the Prepetition 2L Notes was not advisable. Therefore, the Company focused its efforts on continuous engagement with the lenders and third parties for a comprehensive financial restructuring to strengthen the Company's balance sheet and financial position.

6. Debtors' Prepetition Stakeholder Engagement

At the end of January 2024, the Company engaged Akin Gump Strauss Hauer & Feld LLP ("Akin") to assist with more comprehensive restructuring efforts. The Company, with the assistance of Akin, Oppenheimer and certain of its ordinary course advisors, explored various alternatives both with the Company's current stakeholders and with third parties, including whether it was practicable to effectuate an out-of-court restructuring, and ultimately determined that an in-court balance sheet restructuring was necessary to ensure that the Company could remain a profitable and cash-positive business.

7. The Forbearance Agreements and Waivers

Given that as of February 1, 2024, the Company was operating within the grace period under the various debt facilities, the negotiations with the lenders proceeded swiftly. By late February, the Debtors' negotiations with the various stakeholders, including a group of holders of Prepetition 1L Term Loans, Prepetition 1.5L Notes and Prepetition 2L Notes represented by Wachtell, Lipton, Rosen & Katz and Houlihan Lokey Inc. (the "Ad Hoc Group"), were advancing. The Debtors were also engaged in negotiations with the lenders under the various Securitization Facilities to negotiate terms of waivers of various cross-defaults and terms for amending the Securitization Facilities to provide the Company and its corporate lenders with comfort that the Company would be able to emerge from chapter 11 poised for long term success. To give the parties additional time to finalize negotiating and documenting the restructuring proposal and the amendments to the Securitization Facilities, the Debtors and their lenders, including members of the Ad Hoc Group, agreed to enter into (1) a waiver of default from lenders holding more than 80% in amount of Prepetition 1L Term Loans; (2) a Forbearance Agreement with holders of approximately 84% of the outstanding aggregate principal amount of Prepetition 1.5L Notes; and (3) a Forbearance Agreement with holders of approximately 74% of the outstanding aggregate principal amount of Prepetition 2L Notes (collectively, the "Forbearance Agreements and Waiver"). Under the terms of the Forbearance Agreements and the Waiver, the Lenders agreed not to exercise any remedies against the Debtors until March 18, 2024, subject to certain terms and conditions. On March 15, 2024, the grace periods under the Forbearance Agreements and Waiver were extended through March 25, 2024 to give the parties additional time to finalize the restructuring negotiations.

D. The RSA and the Proposed DIP Financing

With the Forbearance Agreements and Waiver in place, the Debtors continued negotiations with their prepetition lenders and the lenders under the Securitization Facilities. These good-faith negotiations resulted in the applicable parties' entry into the RSA.

1. The RSA

On March 22, 2024, the Debtors entered into the RSA with (a) holders of in excess of 82% of the Prepetition 1L Term Loans, (b) holders of in excess of 84% of the Prepetition 1.5L Notes and (c) holders of in excess of 74% of the Prepetition 2L Notes. The RSA contemplates an equitization transaction accomplished through confirmation of the Plan, and a parallel Canadian Recognition Proceeding. The

Debtors commenced soliciting votes for or against the Plan in the days leading up to the Petition Date. The Debtors believe they will have the necessary votes for the Plan to be confirmed.

Among other things, the Plan provides for the distribution of equity and warrants in the reorganized CURO among (i) the holders of Prepetition 1.5L Notes, (ii) the holders of Prepetition 2L Notes, and (iii) certain lenders providing DIP Financing in the form of the exit fee, all subject to dilution by the stock issued in connection with the post-emergence management incentive plan. The Plan further provides for, (a) existing CURO equity receiving contingent value rights at a specified strike price, (b) payment in full and unimpairment of all unsecured clams, including trade claims, rents and employee obligations, (c) rejection of certain burdensome leases and contracts, and (d) customary releases and exculpation provisions. Because the Company operates in a highly regulated industry (on the federal, state and provincial level), the Plan contemplates completion of a regulatory approval process prior to the occurrence of the effective date of the Plan. The Company intends to take initial steps to commence the regulatory approval process immediately after the Petition Date.

The RSA includes a broad "fiduciary out" that provides, in part, that nothing will require the Debtors to take any action or to refrain from taking any action with respect to the restructuring transactions to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law. In addition, Section 7.02 of the RSA permits the Debtors to, among other things, consider, respond to and facilitate "Alternative Restructuring Proposals" (as defined under the RSA) and maintain and continue discussions with respect thereto.

In sum, the RSA provides the Company with an expedited path to emergence that minimizes the effects of the Debtors' Chapter 11 Cases on the value of the Company's brands and operations and the Company's ongoing liquidity position. The Company is well positioned to emerge from bankruptcy with a deleveraged balance sheet, free of burdensome contracts and with sufficient liquidity to continue providing high quality and accessible financial services to its customer base.

2. The DIP Facility

On the Petition Date, the Debtors intend to file the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Authorizing the Use Cash Collateral, (IV) Modifying the Automatic Stay, and (V) Scheduling a Final Hearing* (the "DIP Motion"), filed concurrently herewith, the Debtors seek, among other things, approval of a proposed DIP Facility and the postpetition use of the Prepetition Secured Parties' Cash Collateral. The DIP Facility provides an infusion of up to $70,000,000 that will allow the Debtors to meet operational needs for a smooth transition into chapter 11. The DIP Facility will also reassure the Company's customers, vendors, employees and the lenders under the Securitization Facilities that the Company will be able to continue to meet its commitments during these Chapter 11 Cases.

3. The Approval of the Securitization Facilities

On the Petition Date, the Debtors also intend to file the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling Receivables and Related Rights Pursuant to the Securitization Facilities, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Securitization Program Motion") seeking the Court's approval and affirmation of continued access to the Securitization Facilities to avoid an immediate adverse impact on the Debtors' liquidity. If the Debtors were denied authority to extend the Securitization Facilities, they would suffer significant liquidity challenges and a disruption to the ordinary course of their business operations, as the Debtors would not be able to access the daily cash collections on the Receivables, which are typically a critical component of their liquidity, until all obligations under the Securitization Facilities

Documents are paid in full. The Securitization Program Motion also seeks authorization to grant the existing lenders under the Securitization Facilities certain rights and protection during the pendency of the Chapter 11 Cases.

4. CCAA Proceedings

On the Petition Date, the Debtors also intend to file the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing CURO Group Holdings Corp. to Act as Foreign Representative and (II) Granting Related Relief* (the "Foreign Representative Motion"), by which the Debtors will ask this Court to confirm that CURO may act as the "foreign representative" before the Ontario Superior Court of Justice (Commercial List), Toronto, Ontario, Canada (Commercial List) ("Canadian Court") in connection with proposed recognition proceedings pursuant to Part IV of the CCAA. If the relief requested in the Foreign Representative Motion is granted, CURO will then ask the Canadian Court to recognize the chapter 11 cases of the Canadian Debtors each as a "foreign main proceeding" in order to, among other things, protect the Debtors' assets of CURO and the Canadian Debtors located in Canada. CURO, in its capacity as Foreign Representative, will also ask the Canadian Court to recognize and enforce in Canada certain of the first day and other orders, if granted, to ensure that the Canadian business continues to operate uninterrupted during these proceedings. In the interim period and following the filing of the petitions for these Chapter 11 Cases, CURO intends to apply to the Canadian Court for an emergency temporary stay of proceedings in Canada.

5. Customer Programs

On the Petition Date, the Debtors also intend to file the *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor Certain Prepetition Obligations to Customers and Continue Certain Customer Programs in the Ordinary Course of Business, and (II) Granting Related Relief* (the "Customer Programs Motion"). Pursuant to the Customer Programs Motion, among other relief, the Debtors seek authority to continue settling loan origination transactions, including transactions via checks and ACH transfers that were originated pre-petition but do not clear until after the Petition Date, in the ordinary course. For the avoidance of doubt, neither the commencement of the Chapter 11 Cases nor the proposed confirmation of the Plan alters the Customers' obligations under their loans and the Debtors expect that the loan origination and collection activities will continue in the ordinary course post-petition.

V. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. First Day Relief

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors intend to file several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. The First Day Motions, and all orders for relief entered in the Chapter 11 Cases, can be viewed free of charge at https://dm.epiq11.com/Curo.

B. Proposed Confirmation Schedule

Under the RSA, the Debtors agreed to certain milestones to ensure an orderly and timely implementation of the Restructuring Transactions. It is imperative that the Debtors proceed swiftly to confirmation of the Plan and emergence from these Chapter 11 Cases to mitigate uncertainty among employees, customers, and vendors, minimize disruptions to the Company's business, and curtail

professional fees and administrative costs. Expeditious confirmation of the Plan and consummation of the Restructuring Transactions is in the best interests of the Debtors, their estates, and their stakeholders.

Furthermore, pursuant to the milestones in the RSA, the Debtors must obtain confirmation of the Plan within fifty days of the Petition Date. Accordingly, the Debtors have proposed the following case timeline, subject to Court approval and availability:

Event	Date
Voting Record Date	March 13, 2024
Solicitation Commencement Date	March 24, 2024
Voting Deadline	April 19, 2024, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	April 19, 2024, at 4:00 p.m., prevailing Central Time
Objection Deadline	April 23, 2024, at 4:00 p.m., prevailing Central Time
Combined Hearing	April 30, 2024, or such other date as the Court may direct

VI. SUMMARY OF THE PLAN

The Plan contemplates the following key terms, among others described herein and therein:

A. General Settlement of Claims and Interests

Pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Code section 1123 and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI of the Plan, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions

Before, on, and after the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law, including any applicable

Governance Documents; (4) the execution and delivery of the Exit Facility Documents and entry into the Exit Facility; (5) the issuance and distribution of the New Equity Interests (including the DIP Equity Fees) as set forth in the Plan; (6) the execution and delivery of the New Warrant Agreement and the issuance and distribution of the New Warrants; (7) the execution and delivery of the CVR Agreement and the issuance and distribution of the CVRs; (8) the execution and delivery of, and entry into, the Securitization Facilities Amendments; (9) the execution and delivery of, and entry into, the Private Placement Notes Amendment; (10) the adoption of the Management Incentive Plan and the issuance and reservation of the New Equity Interests to the participants in the Management Incentive Plan in accordance with the terms thereof; (11) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Description of Transaction Steps; and (12) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Combined Order shall and shall be deemed to, pursuant to both Bankruptcy Code sections 1123 and 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The terms of the Restructuring Transactions will be structured to maximize tax efficiencies for each of the Debtors and the Consenting Stakeholders, as agreed to by the Debtors and the Required Consenting Stakeholders and in accordance with the Plan and the Plan Supplement.

C. Sources of Consideration for Plan Distributions

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the Exit Facility, (2) New Equity Interests, (3) the New Warrants, (4) the CVRs, (5) the Cash on hand from the utilization of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date), and (6) the Debtors' Cash on hand from operations and the proceeds of borrowings under the DIP Facility. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration, as described more fully in Article IV.M of the Plan.

1. Exit Facility

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. Execution of the Exit Facility Credit Agreement by the Exit Facility Agent shall be deemed to bind all Holders of the DIP Claims and the Prepetition 1L Term Loan Claims as if each such Holder had executed the Exit Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such

Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Securitization Facilities Amendments

Confirmation of the Plan shall be deemed approval of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date) and the Securitization Facilities Amendments applicable to continuation of the Securitization Facilities following the Effective Date, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Securitization Facilities Amendments, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Securitization Facilities Amendments, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Securitization Facilities Amendments, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make, or cause their applicable non-Debtor Affiliates to make, all filings and recordings, and to obtain, or cause their applicable non-Debtor Affiliates to obtain, all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate, or cause their applicable non-Debtor Affiliates to cooperate, to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. New Equity Interests and New Warrants

Reorganized CURO shall be authorized to issue a certain number of shares of New Equity Interests pursuant to its Governance Documents. The issuance of the New Equity Interests and New Warrants shall be authorized without the need for any further corporate action. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Description of Transaction Steps to the Holders of Allowed Claims entitled to receive the New Equity Interests pursuant to, and in accordance with, the Plan.

All of the shares of New Equity Interests issued pursuant to the Plan (including the New Equity Interests underlying the New Warrants) shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and

conditions of the instruments evidencing or relating to such distribution or issuance, including the Governance Documents, which terms and conditions shall bind each Holder receiving such distribution or issuance. Any Holder's acceptance of New Equity Interests shall be deemed as its consent to the terms and conditions of the Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be listed for trading on any securities exchange as of the Effective Date. The New Warrant Agreement shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Warrants shall be bound thereby.

Reorganized CURO (i) shall emerge from these Chapter 11 Cases on the Effective Date as a private company and the New Equity Interests shall not be listed on a public stock exchange, (ii) shall not be voluntarily subjected to any reporting requirements promulgated by the SEC, and (iii) shall not be required to list the New Equity Interests on a recognized U.S. or any foreign stock exchange.

To the extent the following actions have not been completed on or prior to the Effective Date, Reorganized CURO shall (i) take all actions reasonably necessary or desirable to delist the Existing CURO Interests from NYSE and to deregister under the Exchange Act as promptly as practicable in compliance with SEC rules, (ii) file post-effective amendments to terminate all of CURO's effective registration statements under the Securities Act and deregister any and all unsold securities thereunder, (iii) file a Form 15 to terminate CURO's registration under the Exchange Act and to suspend CURO's reporting obligations under the Exchange Act with respect to the common stock, and (iv) take all actions reasonably necessary or desirable to ensure (A) that the New Equity Interests and the CVRs shall not be listed on a public securities exchange and that the Reorganized Debtors shall not be required to list the New Equity Interests or CVRs on a recognized securities exchange, except, in each case, as otherwise may be required pursuant to the Governance Documents or the CVR Agreement, as applicable, and (B) that the Reorganized Debtors shall not be voluntarily subjected to any reporting requirements promulgated by the SEC.

4. Use of Cash

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions to certain Holders of Allowed Claims, consistent with the terms of the Plan.

D. Corporate Existence

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or

Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Preservation and Reservation of Causes of Action

In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of the Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the List of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Combined Order, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.

The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of the Plan based on this Disclosure Statement, the Plan or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in the Plan (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of the Plan) or any other Final Order (including, without limitation, the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

In accordance with Bankruptcy Code section 1123(b)(3), except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

G. Cancellation of Existing Agreements and Interests

On the Effective Date, except with respect to the Exit Facility, the Securitization Facilities Amendments, or to the extent otherwise provided in the Plan, including in Article V.A of the Plan, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of all parties thereto, including the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect; *provided*, *however*, that notwithstanding anything to the contrary contained in the Plan, any agreement that governs the rights of the DIP Agent shall continue in effect solely for purposes of allowing the DIP Agent to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the DIP Facility Documents, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agent or Holders of the DIP Claims under the Plan, as applicable. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to the Plan.

Any credit agreement, indenture or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and to allow Agents/Trustees, as applicable, to enforce its rights to payment of fees, expenses, and indemnification obligations, including preservation of charging liens, as against any money or property distributable to such Holders.

For the avoidance of doubt, any credit agreement or other instrument evidencing claims arising from or related to the Securitization Facilities Amendments shall continue in full force and effect for all purposes.

If the record Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes is DTC or its nominee or another securities depository or custodian thereof, and such Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, shall be deemed to have surrendered such Holder's note, debenture or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

H. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the Employment Obligations; (2) selection of the directors, officers, or managers for the Reorganized Debtors (as applicable) in accordance with the Governance Term Sheet; (3) the issuance and distribution of the New Equity Interests and the New Warrants; (4) implementation of the Restructuring Transactions; (5) entry into the Exit Facility Documents; (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the Governance Documents; (8) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (9) the entry into the CVR Agreement and the issuance and distribution of the CVRs; and (10) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions

contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. Before, on or after (as applicable) the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the New Warrants, the CVRs, the Governance Documents, the Exit Facility, and the Exit Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.H of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Governance Documents

On or immediately prior to the Effective Date, the Governance Documents shall be adopted or amended in a manner consistent with the terms and conditions set forth in the Governance Term Sheet, as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Governance Documents will prohibit the issuance of non-voting Equity Securities to the extent required under Bankruptcy Code section 1123(a)(6). For the avoidance of doubt, the principal Governance Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

On the Effective Date, Reorganized CURO shall enter into and deliver the New Stockholders Agreement, which shall become effective and binding in accordance with its terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity. Holders of New Equity Interests shall be deemed to have executed the New Stockholders Agreement and be parties thereto and bound by the terms thereof without the need to deliver signature pages thereto.

J. Directors and Officers of the Reorganized Debtors

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of CURO shall expire and such Persons shall be deemed to have resigned from the board of directors of CURO, and the members for the initial term of the New Board shall be appointed in accordance with the Governance Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the Governance Documents and other constituent documents of the Reorganized Debtors.

K. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be

necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

L. CVR Agreement and CVR Distribution Framework

On the Effective Date, Reorganized CURO shall enter into the CVR Agreement with the CVR Agent. After the Effective Date, the CVRs shall either be distributed through DTC, or, if the Debtors, upon consultation with the Ad Hoc Group, determine that distribution through DTC is not reasonably practicable, according to the following CVR Distribution Framework:

No later than five (5) days after the Effective Date, Reorganized CURO will mail a notice of the potential right to receive one CVR per share of Existing CURO Interest (the "CVR Notice") to all known registered and beneficial Holders of Existing CURO Interests as of the Effective Date (immediately prior to the cancellation thereof) (such Holders, the "Potential CVR Recipients") and each such CVR Notice shall contain (i) information as to the process for a Potential CVR Recipient to receive their CVR (or Cash in lieu of CVR); and (ii) notification that the Potential CVR Recipient will lose the right to obtain any interest in the CVRs (or to obtain Cash in lieu of a CVR distribution) if the CVR Recipient Certification is not received by the CVR Submission Deadline.

In order to obtain any interest in the CVRs, by no later than 90 days after service of the CVR Notice ("CVR Submission Deadline"), Potential CVR Recipients shall be required to return a certification and agreement (the "CVR Recipient Certification") that will provide for, among other things ("CVR Recipient Conditions"):

(i) The Potential CVR Recipient shall certify whether or not they are an accredited investor (as defined in Rule 501 promulgated under the Securities Act) (each such accredited investor, an "Accredited Investor");

(ii) The Potential CVR Recipient agrees to release (and shall be deemed to have released) any Section 510(b) Claims upon receipt of the CVRs (or Cash in lieu of the CVRs);

(iii) For any beneficial Holders that hold their Existing CURO Interests through a registered broker or agent, a certification from such Holder's broker or agent as to the amount of shares beneficially owned by such Holder as of the Effective Date (immediately prior to the cancellation thereof); and

(iv) Such other standard identification information reasonably requested by the Reorganized Debtors (such as mailing address, contact information, and information related to preferred method of delivery).

Reorganized CURO will distribute the CVRs; *provided* that Reorganized CURO, on the Effective Date, shall be a privately held company whose securities are not required to be registered under the Securities Exchange Act, *provided* further that CVRs shall not be distributed to more than 1,900 beneficial holders of Existing Common Stock Interests, of which no more than 450 shall be non-Accredited Investors ("Maximum CVR Recipients").

If more Potential CVR Recipients meeting the CVR Recipient Conditions than the Maximum CVR Recipients return a properly executed CVR Recipient Certification by the CVR Submission Deadline, then the Reorganized Debtors shall only distribute the CVRs pursuant to the Plan to the Potential CVR Recipients that hold the largest percentage of Existing CURO Securities until CVRs have been distributed to the Maximum CVR Recipients. In the event that multiple Potential CVR Recipients hold the same

number of shares and all such holders cannot be included due to the Maximum CVR Recipient Requirement, then the Reorganized Debtors shall include such Potential CVR Recipients in alphabetical order (based on last name or entity name) until the Maximum CVR Recipient threshold is reached.

For any Potential CVR Recipient meeting the CVR Recipient Requirements that would have been eligible to receive the CVRs but for the limitation on the Maximum CVR Recipients, the Reorganized Parent shall pay Cash in an amount equal to the value of the CVRs at the Effective Date ("Effective Date CVR Value") to a particular Holder in lieu of distribution of CVRs to such Holder; *provided*, that if the Cash to be distributed to a particular beneficial Holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such Holder shall not receive any additional Cash nor any rights under or interest in the CVRs. The Cash payment will be paid to the address identified by the Potential CVR Recipient on the CVR Recipient Certification. The Effective Date CVR Value will be made available to the Potential CVR Recipients as soon as practicable.

For the avoidance of doubt, any Potential CVR Recipient that does not submit a CVR Recipient Certification by the CVR Submission Deadline shall not receive any interest in the CVRs or any additional Cash payment in lieu of the CVRs.

The CVR Agreement shall be duly authorized without the need for any further corporate action and without any further action by CURO or Reorganized CURO, as applicable.

As a result of the distribution of the CVRs pursuant to the CVR Distribution Framework in accordance with the Plan, the CVRs shall not be listed on a public stock exchange (nor shall Reorganized CURO be under any obligation to list them on a recognized U.S. or any foreign stock exchange) or voluntarily subjected to any reporting requirements promulgated by the SEC.

M. Certain Securities Law Matters

The offering, issuance, and distribution of the New Equity Interests (other than the DIP Commitment Shares and any New Equity Interests underlying the Management Incentive Plan), as contemplated by Article III of the Plan, after the Petition Date, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145, and to the extent such exemption is not available, then such New Equity Interests will be offered, issued and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. The Debtors believe that either the CVRs shall not constitute a "security" under applicable U.S. securities laws or that the issuance of the CVRs shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145.

Such New Equity Interests and CVRs (to the extent such CVRs constitute a "security"), as a result of being offered, issued and distributed pursuant to Bankruptcy Code section 1145, (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) (A) will be freely tradeable and transferable without registration under the Securities Act in the United States by any recipient thereof that is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b) and any restrictions in the Governance Documents and CVR Agreement, as applicable, and (B) may not be transferred by any recipient thereof that is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act except pursuant to an effective registration statement

under the Securities Act or an available exemption therefrom (including by complying with the conditions of Rule 144 under the Securities Act with respect to "control securities").

The DIP Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or reliance on Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. The New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will be considered "restricted securities."

The New Equity Interests will be subject to any restrictions in the Governance Documents to the extent applicable. The New Warrants will be subject to any restrictions in the New Warrant Agreement to the extent applicable. Transfer restrictions on the New Warrants will be governed by the Governance Documents and be substantially similar to the transfer restrictions applicable to the New Equity Interests. The CVRs will be subject to any restrictions in the CVR Agreement to the extent applicable and will be non-transferable.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Combined Order to any Entity (including DTC and any transfer agent for the New Equity Interests) with respect to the treatment of the New Equity Interests to be issued under the Plan under applicable securities laws. DTC and any transfer agent for the New Equity Interests shall be required to accept and conclusively rely upon the Plan and Combined Order in lieu of a legal opinion regarding whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC and any transfer agent for the New Equity Interests) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

The offering, issuance, and distribution of New Equity Interests (other than any New Equity Interests underlying the Management Incentive Plan but including any CVRs to the extent the CVRs are deemed to be securities) pursuant to or in connection with the Plan to persons in Canada will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws pursuant to Section 2.11 of National Instrument 45-106 "*Prospectus Exemptions*". New Equity Interests (including New Equity Interests distributed outside of Canada) will not be freely tradable in Canada and may only be resold to persons in Canada: (a) pursuant to an available exemption from the prospectus and registration requirements of Canadian Securities Laws; (b) pursuant to a final prospectus qualified under applicable Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade. "Canadian Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the Provinces and Territories of Canada, and the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of such jurisdictions. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISORS WITH RESPECT TO THE RESTRICTIONS

APPLICABLE UNDER CANADIAN SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS.

N. Section 1146 Exemption

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the Exit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Combined Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Employment Obligations

Unless otherwise provided in the Plan, and subject to Article V of the Plan, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to Bankruptcy Code section 1129(a)(13), as of the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Reorganized Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Reorganized Debtors and such employee.

P. Management Incentive Plan

On the Effective Date, the New Board shall be authorized to adopt and implement (a) the Management Incentive Plan, which will be on the terms and conditions (including any and all awards granted thereunder) determined by the New Board (including, without limitation, with respect to participants, allocations, duration, timing, and the form and structure of the equity and compensation thereunder) and (b) such other incentive plans as may be agreed to by the New Board.

Q. DTC Eligibility

The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Equity Interests, the New Warrants, and CVRs eligible for deposit with DTC.

R. Closing the Chapter 11 Cases

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case. Following entry of the Combined Order, CURO shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the Canadian Recognition Proceeding upon written notice from CURO to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the CURO of a termination certificate.

VII. OTHER KEY ASPECTS OF THE PLAN

A. Treatment of Executory Contracts and Unexpired Leases

1. Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under Bankruptcy Code section 365, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Combined Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

2. Indemnification Obligations

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Obligations in place on and before the Effective Date for Indemnified Parties for Claims related to or arising out of any actions, omissions or transactions occurring before the Effective Date.

3. Assumption of the D&O Liability Insurance Policies

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Liability Insurance Policies pursuant to Bankruptcy Code section 365(a). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance

Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Company Parties shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

4. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

5. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided* that nothing in the Plan shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further

notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to Article V.E of the Plan shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, and for which any Cure has been fully paid pursuant to Article V.E of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court**.

6. Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

7. Reservation of Rights

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

8. Nonoccurrence of Effective Date

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4).

9. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Combined Order.

B. Provisions Governing Distributions

1. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

2. Disbursing Agent

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

3. Rights and Powers of Disbursing Agent

a. Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated by the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

b. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any

reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

4. Delivery of Distributions and Undeliverable or Unclaimed Distributions

a. Delivery of Distributions in General

Except as otherwise provided in the Plan, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Effective Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records (or the records of the DIP Agent and the Prepetition 1L Agent with respect to the DIP Claims and Prepetition 1L Term Loan Claims); (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; (d) with respect to Securities held through DTC, in accordance with the applicable procedures of DTC; or (e) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

b. Minimum Distributions

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

Except with respect to the ordinary course payment in Cash of interest arising under the Prepetition 1.5L Notes Indenture or the Prepetition 2L Notes Indenture, none of the Reorganized Debtors or the Disbursing Agent shall have any obligation to make a Cash distribution that is less than two hundred and fifty dollars ($250) to any Holder of an Allowed Claim.

c. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under Bankruptcy Code section 347(b) at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

5. Manner of Payment

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

6. Compliance with Tax Requirements

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

7. Allocations

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

8. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the Plan or the Combined Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

9. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

10. Setoffs and Recoupment

Except as expressly provided in the Plan, each Reorganized Debtor may, pursuant to Bankruptcy Code section 553, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and Holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date,

notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

11. Claims Paid or Payable by Third Parties

a. Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is fully repaid.

b. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

c. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained in the Plan (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

C. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims

1. Disputed Claims Process

a. No Filing of Proofs of Claim or Interest

Except as otherwise provided in the Plan, Holders of Claims or Interests shall not be required to File a Proof of Claim or proof of interest, and no parties should File a Proof of Claim or proof of interest. All Filed Proofs of Claims shall be deemed objected to and Disputed without further action by the Debtors or Reorganized Debtors; *provided*, *however*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Interest that is entitled, or deemed to be entitled, to a distribution under the Plan or is rendered Unimpaired under the Plan. Instead, the Debtors intend to make distributions,

as required by the Plan, in accordance with the books and records of the Debtors. For the avoidance of doubt, the Plan does not intend to impair or otherwise impact the rights of Holders of General Unsecured Claims or the Debtors' customers.

If any such Holder of a Claim or an Interest disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim or Interest, such Holder must so advise the Debtors in writing within 30 days of receipt of any distribution on account of such Holder's Claim or Interest, in which event the Claim or Interest shall become a Disputed Claim or a Disputed Interest. The Reorganized Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the jurisdiction of the Bankruptcy Court.

Nevertheless, the Reorganized Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or Interest or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, *however*, that the Reorganized Debtors may compromise, settle, withdraw or resolve by any other method approved by the Bankruptcy Court any objections to Claims or Interests.

Except as otherwise provided herein, all Proofs of Claim Filed before or after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

b. Claims Estimation

Any Debtor or Reorganized Debtor, as applicable, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim against any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

2. Allowance of Claims and Interests

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or under the Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under Bankruptcy Code section 502. Except as expressly provided in any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), the Reorganized Debtors after Confirmation shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Interest as of the Petition Date.

3. Claims Administration Responsibilities

From and after the Effective Date, the Reorganized Debtors shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims or Interests as permitted under the Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Reorganized Debtors shall administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

4. Adjustment to Claims or Interests without Objection

Any duplicate Claim or Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Claim), or any Claim or Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims Register by the Reorganized Debtors without filing a claim objection and without any further notice or action by the Reorganized Debtors or any order or approval of the Bankruptcy Court.

5. Disallowance of Claims or Interests

All Claims and Interests of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned Bankruptcy Code sections; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

D. Conditions Precedent to Confirmation and Consummation of the Plan

1. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed in a manner consistent in all material respects with the RSA and the Plan;

2. the RSA shall not have been terminated as to all parties thereto and shall remain in full force and effect; and

3. the Plan shall not have been amended, altered, or modified from the form in effect as of the commencement of solicitation unless such amendment, alteration, or modification has been made in accordance with Article X of the Plan and the RSA.

2. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

1. the RSA shall not have been terminated as to all parties thereto in accordance with its terms and shall be in full force and effect;

2. the Bankruptcy Court shall have entered the DIP Orders and the Final DIP Order shall be in full force and effect;

3. no default or event of default shall have occurred and be continuing under the DIP Facility or any DIP Order;

4. the Bankruptcy Court shall have entered the Securitization Orders and the Final Securitization Order shall be in full force and effect;

5. the Bankruptcy Court shall have entered the Combined Order in form and substance consistent with the RSA, and the Combined Order shall have become a Final Order;

6. the Canadian Court shall have entered an order recognizing the Combined Order;

7. the Definitive Documents shall (i) be consistent with the RSA and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the RSA, (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) shall be adopted on terms consistent with the RSA;

8. all authorizations, consents, regulatory approvals, rulings, actions, documents, and agreements necessary to implement and consummate the Plan and the Restructuring Transactions shall have been obtained, effected, and executed, and all waiting periods imposed by any governmental entity shall have terminated or expired;

9. the Exit Facility Documents shall have been executed and delivered by each party thereto, and each of the conditions precedent related thereto shall have been satisfied or waived (with the consent of the Required Consenting Stakeholders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

10. the New Equity Interests shall have been issued;

11. Reorganized CURO shall have entered into the New Warrant Agreement and the New Warrants shall have been issued;

12. Reorganized CURO shall have entered into the CVR Agreement with the CVR Agent and, to the extent applicable, shall have commenced the CVR Distribution Framework;

13. all steps necessary to consummate the Restructuring Transactions as set forth in the Description of Transaction Steps shall have been effected;

14. all Restructuring Expenses shall have been paid in full;

15. the Debtors and each other party thereto shall have entered into Securitization Facilities Amendments with respect to each Securitization Facility in form and substance satisfactory to the Required Consenting Stakeholders and the Securitization Facilities Amendments shall not have been amended, supplemented, otherwise modified, or terminated (other than in accordance with the terms thereof during the Chapter 11 Cases to the extent agreed to by the Required Consenting Stakeholders), and shall be in full force and effect immediately upon the Effective Date;

16. each of the conditions precedent to the effectiveness of the Securitization Facilities Amendments after the Effective Date (other than the occurrence of the Effective Date of this Plan) shall have been satisfied or waived in accordance with the terms of the Securitization Facilities Amendments;

17. the Debtors and each other party thereto shall have entered into all the Private Placement Notes Amendment and the Private Placement Notes Amendment shall not have been amended, supplemented, otherwise modified or terminated (other than in accordance with the terms thereof during the Chapter 11 Cases to the extent agreed to by the Required Consenting Stakeholders) and shall be in full force and effect; and

18. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions, the RSA, or any of the Definitive Documents contemplated hereby.

3. Waiver of Conditions

The conditions precedent to Confirmation of the Plan and to the Effective Date set forth in Article IX of the Plan may be waived in whole or in part at any time by the Debtors only with the prior written consent of the Required Consenting Stakeholders (email shall suffice), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

4. Effect of Failure of Conditions

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

5. Substantial Consummation

"Substantial Consummation" of the Plan, as defined in Bankruptcy Code section 1101(2), shall be deemed to occur on the Effective Date.

E. Modification, Revocation, or Withdrawal of the Plan

1. Modification and Amendments

Except as otherwise specifically provided in the Plan and to the extent permitted by the RSA, the Debtors reserve the right to amend or modify the Plan, whether such amendment or modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such amended or modified Plan. Subject to those restrictions on modifications set forth in the Plan and the RSA, and the requirements of Bankruptcy Code section 1127, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, Bankruptcy Code sections 1122, 1123, and 1125, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Combined Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Notwithstanding anything to the contrary herein, the Debtors shall not amend or modify the Plan in a manner inconsistent with the RSA or the consent rights (if any) set forth in the DIP Facility Documents.

2. Effect of Confirmation on Modifications

Entry of a Combined Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to Bankruptcy Code section 1127(a) and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

3. Revocation or Withdrawal of Plan

To the extent permitted by the RSA (including the consent, approval, and consultation rights set forth therein), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

VIII. RISK FACTORS

BEFORE TAKING ANY ACTION WITH RESPECT TO THE PLAN, HOLDERS OF CLAIMS AGAINST AND/OR INTERESTS IN THE DEBTORS WHO ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN SHOULD READ AND CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT, THE PLAN, AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH, REFERRED TO, OR INCORPORATED BY REFERENCE INTO THIS DISCLOSURE STATEMENT, INCLUDING OTHER DOCUMENTS

FILED WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES. THE RISK FACTORS SHOULD NOT BE REGARDED AS CONSTITUTING THE ONLY RISKS PRESENT IN CONNECTION WITH THE DEBTORS' BUSINESSES OR THE RESTRUCTURING AND CONSUMMATION OF THE PLAN. EACH OF THE RISK FACTORS DISCUSSED IN THIS DISCLOSURE STATEMENT MAY APPLY EQUALLY TO THE DEBTORS AND THE REORGANIZED DEBTORS, AS APPLICABLE AND AS CONTEXT REQUIRES.

A. Bankruptcy Law Considerations

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes.

1. The Debtors Will Consider All Available Restructuring Alternatives if the Restructuring Transactions are Not Implemented, and Such Alternatives May Result in Lower Recoveries for Holders of Claims Against and Interests in the Debtors

If the Restructuring Transactions are not implemented, the Debtors will consider all available restructuring alternatives, including filing an alternative chapter 11 plan, converting to a chapter 7 plan, commencing section 363 sales of the Debtors' assets and any other transaction that would maximize the value of the Debtors' estates. The terms of any alternative restructuring proposal may be less favorable to Holders of Claims against and Interests in the Debtors than the terms of the Plan as described in this Disclosure Statement.

Any material delay in the confirmation of the Plan, the Chapter 11 Cases, or the threat of rejection of the Plan by the Bankruptcy Court, would add substantial expense and uncertainty to the process.

The uncertainty surrounding a prolonged restructuring would have other adverse effects on the Debtors. For example, it would adversely affect:

- the Debtors' ability to raise additional capital;
- the Debtors' liquidity including its ability to access financing under the Securitization Facilities;
- how the Debtors' business is viewed by regulators, investors, lenders (including the lenders under the Securitization Facilities), and credit ratings agencies;
- the Debtors' enterprise value; and
- the Debtors' business relationship with customers and vendors.

2. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Bankruptcy Code section 1122 provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

3. The Bankruptcy Court May Not Approve the Debtors' Use of Cash Collateral, the DIP Facility

Upon commencing the Chapter 11 Cases, the Debtors will ask the Bankruptcy Court to authorize the Debtors to enter into postpetition financing arrangements and use cash collateral to fund the Chapter 11 Cases and to provide customary adequate protection to the Prepetition 1L Lenders, Prepetition 1.5L Noteholders and Prepetition 2L Noteholders. Such access to postpetition financing and cash collateral will provide liquidity during the pendency of the Chapter 11 Cases. There can be no assurance that the Bankruptcy Court will approve the debtor-in-possession financing and/or such use of cash collateral on the terms requested. Moreover, if the Chapter 11 Cases take longer than expected to conclude, the Debtors may exhaust their available cash collateral and postpetition financing. There is no assurance that the Debtors will be able to obtain an extension of the right to obtain further postpetition financing and/or use cash collateral, in which case, the liquidity necessary for the orderly functioning of the Debtors' businesses may be impaired materially.

4. The Terms of the DIP Facility Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the DIP Facility Documents have not been finalized and are subject to change based on negotiations between the Debtors and the DIP Lenders. As a result, the final terms of the DIP Facility Documents may differ from the terms set forth in the DIP Term Loan Term Sheet attached as Exhibit C to the RSA.

5. The Bankruptcy Court and the Canadian Court May Not Approve the Debtors' Continued Utilization of the Securitization Program

On the Petition Date, the Debtors will also seek Bankruptcy Court's approval of the continued utilization of the Securitization Program and an order of the Canadian Court recognizing and enforcing such order in Canada. There can be no assurance that the Bankruptcy Court will approve the Securitization Program Motion or grant the lenders under the Securitization Facilities the protection that they require to continue advancing funds to the Debtors, or that the Canadian Court will enter the requested Canadian Recognition Order in Canada, among other things, recognizing the Bankruptcy Court order in respect of the Securitization Facilities. The Debtors rely on the liquidity from the Securitization Facilities for continued ordinary course operations.

6. The RSA May Be Terminated

As more fully set forth in the RSA, the RSA may be terminated upon the occurrence of certain events, including, among others, the Debtors' failure to meet specified milestones relating to the filing, confirmation, and consummation of the Plan, and breaches by the Debtors and/or the Consenting Stakeholders of their respective obligations under the documents. In the event that the RSA is terminated, the Debtors may seek a non-consensual restructuring alternative, including a potential liquidation of their assets.

7. The Conditions Precedent to the Effective Date of the Plan May Not Occur

As more fully set forth in Article IX of the Plan, the Confirmation and Effective Date of the Plan are subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Confirmation and Effective Date of the Plan will not take place. In the event that the Effective Date does not occur, the Debtors may seek Confirmation of a new plan. If the Debtors do not secure sufficient working capital to continue their operations of if the new plan is not confirmed, however, the Debtors may

be forced to sell all of a portion of their assets pursuant to Bankruptcy Code section 363 or convert the Chapter 11 Cases to a chapter 7 and liquidate their assets.

8. Necessary Governmental Approvals May Not be Granted

Consummation of the Restructuring Transactions may depend on approvals required by a Governmental Unit. Failure by any Governmental Unit to grant a necessary approval could prevent Consummation of the Restructuring Transactions and Confirmation of the Plan.

9. The Debtors May Fail to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may need to seek to confirm an alternative chapter 11 plan or transaction, subject to the terms of the RSA. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the Holders of Interests and Allowed Claims as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan.

10. The Debtors May Not Be Able to Secure Confirmation of the Plan

Bankruptcy Code section 1129 sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims or equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If a chapter 11 plan of reorganization is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, Holders of Interests and Allowed Claims against them would ultimately receive.

The Debtors, subject to the terms and conditions of the Plan and the RSA, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting class of Claims or Interests, as well as any class junior to such non-accepting class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

11. The Debtors May Not Be Able to Secure Nonconsensual Confirmation Over Certain Impaired Non-Accepting Classes

In the event that any Impaired Class of Claims or Interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one Impaired Class (as defined under Bankruptcy Code section 1124) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each Impaired Class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting Impaired Class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with Bankruptcy Code section 1129(b). Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

12. Even if the Restructuring Transactions are Successful, the Debtors Will Face Continued Risk Upon Confirmation

Even if the Plan is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for the Debtors' services, and increasing expenses. See Article VIII.C of this Disclosure Statement, entitled "Risks Related to the Debtors' and the Reorganized Debtors' Businesses." Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that a chapter 11 plan of reorganization reflecting the Plan will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their Petitions. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

13. The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b). Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable nonbankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote; and

- the time prescribed for voting is not unreasonably short.

In addition, Bankruptcy Rule 3018(b) provides that a holder of a claim or interest who has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. Bankruptcy Code section 1126(b) provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such holder of adequate information (as defined by Bankruptcy Code section 1125(a)). While the Debtors believe that the requirements of Bankruptcy Code sections 1125(g) and 1126(b) and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

14. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly smaller distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

15. The Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan, subject to the terms of the RSA. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is subject to an objection. Any Holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

16. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover,

the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

17. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties is necessary to the success of the Debtors' reorganization because the Released Parties and Exculpated Parties have made significant contributions to the Debtors' reorganizational efforts and have agreed to make further contributions, but only if they receive the full benefit of the Plan's release and exculpation provisions. The Plan's release and exculpation provisions are an inextricable component of the RSA and Plan and the significant deleveraging and financial benefits that they embody.

B. Risks Related to Recoveries Under the Plan

1. The Reorganized Debtors May Not Be Able to Achieve Their Projected Financial Results

The Reorganized Debtors may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States, Canada, and world economies in general, and the industry segments in which the Debtors operate in particular. While the Debtors believe that the Financial Projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve their projected financial results, the value of the New Equity Interests may be negatively affected and the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

2. Estimated Valuations of the Debtors, the Exit Facility, and the New Equity Interests, and Estimated Recoveries to Holders of Allowed Claims and Interests Are Not Intended to Represent Potential Market Values

The Debtors' estimated recoveries to Holders of Allowed Claims and Allowed Interests are not intended to represent the market value of the Debtors' Securities. The estimated recoveries are based on numerous assumptions (the realization of many of which will be beyond the control of the Debtors), including: (a) the successful reorganization of the Debtors; (b) an assumed date for the occurrence of the Effective Date; (c) the Debtors' ability to achieve the operating and financial results included in the Financial Projections; (d) the Debtors' ability to maintain adequate liquidity to fund operations; (e) the assumption that capital and equity markets remain consistent with current conditions; and (f) the Debtors' ability to maintain critical existing customer relationships, including customer relationships with key customers.

3. The Terms of the Governance Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the Governance Documents are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations and the results of such negotiations may affect the rights of equity holders in Reorganized CURO following the Effective Date.

4. A Small Number of Holders or Voting Blocks May Control the Reorganized Debtors

Consummation of the Plan may result in a small number of holders owning a significant percentage of the outstanding New Equity Interests in the Reorganized Debtors. These holders may, among other things, exercise a controlling influence over the business and affairs of the Reorganized Debtors and have the power to elect directors or managers and approve significant mergers and other material corporate transactions.

5. The New Equity Interests are an Equity Interest and Therefore Subordinated to the Indebtedness of the Reorganized Debtors

In any liquidation, dissolution, or winding up of the Reorganized Debtors, the New Equity Interests would rank junior to all debt claims against the Reorganized Debtors. As a result, holders of New Equity Interests will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of the Reorganized Debtors until all of the Reorganized Debtors' obligations to their debt holders have been satisfied.

6. The Payment of Dividends, if Any, With Respect to the New Equity Interests Will Be at the Discretion of the Boards of Directors or Managers of the Reorganized Directors

Any future determination by the Reorganized Debtors to pay dividends with respect to any of the New Equity Interests will be at the discretion of the New Board and will be dependent on then-existing conditions, including the financial condition, results of operations, capital requirements, contractual restrictions, business prospects, and other factors that the board of directors or managers of the Reorganized Debtors considers relevant. As a result, the trading price of the New Equity Interests could be materially and adversely affected.

7. The New Equity Interests are Subject to Dilution

The ownership percentage represented by the New Equity Interests distributed on the Effective Date under the Plan will be subject to dilution from the New Equity Interests issued in connection with the warrants, or other securities that may be issued post-emergence, including pursuant to the Management Incentive Plan.

8. The Terms of the Exit Facility Documents Are Subject to Change Based on Negotiation and the Approval of the Bankruptcy Court

The terms of the Exit Facility Documents have not been finalized and are subject to change based on negotiations between the Debtors and the Consenting Stakeholders. Holders of Claims that are not the Consenting Stakeholders will not participate in these negotiations, and the results of such negotiations may affect the rights of the holders of the New Equity Interests following the Effective Date. As a result, the final terms of the Exit Facility Documents may be less favorable to Holders of Claims and Interests than as described herein and in the Plan.

9. A Decline in the Reorganized Debtors' Credit Ratings Could Negatively Affect the Debtors' Ability to Refinance Their Debt

The Debtors' or the Reorganized Debtors' credit ratings could be lowered, suspended, or withdrawn entirely, at any time, by the rating agencies, if, in each rating agency's judgment, circumstances warrant, including as a result of exposure to the credit risk and the business and financial condition of the Debtors or the Reorganized Debtors, as applicable. Downgrades in the Reorganized Debtors' long-term debt ratings may make it more difficult to refinance their debt and increase the cost of any debt that they may incur in the future.

10. Certain Tax Implications of the Plan May Increase the Tax Liability of the Reorganized Debtors

Holders of Allowed Claims should carefully review Article XII of this Disclosure Statement, entitled "Certain United States Federal Income Tax Consequences of the Plan," to determine how the tax implications of the Plan and the Chapter 11 Cases may adversely affect the Reorganized Debtors and Holders of certain Claims.

C. Risks Related to the Debtors' and the Reorganized Debtors' Businesses

1. The Reorganized Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness

The Reorganized Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Reorganized Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Reorganized Debtors to pay the principal, premium, if any, and interest on their indebtedness, including, without limitation, potential borrowings under the Exit Facility and upon emergence.

2. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases and the Canadian Recognition Proceeding

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions Filed in the Chapter 11 Cases and applicable order of the Canadian Court in the Canadian Recognition Proceeding from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (f) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; (g) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans, and (h) the Canadian stakeholders' compliance with the automatic stay or other orders of the Bankuprtcy Court if not recognized and enforced by the Canadian Court in the Canadian Recognition Proceeding.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors'

relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

3. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses

The Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors will be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. The chapter 11 proceedings also require the Debtors to seek debtor-in-possession financing to fund operations. If the Debtors are unable to obtain final approval of such financing on favorable terms or at all, or if the Debtors are unable to fully draw on the availability under the DIP Facility, the chances of successfully reorganizing the Debtors' businesses may be seriously jeopardized, the likelihood that the Debtors will instead be required to liquidate or sell their assets may be increased, and, as a result, creditor recoveries may be significantly impaired.

Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Reorganized Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

4. Financial Results May Be Volatile and May Not Reflect Historical Trends

The Financial Projections attached hereto as **Exhibit C** are based on assumptions that are an integral part of the projections, including Confirmation and Consummation of the Plan in accordance with its terms, the anticipated future performance of the Debtors, industry performance, general business and economic conditions, and other matters, many of which are beyond the control of the Debtors and some or all of which may not materialize.

In addition, unanticipated events and circumstances occurring after the date hereof may affect the actual financial results of the Debtors' operations. These variations may be material and may adversely affect the value of the New Equity Interests and the ability of the Debtors to make payments with respect to their indebtedness. Because the actual results achieved may vary from projected results, perhaps significantly, the Financial Projections should not be relied upon as a guarantee or other assurance of the actual results that will occur.

Further, during the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as restructuring activities and expenses, contract terminations and rejections, and claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date. In addition, if the Debtors emerge from the Chapter 11 Cases, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt fresh start accounting, in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends.

Lastly, the business plan was developed by the Debtors with the assistance of their advisors. There can be no assurances that the Debtors' business plan will not change, perhaps materially, as a result of decisions that the board of directors may make after fully evaluating the strategic direction of the Debtors and their business plan. Any deviations from the Debtors' existing business plan would necessarily cause a deviation from plan projections.

5. The Debtors' Business is Subject to Various Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business

The financial services industry is regulated at the federal, state and local levels in the U.S. and at the federal and provincial levels in Canada. Laws and regulations governing the Debtors' loan products typically impose restrictions and requirements, such as those on:

- the terms of loans (such as interest rates, fees, durations, repayment terms, maximum loan amounts, renewals and extensions and repayment plans);
- and the number and frequency of loans;
- underwriting requirements;
- collection and servicing activity, including initiation of payments from consumer accounts;
- licensing, reporting and document retention;
- unfair, deceptive and abusive acts and practices and discrimination;
- disclosures, notices, advertising, and marketing;
- loans to members of the military and their dependents;
- insurance products and traditional ancillary products;
- requirements governing electronic payments, transactions, signatures and disclosures;
- check cashing;
- privacy and use of personally identifiable information and consumer data, including credit reports; and
- repossession practices in certain jurisdictions where the Debtors operate as a title lender.

The legal environment is constantly changing as new laws and regulations are introduced and adopted, and existing laws and regulations are repealed, amended or reinterpreted, any of which could have material adverse effect on the Debtors' results of operations or financial condition. In addition, certain of the applicable regulators have significant discretion in connection with enforcement and granting or terminating licenses or other approvals. If the Debtors fail to comply with applicable laws and regulations, and a range of penalties is imposed, it could have a material adverse effect on the Debtors' results of operations or financial condition.

6. The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases

The Debtors currently are, and in the future, the Reorganized Debtors, may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to, nor the final resolution of such litigation. The impact of any such litigation on the Reorganized Debtors' businesses and financial stability, however, could be material.

7. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations

The Debtors' operations are dependent on a relatively small group of key management personnel. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. As a result, the Debtors may experience increased levels of employee attrition. Because competition for experienced personnel can be significant, the Debtors may be unable to find acceptable replacements with comparable skills and experience and the loss of such key management personnel could adversely affect the Debtors' ability to operate their businesses. In addition, a loss of key personnel or material erosion of employee morale could have a material adverse effect on the Debtors' ability to meet expectations, thereby adversely affecting the Debtors' businesses and the results of operations.

8. The Debtors May be Unable to Protect the Debtors' Proprietary Technology and Analytics or Keep up With That of the Debtors' Competitors

The success of the Debtors' business depends, in part, upon their ability to protect their proprietary technology, which the Debtors use for pricing and underwriting loans. The Debtors seek to protect the Debtors' intellectual property with nondisclosure agreements with third parties and employees and through standard measures to protect trade secrets. The Debtors also implement cybersecurity policies and procedures to prevent unauthorized access to the Debtors' systems and technology. However, the Debtors may be unable to deter misappropriation of their proprietary information, detect unauthorized use or take appropriate steps to enforce their intellectual property rights. The Debtors do not have agreements with all of their employees requiring them to assign to the Debtors proprietary rights to technology developed in the scope of employment. Additionally, while the Debtors have registered trademarks and pending applications for trademark registration(s), the Debtors do not own any patents or copyrights with respect to the Debtors' intellectual property.

9. Changes in the Demand for the Debtors' and Specialty Financial Services or the Debtors' Failure to Adapt to Such Changes Could Have a Material Adverse Effect on the Debtors' Business, Prospects, Results of Operations, or Financial Condition

The demand for a product or service may change due to many factors such as regulatory restrictions that reduce customer access to products, the availability of competing products, reduction in the Debtors' marketing spend, macroeconomic changes (including inflation, recession or higher interest rates) or changes in customers' financial conditions among others. If the Debtors do not adapt to a significant change in customers' demand for, or access to, the Debtors' products or services, the revenue could decrease significantly. Even if the Debtors make adaptations or introduce new products or services, customer demand could decrease if the adaptations make them less attractive, less available or more expensive, all of which could have a material adverse effect on the Debtors' business, prospects, results of operations or financial condition.

10. Acquisitions of Companies, Products, or Technologies, or Internal Restructuring and Cost Savings Initiatives May Disrupt the Debtors' Ongoing Business

The Debtors have experienced significant growth in recent years. The Debtors may not be able to manage this growth successfully, and the pace of the future growth may slow. Continued growth involves significant risks and uncertainties, including:

- inability to successfully integrate the acquired technology and operations into the Debtors' business and maintain uniform standards, controls, policies, and procedures;
- inability to realize synergies expected to result from an acquisition;
- challenges retaining the key employees, customers, resellers, and other business partners of the acquired operation; and
- the internal control environment of an acquired entity may not be consistent with the Debtors' standards and may require significant time and resources to improve.

Acquisitions and divestitures are inherently risky. The Debtors' transactions may not be successful and may, in some cases, harm operating results or their financial condition. In addition, if the Debtors use debt to fund acquisitions or for other purposes, their interest expense and leverage may significantly increase. If the Debtors issue equity securities as consideration in an acquisition, current shareholders' percentage ownership and earnings per share may be diluted.

In addition, from time to time, the Debtors may undertake internal restructurings and other initiatives intended to reduce expenses. These initiatives may not lead to the benefits the Debtors expect, may be disruptive to the Debtors' personnel and operations, and may require substantial management time and attention. Moreover, the Debtors could encounter delays in executing their plans, which could entail further disruption and associated costs. If these disruptions result in a decline in productivity of the Debtors' personnel, negative impacts on operations, or if they experience unanticipated expenses associated with these initiatives, the Debtors' business and operating results may be harmed.

11. The Debtors' Businesses May be Adversely Affected by the Adverse Economic Conditions, Including Those Resulting from Recession or Recessionary Environment, Natural Disasters, Man-Made Events, or Health Emergencies

The Debtors operate stores across the U.S. and Canada and derive the majority of their revenue from consumer lending. Macroeconomic conditions, such as interest rates, whether the economy is in a recession or recessionary environment, levels of employment, personal income and consumer sentiment, may influence demand for the Debtors' products. Additionally, weather-related events, power losses, telecommunication failures, terrorist attacks, acts of war, widespread health emergencies (such as COVID-19) and governmental responses thereto, and similar events, may significantly impact the Debtors' customers' ability to repay their loans and cause other negative impacts on the Debtors' business. The Debtors' underwriting standards require their customers to have a steady source of income. Therefore, if unemployment increases among the Debtors' customer base, the number of loans the Debtors originate may decline and defaults could increase. If consumers become more pessimistic regarding the economic outlook and spend less and save more, demand for consumer loans may decline. Accordingly, poor economic conditions could have a material adverse effect on the Debtors' results of operations or financial condition.

12. Improper Disclosure of Customer Personal Data Could Result in Liability and Harm to the Debtors' Reputation.

The Debtors are subject to cybersecurity risks and security breaches which could result in the unauthorized disclosure or appropriation of customer and employee data. The Debtors may not be able to implement effective preventive measures against these types of breaches, especially because the techniques change frequently or may not be recognized until launched. The Debtors may need to spend significant resources to protect against security breaches or to address problems caused by breaches. Actual or anticipated attacks and risks may increase the Debtors' expenses, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants. The Debtors' protective measures also could fail to prevent a cyber-attack and the resulting disclosure or appropriation of customer data. A significant data breach could harm the Debtors' reputation, diminish customer confidence and subject the Company to significant legal claims, any of which may have a material adverse effect.

The Debtors' servers are also vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, including "denial-of-service" type attacks. The Debtors may need to expend significant resources to protect against security breaches or to address problems caused by breaches. Security breaches, including any breach of the Debtors' systems or unauthorized release of consumers' personal information, could damage the Debtors' reputation and expose it to litigation and liability.

13. The Outcome of a CFPB Investigation into Certain of Heights Finance LLC's Business Practices is Uncertain

In April 2020, Heights Finance LLC received a civil investigative demand ("CID") from the Consumer Financial Protection Bureau (the "CFPB") applicable to its small loan business. The Company is currently unable to predict the ultimate timing or outcome of the CFPB investigation. While the Debtors have contractual rights to indemnification under the acquisition document for certain losses that arise with respect to the CFPB investigation, there can be no assurance that such indemnification will be sufficient to address all covered losses or that the CFPB's ongoing investigation or future exercise of its enforcement, regulatory, discretionary or other powers will not result in findings or alleged violations of consumer financial protection laws that could lead to enforcement actions, proceedings or litigation, whether by the CFPB, other state or federal agencies, or other parties, and the imposition of damages, fines, penalties, restitution, other monetary liabilities, sanctions, settlements or changes to Heights Finance's business practices or operations that could materially and adversely affect its or the combined business', financial condition, results of operations or reputation. The outcome of the CFPB investigation may ultimately affect the value of the New Equity Interests.

D. Risks Related to the Offer and Issuance of Securities Under the Plan

1. The Debtors Do Not Intend to Offer to Register the New Equity Interests and Certain Holders of New Equity Interests May Be Restricted in Their Ability to Transfer or Sell Their Securities

The New Equity Interests have not been registered under the Securities Act or any state securities laws. As summarized in Article XI of this Disclosure Statement, entitled "Certain Securities Laws Matters," certain of the New Equity Interests may not be re-offered or re-sold except pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. The Debtors do not intend currently to register the New Equity Interests under the Securities Act. As a result, certain of the New Equity Interests may be transferred or re-sold only in transactions exempt from the securities registration requirements of federal and applicable state laws.

The Debtors believe that all shares of New Equity Interests (other than any DIP Backstop Commitment Shares and any New Equity Interests underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above will satisfy the requirements of Bankruptcy Code section 1145(a). Accordingly, the Debtors believe that such New Equity Interests (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be freely tradeable and transferable without registration under the Securities Act in the United States by the recipients thereof that are not, and have not been within 90 days of such transfer, an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b), and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such securities or instruments.

All DIP Backstop Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom and pursuant to applicable state securities laws. Holders of such restricted securities may not be entitled to have their restricted securities registered and are not permitted to resell them except in accordance with an available exemption from registration under the Securities Act. Generally, Rule 144 of the Securities Act would permit the resale of securities received by a Person after a specified holding period if current information regarding the issuer is publicly available and, under certain circumstances, volume limitations, manner of sale requirements and certain other conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer. A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 will not be available for resales of such New Equity Interests by affiliates of the issuer. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

The Debtors make no representation regarding the right of any Holder of New Equity Interests to freely resell such securities. *See* Article XI of this Disclosure Statement, entitled "Certain Securities Law Matters."

2. A Liquid Trading Market for the Shares of New Equity Interests May Not Develop

Although the Debtors may apply to relist the New Equity Interests on a national securities exchange (subject to the terms of the RSA), the Debtors make no assurance that they will be able to obtain this listing or, even if the Debtors do, that liquid trading markets for shares of New Equity Interests will develop. The liquidity of any market for New Equity Interests will depend upon, among other things, the number of holders of shares of New Equity Interests, the Debtors' financial performance, and the market for similar securities, none of which can be determined or predicted. Accordingly, there can be no assurance that an active trading market for the New Equity Interests will develop, nor can any assurance be given as to the

liquidity or prices at which such securities might be traded. In the event an active trading market does not develop, the ability to transfer or sell New Equity Interests may be substantially limited.

In addition, the Reorganized Debtors do not expect to be subject to the reporting requirements of the Securities Act, and Holders of the New Equity Interests will not be entitled to any information except as expressly required by the Governance Documents. As a result, the information which the Debtors are required to provide in order to issue the New Equity Interests may be less than the Debtors would be required to provide if the New Equity Interests were registered. Among other things, the Debtors may not be required to provide: (a) separate financial information for any subsidiary; (b) selected historical consolidated financial data of CURO; (c) selected quarterly financial data of CURO; (d) certain information about the Debtors' disclosure controls and procedures and their internal controls over financial reporting; and (e) certain information regarding the Debtors' executive compensation policies and practices and historical compensation information for their executive officers. This lack of information could impair your ability to evaluate your ownership and the marketability of the New Equity Interests.

3. The New Equity Interests, New Warrants and CVRs will be Subject to Resale Restrictions

The offering, issuance, and distribution of the New Equity Interests (other than the New Equity Interests underlying the Management Incentive Plan and the DIP Backstop Commitment Shares will be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145. However, holders of New Equity Interests issued pursuant to Bankruptcy Code section 1145(a) who are deemed to be "underwriters" under Bankruptcy Code section 1145(b) will also be subject to resale restrictions. The New Equity Interests underlying the Management Incentive Plan and DIP Backstop Commitment Shares are being issued and sold pursuant to an exemption from registration under the applicable securities laws. Accordingly, such New Equity Interests will be subject to resale restrictions and may be resold, exchanged, assigned, or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act, and other applicable law. The New Equity Interests will be subject to any restrictions in the Governance Documents to the extent applicable. The New Warrants will be subject to any restrictions in the New Warrant Agreement to the extent applicable. Transfer restrictions on the New Warrants will be governed by the Governance Documents and be substantially similar to the transfer restrictions applicable to the New Equity Interests. The CVRs will be subject to any restrictions in the CVR Agreement to the extent applicable, and will be non-transferable. See Article XI of this Disclosure Statement for a further discussion of the transfer restrictions applicable to the New Equity Interests..

5. The Trading Price for the New Equity Interests May Be Depressed Following the Effective Date

Following the Effective Date of the Plan, certain shares of the New Equity Interests may be sold to satisfy withholding tax requirements, to the extent necessary to fund such requirements. In addition, Holders of Claims that receive the New Equity Interests may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of New Equity Interests available for trading could cause the trading price for the New Equity Interests to be depressed, particularly in the absence of an established trading market for the New Equity Interests.

6. The New Equity Interests and CVRs will be Subject to Resale Restrictions in Canada

Any New Equity Interests that are issued and sold under the Plan to Purchasers in Canada are being issued and sold pursuant to an exemption from the registration and prospectus requirements of applicable Canadian Securities Laws. Such New Equity Interests and New Equity Interests distributed outside of

Canada will be subject to resale restrictions in Canada and may be resold in Canada only: (a) pursuant to a final prospectus qualified under applicable Canadian Securities laws; (b) pursuant to an available exemption from the registration and prospectus requirements of Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade. **THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISORS WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER CANADIAN SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS.**

IX. SOLICITATION AND VOTING PROCEDURES

This Disclosure Statement, which is accompanied by a ballot (the "Ballot") to be used for voting on the Plan, is being distributed to the Holders of Claims in those Classes that are entitled to vote to accept or reject the Plan.

A. Holders of Claims Entitled to Vote on the Plan

The Debtors are soliciting votes to accept or reject the Plan only from Holders of Claims in Classes 3, 4, and 5, and Holders of Interests in Class 11 (the "Voting Classes"). The Holders of Claims and Interests in the Voting Classes are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, Holders of Claims and Interests in the Voting Classes have the right to vote to accept or reject the Plan. The Debtors are ***not*** soliciting votes from Holders of Claims or Interests in Classes 1, 2, 6, 7, 8, 9, and 10.

B. Voting on the Plan

The Voting Deadline is **April 19, 2024, at 4:00 p.m. (prevailing Central Time).** In order to be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed, and delivered as directed, so that your ballot or the master ballot containing your vote is actually received by the Solicitation Agent on or before the Voting Deadline. Ballots or master ballots returned by facsimile will not be counted.

C. Ballots Not Counted

No ballot will be counted toward Confirmation if, among other things: (1) it is illegible; (2) it is submitted by or on behalf of a Holder of a Claim or an Interest that is not entitled to vote on the Plan; (3) it is unsigned; or (4) it is not clearly marked. Please refer to the proposed Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.

D. Votes Required for Acceptance by a Class

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Acceptance by a class of claims requires an affirmative vote of more than one-half in number of total allowed claims that have voted and an affirmative vote of at least two-thirds in dollar amount of the total allowed claims that

have voted. Acceptance by a class of interests requires an affirmative vote of at least two-thirds in amount of the total allowed interests that have voted.

E. Certain Factors to Be Considered Prior to Voting

There are a variety of factors that all Holders of Claims and Interests entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan and include, among other things:

- unless otherwise specifically indicated, the financial information contained in the Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and the Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;
- the Debtors may request Confirmation without the acceptance of the Plan by all Impaired Classes in accordance with Bankruptcy Code section 1129(b); and
- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims and Professional Claims.

While these factors could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, the occurrence or impact of such factors may not necessarily affect the validity of the vote of the Voting Class or necessarily require a re-solicitation of the votes of Holders of Claims or Interests in the Voting Class pursuant to Bankruptcy Code section 1127.

For a further discussion of risk factors, please refer to "Risk Factors" described in Article VIII of this Disclosure Statement.

F. Solicitation Procedures

1. Claims and Noticing Agent

The Debtors have retained Epiq Corporate Restructuring, LLC to act as, among other things, the Claims and Noticing Agent in connection with the solicitation of votes to accept or reject the Plan.

2. Solicitation Package

The following materials constitute the solicitation package distributed to Holders of Claims and Interests in the Voting Classes (collectively, the "Solicitation Package"): (a) instructions on how to access an electronic copy of the Disclosure Statement; and (b) the appropriate ballot in the form attached to the Order as Exhibits 4A, 4B, 4C, 4D, 4E, 4F, 4G, and 4H (each, a "Ballot," and collectively, the "Ballots").

3. Distribution of the Solicitation Package and Plan Supplement

The Debtors will cause the Claims and Noticing Agent to commence distribution of the Solicitation Package to Holders of Claims in the Voting Classes on March 24, 2024, which is 26 days before the Voting Deadline (*i.e.*, 4:00 p.m. (prevailing Central Time) on April 19, 2024), and will complete the hard-copy mailing of all Solicitation Packages to Holders of Claims and Interests in the Voting Classes on or before March 29, 2024.

The Solicitation Package (except the Ballot) may also be obtained from the Claims and Noticing Agent by: (a) calling the Debtors' restructuring hotline at (877) 354-3909 (U.S. or Canada) or +1 (971) 290-1442 (international), (b) emailing curo@epiqglobal.com, and/or (c) writing to the Claims and Noticing Agent at CURO Group Holdings Corp., c/o Epiq Ballot Processing Center, 10300 SW Allen Blvd., Beaverton, OR 97005. After the Debtors file the Chapter 11 Cases, you may also obtain copies of any pleadings Filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, https://dm.epiq11.com/Curo (free of charge), or for a fee via PACER at https://www.pacer.gov/.

The Debtors shall file the Plan Supplement, to the extent reasonably practicable, with the Bankruptcy Court no later than seven (7) days before the Voting Deadline. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available on the Debtors' restructuring website.

X. CONFIRMATION OF THE PLAN

A. The Combined Hearing

Under Bankruptcy Code section 1128(a), the Bankruptcy Court, after notice, may hold a hearing to confirm a plan of reorganization. The Debtors will request, on the Petition Date, that the Bankruptcy Court set a hearing to approve the Plan and Disclosure Statement. The Combined Hearing may, however, be continued or adjourned from time to time without further notice to parties in interest other than an adjournment announced in open court or a notice of adjournment Filed with the Bankruptcy Court and served in accordance with the Bankruptcy Rules. Subject to Bankruptcy Code section 1127 and the RSA, the Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing, without further notice to parties in interest.

Additionally, Bankruptcy Code section 1128(b) provides that a party in interest may object to Confirmation. The Debtors, in the same motion requesting a date for the Combined Hearing, will request that the Bankruptcy Court set a date and time for parties in interest to file objections to Confirmation of the Plan. An objection to Confirmation of the Plan must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the applicable order of the Bankruptcy Court so that it is actually received on or before the deadline to file such objections as set forth therein.

B. Requirements for Confirmation of the Plan

Among the requirements for Confirmation of the Plan pursuant to Bankruptcy Code section 1129 are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of Holders of Claims or Interests.

At the Combined Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of Bankruptcy Code section 1129. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith.

C. Feasibility

Bankruptcy Code section 1129(a)(11) requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors, with the assistance of their advisors, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared their projected consolidated balance sheet, income statement, and statement of cash flows (the "Financial Projections"). Creditors and other interested parties should review Article VIII of this Disclosure Statement, entitled "Risk Factors," for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

The Financial Projections are attached hereto as **Exhibit C** and incorporated herein by reference. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[6]

Bankruptcy Code section 1126(c) defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number of the Allowed Claims in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Bankruptcy Code section 1126(d) defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of allowed interests in that class, counting only those interests that have *actually* voted to accept or to reject the plan. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount of the Allowed Interests in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Pursuant to Article III.E of the Plan, if a Class contains Claims or Interests is eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

E. Confirmation Without Acceptance by All Impaired Classes

Bankruptcy Code section 1129(b) allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to Bankruptcy Code section 1129(b), notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of Bankruptcy Code section 1129(b). To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors may request Confirmation of the

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[6] A class of claims is "impaired" within the meaning of Bankruptcy Code section 1124 unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation, compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

Plan, as it may be modified from time to time, under Bankruptcy Code section 1129(b). The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of Bankruptcy Code section 1129(b).

1. No Unfair Discrimination

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims or interests of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

2. Fair and Equitable Test

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to Bankruptcy Code section 1129(b), the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation Analysis

The Plan provides for the distribution of the New Equity Interests to certain Holders of Claims upon consummation of the restructuring transactions contemplated by the Plan. Accordingly, Oppenheimer performed an analysis of the estimated implied equity value of the Debtors on a going-concern basis as of an assumed Effective Date (the "Valuation Analysis") at the Debtors' request. Based on the Valuation Analysis which is attached hereto as **Exhibit D**, the enterprise value of the consolidated corporate entity that includes both Debtors and wholly owned bankruptcy-remote non-Debtor subsidiaries is estimated to be within the range of approximately $1,380 million to $1,660 million, and the value of the Reorganized Debtors alone is estimated to be within the range of approximately $450 million to $730 million, with a midpoint of $590 million as of the Effective Date.

The Valuation Analysis, including the procedures followed, assumptions made, qualifications, and limitations on review undertaken, should be read in conjunction with Article VIII of this Disclosure Statement entitled "Risk Factors." Oppenheimer makes no representations as to changes to such data and information that may have occurred since the date of the Valuation Analysis.

G. Liquidation Analysis

Often called the "best interests" test, Bankruptcy Code section 1129(a)(7) requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each

impaired class, that each Holder of a Claim or Interest in such impaired class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting Holder would receive or retain if the debtors liquidated under chapter 7.

Attached hereto as **Exhibit E** and incorporated herein by reference is a liquidation analysis (the "Liquidation Analysis") prepared by the Debtors with the assistance of the Debtors' advisors and reliance upon the valuation methodologies utilized by the Debtors' advisors. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by Holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a substantially greater return to Holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

XI. CERTAIN SECURITIES LAW MATTERS

A. New Equity Interests and CVRs

As discussed herein, the Plan provides for the offer, issuance, sale, and distribution of New Equity Interests to certain Holders of prepetition Claims against the Debtors. The Debtors believe that the class of New Equity Interests will be "securities," as defined in section 2(a)(1) of the Securities Act, Bankruptcy Code section 101 and any applicable Blue-Sky Law.

The Debtors further believe that the issuance of the New Equity Interests (other than any DIP Backstop Commitment Shares and any New Equity Interests underlying the Management Incentive Plan) after the Petition Date pursuant to the restructuring transactions under the Plan is, and subsequent transfers of such New Equity Interests by the holders thereof that are not "underwriters" (which definition includes "Controlling Persons") will be, exempt from federal and state securities registration requirements under the Bankruptcy Code and any applicable state Blue-Sky Law as described in more detail below, except in certain limited circumstances.

The Debtors further believe that either the CVRs shall not constitute a "security" under applicable U.S. securities laws or that the issuance of the CVRs shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145.

Further, the Debtors are relying on Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act, and similar Blue-Sky Laws provisions, to exempt from registration under the Securities Act and Blue-Sky Laws the offer to certain Holders of Allowed First Lien Claims of the New Equity Interests (including the DIP Backstop Commitment Shares) prior to the Petition Date, including in connection with the Solicitation. Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder provide that the offering, issuance, and distribution of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation S under the Securities Act provides an exemption from registration under the Securities Act for the offering, issuance, and distribution of securities in certain transactions to persons outside of the United States.

In addition, the Debtors believe that all DIP Backstop Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. Any New Equity Interests underlying the Management Incentive Plan will be offered,

issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will also be considered "restricted securities."

The following discussion of the issuance and transferability of the New Equity Interests relates solely to matters arising under federal and state securities laws. The rights of holders of New Equity Interests, including the right to transfer such interests, will also be subject to any restrictions in the Governance Documents to the extent applicable. Recipients of the New Equity Interests are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue-Sky Laws.

B. Exemption from Registration Requirements; Issuance of New Equity Interests under the Plan

All shares of New Equity Interests (other than any DIP Backstop Commitment Shares and any New Equity Interests underlying the Management Incentive Plan) will be issued after the Petition Date without registration under the Securities Act or any similar federal, state, or local law in reliance on Bankruptcy Code section 1145(a).

Bankruptcy Code section 1145 provides, among other things, that Section 5 of the Securities Act and any other applicable U.S. state or local law requirements for the issuance of a security do not apply to the offering, issuance, distribution or sale of stock, options, warrants, or other securities by a debtor if (1) the offer or sale occurs under a plan of reorganization, (2) the recipients of the securities hold a claim against, an interest in, or claim for administrative expense against, the debtor, and (3) the securities are issued in exchange for a claim against, interest in, or claim for an administrative expense against a debtor or are issued principally in such exchange or partly for cash and property. The Debtors believe that all shares of New Equity Interests (other than any DIP Backstop Commitment Shares and any New Equity Interests underlying the Management Incentive Plan) issued after the Petition Date in exchange for the Claims described above satisfy the requirements of Bankruptcy Code section 1145(a).

All DIP Backstop Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act. Any New Equity Interests underlying the Management Incentive Plan will also be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration.

Accordingly, no registration statement will be Filed under the Securities Act or any state securities laws with respect to the initial offer, issuance, and distribution of New Equity Interests. Recipients of the New Equity Interests are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable state Blue-Sky Law. As discussed below, the exemptions provided for in section 1145(a) do not apply to an entity that is deemed an "underwriter" as such term is defined in Bankruptcy Code section 1145(b).

C. Resales of New Equity Interests; Definition of "Underwriter" Under Bankruptcy Code Section 1145(b)

1. Resales of New Equity Interests Issued Pursuant to Section 1145

New Equity Interests (other than any DIP Backstop Commitment Shares and any New Equity Interests underlying the Management Incentive Plan) to the extent offered, issued, and distributed pursuant to Bankruptcy Code section 1145, (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) will be transferable without registration under the Securities Act in the United

States by the recipients thereof that are not, and have not been within 90 days of such transfer, an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b), and compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission or state or local securities laws, if any, applicable at the time of any future transfer of such securities or instruments.

Bankruptcy Code section 1145(b)(1) defines an "underwriter" as one who, except with respect to "ordinary trading transactions" of an entity that is not an "issuer": (1) purchases a claim against, interest in, or claim for an administrative expense in the case concerning, the debtor, if such purchase is with a view to distribution of any security received or to be received in exchange for such claim or interest; (2) offers to sell securities offered or sold under a plan for the holders of such securities; (3) offers to buy securities offered or sold under a plan from the holders of such securities, if such offer to buy is (a) with a view to distribution of such securities and (b) under an agreement made in connection with the plan, with the consummation of the plan, or with the offer or sale of securities under the plan; or (4) is an issuer of the securities within the meaning of section 2(a)(11) of the Securities Act. In addition, a Person who receives a fee in exchange for purchasing an issuer's securities could also be considered an underwriter within the meaning of section 2(a)(11) of the Securities Act.

The definition of an "issuer" for purposes of whether a Person is an underwriter under Bankruptcy Code section 1145(b)(1)(D), by reference to section 2(a)(11) of the Securities Act, includes as "statutory underwriters" all "affiliates," which are all Persons who, directly or indirectly, through one or more intermediaries, control, are controlled by, or are under common control with, an issuer of securities. The reference to "issuer," as used in the definition of "underwriter" contained in section 2(a)(11) of the Securities Act, is intended to cover "Controlling Persons" of the issuer of the securities. "Control," as defined in Rule 405 of the Securities Act, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. Accordingly, an officer or director of a reorganized debtor or its successor under a plan of reorganization may be deemed to be a "Controlling Person" of the debtor or successor, particularly if the management position or directorship is coupled with ownership of a significant percentage of the reorganized debtor's or its successor's voting securities. In addition, the legislative history of Bankruptcy Code section 1145 suggests that a creditor who owns 10% or more of a class of securities of a reorganized debtor may be presumed to be a "Controlling Person" and, therefore, an underwriter.

Resales of the New Equity Interests issued in exchange for Prepetition 1.5L Notes Claims pursuant to the Plan by entities deemed to be "underwriters" (which definition includes "Controlling Persons") are not exempted by Bankruptcy Code section 1145 from registration under the Securities Act or other applicable law. Under certain circumstances, holders of such New Equity Interests who are deemed to be "underwriters" may be entitled to resell their New Equity Interests pursuant to the limited safe harbor resale provisions of Rule 144 of the Securities Act. Generally, Rule 144 of the Securities Act would permit the public sale of control securities received by such Person if the requirements for sales of such control securities under Rule 144 have been met, including that current information regarding the issuer is publicly available and volume limitations, manner of sale requirements and certain other conditions are met. Whether any particular Person would be deemed to be an "underwriter" (including whether the Person is a "Controlling Person") with respect to the New Equity Interests would depend upon various facts and circumstances applicable to that Person. Accordingly, the Debtors express no view as to whether any Person would be deemed an "underwriter" with respect to such New Equity Interests and, in turn, whether any Person may freely trade such New Equity Interests. However, the Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, Rule 144 will not be available for resales of such New Equity Interests by Persons deemed to be underwriters or otherwise.

IN VIEW OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A RECIPIENT OF SECURITIES MAY BE AN UNDERWRITER OR AN AFFILIATE OF THE REORGANIZED DEBTORS, THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING THE RIGHT OF ANY PERSON TO TRADE IN SECURITIES TO BE DISTRIBUTED PURSUANT TO THE PLAN. ACCORDINGLY, THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF NEW EQUITY INTERESTS CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES.

2. Resales of New Equity Interests Issued Pursuant to Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or Regulation S under the Securities Act

All DIP Backstop Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and/or Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom and pursuant to applicable state securities laws. Any New Equity Interests underlying the Management Incentive Plan will also be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration.

Generally, Rule 144 of the Securities Act provides a limited safe harbor for the public resale of restricted securities if certain conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer." A non-affiliate who has not been an affiliate of the issuer during the preceding three months may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission pursuant to Rule 144 after a one-year holding period. An affiliate may resell restricted securities of an issuer that does not file reports with the United States Securities and Exchange Commission under Rule 144 after such holding period, as well as other securities without a holding period, but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. The Debtors do not intend to make publicly available the requisite information regarding the Debtors, and, as a result, even after the holding period, Rule 144 may not be available for resales of such New Equity Interests by affiliates of the Debtors. Restricted securities (as well as other securities held by affiliates) may be resold without holding periods under other exemptions from registration, including Rule 144A under the Securities Act and Regulation S under the Securities Act, but only in compliance with the conditions of such exemptions from registration.

In addition, in connection with resales of any New Equity Interests offered, issued and distributed pursuant to Regulation S under the Securities Act: (i) the offer or sale, if made prior to the expiration of the one-year distribution compliance period (six months for a reporting issuer), may not be made to a U.S. person or for the account or benefit of a U.S. person (other than a distributor); and (ii) the offer or sale, if made prior to the expiration of the applicable one-year or six-month distribution compliance period, is made pursuant to the following conditions: (a) the purchaser (other than a distributor) certifies that it is not a U.S. person and is not acquiring the securities for the account or benefit of any U.S. person or is a U.S. person who purchased securities in a transaction that did not require registration under the Securities Act; and (b) the purchaser agrees to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

All DIP Backstop Commitment Shares will bear a restrictive legend. Each certificate or book-entry representing, or issued in exchange for or upon the transfer, sale, or assignment of, any DIP Backstop Commitment Shares shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE], HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION."

The Debtors will reserve the right to require certification, legal opinions, or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the DIP Backstop Commitment Shares. The Debtors will also reserve the right to stop the transfer of any DIP Backstop Commitment Shares if such transfer is not registered in compliance with Rule 144, or in compliance with another applicable exemption from registration.

Notwithstanding anything to the contrary in this Disclosure Statement, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan or this Disclosure Statement, including, for the avoidance of doubt, whether the New Equity Interests are exempt from the registration requirements of Section 5 of the Securities Act.

In addition to the foregoing restrictions, the New Equity Interests will also be subject to any applicable transfer restrictions contained in the Governance Documents.

PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISOR WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER THE FEDERAL OR STATE SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING, AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE SECURITIES OR THE BANKRUPTCY MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT. IN LIGHT OF THE UNCERTAINTY CONCERNING THE AVAILABILITY OF EXEMPTIONS FROM THE RELEVANT PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS, WE ENCOURAGE EACH RECIPIENT OF SECURITIES AND PARTY IN INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A SECURITY IS EXEMPT FROM THE REGISTRATION REQUIREMENTS UNDER THE FEDERAL OR STATE SECURITIES LAWS OR WHETHER A PARTICULAR RECIPIENT OF NEW EQUITY INTERESTS MAY BE AN UNDERWRITER, WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

D. Certain Canadian Securities Law Matters

Any New Equity Interests will be subject to resale restrictions under applicable Canadian Securities Laws and may be resold in Canada only: (a) pursuant to a final prospectus qualified under applicable Canadian Securities laws; (b) pursuant to an available exemption from the registration and prospectus requirements of Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the

issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade.

THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISORS WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER CANADIAN SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS. THE DEBTORS MAKE NO REPRESENTATIONS CONCERNING, THE AVAILABILITY OF EXEMPTIONS UNDER CANADIAN SECURITIES LAWS IN RESPECT OF RESALES OF THE SECURITIES IN CANADA AND DO NOT PROVIDE, ANY OPINIONS OR ADVICE WITH RESPECT TO THE RESALE OF SECURITIES IN CANADA. WE ENCOURAGE EACH RECIPIENT OF SECURITIES AND PARTY IN INTEREST TO CONSIDER CAREFULLY AND CONSULT WITH ITS OWN LEGAL ADVISORS WITH RESPECT TO ALL SUCH MATTERS. BECAUSE OF THE COMPLEX NATURE OF RESALES OF SECURITIES IN CANADA WE MAKE NO REPRESENTATION CONCERNING THE ABILITY OF A PERSON TO DISPOSE OF THE SECURITIES ISSUED UNDER THE PLAN.

XII. CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to the Debtors, the Reorganized Debtors, and to certain Holders (which, solely for purposes of this discussion, means the beneficial owners for U.S. federal income tax purposes) of Class 3 Prepetition 1L Term Loan Claims, Class 4 Prepetition 1.5L Notes Claims, Class 5 Prepetition 2L Notes Claims, and Class 11 Existing CURO Interests. This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "IRC"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and authorities, published administrative rules, positions and pronouncements of the U.S. Internal Revenue Service (the "IRS"), and other applicable authorities (collectively, "Applicable Tax Law"), all as in effect on the date of this Disclosure Statement and all of which are subject to change or differing interpretations, possibly with retroactive effect. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. No opinion of counsel has been obtained, and the Debtors do not intend to seek a ruling or determination from the IRS as to any of the tax consequences of the Plan discussed below. The discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtors or to certain Holders of Claims in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders of Claims subject to special treatment under the U.S. federal income tax laws (including, for example, banks, brokers, dealers, mutual funds, governmental authorities or agencies, pass-through entities, beneficial owners of pass-through entities, subchapter S corporations, dealers and traders in securities, insurance companies, financial institutions, retirement plans, small business investment companies, regulated investment companies, real estate

investment trusts, tax-exempt organizations, controlled foreign corporations, passive foreign investment companies, Persons who are related to the Debtors within the meaning of the IRC, Persons liable for alternative minimum tax, U.S. Holders whose functional currency is not the U.S. dollar, U.S. Holders who prepare "applicable financial statements" (as defined in section 451 of the IRC), Persons using a mark-to-market method of accounting, Holders of Claims who are themselves in bankruptcy, and those holding, or who will hold, any property described herein as part of a hedge, straddle, conversion, or other integrated transaction). No aspect of state, local, estate, gift, or non-U.S. taxation is addressed. Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds Claims as "capital assets" (within the meaning of section 1221 of the IRC). This summary also assumes that the various debt and other arrangements to which the Debtors and the Reorganized Debtors are or will be a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the IRC. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than any other Holder of a Claim of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. This summary does not address the U.S. federal income tax consequences to Holders of Claims (a) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan, (b) that are deemed to reject the Plan, or (c) that are otherwise not entitled to vote to accept or reject the Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim (including a beneficial owner of a Claim) that for U.S. federal income tax purposes is: (1) an individual citizen or resident of the United States; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (4) a trust (a) if a court within the United States is able to exercise primary jurisdiction over the trust's administration and one or more "United States persons" (within the meaning of section 7701(a)(30) of the IRC) has authority to control all substantial decisions of the trust or (b) that has a valid election in effect under applicable Treasury Regulations to be treated as a "United States person" (within the meaning of section 7701(a)(30) of the IRC). For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is not a U.S. Holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the partnership (or other pass-through entity). Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims are urged to consult their respective tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ADDITIONALLY, THE FOLLOWING SUMMARY DOES NOT ADDRESS THE CANADIAN FEDERAL INCOME TAX OR OTHER NON-U.S. INCOME TAX CONSEQUENCES TO HOLDERS OF CLAIMS. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences of the Plan to the Debtors and the Reorganized Debtors

Each of the Debtors organized in the United States (each such Debtor a "U.S. Debtor" and collectively, the "U.S. Debtors") is a member of an affiliated group of corporations that files consolidated federal income tax returns with Holdings as the common parent (such consolidated group, the "CURO Group") or an entity disregarded as separate from its owner for U.S. federal income tax purposes whose business activities and operations are reflected on the consolidated U.S. federal income tax returns of the CURO Group. The non-U.S. Debtors are not currently directly subject to U.S. federal income tax, and the Debtors expect that such non-U.S. Debtors will not be subject to U.S. federal income tax immediately following the Restructuring Transactions. The U.S. Debtors estimate that, as of the filing date of the tax returns for the year ended December 31, 2021, the CURO Group had consolidated net operating loss carryforwards ("NOL") of approximately $229 million, among other tax attributes (including tax basis in assets), and approximately $76 million of capital loss carryforwards. However, the amount of CURO Group NOLs and other tax attributes, as well as the application of any limitations thereon, remains subject to review and adjustment, including by the IRS. As discussed below, the U.S. Debtors' NOLs and certain other tax attributes are expected to be significantly reduced or eliminated entirely upon implementation of the Plan.

The tax consequences of the implementation of the Plan to the U.S. Debtors will differ depending on how the Restructuring Transactions are structured for applicable tax purposes including as a taxable sale of the U.S. Debtors' assets and/or stock to an indirect subsidiary of a newly formed Reorganized CURO (a "Newco Acquisition") or as an exchange of restructured interests in Reorganized CURO for Claims (a "Restructuring in Place"). The U.S. Debtors have not yet determined whether they intend to structure the Restructuring Transactions as a Newco Acquisition, a Restructuring in Place, or in another manner. Such decision will depend on, among other things, the magnitude of any anticipated cash tax liability arising from a Newco Acquisition, the fair market value of any tax basis arising in connection with the same, and the anticipated cash tax profile of the U.S. Debtors following implementation of the Plan in the absence of a Newco Acquisition.

1. Newco Acquisition

If the transaction undertaken pursuant to the Plan is structured as a Newco Acquisition, the U.S. Debtors would recognize gain or loss upon the transfer in an amount equal to the difference between (i) the fair market value of the assets transferred (or deemed to be transferred) by the Debtors and (ii) the U.S. Debtors' tax basis in the assets or stock transferred (including any assets deemed transferred, such as by reason of an election to treat a stock transfer as an asset transfer for U.S. federal income tax purposes (via one or more elections pursuant to IRC sections 338(g), 338(h)(10) or 336(e)) or the transfer of the membership interests in a wholly-owned limited liability company that is disregarded for U.S. federal income tax purposes). In connection with such transaction U.S. Debtors (or subsidiaries thereof) will be deemed to or will actually liquidate for U.S. federal income tax purposes in a taxable transaction and the U.S. Debtors may recognize additional gain or loss in respect of such liquidations (e.g. in respect of insolvent subsidiaries). Depending on the fair market value of the assets transferred (or deemed to be transferred) by the Debtors over the tax basis of the Debtors in those assets that would be transferred, the amount of any gain or loss on such liquidations and the availability of NOLs or other tax attributes to offset any gain on the transfer or liquidations, the U.S. Debtors could be subject to material U.S. federal, state or local income tax liability, which amount cannot be determined at this time. Reorganized CURO (and its subsidiaries) would not succeed to any U.S. federal income tax attributes of the U.S. Debtors (such as NOLs, tax credits or tax basis in assets).

If an indirect subsidiary of a newly-formed Reorganized CURO (the "Newco Entities") purchases assets or stock of the U.S. Debtors pursuant to a Newco Acquisition, such entity will generally take a fair market value basis in the transferred assets or stock. However, if a Newco Acquisition involves a purchase of stock of a U.S. Debtor, such Debtor will retain its basis in its assets unless the parties make an election pursuant to IRC sections 338(g), 338(h)(10) or 336(e) to treat the stock purchase as the purchase of assets. There is no authority directly on point with respect to a transaction structured as a Newco Acquisition and there is no guaranty that the IRS would not take a position contrary to the U.S. Debtors' reporting of such Newco Acquisition, which position may ultimately be sustained by a court.

Although the U.S. Debtors expect a transfer of the stock or assets of the U.S. Debtors to an indirect subsidiary of a newly formed Reorganized CURO in a transaction intended to qualify as a Newco Acquisition to be treated as a taxable asset acquisition, there is no assurance that the IRS would not take a contrary position and assert that such transaction is instead a tax-free reorganization. Moreover, it is possible that Reorganized CURO may make (or cause its subsidiaries to make) certain elections to cause such transaction to be treated as a tax-free reorganization. If the transfer of the U.S. Debtors' stock or assets to an indirect subsidiary of a newly formed Reorganized CURO were treated as a tax-free reorganization, Reorganized CURO and its subsidiaries would carry over the tax attributes of the CURO Group (including tax basis in assets), subject to the required attribute reduction attributable to the substantial COD Income incurred in connection with emergence and other applicable limitations (as discussed below). If the Restructuring Transactions were treated as a tax-free reorganization, the impact of the associated Restructuring Transactions to the U.S. Debtors could be materially different from the consequences described herein. The remainder of this disclosure assumes that any sale of the U.S. Debtors' assets and/or stock to a subsidiary of Reorganized CURO in a transaction intended to qualify as a Newco Acquisition in connection with the Restructuring Transaction will be a taxable sale as described above under "Newco Acquisition".

2. Restructuring in Place

If the transactions undertaken pursuant to the Plan are structured as a Restructuring in Place, the Restructuring will be subject to the application of section 382 of the IRC and to the rules with respect to cancellation of indebtedness income ("COD Income"), as described below.

a. Cancellation of Debt and Reduction of Tax Attributes

In general, absent an exception, a taxpayer will realize and recognize COD Income upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the fair market value of the New Equity Interests, Exit Term Loans, CVRs, plus any other consideration, in each case, given in satisfaction of such indebtedness at the time of the exchange. COD Income should not arise to the extent that payment of the indebtedness would have given rise to a deduction.

Under section 108 of the IRC, a taxpayer will not, however, be required to include COD Income in gross income (i) if the taxpayer is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding, or (ii) to the extent that the taxpayer is insolvent immediately before the discharge. Instead, as a consequence of such an exclusion, a taxpayer-debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined. In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the Reorganized Debtors remain subject immediately after the discharge); (f) passive activity loss

and credit carryovers; and (g) foreign tax credit carryovers. Deductions deferred under Section 163(j) of the IRC are not subject to reduction under these rules. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact. Alternatively, a debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC. In such a case, the limitation described in (e) does not apply to the reduction in basis of depreciable property and, following such reduction, any remaining COD Income that is excluded from gross income reduces any remaining tax attributes in the order specified in the second prior sentence. The reduction of the taxpayer's tax attributes occurs at the end of the tax year for which the excluded COD Income is realized, but only after the taxpayer's net income or loss for the taxable year of the debt discharge has been determined; in this way, the attribute reduction is generally effective as of the start of the taxable year following the discharge. If the amount of excluded COD Income exceeds available tax attributes, the excess generally is not subject to U.S. federal income tax.

As noted above, in connection with the Restructuring Transactions, the Debtors expect to realize COD Income. The exact amount of any COD Income that will be realized by the Debtors will not be determinable until the consummation of the Plan because the amount of COD Income will depend, in part, on the fair market value of the New Equity Interest and any other consideration, none of which can be determined until after the Plan is consummated.

b. Limitation on NOLs, 163(j) Deductions, and Other Tax Attributes

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, the Reorganized Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the IRC.[7]

Under sections 382 and 383 of the IRC, if the Debtors undergo an "ownership change," the amount of any remaining NOL carryforwards, tax credit carryforwards, deductions deferred under section 163(j) of the IRC, and possibly certain other attributes (potentially including losses and deductions that have accrued economically but are unrecognized as of the date of the ownership change and cost recovery deductions) of the Debtors allocable to periods prior to the Effective Date (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally are subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a net unrealized built-in loss at the time of an ownership change (taking into account most assets and items of "built-in" income and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's

[7] The IRS issued proposed regulations in September 2019 that would revoke IRS Notice 2003-65 and make substantial changes to the way limitations under section 382 of the IRC are calculated. The changes would decrease the limitation set forth in section 382 of the IRC in most cases and potentially cause entities that would have had a net unrealized built-in gain under Notice 2003-65 to instead have a net unrealized built-in loss, which would result in additional limitations on the ability to deduct Pre-Change Losses (as defined below). Additionally, the IRS issued further proposed regulations in January 2020 that would provide certain transition relief for the application of any finalized regulation. Under such transition relief, any finalized regulations would apply only to ownership changes occurring 31 days after the regulations are finalized and certain specified and identifiable transactions would be subject to a "grandfathering" rule that allows for application of the prior IRS Notice 2003-65 rules. Additionally, the "grandfathering" rule would also apply as long as a company files its chapter 11 case within 31 days of the issuance of final regulations, even where the applicable ownership change occurs more than 31 days after finalization of the regulations. The Debtors anticipate that the Effective Date will occur before any such finalized regulations would be applicable (or that such a "grandfathering" rule would apply to the Restructuring Transactions) and, accordingly, the remainder of this discussion assumes that Notice 2003-65 will apply to the Reorganized Debtors. In the event the proposed regulations are finalized more than 31 days prior to the Effective Date, and the "grandfather" rule does not apply to prevent the finalized regulations from being applied to the Debtors and/or Reorganized Debtors, the Debtors will make a supplemental filing to explain the potential effect of such finalized regulations.

(or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000 or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change.

The rules of section 382 of the IRC are complicated, but as a general matter, the Debtors anticipate that the issuance of New Equity Interests pursuant to the Plan will result in an "ownership change" of the Debtors for these purposes, and that the Reorganized Debtors' use of the Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the IRC applies.

c. General Section 382 Annual Limitation

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (i) the fair market value of the stock of the corporation immediately before the "ownership change" (with certain adjustments), and (ii) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the ownership change occurs, currently 3.44 percent for March 2024). The annual limitation may be increased to the extent that the Reorganized Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. If the corporation or consolidated group does not continue its historic business or use a significant portion of its historic assets in a new business for at least two years after the ownership change, the annual limitation resulting from the ownership change is reduced to zero, thereby precluding any utilization of the corporation's Pre-Change Losses (absent any increases due to recognized built-in gains). As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

d. Special Bankruptcy Exceptions

Special rules may apply in the case of a corporation that experiences an "ownership change" as a result of a bankruptcy proceeding. An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, a debtor's Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the debtor during the three taxable years preceding the effective date of the plan of reorganization and during the part of the taxable year prior to and including the effective date of the plan of reorganization in respect of all debt converted into stock pursuant to the reorganization. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception," and together with the 382(l)(5) Exception, the "Bankruptcy Exceptions"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (i) the value of the debtor corporation's new stock (with certain adjustments) immediately after the ownership change or (ii) the value of such debtor corporation's assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes

an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under it, a debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes.

The Debtors have not determined whether either the 382(l)(5) Exception or the 382(l)(6) Exception will be available or, if it is available, whether the Reorganized Debtors will elect out of its application.

C. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Claims Entitled to Vote on the Plan

As discussed below, the tax consequences of the Plan to Holders of Allowed Claims will depend on a variety of factors.

As an initial matter, whether the Plan is fully or partially taxable will depend on whether it is structured as a Newco Acquisition or a Restructuring in Place and, if the latter, whether the debt instruments being surrendered constitute "securities" for U.S. federal income tax purposes. Whether an Allowed Claim that is surrendered and debt instruments received pursuant to the Plan constitute "securities" is determined based on all the facts and circumstances. Most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an Interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

In addition, under the Restructuring in Place, the tax treatment to Holders receiving CVRs will depend, in part, on whether such rights are characterized as a contractual right, debt, or stock. The tax law is not clear as to the proper characterization of the CVRs.

Each U.S. Holder is urged to consult its tax advisor regarding the appropriate status for U.S. federal income tax purposes of its Allowed Claims and any consideration received in respect of such Allowed Claims.

The character of any recognized gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Allowed Claim in such U.S. Holder's hands (including whether the Allowed Claim constitutes a capital asset), whether the Allowed Claim was purchased at a discount, whether and to what extent the U.S. Holder has previously claimed a bad debt deduction with respect to its Allowed Claim, and whether any part of the Holder's recovery is treated as being on account of accrued but unpaid interest. Accrued interest and market discount are discussed below.

1. Consequences to U.S. Holders of Prepetition 1L Notes Claims

Pursuant to the Plan, each holder of an Allowed Prepetition 1L Term Loan Claim will receive, in full and final satisfaction of such Claim, its Pro Rata portion of the Second Out Exit Term Loans.

If the Restructuring is effected by a Restructuring in Place and the Prepetition 1L Notes Claims and the Second Out Exit Term Loans constitute "securities" for U.S. federal income tax purposes, the Debtors would expect a U.S. Holder's exchange of Prepetition 1L Notes Claims for the Second Out Exit Term Loans to constitute a tax-deferred "recapitalization" within the meaning of Section 368(a)(1)(E) of the IRC. In such case, such U.S. Holder should not recognize any gain or loss. Such U.S. Holder should have an aggregate tax basis in the Second Out Exit Term Loans received in exchange for its Claims equal to the U.S. Holder's tax basis in such Claims. The U.S. Holder's holding period in the Second Out Exit Term Loans received as part of the tax-deferred exchange generally should include the period the U.S. Holder held its Prepetition 1L Notes Claims.

If either Prepetition 1L Notes Claims or Second Out Exit Terms Loans do not constitute "securities" or the Restructuring is effected through a Newco Acquisition, then a U.S. Holder of a Prepetition 1L Notes Claim should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder of such a Claim should recognize gain or loss equal to the difference between (a) the issue price of the Second Out Exit Term Loans received in exchange for the Claim and (b) such U.S. Holder's adjusted basis, if any, in such a Claim. A U.S. Holder of such a Claim should obtain a tax basis in the Second Out Exit Term Loans equal to the fair market value of the Second Out Exit Term Loans as of the Effective Date. The holding period for such Second Out Exit Term Loans should begin on the day following the Effective Date.

2. Consequences to Holders of Prepetition 1.5L Notes Claims

Pursuant to the Plan, each holder of an Allowed Prepetition 1.5L Notes Claim shall receive its Pro Rata share of (a) 100% of the New Equity Interests, less (b) the Prepetition 2L Notes Distribution and the DIP Equity Fees, and (c) all subject to dilution by the Management Incentive Plan.

If the Restructuring is effected by a Restructuring in Place and the Prepetition 1.5L Notes Claims constitute "securities" for U.S. federal income tax purposes, the Debtors would expect a U.S. Holder's exchange of Prepetition 1.5L Notes Claims for the New Equity Interests to constitute a tax-deferred "recapitalization" within the meaning of Section 368(a)(1)(E) of the IRC. In such case, such U.S. Holder should not recognize any gain or loss. Such U.S. Holder should have an aggregate tax basis in the New Equity Interests received in exchange for its Claims equal to the U.S. Holder's tax basis in such Claims. The U.S. Holder's holding period in the New Equity Interests received as part of the tax-deferred exchange generally should include the period the U.S. Holder held its Prepetition 1.5L Notes Claims.

If either Prepetition 1.5L Notes Claims do not constitute "securities" or the Restructuring is effected through a Newco Acquisition, then a U.S. Holder of a Prepetition 1.5L Notes Claim should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder of such a Claim should recognize gain or loss equal to the difference between (a) the fair market value of the New Equity Interests received in exchange for the Claim and (b) such U.S. Holder's adjusted basis, if any, in such a Claim. A U.S. Holder of such a Claim should obtain a tax basis in the New Equity Interests, other than any such amounts treated as received in satisfaction of accrued but untaxed interest, equal to the fair market value of the New Equity Interests as of the Effective Date. The tax basis of any New Equity Interests treated as received in satisfaction of accrued but untaxed interest should equal the amount of such accrued but untaxed interest, but in no event should such basis exceed the fair market value of the New Equity Interests received in satisfaction of accrued but untaxed interest. The holding period for such New Equity Interests should begin on the day following the Effective Date.

3. Consequences to Holders of Prepetition 2L Notes Claims

Pursuant to the Plan, each holder of an Allowed Prepetition 2L Notes Claim shall receive New Equity Interest in an amount equal to its Pro Rata share of the Prepetition 2L Notes Distribution, subject to dilution by the Management Incentive Plan.

If the Restructuring is effected by a Restructuring in Place and the Prepetition 2L Notes Claims constitute "securities" for U.S. federal income tax purposes, the Debtors would expect a U.S. Holder's exchange of Prepetition 2L Notes Claims for the New Equity Interests to constitute a tax-deferred "recapitalization" within the meaning of Section 368(a)(1)(E) of the IRC. In such case, such U.S. Holder should not recognize any gain or loss. Such U.S. Holder should have an aggregate tax basis in the New Equity Interests received in exchange for its Claims equal to the U.S. Holder's tax basis in such Claims. The U.S. Holder's holding period in the New Equity Interests received as part of the tax-deferred exchange generally should include the period the U.S. Holder held its Prepetition 2L Notes Claims.

If either Prepetition 2L Notes Claims do not constitute "securities" or the Restructuring is effected through a Newco Acquisition, then a U.S. Holder of a Prepetition 1L Notes Claim should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Accordingly, other than with respect to any amounts received that are attributable to accrued but untaxed interest, a U.S. Holder of such a Claim should recognize gain or loss equal to the difference between (a) the fair market value of the New Equity Interests received in exchange for the Claim and (b) such U.S. Holder's adjusted basis, if any, in such a Claim. A U.S. Holder of such a Claim should obtain a tax basis in the New Equity Interests, other than any such amounts treated as received in satisfaction of accrued but untaxed interest, equal to the fair market value of the New Equity Interests as of the Effective Date. The tax basis of any New Equity Interests treated as received in satisfaction of accrued but untaxed interest should equal the amount of such accrued but untaxed interest, but in no event should such basis exceed the fair market value of the New Equity Interests received in satisfaction of accrued but untaxed interest. The holding period for such New Equity Interests should begin on the day following the Effective Date.

4. Certain U.S. Federal Income Tax Consequences of the Plan to U.S. Holders of Existing CURO Interests

Pursuant to the Plan Holders of Existing CURO Interests shall receive, in full and final satisfaction of such Interests, their pro rata share of CVRs in accordance with the CVR Distribution Framework as further described in Article IV.K of the Plan (or, in the event that a Potential CVR Recipient would be eligible to receive CVRs but for the limitation on the Maximum CVR Recipients, Cash in lieu of CVRs, provided, that if the Cash to be distributed to a particular beneficial holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such holder shall not receive any additional Cash nor any rights under or interest in the CVRs).

The Debtors intend to take the position that the CVRs do not constitute "stock" or "debt" and that the exchange of CVRs for Existing CURO Interests constitutes a closed transaction for U.S. federal income tax purposes. There is no authority directly on point with respect to CVRs and there is no guaranty that the IRS would not take a position contrary to the U.S. Debtors' reporting of such CVRs, which position may ultimately be sustained by a court. Each U.S. Holder is urged to consult its own tax advisor regarding our determination.

If the CVRs do not constitute "stock" or "debt" and the exchange of CVRs for Existing CURO Interests constitutes a closed transaction for U.S. federal income tax purposes, or a U.S. Holder of Existing CURO Interests receives only cash, then a U.S. Holder of Existing CURO Interests should be treated as receiving its distribution under the Plan in a taxable exchange under section 1001 of the IRC. Accordingly, a U.S. Holder of such Existing CURO Interests should recognize gain or loss equal to the difference

between (a) the sum of fair market value of the CVRs and amount of Cash received in exchange for the Claim and (b) such U.S. Holder's adjusted basis, if any, in such Existing CURO Interests. A U.S. Holder of such Existing CURO Interests should obtain a tax basis in the CVRs equal to the fair market value of the CVRs as of the Effective Date. The holding period for such CVRs should begin on the day following the Effective Date. As discussed above, however, other characterizations are possible, and U.S. Holders of Existing CURO Interests should consult its tax advisors about such possible alternative characterizations.

5. Distributions Attributable to Accrued Interest (and OID)

A portion of the consideration received by U.S. Holders of Allowed Claims may be attributable to accrued but untaxed interest (or original issue discount ("OID")) on such Claims. If any amount is attributable to such accrued interest (or OID), then such amount should be taxable to that U.S. Holder as interest income if such accrued interest has not been previously included in the U.S. Holder's gross income for U.S. federal income tax purposes. Conversely, U.S. Holders of Allowed Claims should be able to recognize a deductible loss to the extent any accrued interest on the Claims was previously included in the U.S. Holder's gross income but was not paid in full by the Debtors.

If the fair value of the consideration is not sufficient to fully satisfy all principal and interest on an Allowed Claim, the extent to which such consideration will be attributable to accrued but untaxed interest is unclear. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Allowed Claims in each Class will be allocated first to the principal amount of such Allowed Claims (as determined for United States federal income tax purposes), with any excess allocated to the remaining portion of such Claims, if any. There is no assurance that the IRS will respect such allocation.

U.S. Holders are urged to consult their own tax advisors regarding the allocation of consideration received under the plan, as well as the deductibility of accrued but unpaid interest and the character of any loss claimed with respect to accrued but unpaid interest previously included in gross income for U.S. federal income tax purposes.

6. Market Discount

Under the "market discount" provisions of the IRC, some or all of any gain realized by a U.S. Holder of an Allowed Claim who exchanges an Allowed Claim on the Effective Date may be treated as ordinary income (instead of capital gain) to the extent of the amount of accrued "market discount" on the debt instruments constituting the exchanged Claim. In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the holder's adjusted tax basis in the debt instrument is less than (i) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest" or (ii) in the case of a debt instrument issued with original issue discount, its adjusted issue price, by at least a de minimis amount (equal to 0.25% of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of an Allowed Claim that had been acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Allowed Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). To the extent that the Allowed Claims that were acquired with market discount are exchanged in certain tax-free transactions for other property, any market discount that accrued on the Allowed Claims (i.e., up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount with respect to the exchanged debt instrument. To date, specific Treasury Regulations implementing this rule have not been

issued. U.S. Holders of Allowed Claims who acquired the notes underlying their Allowed Claims with market discount are urged to consult with their own tax advisors as to the appropriate treatment of any such market discount and the timing of the recognition thereof.

7. Issue Price of the Second Out Exit Term Loans

The issue price of the Second Out Exit Term Loans will depend on whether a substantial amount of the Second Out Exit Term Loans or Prepetition 1L Notes Claims are considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the issue date, (a) a "sales price" for an executed purchase or sale of the debt instrument during the 31-day period appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the debt instrument; or (c) an "indicative" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property and the price quote is not a firm quote.

If a debt instrument is treated as traded on an established market, then the issue price of such debt instrument is its fair market value on its date of issuance. Therefore, if the Second Out Exit Term Loans are treated as traded on an established market at the Effective Date, the issue price of the Second Out Exit Term Loans will be their fair market value on the Effective Date.

If the Second Out Exit Term Loans are not part of an issue a "substantial amount" of which are not treated as traded on an established market and the Prepetition 1L Notes Claims are treated as traded on an established market, the issue price of the Second Out Exit Term Loans will be based on the fair market value of the Prepetition 1L Notes Claims. If the issue price of the Second Out Exit Term Loans is determined based on the fair market value of the First Lien Take Back Term Loans or the Prepetition 1L Notes Claims, the Reorganized Debtors would be required to provide to U.S. Holders the Reorganized Debtors' determination of the issue price of the Second Out Exit Term Loans, and the Reorganized Debtors' determination of the Second Out Exit Term Loans' issue price would be binding on U.S. Holders unless the holder explicitly discloses that its determination is different from the Reorganized Debtors' on its U.S. federal income tax return.

If neither the Second Out Exit Term Loans nor the Prepetition 1L Notes Claims are treated as traded on an established market, the issue price of the Second Out Exit Term Loans is expected to be equal to the stated redemption price at maturity of the Second Out Exit Term Loans.

8. Limitation on Use of Capital Losses

A U.S. Holder of an Allowed Claim who recognizes capital losses as a result of the distributions under the Plan will be subject to limits on the use of such capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains (without regard to holding periods), and also ordinary income to the extent of the lesser of (a) $3,000 ($1,500 for married individuals filing separate returns) or (b) the excess of the capital losses over the capital gains. A non-corporate U.S. Holder may carry over unused capital losses and apply them against future capital gains and a portion of their ordinary income for an unlimited number of years. For corporate U.S. Holders, capital losses may only be used to offset capital gains. A corporate U.S. Holder that has more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

9. Medicare Tax

Certain U.S. Holders that are individuals, estates, or trusts are required to pay an additional 3.8 percent tax on, among other things, gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of any consideration to be received under the Plan.

10. U.S. Federal Income Tax Consequences of Ownership and Disposition of the Second Out Exit Term Loans.

a. Characterization of the Second Out Exit Term Loans

A debt instrument that provides for one or more contingent payments may implicate the provisions of the Treasury Regulations relating to "contingent payment debt obligations," in which case the timing and amount of income inclusions and the character of income recognized may be different from the consequences described herein. Under such Treasury Regulations, however, one or more contingencies will not cause a debt instrument to be treated as a contingent payment debt instrument if, as of the issue date, such contingencies in the aggregate are considered "remote" or "incidental."

The Debtors intend to treat the Second Out Exit Term Loans as, and the remainder of this discussion assumes that the Second Out Exit Term Loans will not be treated as contingent payment debt instruments. However, Reorganized CURO's treatment of the Second Out Exit Term Loans ultimately will be based on the final terms and conditions as between the Debtors and other relevant stakeholders. Such treatment will be binding on a U.S. Holder, unless the U.S. Holder explicitly discloses to the IRS on its tax return for the year during which such U.S. Holder acquires an interest in the Second Out Exit Term Loans that it is taking a different position. Our position will not be binding on the IRS. Each U.S. Holder is urged to consult its own tax advisor regarding our determination.

b. Qualified Stated Interest

A U.S. Holder of the Second Out Exit Term Loans will be required to include stated interest that accrues on the Second Out Exit Term Loans in income in accordance with the U.S. Holder's regular method of accounting to the extent such stated interest is "qualified stated interest." Stated interest is generally "qualified stated interest" if it is unconditionally payable in cash or property at least annually at a single fixed rate or, subject to certain conditions, based on one or more interest indices. If any interest payment (or portion thereof) is payable in additional debt instruments of the issuer, such interest payment (or portion thereof) will not be treated as qualified stated interest.

c. Original Issue Discount

A debt instrument generally has OID if its "stated redemption price at maturity" exceeds its "issue price" by more than a de minimis amount (generally 0.25% of the product of the stated redemption price at maturity and the number of complete years to maturity from the issue date).

The amount of OID (if any) on the Second Out Exit Term Loans will be the difference between the "stated redemption price at maturity" (the sum of all payments to be made on the Second Out Exit Term Loans other than "qualified stated interest," including certain amounts payable upon repayment or redemption of the debt instrument) of the Second Out Exit Term Loans and the "issue price" of the Second Out Exit Term Loans, determined as described above.

A U.S. Holder (whether a cash or accrual method taxpayer) generally will be required to include the OID in gross income (as ordinary interest income) as the OID accrues (on a constant yield to maturity

basis), in advance of the Holder's receipt of cash payments attributable to this OID. In general, the amount of OID includible in the gross income of a U.S. Holder will be equal to a ratable amount of OID with respect to the debt instrument for each day in an accrual period during the taxable year or portion of the taxable year on which a U.S. Holder held the debt instrument. An accrual period may be of any length and the accrual periods may vary in length over the term of the debt instrument, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of OID allocable to any accrual period is an amount equal to the excess, if any, of (i) the product of the debt instrument's adjusted issue price at the beginning of such accrual period and its yield to maturity, determined on the basis of a compounding assumption that reflects the length of the accrual period over (ii) the qualified stated interest payments on the debt instruments allocable to the accrual period. The adjusted issue price of a debt instrument at the beginning of any accrual period generally equals the issue price of the debt instrument increased by the amount of all previously accrued OID and decreased by any cash payments previously made on the debt instrument other than payments of qualified stated interest.

Under applicable Treasury Regulations, in order to determine the amount of qualified stated interest and OID in respect of a variable rate debt instrument for which not all interest is qualified stated interest, an "equivalent fixed rate debt instrument" must be constructed. The "equivalent fixed rate debt instrument" is a hypothetical instrument that has terms that are identical to the debt instrument, except that the equivalent fixed rate debt instrument provides for a fixed rate substitute for each qualified floating rate in lieu of each actual rate on the debt instrument. A fixed rate substitute for each qualified floating rate on the debt instrument is the value of such rate as of its issue date.

Once the equivalent fixed rate debt instrument has been constructed pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the equivalent fixed rate debt instrument by applying the general OID rules to the equivalent fixed rate debt instrument and a U.S. Holder of the Second Out Exit Term Loans will account for such OID and qualified stated interest as if the U.S. Holder held the equivalent fixed rate debt instrument. For each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument in the event that such amounts differ from the actual amount of interest accrued or paid on the debt instrument during the accrual period. The stated redemption price at maturity of a debt instrument is the sum of all payments provided by the debt instrument other than payments of qualified stated interest.

d. Sale, Taxable Exchange or other Taxable Disposition

Upon the disposition of the Second Out Exit Term Loans by sale, exchange, retirement, redemption or other taxable disposition, a U.S. Holder will generally recognize gain or loss equal to the difference, if any, between (i) the amount realized on the disposition (other than amounts attributable to accrued but unpaid interest, which will be taxed as ordinary interest income to the extent not previously so taxed) and (ii) the U.S. Holder's adjusted tax basis in the Second Out Exit Term Loans. A U.S. Holder's adjusted tax basis will generally be equal to the holder's initial tax basis in the Second Out Exit Term Loans, increased by any accrued OID previously included in such holder's gross income. A U.S. Holder's gain or loss will generally constitute capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held such Second Out Exit Term Loans for longer than one year. Non-corporate taxpayers are generally subject to a reduced tax rate on net long-term capital gains. The deductibility of capital losses is subject to certain limitations discussed above.

e. Bond Premium

If a U.S. Holder's initial tax basis in the Second Out Exit Term Loans exceeds the stated redemption price at maturity of such debt instrument, such U.S. Holder will be treated as acquiring the Second Out Exit Term Loans with "bond premium" and will not be required to include OID, if any, in income. Such U.S. Holder generally may elect to amortize the premium over the remaining term of the Second Out Exit Term Loans, on a constant yield method as an offset to qualified stated interest when includible in income under such U.S. Holder's regular accounting method. If a U.S. Holder does not elect to amortize the premium, that premium will decrease the gain or increase the loss such U.S. Holder would otherwise recognize on disposition of the Second Out Exit Term Loans. Bond premium elections involve certain procedural requirements and U.S. Holders are urged to consult their tax advisors if they acquire the Second Out Exit Term Loans with bond premium.

11. U.S. Federal Income Tax Consequences to U.S. Holders of Owning and Disposing of New Equity Interests

a. Dividends on New Equity Interests

Any distributions made on account of the New Equity Interests will generally constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized CURO as determined under U.S. federal income tax principles. "Qualified dividend income" received by an individual U.S. Holder is subject to preferential tax rates. To the extent that a U.S. Holder receives distributions that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the U.S. Holder's basis in its shares of the New Equity Interests. Any such distributions in excess of the U.S. Holder's basis in its shares (determined on a share-by-share basis) generally will be treated as capital gain.

Subject to applicable limitations, distributions treated as dividends paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction so long as there are sufficient earnings and profits. However, the dividends-received deduction is only available if certain holding period requirements are satisfied. The length of time that a shareholder has held its stock is reduced for any period during which the shareholder's risk of loss with respect to the stock is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that a corporation incurs indebtedness that is directly attributable to an investment in the stock on which the dividend is paid, all or a portion of the dividends-received deduction may be disallowed.

b. Sale, Redemption, or Repurchase of New Equity Interests

Unless a non-recognition provision applies, U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, or other taxable disposition of the New Equity Interests. Such capital gain will be long-term capital gain if at the time of the sale, exchange, retirement, or other taxable disposition, the U.S. Holder has held the New Equity Interests for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. The deductibility of capital losses is subject to certain limitations as described above. Under the recapture rules of section 108(e)(7) of the IRC, a U.S. Holder may be required to treat gain recognized on the taxable disposition of the New Equity Interests, as applicable, as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Claims or recognized an ordinary loss on the exchange of its Prepetition 1.5L Notes Claims and Prepetition 2L Notes Claims for New Equity Interests.

The treatment of the exchange to the extent a portion of the consideration received is allocable to market discount, which differs from the treatment described above, is discussed above.

D. Certain U.S. Federal Income Tax Consequences of the Plan to Non-U.S. Holders of Allowed Claims

The following discussion includes only certain U.S. federal income tax consequences of the Restructuring Transactions to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex. Each Non-U.S. Holder is urged to consult its own tax advisor regarding the U.S. federal, state, and local and the non-U.S. tax consequences of the consummation of the Plan and the ownership and disposition of the New Equity Interests and Exit Term Loans to such Non-U.S. Holders.

1. Gain Recognition

Any gain realized by a Non-U.S. Holder on the exchange of its Claim under the Plan generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the United States for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, to the extent that any gain is taxable, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to any gain realized on the exchange and in the same manner as a U.S. Holder. To claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Payments of Interest (Including Accrued Interest on Claims)

Subject to the discussion of FATCA and backup withholding below, payments to a Non-U.S. Holder that are attributable to (x) interest on (or OID accruals with respect to) the Second Out Exit Term Loans and (y) amounts received pursuant to the Plan in respect of accrued but untaxed interest generally will not be subject to U.S. federal income tax or withholding, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

(i) the Non-U.S. Holder actually or constructively owns 10% or more of the total combined voting power of all classes of the Debtors' stock (in the case of interest payments received pursuant to the Plan) or Reorganized CURO's stock (in the case of interest payments with respect to the Second Out Exit Term Loans) entitled to vote;

(ii) the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to the Debtors (in the case of interest payments received pursuant to the Plan) or Reorganized CURO's stock (in the case of interest payments with respect to the Second Out Exit Term Loans) (each, within the meaning of the IRC);

(iii) the Non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the IRC; or

(iv) such interest is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

A Non-U.S. Holder described in the first three bullets above generally will be subject to withholding of U.S. federal income tax at a 30% rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on (x) interest on (or OID accruals with respect to) the Second Out Exit Term Loans and (y) amounts received pursuant to the Plan in respect of accrued but untaxed interest.

A Non-U.S. Holder described in the fourth bullet above generally will not be subject to withholding tax if it provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, but will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the interest at a rate of 30% (or at a reduced rate or exemption from tax under an applicable income tax treaty).

3. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of Second Out Exit Term Loans Received Under the Plan

a. Payments on Second Out Exit Term Loans

Payments to a Non-U.S. Holder with respect to the Second Out Exit Term Loans that are treated as interest, including payment attributable to any original issue discount (see discussion above) will generally not be subject to U.S. federal income or withholding tax, provided that (i) such Non-U.S. Holder does not actually or constructively own 10 percent or more of the total combined voting power of all classes of the stock of the Purchaser Entities (and has provided the withholding agent with the required statement to that effect), (ii) the Non-U.S. Holder is not a controlled foreign corporation that is related to Reorganized CURO (directly or indirectly) through stock ownership, and (iii) the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8) establishing that the Non-U.S. Holder is not a U.S. person. A Non-U.S. Holder that does not satisfy the foregoing requirements will generally be exempt from U.S. federal withholding tax with respect to interest paid on the notes if the holder establishes such interest (or original issue discount) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (and if an income tax treaty applies, is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) will generally not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but unpaid interest (or original issue discount) at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty)).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to interest that is not effectively connected income will generally be subject to withholding of U.S. federal income tax at a 30 percent rate (or at a reduced rate or exemption from tax under an applicable income tax treaty) on payments that are attributable to interest, including any OID.

For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, as applicable, or other applicable IRS Form W-8, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

b. Sale, Redemption, or Repurchase of the Second Out Exit Term Loans

Any gain recognized by a Non-U.S. Holder on the sale, exchange or other disposition of the Second Out Exit Term Loans (other than an amount representing accrued but untaxed interest (or original issue discount) on the Second Out Exit Term Loans, which is subject to the rules discussed above under "Payments on Second Out Exit Term Loans") will generally not be subject to U.S. federal income taxation unless (i) the Non-U.S. Holder is an individual who was treated as present in the United States for 183 days or more during the taxable year in which the disposition occurs and certain other conditions are met or (ii) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States).

If the first exception applies, the Non-U.S. Holder will generally be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder will generally be subject to U.S. federal income tax with respect to any gain realized on the exchange in the same manner as a U.S. Holder. To claim an exemption from withholding tax, such Non-U.S. Holder will generally be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation for U.S. federal income tax purposes, it may also be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

4. U.S. Federal Income Tax Consequences to Non-U.S. Holders of Owning and Disposing of New Equity Interests

a. Dividends on New Equity Interests

Any distributions made with respect to New Equity Interests will constitute dividends for U.S. federal income tax purposes to the extent of Reorganized CURO's current or accumulated earnings and profits as determined under U.S. federal income tax principles. To the extent that a Non-U.S. Holder receives distributions that would otherwise constitute dividends for U.S. federal income tax purposes but that exceed such current and accumulated earnings and profits, such distributions will be treated first as a non-taxable return of capital reducing the Non-U.S. Holder's basis in its shares. Any such distributions in excess of a Non-U.S. Holder's basis in its shares (determined on a share-by-share basis) will generally be treated as capital gain from a sale or exchange (and the respective excess distributions as proceeds from a sale or exchange).

Except as described below, dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (or if an income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or lower treaty rate or exemption from tax, if applicable). A Non-U.S. Holder will generally be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E (or successor form) upon which the Non-

U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Equity Interests held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will generally be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

b. Sale, Redemption, or Repurchase of New Equity Interests

A Non-U.S. Holder will generally not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of New Equity Interests unless:

(i) such Non-U.S. Holder is an individual who is treated as present in the United States for 183 days or more in the taxable year of disposition and certain other requirements are met;

(ii) such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or

(iii) such New Equity Interests constitute U.S. real property interests ("USRPIs") by reason of Reorganized CURO's status as a "United States real property holding corporation" ("USRPHC") for U.S. federal income tax purposes at any time within the shorter of the five-year period preceding such disposition or the period in which the Non-U.S. Holder held the New Equity Interests.

If the first exception applies, the Non-U.S. Holder will generally be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition of New Equity Interests.

If the second exception applies, the Non-U.S. Holder will generally be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If the third exception does apply, the Non-U.S. Holder will generally be subject to U.S. federal income tax on any gain recognized on the disposition of all or a portion of its New Equity Interests under the Foreign Investment in Real Property Tax Act ("FIRPTA"). Taxable gain from the disposition of an interest in a USRPHC (generally equal to the difference between the amount realized and such Non-U.S. Holder's adjusted tax basis in such interest) will constitute effectively connected income. Further, the buyer of the New Equity Interests will be required to withhold a tax equal to 15 percent of the amount realized on the sale. The amount of any such withholding would be allowed as a credit against the Non-U.S. Holder's federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the Non-U.S. Holder properly and timely files a tax return with the IRS. In the event the New Equity Interests are regularly traded on an established securities market, the withholding obligation described above would not apply, even if a Non-U.S. Holder is subject to the substantive FIRPTA tax and is required to file a U.S.

federal income tax return. The Debtors do not anticipate, based on its current business plans and operations, that Reorganized CURO will be a USRPHC following the Plan. Because the determination of whether Reorganized CURO is a USRPHC depends, however, on the fair market value of its USRPIs relative to the fair market value of its non-U.S. real property interests and its other business assets, there can be no assurance Reorganized CURO will not become a USRPHC in the future.

5. FATCA

Under legislation commonly referred to as the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30 percent on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income, and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends. FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

Withholding with respect to the gross proceeds of a disposition of any stock, debt instrument, or other property that can produce U.S.-source dividends or interest has been eliminated under proposed Treasury Regulations, which can be relied on until final regulations become effective.

Each Non-U.S. Holder should consult its own tax advisor regarding the possible impact of FATCA withholding rules on such Non-U.S. Holder.

E. Information Reporting and Back-Up Withholding

The Debtors and applicable withholding agents will withhold all amounts required by law to be withheld from payments of interest and dividends, whether in connection with distributions under the Plan or in connection with payments made on account of consideration received pursuant to the Plan, and will comply with all applicable information reporting requirements. The IRS may make the information returns reporting such interest and dividends and withholding available to the tax authorities in the country in which a Non-U.S. Holder is resident. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. Additionally, under the backup withholding rules, a Holder may be subject to backup withholding (currently at a rate of 24 percent) with respect to distributions or payments made pursuant to the Plan unless that Holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates that fact; or (b) timely provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding (generally in the form of a properly executed IRS Form W-9 for a U.S. Holder, and, for a Non-U.S. Holder, in the form of a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption)). Backup withholding is not an additional tax but is, instead, an advance payment that may be refunded to the extent it results in an overpayment of tax; provided that the required information is timely provided to the IRS.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders subject to the Plan are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

XIII. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders of Claims and Interests entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

Dated: March 28, 2024

CURO GROUP HOLDINGS CORP.
on behalf of itself and all other Debtors

By: *_/s/ Douglas D. Clark_*

Douglas D. Clark
Chief Executive Officer

Exhibit A

Plan of Reorganization

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Joint Administration Requested)

JOINT PREPACKAGED PLAN OF REORGANIZATION OF
CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Dated March 28, 2024

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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INTRODUCTION

The Debtors propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*Ad Hoc Group*" means that certain ad hoc group of Prepetition 1L Lenders, Prepetition 1.5L Noteholders, and Prepetition 2L Noteholders represented by the Ad Hoc Group Advisors.

2. "*Ad Hoc Group Advisors*" means (i) Wachtell, Lipton, Rosen & Katz, as counsel, (ii) Houlihan Lokey Capital, Inc., as financial advisor, (iii) Vinson & Elkins LLP, as local counsel, and (iv) Ernst & Young LLP, as consultant.

3. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Estates under Bankruptcy Code sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date until and including the Effective Date; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the DIP Orders); and (e) the Restructuring Expenses.

4. "*Affiliate*" has the meaning set forth in Bankruptcy Code section 101(2).

5. "*Agents/Trustees*" means, collectively, the DIP Agent, the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee, including any successors thereto.

6. "*Allowed*" means, as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law; *provided*, *however* that the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

7. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

8. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

9. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

10. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

11. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario.

12. "*Canadian Debtors*" means Curo Canada Corp. and LendDirect Corp.

13. "*Canadian Recognition Proceeding*" means the proceedings commenced under Part IV of the *Companies' Creditors Arrangement Act* (Canada) in the Canadian Court recognizing in Canada the Chapter 11 Cases of the Canadian Debtors.

14. "*Canadian Recognition Order*" means the order of the Canadian Court, which shall, among other things, recognize and declare the Chapter 11 Cases of the Canadian Debtors as foreign main proceedings.

15. "*Cash*" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

16. "*Cash Collateral*" has the meaning set forth in Bankruptcy Code section 363(a).

17. "*Cause of Action*" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to Bankruptcy Code section 362 or chapter 5, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in Bankruptcy Code section 558, and (e) any state law fraudulent transfer claim.

18. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

19. "*Claim*" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

20. "*Claims and Noticing Agent*" means Epiq Corporate Restructuring, LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

21. "*Claims Register*" means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

22. "*Class*" means a class of Claims or Interests as set forth in Article III hereof pursuant to Bankruptcy Code section 1122(a).

23. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

24. "*Combined Hearing*" means the hearing conducted by the Bankruptcy Court to consider final approval of the Disclosure Statement and confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

25. "*Combined Order*" means the order or orders of the Bankruptcy Court approving the Disclosure Statement on a final basis and confirming this Plan pursuant to Bankruptcy Code section 1129, which order or orders shall be in form and substance consistent with the consent rights set forth in the RSA.

26. "*Company Parties*" means CURO and each of its direct and indirect subsidiaries that are or become parties to the RSA, solely in their capacity as such.

27. "*Confirmation*" means the Bankruptcy Court's entry of the Combined Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A hereof having been (a) satisfied or (b) waived pursuant to Article IX.C hereof.

28. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Combined Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

29. "*Consenting 1L Lenders*" means the Holders of the Prepetition 1L Term Loan Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

30. "*Consenting 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

31. "*Consenting 2L Noteholders*" means the Holders of the Prepetition 2L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

32. "*Consenting Stakeholders*" means, collectively, the Consenting 1L Lenders, Consenting 1.5L Noteholders, and Consenting 2L Noteholders.

33. "*Consummation*" means the occurrence of the Effective Date.

34. "*Credit Agreement*" means that certain First Lien Credit Agreement, dated as of May 15, 2023 (as may be amended, supplemented, amended and restated, or otherwise modified from time to time), by and among CURO, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and the Prepetition 1L Agent.

35. "*Cure*" means a monetary Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code section 365, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

36. "*CURO*" means CURO Group Holdings Corp., a Delaware corporation.

37. "*CURO SPV*" means CURO SPV, LLC, a Delaware limited liability company and a non-Debtor subsidiary of CURO.

38. "*CURO SPV Term Loan Claims*" means any and all Claims derived from, arising under, based upon or related to the CURO SPV Term Loans.

39. "*CURO SPV Term Loans*" means the term loans made pursuant to the Prepetition 1L Term Loan Facility held by CURO SPV.

40. "*CVR Agent*" means the agent to be specified in and to be party to the CVR Agreement.

41. "*CVR Agreement*" means an agreement setting forth the full terms and conditions of the CVRs, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

42. "*CVR Distribution Framework*" means the procedures set forth in Article IV.L of the Plan (and as may be supplemented in the Plan Supplement) to be utilized by the Reorganized Debtors to distribute the CVRs pursuant to the Plan in a manner to ensure compliance with the Exchange Act, solely to the extent that the Exchange Act is applicable.

43. "*CVR Distribution Conditions*" means the conditions set forth in the CVR Distribution Framework that are required to be satisfied by an individual recipient prior to such recipient becoming eligible to receive CVRs.

44. "*CVR and Warrant Term Sheet*" means the CVR and Warrant Term Sheet attached as Exhibit E to the RSA.

45. "*CVRs*" means certain contingent value rights issued pursuant to the Plan and the CVR Agreement and consistent with the CVR and Warrant Term Sheet.

46. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers, and officers of the Debtors and for certain of the future directors, managers and officers of the Company Parties for a six-year period after the Effective Date for covered liabilities, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring before the Effective Date) for directors', managers' and officers' liability maintained by the Debtors on or before the Effective Date.

47. "*Debtor Release*" means the release set forth in Article VIII.C of this Plan.

48. "*Debtors*" means, collectively, each of the following: CURO Group Holdings Corp.; Curo Financial Technologies Corp.; Curo Intermediate Holdings Corp.; Curo Management, LLC; Curo Collateral Sub, LLC; CURO Ventures, LLC; CURO Credit, LLC; Ennoble Finance, LLC; Ad Astra Recovery Services, Inc.; Attain Finance, LLC; First Heritage Credit, LLC; First Heritage Credit of Alabama, LLC; First Heritage Credit of Louisiana, LLC; First Heritage Credit of Mississippi, LLC; First Heritage Credit of South Carolina, LLC; First Heritage Credit of Tennessee, LLC; SouthernCo, Inc.; Heights Finance Holding Co.; Southern Finance of South Carolina, Inc.; Southern Finance of Tennessee, Inc.; Covington Credit of Alabama, Inc.; Quick Credit Corporation; Covington Credit, Inc.; Covington Credit of Georgia, Inc.; Covington Credit of Texas; Heights Finance Corporation (IL); Heights Finance Corporation (TN); LendDirect Corp.; and CURO Canada Corp. upon their filing of voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

49. "*Definitive Documents*" means, collectively, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the Governance Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Facility Documents; (f) the Exit Facility Documents; (g) the Plan (and all exhibits thereto); (h) the Combined Order; (i) the Canadian Recognition Order; (j) all material pleadings filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) all regulatory filings and notices necessary to implement the Restructuring Transactions; (m) the CVR Agreement and documents related thereto; (n) the Securitization Facilities Amendments; (o) the RSA; (p) the New Warrant Agreement and documents related thereto; (q) the Private Placement Notes Amendment; and (r) such other material agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the RSA or the Plan.

50. "*Description of Transaction Steps*" means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement.

51. "*DIP Agent*" means Alter Domus (US) LLC in its capacity as administrative agent and collateral agent under the DIP Facility.

52. "*DIP Backstop Commitment Party*" means a member of the Ad Hoc Group that has agreed to backstop the DIP Facility on the terms and conditions set forth in the RSA.

53. "*DIP Backstop Commitments*" has the meaning set forth in the RSA.

54. "*DIP Backstop Commitment Fee*" means a backstop fee equal to 5.0% of the full principal commitment of the DIP Facility payable in New Equity Interests at a 25% discount of the Plan Equity Value, and payable ratably to each DIP Backstop Commitment Party.

55. "*DIP Commitment Shares*" means the New Equity Interests issued to the DIP Backstop Commitment Parties and DIP Lenders on account of the DIP Backstop Commitment Fee and/or the DIP Exit Fee.

56. "*DIP Facility*" means a priming secured and superpriority debtor-in-possession credit facility to be provided by the DIP Lenders on terms consistent with the DIP Term Sheet and consisting of commitments to provide up to $70,000,000 in new money DIP Term Loans.

57. "*DIP Claim*" means any Claim held by the DIP Lenders or the DIP Agent arising under, derived from, secured by, based on, or relating to the DIP Facility, the DIP Orders, the DIP Facility Documents, or any other agreement, instrument, or document executed at any time in connection with the DIP Facility and any guaranty thereof, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees due under the DIP Facility Documents. All DIP Claims shall be deemed Allowed to the extent provided for in the DIP Orders.

58. "*DIP Exit Fee*" means an exit fee equal to 10.0% of the full principal commitment of the DIP Facility, payable as follows: (a) 5.0% paid in kind as additional Exit Term Loans and (b) 5.0% payable in New Equity Interests at a 25% discount of the Plan Equity Value, payable ratably to each DIP Lender based on such DIP Lender's DIP Claims immediately prior to satisfaction in full thereof.

59. "*DIP Equity Fees*" means the DIP Backstop Commitment Fee and the portion of the DIP Exit Fee payable in New Equity Interests.

60. "*DIP Facility Documents*" means any documents governing the DIP Facility that are entered into in accordance with DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

61. "*DIP Lenders*" means the lenders providing the DIP Term Loans.

62. "*DIP Orders*" means, collectively, the Interim DIP Order and the Final DIP Order and any other Bankruptcy Court order approving entry into the DIP Facility Documents.

63. "*DIP Term Loans*" means the new money loans extended by the DIP Lenders pursuant to the DIP Facility.

64. "*DIP Term Sheet*" means the DIP Facility term sheet attached as Exhibit C to the RSA.

65. "*Disbursing Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select, in consultation with the Ad Hoc Group, to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and the Agents/Trustees.

66. "*Disclosure Statement*" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, in each case as amended, supplemented, or otherwise modified from time to time in accordance with the terms of the RSA, and that is prepared and distributed in accordance with Bankruptcy Code sections 1125, 1126(b), and 1145, Bankruptcy Rule 3018, and other applicable law.

67. "*Disputed*" means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

68. "*DTC*" means The Depository Trust Company.

69. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Combined Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

70. "*Employment Obligations*" means any existing obligations to employees to be assumed, reinstated, or honored, as applicable, in accordance with Article IV.O of the Plan.

71. "*Entity*" means any entity, as defined in Bankruptcy Code section 101(15).

72. "*Equity Security*" means any equity security, as defined in Bankruptcy Code section 101(16), in a Debtor.

73. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to Bankruptcy Code section 541.

74. "*Exchange Act*" means the Securities Exchange Act of 1934, as amended, 15 U.S.C. § 78a, et seq., or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

75. "*Exculpated Parties*" means, collectively, and in each case in its capacity as such: (a) the Debtors and (b) the directors, officers, or managers of any Debtor.

76. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption, and assignment, or rejection under Bankruptcy Code sections 365 or 1123, including any modification, amendments, addenda, or supplements thereto or restatements thereof.

77. "*Existing CURO Interests*" means the Interests in CURO immediately prior to the consummation of the transactions contemplated in this Plan.

78. "*Exit Facility*" means the term loan facility comprised of the Exit Term Loans to be incurred by the Reorganized Debtors and applicable guarantors on the Effective Date pursuant to the Exit Facility Credit Agreement.

79. "*Exit Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit Facility Credit Agreement.

80. "*Exit Facility Credit Agreement*" means the credit agreement with respect to the Exit Facility, as may be amended, supplemented, or otherwise modified from to time.

81. "*Exit Facility Documents*" means, collectively, the Exit Facility Credit Agreement and any other agreements or documents memorializing the Exit Facility, as may be amended, restated, supplemented, or otherwise modified from time to time.

82. "*Exit Term Loans*" means the term loans provided under the Exit Facility on the terms and conditions set forth in the Exit Facility Credit Agreement, which shall include the First Out Exit Term Loans and the Second Out Exit Term Loans.

83. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

84. "*File*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

85. "*Final DIP Order*" means one or more Final Orders approving the DIP Facility and the DIP Facility Documents, and authorizing the Debtors' use of Cash Collateral.

86. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, leave to appeal, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, leave to appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or leave to appeal or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or Bankruptcy Code sections 502(j) or 1144 has been or may be filed with respect to such order or judgment.

87. "*Final Securitization Order*" means one or more Final Orders approving the Securitization Facilities and the Securitization Facilities Amendments.

88. "*First Out Exit Term Loans*" means the first priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement.

89. "*General Unsecured Claim*" means any Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a DIP Claim, (d) an Other Secured Claim, (e) an Other Priority Claim, (f) a Prepetition 1L Term Loan Claim, (g) a Prepetition 1.5L Notes Claim, (h) a Prepetition 2L Notes Claim, (i) an Intercompany Claim, (j) a Section 510(b) Claim, (k) a Securitization Facilities Claim, or (l) a Postpetition Securitization Facilities Claim. For the avoidance of doubt, the Private Placement Notes Guarantee Claims shall be General Unsecured Claims.

90. "*Governance Documents*" means, as applicable, the organizational and governance documents for the Reorganized Debtors, which will give effect to the Restructuring Transactions, including, without limitation, New Stockholders' Agreement, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements, shareholder agreements (or equivalent governing documents), and the identities of proposed members of the board of directors of Reorganized CURO which documents shall be consistent with the Governance Term Sheet.

91. "*Governance Term Sheet*" means the governance term sheet attached as Exhibit F to the RSA.

92. "*Governing Body*" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

93. "*Governmental Unit*" means any governmental unit, as defined in Bankruptcy Code section 101(27).

94. "*Holder*" means an Entity or a Person that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

95. "*Impaired*" means "impaired" within the meaning of Bankruptcy Code section 1124.

96. "*Indemnification Obligation*" means each of the Debtors' indemnification provisions currently in place, whether in the Debtors' bylaws, certificates of incorporation or other formation or governing documents, board resolutions, management or indemnification agreements, employment or service contracts, or otherwise for the benefit of the current, former, or future directors of the Debtors or the Reorganized Debtors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

97. "*Indemnified Parties*" means, each of the Debtors' respective current or former directors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

98. "*Information Officer*" means FTI Consulting Canada Inc. in its capacity as the Canadian Court appointed information officer in the Canadian Recognition Proceeding.

99. "*Intercompany Claim*" means any Claim against a Debtor or a non-Debtor subsidiary of CURO held by a Debtor or a non-Debtor subsidiary of CURO. For the avoidance of doubt, the CURO SPV Term Loan Claims shall not be Intercompany Claims.

100. "*Intercompany Interest*" means an Interest in a Debtor or non-Debtor subsidiary of CURO held by a Debtor.

101. "*Interest*" means, collectively, (a) any Equity Security and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable, or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

102. "*Interim DIP Order*" means one or more orders entered on an interim basis approving the DIP Facility and the DIP Facility Documents and authorizing the Debtors' use of Cash Collateral.

103. "*Interim Securitization Order*" means one or more orders entered on an interim basis approving the Securitization Facilities and the Securitization Facilities Amendments.

104. "*Joinder Agreement*" has the meaning set forth in the RSA.

105. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

106. "*Lien*" means a lien as defined in Bankruptcy Code section 101(37).

107. "*List of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, which shall be included in the Plan Supplement.

108. "*Management Incentive Plan*" means a management incentive plan reserving up to 10.00% of New Equity Interests on a fully-diluted basis as of the Effective Date.

109. "*New Board*" means the board of directors or similar governing body of Reorganized CURO which shall be selected in accordance with the Governance Term Sheet.

110. "*New Equity Interests*" means equity or membership interests in Reorganized CURO on and after the Effective Date in accordance with the Plan.

111. "*New Stockholders' Agreement*" means that certain stockholders' agreement that will govern certain matters related to the governance of the Reorganized Debtors and which shall be consistent with the Governance Term Sheet; *provided, however*, that to the extent the Reorganized CURO is converted to a limited liability company upon emergence, the references to the New Stockholders' Agreement throughout the Plan shall instead refer to a new LLC operating agreement.

112. "*New Warrant Agreement*" means an agreement setting forth the full terms and conditions of the Warrants, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

113. "*New Warrants*" means warrants to acquire 15% of the New Equity Interests, subject to dilution by the Management Incentive Plan, and otherwise consistent with the CVR and Warrant Term Sheet and the RSA.

114. "*NYSE*" means the New York Stock Exchange.

115. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

116. "*Other Secured Claim*" means any Secured Claim against the Debtors other than the DIP Claims, Priority Tax Claims, Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, the Securitization Facilities Claims or the Postpetition Securitization Facilities Claims.

117. "*Person*" has the meaning set forth in Bankruptcy Code section 101(41).

118. "*Petition Date*" means the date on which the Debtors commenced the Chapter 11 Cases.

119. "*Plan"* means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits, supplements, appendices, and schedules hereto and thereto.

120. "*Plan Distribution*" means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

121. "*Plan Equity Value*" means the deemed per share value of the New Equity Interests.

122. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, instruments schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors before the Combined Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the principal Governance Documents; (b) the identity of the members of the New Board; (c) the Exit Facility Documents; (d) the Description of Transaction Steps (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date, subject to the consent of the Required Consenting Stakeholders); (e) the Rejected Executory Contract and Unexpired Lease List, if any; (f) the List of Retained Causes of Action; (g) the CVR Agreement; and (h) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

123. "*Postpetition Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising after the Petition Date and prior to the Effective Date. All Postpetition Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

124. "*Prepetition 1L Agent*" means Alter Domus (US) LLC, or any successor thereto, in its capacity as administrative agent and collateral agent under the Credit Agreement.

125. "*Prepetition 1L Lenders*" means the lenders under the Prepetition 1L Term Loan Facility.

126. "*Prepetition 1L Term Loan Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Credit Agreement, the "Loan Documents" referred to therein, and/or the Prepetition 1L Term Loan Facility. For the avoidance of doubt, the CURO SPV Term Loan Claims shall be Prepetition 1L Term Loan Claims.

127. "*Prepetition 1L Term Loan Facility*" means the term loan under the Credit Agreement in an aggregate principal amount outstanding as of immediately prior to the Petition Date of approximately $177,667,450.47.

128. "*Prepetition 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes.

129. "*Prepetition 1.5L Notes*" means the 7.500% Senior 1.5 Lien Secured Notes due 2028 issued by CURO pursuant to the Prepetition 1.5L Notes Indenture.

130. "*Prepetition 1.5L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 1.5L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 1.5L Notes.

131. "*Prepetition 1.5L Notes Indenture*" means that certain Indenture, dated as of May 15, 2023, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 1.5L Notes Trustee, including all amendments, modifications, and supplements thereto.

132. "*Prepetition 1.5L Notes Trustee*" means U.S. Bank Trust Company, National Association, or any successor thereto, as trustee and collateral agent under the Prepetition 1.5L Notes Indenture.

133. "*Prepetition 2L Noteholders*" means the Holders of the Prepetition 2L Notes.

134. "*Prepetition 2L Notes*" means the 7.500% Senior Secured Notes due 2028 issued by CURO pursuant to the Prepetition 2L Notes Indenture.

135. "*Prepetition 2L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 2L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 2L Notes.

136. "*Prepetition 2L Notes Distribution*" means (i) New Equity Interests equal to 10.1% of the outstanding New Equity Interests as of and after giving effect to the Effective Date, subject to dilution by the New Warrants and the Management Incentive Plan, and (ii) the New Warrants.

137. "*Prepetition 2L Notes Indenture*" means that certain Indenture, dated as of July 30, 2021, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 2L Notes Trustee, including all amendments, modifications, and supplements thereto.

138. "*Prepetition 2L Notes Trustee*" means Argent Institutional Trust Company (f/k/a TMI Trust Company), or any successor thereto, as trustee and collateral agent under the Prepetition 2L Notes Indenture.

139. "*Private Placement Notes*" means the private placement notes issued by CURO SPV, secured by a Lien on the CURO SPV Term Loans and guaranteed by CURO.

140. "*Private Placement Notes Amendment*" means an amendment to the Private Placement Notes, which amendment shall waive any defaults and events of default arising under the Private Placement Notes, make appropriate modifications to the terms of the Private Placement Notes to account for the making of the Second Out Exit Term Loans in satisfaction of the Prepetition 1L Term Loan Claims and otherwise on terms satisfactory to CURO and the Ad Hoc Group.

141. "*Private Placement Notes Guarantee Claims*" means any and all Claims derived from, arising under, based upon, or related to CURO's guarantee of the Private Placement Notes.

142. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

143. "*Pro Rata*" means, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

144. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Bankruptcy Court order in accordance with Bankruptcy Code sections 327, 363, or 1103 and to be compensated for services rendered prior to or on the Effective Date, pursuant to Bankruptcy Code sections 327, 328, 329, 330, 331, and 363; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

145. "*Professional Fee Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses of Professionals estimate they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

146. "*Professional Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under Bankruptcy Code sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5).

147. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

148. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

149. "*Reinstate*" means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with Bankruptcy Code section 1124. "Reinstated" and "Reinstatement" shall have correlative meanings.

150. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list, as may be amended from time to time, with the consent of the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, shall be included in the Plan Supplement.

151. "*Related Party*" means with respect to a Person, each of such Person's, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

152. "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Consenting Stakeholder; (d) each Agent/Trustee; (e) each DIP Backstop Party and each DIP Lender; (f) the Information Officer; (g) the Securitization Facilities Parties; (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

153. "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each Company Party; (d) each DIP Backstop Party and each DIP Lender; (e) each Agent/Trustee; (f) the Securitization Facilities Parties; (g) each Consenting Stakeholder; (h) all Holders of Claims or Interests that vote to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (i) all Holders of Claims that are deemed to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by

checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (k) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (l) with respect to each of the Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

154. "*Reorganized CURO*" means either (i) CURO, as reorganized pursuant to and under the Plan or any successor thereto (or as converted from a corporation to another form of entity, as agreed upon between the Debtors and the Ad Hoc Group), or (ii) a newly-formed Entity formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Company Parties and, on the Effective Date, issue the New Equity Interests (and in each case including any other newly-formed Entity formed to, among other things, effectuate the Restructuring Transactions and issue the New Equity Interests); *provided*, that such determination shall be consistent with the consent rights contained in Section 3.02 of the RSA.

155. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date.

156. "*Required Consenting 1.5L Noteholders*" means, as of the relevant date, Consenting 1.5L Noteholders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1.5L Notes that are held by Consenting 1.5L Noteholders as of the Effective Date.

157. "*Required Consenting First Lien Lenders*" means, as of the relevant date, Consenting 1L Lenders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1L Term Loan Claims that are held by Consenting 1L Lenders as of the Effective Date.

158. "*Required Consenting Stakeholders*" means the Required Consenting First Lien Lenders and the Required Consenting 1.5L Noteholders.

159. "*Restructuring Expenses*" means the reasonable and documented fees and expenses of (i) the Ad Hoc Group Advisors accrued since the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors, and (ii) the advisors to the Securitization Facilities Parties.

160. "*Restructuring Transactions*" means the transactions described in Article IV.B of the Plan.

161. "*RSA*" means that certain Restructuring Support Agreement, entered into as of March 22, 2024, by and among the Debtors and the other parties thereto, including all exhibits thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms, attached to the Disclosure Statement as Exhibit B.

162. "*SEC*" means the United States Securities and Exchange Commission.

163. "*Second Out Exit Term Loans*" means second priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement in an aggregate principal amount equal to the Allowed amount of the Prepetition 1L Term Loan Claims (including the "Prepayment Premium" contemplated by the Prepetition 1L Term Loan Facility and interest accrued after the Petition Date, but excluding the Restructuring Expenses) on the Effective Date.

164. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of

such a Security made to the Debtors prior to the Petition Date; (c) for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a Claim; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under Bankruptcy Code section 510(b) arising from or related to an Interest; and (d) any other claim determined to be subordinated under Bankruptcy Code section 510(b).

165. "*Secured Claim*" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with Bankruptcy Code section 506(a) or (b) subject to a valid right of setoff pursuant to Bankruptcy Code section 553.

166. "*Securities Act*" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

167. "*Securitization Facilities*" means existing loan receivables securitization programs of the Debtors' non-Debtor Affiliates (i) First Heritage Financing I, LLC, a Delaware limited liability company, (ii) Heights Financing I, LLC, a Delaware limited liability company, (iii) Heights Financing II, LLC, a Delaware limited liability company, (iv) Curo Canada Receivables Limited Partnership, an Ontario limited partnership, or (v) Curo Canada Receivables II Limited Partnership, an Ontario limited partnership.

168. "*Securitization Facilities Agents*" means, collectively, (i) Atlas Securitized Products Holdings, L.P., as successor to Credit Suisse AG, New York Branch, as structuring and syndication agent and administrative agent under the Heights I Credit Agreement and First Heritage Credit Agreement (each as defined in the Securitization Orders), (ii) Midtown Madison Management, LLC, as structuring and syndication agent and administrative agent under the Heights II Credit Agreement and Canada II Credit Agreement (each as defined in the Securitization Orders), and (iii) Waterfall Asset Management, LLC, as administrative agent under the Canada I Credit Agreement (as defined in the Securitization Orders).

169. "*Securitization Facilities Amendments*" means all amendments, restatements, supplements, instruments and agreements related to the Securitization Facilities Documents entered into to permit the Securitization Facilities to continue during the Chapter 11 Cases and following the Effective Date.

170. "*Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising prior to the Petition Date. All Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

171. "*Securitization Facilities Documents*" means any documents governing the Securitization Facilities and any amendments, modifications, and supplements thereto entered into prior to the date hereof, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing entered into prior to the date hereof) related to or executed in connection therewith, other than the Securitization Facilities Amendments.

172. "*Securitization Facilities Lenders*" means, collectively, (i) Atlas Securitized Products Funding 1, L.P., (ii) ACM AIF Evergreen P2 DAC SubCo LP, (iii) Atalaya A4 Pool 1 LP, (iv) Atalaya A4 Pool 1 (Cayman) LP, (v) ACM Alamosa I LP, (vi) ACM Alamosa I-A LP, (vii) ACM A4 P2 DAC SubCo LP, (viii) ACM AIF Evergreen P3 DAC SubCo LP, (ix) Atalaya Asset Income Fund Parallel 345 LP, (x) ACM AIF Evergreen P2 DAC SubCo LP, (xi) ACM AIF Co-Investment DAC SubCo LP, (xii) ACM A4 P2 DAC SubCo LP, (xiii) AIF Evergreen P3 DAC SubCo LP, (xiv) ACM Alamosa I LP, (xv) ACM A4 P3 DAC SubCo LP, (xvi) WF MARLIE 2018-1, LTD, and (xvii) Atalaya Hybrid Income Fund Evergreen Pool 1 LP, each in their capacity as a lender under one or more of the Securitization Facilities.

173. "*Securitization Facilities Parties*" means, collectively, the Securitization Facilities Agents and the Securitization Facilities Lenders.

174. "*Securitization Orders*" means, collectively, the Interim Securitization Order and the Final Securitization Order and any other Bankruptcy Court order approving the Debtors' continued utilization of the Securitization Facilities.

175. "*Security*" means any security, as defined in section 2(a)(1) of the Securities Act.

176. "*Third-Party Release*" means the release set forth in Article VIII.D of this Plan.

177. "*Transfer Agreement*" has the meaning set forth in the RSA.

178. "*Trustee Fees*" means outstanding reasonable and documented fees and expenses of the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee.

179. "*Unexpired Lease*" means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under Bankruptcy Code section 365.

180. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code section 1124.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (2) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Combined Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) unless otherwise specified, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (10) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (11) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (12) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (13) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (14) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (15) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (16) unless otherwise specified, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors or the Reorganized Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Combined Order). In the event of an inconsistency between the Combined Order and the Plan, the Combined Order shall control.

H. Consent Rights.

Notwithstanding anything herein to the contrary, any and all consent rights of the parties to the RSA set forth in the RSA and the Securitization Facilities Amendments, to the extent applicable, with respect to the form and substance of this Plan, any Definitive Document, the exhibits to the Plan, and the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and be fully enforceable as if stated in full herein until such time as the RSA or the applicable Securitization Facilities Amendment, as applicable, is terminated in accordance with its terms. Failure to reference in this Plan the rights referred to in the immediately preceding sentence as such rights relate to any document referenced in the RSA or the Securitization Facilities Amendments, if applicable, shall not impair such rights and obligations. In case of a conflict between the consent rights of the parties to the RSA that are set forth in the RSA or the parties to the Securitization Facilities Amendments, if applicable, with those parties' consent rights that are set forth in the Plan or the Plan Supplement, the consent rights in the RSA or the Securitization Facilities Amendments, if applicable, shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Fee Claims), DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. *DIP Claims*.

On the Effective Date, in full and final satisfaction of the Allowed DIP Claims, (i) the principal amount of and accrued but unpaid interest on the DIP Term Loans shall be on a dollar-for-dollar basis automatically converted into First Out Exit Term Loans, (ii) each Holder of DIP Claims shall receive its Pro Rata portion of the DIP Exit Fee, and (iii) each DIP Backstop Commitment Party shall receive its Pro Rata portion of the DIP Backstop Commitment Fee.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of professionals incurred in connection with the Canadian Recognition Proceeding shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court.

2. Professional Fee Escrow Account.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount, which shall be funded by the Reorganized Debtors. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered

property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than three (3) Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331, 363, and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C).

E. Payment of Restructuring Expenses.

The Restructuring Expenses and Trustee Fees incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA and the Securitization Orders, as applicable, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses and Trustee Fees to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however,* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses or Trustee Fees. On the Effective Date, invoices for all Restructuring Expenses and Trustee Fees incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses and Trustee Fees related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

F. Postpetition Securitization Facilities Claims.

All Postpetition Securitization Facilities Claims shall be at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either (i) Reinstated as of the Effective

Date, in accordance with the terms of the Securitization Facilities Amendments, or (ii) paid in full in Cash on the Effective Date.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with Bankruptcy Code sections 1122 and 1123(a)(1). A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition 1L Term Loan Claims	Impaired	Entitled to Vote
Class 4	Prepetition 1.5L Notes Claims	Impaired	Entitled to Vote
Class 5	Prepetition 2L Notes Claims	Impaired	Entitled to Vote
Class 6	Securitization Facilities Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 8	Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Intercompany Interests	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 11	Existing CURO Interests	Impaired	Entitled to Vote

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan, subject to the minimum distribution amount conditions set forth in Article VI.D.2 hereof, the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of any Other Secured Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either:

(i) payment in full in Cash of its Allowed Other Secured Claim;

(ii) the collateral securing its Allowed Other Secured Claim;

(iii) Reinstatement of its Allowed Other Secured Claim; or

(iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of any Other Priority Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9).

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition 1L Term Loan Claims

(a) *Classification*: Class 3 consists of any Prepetition 1L Term Loan Claims against any Debtor.

(b) *Allowance*: The Prepetition 1L Term Loan Claims shall be deemed Allowed in the aggregate principal amount of at least $177,667,450.47, plus accrued and unpaid interest (including default interest) on such principal amount through the Effective Date, and any fees (including the "Prepayment Premium" referred to in the Credit Agreement), expenses, and indemnification or other obligations of any kind arising under or in connection with the Credit Agreement.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 1L Term Loan Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata portion of the Second Out Exit Term Loans.

(d) *Voting*: Class 3 is Impaired under the Plan and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – Prepetition 1.5L Notes Claims

(a) *Classification*: Class 4 consists of any Prepetition 1.5L Notes Claims against any Debtor.

(b) *Allowance*: The Prepetition 1.5L Claims shall be deemed Allowed in the aggregate principal amount of at least $682,298,000.00, plus accrued and unpaid interest on such principal amount through the Effective Date, and any fees, expenses, and indemnification or other obligations of any kind arising under or in connection with the Prepetition 1.5L Notes Indenture.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 1.5L Claim shall receive its Pro Rata share of, (a) 100% of the New Equity Interests, less (b) the Prepetition 2L Notes Distribution and the DIP Equity Fees, subject to dilution by the New Warrants and the Management Incentive Plan.

(d) *Voting*: Class 4 is Impaired under the Plan and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 – Prepetition 2L Notes Claims

(a) *Classification*: Class 5 consists of any Prepetition 2L Notes Claims against any Debtor.

(b) *Allowance*: The Prepetition 2L Claims shall be deemed Allowed in the aggregate principal amount of at least $317,702,000.00, plus accrued and unpaid interest on such principal amount through the Effective Date, and any fees, expenses, and indemnification or other obligations of any kind arising under or in connection with the Prepetition 2L Notes Indenture.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 2L Claim shall receive its Pro Rata share of the Prepetition 2L Notes Distribution.

(d) *Voting*: Class 5 is Impaired under the Plan and Holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

6. Class 6 – Securitization Facilities Claims

(a) *Classification*: Class 6 consists of any Securitization Facilities Claims against any Debtor.

(b) *Treatment*: The Securitization Facilities Claims shall be, at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either: (i) Reinstated as of the Effective Date, in accordance with the terms of the Securitization Facilities Amendments, (ii) paid in full in Cash on the Effective Date, or (iii) receive such other treatment as agreed with each holder of the Securitization Facilities Claim.

(c) *Voting*: Class 6 is Unimpaired under the Plan. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 – General Unsecured Claims

(a) *Classification*: Class 7 consists of General Unsecured Claims.

(b) *Treatment*: Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either:

(i) Reinstatement of such Allowed General Unsecured Claim pursuant to Bankruptcy Code section 1124; or

(ii) payment in full in Cash on (A) the Effective Date or (B) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.

(c) *Voting:* Class 7 is Unimpaired under the Plan. Holders of Allowed Claims in Class 7 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Claims

(a) *Classification:* Class 8 consists of all Intercompany Claims.

(b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor, after consultation with the Required Consenting Stakeholders, either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case, in accordance with the Description of Transaction Steps; *provided however* that all Intercompany Claims owing to any of the Canadian Debtors or any Canadian non-Debtor Affiliates shall be Reinstated and paid in the ordinary course.

(c) *Voting:* Holders of Class 8 Claims are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) or rejected the Plan pursuant to Bankruptcy Code section 1126(g). Holders of Class 8 Claims are not entitled to vote to accept or reject the Plan.

9. Class 9 – Section 510(b) Claims

(a) *Classification*: Class 9 consists of all Section 510(b) Claims.

(b) *Treatment*: On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(c) *Voting*: Class 9 is Impaired under the Plan. Holders of Allowed Claims in Class 9 are conclusively deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 10 – Intercompany Interests

(a) *Classification:* Class 10 consists of all Intercompany Interests.

(b) *Treatment:* On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor, after consultation with the Required Consenting Stakeholders, be either (i) Reinstated or (ii) set off, settled, addressed, distributed, contributed, merged, canceled,

or released, in each case, in accordance with the Description of Transaction Steps; *provided, however,* that notwithstanding anything herein to the contrary, the Intercompany Interests in the SPVs (as defined in the Disclosure Statement) shall vest in the Reorganized Debtors free and clear of all Liens, charges, Claims (other than Securitization Facilities Claims or Claims arising under the Securitization Facilities Amendments) or other encumbrances on the Effective Date.

(c) *Voting*: Class 10 is Unimpaired if the Class 10 Interests are Reinstated or Impaired if the Class 10 Interests are cancelled. Holders of Class 10 Interests are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) or rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 11 – Existing CURO Interests

(a) *Classification*: Class 11 consists of all Existing CURO Interests.

(b) *Treatment*: On the Effective Date, Holders of Existing CURO Interests shall receive, in full and final satisfaction of such Interests, their Pro Rata share of CVRs as further described in Article IV.L of the Plan, provided, that, if the CVR Distribution Framework is applicable, then, in the event that a Potential CVR Recipient would be eligible to receive CVRs but for the limitation on the Maximum CVR Recipients, Cash in lieu of CVRs, provided, further, that if the Cash to be distributed to a particular beneficial holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such holder shall not receive any additional Cash nor any rights under or interest in the CVRs.

(c) *Voting*: Class 11 is Impaired under the Plan and Holders of Allowed Interests in Class 11 are entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests.

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Equity Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b).

Bankruptcy Code section 1129(a)(10) shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510, or otherwise. Pursuant to Bankruptcy Code section 510, and subject to the RSA, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Code section 1123 and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including: (1) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law, including any applicable Governance Documents; (4) the execution and delivery of the Exit Facility Documents and entry into the Exit Facility;

(5) the issuance and distribution of the New Equity Interests (including the DIP Equity Fees) as set forth in the Plan; (6) the execution and delivery of the New Warrant Agreement and the issuance and distribution of the New Warrants; (7) the execution and delivery of the CVR Agreement and the issuance and distribution of the CVRs; (8) the execution and delivery of, and entry into, the Securitization Facilities Amendments; (9) the execution and delivery of, and entry into, the Private Placement Notes Amendment; (10) the adoption of the Management Incentive Plan and the issuance and reservation of the New Equity Interests to the participants in the Management Incentive Plan in accordance with the terms thereof; (11) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Description of Transaction Steps; and (12) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Combined Order shall and shall be deemed to, pursuant to both Bankruptcy Code sections 1123 and 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The terms of the Restructuring Transactions will be structured to maximize tax efficiencies for each of the Debtors and the Consenting Stakeholders, as agreed to by the Debtors and the Required Consenting Stakeholders and in accordance with the Plan and the Plan Supplement.

C. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the Exit Facility, (2) the New Equity Interests, (3) the New Warrants, (4) the CVRs, (5) the Cash on hand from the utilization of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date), and (6) the Debtors' Cash on hand from operations and the proceeds of borrowings under the DIP Facility. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration, as described more fully in Article IV.M below.

1. Exit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. Execution of the Exit Facility Credit Agreement by the Exit Facility Agent shall be deemed to bind all Holders of the DIP Claims and the Prepetition 1L Term Loan Claims as if each such Holder had executed the Exit Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to

make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Securitization Facilities Amendments.

Confirmation of the Plan shall be deemed approval of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date) and the Securitization Facilities Amendments applicable to continuation of the Securitization Facilities following the Effective Date, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Securitization Facilities Amendments, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Securitization Facilities Amendments, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Securitization Facilities Amendments, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make, or cause their applicable non-Debtor Affiliates to make, all filings and recordings, and to obtain, or cause their applicable non-Debtor Affiliates to obtain, all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate, or cause their applicable non-Debtor Affiliates to cooperate, to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. New Equity Interests and New Warrants.

Reorganized CURO shall be authorized to issue a certain number of shares of New Equity Interests pursuant to its Governance Documents. The issuance of the New Equity Interests and New Warrants shall be authorized without the need for any further corporate action. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Description of Transaction Steps to the Holders of Allowed Claims entitled to receive the New Equity Interests pursuant to, and in accordance with, the Plan.

All of the shares of New Equity Interests issued pursuant to the Plan (including the New Equity Interests underlying the New Warrants) shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the Governance Documents, which terms and conditions shall bind each Holder receiving such distribution or issuance. Any Holder's acceptance of New Equity Interests shall be deemed as its consent to the terms and conditions of the Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be listed for trading on any securities exchange as of the Effective Date. The New Warrant Agreement shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Warrants shall be bound thereby.

Reorganized CURO (i) shall emerge from these Chapter 11 Cases on the Effective Date as a private company and the New Equity Interests shall not be listed on a public stock exchange, (ii) shall not be voluntarily subjected to any reporting requirements promulgated by the SEC, and (iii) shall not be required to list the New Equity Interests on a recognized U.S. or any foreign stock exchange.

To the extent the following actions have not been completed on or prior to the Effective Date, Reorganized CURO shall (i) take all actions reasonably necessary or desirable to delist the Existing CURO Interests from NYSE

and to deregister under the Exchange Act as promptly as practicable in compliance with SEC rules, (ii) file post-effective amendments to terminate all of CURO's effective registration statements under the Securities Act and deregister any and all unsold securities thereunder, (iii) file a Form 15 to terminate CURO's registration under the Exchange Act and to suspend CURO's reporting obligations under the Exchange Act with respect to the common stock, and (iv) take all actions reasonably necessary or desirable to ensure (A) that the New Equity Interests and the CVRs shall not be listed on a public securities exchange and that the Reorganized Debtors shall not be required to list the New Equity Interests or CVRs on a recognized securities exchange, except, in each case, as otherwise may be required pursuant to the Governance Documents or the CVR Agreement, as applicable, and (B) that the Reorganized Debtors shall not be voluntarily subjected to any reporting requirements promulgated by the SEC.

4. Use of Cash.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions to certain Holders of Allowed Claims, consistent with the terms of the Plan.

D. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

E. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Preservation and Reservation of Causes of Action.

In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of this Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the List of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Combined Order, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.

The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan, or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C_and the Exculpation contained in Article VIII.E of this Plan) or any other Final Order (including, without limitation, the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

In accordance with Bankruptcy Code section 1123(b)(3), except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

G. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the Exit Facility, the Securitization Facilities Amendments, or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of all parties thereto, including the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agent shall continue in effect solely for purposes of allowing the DIP Agent to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the DIP Facility Documents, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agent or Holders of the DIP Claims under the Plan, as applicable. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan.

Any credit agreement, indenture or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and to allow Agents/Trustees, as applicable, to enforce its rights to payment of fees, expenses, and indemnification obligations, including preservation of charging liens, as against any money or property distributable to such Holders.

For the avoidance of doubt, any credit agreement or other instrument evidencing claims arising from or related to the Securitization Facilities Amendments shall continue in full force and effect for all purposes.

If the record Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes is DTC or its nominee or another securities depository or custodian thereof, and such Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, shall be deemed to have

surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the Employment Obligations; (2) selection of the directors, officers, or managers for the Reorganized Debtors (as applicable) in accordance with the Governance Term Sheet; (3) the issuance and distribution of the New Equity Interests and the New Warrants; (4) implementation of the Restructuring Transactions; (5) entry into the Exit Facility Documents; (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the Governance Documents; (8) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (9) the entry into the CVR Agreement and the issuance and distribution of the CVRs; and (10) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. Before, on or after (as applicable) the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the New Warrants, the CVRs, the Governance Documents, the Exit Facility, and the Exit Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Governance Documents.

On or immediately prior to the Effective Date, the Governance Documents shall be adopted or amended in a manner consistent with the terms and conditions set forth in the Governance Term Sheet, as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Governance Documents will prohibit the issuance of non-voting Equity Securities to the extent required under Bankruptcy Code section 1123(a)(6). For the avoidance of doubt, the principal Governance Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

On the Effective Date, Reorganized CURO shall enter into and deliver the New Stockholders Agreement, which shall become effective and binding in accordance with its terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. Holders of New Equity Interests shall be deemed to have executed the New Stockholders Agreement and be parties thereto and bound by the terms thereof without the need to deliver signature pages thereto.

J. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of CURO shall expire and such Persons shall be deemed to have resigned from the board of directors of CURO, and the members for the initial term of the New Board shall be appointed in accordance with the Governance Documents. The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the Governance Documents and other constituent documents of the Reorganized Debtors.

K. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

L. CVR Agreement and CVR Distribution Framework.

On the Effective Date, Reorganized CURO shall enter into the CVR Agreement with the CVR Agent. After the Effective Date, the CVRs shall either be distributed through DTC, or, if the Debtors, upon consultation with the Ad Hoc Group, determine that distribution through DTC is not reasonably practicable, according to the following CVR Distribution Framework:

No later than five (5) days after the Effective Date, Reorganized CURO will mail a notice of the potential right to receive one CVR per share of Existing CURO Interest (the "CVR Notice") to all known registered and beneficial Holders of Existing CURO Interests as of the Effective Date (immediately prior to the cancellation thereof) (such Holders, the "Potential CVR Recipients") and each such CVR Notice shall contain (i) information as to the process for a Potential CVR Recipient to receive their CVR (or Cash in lieu of CVR); and (ii) notification that the Potential CVR Recipient will lose the right to obtain any interest in the CVRs (or to obtain Cash in lieu of a CVR distribution) if the CVR Recipient Certification is not received by the CVR Submission Deadline.

In order to obtain any interest in the CVRs, by no later than 90 days after service of the CVR Notice ("CVR Submission Deadline"), Potential CVR Recipients shall be required to return a certification and agreement (the "CVR Recipient Certification") that will provide for, among other things ("CVR Recipient Conditions"):

(a) The Potential CVR Recipient shall certify whether or not they are an accredited investor (as defined in Rule 501 promulgated under the Securities Act) (each such accredited investor, an "Accredited Investor");

(b) The Potential CVR Recipient agrees to release (and shall be deemed to have released) any Section 510(b) Claims upon receipt of the CVRs (or Cash in lieu of the CVRs);

(c) For any beneficial Holders that hold their Existing CURO Interests through a registered broker or agent, a certification from such Holder's broker or agent as to the amount of shares beneficially owned by such holder as of the Effective Date (immediately prior to the cancellation thereof); and

(d) Such other standard identification information reasonably requested by the Reorganized Debtors (such as mailing address, contact information, and information related to preferred method of delivery).

Reorganized CURO will distribute the CVRs; *provided* that Reorganized CURO, on the Effective Date, shall be a privately held company whose securities are not required to be registered under the Securities Exchange Act, *provided* further that CVRs shall not be distributed to more than 1,900 beneficial holders of Existing Common Stock Interests, of which no more than 450 shall be non-Accredited Investors ("Maximum CVR Recipients").

If more Potential CVR Recipients meeting the CVR Recipient Conditions than the Maximum CVR Recipients return a properly executed CVR Recipient Certification by the CVR Submission Deadline, then the Reorganized Debtors shall only distribute the CVRs pursuant to the Plan to the Potential CVR Recipients that hold the largest percentage of Existing CURO Securities until CVRs have been distributed to the Maximum CVR Recipients. In the event that multiple Potential CVR Recipients hold the same number of shares and all such holders cannot be included due to the Maximum CVR Recipient Requirement, then the Reorganized Debtors shall include such Potential CVR Recipients in alphabetical order (based on last name or entity name) until the Maximum CVR

Recipient threshold is reached.

For any Potential CVR Recipient meeting the CVR Recipient Requirements that would have been eligible to receive the CVRs but for the limitation on the Maximum CVR Recipients, the Reorganized Parent shall pay Cash in an amount equal to the value of the CVRs at the Effective Date ("Effective Date CVR Value") to a particular Holder in lieu of distribution of CVRs to such Holder; *provided*, that if the Cash to be distributed to a particular beneficial Holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such Holder shall not receive any additional Cash nor any rights under or interest in the CVRs. The Cash payment will be paid to the address identified by the Potential CVR Recipient on the CVR Recipient Certification. The Effective Date CVR Value will be made available to the Potential CVR Recipients as soon as practicable.

For the avoidance of doubt, any Potential CVR Recipient that does not submit a CVR Recipient Certification by the CVR Submission Deadline shall not receive any interest in the CVRs or any additional Cash payment in lieu of the CVRs.

The CVR Agreement shall be duly authorized without the need for any further corporate action and without any further action by CURO or Reorganized CURO, as applicable.

As a result of the distribution of the CVRs pursuant to the CVR Distribution Framework in accordance with the Plan, the CVRs shall not be listed on a public stock exchange (nor shall Reorganized CURO be under any obligation to list them on a recognized U.S. or any foreign stock exchange) or voluntarily subjected to any reporting requirements promulgated by the SEC.

M. Certain Securities Law Matters.

The offering, issuance, and distribution of the New Equity Interests (other than the DIP Commitment Shares and any New Equity Interests underlying the Management Incentive Plan), as contemplated by Article III of this Plan, after the Petition Date, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145, and to the extent such exemption is not available, then such New Equity Interests will be offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. The Debtors believe that either the CVRs shall not constitute a "security" under applicable U.S. securities laws or that the issuance of the CVRs shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145.

Such New Equity Interests and CVRs (to the extent such CVRs constitute a "security"), as a result of being offered, issued, and distributed pursuant to Bankruptcy Code section 1145, (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) (A) will be freely tradeable and transferable without registration under the Securities Act in the United States by any recipient thereof that is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b) and any restrictions in the Governance Documents and CVR Agreement, as applicable, and (B) may not be transferred by any recipient thereof that is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom (including by complying with the conditions of Rule 144 under the Securities Act with respect to "control securities").

The DIP Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or reliance on Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. The New Equity Interests underlying the Management Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will be considered "restricted securities."

The New Equity Interests will be subject to any restrictions in the Governance Documents to the extent applicable. The New Warrants will be subject to any restrictions in the New Warrant Agreement to the extent applicable. Transfer restrictions on the New Warrants will be governed by the Governance Documents and be substantially similar to the transfer restrictions applicable to the New Equity Interests. The CVRs will be subject to any restrictions in the CVR Agreement to the extent applicable and will be non-transferable.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Combined Order to any Entity (including DTC and any transfer agent for the New Equity Interests) with respect to the treatment of the New Equity Interests to be issued under the Plan under applicable securities laws. DTC and any transfer agent for the New Equity Interests shall be required to accept and conclusively rely upon the Plan and Combined Order in lieu of a legal opinion regarding whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC and any transfer agent for the New Equity Interests) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

The offering, issuance, and distribution of New Equity Interests (other than any New Equity Interests underlying the Management Incentive Plan but including any CVRs to the extent the CVRs are deemed to be securities) pursuant to or in connection with the Plan to persons in Canada will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws pursuant to Section 2.11 of National Instrument 45-106 "Prospectus Exemptions". New Equity Interests (including New Equity Interests distributed outside of Canada) will not be freely tradable in Canada and may only be resold to persons in Canada: (a) pursuant to an available exemption from the prospectus and registration requirements of Canadian Securities Laws; (b) pursuant to a final prospectus qualified under applicable Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade. "Canadian Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the Provinces and Territories of Canada, and the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of such jurisdictions. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISORS WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER CANADIAN SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS.

N. Section 1146 Exemption.

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the Exit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Combined Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed,

shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to Bankruptcy Code section 1129(a)(13), as of the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Reorganized Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Reorganized Debtors and such employee.

P. Management Incentive Plan.

On the Effective Date, the New Board shall be authorized to adopt and implement (a) the Management Incentive Plan, which will be on the terms and conditions (including any and all awards granted thereunder) determined by the New Board (including, without limitation, with respect to participants, allocations, duration, timing, and the form and structure of the equity and compensation thereunder) and (b) such other incentive plans as may be agreed to by the New Board.

Q. DTC Eligibility.

The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Equity Interests, the New Warrants, and CVRs eligible for deposit with DTC.

R. Closing the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case. Following entry of the Combined Order, CURO shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the Canadian Recognition Proceeding upon written notice from CURO to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the CURO of a termination certificate.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases.

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under Bankruptcy Code section 365, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Combined Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses,

permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

B. Indemnification Obligations.

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Obligations in place on and before the Effective Date for Indemnified Parties for Claims related to or arising out of any actions, omissions or transactions occurring before the Effective Date.

C. Assumption of the D&O Liability Insurance Policies.

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Liability Insurance Policies pursuant to Bankruptcy Code section 365(a). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Company Parties shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

D. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

E. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable

Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided* that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.E shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, and for which any Cure has been fully paid pursuant to this Article V.E, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court**.

F. Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

G. Reservation of Rights.

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4).

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Combined Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Effective Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records (or the records of the DIP Agent and the Prepetition 1L Agent with

respect to the DIP Claims and Prepetition 1L Term Loan Claims); (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; (d) with respect to Securities held through DTC, in accordance with the applicable procedures of DTC; or (e) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

2. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

Except with respect to the ordinary course payment in Cash of interest arising under the Prepetition 1.5L Notes Indenture or the Prepetition 2L Notes Indenture, none of the Reorganized Debtors or the Disbursing Agent shall have any obligation to make a Cash distribution that is less than two hundred and fifty dollars ($250) to any Holder of an Allowed Claim.

3. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under Bankruptcy Code section 347(b) at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. Manner of Payment.

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan or the Combined Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to Bankruptcy Code section 553, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and Holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Disputed Claims Process.*

1. No Filing of Proofs of Claim or Interest.

Except as otherwise provided in this Plan, Holders of Claims or Interests shall not be required to File a Proof of Claim or proof of interest, and no parties should File a Proof of Claim or proof of interest. All Filed Proofs of Claims shall be deemed objected to and Disputed without further action by the Debtors or Reorganized Debtors; *provided*, *however*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. For the avoidance of doubt, the Plan does not intend to impair or otherwise impact the rights of Holders of General Unsecured Claims or the Debtors' customers.

If any such Holder of a Claim or an Interest disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim or Interest, such Holder must so advise the Debtors in writing within 30 days of receipt of any distribution on account of such Holder's Claim or Interest, in which event the Claim or Interest shall become a Disputed Claim or a Disputed Interest. The Reorganized Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the jurisdiction of the Bankruptcy Court.

Nevertheless, the Reorganized Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or Interest or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, *however*, that the Reorganized Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims or Interests.

Except as otherwise provided herein, all Proofs of Claim Filed before or after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

2. Claims Estimation.

Any Debtor or Reorganized Debtor, as applicable, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

B. Allowance of Claims and Interests.

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under Bankruptcy Code section 502. Except as expressly provided in any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), the Reorganized Debtors after Confirmation shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Interest as of the Petition Date.

C. Claims Administration Responsibilities.

From and after the Effective Date, the Reorganized Debtors shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims or Interests as permitted under this Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Reorganized Debtors shall administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Claim), or any Claim or Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims Register by the Reorganized Debtors without filing a claim objection and without any further notice or action by the Reorganized Debtors or any order or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned Bankruptcy Code sections; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

ARTICLE VIII. SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to Bankruptcy Code section 1141(d), and except as otherwise specifically provided in the Plan, the Combined Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), in each case whether or not: (1) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to Bankruptcy Code section 502; or (2) the Holder of such a Claim or Interest has accepted the Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the Exit Facility Documents, the Plan, the Combined Order, any Canadian Court order with respect to the Canadian charges, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, the Securitization Facilities Claims, and the Postpetition Securitization Facilities Claims, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Combined Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule,

statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Securitization Facilities Amendments, the Securitization Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement, and all other Definitive Documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Debtor Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence. For the avoidance of doubt, the "Debtor Releases" set forth above do not release (1) any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Reorganized Debtors or the Estates; or (2) the Causes of Action set forth in the List of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, the Securitization Facilities Amendments, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other

Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the Securitization Facilities Amendments, the Securitization Orders, the New Warrants, the CVR Agreement and all other Definitive Documents, or any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Third-Party Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action in connection with or arising out of the administration of the Chapter 11 Cases, the Canadian Recognition Proceeding, the negotiation and pursuit of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement and all other Definitive Documents, the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

F. Injunction.

Except as otherwise expressly provided in this Plan or the Combined Order or for obligations issued or required to be paid pursuant to the Plan or the Combined Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, provided however, that no Claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer without leave of the Canadian Court.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action other than with respect to the Canadian Recognition Proceeding and the Information Officer.

G. Protections Against Discriminatory Treatment.

Consistent with Bankruptcy Code section 525 and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the time of allowance or

disallowance, such Claim shall be forever disallowed and expunged notwithstanding Bankruptcy Code section 502(j) , unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed in a manner consistent in all material respects with the RSA and the Plan;

2. the RSA shall not have been terminated as to all parties thereto and shall remain in full force and effect; and

3. the Plan shall not have been amended, altered, or modified from the form in effect as of the commencement of solicitation unless such amendment, alteration, or modification has been made in accordance with Article X of the Plan and the RSA.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. the RSA shall not have been terminated as to all parties thereto in accordance with its terms and shall be in full force and effect;

2. the Bankruptcy Court shall have entered the DIP Orders and the Final DIP Order shall be in full force and effect;

3. no default or event of default shall have occurred and be continuing under the DIP Facility or any DIP Order;

4. the Bankruptcy Court shall have entered the Securitization Orders and the Final Securitization Order shall be in full force and effect;

5. the Bankruptcy Court shall have entered the Combined Order in form and substance consistent with the RSA, and the Combined Order shall have become a Final Order;

6. the Canadian Court shall have entered an order recognizing the Combined Order;

7. the Definitive Documents shall (i) be consistent with the RSA and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the RSA, (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) shall be adopted on terms consistent with the RSA;

8. all authorizations, consents, regulatory approvals, rulings, actions, documents, and agreements necessary to implement and consummate the Plan and the Restructuring Transactions shall have been

obtained, effected, and executed, and all waiting periods imposed by any governmental entity shall have terminated or expired;

9. the Exit Facility Documents shall have been executed and delivered by each party thereto, and each of the conditions precedent related thereto shall have been satisfied or waived (with the consent of the Required Consenting Stakeholders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

10. the New Equity Interests shall have been issued;

11. Reorganized CURO shall have entered into the New Warrant Agreement and the New Warrants shall have been issued;

12. Reorganized CURO shall have entered into the CVR Agreement with the CVR Agent and, to the extent applicable, shall have commenced the CVR Distribution Framework;

13. all steps necessary to consummate the Restructuring Transactions as set forth in the Description of Transaction Steps shall have been effected;

14. all Restructuring Expenses shall have been paid in full;

15. the Debtors and each other party thereto shall have entered into Securitization Facilities Amendments with respect to each Securitization Facility in form and substance satisfactory to the Required Consenting Stakeholders and the Securitization Facilities Amendments shall not have been amended, supplemented, otherwise modified, or terminated (other than in accordance with the terms thereof during the Chapter 11 Cases to the extent agreed to by the Required Consenting Stakeholders), and shall be in full force and effect immediately upon the Effective Date;

16. each of the conditions precedent to the effectiveness of the Securitization Facilities Amendments after the Effective Date (other than the occurrence of the Effective Date of this Plan) shall have been satisfied or waived in accordance with the terms of the Securitization Facilities Amendments;

17. the Debtors and each other party thereto shall have entered into all the Private Placement Notes Amendment and the Private Placement Notes Amendment shall not have been amended, supplemented, otherwise modified or terminated (other than in accordance with the terms thereof during the Chapter 11 Cases to the extent agreed to by the Required Consenting Stakeholders) and shall be in full force and effect; and

18. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions, the RSA, or any of the Definitive Documents contemplated hereby.

C. Waiver of Conditions.

The conditions precedent to Confirmation of the Plan and to the Effective Date set forth in this Article IX may be waived in whole or in part at any time by the Debtors only with the prior written consent of the Required Consenting Stakeholders (email shall suffice), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

D. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity;

or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

E. Substantial Consummation.

"Substantial Consummation" of the Plan, as defined in Bankruptcy Code section 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and to the extent permitted by the RSA, the Debtors reserve the right to amend or modify the Plan, whether such amendment or modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such amended or modified Plan. Subject to those restrictions on modifications set forth in the Plan and the RSA, and the requirements of Bankruptcy Code section 1127, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, Bankruptcy Code sections 1122, 1123, and 1125, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Combined Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Notwithstanding anything to the contrary herein, the Debtors shall not amend or modify the Plan in a manner inconsistent with the RSA or the consent rights (if any) set forth in the DIP Facility Documents.

B. Effect of Confirmation on Modifications.

Entry of a Combined Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to Bankruptcy Code section 1127(a) and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

To the extent permitted by the RSA (including the consent, approval, and consultation rights set forth therein), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, on and after the Effective Date, other than with respect to the Canadian Recognition Proceeding and the Information Officer, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to Bankruptcy Code section 365; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

5. modify the Plan before or after the Effective Date pursuant to Bankruptcy Code section 1127; modify the Combined Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Combined Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Combined Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Combined Order, in such manner as may be necessary or appropriate to consummate the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to Bankruptcy Code sections 1141 and 1145;

8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123, or 1146(a);

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, or the Disclosure Statement;

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to Bankruptcy Code section 507;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning any tax matters relating to the restructuring, including state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII hereof, regardless of whether such termination occurred prior to or after the Effective Date;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the Governance Documents, the Exit Facility Documents, and the Securitization Facilities Amendments shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect.*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to Bankruptcy Code section 1128, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, if any, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Combined Order, and the Combined Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered addressed as follows:

1. if to the Debtors, to:

CURO Group Holdings Corp.
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Rebecca Fox, Chief Legal Officer and Corporate Secretary
Email address: beccafox@curo.com

with copies to:

Akin Gump Strauss Hauer & Feld LLP

2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Attention: Sarah Link Schultz and Patrick Wu
E-mail address: sschultz@akingump.com; pwu@akingump.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Michael S. Stamer, Anna Kordas, Omid Rahnama
E-mail address: mstamer@akingump.com; akordas@akingump.com; orahnama@akingump.com

2. if to a member of the Ad Hoc Group, to:

Wachtell, Lipton, Rosen & Katz
51 W 52nd Street
New York, New York 10019
Attention: Joshua A. Feltman, Neil M. Snyder
E-mail address: jafeltman@wlrk.com; nmsnyder@wlrk.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Combined Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://dm.epiq11.com/Curo or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, subject to the terms of the RSA, the Bankruptcy Court shall have the power to alter and

interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent, *provided* that any such deletion or modification must be consistent with the RSA and the consent rights contained in each of them; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Combined Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. Following entry of the Combined Order, CURO shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the Canadian Recognition Proceeding upon written notice from CURO to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the CURO of a termination certificate.

N. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Tax Reporting and Compliance

The Reorganized Debtors shall be authorized to request an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

P. Creditor Default

An act or omission by a Holder of a Claim or an Interest in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Combined Order and may be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (i) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (ii) enforce this Plan by order of specific performance; (iii) award judgment against such defaulting Holder of a Claim or Interest in favor of the

Reorganized Debtors in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (iv) make such other order as may be equitable that does not materially alter the terms of the Plan.

[*Remainder of page intentionally left blank.*]

Dated: March 28, 2024

CURO GROUP HOLDINGS CORP.
on behalf of itself and all other Debtors

By: */s/ Douglas Clark*
Name: Douglas Clark
Title: Chief Executive Officer

Exhibit B

RSA

Execution Version

CURO GROUP HOLDINGS CORP., *ET AL*.,

RESTRUCTURING SUPPORT AGREEMENT

March 22, 2024

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES THAT WILL BE EFFECTUATED THROUGH FILING PREPACKAGED CHAPTER 11 CASES IN THE BANKRUPTCY COURT (AS DEFINED BELOW) AND, WHERE APPLICABLE, CANADIAN RECOGNITION PROCEEDINGS (AS DEFINED BELOW).

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR A SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE COMPANY PARTIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO AND IS BEING NEGOTIATED ON A WITHOUT PREJUDICE BASIS. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 14.02, this "**Agreement**") is made and entered into as of March 22, 2024, by and among the following parties (each of the following described in sub-clauses (i) through (iv) of this preamble, collectively, the "**Parties**"):[1]

(i) CURO Group Holdings Corp., a Delaware corporation ("**CURO**"), and each of its Affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Ad Hoc Group (the Entities in this clause (i), collectively, the "**Company Parties**" and each, a "**Company Party**");

(ii) the holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Prepetition 1L Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder Agreement, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii(ii)), collectively, the "**Consenting 1L Lenders**");

(iii) the holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Prepetition 1.5L Notes Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the "**Consenting 1.5L Noteholders**").

(iv) the holders of, or investment advisors, sub-advisors, or managers of discretionary accounts that hold, Prepetition 2L Notes Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iv), collectively, the "**Consenting 2L Noteholders**" and, together with the Consenting 1L Lenders and Consenting 1.5L Noteholders, the "**Consenting Stakeholders**").

RECITALS

WHEREAS, the Company Parties and the Consenting Stakeholders have in good faith and at arms' length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties' capital structure on the terms set forth in this Agreement and the exhibits hereto, including (i) the joint plan of reorganization to be filed by the Debtors under chapter 11 of the Bankruptcy Code in substantially the form attached as **Exhibit B** hereto (the "**Plan**"), (ii) the term sheet for the DIP Facility attached as **Exhibit C** hereto (the "**DIP Facility Term Sheet**"), (iii) the term sheet for the New First Out Loans and the New Second Out Loans attached as **Exhibit D** hereto (the "**New First Out/Second Out Term Sheet**"), (iv) the term sheet for the CVRs and the New Warrants attached as **Exhibit E** hereto (the "**CVR and Warrant Term Sheet**"), (v) the term sheet for the Corporate Governance Documents attached as **Exhibit F** hereto (the "**Governance Term Sheet**") and the transactions described in, and in accordance with, this Agreement, the Plan, the DIP Facility Term Sheet, the New First Out/Second Out Term Sheet,

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

the CVR and Warrant Term Sheet and the Governance Term Sheet, and the exhibits thereto, the "**Restructuring Transactions**");

WHEREAS, the Company Parties intend to implement the Restructuring Transactions in accordance with the terms set forth in this Agreement by commencing voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**") in the Bankruptcy Court (the "**Chapter 11 Cases**"), which may be pursuant to a "prepackaged" chapter 11 plan of reorganization, and, with respect to the applicable Company Parties, commencing recognition proceedings under Part IV of the *Companies' Creditors Arrangement Act* (Canada) (the "**Canadian Recognition Proceedings**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**"), in accordance with the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. *Definitions and Interpretation*.

1.01. Definitions. The following terms shall have the following definitions:

"**Ad Hoc Group**" means the ad hoc group of Prepetition 1L Lenders, Prepetition 1.5L Noteholders and Prepetition 2L Noteholders represented by Wachtell and Houlihan.

"**Affiliate**" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

"**Agents**" means the Prepetition 1L Agent, the Prepetition 1.5L Notes Trustee, the Prepetition 2L Notes Trustee and the DIP Agent, including any successors thereto.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 14.02 (including the Plan, the DIP Facility Term Sheet, the New First Out/Second Out Term Sheet, the CVR and Warrant Term Sheet and the Governance Term Sheet).

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

"**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment,

restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

"**Backstop Commitment Party**" means a member of the Ad Hoc Group that has agreed to backstop the DIP Facility on the terms and conditions set forth herein. Each of the Backstop Commitment Parties is set forth on **Exhibit G** attached hereto.

"**Backstop Commitments**" has the meaning set forth in Section 4.03.

"**Bankruptcy Code**" has the meaning set forth in the recitals to this Agreement.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, presiding over the Chapter 11 Cases.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

"**Business Day**" means any day other than a Saturday, Sunday, "legal holiday" (as defined in Bankruptcy Rule 9006(a)), or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York. When a period of days under this Agreement ends on a day that is not a Business Day, then such period shall be extended to the specified hour of the next Business Day.

"**Canadian Court**" has the meaning set forth in the recitals to this Agreement.

"**Canadian Recognition Proceedings**" has the meaning set forth in the recitals to this Agreement.

"**Causes of Action**" means any action, Claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, cost, expense, defense, account, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, in contract or in tort, in law or in equity, or pursuant to any other theory of law.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company Claims/Interests**" means any Claim against, or Equity Interest in, a Company Party.

"**Company Parties**" has the meaning set forth in the preamble to this Agreement.

"**Confidentiality Agreement**" means an executed confidentiality agreement by and between CURO and any third party related to any proposed restructuring or other deleveraging transactions.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code.

"**Consenting 1L Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting 1.5L Noteholders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting 2L Noteholders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Stakeholder Expenses**" has the meaning set forth in Section 14.21.

"**Consenting Stakeholders**" has the meaning set forth in the preamble to this Agreement.

"**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 meaning correlative thereto.

"**Corporate Governance Documents**" means the organizational and governance documents for Reorganized Curo and its direct or indirect subsidiaries, including without limitation, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements (or equivalent governing documents), and identity of proposed members of Reorganized Curo's board of directors, which Corporate Governance Documents shall be on terms consistent with the Governance Term Sheet.

"**Credit Agreement**" means that certain First Lien Credit Agreement, dated as of May 15, 2023 (as amended, supplemented, amended and restated, or otherwise modified from time to time), by and among CURO, the guarantors party thereto, the lenders party thereto and the Prepetition 1L Agent.

"**CVR and Warrant Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**CVRs**" means contingent value rights to be issued by Reorganized Curo to holders of Existing Equity Interests on the Effective Date.

"**Debtors**" means the Company Parties that commence the Chapter 11 Cases, which shall include CURO and certain of its Affiliates listed on **Exhibit A** hereto.

"**Defaulting Backstop Party**" has the meaning set forth in Section 4.03.

"**Definitive Documents**" means the documents listed in Section 3.01.

"**DIP Agent**" means Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent under the DIP Facility.

"**DIP Credit Agreement**" has the meaning set forth in Section 3.01(j).

"**DIP Facility**" means a priming secured and superpriority debtor-in-possession credit facility, which shall be provided by the DIP Lenders on terms consistent with the DIP Facility Term Sheet and consisting of up to $70,000,000 in aggregate principal amount of new money DIP Term Loan.

"**DIP Facility Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**DIP Lenders**" means certain of the Consenting Stakeholders providing the DIP Term Loan.

"**DIP Order**" means any order entered in the Chapter 11 Cases authorizing the entry by the Company Parties into the DIP Facility and the use of cash collateral (whether interim or final), on the terms set forth in this Agreement.

"**DIP Term Loans**" means the new money loans extended by the DIP Lenders pursuant to the DIP Facility.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan, including all exhibits and schedules thereto.

"**Disclosure Statement Order**" means an order (and all exhibits thereto) entered by the Bankruptcy Court approving the Disclosure Statement and the Solicitation Materials related thereto and approving the solicitation of the Plan, which order may be the Confirmation Order.

"**Effective Date**" means the date on which all conditions to consummation of the Plan have been satisfied in full or waived, in accordance with the terms of the Plan, and the Plan becomes effective.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Interests**" means any equity interest (as defined in section 101(16) of the Bankruptcy Code), including, collectively, the shares (or any class thereof) of common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Existing Equity Interests**" means the Equity Interests in CURO.

"**EY**" means Ernst & Young LLP, as consultant to the Ad Hoc Group.

"**First Day Pleadings**" means the motions, orders, pleadings, or other papers that the Company Parties file with the Bankruptcy Court in connection with the commencement of the Chapter 11 Cases.

"**Fronting Lender(s)**" has the meaning set forth in Section 4.03.

"**Fund Affiliates**" has the meaning set forth in Section 4.03.

"**Governance Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Houlihan**" means Houlihan Lokey Capital, Inc., as financial advisor to the Ad Hoc Group.

"**Information Officer**" means, if appointed by the Canadian Court, FTI Consulting Canada Inc., solely in its capacity as information officer in respect of the Canadian Recognition Proceedings.

"**Joinder Agreement**" means an executed form of the joinder to this Agreement substantially in the form attached hereto as **Exhibit H**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Limited Conditionality Provisions**" has the meaning set forth in Section 4.03.

"**Milestones**" has the meaning set forth in Section 11.01(f).

"**New Equity Interests**" means the new Equity Interests in Reorganized Curo to be issued on the Effective Date in accordance with the terms set forth in the Plan and this Agreement.

"**New First Out Loans**" means the new first-lien loans of Reorganized Curo (or one of its subsidiaries), on terms consistent with the New First Out/Second Out Term Sheet, to be issued on the Effective Date to the DIP Lenders in satisfaction of the DIP Term Loans in accordance with the Plan and the New First Out/Second Out Term Sheet.

"**New First Out/Second Out Credit Agreement**" has the meaning set forth in Section 3.01(a).

"**New First Out/Second Out Loan Documents**" has the meaning set forth in Section 3.01(a).

"**New First Out/Second Out Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**New Second Out Loans**" means the new second lien loans of Reorganized Curo (or one of its subsidiaries), on terms consistent with the New First Out/Second Out Term Sheet, to be issued on the Effective Date to holders of Prepetition 1L Term Loans in accordance with the Plan and the New First Out/Second Out Term Sheet.

"**New Warrants**" means warrants to be issued by Reorganized Curo to holders of Prepetition 2L Notes on the Effective Date.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Assignment**" has the meaning set forth in Section 4.03.

"**Permitted Transfer**" has the meaning set forth in Section 8.01.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 8.01.

"**Petition Date**" means that first date any Company Party commences a Chapter 11 Case.

"**Plan**" has the meaning set forth in the recitals to this Agreement.

"**Plan Supplement**" means the compilation of documents and forms of documents, schedules, and exhibits supplemental to the Plan that will be filed by the Debtors with the Bankruptcy Court in accordance with this Agreement and the Definitive Documents.

"**Prepetition 1L Agent**" means Alter Domus (US) LLC, or any successor thereto, in its capacity as administrative agent and collateral agent under the Credit Agreement.

"**Prepetition 1L Lenders**" means the lenders under the Prepetition 1L Term Loan Facility.

"**Prepetition 1L Term Loan Claims**" means any and all Claims arising under or related to the Credit Agreement in respect of the Prepetition 1L Term Loan Facility.

"**Prepetition 1L Term Loan Facility**" means the term loan under the Credit Agreement (including accrued and unpaid interest thereon).

"**Prepetition 1.5L Notes Indenture**" means that certain Indenture, dated as of May 15, 2023 (as amended, supplemented, amended and restated, or otherwise modified from time to time), among CURO, as issuer, the guarantors party thereto, and the Prepetition 1.5L Notes Trustee.

"**Prepetition 1.5L Notes**" means the 7.500% Senior 1.5 Lien Secured Notes due 2028 issued by CURO pursuant to the Prepetition 1.5L Notes Indenture.

"**Prepetition 1.5L Notes Claims**" means all Claims derived from, arising under, based upon, or secured pursuant to the Prepetition 1.5L Notes and the Prepetition 1.5L Notes Indenture, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto.

"**Prepetition 1.5L Notes Trustee**" means U.S. Bank Trust Company, National Association, or any successor thereto, as trustee and collateral agent under the Prepetition 1.5L Notes Indenture.

"**Prepetition 2L Notes Indenture**" means that certain Indenture, dated as of July 30, 2021 (as amended, supplemented, amended and restated, or otherwise modified from time to time), among CURO, as issuer, the guarantors party thereto, and the Prepetition 2L Notes Trustee.

"**Prepetition 2L Notes**" means the 7.500% Senior Secured Notes due 2028 issued by CURO pursuant to the Prepetition 2L Notes Indenture.

"**Prepetition 2L Notes Claims**" means all Claims derived from, arising under, based upon, or secured pursuant to the Prepetition 2L Notes and the Prepetition 2L Notes Indenture, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto.

"**Prepetition 2L Notes Trustee**" means TMI Trust Company, or any successor thereto, as trustee and collateral agent under the Prepetition 2L Notes Indenture.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Reorganized Curo**" means either (i) CURO, as reorganized pursuant to and under the Restructuring Transactions, or (ii) a newly-formed Entity formed to, among other things, succeed CURO and/or otherwise directly or indirectly acquire substantially all of the assets and/or stock of the Company Parties, in either case which shall, on the Effective Date, issue the New Equity Interests; *provided*, that such determination shall be consistent with the consent rights contained in Section 3.02.

"**Required Consenting 1.5L Noteholders**" means, as of any relevant date, Consenting 1.5L Noteholders holding at least 50.01% of the aggregate outstanding principal amount of Prepetition 1.5L Notes that are held by all Consenting 1.5L Noteholders as of such date.

"**Required Consenting 2L Noteholders**" means, as of any relevant date, Consenting 2L Noteholders holding at least 50.01% of the aggregate outstanding principal amount of Prepetition 2L Notes that are held by all Consenting 2L Noteholders as of such date.

"**Required Consenting First Lien Lenders**" means, as of any relevant date, Consenting 1L Lenders holding at least 50.01% of the aggregate outstanding principal amount of Prepetition 1L Term Loan Claims that are held by all Consenting 1L Lenders as of such date.

"**Required Consenting Stakeholders**" means, as of any relevant date, Consenting Stakeholders holding at least 50.01% of the aggregate outstanding principal amount of Prepetition

1L Term Loan Claims, Prepetition 1.5L Notes Claims and Prepetition 2L Notes Claims held by all Consenting Stakeholders as of such date.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Rules**" means Rule 501(a)(1), (2), (3) and (7) of the Securities Act.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Securitization Facilities**" has the meaning set forth in the DIP Facility Term Sheet.

"**Securitization Facility Indebtedness**" means indebtedness under any of the Securitization Facilities.

"**Solicitation Materials**" means all solicitation materials in respect of the Plan, together with the Disclosure Statement, which Solicitation Materials shall be in accordance with this Agreement and the Definitive Documents.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Sections 11.01, 11.02, 11.03 or 11.04.

"**Transfer**" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit I**.

"**Wachtell**" means Wachtell, Lipton, Rosen & Katz, as counsel to the Ad Hoc Group.

1.02. Interpretation. For purposes of this Agreement:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; *provided*, that any capitalized

terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(f) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) the use of "include" or "including" is without limitation, whether stated or not; and

(j) the phrase "counsel to the Ad Hoc Group" refers in this Agreement to each counsel specified in Section 14.10 other than counsel to the Company Parties.

Section 2. ***Effectiveness of this Agreement***. This Agreement shall become effective and binding upon each of the Parties at 12:01 a.m., prevailing Eastern Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties; and

(b) the following shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties:

(i) holders of at least 66.67% of the aggregate outstanding principal amount of the Prepetition 1L Term Loan Claims;

(ii) holders of at least 66.67% of the aggregate outstanding principal amount of the Prepetition 1.5L Notes Claims; and

(iii) holders of at least 66.67% of the aggregate outstanding principal amount of the Prepetition 2L Notes Claims.

Section 3. ***Definitive Documents***.

3.01. The Definitive Documents governing the Restructuring Transactions shall include the following:

(a) the new credit agreement(s) with respect to the New First Out Loans and the New Second Out Loans (the "**New First Out/Second Out Credit Agreement**") and any other agreements, commitment letters, documents, or instruments related thereto (together with the New First Out/Second Out Credit Agreement, collectively, the "**New First Out/Second Out Loan Documents**");

(b) the Corporate Governance Documents;

(c) all documents and agreements relating to the CVRs;

(d) all documents and agreements relating to the New Warrants;

(e) the Plan;

(f) the Confirmation Order;

(g) the Disclosure Statement and Solicitation Materials;

(h) the Disclosure Statement Order, if applicable;

(i) the motion or motions seeking approval of the Solicitation Materials, the forms of ballots and notices, and related relief and confirmation of the Plan (including all exhibits, appendices, supplements and related documents);

(j) the non-administrative First Day Pleadings and all orders sought pursuant thereto;

(k) the documents comprising the DIP Facility (including the credit agreement with respect to such DIP Facility, the "**DIP Credit Agreement**") and any orders relating to the DIP Facility;

(l) any amendments to, waivers of or other agreements or orders relating to the agreements entered into in connection with the existing loan receivables securitization programs of (i) First Heritage Financing I, LLC, a Delaware limited liability company, (ii) Heights Financing I, LLC, a Delaware limited liability company, (iii) Heights Financing II LLC, a Delaware limited liability company, (iv) Curo Canada Receivables Limited Partnership, an Ontario limited partnership, or (v) Curo Canada Receivables II Limited Partnership, an Ontario limited partnership;

(m) the DIP Orders (including any exhibits, schedules, amendments, modifications or supplements thereto);

(n) the Plan Supplement and all documents contained therein;

(o) all regulatory filings and notices necessary to implement the Restructuring Transactions;

(p) the recognition orders of the Canadian Court sought in respect of relief

granted in the Chapter 11 Cases; and

(q) such other agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by this Agreement or the Plan.

3.02. Each of the Definitive Documents shall be consistent in all respects with, and shall contain, the terms and conditions set forth in this Agreement (including the Plan, the DIP Facility Term Sheet, the New First Out/Second Out Term Sheet, the CVR and Warrant Term Sheet and the Governance Term Sheet). Unless otherwise set forth herein, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall otherwise be in form and substance (i) acceptable to the Company Parties, and (ii) acceptable to the Required Consenting Stakeholders; *provided*, that:

(a) notwithstanding anything herein to the contrary, the Corporate Governance Documents shall be acceptable to the Required Consenting Stakeholders and reasonably acceptable to the Company Parties; *provided*, that the Corporate Governance Documents shall not impair any of the indemnification provisions set forth in the organizational and governance documents of each of the Company Parties as of the date hereof or any existing indemnification agreement giving effect thereto; and

(b) the DIP Facility (including the DIP Credit Agreement) and the New First Out/Second Out Loan Documents shall also be acceptable to the Backstop Commitment Parties.

Section 4. ***Commitments of the Consenting Stakeholders***.

4.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Stakeholder agrees (including in respect of all of its Company Claims/Interests (as applicable)) to:

(i) (A) consent and to be deemed to have consented to the incurrence of the DIP Facility on the terms set forth in the DIP Facility Term Sheet; (B) consent to the use of cash collateral pursuant to the DIP Orders; and (C) if necessary, give any notice, order, instruction, or direction to the applicable agent or trustee necessary to give effect to the foregoing;

(ii) support the Restructuring Transactions and vote and exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions;

(iii) support the Company Parties' efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions including, if requested, by promptly providing information to third party

regulators regarding the Consenting Stakeholders' Prepetition 1.5L Notes holdings, Prepetition 2L Notes holdings, the amount of New Equity Interests anticipated to be issued to such Consenting Stakeholder pursuant to the Plan and such other information that may be requested by the applicable regulators to facilitate the Restructuring Transaction;

(iv) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(v) forbear from exercising remedies on account of its collateral in the Company Parties other than as contemplated by this Agreement or as otherwise permitted by the DIP Orders and the Definitive Documents;

(vi) support and consent to, and not object to, the DIP Facility, including the priming of the liens securing the debt issued under the Credit Agreement, the Prepetition 1.5L Notes Indenture and the Prepetition 2L Notes Indenture, respectively, by the liens securing the DIP Facility and provide any direction as may be requested by the Prepetition 1L Agent, the Prepetition 1.5L Notes Trustee and the Prepetition 2L Notes Trustee, as applicable, in connection therewith;

(vii) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Restructuring Transactions, if applicable;

(viii) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party;

(ix) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment (without affecting the material entitlements of each Consenting Stakeholder hereunder);

(x) support and, to the extent applicable, consent to the releases included in the Plan and not "opt out" (to the extent applicable) of any such releases to be provided in connection with the Restructuring Transactions (which releases shall be applicable on the Effective Date); and

(xi) support and, to the extent applicable, consent to the relief sought by the applicable Company Parties in the Canadian Recognition Proceeding to recognize and give effect in Canada to the relief obtained in the Chapter 11 Cases, including recognition of the Restructuring Transactions.

(b) During the Agreement Effective Period, each Consenting Stakeholder agrees (including in respect of all of its Company Claims/Interests (as applicable)) that it shall not directly or indirectly:

(i) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal;

(iii) seek to implement or modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement;

(iv) file any motion, pleading, objection or other document with the Bankruptcy Court, the Canadian Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with this Agreement or the Plan (nor directly or indirectly direct any other person to make such filing);

(v) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, the Canadian Recognition Proceedings, this Agreement or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties hereto other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement (nor direct any other person to initiate such litigation or proceeding);

(vi) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against or Equity Interests in the Company Parties other than as contemplated by this Agreement or as otherwise permitted by the DIP Orders and the Definitive Documents; or

(vii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code; *provided*, *however*, that nothing in this Agreement shall limit the right of any Party to exercise any right or remedy provided under this Agreement, the Confirmation Order or any other Definitive Document.

4.02. Voting and Motions.

(a) In addition to the obligations set forth in Section 4.01, during the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its terms agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Cases, of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, elect not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above; *provided*, *however*, that nothing in this Agreement shall prevent any Party from withholding, amending, or revoking (or causing the same) its consent or vote with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Party.

4.03. Backstop Commitment.

(a) Each of the Backstop Commitment Parties hereby agrees that such Backstop Commitment Party (or funds or accounts affiliated with, managed or advised by such Backstop Commitment Party) shall backstop the DIP Facility, on a several and not joint basis, in the amounts set forth opposite each such Backstop Commitment Party's name on **Exhibit G** attached hereto (collectively, the "Backstop Commitments") upon the terms set forth or referred to in this Section 4.03 and the DIP Facility Term Sheet, and subject only to the satisfaction or waiver of the Limited Conditionality Provisions (as defined below). Each Backstop Commitment Party may, at its option, arrange for the DIP Credit Agreement to be executed by one or more financial institutions selected by the applicable Backstop Commitment Party and reasonably acceptable to the Company Parties (the "Fronting Lender(s)") (it being understood and agreed that Barclays Bank plc is acceptable to the Company Parties), to act as an initial lender and to fund some or all of the Backstop Commitment Party's commitments, in which case the applicable Backstop Commitment Party will acquire its loans under the DIP Facility by assignment from the Fronting Lender(s) in accordance with the assignment provisions of the DIP Credit Agreement. The rights and obligations of each of the Backstop Commitment Parties under this Section 4.03 shall be several and not joint, and no failure of any Backstop Commitment Party to comply with any of its obligations hereunder shall prejudice the rights of any other Backstop Commitment Party; *provided*, that no Backstop Commitment Party shall be required to fund any portion of the commitment of any other Backstop Commitment Party in the event such other Backstop Commitment Party fails to do so (as applicable, a "Defaulting Backstop Party"), but may at its option do so, in whole or in part, in which case such performing Backstop Commitment Party shall be entitled to all or a proportionate share, as the case may be, of the benefits and rights that would otherwise be owing and payable to, such Defaulting Backstop Party under the DIP Facility, including any related fees and commitment premiums as set forth in this Section 4.03 and the DIP Facility Term Sheet that would otherwise be issued to such Defaulting Backstop Party.

(b) Each Backstop Commitment Party's undertakings and agreements under this Section 4.03 are subject only to the conditions precedent expressly set forth under "Conditions Precedent to Closing Date and Initial Draw", "Conditions Precedent to Final Draw" and "Conditions Precedent to Each Draw" in the DIP Facility Term Sheet (collectively, the "Limited Conditionality Provisions").

(c) The Company Parties' rights and obligations under this Section 4.03 shall not be assignable by the Company Parties without the prior written consent of each Backstop Commitment Party (and any purported assignment without such consent shall be null and void ab initio). Each Backstop Commitment Party may assign all or a portion of its Backstop Commitments hereunder to (i) any other Backstop Commitment Party, (ii) any of its affiliates or related funds/accounts or (iii) any investment funds, accounts, vehicles or other entities that are managed, advised or sub-advised by such Backstop Commitment Party, its affiliates or the same person or entity as such Backstop Commitment Party or its affiliates (all such persons described in clauses (ii) and (iii), such Backstop Commitment Party's "Fund Affiliates" and any assignment permitted by clauses (i) through (iii), a "Permitted Assignment"); provided, that the Backstop Commitment Parties' rights and obligations under this Section 4.03 and the Backstop Commitments hereunder shall not otherwise be assignable by the Backstop Commitment Parties without the prior written consent of CURO; *provided*, *further*, that in the case of a Permitted Assignment, the assigning Backstop Commitment Party shall provide written notice to the Company Parties; *provided*, *further*, that no Backstop Commitment Party shall be released, relieved or novated from its obligations under this Section 4.03 (including its Backstop Commitment) in connection with any Permitted Assignment or in connection with any syndication, assignment or participation of the DIP Facility (except to the extent the DIP Facility is actually funded).

(d) This Section 4.03 is intended to be solely for the benefit of the Company Parties and the Backstop Commitment Parties and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the Company Parties and the Backstop Commitment Parties, in each cash, to the extent expressly set forth herein.

(e) Notwithstanding anything in this Agreement to the contrary, (i) each Backstop Commitment Party's Backstop Commitment shall terminate in the event this Agreement terminates as to any Company Party and (ii) the Backstop Commitment of any Backstop Commitment Party shall terminate in the event this Agreement terminates as to such Backstop Commitment Party.

Section 5. ***Additional Provisions Regarding the Consenting Stakeholders' Commitments*.**

5.01. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall:

(a) affect the ability of any Consenting Stakeholder to consult with any other Consenting Stakeholder, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee) or the Information Officer appointed in the Canadian Recognition Proceedings, provided that such consultation and any communications in connection therewith do not violate this Agreement or any applicable Confidentiality Agreement;

(b) be construed to prohibit any Consenting Stakeholder from asserting or enforcing rights in any applicable bankruptcy, insolvency, foreclosure or similar proceeding, including the right to appear as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases or the Canadian Recognition Proceedings; *provided*, that such appearance and the positions advocated in connection therewith (i) are not inconsistent

with this Agreement and (ii) are not for the purpose of hindering, delaying or preventing consummation of the Plan or the Restructuring Transactions;

(c) be construed to impair or limit any rights of any Consenting Stakeholder to purchase, sell or enter into any transactions in connection with its Company Claims/Interests subject to the terms of this Agreement pursuant to Section 8 hereof;

(d) be construed to impair or limit any rights of any Consenting Stakeholder to enforce any right, remedy, condition, consent or approval requirement under this Agreement or any of the Definitive Documents or to contest whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; or

(e) (i) prevent any Consenting Stakeholder from taking any action which is required by applicable Law, or (ii) require any Consenting Stakeholder to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege; *provided*, *however*, that if any Consenting Stakeholder proposes to take any action that is otherwise inconsistent with this Agreement in order to comply with applicable Law, such Consenting Stakeholder shall, to the extent reasonably practicable, provide at least three (3) Business Days' advance notice to the Company Parties.

The Parties understand that the Consenting Stakeholders are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, the Parties acknowledge and agree that, unless a Consenting Stakeholder expressly indicates otherwise on its signature page hereto, the obligations set forth in this Agreement shall only apply and are limited to the specific trading desk(s), business group(s), and/or discretionary account(s) of the Consenting Stakeholder holding or beneficially owning the Company Claims/Interests and shall not apply to any other trading desk, business group, or discretionary account of the Consenting Stakeholder; *provided*, that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any legal entity that (i) executes this Agreement or (ii) on whose behalf this Agreement is executed by a Consenting Stakeholder.

Section 6. ***Commitments of the Company Parties***.

6.01. Affirmative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, the Company Parties agree to:

(a) support and take all steps reasonably necessary and desirable to implement and consummate the Restructuring Transactions in accordance with this Agreement;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;

(c) use commercially reasonable efforts to obtain any and all required governmental, regulatory (including self-regulatory) and/or third-party approvals for the Restructuring Transactions;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;

(e) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent and, to the extent the Company Parties receive any Joinder Agreements or Transfer Agreements, notify counsel to the Ad Hoc Group of such Joinder Agreements and Transfer Agreements;

(f) (i) provide counsel to the Ad Hoc Group a reasonable opportunity to review draft copies of all First Day Pleadings and all application materials to be filed with the Canadian Court and (ii) to the extent reasonably practicable, provide a reasonable opportunity to counsel to the Ad Hoc Group to review draft copies of all other documents that the Company Parties intend to file with the Bankruptcy Court or Canadian Court, as applicable (including all Definitive Documents and any motions, pleadings, declarations, exhibits, and proposed orders related thereto (each of which shall contain terms and conditions consistent with the terms of this Agreement)), and, in each case, consider any such comments in good faith and consistent with their obligations under this Agreement;

(g) provide prompt written notice to counsel to the other Parties hereto (email being sufficient) as soon as reasonably practicable after becoming aware (and in any event within two (2) Business Days after becoming so aware) of (A) the occurrence of any event or circumstance described in Section 11.01; (B) any matter or circumstance that is likely to be a material impediment to the implementation or consummation of the Restructuring Transactions; (C) any notice of any commencement of any insolvency proceeding or legal suit, or enforcement action from or by any person or entity in respect of any Debtor or subsidiary thereof, in each case to the extent that it would materially impede or frustrate the Restructuring Transactions; and (D) any written notice, including from any governmental authority, of any material proceeding commenced or of any material complaints, litigations, investigations, or hearings, or, to the knowledge of the Company Parties, threatened in writing against the Company Parties, relating to or involving the Company Parties (or any communications regarding the same that may be contemplated or threatened);

(h) use commercially reasonable efforts to (A) operate the business of the Company Parties and their direct and indirect subsidiaries in all material respects in the ordinary course in a manner that is consistent with this Agreement, past practices, and in compliance with applicable law, and (B) preserve intact the Company's business organization and relationships with material third parties (including material lessors, licensors, suppliers, distributors and customers) and employees, in each case of (A) and (B), taking into account the Restructuring Transactions and the pendency of the Chapter 11 Cases; and

(i) maintain good standing (or a normal status or its equivalent) under the laws of the jurisdiction or state in which each Company Party is incorporated or organized (other than as a result of the Chapter 11 Cases).

6.02. Negative Commitments. Except as set forth in Section 7, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation, and consummation of the Restructuring Transactions described in this Agreement or the Plan;

(c) modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) file any motion, pleading, or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan; or

(e) consummate any material merger, consolidation, disposition, asset sale, equity sale, acquisition, investment, dividend, incurrence of indebtedness or other transaction outside the ordinary course of business (other than the Restructuring Transactions); or

(f) file or support another party in filing with the Bankruptcy Court or any other court a motion, application, pleading, or proceeding challenging the amount, validity, enforceability, extent, perfection, or priority of, or seeking avoidance or subordination of, any Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims and Prepetition 2L Notes Claims held by any Consenting Stakeholder.

Section 7. ***Additional Provisions Regarding Company Parties' Commitments***.

7.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent taking or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 7.01, including a determination to pursue an Alternative Restructuring Proposal, shall not be deemed to constitute a breach of this Agreement (other than solely for the purpose of establishing the occurrence of an event that may give rise to a termination right). The Company shall give prompt written notice to counsel to the Consenting Stakeholders of any determination made in accordance with this Section 7.01.

7.02. Notwithstanding anything to the contrary in this Agreement (but subject to, and solely in the circumstances set forth in, Section 7.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider, respond to and facilitate Alternative Restructuring Proposals; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure

agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Claims against or Equity Interests in a Company Party (including any Consenting Stakeholder), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals.

7.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 8. ***Transfer of Company Claims/Interests*.**

8.01. During the Agreement Effective Period, no Consenting Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless:

(a) either (i) the transferee executes and delivers to counsel to the Company Parties and counsel to the Ad Hoc Group, at or before the time of the proposed Transfer, a Transfer Agreement or (ii) the transferee is a Consenting Stakeholder and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and counsel to the Ad Hoc Group at or before the time of the proposed Transfer; and

(b) in the case of any Company Claims/Interests, the authorized transferee is either (i) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (ii) a non-U.S. person in an offshore transaction as defined under Regulation S under the Securities Act, (iii) an institutional accredited investor (as defined in the Rules), or (iv) a Consenting Stakeholder.

8.02. Upon compliance with the requirements of Section 8.01, the transferee shall be deemed a Consenting Stakeholder, and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 8.01 shall be void *ab initio*.

8.03. This Agreement shall in no way be construed to preclude the Consenting Stakeholders from acquiring additional Company Claims/Interests; *provided*, *however*, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Stakeholder be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Ad Hoc Group) and (b) such Consenting Stakeholder must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to

counsel to the Company Parties and counsel to the Ad Hoc Group within five (5) Business Days of such acquisition.

8.04. This Section 8 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Stakeholder to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

8.05. Notwithstanding Section 8.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (a) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within five (5) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor of the Qualified Marketmaker; (b) the transferee otherwise is a Permitted Transferee under Section 8.01; and (c) the Transfer otherwise is a Permitted Transfer under Section 8.01. To the extent that a Consenting Stakeholder is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Stakeholder without the requirement that the transferee be a Permitted Transferee.

8.06. Notwithstanding anything to the contrary in this Section 8, the restrictions on Transfer set forth in this Section 8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

Section 9. ***Representations and Warranties of Consenting Stakeholders***. Solely with respect to Consenting Stakeholders that are holders of Company Claims/Interests, each such Consenting Stakeholder severally, and not jointly, represents and warrants that, as of the date such Consenting Stakeholder executes and delivers this Agreement and as of the Effective Date:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, advisor, or sub-advisor for beneficial holders of the Company Claims/Interests reflected in, and, having made reasonable inquiry, is not the beneficial or record owner of any Company Claims/Interests other than those reflected in, such Consenting Stakeholder's signature page to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 8);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests and to transfer all of its Company

Claims/Interests referable to it as contemplated by this Agreement subject to applicable Law;

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would adversely affect in any way such Consenting Stakeholder's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed; and

(d) (i) it is either (A) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (B) a non-U.S. person (as defined under Regulation S under the Securities Act), or (C) an institutional accredited investor (as defined in the Rules), and (ii) any securities acquired by the Consenting Stakeholder in connection with the Restructuring Transactions will have been acquired for investment and not with a view to distribution or resale in violation of the Securities Act.

Section 10. ***Additional Representations, Warranties, and Covenants***.

10.01. General Representations, Warranties, and Covenants. Each of the Parties represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, on the Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, the Bankruptcy Code or as may be provided by orders of the Canadian Court in the Canadian Recognition Proceedings, no consent or approval is required by any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(e) except as expressly provided by this Agreement, it is not party to any agreement, arrangement or understanding related, in each case, to the Restructuring

Transactions or the subject matter of this Agreement, with any other Party to this Agreement that has not been disclosed to all Parties to this Agreement; and

(f) except as expressly provided by this Agreement, all representations, warranties, covenants, and other agreements made by any Consenting 1L Lender that is an investment advisor, sub-advisor, or manager of discretionary accounts are being made only with respect to the Company Claims/Interests managed, advised, or sub-advised by such investment manager, advisor, or sub-advisor (subject to Section 8.03, in the amount identified on the signature page hereto), and shall not apply to (or deemed to be made in relation to) any Company Claims/Interests that are not held through discretionary accounts managed, advised or sub-advised by such investment manager, advisor or sub-advisor.

Section 11. *Termination Events*.

11.01. Consenting Stakeholder Termination Events. This Agreement may be terminated with respect to the Consenting Stakeholders, by the Required Consenting Stakeholders, by the delivery to the Company Parties of a written notice in accordance with Section 14.10 hereof upon the occurrence of any of the following events:

(a) the breach (other than an immaterial breach) in any respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties (i) set forth in this Agreement and (ii) made to, owed to, or for the benefit of the Consenting Stakeholders seeking termination pursuant to this provision, so long as such breach either (x) is due to the Company Parties' failure to comply with Section 6.01(g) after becoming aware of the occurrence of the event or circumstance described in Section 11.01(j) or (y) remains uncured for ten (10) Business Days after such applicable terminating Consenting Stakeholders transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order that (i) enjoins the consummation of, or renders illegal, a material portion of the Restructuring Transactions and (ii) either (A) has been issued at the request of or with the acquiescence of any Company Party or (B) remains in effect for thirty (30) days; *provided*, that this termination right shall not apply to or be exercised by any Consenting Stakeholder that (i) failed to provide information required to process regulatory applications or (ii) sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(c) three (3) Business Days after the Bankruptcy Court enters an order denying confirmation of the Plan (or reverses or vacates an order confirming the Plan); *provided*, the Required Consenting Stakeholders and the Company Parties shall use commercially reasonable efforts to agree to an approach to cure any infirmities causing the denial and, if the Required Consenting Stakeholders and the Company Parties have agreed to such approach (evidenced in writing, which may be by email) within three (3) Business Days, then no parties may terminate this Agreement pursuant to this Section 11.01(c);

(d) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order, (i) dismissing any of the Chapter 11 Cases, (ii) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (iii) appointing a trustee or an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code, (iv) terminating or shortening exclusivity under section 1121 of the Bankruptcy Code, (v) rejecting this Agreement or (vi) the effect of which would render the Restructuring Transactions incapable of consummation on the terms set forth in this Agreement;

(e) any of the Company Parties (i) publicly announces their intention not to support the Restructuring Transactions, (ii) files, publicly announces, or executes a definitive written agreement with respect to an Alternative Restructuring Proposal, or (iii) otherwise provides written notice to the Consenting Stakeholders of a determination not to proceed with the Restructuring Transactions, or to pursue an Alternative Restructuring Proposal, in accordance with Section 7.01;

(f) any of the following events (the "**Milestones**") have not been achieved, extended, or waived by no later than 11:59 p.m. prevailing Eastern Time on the dates set forth below:

(i) the Debtors cause solicitation of votes on the Plan to begin no later than March 25, 2024;

(ii) the Petition Date occurs no later than March 25, 2024;

(iii) the Plan and Disclosure Statement are filed on or prior to the date that is one (1) Business Day after the Petition Date;

(iv) the Bankruptcy Court has entered (A) the interim DIP Order and (B) an interim order approving the Securitization Facilities, in each case, on or prior to the date that is three (3) Business Days after the Petition Date;

(v) the Bankruptcy Court has entered the final DIP Order on or prior to the date that is forty-five (45) calendar days after the Petition Date;

(vi) the Bankruptcy Court has entered a final order approving the Securitization Facilities on or prior to the date that is forty-five (45) calendar days after the Petition Date;

(vii) the Bankruptcy Court has entered an order confirming the Plan and approving the Disclosure Statement on or prior to the date that is fifty (50) calendar days after the Petition Date; and

(viii) the Effective Date occurs on or prior to the date that is one hundred twenty (120) calendar days after the Petition Date;

(g) an order is entered by the Bankruptcy Court granting relief from the automatic stay to the holder or holders of any security interest to permit foreclosure (or the

granting of a deed in lieu of foreclosure on the same) on any assets of any Company Party (other than with respect to assets having an immaterial value to the Company Parties);

(h) any court of competent jurisdiction has entered a judgment or order declaring this Agreement to be unenforceable;

(i) the occurrence of an Event of Default under the DIP Credit Agreement that has not been cured or waived in accordance with the DIP Credit Agreement;

(j) the occurrence of an "Event of Default" or other similar event or circumstance under any Securitization Facility (after giving effect to any amendment, waiver or forbearance, including those entered into as part of the Restructuring Transactions), in each case, after giving effect to any grace period therein, the effect of which "Event of Default" is to cause, or to permit the holder or holders of such Securitization Facility Indebtedness to cause, with or without the giving of notice or lapse of time, such Securitization Facility Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed, or an offer to repurchase, prepay, defease or redeem such Securitization Facility Indebtedness to be made, prior to its stated maturity; *provided* that this Section 11.01(j) shall not apply to any secured Securitization Facility Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Securitization Facility Indebtedness, if such sale or transfer is not prohibited hereunder and permitted under the documents providing for such Securitization Facility Indebtedness and such Securitization Facility Indebtedness is repaid when required under the documents providing for such Securitization Facility Indebtedness; or

(k) any Definitive Document filed by any Company Party, or any related order entered by the Bankruptcy Court in the Chapter 11 Cases, is inconsistent with this Agreement, including the Consenting Stakeholders' consent rights under this Agreement (in each case implicating a Definitive Document, solely to the extent that the terminating Consenting Stakeholders have consent rights over such Definitive Document), or is otherwise not in accordance with this Agreement in any material respect.

11.02. Company Party Termination Events. The Company Parties may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 14.10 hereof upon the occurrence of any of the following events:

(a) the breach (other than an immaterial breach) by Consenting 1L Lenders holding an amount of Prepetition 1L Term Loan Claims that would result in non-breaching Consenting 1L Lenders holding less than two-thirds (2/3) of the aggregate principal amount of Prepetition 1L Term Loan Claims of their undertakings, representations, warranties, or covenants (i) set forth in this Agreement and (ii) made to, owed to or for the benefit of the Company Parties, that remains uncured for a period of five (5) Business Days after the Company Parties transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(b) the breach (other than an immaterial breach) in any respect by Consenting 1.5L Noteholders holding an amount of Prepetition 1.5L Notes Claims that would result in

non-breaching Consenting 1.5L Noteholders holding less than two-thirds (2/3) of the aggregate principal amount of Prepetition 1.5L Notes Claims of their undertakings, representations, warranties, or covenants (i) set forth in this Agreement and (ii) made to, owed to, or for the benefit of the Company Parties, that remains uncured for a period of five (5) Business Days after such Company Parties transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(c) the breach (other than an immaterial breach) in any respect by Consenting 2L Noteholders holding an amount of Prepetition 2L Notes Claims that would result in non-breaching Consenting 2L Noteholders holding less than two-thirds (2/3) of the aggregate principal amount of Prepetition 2L Notes Claims of their undertakings, representations, warranties, or covenants (i) set forth in this Agreement and (ii) made to, owed to, or for the benefit of the Company Parties, that remains uncured for a period of five (5) Business Days after such Company Parties transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(d) the breach (other than an immaterial breach) in any respect by Backstop Commitment Parties that would result in the DIP Facility not being fully funded (in the full amount set forth in the borrowing notice delivered to the DIP Agent) on the date of the Initial Draw or the date of the Final Draw (each, as defined in the DIP Facility Term Sheet) as contemplated by the DIP Facility Term Sheet, that remains uncured for a period of five (5) Business Days after such Company Parties transmit a written notice in accordance with Section 14.10 hereof detailing any such breach;

(e) upon the termination of this Agreement as to all Consenting Stakeholders, by the Required Consenting Stakeholders, pursuant to Section 11.01;

(f) the board of directors, board of managers, or such similar governing body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(g) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 14.10 hereof detailing any such issuance; *provided*, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(h) three (3) Business Days after the Bankruptcy Court enters an order denying confirmation of the Plan; *provided*, the Required Consenting Stakeholders and the Company Parties shall use commercially reasonable efforts to agree to an approach to cure any infirmities causing the basis for the denial and, if the Required Consenting Stakeholders and the Company Parties have agreed to such approach (evidenced in writing,

which may be by email) within three (3) Business Days, then the Company Parties may not terminate this Agreement pursuant to this Section 11.02(h).

11.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among the Required Consenting Stakeholders and the Company Parties.

11.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon the occurrence of the Effective Date.

11.05. Effect of Termination; Damages. Except as set forth in Section 14.20, upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action. Notwithstanding the foregoing, in no event shall any such termination relieve any such applicable Party from (a) any claim for breach of this Agreement or non-performance of its obligations under this Agreement that occurs prior to such Termination Date, and all rights and remedies with respect to such claims shall remain in full force and effect and not be prejudiced in any way by such termination, or (b) any obligations under this Agreement that expressly survive any such termination under this Agreement, including pursuant to Section 14.20 of this Agreement; *provided*, notwithstanding anything to the contrary in this Agreement, none of the Parties shall claim or seek to recover from any other Party on the basis of anything in this Agreement any punitive, special, indirect or consequential damages or damages for lost profits. Upon the occurrence of a Termination Date prior to the Effective Date, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Stakeholders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Stakeholder, and (b) any right of any Consenting Stakeholder, or the ability of any Consenting Stakeholder, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Stakeholder. No purported termination of this Agreement shall be effective under this Section 11.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 11.02(f) or Section 11.02(h). Nothing in this Section 11.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 11.02(f). For the avoidance of doubt, the automatic stay arising pursuant to section 362 of the Bankruptcy Code shall be deemed waived or modified for purposes of providing notice or exercising rights under this Agreement. The Company Parties, to the extent

enforceable, waive any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code and expressly stipulate and consent hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

Section 12. ***Amendments and Waivers*****.**

(a) This Agreement (including as to the required content of any Definitive Document) may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 12.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by the Company Parties and the Required Consenting Stakeholders; *provided*, *however*, that if the proposed modification, amendment supplement or waiver has a material, disproportionate (as compared to other Consenting Stakeholders holding Claims within the same class as provided for in the Plan), and adverse effect on any of the Company Claims/Interests held by any Consenting Stakeholder(s), then the consent of each such affected Consenting Stakeholder shall also be required to effectuate such modification, amendment, supplement or waiver; *provided*, *further*, if the proposed modification, amendment supplement or waiver has a material and adverse effect on the holders of the Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims or Prepetition 2L Notes Claims relative to holders of the other classes of such Claims, then the consent of the Required Consenting First Lien Lenders, Required Consenting 1.5L Noteholders or Required Consenting 2L Noteholders, as applicable, shall also be required to effectuate such modification, amendment, supplement or waiver; *provided*, *further*, any modification, amendment supplement or waiver to Section 4.03 or other provisions directly or indirectly affecting the Backstop Commitment Parties in their capacities as such shall require the consent of each Backstop Commitment Party.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 12 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 13. ***Releases***. The releases set forth in the Plan shall be applicable on the Effective Date.

Section 14. ***Miscellaneous***.

14.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

14.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern. In the event of any conflict among the terms and provisions of the Plan and this Agreement, the terms and provisions of the Plan shall control.

14.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions and otherwise carry out the purposes and intent of this Agreement, as applicable; *provided, however*, that this Section 14.03 shall not limit the right of any party hereto to exercise any right or remedy provided for in this Agreement (including the approval rights set forth in Section 3.02).

14.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

14.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

14.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

14.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Stakeholders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Stakeholders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

14.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

14.10. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to a Company Party, to:

CURO Group Holdings Corp.
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Rebecca Fox
E-mail: BeccaFox@curo.com

with copies to:

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street
Suite 1800
Dallas, TX 75201
Attention: Sarah Link Schultz
E-mail: sschultz@akingump.com

and

Akin Gump Strauss Hauer & Feld LLP

One Bryant Park
New York, New York 10036
Attention: Michael Stamer; Stephen Kuhn; Anna Kordas
E-mail: mstamer@akingump.com; skuhn@akingump.com;
akordas@akingump.com

(b) if to a Consenting Stakeholder, to each Consenting Stakeholder at the addresses or e-mail addresses set forth below on the Consenting Stakeholder's signature page to this Agreement (or to the signature page to a Joinder or Transfer Agreement in the case of any Consenting Stakeholder that becomes a Party hereto after the Agreement Effective Date):

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, New York 10019
Attention: Joshua A. Feltman; Neil M. Snyder; Michael A. Chaia
E-mail: jafeltman@wlrk.com; nmsnyder@wlrk.com;
machaia@wlrk.com

Any notice given by delivery, mail, or courier shall be effective when received.

14.11. Independent Due Diligence and Decision Making. Each Consenting Stakeholder hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

14.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of rights granted under this Agreement (including any termination right) is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising rights granted under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

14.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

14.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any

such breach, including seeking an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

14.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

14.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

14.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

14.18. Capacities of Consenting Stakeholders. To the extent applicable, each Consenting Stakeholder has entered into this Agreement on account of all Company Claims/Interests that it holds or beneficially owns (directly or through discretionary accounts that it manages, advises or sub-advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

14.19. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 12, or otherwise, including a written approval by the Company Parties, the Required Consenting Stakeholders, or any other Consenting Stakeholder, as applicable, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

14.20. Survival of Agreement. Notwithstanding the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 13, Sections 14.01 through 14.20, Section 14.21 (to the extent of Consenting Stakeholder Expenses accrued up to and including such Termination Date), and Section 14.22 (and any defined terms used in such Sections) survive such termination and shall continue in full force and effect in accordance with the terms hereof and the Confidentiality Agreements, Joinder Agreement, and Transfer Agreement and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

14.21. Fees and Expenses. Regardless of whether the Restructuring Transactions are consummated, the Company Parties shall promptly pay in cash all reasonable and documented fees and expenses (without duplication) of (i) Wachtell, as counsel to the Ad Hoc Group, (ii) one local law firm in each relevant jurisdiction (which shall include each of Texas and Canada),

(iii) Houlihan, as financial advisor to the Ad Hoc Group, and (iv) EY, as consultant to the Ad Hoc Group (collectively, the "**Consenting Stakeholder Expenses**").

14.22. Relationship Among Parties. Notwithstanding anything to the contrary herein, the duties and obligations of the Consenting Stakeholders under this Agreement shall be several, not joint. None of the Consenting Stakeholders shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities to each other, any Consenting Stakeholder, any Company Party, or any of the Company Party's respective creditors or other stakeholders, and there are no commitments among or between the Consenting Stakeholders, in each case except as expressly set forth in this Agreement. It is understood and agreed that any Consenting Stakeholder may trade in any debt or equity securities of any Company Parties without the consent of CURO or any Consenting Stakeholder, subject to Section 8 of this Agreement and applicable securities laws. No prior history, pattern or practice of sharing confidence among or between any of the Consenting Stakeholders, and/or the Company Parties shall in any way affect or negate this understanding and agreement. The Parties have no agreement, arrangement or understanding with respect to acting together for the purpose of acquiring, holding, voting or disposing of any securities of any of the Company Parties and do not constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt, (a) each Consenting Stakeholder is entering into this Agreement directly with the Company Parties and not with any other Consenting Stakeholder, (b) no other Consenting Stakeholder shall have any right to bring any action against any other Consenting Stakeholder with respect to this Agreement (or any breach thereof), and (c) no Consenting Stakeholder shall, nor shall any action taken by a Consenting Stakeholder pursuant to this Agreement, be deemed to be acting in concert or as any group with any other Consenting Stakeholder with respect to the obligations under this Agreement nor shall this Agreement create a presumption that the Consenting Stakeholders are in any way acting as a group. All rights under this Agreement are separately granted to each Consenting Stakeholder by the Company Parties and vice versa, and the use of a single document is for the convenience of the Company Parties. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CURO GROUP HOLDINGS CORP.

By: ______________________________
Name: Douglas D. Clark
Title: Chief Executive Officer

CURO FINANCIAL TECHNOLOGIES CORP.
CURO INTERMEDIATE HOLDINGS CORP.
CURO MANAGEMENT, LLC
FIRST HERITAGE CREDIT, LLC
FIRST HERITAGE CREDIT OF ALABAMA, LLC
FIRST HERITAGE CREDIT OF LOUISIANA, LLC
FIRST HERITAGE CREDIT OF MISSISSIPPI, LLC
FIRST HERITAGE CREDIT OF SOUTH CAROLINA, LLC
FIRST HERITAGE CREDIT OF TENNESSEE, LLC
SOUTHERNCO, INC.

By: ______________________________
Name: Douglas D. Clark
Title: President

ENNOBLE FINANCE, LLC

By: Curo Intermediate Holdings Corp.
Its: Sole Member

By: ______________________________
Name: Douglas D. Clark
Title: President

CURO COLLATERAL SUB, LLC
CURO VENTURES, LLC
CURO CREDIT, LLC
AD ASTRA RECOVERY SERVICES, INC.
ATTAIN FINANCE, LLC
HEIGHTS FINANCE HOLDING CO.
SOUTHERN FINANCE OF SOUTH CAROLINA, INC.
SOUTHERN FINANCE OF TENNESSEE, INC.
COVINGTON CREDIT OF ALABAMA, INC.
QUICK CREDIT CORPORATION
COVINGTON CREDIT, INC.
COVINGTON CREDIT OF GEORGIA, INC.
COVINGTON CREDIT OF TEXAS, INC.
HEIGHTS FINANCE CORPORATION, an Illinois corporation
HEIGHTS FINANCE CORPORATION, a Tennessee corporation
CURO CANADA CORP.
LENDDIRECT CORP.

By: ______________________________________
Name: Gary L. Fulk
Title: President

IN WITNESS WHEREOF, each of the Consenting Stakeholders hereto has caused this Agreement to be duly executed and delivered by its respective proper and duly authorized officers on the day and year first above written as set forth on **Exhibit J** hereto.

EXHIBIT A

Company Parties

1. Curo Financial Technologies Corp.
2. Curo Intermediate Holdings Corp.
3. Curo Management, LLC
4. Curo Collateral Sub, LLC
5. CURO Ventures, LLC
6. CURO Credit, LLC
7. Ennoble Finance, LLC
8. Ad Astra Recovery Services, Inc.
9. Attain Finance, LLC
10. First Heritage Credit, LLC
11. First Heritage Credit of Alabama, LLC
12. First Heritage Credit of Louisiana, LLC
13. First Heritage Credit of Mississippi, LLC
14. First Heritage Credit of South Carolina, LLC
15. First Heritage Credit of Tennessee, LLC
16. SouthernCo, Inc.
17. Heights Finance Holding Co.
18. Southern Finance of South Carolina, Inc.
19. Southern Finance of Tennessee, Inc.
20. Covington Credit of Alabama, Inc.
21. Quick Credit Corporation
22. Covington Credit, Inc.

23. Covington Credit of Georgia, Inc.

24. Covington Credit of Texas, Inc.

25. Heights Finance Corporation, an Illinois corporation

26. Heights Finance Corporation, a Tennessee corporation

27. Curo Canada Corp.

28. LendDirect Corp.

<u>EXHIBIT B</u>

Plan

[*Refer to Exhibit A annexed to the Disclosure Statement*]

EXHIBIT C

DIP Facility Term Sheet

Final Version

CURO GROUP HOLDINGS CORP.

$70 MILLION SUPERPRIORITY SENIOR SECURED
DEBTOR-IN-POSSESSION CREDIT FACILITY TERM SHEET

The terms set forth in this Summary of Principal Terms and Conditions (the "DIP Term Sheet") are being provided on a confidential basis as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed DIP Facility (as defined below). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (the "RSA") to which this DIP Term Sheet is attached as Exhibit C, the Interim DIP Order (as defined in Schedule A attached to this DIP Term Sheet) attached as Exhibit A to this DIP Term Sheet or the Plan (as defined in the RSA) attached to the RSA as Exhibit B.

Summary of Proposed Terms and Conditions

Borrower:	CURO Group Holdings Corp., a Delaware corporation (the "Borrower" and, together with its affiliated debtors and debtors-in-possession, the "Debtors"), in its capacity as a debtor and debtor-in-possession in a case (together with the cases of the other Debtors, the "Chapter 11 Cases") to be filed under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") and jointly administered with the Chapter 11 Cases of the Guarantors.
Guarantors:	The obligations of the Borrower shall be unconditionally guaranteed, on a joint and several basis, by each other Debtor that guarantees (or is required to guarantee) the Prepetition 1L Indebtedness (each, a "Guarantor" and, collectively, the "Guarantors"). Each entity that guarantees (or is required to guarantee) the Prepetition 1L Indebtedness shall be a Guarantor and a Debtor.
DIP Lenders:	(a) OCO ($7 million) and (b) holders of Prepetition 1L Indebtedness who, on or prior to the DIP Joinder Deadline (as defined below), have (i) executed the RSA and (ii) elected to provide DIP Commitments and DIP Loans ($63 million allocated pro rata based on holdings of Prepetition First Lien Indebtedness) (the "DIP Lenders"). Notwithstanding anything herein to the contrary, each DIP Lender shall be permitted to allocate all or any portion of its DIP Commitments to any of its affiliates or any holder of Prepetition Secured Indebtedness. "Required DIP Lenders" means not fewer than two unaffiliated DIP Lenders representing more than 50% of the aggregate DIP Loan Exposure (as defined below).
DIP Agent:	Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent (together, the "DIP Agent" and, together with the DIP Lenders, the "DIP Secured Parties").
DIP Facility:	A superpriority senior secured debtor-in-possession "new money" multidraw term loan credit facility in an aggregate principal amount of $70 million (the "DIP Facility"; the DIP Lenders' commitments thereunder, the "DIP Commitments"; the loans thereunder, the "DIP Loans" and, the outstanding DIP

	Loans together with the outstanding DIP Commitments as of any time, the "DIP Loan Exposure"; the DIP Lenders' claims thereunder, the "DIP Claims"), of which (i) an amount of no more than $25 million will be drawn in a single drawing upon the entry of the Interim DIP Order (such initial draw, the "Initial Draw"), (ii) an amount of, together with the amount of the Initial Draw, no more than $50 million will be drawn in a single drawing upon entry of the Final DIP Order and the satisfaction or waiver of the other conditions precedent to subsequent draws (such additional draw, the "Second Draw") and (iii) subject to the consent of the Required DIP Lenders, an additional amount of no more than $20 million may be drawn in up to two drawings, each of no more than $10 million, upon entry of the Final DIP Order and the satisfaction or waiver of the other conditions precedent to subsequent draws (the "Delayed Draws"), in each case, subject to the terms and conditions set forth in this DIP Term Sheet and the DIP Loan Documents.
Documentation:	The DIP Facility will be evidenced by a credit agreement (the "DIP Credit Agreement") based upon the Prepetition 1L Credit Agreement, consistent with this DIP Term Sheet and otherwise in form and substance reasonably satisfactory to the Borrower and the Required Backstop Parties, with such modifications as are necessary to reflect the nature of the DIP Facility as a debtor-in-possession facility, including appropriate qualifications to reflect the commencement and continuation of the Chapter 11 Cases, the events leading up to the Chapter 11 Cases, the effect of the bankruptcy, the conditions in the industry in which the Borrower operate as existing on the Closing Date (as defined below) for the DIP Facility and/or the consummation of transactions contemplated by the Debtors' "first day" pleadings, and to reflect operational and other matters reasonably acceptable to the Required Backstop Parties and the Debtors (the foregoing, the "Documentation Principles"), security documents, guarantees and other legal documentation (collectively, together with the DIP Credit Agreement, the "DIP Loan Documents"), which DIP Loan Documents shall be in form and substance consistent with the Documentation Principles, this DIP Term Sheet and otherwise reasonably satisfactory to the Required Backstop Parties and the Debtors.
Backstop Commitments	The Backstop Commitment Parties shall backstop the DIP Facility, as set forth in Section 4.03 of the RSA. "Required Backstop Parties" means not fewer than two unaffiliated Backstop Commitment Parties representing more than 50% of the aggregate Backstop Commitments.
DIP Commitments / Allocation	Following the execution of the RSA, the opportunity to provide DIP Commitments shall be made available, on terms and pursuant to procedures reasonably satisfactory to the Debtors and the Required Backstop Parties, to each holder of Prepetition 1L Indebtedness, so long as such holder executes a joinder to the RSA and elects to provide DIP Commitments prior to a date to be determined by the Debtors, with the consent of the Required Backstop Parties, which date shall be prior to April 8, 2024 (such date, the "DIP Joinder Deadline" and each such holder, an "Additional DIP Lender"). Following entry of the Final DIP Order, the DIP Commitments in respect of the Second Draw will be allocated among the DIP Lenders such that, assuming that the Second Draw is

drawn in full, (a) OCO (and its assignees) shall hold 10% of the aggregate amount of DIP Loans and (b) the remaining aggregate amount of DIP Loans shall be allocated among the DIP Lenders (and their respective assignees) on a *pro rata* basis relative to the principal amount of Prepetition 1L Indebtedness held by each DIP Lender (or its assignors) as of the date of the RSA. The DIP Commitments in respect of the Delayed Draw shall be allocated (x) 10% to OCO (and its assignees) and (y) 90% to other DIP Lenders (and their respective assignees) on a *pro rata* basis relative to the principal amount of Prepetition 1L Indebtedness held by each DIP Lender (or its assignors) as of the date of the RSA. In connection with the DIP Allocation, the DIP Commitments of the Backstop Commitment Parties shall be reduced by the amount of DIP Commitments allocated to the Additional DIP Lenders, which reduction shall be applied *pro rata* among the Backstop Commitment Parties based on their Backstop Commitments.

The Debtors, the Backstop Commitment Parties and the Additional DIP Lenders shall use commercially reasonable efforts to effect the DIP Allocation prior to the Second Draw and shall cooperate with each other and the DIP Agent with respect to the DIP Allocation.

If the DIP Allocation does not occur prior to the date upon which all conditions precedent to the Second Draw as set forth herein and in the DIP Credit Agreement relating to such borrowing are satisfied and such borrowing is to occur, then the Backstop Commitment Parties and the Debtors shall use commercially reasonable efforts to effectuate the DIP Allocation (including by way of assignment of funded DIP Loans) as soon as reasonably possible after such borrowing, it being agreed that the failure of the DIP Allocation to occur prior to the Second Draw shall not affect the availability or amount of the Second Draw.

DIP Conversion:

On the effective date of the Plan, the principal amount of outstanding DIP Loans and all other amounts outstanding under the DIP Facility (except as expressly stated herein) shall be exchanged for an equivalent principal amount of the First-Out Takeback Term Loans as set forth in the Plan (and undrawn commitments with respect to the Delayed Draws shall be exchanged into commitments to fund delayed-draw First-Out Takeback Term Loans as set forth in the Plan), which First-Out Takeback Term Loans shall be subject to definitive documentation consistent with the RSA and the Plan.

Maturity:

Unless converted to First-Out Takeback Term Loans (or, with respect to undrawn Delayed Draw commitments, commitments to fund delayed-draw First-Out Takeback Term Loans) pursuant to the Plan, all obligations under the DIP Loan Documents will be due and payable (and all commitments thereunder will terminate) in full in cash on the earliest of: (a) the date that is six (6) months after the Petition Date; (b) 45 calendar days after the Petition Date if the Final DIP Order has not been entered by such date; (c) the date of acceleration of such obligations in accordance with the DIP Credit Agreement and the other DIP Loan Documents; (d) the effective date of any plan of reorganization or liquidation in the Chapter 11 Cases; (e) the date on which the sale of all or substantially all of the Debtors' assets is consummated; (f) the date on which termination of the RSA occurs; (g) the date the Bankruptcy Court converts any

	of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (h) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases; and (i) the date an order is entered in any Chapter 11 Case appointing a Chapter 11 trustee or examiner with enlarged powers.
Amortization:	None.
Budget:	The "Budget" shall consist of a 13-week cash flow budget setting forth all forecasted receipts and disbursements on a weekly basis for such 13-week period beginning as of the week of the Petition Date, broken down by week, including the anticipated weekly uses of the DIP Proceeds for such period and draws under the DIP Facility, which shall include, among other things, available cash, cash flow, trade payables and ordinary course expenses, total expenses and capital expenditures, fees and expenses relating to the DIP Facility, fees and expenses related to the Chapter 11 Cases (including professional fees), and working capital and other general corporate needs. The initial Budget shall be prepared by the Borrower and shall be in form and substance reasonably acceptable to the Required Backstop Parties, and such Budget shall be updated and supplemented in the manner required pursuant to the "Financial Reporting" section below.
Use of Proceeds:	The DIP Loans (other than the proceeds of the Delayed Draws) shall be used solely in accordance with the Budget (subject to permitted variances), and the terms and conditions of the DIP Credit Agreement, the Interim DIP Order, and the Final DIP Order, including to (i) provide working capital and for other general corporate purposes of the Debtors, (ii) fund the costs of the administration of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court for payment, including without limitation amounts paid pursuant to customary "first day" orders, and (iii) fund interest, fees, and other payments contemplated in respect of the DIP Facility, in each case to the extent applicable. The proceeds of the Delayed Draws shall be used solely in accordance with the Budget (subject to permitted variances) to fund expansion of the business of the Debtors.
Interest:	S + 10.00% (payable in kind and subject to a 2.50% SOFR floor) Any overdue amounts in respect of the DIP Loans and all other DIP Obligations will automatically bear interest at the otherwise prevailing interest rate *plus* an additional 2.00% *per annum* (the "Default Rate").
Backstop Fee:	In exchange for the Backstop Commitments, the Backstop Commitment Parties shall receive a premium equal to 5.00% of the initial Backstop Commitments (the "Backstop Premium"), which shall be fully earned upon entry of the Interim DIP Order and paid (i) to the extent the Plan is consummated, in equity of Reorganized Curo at a 25% discount to the implied equity value provided by the Plan upon effectiveness of the Plan, and (ii) otherwise in cash upon payment in full of the DIP Claims, in each case ratably based on each of the Backstop Commitment Parties' respective Backstop Commitments. For the avoidance of doubt, only the Backstop Commitment Parties shall be entitled to receive the Backstop Premium.

	Any fronting / seasoning fees incurred by the DIP Lenders will be paid out of the proceeds of the DIP Loans.
Voluntary Prepayments:	Prepayable at any time and from time to time, in whole or in part, without premium or penalty.
Mandatory Prepayments:	The DIP Credit Agreement will contain customary mandatory prepayment events for financings of this type consistent with the Documentation Principles and other events agreed to by the Required Backstop Parties and the Borrower ("Mandatory Prepayments"), consisting of prepayments from proceeds of (i) insurance and condemnation proceeds, (ii) debt issuances that are not permitted under the DIP Loan Documents, and (iii) the sale or other disposition of assets outside the ordinary course of business (which, for the avoidance of doubt, shall not include transfers of loan receivables in connection with the Securitization Facilities), in each case, received by a Borrower or any of the Guarantors and subject to exceptions to be agreed.
DIP Collateral:	Subject to customary exceptions and to the Carve-Out, the DIP Facility shall be secured by: (a) priming, automatically perfected first priority (subject to Prepetition Priming Liens) liens and security interests on all collateral securing the Prepetition Secured Indebtedness (such collateral, the "Prepetition Collateral"); (b) automatically perfected first priority liens and security interests on all property of the Debtors that is not subject to valid, perfected and non-avoidable liens as of the Petition Date and the proceeds thereof; and (c) automatically perfected junior liens and security interests on all property of the Debtors that is subject to valid, perfected and non-avoidable liens in existence as of the Petition Date, other than liens securing the Prepetition Secured Indebtedness ("Prepetition Priming Liens") ((a) through (c) collectively, the "DIP Collateral"); *provided further* that no such liens or security interests shall be granted on any receivables or related assets, or proceeds thereof, transferred to, or constituting collateral of, the Securitization Facilities (as defined below) (as in effect on the date hereof). All DIP Liens authorized and granted pursuant to the DIP Orders shall be deemed valid, binding, enforceable, effective and automatically perfected and non-avoidable as of the Petition Date, and no further filing, notice, or act under applicable law or otherwise will be required to effect such perfection. The DIP Lenders, or the DIP Agent, acting upon the instruction of the Required DIP Lenders, shall be permitted, but not required, to make any filings, deliver any notices, make recordations, perform any searches or take any other acts as may be necessary under state law or other applicable law in order to enforce the security, perfection or priority of the DIP Liens and the DIP Loans.
Adequate Protection:	Pursuant to sections 361, 363(c), 363(e) and 364(d)(1) of the Bankruptcy Code, as adequate protection of their interests in the Prepetition Collateral in light of the incurrence of the DIP Facility, the imposition of the automatic stay, and the Debtors' use of the Prepetition Collateral, the Debtors and the DIP Lenders agree to the following forms of adequate protection to be granted to the holders of the Prepetition Secured Indebtedness (the "Adequate Protection"): (a) valid, binding, enforceable and perfected replacement liens on and security interests in the DIP Collateral (the "Adequate Protection Liens"), which Adequate

Protection Liens shall be junior and subordinate only to (i) the Carve-Out, (ii) the DIP Liens, (iii) the Prepetition Priming Liens, (iv) in the case of the Prepetition 1.5L Indebtedness and the Prepetition 2L Indebtedness, the Adequate Protection Liens in favor of holders of the Prepetition 1L Indebtedness, and (v) in the case of the Prepetition 2L Indebtedness, the Adequate Protection Liens in favor of the holders of the Prepetition 1.5L Indebtedness; (b) superpriority administrative expense claims as provided by section 507(b) of the Bankruptcy Code (the "Adequate Protection Superpriority Claims"), which Adequate Protection Superpriority Claims shall be junior only to (i) the Carve-Out, (ii) the DIP Claims, (iii) in the case of the Prepetition 1.5L Indebtedness and the Prepetition 2L Indebtedness, the Adequate Protection Superpriority Claims in favor of the holders of the Prepetition 1L Indebtedness, and (iv) in the case of the Prepetition 2L Indebtedness, the Adequate Protection Superpriority Claims in favor of the holders of the Prepetition 1.5L Indebtedness; (c) for the benefit of the holders of Prepetition 1L Indebtedness, payment in cash of all reasonable and documented out-of-pocket fees and expenses (to the extent consistent with the terms of the applicable engagement or reimbursement letters, if any) of Alter Domus (US) LLC, as administrative agent and collateral agent under the Prepetition 1L Credit Agreement, and the Ad Hoc Group (including all reasonable and documented fees and expenses of Wachtell, Lipton, Rosen & Katz, Houlihan Lokey, Ernst & Young, Texas counsel to the Ad Hoc Group, Canadian counsel to the Ad Hoc Group and such other advisors as are necessary and appropriate and reasonably acceptable to the Debtors), in each case that have accrued as of the Petition Date upon entry of the Interim DIP Order and, thereafter, within ten (10) calendar days of presentment of invoices; and (d) financial and other periodic reporting substantially in compliance with the Prepetition 1L Credit Agreement and as required under the DIP Credit Agreement.

Carve Out:

"Carve-Out" shall mean the sum of: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee, (ii) all reasonable fees and expenses incurred by a chapter 7 trustee under section 726(b) of the Bankruptcy Code in an amount not to exceed $50,000, (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code (collectively, the "Debtor Professionals") and the official committee of unsecured creditors (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following the delivery of a Trigger Notice, whether allowed by the Bankruptcy Court prior to or after delivery of a Trigger Notice and (iv) Allowed Professional Fees of Debtor Professional incurred after the first business day following the delivery of a Trigger Notice, in an amount not to exceed $2,000,000, to the extent allowed at any time (the "Post-Carve Out Trigger Notice Cap"), in each case subject to the limits imposed by the DIP Orders.

"Trigger Notice" shall mean a written notice delivered by the DIP Agent describing the event of default that is alleged to continue under the DIP Loan Documents and stating that the Post-Carve Out Trigger Notice Cap has been

invoked.

Warehouse/Securitization Facilities:

For the avoidance of doubt, the DIP Collateral shall not include any Transferred Receivables Assets (as defined in the form of Interim DIP Order attached as Exhibit A to this DIP Term Sheet). The DIP Claims against the servicer, subservicer and originator entities under the Securitization Facilities shall be *pari passu* with the superpriority claims against such entities granted in connection with the Securitization Facilities, which shall be limited to claims under the Securitization Facilities (as in effect on the date hereof and subsequently amended in accordance with the terms hereof), including claims with respect to any required repurchase obligations, permitted repurchases or substitutions, required expense reimbursements and such other customary representations, warranties, covenants and indemnities agreed to by such entities under the Securitization Facilities (as in effect on the date hereof and subsequently amended in accordance with the terms hereof) (provided that such claims in connection with the Securitization Facilities are granted only against the servicers, subservicers and originators in respect of such facilities).

"Securitization Facilities" means the warehouse/securitization facilities (or any new or replacement warehouse/securitization facilities) entered into by the Borrower or any of its Subsidiaries, including without limitation:

(i) the non-recourse facility established by that certain Credit Agreement, dated as of July 13, 2022, among First Heritage Financing I, LLC, as borrower ("First Heritage"), First Heritage Credit, LLC, as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Credit Suisse AG, New York Branch, as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as paying agent, image file custodian, backup servicer and collateral agent, and Wilmington Trust, National Association, as borrower loan trustee ("First Heritage Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 13, 2022, among First Heritage, First Heritage Credit, LLC, the originators from time to time party thereto and the First Heritage Loan Trustee, as amended, amended and restated, supplemented, replaced or otherwise modified from time to time (the "First Heritage SPV Facility");

(ii) the non-recourse facility established by that certain Credit Agreement, dated as of July 15, 2022, among Heights Financing I, LLC, as borrower ("Heights I"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Credit Suisse AG, New York Branch, as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as

paying agent, image file custodian, backup servicer and collateral agent, and Wilmington Trust, National Association, as borrower loan trustee ("Heights I Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 15, 2022, among Heights I, SouthernCo, Inc., the originators from time to time party thereto and the Heights I Loan Trustee, as amended, amended and restated, supplemented, replaced or otherwise modified from time to time (the "Heights I SPV Facility");

(iii) the non-recourse facility established by that certain Credit Agreement, dated as of November 3, 2023, among Heights Financing II, LLC, as borrower ("Heights II"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Midtown Madison Management LLC, as administrative agent, structuring and syndication agent, collateral agent and paying agent, Systems & Services Technologies, Inc., as backup servicer and image file custodian, and Wilmington Trust, National Association, as borrower loan trustee ("Heights II Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of November 3, 2023, among Heights II, SouthernCo, Inc., the originators and other entities from time to time party thereto and the Heights II Loan Trustee, as amended, amended and restated, supplemented, replaced or otherwise modified from time to time (the "Heights II SPV Facility");

(iv) the non-recourse facility established by that certain Second Amended and Restated Asset-Backed Revolving Credit Agreement, dated as of November 12, 2021, among Curo Canada Receivables Limited Partnership, as borrower ("Canada I SPV"), by its general partner, Curo Canada Receivables GP Inc. ("Canada I GP"), the lenders party thereto and Waterfall Asset Management, LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Second Amended and Restated Sale and Servicing Agreement dated as of November 12, 2021, among Canada I SPV, Canada I GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented, replaced or otherwise modified from time to time (the "Canada I SPV Facility"); and

(v) the non-recourse facility established by that certain Asset-Backed Revolving Credit Agreement, dated as of May 12, 2023, among

Curo Canada Receivables II Limited Partnership, as borrower ("Canada II SPV"), by its general partner, Curo Canada Receivables II GP Inc. ("Canada II GP"), the lenders party thereto and Midtown Madison Management LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Sale and Servicing Agreement dated as of May 12, 2023, among Canada II SPV, Canada II GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented, replaced or otherwise modified from time to time (the "Canada II SPV Facility").

DIP Orders:

The Interim DIP Order shall be in substantially the form of Exhibit A attached to this DIP Term Sheet and otherwise subject to the consent rights set forth in Section 3.02 of the RSA. The Final DIP Order shall contain customary modifications to the Interim DIP Order to reflect the final nature of the approval set forth therein and shall otherwise be subject to the consent rights set forth in Section 3.02 of the RSA.

Conditions Precedent to Closing Date and the Initial Draw:

The closing date under the DIP Facility (the "Closing Date") and the Initial Draw shall be subject only to the conditions set forth on Schedule A attached to this DIP Term Sheet and the Draw Conditions (as defined below).

Conditions Precedent to the Second Draw and the Delayed Draws:

The Second Draw and the Delayed Draws shall be subject only to the conditions set forth on Schedule B attached to this DIP Term Sheet, the Draw Conditions (as defined below) and, solely with respect to the Delayed Draws, the consent of the Required DIP Lenders.

Conditions Precedent to Each Draw:

On each date of the Initial Draw, the Second Draw or a Delayed Draw, as applicable, (i) immediately after giving effect to the Initial Draw, the Second Draw or the applicable Delayed Draw, as applicable, no default or event of default under the DIP Loan Documents shall have occurred and be continuing, (ii) each of the representations and warranties set forth in the DIP Loan Documents shall be true and correct in all material respects on and as of the date of the Initial Draw, the Second Draw or the applicable Delayed Draw, as applicable, with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); provided that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects and (iii) the DIP Agent shall have received a borrowing notice in accordance with the DIP Loan Documents (collectively, the "Draw Conditions").

Financial Reporting:

Usual and customary for debtor-in-possession financings of this type and in form and substance acceptable to the Debtors and the Required Backstop Parties, including, but not limited to, (i) updates of the Budget every 4 weeks (updated Budget to be acceptable to Required DIP Lenders) with the first such

update due on April 19, 2024, (ii) a bi-weekly report (with the first such report due on April 11, 2024 with respect to the period ending April 5, 2024 and thereafter 4 business days after the end of each succeeding two-week period ending on Friday of the applicable calendar week) comparing the Budget for the most recently ended Test Period to actual results for such Test Period for each line item in a form to be attached to the DIP Credit Agreement and otherwise reasonably acceptable to the Required DIP Lenders and the Debtors, with management commentary on any individual line item with a positive or negative variance of 10.0% or more as compared to the Budget (unless the dollar amount corresponding to such percentage variance is less than $1,000,000, in which case no management commentary shall be required); (iii) monthly delivery (within 5 calendar days after the end of the applicable calendar month) of operating reports for the Debtors in a form consistent with the reports that have been provided to holders of the Prepetition First Lien Indebtedness prior to the date hereof (subject to such modifications agreed with the Required Backstop Parties), (iv) quarterly and annual financial reporting consistent with the Credit Agreement and (v) commercially reasonable efforts to report (which reports may be delivered by email) unrestricted cash of the Borrower and its Subsidiaries as of end of each calendar day within 24 hours of the end of such day; provided that such cash balance is solely based on the online viewing of the Borrower and its Subsidiaries' bank accounts and may not include cash in transit.

Financial Covenants:

To consist of (i) minimum liquidity covenants with thresholds of (A) $40 million (with liquidity defined as (1) unrestricted cash and cash equivalents *plus* (2) undrawn DIP Commitments) and (B) $30 million (with liquidity defined as unrestricted cash and cash equivalents), each tested as of the last business day of each calendar week and (ii) any financial covenants contained and tested in the Securitization Facilities (as then in effect) with respect to the Borrower and its consolidated subsidiaries (excluding, for the avoidance of doubt, covenants with respect to the performance of the loan receivables and related assets thereunder) after giving effect to any amendment, waiver or forbearance then in effect (it being understood that to the extent any Securitization Facility is subject to forbearance, the financial covenants contained in such Securitization Facility shall be deemed to be the financial tests the breach of which shall trigger the termination of such forbearance).

Budget Variance Covenant:

The Debtors' actual cumulative cash flow, based on actual "Operating Disbursements" (which shall not include professional fees) and actual "Operating Receipts", during each Test Period shall not be less than 85% of the projected cumulative cash flow, based on projected "Operating Disbursements" (which shall not include professional fees) and projected "Operating Receipts", for such Test Period as set forth in the Budget.

"Test Period" shall mean, with respect to actual cash receipts and operating cash disbursements, (x) initially, the four-week period following the Petition Date and (y) thereafter, each rolling four-week period ending two weeks after the last day of the previous Test Period.

Other Covenants:

The DIP Loan Documents shall contain reporting requirements and affirmative and negative covenants customarily found in loan documents for similar debtor-

	in-possession financings and otherwise reasonably agreed by the Borrower and the Required Backstop Parties; provided that such covenants shall be subject to (i) limited general baskets and (ii) baskets sufficient to permit the Securitization Facilities (as in effect on the date hereof, with any amendments, supplements or other modifications thereto subject to the approval of the Required DIP Lenders). Such negative covenants shall include a prohibition on amending the Securitization Facilities, as amended by the Securitization Facility Amendments, other than (i) any such amendment or waiver that solely benefits the Borrower and its Subsidiaries (including amendments that solely make terms less restrictive to Borrower and its Subsidiaries) and (ii) any supplements entered into pursuant to the terms of the Securitization Facilities (as amended by the Securitization Facility Amendments).
Indemnification; Expenses:	The DIP Loan Documents will contain standard indemnification and expense reimbursement provisions in favor of the DIP Agent and the DIP Lenders (provided that the DIP Lenders shall not be entitled to reimbursement for more than one primary counsel (which shall be counsel to the Ad Hoc Group), local counsel or financial advisor (which shall be the financial advisor to the Ad Hoc Group), absent agreed circumstances), without any obligation for such parties to seek Bankruptcy Court approval or otherwise comply with any applicable U.S. Trustee Guidelines, but consistent with requests for reimbursement as adequate protection.
Representations & Warranties:	Usual and customary for debtor-in-possession financings, but generally based on those set forth in the Prepetition 1L Credit Agreement, subject to customary modifications required to reflect the DIP Facility and the Chapter 11 Cases.
Milestones:	The DIP Credit Agreement will include the following milestones related to the Chapter 11 Cases (the "Milestones"): • no later than 1 business day after the Petition Date, the Debtors shall have filed the Plan and Disclosure Statement; • no later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order; • no later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered an interim order approving the Securitization Facilities, which order shall be in form and substance satisfactory to the Required DIP Lenders; • no later than 45 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order; • no later than 45 calendar days after the Petition Date, the Bankruptcy Court shall have entered a final order approving the Securitization Facilities, which order shall be in form and substance satisfactory to the Required DIP Lenders; • no later than 50 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order confirming the Plan and approving the Disclosure Statement; and • no later than 120 calendar days after the Petition Date, the effective date of the Plan shall have occurred.

Events of Default:	Usual and customary for debtor-in-possession financings and other events of default agreed to by the Borrower and the Required Backstop Parties ("Events of Default"). The DIP Credit Agreement shall provide for customary remedies for an Event of Default that remains uncured including, but not limited to, the accrual of interest at the Default Rate and relief from the automatic stay on customary terms for the Bankruptcy Court.
Releases and Stipulations:	Subject to entry of the Interim DIP Order, but subject to a customary "challenge" period, the Debtors will provide in the Interim DIP Order customary stipulations as to the validity, perfection, enforceability, and binding nature of the Prepetition Secured Indebtedness and the security interests in and liens on the Prepetition Collateral in favor thereof and releases of any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, or obligations related to or arising out of the Prepetition Secured Indebtedness.
Waivers:	The Interim DIP Order shall include in respect of the DIP Obligations, the DIP Collateral, and the DIP Secured Parties, and the Final DIP Order shall include, in respect of the Prepetition Secured Indebtedness, the Prepetition Collateral, and the Prepetition Secured Parties, as applicable, (i) a waiver of the "equities of the case" exception to section 552(b) of the Bankruptcy Code, (ii) a waiver of the ability to surcharge the DIP Collateral and Prepetition Collateral, including under section 506(c) of the Bankruptcy Code, and (iii) a waiver of the equitable doctrine of "marshaling" with respect to the DIP Collateral and Prepetition Collateral.
DIP Fees:	In addition to the Backstop Fee, the Debtors shall pay to all DIP Lenders, ratably, (i) an upfront fee of 3.00% of all amounts drawn under the DIP Facility, payable in kind, and (ii) an exit fee of 10.00% of the aggregate principal amount of the DIP Facility (including any amounts paid in kind), (a) in the case of the consummation of the Plan and the conversion of the DIP Loans, with 5.00% payable in kind as additional Takeback Term Loans and 5.00% payable in equity of Reorganized Curo at a 25% discount to implied Plan equity value, and (b) otherwise, payable in cash upon satisfaction in full of the DIP Claims.
Credit Bidding:	The Interim DIP Order and the Final DIP Order shall provide that, in connection with any sale of any of the Debtors' assets under section 363 of the Bankruptcy Code or otherwise, the Required DIP Lenders shall have the right to instruct the DIP Agent to credit bid all or a portion of the amounts outstanding under the DIP Facility (including any accrued interest and fees) in accordance with section 363(k) of the Bankruptcy Code.
Voting / Amendments:	Amendments shall require the consent of the Required DIP Lenders except for amendments customarily requiring approval by all affected DIP Lenders; *provided* that, for the avoidance of doubt, release of all or substantially all of the

	Collateral or all or substantially all of the value of the Guarantees provided by the Borrower and the Guarantors taken as a whole shall require the prior written consent of each DIP Lender.
Miscellaneous:	The DIP Loan Documents will include (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) customary agency, set-off and sharing language agreed upon by the Borrower and the Required Backstop Parties.
Governing Law:	New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the State of New York (and, to the extent applicable, the Bankruptcy Code).

SCHEDULE A

CONDITIONS PRECEDENT TO CLOSING DATE AND THE INITIAL DRAW

Capitalized terms used in this Schedule A but not defined herein shall have the meanings set forth in the RSA or the DIP Term Sheet to which this Schedule A is attached.

The occurrence of the Closing Date and the Initial Draw shall be subject to the following conditions precedent:

1. (i) An interim order approving the DIP Facility in substantially the form attached as Exhibit A to this DIP Term Sheet and otherwise subject to the consent rights in Section 3.02 of the RSA (the "Interim DIP Order") shall have been entered by the Bankruptcy Court and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required Backstop Parties and (ii) no motion for reconsideration of the Interim DIP Order shall have been timely filed by any Debtor or any subsidiary thereof.

2. The DIP Agent shall have received from the Borrower and each of the Guarantors (i) a counterpart of the DIP Loan Documents to be executed on the Closing Date to which the Borrower or such Guarantor is a party signed on behalf of such party or (ii) written evidence reasonably satisfactory to the DIP Agent (which may include delivery of signed signature page(s) by facsimile or other means of electronic transmission (e.g., "pdf" or DocuSign)) that such party has signed a counterpart thereof, which DIP Loan Documents shall be in form and substance consistent with the DIP Term Sheet and otherwise reasonably satisfactory to the Borrower and the Required Backstop Parties.

3. The DIP Agent shall have received a certificate of the Secretary or Assistant Secretary or Director or similar officer or authorized signatory of the Borrower and each of the Guarantors, dated as of the Closing Date and certifying a copy of resolutions duly passed or adopted by the Board of Directors (or equivalent governing body or committee thereof) of the Borrower or such Guarantor (or its members, managing general partner or managing member), authorizing the execution, delivery and performance of the DIP Loan Documents dated as of the Closing Date to which such person is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect on the Closing Date.

4. The absence of any event, circumstance or condition occurring since the date hereof that has had, or would reasonably be expected to have, a material and adverse effect on (a) the business or condition (financial or otherwise), performance, properties, contingent liabilities or material agreements of the Borrower and each Subsidiary, taken as a whole, (b) the ability of the Borrower and the Guarantors, taken as a whole, to perform their payment obligations under the DIP Loan Documents or (c) the rights and remedies of the DIP Agent and the DIP Lenders under the DIP Loan Documents, in each case under clauses (a) and (b), excluding (i) any matters publicly disclosed in writing or disclosed to the DIP Agent and the DIP Lenders in writing prior to the Agreement Effective Date (as

defined in the RSA), (ii) any matters disclosed in any first day pleadings or declarations filed in the Chapter 11 Cases, (iii) the filing of the Chapter 11 Cases, (iv) the events and conditions related and/or leading up to the filing of the Chapter 11 Cases and the effects resulting from, or related to, the filing of the Chapter 11 Cases or such events and conditions related and/or leading up thereto, and (v) the continuation and prosecution of the Chapter 11 Cases, including, without limitation, any action required to be taken under the DIP Loan Documents, the DIP Orders or the RSA (any of the foregoing in clauses (a) through (c), subject to the exclusions specified in clauses (i) through (v), being a "Material Adverse Change").

5. All necessary governmental and third party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained (without the imposition of any materially adverse conditions that are not acceptable to the Required Backstop Parties) and shall remain in effect; and the making of the loans under the DIP Facility shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently.

6. The DIP Agent, the DIP Lenders and the fronting lender, if any, shall have received all fees payable hereunder or under any DIP Loan Documents on or prior to the Closing Date and, to the extent invoiced at least one (1) business day prior to the Closing Date and required to be paid under the DIP Loan Documentation and the Interim DIP Order on or prior to the Closing Date, reimbursement or payment of all reasonable and documented out-of-pocket expenses (including, without limitation, the reasonable and documented fees and out-of-pocket expenses of (a) Wachtell, Lipton, Rosen & Katz, counsel to the Ad Hoc Group and to the DIP Agent and (b) such other advisors as are necessary or appropriate, shall be paid (or will be paid from the proceeds of the DIP Loans).

7. The RSA shall be in full force and effect and shall not have been amended or modified in a fashion that is materially adverse to the DIP Lenders and no event permitting termination of the RSA with respect to the Consenting Stakeholders pursuant to Section 11.01 of the RSA shall have occurred and be continuing, in each case, unless consented to by the Required Backstop Parties.

8. To the extent requested at least ten (10) business days before the Closing Date, the Borrower shall have provided to the DIP Agent and the fronting lender, if any, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the USA PATRIOT Act, in each case at least three (3) business days prior to the Closing Date.

9. At least three days in advance of the Closing Date, the DIP Agent and the fronting lender, if any, shall have received a beneficial ownership certificate in relation to any Borrower or Guarantor to the extent the Borrower or such Guarantor qualifies as a "legal entity customer".

10. The Backstop Commitment Parties shall have received the Budget and, except as reasonably acceptable to the Required Backstop Parties, such Budget shall be

substantially consistent with the budget attached as Exhibit 1 to the form of Interim DIP Order attached as Exhibit A to this DIP Term Sheet.

11. The DIP Agent shall have received a customary certificate of a financial officer of the Borrower satisfactory to the Required Backstop Parties (it being understood, that a certificate substantially consistent with the equivalent certificate delivered in connection with the First Lien Credit Agreement shall be considered satisfactory), dated as of the Closing Date and confirming compliance with the conditions precedent set forth in this Schedule A (other than any matters which are to be delivered by, provided by, or subject to the satisfaction of, any party other than the Borrower and the Guarantors) and the Draw Conditions.

12. The Chapter 11 Cases shall have been commenced by the Debtors and the same shall each be a debtor and a debtor-in-possession.

13. The Chapter 11 Cases of the Debtors shall not have been dismissed or converted to cases under Chapter 7.

14. No trustee under chapter 7 or chapter 11 shall have been appointed in the Chapter 11 Cases.

15. After giving effect to the Interim DIP Order, the DIP Agent shall have a valid and perfected lien on and security interest in the DIP Collateral in the manner and with the priority set forth in this DIP Term Sheet.

16. (a) Amendments and waivers with respect to each of the Securitization Facilities, providing for continued performance under such Securitization facilities both during the Chapter 11 Cases and following the effective date of the Plan, in form and substance satisfactory to the Required Backstop Parties (the "Securitization Facility Amendments"), (i) shall have been entered into by all parties thereto, (ii) shall remain in full force and effect and (iii) shall not have been amended or modified and (b) no default, event of default or other similar event shall have occurred and be continuing under any of the Securitization Facilities, as amended by the Securitization Facility Amendments, in each case without the consent of the Required Backstop Parties.

17. Any orders approving the Securitization Facilities (including, without limitation, any amendments, supplements or other modifications thereto and any forbearance arrangements with respect thereof) shall be in form and substance satisfactory to the Required Backstop Parties.

SCHEDULE B

CONDITIONS PRECEDENT TO THE SECOND DRAW AND THE DELAYED DRAWS

Capitalized terms used in this Schedule B but not defined herein shall have the meanings set forth in the RSA or the DIP Term Sheet to which this Schedule B is attached.

The Second Draw and the Delayed Draws shall be subject to the following conditions precedent:

1. (i) A final order approving the DIP Facility, which shall contain customary modifications to the Interim DIP Order to reflect the final nature of the approval set forth therein and shall otherwise be reasonably acceptable to the Required DIP Lenders (the "Final DIP Order"), shall have been entered by the Bankruptcy Court and shall not have been vacated, reversed, modified, amended or stayed in any respect without the consent of the Required DIP Lenders and (ii) no motion for reconsideration of the Final DIP Order shall have been timely filed by any Debtor or any subsidiary thereof.

2. The RSA shall be in full force and effect and shall not have been amended or modified in a fashion that is materially adverse to the DIP Lenders and no event permitting termination of the RSA with respect to the Consenting Stakeholders pursuant to Section 11.01 of the RSA shall have occurred and be continuing, in each case, unless consented to by the Required DIP Lenders.

3. (a) The Securitization Facility Amendments, (i) shall have been entered into by all parties thereto, (ii) shall remain in full force and effect and (iii) shall not have been amended or modified and (b) no default, event of default or other similar event shall have occurred and be continuing under any of the Securitization Facilities, as amended, supplemented or otherwise modified by such amendments and waivers, in each case without the consent of the Required DIP Lenders.

4. Any orders approving the Securitization Facilities (including, without limitation, any amendments, supplements or other modifications thereto and any forbearance arrangements with respect thereof) shall be in form and substance satisfactory to the Required DIP Lenders.

EXHIBIT A

INTERIM DIP ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-_______ (___)
Debtors.[1]	)	(Joint Administration Requested) (Emergency Hearing Requested)

INTERIM ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) AUTHORIZING USE OF CASH COLLATERAL, (IV) MODIFYING THE AUTOMATIC STAY AND (V) SCHEDULING A FINAL HEARING

Upon the motion (the "Motion")[2] of the above-referenced debtors, as debtors in possession (collectively, the "Debtors") in the above-captioned cases (the "Cases"), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), 503, 506, 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2002-1, 4001-2, 7007-1, 9013-1, 9013-4 and 9014-2 of the Local Rules (the "Bankruptcy Local Rules") of the United States Bankruptcy Court for the Southern District of Texas (the "Court") and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures") seeking, among other things:

(a) authorization for CURO Group Holdings Corp., a Delaware corporation, as borrower (the "DIP Borrower"), to obtain, and the other Debtors[3], as guarantors

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is: 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion, the Restructuring Support Agreement or the DIP Credit Agreement, as applicable.

[3] Neither the DIP Loan Parties, nor the Guarantors, shall include LendDirect Corp. or CURO Canada Corp. (collectively, the "Canadian Debtors") and none of the provisions of the DIP Term Sheet, or the DIP Documents

(Cont'd on next page)

(each, a "Guarantor", and collectively, the "Guarantors" and the Guarantors together with the DIP Borrower the "DIP Loan Parties"), to guarantee, on a joint and several basis, the DIP Borrower's obligations under, a priming, senior secured, superpriority debtor-in-possession term loan facility in the aggregate principal amount (exclusive of capitalized fees) of $70,000,000 (the "DIP Facility", and the commitments thereunder, the "DIP Commitments", and the term loans advanced (or deemed advanced) thereunder, the "DIP Loans") under a Superpriority Senior Secured Debtor-In-Possession Credit Agreement, by and among the DIP Borrower, the Guarantors, and the DIP Secured Parties (as defined below) in form and substance substantially consistent with the DIP Term Sheet (as defined below) and otherwise reasonably acceptable to the Debtors and Required Backstop Parties (as defined in the DIP Term Sheet) (as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time pursuant to the terms thereof, the "DIP Credit Agreement"), consisting of a "new money" multidraw term loan facility in an aggregate principal amount of $70,000,000, of which (i) an initial draw amount of no more than $25,000,000 (the "Initial DIP Loans") will be made available to be drawn in a single drawing upon entry of this Interim DIP Order (together with all annexes and exhibits hereto, this "Interim DIP Order") and satisfaction of the other applicable conditions to any Initial DIP Loans set forth in the DIP Credit Agreement (such initial draw, the "Initial Draw"), (ii) an amount of, together with the amount of the Initial Draw, no more than $50,000,000 (the "Second Draw DIP Loans") will be made available to be drawn in a single drawing upon entry of the Final DIP Order (as defined below) and satisfaction of the other applicable conditions to any Second Draw DIP Loans set forth in the DIP Credit Agreement (the "Second Draw") and (iii) subject to the consent of the Required DIP Lenders, an additional amount of no more than $20,000,000 (the "Delayed Draw DIP Loans" and, together with the Initial DIP Loans and the Second Draw DIP Loans, the "DIP Loans") may be drawn in up to two drawings, each of no more than $10,000,000, upon entry of the Final DIP Order and the satisfaction or waiver of the other applicable conditions to the Delayed Draw DIP Loans set forth in the DIP Credit Agreement (the "Delayed Draws"), which shall be funded by certain Prepetition Secured Parties (as defined below) or their affiliates, related funds or permitted assignees, in their capacities as postpetition financing lenders (collectively, the "DIP Lenders"), pursuant to the terms and conditions set forth in (x) the DIP Credit Agreement, (y) the DIP Term Sheet attached as an exhibit to the RSA (as defined below) (the "DIP Term Sheet") and (z) all agreements, documents, and instruments delivered or executed in connection with the DIP Credit Agreement, in each case reasonably satisfactory in form and substance to the Debtors, Alter Domus (US) LLC, as administrative agent and collateral agent for the DIP Lenders (the "DIP Agent", and the DIP Agent, together with the DIP Lenders, the "DIP Secured Parties"), and Required Lenders (as defined in the DIP Credit Agreement) (the "Required DIP Lenders") (such agreements, documents, and instruments, including, without limitation, the DIP Credit Agreement and the DIP Term Sheet, collectively, the "DIP Documents");

(b) authorization for the Debtors to (i) execute and enter into the DIP Credit Agreement and the other DIP Documents, consistent in all respects with the DIP Term Sheet and (ii) to perform their respective obligations thereunder and to take all such other

shall apply to the Canadian Debtors, nor shall the Canadian Debtors be deemed to grant any liens or claims under the terms of the Interim DIP Order or Final DIP Order.

and further acts as may be necessary, appropriate, or desirable in connection with the DIP Credit Agreement and the other DIP Documents or the DIP Facility;

(c) grant to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, allowed superpriority administrative expense claims in each of the Cases and any successor cases, including any chapter 7 cases, with respect to the DIP Facility and all obligations and indebtedness owing thereunder and under the DIP Credit Agreement, the other DIP Documents and this Interim DIP Order (collectively, the "DIP Obligations"), subject to (i) the Superpriority Securitization Facilities Claims (as defined below), which claims shall be *pari passu* with the applicable superpriority claims granted to the DIP Agent hereunder, and (ii) the other priorities set forth herein;

(d) grant to the DIP Agent, for the benefit of itself and the other DIP Secured Parties, automatically perfected priming security interests in, and liens on, with respect to the DIP Loans, all of the DIP Collateral (as defined below), including, but not limited to, Cash Collateral (as defined below) and the Prepetition Collateral (as defined below), in each case, to secure the DIP Loans and the other DIP Obligations, subject only to the Carve Out (as defined below) and the terms and priorities set forth herein;

(e) authorization for the Debtors to incur and pay, on the terms set forth herein and in the DIP Documents, on a final and irrevocable basis, the principal, interest, premiums, fees, expenses, indemnities, and other amounts payable under this Interim DIP Order and the DIP Documents as such amounts become earned, due, and payable;

(f) authorization for the Debtors, pursuant to Bankruptcy Code sections 105, 361, 362, 363, 503 and 507 to (i) use cash collateral, as such term is defined in Bankruptcy Code section 363(a), and all other Prepetition Collateral solely in accordance with the terms of this Interim DIP Order, and (ii) grant adequate protection to the Prepetition Secured Parties to the extent of any Diminution in Value (as defined below) of their respective interests in the Prepetition Collateral (including Cash Collateral);

(g) modification of the automatic stay imposed by Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms and provisions of this Interim DIP Order and the DIP Documents;

(h) except to the extent of the Carve Out (as defined below), in respect of the Prepetition Collateral, the waiver of all rights to surcharge any Prepetition Collateral or Collateral (as defined below) under Bankruptcy Code section 506(c) or any other applicable principle of equity or law, provided that the foregoing waiver shall be without prejudice to any provisions of the Final DIP Order with respect to costs or expenses incurred following the entry of such Final DIP Order;

(i) to the extent set forth herein, for the "equities of the case" exception under Bankruptcy Code section 552(b) to not apply to any of the Prepetition Secured Parties with respect to the proceeds, products, offspring, or profits of any of the Prepetition Collateral under Bankruptcy Code section 552(b) or any other applicable principle of equity or law, provided that, with respect to the Prepetition Secured Parties, the foregoing waiver shall be without prejudice to any provisions of the Final DIP Order;

(j) that this Court schedule a final hearing (the "Final Hearing") to consider entry of a Final DIP Order granting the relief requested in the Motion on a final basis (the "Final DIP Order");

(k) waiver of any applicable stay with respect to the effectiveness and enforceability of this Interim DIP Order (including a waiver pursuant to Bankruptcy Rule 6004(h)); and

(l) granting related relief;

and the interim hearing (the "Interim Hearing") having been held by the Court on March [●], 2024; and the Final Hearing having been scheduled by the Court for [●], 2024 pursuant to Bankruptcy Rule 4001, notice of the Motion and the relief sought therein having been given by the Debtors as set forth in this Interim DIP Order; and the Court having considered the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration") and the *Declaration of Joe Stone (Oppenheimer & Co., Inc.) in Support of (A) the Debtors' DIP Financing Motion and (B) the Debtors' Securitization Facilities Motion* (the "Oppenheimer Declaration") the Motion, the Approved Budget (as defined below) filed and served by the Debtors, offers of proof, evidence adduced, and the statements of counsel at the Interim Hearing; and the Court having considered the interim relief requested in the Motion, and it appearing to the Court that granting the relief sought in the Motion on the terms and conditions herein contained is necessary to avoid immediate and irreparable harm to the Debtors and their estates and that such relief is fair and reasonable and that entry of this Interim DIP Order is in the best interest of the Debtors and their respective estates; and it appearing that the Debtors' entry into the DIP Credit Agreement and other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and due deliberation and good cause having been shown to grant the relief sought in the Motion;

IT IS HEREBY FOUND AND DETERMINED THAT:[4]

A. ***Petition Date***. On March [__], 2024 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Court.

B. ***Debtors in Possession***. Each Debtor has continued with the management and operation of its respective businesses and properties as a debtor in possession pursuant to Bankruptcy Code sections 1107 and 1108. No trustee or examiner has been appointed in the Cases.

C. ***Jurisdiction and Venue***. The Court has jurisdiction over the Motion, these Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for these Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. ***Committee***. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases pursuant to Bankruptcy Code section 1102 (any such committee, the "Committee").

E. ***Debtors' Stipulations***. Subject only to the rights of parties in interest specifically set forth in Paragraph 30 of this Interim DIP Order (and subject to the limitations thereon contained in such paragraph), the Debtors admit, stipulate and agree that (collectively, Paragraphs E.1 through E.8 below are referred to herein as the "Debtors' Stipulations"):

1. *Prepetition 1L Loans*.

(a) Under that certain Prepetition 1L Credit Agreement, dated as of May 15, 2023, among CURO Group Holdings Corp. ("CURO"), the subsidiaries of CURO party thereto from time to time as guarantors, the lenders party thereto from time to time (collectively, the "Prepetition 1L Lenders") and Alter Domus (US) LLC, as administrative

[4] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Bankruptcy Rule 7052.

agent (in such capacity, the "Prepetition 1L Administrative Agent") and collateral agent (in such capacity and including any successors thereto, the "Prepetition 1L Collateral Agent" and, together with the Prepetition 1L Administrative Agent, the "Prepetition 1L Agent"; the Prepetition 1L Agent, together with the Prepetition 1L Lenders and each of the other Secured Parties (as defined in the Prepetition 1L Credit Agreement (as defined below)), the "Prepetition 1L Secured Parties") (such credit agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition 1L Credit Agreement" and, together with all other documentation executed in connection therewith, including without limitation, the Collateral Documents (as defined in the Prepetition 1L Credit Agreement), and all other Facility Documents (as defined in the Prepetition 1L Credit Agreement), the "Prepetition 1L Credit Documents")), certain of the Prepetition 1L Loan Parties (as defined below) borrowed loans thereunder (the "Prepetition 1L Loans") in an initial aggregate principal amount of $165,000,000 (including, without limitation, fees paid in kind). As used herein, the "Prepetition 1L Loan Parties" shall mean, collectively, CURO and the Guarantors (as defined in the Prepetition 1L Credit Agreement).

(b) As of the Petition Date, the Prepetition 1L Loan Parties were jointly and severally indebted to the Prepetition 1L Secured Parties pursuant to the Prepetition 1L Credit Documents, without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $177,667,450.47 on account of outstanding Prepetition 1L Loans under the Prepetition 1L Credit Agreement, *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, premiums, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other

professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, in each case to the extent reimbursable pursuant to the terms of the Prepetition 1L Credit Documents and all other Obligations (as defined in the Prepetition 1L Credit Agreement) owing under or in connection with the Prepetition 1L Credit Documents (collectively, the "Prepetition 1L Indebtedness").

(c) *Prepetition 1L Collateral*. In connection with the Prepetition 1L Credit Agreement, certain of the Debtors entered into the Collateral Documents. Pursuant to the Collateral Documents and the other Prepetition 1L Credit Documents, the Prepetition 1L Indebtedness is secured by valid, binding, perfected, and enforceable first-priority security interests in and liens (the "Prepetition 1L Priority Liens") on all of the Collateral (or any other comparable term describing the assets subject to security interests and liens securing the Prepetition 1L Indebtedness) (as defined in the Collateral Documents) (the "Prepetition Collateral") consisting of substantially all of each Prepetition 1L Loan Party's assets and property and products and proceeds thereof. For the avoidance of doubt, Prepetition Collateral excludes with respect to any Debtor or Canadian Debtor (i) any loan receivables and related rights and interests (collectively, "Receivables") that were originated and sold pursuant to the Securitization Facilities to the Non-Debtor Purchasers (as defined below) prepetition (including any such Receivables purported to be sold pursuant to the Securitization Facilities but subsequently avoided or recharacterized as an extension of credit or a pledge) and any proceeds thereof and (ii) any claims or causes of

action held by the Non-Debtor Purchasers arising on account of prepetition transfers of Receivables to the Non-Debtor Purchasers.

(d) *Validity, Perfection, and Priority of Prepetition 1L Priority Liens and Prepetition 1L Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (i) the Prepetition 1L Priority Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (ii) the Prepetition 1L Priority Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (iii) the Prepetition 1L Priority Liens are subject and subordinate only to valid, perfected and enforceable prepetition liens (if any) which are senior to the Prepetition 1L Secured Parties' liens or security interests as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by Bankruptcy Code section 546(b), and that are senior to the Prepetition 1L Secured Parties' liens or security interests as of the Petition Date (such liens, the "Permitted Prior Liens"); (iv) the Prepetition 1L Priority Liens were granted to or for the benefit of the Prepetition 1L Collateral Agent and the other Prepetition 1L Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (v) the Prepetition 1L Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (vi) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition 1L Priority Liens or Prepetition 1L Indebtedness exist, and no portion of the Prepetition 1L Priority Liens or Prepetition 1L Indebtedness is subject to any challenge,

cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; (vii) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to Bankruptcy Code sections 105, 510, or 542 through 553), against the Prepetition 1L Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition 1L Credit Documents, the Prepetition 1L Indebtedness, or the Prepetition 1L Priority Liens and (viii) the Prepetition 1L Indebtedness constitutes an allowed, secured claim within the meaning of Bankruptcy Code sections 502 and 506 to the extent of the value of the Prepetition Collateral allocable to the Prepetition 1L Indebtedness.

2. *Prepetition 1.5L Notes*.

(a) Under that certain Indenture, dated as of May 15, 2023 (the "Prepetition 1.5L Notes Indenture" and, together with the other Indenture Documents (as defined in the Prepetition 1.5L Notes Indenture), as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition 1.5L Notes Documents"), by and

among CURO, as issuer (the "Prepetition 1.5L Notes Issuer"), the subsidiaries of the Prepetition 1.5L Notes Issuer party thereto from time to time as guarantors and U.S. Bank Trust Company, National Association, as indenture trustee (including any successors thereto, the "Prepetition 1.5L Notes Trustee") and as collateral agent (including any successors thereto, the "Prepetition 1.5L Collateral Agent"; together with the Prepetition 1.5L Notes Trustee, the "Prepetition 1.5L Agent"), the Prepetition 1.5L Notes Issuer issued 7.50% Senior Prepetition 1.5L Secured Notes due 2028 in an initial aggregate principal amount of $682,298,000 (the "Prepetition 1.5L Notes"). As used herein, (a) the "Prepetition 1.5L Secured Parties" shall mean, collectively, the Prepetition 1.5L Agent and the holders of the Prepetition 1.5L Notes; and (b) the "Prepetition 1.5L Notes Parties" shall mean, collectively, the Prepetition 1.5L Notes Issuer, and the guarantors party to the Prepetition 1.5L Notes Documents from time to time.

(b) As of the Petition Date, the Prepetition 1.5L Notes Parties were jointly and severally indebted to the Prepetition 1.5L Secured Parties pursuant to the Prepetition 1.5L Notes Documents, without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $682,298,000.00 *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, in each case to the extent reimbursable pursuant to the terms of the Prepetition 1.5L Notes Documents and all other Obligations (as defined in the Prepetition 1.5L Notes Indenture) owing under or in

connection with the Prepetition 1.5L Notes Documents (collectively, the "Prepetition 1.5L Indebtedness").

(c) *Prepetition 1.5L Notes Collateral*. In connection with the Prepetition 1.5L Notes Indenture, certain of the Debtors entered into the Collateral Documents (as defined in the Prepetition 1.5L Notes Indenture, the "Prepetition 1.5L Collateral Documents"). Pursuant to the Prepetition 1.5L Collateral Documents and the other Prepetition 1.5L Notes Documents, the Prepetition 1.5L Indebtedness is secured by valid, binding, perfected, and enforceable second-priority security interests in and liens on the Prepetition Collateral (the "Prepetition 1.5L Priority Liens").

(d) *Validity, Perfection, and Priority of Prepetition 1.5 Priority Liens and Prepetition 1.5L Indebtedness*. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (i) the Prepetition 1.5L Priority Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (ii) the Prepetition 1.5L Priority Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral held by the Prepetition 1.5L Notes Parties; (iii) the Prepetition 1.5L Priority Liens are subject and subordinate only to the Prepetition 1L Priority Liens and Permitted Prior Liens; (iv) the Prepetition 1.5L Priority Liens were granted to or for the benefit of the Prepetition 1.5L Agent and the other Prepetition 1.5L Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (v) the Prepetition 1.5L Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (vi) no offsets, challenges, objections, defenses,

claims, or counterclaims of any kind or nature to any of the Prepetition 1.5L Priority Liens or Prepetition 1.5L Indebtedness exist, and no portion of the Prepetition 1.5L Priority Liens or Prepetition 1.5L Indebtedness is subject to any challenge, cause of action, or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; (vii) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to Bankruptcy Code sections 105, 510, or 542 through 553), against the Prepetition 1.5L Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition 1.5L Notes Documents, the Prepetition 1.5L Indebtedness, or the Prepetition 1.5L Priority Liens; and (viii) the Prepetition 1.5L Indebtedness constitutes an allowed, secured claim within the meaning of Bankruptcy Code section 502 and 506 to the extent of the value of the Prepetition Collateral allocable to the Prepetition 1.5L Indebtedness.

3. *Prepetition 2L Notes.*

(a) Under that certain Indenture, dated as of July 30, 2021 (the "Prepetition 2L Notes Indenture" and, together with the other Indenture Documents (as

defined in the Prepetition 2L Notes Indenture), as amended, restated, supplemented, or otherwise modified from time to time, the "Prepetition 2L Notes Documents" and, together with the Prepetition 1.5L Notes Documents and the Prepetition 1L Credit Documents, the "Prepetition Secured Indebtedness Documents"), by and among CURO, as issuer (the "Prepetition 2L Notes Issuer"), the subsidiaries of the Prepetition 2L Notes Issuer party thereto from time to time as guarantors and Argent Institutional Trust Company (f/k/a TMI Trust Company), as indenture trustee (including any successors thereto, the "Prepetition 2L Notes Trustee") and as collateral agent (including any successors thereto, the "Prepetition 2L Collateral Agent"; the Prepetition 2L Collateral Agent, together with the Prepetition 2L Notes Trustee, the "Prepetition 2L Agent"), the Prepetition 2L Notes Issuer issued 7.500% Senior Secured Notes due 2028 in an initial aggregate principal amount of $1,000,000,000 (the "Prepetition 2L Notes" and, together with the Prepetition 1.5L Notes, the "Prepetition Notes"). As used herein, (a) the "Prepetition 2L Secured Parties" shall mean, collectively, the Prepetition 2L Agent and the holders of the Prepetition 2L Notes (together with the Prepetition 1L Secured Parties and the Prepetition 1.5L Secured Parties, the "Prepetition Secured Parties"); (b) the "Prepetition 2L Notes Parties" shall mean, collectively, the Prepetition 2L Notes Issuer, and the guarantors[5] party to the Prepetition 2L Notes Documents from time to time; and (c) the "Prepetition Notes Parties" shall mean, collectively, the Prepetition 1.5L Notes Parties and the Prepetition 2L Notes Parties, and together with the Prepetition 1L Loan Parties, the "Prepetition Loan Parties".

[5] For avoidance of doubt, Debtor CURO Ventures, LLC is not a Prepetition 2L Notes Party, and the Prepetition 2L Priority Liens (as defined below) do not encumber the assets of CURO Ventures, LLC.

(b) As of the Petition Date, the Prepetition 2L Notes Parties were jointly and severally indebted to the Prepetition 2L Secured Parties pursuant to the Prepetition 2L Notes Documents, without objection, defense, counterclaim, or offset of any kind, in the aggregate principal amount of not less than $317,702,000.00 *plus* accrued and unpaid interest with respect thereto and any additional fees, costs, expenses (including any attorneys', accountants', consultants', appraisers', financial advisors', and other professionals' fees and expenses), reimbursement obligations, indemnification obligations, guarantee obligations, other contingent obligations, and other charges of whatever nature, whether or not contingent, whenever arising, due, or owing, in each case to the extent reimbursable pursuant to the terms of the Prepetition 2L Notes Documents and all other First Priority Claims (as defined in Prepetition 2L Notes Indenture) or Obligations (as defined in Prepetition 2L Notes Indenture) owing under or in connection with the Prepetition 2L Notes Documents (collectively, the "Prepetition 2L Indebtedness" and, together with the Prepetition 1L Indebtedness and the Prepetition 1.5L Indebtedness, the "Prepetition Secured Indebtedness").

(c) *Prepetition 2L Collateral*. In connection with the Prepetition 2L Notes Indenture, certain of the Debtors entered into the Collateral Documents (as defined in the Prepetition 2L Notes Indenture, the "Prepetition 2L Collateral Documents"). Pursuant to the Prepetition 2L Collateral Documents and the other Prepetition 2L Notes Documents, the Prepetition 2L Indebtedness is secured by valid, binding, perfected, and enforceable third-priority security interests in and liens on the Prepetition Collateral (the "Prepetition 2L Priority Liens" and, together with the Prepetition 1L Priority Liens and the Prepetition 1.5L Priority Liens, the "Prepetition Liens").

(d) *Validity, Perfection, and Priority of Prepetition 2L Priority Liens and Prepetition 2L Indebtedness.* Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (i) the Prepetition 2L Priority Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (ii) the Prepetition 2L Priority Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral held by the Prepetition 2L Notes Parties; (iii) the Prepetition 2L Priority Liens are subject and subordinate only to the Prepetition 1.5L Priority Liens, the Prepetition 1L Priority Liens, and Permitted Prior Liens; (iv) the Prepetition 2L Priority Liens were granted to or for the benefit of the Prepetition 2L Agent and the other Prepetition 2L Secured Parties for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (v) the Prepetition 2L Indebtedness constitutes legal, valid, binding, and non-avoidable obligations of the Debtors; (vi) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition 2L Priority Liens or Prepetition 2L Indebtedness exist, and no portion of the Prepetition 2L Priority Liens or Prepetition 2L Indebtedness is subject to any challenge, cause of action, or defense including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or "claim" (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable nonbankruptcy law; (vii) the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims,

cross-claims, setoff rights, and/or choses in action, including "lender liability" causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to Bankruptcy Code sections 105, 510, or 542 through 553), against the Prepetition 2L Secured Parties or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to their loans under the Prepetition 2L Notes Documents, the Prepetition 2L Indebtedness, or the Prepetition 2L Priority Liens; and (viii) the Prepetition 2L Indebtedness constitutes an allowed, secured claim within the meaning of Bankruptcy Code sections 502 and 506 to the extent of the value of the Prepetition Collateral allocable to the Prepetition 2L Indebtedness.

4. *Cash Collateral*. Substantially all of the Prepetition Loan Parties' cash, including any amounts generated by the collection of accounts receivable, all cash proceeds of the Prepetition Collateral, and the Prepetition Loan Parties' banking, checking, or other deposit accounts with financial institutions as of the Petition Date or deposited into the Prepetition Loan Parties' banking, checking, or other deposit accounts with financial institutions after the Petition Date constitutes cash collateral of the Prepetition 1L Secured Parties within the meaning of Bankruptcy Code section 363(a) (the "Cash Collateral"). Cash Collateral excludes any Receivables or cash proceeds thereof which are property of the Non-Debtor Purchasers, but in the possession of one of the Debtors.

5. *Bank Accounts*. The Debtors acknowledge and agree that, as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts

listed in the applicable exhibit attached to any motion seeking authorization for the Debtors to continue to use the Debtors' existing cash management system.

6. *Intercreditor Agreements*. The Prepetition 1L Collateral Agent, the Prepetition 1.5L Collateral Agent and the Prepetition 2L Collateral Agent are parties to the Intercreditor Agreement, dated as of May 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Senior Intercreditor Agreement"). The Prepetition 1.5L Collateral Agent and the Prepetition 2L Collateral Agent are parties to the Intercreditor Agreement, dated as of May 15, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Junior Intercreditor Agreement" and, together with the Senior Intercreditor Agreement, the "Intercreditor Agreements"). The Prepetition Loan Parties and each other obligor under the Prepetition Secured Indebtedness acknowledged and agreed to the Senior Intercreditor Agreement and the Junior Intercreditor Agreement. Pursuant to Bankruptcy Code section 510, the Intercreditor Agreements and any other applicable intercreditor or subordination provisions contained in any of the Prepetition 1L Credit Documents, any of the Prepetition 1.5L Notes Documents, or any of the Prepetition 2L Notes Documents shall (a) remain in full force and effect, (b) continue to govern the relative obligations, priorities, rights and remedies of (i) the First Lien Creditors and the Junior Lien Creditors (each as defined in the Senior Intercreditor Agreement) in the case of the Senior Intercreditor Agreement; provided that nothing in this Interim DIP Order shall be deemed to provide liens to any of the First Lien Creditors or the Junior Lien Creditors (each as so defined) on any assets of the Debtors except as set forth herein, and (ii) the 1.5 Lien Creditors and Second Lien Creditors (each as defined in the Junior Intercreditor Agreement) in the case of the Junior Intercreditor Agreement, and (c) not be deemed to be amended, altered or modified by the terms of this Interim DIP Order.

7. *Securitization Facilities*. As set forth in more detail in the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling Receivables and Related Rights Pursuant to the Securitization Facilities, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* (the "Securitization Facilities Motion"), certain of the Debtors are parties to five (5) separate Securitization Facilities (as defined therein) (the "Securitization Facilities" and the agents thereunder, the "Securitization Agents") with the Non-Debtor Purchasers (as defined therein) (the "Non-Debtor Purchasers") under the Securitization Transaction Documents (as defined therein) (the "Securitization Transaction Documents"). Contemporaneously with the filing of the Motion, the Debtors have sought approval to continue the Securitization Facilities in accordance with the terms of any order approving the Securitization Facilities Motion (any interim or final order approving the Securitization Facilities Motion, the "Securitization Facilities Order").

8. *No Control*. As of the Petition Date, none of the Prepetition Secured Parties control any of the Debtors or their properties or operations, have authority to determine the manner in which any of the Debtor's operations are conducted, or are control persons or insiders of the Debtors by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interim DIP Order, the DIP Facility, the DIP Documents or the Prepetition Secured Indebtedness Documents.

F. ***Adequate Protection***. The Prepetition Secured Parties are entitled, pursuant to Bankruptcy Code sections 105, 361, 362, 363(e) and 364, as a condition for the use of their Prepetition Collateral, including the Cash Collateral, to adequate protection of their respective interests in the Prepetition Collateral, including the Cash Collateral, to the extent of any postpetition diminution in value of their respective interests in the Prepetition Collateral as of the

Petition Date resulting from, among other things, the Carve Out, the Debtors' use, sale, or lease of the Prepetition Collateral (including Cash Collateral), the grant of a lien under Bankruptcy Code section 364, and/or the imposition of the automatic stay pursuant to Bankruptcy Code section 362(a) ("Diminution in Value"). The foregoing shall not, nor shall any other provision of this Interim DIP Order be construed as, a determination or finding that there has been or will be any Diminution in Value of Prepetition Collateral (including Cash Collateral) and the rights of all parties as to such issues are hereby preserved.

G. ***Need to Use Cash Collateral***. The Debtors have requested entry of this Interim DIP Order pursuant to Bankruptcy Rule 4001(b)(2) and have an immediate need to obtain postpetition financing pursuant to the DIP Credit Agreement and to obtain use of the Prepetition Collateral, including the Cash Collateral (subject to and in compliance with the Approved Budget, subject to Permitted Variances (as defined below)), in order to, among other things, (i) permit the orderly continuation of their businesses, (ii) pay certain Adequate Protection Payments (as defined below); (iii) pay the costs of administration of their estates; (iv) maintain sufficient Liquidity (as defined below) to satisfy the certain covenants under the Securitization Facilities requiring the Debtors to maintain a minimum amount of liquidity; and (v) satisfy other working capital and general corporate purposes of the Debtors. An immediate and critical need exists for the Debtors to obtain the DIP Facility and to use the Cash Collateral, consistent with the Approved Budget (subject to Permitted Variances), for working capital purposes, other general corporate purposes of the Debtors, and the satisfaction of costs and expenses of administering the Cases. The ability of the Debtors to obtain liquidity through obtaining the DIP Facility and the use of the Cash Collateral is vital to the Debtors and their efforts to maximize the value of their estates. Absent

entry of this Interim DIP Order, the Debtors' estates and reorganization efforts will be immediately and irreparably harmed.

H. ***Best Terms***. As set forth in the Motion and the Oppenheimer Declaration, the Debtors are unable to obtain postpetition financing or other financial accommodations on more favorable terms under the circumstances from sources other than the DIP Lenders pursuant to the terms and provisions of the DIP Credit Agreement and the DIP Documents and are unable to obtain satisfactory unsecured credit allowable under Bankruptcy Code section 503(b)(1) or secured credit allowable only under Bankruptcy Code sections 364(c)(1), 364(c)(2) or 364(c)(3). The Debtors, therefore, must grant, for the benefit of the DIP Lenders, priming liens under Bankruptcy Code section 364(d)(1) and a DIP Superpriority Claim (as defined below) on the terms and conditions set forth in this Interim DIP Order and the DIP Credit Agreement.

I. ***Sections 506(c) and 552(b)***. In consideration of (i) the DIP Secured Parties' willingness to provide the DIP Facility to the extent set forth herein, (ii) the DIP Secured Parties' and the Prepetition Secured Parties' agreement to subordinate their respective liens and claims to the Carve-Out, (iii) the Prepetition Secured Parties' agreement to subordinate their respective liens and superpriority claims to the DIP Obligations and the Carve Out, (iv) the application and use of Cash Collateral as set forth in this Interim DIP Order, subject to and upon entry of the Final DIP Order, each DIP Secured Party and Prepetition Secured Party is entitled to (x) the rights and benefits of Bankruptcy Code section 552(b), and a waiver of any "equities of the case" claims under Bankruptcy Code section 552(b), (y) a waiver of the provisions of Bankruptcy Code section 506(c) and (z) a waiver of unjust enrichment, the equitable doctrine of marshaling and other similar doctrines.

J. ***Notice***. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and Local Rule 4001-2, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the notice given by the Debtors of the Motion, the relief requested herein, and of the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and Local Rule 4001-2.

K. ***Consent by Prepetition Secured Parties***. To the extent required, the requisite Prepetition Secured Parties have not objected, have consented or are deemed to consent under the applicable Intercreditor Agreement to the Debtors' obtaining of the DIP Facility, use of Cash Collateral, and the other transactions contemplated hereby in accordance with and subject to the terms and conditions provided for in this Interim DIP Order.

L. ***Relief Essential; Best Interest***. The Debtors have requested entry of this Interim DIP Order pursuant to Bankruptcy Rule 4001(b)(2) and Local Rule 4001-2. The relief requested in the Motion (and as provided in this Interim DIP Order) is necessary, essential, and appropriate for the continued operation of the Debtors' businesses and the management and preservation of the Debtors' assets and the property of their estates. It is in the best interest of the Debtors' estates that the Debtors be allowed to obtain the DIP Facility and to use the Cash Collateral under the terms hereof. The Debtors have demonstrated good and sufficient cause for the relief granted herein.

M. ***Arm's-Length, Good Faith Negotiations***. The terms of the DIP Facility pursuant to this Interim DIP Order were negotiated in good faith and at arm's-length between the Debtors, the DIP Secured Parties and the Prepetition Secured Parties. The DIP Secured Parties and the Prepetition Secured Parties have acted without negligence or violation of public policy or law in respect of all actions taken by them in connection with or related in any way to negotiating,

implementing, documenting, or obtaining requisite approvals of the obtaining of the DIP Facility and the use of Cash Collateral, including in respect of the granting of DIP Liens (as defined below) and the Adequate Protection Liens (as defined below) and all documents related to and all transactions contemplated by the foregoing.

Now, therefore, upon the record of the proceedings heretofore held before this Court with respect to the Motion, the evidence adduced at the Interim Hearing, and the statements of counsel thereat, and based upon the foregoing findings and conclusions,

IT IS HEREBY ORDERED THAT:

1. ***Motion Granted***. The Motion is granted on an interim basis as set forth herein, and incurrence of the DIP Obligations and the use of Prepetition Collateral (including, without limitation, Cash Collateral) on an interim basis is authorized, subject to the terms and conditions of this Interim DIP Order.

2. ***Objections Overruled***. Any objections to the Motion with respect to the entry of this Interim DIP Order that have not been withdrawn, waived or settled and all reservations of rights included therein, are hereby denied and overruled with prejudice.

3. ***Authorization of the DIP Facility and the DIP Documents***.

(a) The Debtors are hereby expressly authorized to execute, enter into and perform under the DIP Credit Agreement and the other DIP Documents, which are each hereby approved.

(b) Upon entry of this Interim DIP Order, the Debtors are immediately authorized, without any further action by the Debtors or any other party, subject to the terms and conditions of this Interim DIP Order, the DIP Credit Agreement, and the other DIP Documents, to borrow an initial aggregate principal amount of no more than $25,000,000 of DIP Loans (with any

backstop commitment fee paid in kind being incremental thereto) pursuant to the Initial Draw pursuant to the terms and provisions of the DIP Credit Agreement, the other DIP Documents, and this Interim DIP Order, and to incur and pay the principal, interest, premium, fees (including the DIP Fees (as defined below)), indemnities, expenses and other amounts provided for in the DIP Credit Agreement, the other DIP Documents, and this Interim DIP Order, pursuant to the terms and provisions thereof, subject to any limitations on availability or borrowing under the DIP Credit Agreement, the other DIP Documents, and this Interim DIP Order, which borrowings shall be used for all purposes as permitted under the DIP Credit Agreement, the other DIP Documents, and this Interim DIP Order (including pursuant to the Approved Budget (as defined below), subject to Permitted Variances (as described below)).

(c) In furtherance of the foregoing, and without further approval of this Court, the Debtors are authorized, and the automatic stay imposed by Bankruptcy Code section 362 is hereby lifted solely to the extent required to allow the Debtors, to perform all acts and to make, execute, and deliver all instruments, certificates, agreements, and documents (including, without limitation, the execution or recordation of pledge and security agreements, financing statements, and other similar documents) that may be reasonably required, appropriate or desirable for the Debtors' performance of their obligations under or related to the DIP Facility, including, without limitation:

(i) the execution and delivery of, and performance under, each of the DIP Credit Agreement and the other DIP Documents and any collateral documents contemplated thereby;

(ii) the non-refundable and irrevocable payment to the DIP Agent and the DIP Lenders, as the case may be, of all premiums, fees and expenses (which premiums,

fees and expenses, in each case, were and were deemed to have been approved upon entry of this Interim DIP Order, whether or not the fees and expenses arose before or after the Petition Date, shall not be subject to any contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization, avoidance, or other claim, cause of action, or other challenge of any nature under the Bankruptcy Code, applicable non-bankruptcy law, or otherwise), and any amounts due (or that may become due) in respect of the indemnification and expense reimbursement obligations, in each case referred to in the DIP Credit Agreement and the other DIP Documents, with respect to those indemnified and/or reimbursable parties specifically set forth therein, including, without limitation, reimbursement of the reasonable and documented fees and out-of-pocket expenses incurred (with respect to Houlihan (as defined below) and EY (as defined below) to the extent consistent with the applicable engagement or reimbursement letters entered into by any of the Debtors) by (i) Wachtell, Lipton, Rosen & Katz, as counsel to the DIP Agent, the Prepetition 1L Agent and the Ad Hoc Group (as defined in the *Restructuring Support Agreement*, dated as of March 22, 2024, by and among the Debtors and the Prepetition Secured Parties party thereto (as amended, restated, supplemented or otherwise modified, the "RSA")) ("Wachtell"), (ii) Vinson & Elkins LLP, as Texas counsel to the Ad Hoc Group ("V&E"), (iii) Canadian counsel to the DIP Agent, the Prepetition 1L Agent and/or the Ad Hoc Group, if any, (iv) Ernst & Young LLP, as consultant to the Ad Hoc Group ("EY"), and (v) Houlihan Lokey Capital, Inc., as financial advisor to the Ad Hoc Group ("Houlihan" and, together with Wachtell, V&E and EY, the "DIP/Prepetition 1L Advisors") (collectively, the "DIP Fees");

(iii) the granting of all liens and claims with respect to, and the making of any payments in respect of, the Adequate Protection Obligations (as defined below) to the extent provided for in this Interim DIP Order; and

(iv) the performance of all other acts necessary, appropriate, or desirable under, or in connection with, the DIP Credit Agreement and the other DIP Documents.

4. ***DIP Obligations***. Upon execution and delivery of the DIP Documents, the DIP Documents shall constitute legal, valid, binding, and non-avoidable obligations of the Debtors party thereto, enforceable in accordance with the terms of this Interim DIP Order, the DIP Credit Agreement, and the other DIP Documents, against the Debtors party thereto and their estates and any successors thereto, including any trustee appointed in the Cases, or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing. Except as permitted by this Interim DIP Order, no obligation, payment, transfer, or grant of security hereunder or under the DIP Credit Agreement or the other DIP Documents to the DIP Agent and/or the DIP Lenders shall be stayed, restrained, voidable, avoidable, or recoverable, under the Bankruptcy Code or under applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 544, and 547 to 550, or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any defense, avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or challenge, whether under the Bankruptcy Code or any other applicable law or regulation by any person or entity for any reason.

5. ***DIP Liens***. Subject and subordinate to the Carve Out and to the provisions set forth in this Paragraph 5, effective immediately upon entry of this Interim DIP Order and perfected automatically hereunder as of the Petition Date and without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected liens on, and security interests in (such liens and security interests, the "DIP Liens") all (i) the Prepetition Collateral and (ii) all of the DIP Borrower's and the Guarantors' other now-owned and hereafter-acquired real and personal property, assets and rights of any kind or nature, wherever located, whether encumbered or unencumbered, including, without limitation, all prepetition property and postpetition property of the DIP Borrower and Guarantors' estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, all equipment, goods, accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the DIP Borrower and the Guarantors (including any accounts opened prior to, on, or after the Petition Date), insurance, equity interests, intercompany claims, accounts receivable, other rights to payment, general intangibles, contracts, securities, chattel paper, interest rate hedging agreements, owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, causes of action (other than those arising under Bankruptcy Code sections 544, 547, 548 and 549 and any related action under Bankruptcy Code section 550 (the "Avoidance Actions")), and any and all proceeds, products, rents, and profits of the foregoing, and proceeds of Avoidance Actions (all property identified in this Paragraph 5, subject to the following provisos, being collectively

referred to as the "DIP Collateral"); provided that, for the avoidance of doubt and notwithstanding anything to the contrary herein, the DIP Collateral shall exclude (i) all Excluded Assets (as defined in the DIP Credit Agreement), (ii) any of the foregoing to the extent a lien cannot attach to such property, assets or rights pursuant to applicable law, provided the liens granted pursuant to this Interim DIP Order shall, attach to the Debtors' economic rights, including, without limitation, any and all proceeds of the foregoing, and (iii) (x) any and all Receivables originated and sold pursuant to the Securitization Facilities to the Non-Debtor Purchasers (including any such Receivables purported to be sold pursuant to the Securitization Facilities but subsequently avoided or recharacterized as an extension of credit or a pledge) prepetition or postpetition and any proceeds thereof and (y) any claims or causes of action held by the Non-Debtor Purchasers arising on account of transfers of Receivables to the Non-Debtor Purchasers (the assets described in this clause (iii), "Transferred Receivables Assets"). The DIP Agent shall have a security interest in any residual cash balance remaining in the Carve Out Reserves (as defined below) after all obligations benefitting from the Carve Out have been indefeasibly paid in full in cash pursuant to a final non-appealable order of this Court (or such other Court of competent jurisdiction), which residual balance shall be paid to the DIP Agent for application in accordance with the DIP Credit Agreement (such security interest on residual cash balances remaining in the Carve Out Reserves, the "Carve Out Security Interest"). The Carve Out shall be senior to the DIP Liens, the Prepetition Liens, the Adequate Protection Liens and any and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Indebtedness whatsoever. The DIP Liens will otherwise have the following priorities:

(a) Pursuant to Bankruptcy Code section 364(c)(2), a valid, binding, continuing, enforceable, non-avoidable, automatically fully-perfected, first-priority senior security

interest in and lien upon all of the DIP Collateral, whether existing on the Petition Date or thereafter created, acquired or arising, and wherever located, that, on or as of the Petition Date, is not subject to Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)), subject and subordinate only to (x) the Carve Out, and as to the Carve Out Reserves and funds therein, to the extent of any Carve Out Security Interest, and (y) the Receivables Liens (as defined in the Interim Securitization Order) (which shall apply solely to all rights of the Originators (as defined in the Interim Securitization Order) in the Receivables originated and purported to be sold through the Securitization Facilities on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired) and the Pledge Liens (as defined in the Interim Securitization Order) (which apply solely to all limited liability company interests and all other equity interests in each case in the respective Non-Debtor Purchasers, and all proceeds and products thereof) (collectively, the "Securitization Liens"); and

(b) Pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, continuing, enforceable, non-avoidable, automatically fully perfected, first-priority senior priming security interest and lien (the "Priming Liens") on all DIP Collateral, whether in existence on the Petition Date or thereafter created, acquired, or arising, and wherever located, to the extent that such DIP Collateral is subject to any of the Prepetition Liens or any other valid, perfected, and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)), subject and subordinate only to the Carve Out and to the Permitted Prior Liens and as to the Carve Out Reserves, and funds therein, to the extent of any Carve Out Security Interest. The Priming Liens shall prime in all respects the liens and security interests of the Prepetition Secured Parties (including, without limitation, the Prepetition Liens and the Adequate

Protection Liens) (the "Primed Liens"). Notwithstanding anything herein to the contrary, the Priming Liens (x) shall be subject and immediately junior to the Permitted Prior Liens and will have no recourse to the Carve Out Reserves, or the funds therein (other than to the extent of the Carve Out Security Interest on the terms therein and in all cases, for the avoidance of doubt, subject and subordinate to the Carve Out), in all respects, (y) shall be subject and subordinate to the Securitization Liens, and (z) shall be senior in all respects to the Primed Liens.

(c) The DIP Liens shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Interim DIP Order or any provision hereof is vacated, reversed, or modified on appeal.

6. ***DIP Superpriority Claims***. Pursuant to Bankruptcy Code section 364(c)(1), all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the DIP Borrower and the Guarantors on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the DIP Borrower and the Guarantors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) and 507(b) and any and all administrative expenses or other claims arising under Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 362, 364, 365, 503(b), 506(c) (subject to Paragraph 19 herein), 507(a), 507(b), 726, 1113, or 1114 (including the Adequate Protection Superpriority Claims (as defined below)), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment, which allowed claims (the "DIP Superpriority Claims") shall, for purposes of Bankruptcy Code section 1129(a)(9)(A), be considered administrative expenses allowed under Bankruptcy Code section 503(b), and which DIP Superpriority Claims shall be payable from, and have recourse to, all prepetition and postpetition property of the DIP

Borrower and the Guarantors and all proceeds thereof in accordance with the DIP Credit Agreement, the other DIP Documents, and this Interim DIP Order, subject and subordinate only to (a) payment in full of the superpriority administrative expense claims granted by certain Debtors under the Securitization Facilities Order (the "Superpriority Securitization Facilities Claims"), which Superpriority Securitization Facilities Claims shall be *pari passu* with the DIP Superpriority Claims, and (b) payment in full of the Carve Out, which is senior in priority to the DIP Superpriority Claims, and provided that the DIP Superpriority Claims will have no recourse to the Carve Out Reserves, or the funds therein, except to the extent of any Carve Out Security Interest on the terms set forth herein after payment in full of the Carve Out. The DIP Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) if this Interim DIP Order or any provision hereof is vacated, reversed, or modified on appeal. Notwithstanding the grant of the DIP Superpriority Claims or anything else to the contrary set forth herein or otherwise, each DIP Lender shall be deemed to have consented to the treatment set forth in the Plan (as defined in the RSA).

7. ***Authorization to Use Cash Collateral; Budget***.

(a) *Authorization*. Subject to the terms and conditions of this Interim DIP Order, the Court hereby authorizes the Debtors' use of the proceeds of the DIP Facility and Cash Collateral during the period beginning with the Petition Date and ending on the DIP Termination Date (as defined below), in each case, solely and exclusively in a manner consistent with this Interim DIP Order and the Approved Budget (subject to Permitted Variances), and for no other purposes.

(b) *Approved Budget; Budget Period*. As used in this Interim DIP Order: (i) "Approved Budget" means the last budget delivered to and agreed with the DIP Agent acting

at the direction of the Required DIP Lenders prior to the Petition Date, including for the thirteen-week period reflected on the budget attached as Exhibit 1 hereto, as such Approved Budget may be modified from time to time by the Debtors subject to not receiving notice of an objection from the DIP Agent acting at the direction of the Required DIP Lenders in their reasonable discretion as set forth in Paragraph 7(e) of this Interim DIP Order; and (ii) "Budget Period" means the rolling four-week (4-week) period set forth in the Approved Budget in effect at such time.

(c) *Budget Testing*. The Debtors may use proceeds of the DIP Facility and Cash Collateral strictly in accordance with the Approved Budget, subject to Permitted Variances. Permitted Variances shall be tested on a rolling four (4) week basis beginning with the period ending on the fourth (4th) Friday following the Petition Date and on every second Friday thereafter (each such date, a "Testing Date"). On or before 5:00 p.m. (prevailing Central time) on the fourth (4th) business day following each Testing Date, the Debtors shall prepare and deliver to the DIP Agent and Wachtell, as counsel to the DIP Agent, in the form attached hereto as Exhibit 2 or otherwise reasonably satisfactory to the DIP Agent, a variance report (the "Variance Report") setting forth: (i) the Debtors' actual disbursements, excluding Restructuring Professional Fees (as defined below) (the "Actual Disbursements") on a line-by-line and aggregate basis during the four-week period ending on the applicable Testing Date; (ii) the Debtors' actual cash receipts (the "Actual Cash Receipts") on a line-by-line and aggregate basis during the four-week period ending on the applicable Testing Date; (iii) the Debtors' net cash flow during the four-week period ending on the applicable Testing Date, calculated by subtracting Actual Disbursements from Actual Cash Receipts (the "Actual Net Cash Flows"); (iv) Restructuring Professional Fees during the four-week period ending on the applicable Testing Date; (v) a comparison (whether positive or negative, in dollars and expressed as a percentage) of the aggregate and line-item Actual Cash Receipts and

Actual Disbursements, and aggregate Actual Net Cash Flows and Restructuring Professional Fees, for the four-week period ending on the applicable Testing Date to the amounts set forth in the Approved Budget for such four-week period; and (vi) management commentary on any individual line item with positive or negative variance of 10.0% or more compared to the Approved Budget for such four-week period (unless the dollar amount corresponding to such variance is less than $1,000,000, in which case no such commentary shall be required).

(d) *Permitted Variances*. The Debtors shall not permit (i) aggregate Actual Net Cash Flows to be less than 85% of the projected cumulative cash flows set forth in the Approved Budget, in each case, for the relevant four-week budgeted period (such deviations from the applicable projected amount set forth in the Approved Budget satisfying the "Permitted Variances"); *provided* that, for the avoidance of doubt, the cash disbursements considered for determining compliance with this covenant shall exclude the Debtors' disbursements in respect of restructuring professional fees (including, without limitation, amounts paid to any Committee professionals, payments made to the Prepetition Secured Parties on account of professional fees, and professional fee payments to other creditors or creditor groups (such excluded cash disbursements, the "Restructuring Professional Fees")), (ii) Liquidity to be less than $40,000,000 as of 11:59 p.m. prevailing Central time on the last business day of the calendar week in which the Initial Draw occurs or any calendar week thereafter; provided that "Liquidity" shall mean, as of any time of determination, (A) the amount of the Debtors' and their consolidated subsidiaries' unrestricted cash and cash equivalents plus (B) the amount of any undrawn DIP Commitments and (iii) Cash Liquidity to be less than $30,000,000 as of 11:59 p.m. prevailing Central time on the last business day of the calendar week in which the Initial Draw occurs or any calendar week thereafter;

provided that "Cash Liquidity" shall mean, as of any time of determination, the amount of the Debtors' and their consolidated subsidiaries' unrestricted cash and cash equivalents.

(e) *Proposed Budget Updates*. On or before the second business day before the end of each Budget Period, the Debtors shall deliver to the Notice Parties (as defined in the Interim Securitization Order) a rolling 13-week cash flow forecast of the Debtors substantially in the format of the initial Approved Budget (each, a "Proposed Budget"), which Proposed Budget (including any subsequent revisions to any such Proposed Budget) shall become the Approved Budget effective *unless* the DIP Agent (as directed by the Required DIP Lenders in their reasonable discretion) notifies the Debtors of any reasonable objection to the Proposed Budget within four (4) business days after receipt of the Proposed Budget (the "Approval Deadline"). For the avoidance of doubt, the Debtors' use of proceeds of the DIP Facility and Cash Collateral shall be governed by the then-existing Approved Budget (x) at all times prior to the earlier of (i) the approval of the DIP Agent (as directed by the Required DIP Lenders in their reasonable discretion) of the Proposed Budget and (ii) the Approval Deadline; and (y) during the pendency of any unresolved objection by the DIP Agent (as directed by the Required DIP Lenders in their reasonable discretion) to the Proposed Budget.

8. ***Access to Records.*** The Debtors shall provide the DIP/Prepetition 1L Advisors with all reporting and other information required to be provided to the DIP Agent under the DIP Documents to the extent such information is provided to the DIP Agent. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Documents, upon reasonable notice to counsel to the Debtors (email being sufficient), at reasonable times during normal business hours and upon reasonable notice, the Debtors shall, to the extent reasonably practicable, permit the representatives, advisors, agents, and employees of the DIP Agents and the

Required DIP Lenders to, on a confidential basis, (a) have reasonable access to (i) inspect the DIP Collateral, and (ii) reasonably requested information regarding the Debtors' operations, business affairs and financial condition and the Debtors' books and records, excluding, in each case, any information subject to attorney-client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law or any binding agreement that would violate confidentiality or other obligations, and (b) discuss the Debtors' affairs, financings, and conditions with the Debtors' attorneys and financial advisors.

9. ***Adequate Protection for the Prepetition 1L Secured Parties.***

(a) Subject only to the Carve Out, the Securitization Liens, the Permitted Prior Liens, the DIP Liens, the DIP Superpriority Claims, the Superpriority Securitization Facilities Claims and the terms of this Interim DIP Order, pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition 1L Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case, solely for and equal in amount to the Diminution in Value, the Prepetition 1L Secured Parties are hereby granted the following:

(b) *Prepetition 1L Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), solely to the extent of any Diminution in Value of the Prepetition 1L Secured Parties' interests in the Prepetition Collateral and subject in all cases to the Carve Out and the DIP Liens, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition 1L Collateral Agent, for the benefit of itself and the other Prepetition 1L Secured

Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, senior additional and replacement security interests in and liens on (all such liens and security interests, the "Prepetition 1L Adequate Protection Liens") (i) the Prepetition Collateral and (ii) the DIP Collateral, in each case subject only to the Permitted Prior Liens, the Carve Out, the Securitization Liens and the DIP Liens, in which case the Prepetition 1L Adequate Protection Liens shall be junior in priority, first, to the Permitted Prior Liens; second, to the Carve Out; third, to the Securitization Liens; and fourth, to the DIP Liens.

(c) *Prepetition 1L Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), the Debtors are authorized to grant, and hereby deemed to have granted effective as of the Petition Date, to the Prepetition 1L Administrative Agent, for the benefit of itself and the other Prepetition 1L Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of, and in an aggregate amount equal to, any Diminution in Value (the "Prepetition 1L Adequate Protection Superpriority Claims"), but junior to the Carve Out, Superpriority Securitization Facilities Claims and the DIP Superpriority Claims. Subject to the Carve Out, Superpriority Securitization Facilities Claims and the DIP Superpriority Claims, the Prepetition 1L Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to Paragraph 19 herein), 507(a), 507(b), 546(c), 726, 1113 and 1114. The Prepetition 1L Adequate Protection Superpriority Claims may

be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

(d) *Right to Seek Additional Adequate Protection*. This Interim DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition 1L Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

(e) *Other Covenants*. The Debtors shall maintain their cash management arrangements in a manner consistent with this Court's order(s) granting the Debtors' cash management motion. The Debtors shall provide financial and other periodic reporting to each of the Prepetition 1L Agent, the Prepetition 1.5L Agent and the Prepetition 2L Agent in accordance with the terms of the DIP Credit Agreement.

(f) *Fees and Expenses*. As additional adequate protection, the Debtors shall pay in full in cash and in immediately available funds (with respect to Houlihan and EY, to the extent consistent with the applicable engagement or reimbursement letters entered into by any of the Debtors therewith) (such payments, "Adequate Protection Payments"): (i) subject to Paragraph 38, within ten (10) days after the Debtors' receipt of invoices therefor, the reasonable and documented professional fees, expenses and disbursements (including, but not limited to, the expenses and disbursements of counsel and other third-party consultants, including financial advisors), arising prior to the Petition Date through and including the date of entry of this Interim DIP Order, incurred by the DIP/Prepetition 1L Advisors; and (ii) subject to Paragraph 38, on a monthly basis, within ten (10) days of the Debtors' receipt of invoices therefor, the reasonable and documented professional fees, expenses and disbursements, incurred by the DIP/Prepetition 1L Advisors arising subsequent to the date of entry of this Interim DIP Order through the date on

which the Debtors' authority to use Cash Collateral terminates in accordance with this Interim DIP Order. None of the foregoing reasonable and documented fees, expenses and disbursements shall be subject to separate approval by this Court or require compliance with the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or otherwise seek the Court's approval of any such payments. Any payments made pursuant to this Paragraph 9(f) shall be without prejudice to whether any such payments should be recharacterized or reallocated pursuant to Bankruptcy Code section 506(b) as payments of principal, interest or otherwise.

(g) *Miscellaneous*. Except for (i) the Carve Out, (ii) the Permitted Prior Liens, (iii) the DIP Liens and the DIP Obligations, (iv) the Superpriority Securitization Facilities Claims, (v) the Securitization Liens and (vi) as otherwise provided in this Paragraph 9, the Prepetition 1L Adequate Protection Liens and Prepetition 1L Adequate Protection Superpriority Claims granted to the Prepetition 1L Secured Parties pursuant to this Paragraph 9 of this Interim DIP Order shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551 and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under Bankruptcy Code section 364 or otherwise.

10. ***Adequate Protection for the Prepetition 1.5L Secured Parties.***

(a) Subject only to the Carve Out, the Securitization Liens, the Permitted Prior Liens, the DIP Liens, the DIP Superpriority Claims, the Superpriority Securitization Facilities Claims, the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens and the Prepetition 1L Adequate Protection Superpriority Claims and the terms of this Interim DIP Order, pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364, and in consideration of the

stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition 1.5L Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case, solely for and equal in amount to the Diminution in Value, the applicable Prepetition 1.5L Secured Parties are hereby granted the following:

(b) *Prepetition 1.5L Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), solely to the extent of any Diminution in Value of the Prepetition 1.5L Secured Parties' interests in the Prepetition Collateral and subject in all cases to the Carve Out, the Securitization Liens, the Permitted Prior Liens, the DIP Liens, the Prepetition 1L Adequate Protection Liens and the Prepetition 1L Priority Liens, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition 1.5L Collateral Agent, for the benefit of itself and the other Prepetition 1.5L Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, senior (except as otherwise provided in this Paragraph 10(b)), additional and replacement security interests in and liens on (all such liens and security interests, the "Prepetition 1.5L Adequate Protection Liens") (i) the Prepetition Collateral and (ii) the DIP Collateral, which Prepetition 1.5L Adequate Protection Liens shall be junior only to the Permitted Prior Liens, the Carve Out, the Securitization Liens, the DIP Liens, the Prepetition 1L Adequate Protection Liens and the Prepetition 1L Priority Liens, in which case the Prepetition 1.5L Adequate Protection Liens shall be junior in priority, first, to the Permitted Prior Liens; second, to the Carve Out; third, to the Securitization Liens; fourth, to the DIP Liens; fifth, to the Prepetition 1L Adequate Protection Liens; and, sixth, to the Prepetition 1L Priority Liens.

(c) *Prepetition 1.5L Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), the Debtors are authorized to grant, and hereby deemed to have granted, effective as of the Petition Date, to the Prepetition 1.5L Agent, for the benefit of itself and the other Prepetition 1.5L Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of, and in an aggregate amount equal to, any Diminution in Value (the "Prepetition 1.5L Adequate Protection Superpriority Claims"), but junior to the Carve Out, the Superpriority Securitization Facilities Claims, the DIP Superpriority Claims and the Prepetition 1L Adequate Protection Superpriority Claims. Subject to the Carve Out, the Superpriority Securitization Facilities Claims, the DIP Superpriority Claims and the Prepetition 1L Adequate Protection Superpriority Claims, the Prepetition 1.5L Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to Paragraph 19 herein), 507(a), 507(b), 546(c), 726, 1113 and 1114. The Prepetition 1.5L Adequate Protection Superpriority Claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

(d) *Right to Seek Additional Adequate Protection*. This Interim DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any

of the Prepetition 1.5L Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

(e) *Miscellaneous*. Except for (i) the Carve Out, (ii) the Permitted Prior Liens, (iii) the DIP Liens and the DIP Obligations, (iv) the Superpriority Securitization Facilities Claims, (v) the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens and the Prepetition 1L Adequate Protection Superpriority Claims, (vi) the Securitization Liens, and (vii) as otherwise provided in this Paragraph 10, the Prepetition 1.5L Adequate Protection Liens and Prepetition 1.5L Adequate Protection Superpriority Claims granted to the Prepetition 1.5L Secured Parties pursuant to this Paragraph 10 of this Interim DIP Order shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551 and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under Bankruptcy Code section 364 or otherwise.

11. ***Adequate Protection for the Prepetition 2L Secured Parties.***

(a) Subject only to the Carve Out, the Securitization Liens, the Permitted Prior Liens, the DIP Liens, the DIP Superpriority Claims, the Superpriority Securitization Facilities Claims, the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens, the Prepetition 1L Adequate Protection Superpriority Claims, Prepetition 1.5L Adequate Protection Liens, the Prepetition 1.5L Priority Liens and the Prepetition 1.5L Adequate Protection Superpriority Claims and the terms of this Interim DIP Order, pursuant to Bankruptcy Code sections 361, 362, 363(e) and 364, and in consideration of the stipulations and consents set forth herein, as adequate protection of the interests of the Prepetition 2L Secured Parties in the Prepetition Collateral (including Cash Collateral), in each case, solely for and equal in amount to

the Diminution in Value, the applicable Prepetition 2L Secured Parties are hereby granted the following:

(b) *Prepetition 2L Adequate Protection Liens*. Pursuant to Bankruptcy Code sections 361(2) and 363(c)(2), solely to the extent of any Diminution in Value of the Prepetition 2L Secured Parties' interests in the Prepetition Collateral and subject in all cases to the Carve Out, the Securitization Liens, the Permitted Prior Liens, the DIP Liens, the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens, Prepetition 1.5L Adequate Protection Liens and Prepetition 1.5L Priority Liens, effective as of the Petition Date and in each case perfected without the necessity of the execution by the Debtors (or recordation or other filing) of security agreements, control agreements, pledge agreements, financing statements, mortgages or other similar documents, or by possession or control, the Debtors are authorized to grant, and hereby deemed to have granted, to the Prepetition 2L Collateral Agent, for the benefit of itself and the other Prepetition 2L Secured Parties, valid, binding, continuing, enforceable, fully-perfected, nonavoidable, senior (except as otherwise provided in this Paragraph 11(b)), additional and replacement security interests in and liens on (all such liens and security interests, the "Prepetition 2L Adequate Protection Liens" and, together with the Prepetition 1L Adequate Protection Liens and 1.5 Lien Adequate Protection Liens, the "Adequate Protection Liens") (i) the Prepetition Collateral and (ii) the DIP Collateral, which Prepetition 2L Adequate Protection Liens shall be junior only to the Permitted Prior Liens, the Carve Out, the Securitization Liens, the DIP Liens, the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens, the Prepetition 1.5L Adequate Protection Liens and the Prepetition 1.5L Priority Liens, in which case the Prepetition 2L Adequate Protection Liens shall be junior in priority, first, to the Permitted Prior Liens; second, to the Carve Out; third, to the Securitization Liens; fourth, to the DIP Liens; fifth,

to the Prepetition 1L Adequate Protection Liens; sixth, to the Prepetition 1L Priority Liens; seventh, to the Prepetition 1.5L Adequate Protection Liens; and, eighth, to the Prepetition 1.5L Priority Liens.

(c) *Prepetition 2L Adequate Protection Superpriority Claims*. As further adequate protection, and to the extent provided by Bankruptcy Code sections 503(b) and 507(b), the Debtors are authorized to grant, and hereby deemed to have granted, effective as of the Petition Date, to the Prepetition 2L Agent, for the benefit of itself and the other Prepetition 2L Secured Parties, allowed superpriority administrative expense claims in each of the Cases ahead of and senior to any and all other administrative expense claims in such Cases to the extent of, and in an aggregate amount equal to, any Diminution in Value (the "Prepetition 2L Adequate Protection Superpriority Claims" and together with the Prepetition 1L Adequate Protection Superpriority Claims and the Prepetition 1.5L Adequate Protection Superpriority Claims, the "Adequate Protection Superpriority Claims" and, the Adequate Protection Superpriority Claims with the Adequate Protection Liens, the "Adequate Protection Obligations"), but junior to the Carve Out, the Superpriority Securitization Facilities Claims, the DIP Superpriority Claims, the Prepetition 1L Adequate Protection Superpriority Claims and the Prepetition 1.5L Adequate Protection Superpriority Claims. Subject to the Carve Out, the Superpriority Securitization Facilities Claims, the DIP Superpriority Claims, the Prepetition 1L Adequate Protection Superpriority Claims and the Prepetition 1.5L Adequate Protection Superpriority Claims, the Prepetition 2L Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims and other claims against each of the Debtors, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105,

326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to Paragraph 19 herein), 507(a), 507(b), 546(c), 726, 1113 and 1114. The Prepetition 2L Adequate Protection Superpriority Claims may be paid under any plan of reorganization in any combination of cash, debt, equity or other property having a value on the effective date of such plan equal to the allowed amount of such claims.

(d) *Right to Seek Additional Adequate Protection*. This Interim DIP Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of any of the Prepetition 2L Secured Parties to request further or alternative forms of adequate protection at any time or the rights of the Debtors or any other party to contest such request.

(e) *Miscellaneous*. Except for (i) the Carve Out, (ii) the Permitted Prior Liens, (iii) the DIP Liens and the DIP Obligations, (iv) the Superpriority Securitization Facilities Claims, (v) the Prepetition 1L Adequate Protection Liens, the Prepetition 1L Priority Liens and the Prepetition 1L Adequate Protection Superpriority Claims, (vi) the Prepetition 1.5L Adequate Protection Liens, the Prepetition 1.5 Priority Liens and the Prepetition 1.5L Adequate Protection Superpriority Claims, (vii) the Securitization Liens, and (viii) as otherwise provided in this Paragraph 11, the Prepetition 2L Adequate Protection Liens and Prepetition 2L Adequate Protection Superpriority Claims granted to the Prepetition 2L Secured Parties pursuant to this Paragraph 11 of this Interim DIP Order shall not be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551 and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under Bankruptcy Code section 364 or otherwise.

12. ***Perfection of DIP Liens and Adequate Protection Liens.***

(a) The DIP Collateral Agent, the Prepetition 1L Collateral Agent, Prepetition 1.5L Collateral Agent and the Prepetition 2L Collateral Agent are hereby authorized, but not

required, to file or record (and to execute in the name of the Debtors, as their true and lawful attorneys, with full power of substitution, to the maximum extent permitted by law) security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments in any jurisdiction in order to validate and perfect the DIP Liens and the Adequate Protection Liens. Whether or not the DIP Collateral Agent, the Prepetition 1L Collateral Agent, Prepetition 1.5L Collateral Agent or the Prepetition 2L Collateral Agent shall, in their discretion or at the direction of the Required DIP Lenders or requisite Prepetition Secured Parties, choose to file such security agreements, pledge agreements, financing statements, intellectual property filings, deeds of trust, mortgages, depository account control agreements, notices of lien, or similar instruments or documents, such DIP Liens and Adequate Protection Liens shall be deemed valid, automatically perfected, allowed, enforceable, non-avoidable and effective by operation of law, and not subject to challenge, dispute, or subordination (subject to the priorities set forth in this Interim DIP Order), at the time and on the date of this Interim DIP Order, in any jurisdiction (domestic and foreign), without the need of any further action of any kind. This Interim DIP Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of filing or recording any security agreements, pledge agreements, financing statement, intellectual property filing, deed of trust, mortgage, depository account control agreement, notice of lien, or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to create, attach, validate or perfect the DIP Liens and the Adequate Protection Liens or to entitle the DIP Liens and the Adequate Protection Liens to the priorities granted herein. Upon the request of the DIP Agent, the Prepetition 1L Collateral Agent, Prepetition 1.5L Collateral Agent or the Prepetition 2L

Collateral Agent, as applicable, each of the DIP Secured Parties, the Prepetition Secured Parties and the Debtors, without any further consent of any party, is authorized to take, execute, deliver, and file such instruments to enable the DIP Agent, the Prepetition 1L Collateral Agent, Prepetition 1.5L Collateral Agent or the Prepetition 2L Collateral Agent, as applicable, to further validate, perfect, preserve, and enforce the DIP Liens and the applicable Adequate Protection Liens, respectively. All such documents will be deemed to have been recorded and filed as of the Petition Date.

(b) A copy of this Interim DIP Order may, in the discretion of the DIP Agent, the Prepetition 1L Collateral Agent, Prepetition 1.5L Collateral Agent or the Prepetition 2L Collateral Agent or at the direction of the Required DIP Lenders or the requisite Prepetition Secured Parties, as applicable, be filed with or recorded in filing or recording offices in addition to, or in lieu of, such security agreements, pledge agreements, financing statements, intellectual property filings, mortgages, depository account control agreement, deeds of trust, notices of lien, or similar instruments, and all filing offices in all jurisdictions (domestic and foreign) are hereby authorized to accept such certified copy of this Interim DIP Order for filing and recording.

13. ***Carve Out.***

(a) *Priority of Carve Out*. Each of the DIP Liens, the Prepetition Liens, the Adequate Protection Liens, the DIP Superpriority Claims and the Adequate Protection Superpriority Claims shall be subject and subordinate to payment of the Carve Out (as defined below).

(b) *Definition of Carve Out*. As used in this Interim DIP Order, the "Carve Out" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the United States Trustee (the "U.S. Trustee") under section 1930(a) of title 28 of the United

States Code plus interest at the statutory rate (without regard to the notice set forth in (iii) below); (ii) all reasonable fees and expenses up to $50,000 incurred by a trustee under Bankruptcy Code section 726(b) (without regard to the notice set forth in (iii) below); (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees and expenses (the "Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to Bankruptcy Code section 327, 328, or 363 (the "Debtor Professionals") and the Committee pursuant to Bankruptcy Code section 328 or 1103 (the "Committee Professionals" and, together with the Debtor Professionals, the "Professional Persons") at any time before or on the first business day following delivery by the DIP Agent (at the direction of the Required DIP Lenders) of a Carve Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice (the amounts set forth in clauses (i) through (iii), the "Pre Carve Out Trigger Notice Cap"); and (iv) Allowed Professional Fees of Debtor Professionals in an aggregate amount not to exceed $2,000,000 incurred after the first business day following delivery by the DIP Agent of the Carve Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the "Post-Carve Out Trigger Notice Cap"); provided that no fees or expenses of any Professional Persons may be included in the calculation of both the Post-Carve Out Trigger Notice Cap and the Pre-Carve Out Trigger Notice Cap. For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (as directed by Required DIP Lenders in their sole discretion) to the Debtors, their lead restructuring counsel (Akin Gump Strauss Hauer & Feld LLP), the U.S. Trustee, and counsel to any Committee (if appointed), which notice may be delivered following the occurrence and during the continuation of an Event of

Default (as defined below) and acceleration of the DIP Obligations under the DIP Facility, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

(c) *Carve Out Reserve*. On the day on which a Carve Out Trigger Notice is delivered in accordance with Paragraph 13 (the "Termination Declaration Date"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees plus reasonably estimated fees not yet allowed for the period through and including the Termination Declaration Date. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust to pay such then unpaid Allowed Professional Fees plus reasonably estimated fees not yet allowed for the period through and including the Termination Declaration Date (the "Pre-Carve Out Trigger Notice Reserve") prior to any and all other claims. On the Termination Declaration Date, the Carve Out Trigger Notice shall also constitute a demand to the Debtors to utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor, after funding the Pre-Carve Out Trigger Notice Reserve, to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "Post-Carve Out Trigger Notice Reserve" and, together with the Pre-Carve Out Trigger Notice Reserve, the "Carve Out Reserves") prior to any and all other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of "Carve Out" set forth above (the "Pre-Carve Out Amounts"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay to the DIP

Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, either in cash or as otherwise expressly permitted under the DIP Documents, and all DIP Commitments have been terminated, in which case any such excess shall be paid to the Prepetition 1L Secured Parties in accordance with their rights and priorities as of the Petition Date and subject to the Intercreditor Agreements. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in the Post-Carve Out Trigger Notice Cap and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to the DIP Agent for the benefit of the DIP Lenders, unless the DIP Obligations have been indefeasibly paid in full, either in cash or as otherwise expressly permitted under the DIP Documents, and all DIP Commitments have been terminated, in which case any such remaining excess shall be paid to the Prepetition 1L Secured Parties in accordance with their rights and priorities as of the Petition Date and subject to the Intercreditor Agreements. Notwithstanding anything to the contrary in the DIP Documents or this Interim DIP Order, (i) if the Post-Carve Out Trigger Notice Reserve is not funded in full in the amount set forth in this Paragraph 13, then, any excess funds in Pre-Carve Out Trigger Notice Reserve following the payment of the Pre-Carve Out Amounts shall be used to fund the Post-Carve Out Trigger Notice Reserve, up to the applicable amount set forth in this Paragraph 13, prior to making any payments to the DIP Agent or the Prepetition 1L Secured Parties, as applicable, following delivery of a Carve Out Trigger Notice, (ii) if, following delivery of a Carve Out Trigger Notice and any reallocation of amounts in the Carve Out Reserves pursuant to the immediately preceding clause (i), either of the Carve Out Reserves is funded in an amount that does not cover actually incurred Allowed Professional Fees up to the Pre-Carve Out Trigger Notice Cap and the Post-Carve Out Trigger Notice Cap, as applicable, then such Carve Out Reserves will be funded in an amount that will be equal to the value of actually incurred Allowed

Professional Fees up to the Pre-Carve Out Trigger Notice Cap and the Post-Carve Out Trigger Notice Cap, as applicable, as soon as practicable but no later than two (2) business days following discovery of such shortfall by the Debtors; and (iii) following delivery of a Carve Out Trigger Notice, none of the DIP Secured Parties or the Prepetition Secured Parties shall sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid to the DIP Agent for application in accordance with the terms hereof and the DIP Documents and this Interim DIP Order. Further, notwithstanding anything to the contrary in this Interim DIP Order, (A) disbursements by the Debtors from the Carve Out Reserves shall not increase or reduce the DIP Obligations or the Prepetition Secured Indebtedness, (B) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (C) in no way shall the Approved Budget, Proposed Budget, Carve Out, the Pre-Carve Out Trigger Notice Cap, Post-Carve Out Trigger Notice Cap, Carve Out Reserves, or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt, the Carve Out shall be senior to all liens and claims securing the DIP Obligations and the Prepetition Secured Indebtedness, the DIP Liens, the Adequate Protection Liens, the DIP Superpriority Claims, the Adequate Protection Superpriority Claims, any claims arising under Bankruptcy Code section 507(b), and any and all other forms of adequate protection, liens, or claims relating to the DIP Obligations or the Prepetition Secured Indebtedness.

(d) *Payment of Allowed Professional Fees Prior to the Termination Declaration Date*. Any payment or reimbursement made prior to the occurrence of the

Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce or be deemed to reduce the Carve Out.

(e) *No Direct Obligation To Pay Allowed Professional Fees*. The DIP Agent, Prepetition 1L Agent, Prepetition 1.5L Agent, the Prepetition 2L Agent, and the other DIP Secured Parties and Prepetition Secured Parties reserve the right to object to the allowance of any fees and expenses, whether or not such fees and expenses were incurred in accordance with the Approved Budget. Except for funding the Carve Out Reserves as provided herein, none of the DIP Secured Parties or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person or any fees or expenses of the U.S. Trustee or Clerk of the Court incurred in connection with the Cases or any successor cases under any chapter of the Bankruptcy Code. Nothing in this Interim DIP Order or otherwise shall be construed to obligate the DIP Secured Parties or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(f) *Payment of Carve Out On or After the Termination Declaration Date*. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis. Any funding or payment of the Carve Out from cash on hand or other available cash shall not reduce the DIP Obligations or Prepetition Secured Indebtedness, and shall be otherwise entitled to the protections granted under this Interim DIP Order, the DIP Documents, the Bankruptcy Code, and applicable law.

14. ***DIP Termination Date.*** On the DIP Termination Date (as defined below), consistent with the DIP Credit Agreement, (a) all DIP Obligations shall be immediately due and

payable and all DIP Commitments will terminate; (b) all authority to use Cash Collateral shall cease; *provided, however*, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund (i) the Carve Out, (ii) payroll and (iii) other expenses critical to the administration of the Debtors' estates provided such payments are in accordance with the Approved Budget, subject to Permitted Variances; and (c) the DIP Secured Parties shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Interim DIP Order.

15. ***Events of Default.*** The occurrence of any of the following events, unless waived by the Required DIP Lenders in accordance with the terms of the DIP Documents, shall constitute an event of default (collectively, the "Events of Default"): (a) the failure of the Debtors to comply with any of the Required Milestones (as defined below); or (b) the occurrence of an "Event of Default" under the DIP Credit Agreement.

16. ***Milestones.*** The Debtors shall comply with those certain case milestones set forth on Exhibit 3 to this Interim DIP Order (collectively, the "Required Milestones"). The failure to comply with any Required Milestone shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement.

17. ***Rights and Remedies Upon Event of Default.***

(a) Immediately upon the occurrence and during the continuation of an Event of Default and the delivery of the Carve Out Trigger Notice, notwithstanding the provisions of Bankruptcy Code section 362, without any application, motion, or notice to, hearing before, or order from the Court, but subject to the terms of this Interim DIP Order, including, without limitation, the Remedies Notice Period (defined below), (x) the DIP Agent (at the direction of the Required DIP Lenders) may declare (any such declaration shall be referred to herein as a

"Termination Declaration") (i) all DIP Obligations owing under the DIP Documents to be immediately due and payable, (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the DIP Facility, (iii) termination of the DIP Facility and the DIP Documents as to any future liability or obligation of the DIP Agent and the DIP Lenders, but without affecting any of the DIP Liens or the DIP Obligations, and (iv) the application of the Carve Out through the delivery of the Carve Out Trigger Notice to the DIP Borrower and (y) the DIP Agent (at the direction of the Required DIP Lenders) may declare a termination (or reduction or restriction) on the ability of the Debtors to use Cash Collateral (the date on which a Termination Declaration is delivered, the "DIP Termination Date") in which case such rights and remedies described in clauses (x) and (y) as are set forth in the applicable Termination Declaration shall immediately go into effect, provided, however, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to fund the Carve-Out and pay payroll and other expenses critical to the administration of the Debtors' estates strictly in accordance with the Approved Budget, subject to Permitted Variances. The Termination Declaration shall not be effective until notice has been provided by electronic mail (or other electronic means) to counsel to the Debtors, counsel to a Committee (if appointed), counsel to the Securitization Agents, and the U.S. Trustee.

(b) Upon the occurrence of an Event of Default, the DIP Agent, (acting at the direction of the Required DIP Lenders) and/or applicable Prepetition 1L Secured Parties, may file a motion with the Court seeking emergency relief (a "Remedies Determination Hearing") on at least five (5) business days' notice to the Debtors, the Securitization Agents, and the U.S. Trustee, and the Debtors agree not to object to the shortening of notice of such Remedies Determination Hearing. The "Remedies Notice Period" shall be defined as the date commencing with the

Termination Declaration through a Court determination at the Remedies Determination Hearing. At such Remedies Determination Hearing, (x) the DIP Agent (acting at the direction of the Required DIP Lenders) may seek Court approval to exercise its rights and remedies (in addition to those rights and remedies set forth in Paragraph 17(a) above) in accordance with the DIP Documents and this Interim DIP Order to satisfy the DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to the Carve Out and the Superpriority Securitization Facilities Claims, including the complete termination of the use of Cash Collateral and (y) the applicable Prepetition Secured Parties may seek to exercise their respective rights and remedies to the extent available in accordance with the applicable Prepetition Secured Indebtedness Documents and this Interim DIP Order with respect to the Debtors' use of Cash Collateral. Upon a Termination Declaration, the Debtors, the Committee (if appointed), and/or any party in interest shall also be entitled to seek an emergency hearing with the Court for the sole purpose of contesting whether an Event of Default has occurred or is continuing.

(c) Nothing herein shall alter the burden of proof set forth in the applicable provisions of the Bankruptcy Code at any hearing on any request by the Debtors or other party in interest to re-impose or continue the automatic stay under Bankruptcy Code section 362(a), use Cash Collateral, or to obtain any other injunctive relief. Any delay or failure of the DIP Agent or the Prepetition 1L Agent to exercise rights under the DIP Documents, the Credit Documents, the Intercreditor Agreements, or this Interim DIP Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The occurrence of the DIP Termination Date shall not affect the validity, priority, or enforceability of any and all rights, remedies, benefits, and protections provided to any of the DIP Secured Parties or the Prepetition Secured Parties under

this Interim DIP Order, which rights, remedies, benefits, and protections shall survive the DIP Termination Date or the delivery of a Termination Declaration.

(d) Upon the termination of the DIP Facility in accordance with the terms of this Interim DIP Order, all DIP Obligations shall be indefeasibly paid in cash.

18. ***Payments Free and Clear.*** Subject to the Carve-Out and Paragraphs 3(c), 9(f) and 38 of this Interim DIP Order, any and all payments or proceeds remitted to the DIP Agent for the benefit of the DIP Secured Parties, the Prepetition 1L Agent for the benefit of the Prepetition 1L Secured Parties, the Prepetition 1.5L Agent for the benefit of the Prepetition 1.5L Secured Parties, or the Prepetition 2L Agent for the benefit of the Prepetition 2L Secured Parties pursuant to the provisions of this Interim DIP Order or any subsequent order of this Court shall be irrevocable, received free and clear of any claim, charge, assessment or other liability, including without limitation, subject to Paragraph 19 herein, any such claim or charge arising out of or based on, directly or indirectly, Bankruptcy Code section 506(c) (whether asserted or assessed by, through or on behalf of the Debtor) or section 552(b).

19. ***Limitation on Charging Expenses Against Collateral.*** All rights to surcharge the interests of the DIP Secured Parties and Prepetition Secured Parties in any DIP Collateral or Prepetition Collateral, as applicable, under Bankruptcy Code section 506(c) or any other applicable principle or equity or law shall be and are hereby finally and irrevocably waived, and such waiver shall be binding upon the Debtors and all parties in interest in the Cases, provided further that the foregoing waiver shall be without prejudice to any provision of the Final DIP Order with respect to costs or expenses incurred following entry of such Final DIP Order.

20. ***Section 507(b) Reservation.*** Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the

Prepetition 1L Agent, Prepetition 1.5L Agent, the Prepetition 2L Agent or the other Prepetition Secured Parties hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral) during the Cases or any successor cases, including, but not limited to, any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the Cases.

21. ***Insurance***. Until the DIP Obligations have been indefeasibly paid in full, at all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date. Upon entry of this Interim DIP Order, the DIP Agent is, and will be deemed to be, without any further action or notice, named as additional insureds and lender's loss payees on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

22. ***No Waiver for Failure to Seek Relief***. The failure or delay of the DIP Agent or the Required DIP Lenders to exercise rights and remedies under this Interim DIP Order, the DIP Documents, or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder, or otherwise.

23. ***Reservation of Rights of the DIP Secured Parties and Prepetition Secured Parties.*** This Interim DIP Order and the transactions contemplated hereby shall be without prejudice to (a) the rights of any of DIP Secured Parties or the Prepetition Secured Parties, as applicable, to seek additional or different adequate protection, move to vacate the automatic stay, move for the appointment of a trustee or examiner, move to dismiss or convert the Cases, or to take any other action in the Cases and to appear and be heard in any matter raised in the Cases, or any party in interest from contesting any of the foregoing, and (b) any and all rights, remedies,

claims and causes of action which the DIP Secured Parties or the Prepetition Secured Parties may have against any non-Debtor party liable for the DIP Obligations or the Prepetition Secured Indebtedness. For all adequate protection purposes throughout the Cases, each of the Prepetition Secured Parties shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim DIP Order.

24. ***Modification of Automatic Stay.*** The Debtors are authorized and directed to perform all acts and to make, execute and deliver any and all instruments as may be reasonably necessary to implement the terms and conditions of this Interim DIP Order and the transactions contemplated hereby. The stay of Bankruptcy Code section 362 is hereby modified to permit the parties to accomplish the transactions contemplated by this Interim DIP Order.

25. ***Survival of DIP Documents and Interim DIP Order.*** The provisions of the DIP Documents and this Interim DIP Order shall be binding upon any trustee appointed during the Cases or upon a conversion to cases under chapter 7 of the Bankruptcy Code, and any actions taken pursuant hereto shall survive entry of any order which may be entered converting the Cases to chapter 7 cases, dismissing the Cases under Bankruptcy Code section 1112 or otherwise. The terms and provisions of and the priorities in payments, liens, and security interests granted pursuant to, the DIP Documents and this Interim DIP Order, shall continue notwithstanding any conversion of any of the Cases to a case under chapter 7 of the Bankruptcy Code, or the dismissal of any of the Cases. Subject to the limitations expressly set forth in this Interim DIP Order, the Adequate Protection Payments made pursuant to this Interim DIP Order shall not be subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance in any of the Cases or any subsequent chapter 7 cases (other than a defense that the payment has actually been made).

26. ***No Third-Party Rights.*** Except as explicitly provided for herein, this Interim DIP Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

27. ***Release.*** Subject to the rights and limitations set forth in Paragraph 30 of this Interim DIP Order, and effective upon entry of this Interim DIP Order, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors, and assigns, shall, to the maximum extent permitted by applicable law, unconditionally, irrevocably, and fully forever release, remise, acquit, relinquish, irrevocably waive, and discharge each of the DIP Secured Parties and the Prepetition Secured Parties (each in their respective roles as such), and each of their respective affiliates, former, current, or future officers, employees, directors, agents, representatives, owners, members, partners, financial and other advisors and consultants, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates and assigns, and predecessors and successors in interest, each in their capacity as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened, including, without limitation, all legal and equitable theories of recovery, arising under common law, statute, or regulation or by contract, of every nature and description that exist on the date hereof with respect to or relating to the DIP Loans, the Prepetition 1L Loans, the Prepetition 1.5L Notes, the Prepetition 2L Notes, the DIP Liens, the Prepetition Liens, the DIP Obligations, the Prepetition Secured Indebtedness, the DIP Documents, the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, the Prepetition 2L

Notes Documents, or the Intercreditor Agreements, or this Interim DIP Order, as applicable, and/or the transactions contemplated hereunder or thereunder including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising under the Bankruptcy Code, and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection, or avoidability of the liens or claims of the DIP Secured Parties or the Prepetition Secured Parties; *provided* that nothing herein shall relieve the Released Parties from fulfilling their obligations under the DIP Documents, the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, the Prepetition 2L Notes Documents, the Intercreditor Agreements or this Interim DIP Order.

28. ***Binding Effect.*** The DIP Documents, and the provisions of this Interim DIP Order, including all findings herein, shall be binding upon all parties in interest in the Cases, including, without limitation, the DIP Secured Parties, the Prepetition Secured Parties, any Committee (if appointed), and the Debtors and their respective successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of the DIP Secured Parties and the Prepetition Secured Parties; *provided* neither the DIP Secured Parties nor the Prepetition Secured Parties shall have any obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee or similar responsible person appointed for the estates of the Debtors.

29. ***Reversal, Stay, Modification or Vacatur.*** In the event the provisions of this Interim DIP Order are reversed, stayed, modified or vacated by court order following notice and any

further hearing, such reversals, modifications, stays or vacatur shall not affect the rights and priorities of the DIP Secured Parties and the Prepetition Secured Parties granted pursuant to this Interim DIP Order. Notwithstanding any such reversal, stay, modification or vacatur by court order, any indebtedness, obligation or liability incurred by the Debtors pursuant to this Interim DIP Order arising prior to the DIP Agent's, the Prepetition 1L Agent's, the Prepetition 1.5L Agent's, or the Prepetition 2L Agent's receipt of notice of the effective date of such reversal, stay, modification or vacatur shall be governed in all respects by the original provisions of this Interim DIP Order, and the DIP Secured Parties and the Prepetition Secured Parties shall continue to be entitled to all of the rights, remedies, privileges and benefits, including any payments authorized herein and the security interests and liens granted herein, with respect to all such indebtedness, obligation or liability, and the validity of any payments made or obligations owed or credit extended or lien or security interest granted pursuant to this Interim DIP Order is and shall remain subject to the protection afforded under the Bankruptcy Code.

30. ***Reservation of Certain Third-Party Rights and Bar of Challenge and Claims.***

(a) Subject to the Challenge Period (as defined below), the stipulations, admissions, waivers, and releases contained in this Interim DIP Order, including the Debtors' Stipulations, shall be binding upon the Debtors, their estates, and any of their respective successors, including, without limitation, any chapter 7 or chapter 11 trustee, responsible person, examiner with expanded powers, or other estate representative, in all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Challenges (as defined below) as of the Petition Date. The stipulations, admissions, waivers and releases contained in this Interim DIP Order, including the Debtors' Stipulations, shall be binding upon all other parties in interest, including any Committee and any other person acting on behalf of the

Debtors' estates, unless and solely to the extent that (i) a party in interest is granted standing to file an adversary proceeding or contested matter under the Bankruptcy Rules and files a complaint seeking to avoid, object to, or otherwise challenge the findings or Debtors' Stipulations regarding (A) the validity, enforceability, extent, priority, or perfection of any of the Prepetition Liens or the mortgages, security interests, and liens of any of the Prepetition Secured Parties securing any Prepetition Secured Indebtedness, and the characterization of any of the Prepetition Collateral or (B) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition Secured Indebtedness (any such claim set forth in such a complaint, a "Challenge") before the earlier of (a) (1) solely in the case of the Committee, if any, sixty (60) days after the appointment of the Committee if such appointment occurs no more than sixty (60) days from the entry of this Interim DIP Order and (2) with respect to all other parties in interest, sixty (60) days from the entry of this Interim DIP Order and (b) the date of entry of an order confirming a plan of reorganization or liquidation, subject to further extension by written agreement of (1) the Debtors and (2) as applicable, the Prepetition 1L Agent (at the direction of the requisite Prepetition 1L Secured Parties), the Prepetition 1.5L Agent (at the direction of the requisite Prepetition 1.5L Secured Parties) or Prepetition 2L Agent (at the direction of the requisite Prepetition 2L Secured Parties) (the "Challenge Period" and, the date of expiration of the Challenge Period, the "Challenge Period Termination Date"); *provided*, *however*, that if, prior to the end of the Challenge Period, (x) the Cases are converted to Cases under chapter 7 of the Bankruptcy Code, or (y) a chapter 11 trustee is appointed, then, in each such case, the Challenge Period shall be extended by the later of (I) the time remaining under the Challenge Period plus ten (10) days or (II) such other time as ordered by the Court solely with respect to any such trustee appointed; and (ii) the Court enters a final order

in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter, which is no longer subject to appeal.

(b) To the extent the stipulations, admissions, waivers and releases contained in this Interim DIP Order, including the Debtors' Stipulations, are (x) not subject to a Challenge timely and properly commenced prior to the expiration of the Challenge Period Termination Date or (y) subject to a Challenge timely and properly commenced prior to the expiration of the Challenge Period Termination Date, to the extent any such Challenge does not result in a final and nonappealable judgment or order of the Court that is inconsistent with the stipulations, admissions, waivers and releases contained in this Interim DIP Order, including the Debtors' Stipulations, then, without further notice, motion, or application to, or order of, or hearing before, this Court and without the need or requirement to file any proof of claim: (i) any and all such Challenges by any party (including the Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed or elected in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed or elected in any successor case) shall be deemed to be forever, waived, released, and barred; (ii) the Prepetition Secured Indebtedness shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Debtors' Cases and any successor cases; (iii) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) all of the Debtors' stipulations, admissions, waivers and releases contained in this Interim DIP Order, including the Debtors' Stipulations, and all other waivers, releases, affirmations, and other stipulations as to the priority, extent, and validity as to the Prepetition Secured Parties' claims, liens, and interests contained in this Interim DIP Order (including the

Prepetition Liens) shall be in full force and effect and forever binding upon the Debtors, the Debtors' estates, and all creditors, interest holders, and other parties in interest in these Cases and any successor cases.

(c) If a Challenge is timely and properly filed under the Bankruptcy Rules and remains pending and the Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such Challenge on behalf of the Debtors' estates. Furthermore, if any such Challenge is timely and properly filed under the Bankruptcy Rules, the stipulations, admissions, waivers and releases contained in this Interim DIP Order, including the Debtors' Stipulations, shall nonetheless remain binding and preclusive on any Committee and any other person or entity except to the extent that such stipulations and admissions were expressly challenged in such timely and properly filed Challenge prior to the Challenge Period Termination Date and determined by final order of the Court to be disallowed. Nothing in this Interim DIP Order vests or confers on any person (as defined in the Bankruptcy Code), including, without limitation, any Committee appointed in the Cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, any challenges (including a Challenge) with respect to the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, the Prepetition 2L Notes Documents, the Prepetition Liens, and the Prepetition Secured Indebtedness, and a separate order of the Court conferring such standing on any Committee or other party-in-interest shall be a prerequisite for the prosecution of a Challenge by such Committee or such other party-in-interest. For the avoidance of doubt, to the extent any Challenge is timely and properly commenced, the Prepetition 1L Secured Parties shall be entitled to reimbursement or payment of the related reasonable and documented costs and expenses, including, but not limited to, reasonable and

documented attorneys' fees, incurred in defending themselves in any such proceeding in accordance with and subject to Paragraph 9(f) of this Interim DIP Order.

31. ***Limitation on Use of DIP Proceeds, DIP Collateral and Cash Collateral.*** Notwithstanding anything to the contrary set forth in this Interim DIP Order, but subject to the proviso below in this Paragraph 31, none of the DIP proceeds (the "DIP Proceeds"), the DIP Collateral, the Prepetition Collateral, including Cash Collateral, or the Carve Out or proceeds of the foregoing may be used for the payment of professional fees, disbursements, costs, or expenses incurred by any person: (a) to investigate (including by way of examinations or discovery proceedings), initiate, assert, prosecute, join, commence, support, or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or other litigation of any type (i) against any of the DIP Secured Parties or the Prepetition Secured Parties (in their capacities as such), and each of their respective affiliates, officers, directors, employees, agents, representatives, attorneys, consultants, financial advisors, affiliates, assigns, or successors, with respect to any transaction, occurrence, omission, action, or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, any so-called "lender liability" claims and causes of action, or seeking relief that would impair the rights and remedies of the DIP Secured Parties under the DIP Documents or this Interim DIP Order or the Prepetition Secured Parties under the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, or the Prepetition 2L Notes Documents (as applicable) or this Interim DIP Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Committee appointed (if any) in these Cases in connection with the assertion of or joinder in any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense, adversary proceeding, or

other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration, or similar relief that would impair the ability of any of the DIP Secured Parties to recover on the DIP Collateral or the Prepetition Secured Parties to recover on the Prepetition Collateral or seeking affirmative relief against any of the DIP Secured Parties related to the DIP Obligations or the Prepetition Secured Parties related to the Prepetition Secured Indebtedness (excluding, for the avoidance of doubt, filing and seeking approval of the Securitization Facilities Motion); (ii) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the DIP Obligations or the Prepetition Secured Indebtedness, or the DIP Secured Parties' and the Prepetition Secured Parties' respective DIP Liens, Prepetition Liens or security interests in the DIP Collateral or Prepetition Collateral, as applicable (excluding, for the avoidance of doubt, filing and seeking approval of the Securitization Facilities Motion); or (iii) for monetary, injunctive, or other affirmative relief against any of the DIP Secured Parties, the Prepetition Secured Parties, or the DIP Secured Parties' and the Prepetition Secured Parties' respective liens on or security interests in the DIP Collateral or the Prepetition Collateral that would impair the ability of any of the DIP Secured Parties or the Prepetition Secured Parties to assert or enforce any lien, claim, right, or security interest or to realize or recover on the DIP Obligations or the Prepetition Secured Indebtedness, to the extent applicable; (b) for objecting to or challenging in any way the legality, validity, priority, perfection, or enforceability of the claims, liens, or interests (including the DIP Liens and the Prepetition Liens) held by or on behalf of each of the DIP Secured Parties and the Prepetition Secured Parties related to the DIP Obligations or the Prepetition Secured Indebtedness, to the extent applicable; (c) for asserting, commencing, or prosecuting any claims or causes of action whatsoever (including, without limitation, any Avoidance Actions) related to the DIP Obligations, the DIP Liens, the Prepetition Secured Indebtedness or the

Prepetition Liens; or (d) for prosecuting an objection to, contesting in any manner, or raising any defenses to, the validity, extent, amount, perfection, priority, or enforceability of any of DIP Liens or the Prepetition Liens or any other rights or interests of any of the DIP Secured Parties or the Prepetition Secured Parties related to the DIP Obligations, the DIP Liens, the Prepetition Secured Indebtedness or the Prepetition Liens, to the extent applicable; provided, that notwithstanding the foregoing, an aggregate of $50,000 of the DIP Proceeds, the DIP Collateral, or the Prepetition Collateral, including Cash Collateral, may be used for the payment of professional fees, disbursements, costs, or expenses incurred by any Committee to investigate potential Challenges.

32. ***Conditions Precedent***. Except to the extent expressly set forth in this Interim DIP Order, no DIP Lender shall have any obligation to make any DIP Loan under the respective DIP Documents unless all of the conditions precedent to the making of such extensions of credit under the applicable DIP Documents have been satisfied in full or waived in accordance with such DIP Documents.

33. ***Enforceability; Waiver of Any Applicable Stay; Bankruptcy Rules.*** This Interim DIP Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable nunc pro tunc to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rule 6004(h), 6006(d), 7062 or 9014 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim DIP Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim DIP Order. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

34. ***Proofs of Claim***. Notwithstanding anything to the contrary contained in any prior or subsequent order of the Court, including, without limitation, any order establishing a deadline

for the filing of proofs of claim or requests for payment of administrative expenses under Bankruptcy Code section 503(b), none of the DIP Agent, any DIP Secured Party, the Prepetition 1L Agent, Prepetition 1.5L Agent, the Prepetition 2L Agent or any Prepetition Secured Party shall be required to file any proof of claim or request for payment of administrative expenses with respect to any of the DIP Obligations, the Prepetition Secured Indebtedness or any claims (including, without limitation, Adequate Protection Superpriority Claims) arising under this Interim DIP Order, and the Debtors' Stipulations shall be deemed to constitute timely filed proofs of claim against each of the applicable Debtors in the Cases. Each of (i) the DIP Agent on behalf of the DIP Secured Parties, (ii) the Prepetition 1L Administrative Agent on behalf of the Prepetition 1L Secured Parties, (iii) the Prepetition 1.5L Notes Trustee on behalf of the Prepetition 1.5L Secured Parties, and (iv) the Prepetition 2L Notes Trustee on behalf of the Prepetition 2L Secured Parties, may (but is not required) in its discretion to file (and amend and/or supplement) a proof of claim and/or aggregate proofs of claim in each of the Cases or any successor cases for any claim allowed herein, and any such proof of claim may (but is not required to) be filed as one consolidated proof of claim against all of the Debtors, rather than as separate proofs of claim against each Debtor. The failure of the DIP Agent, any DIP Secured Party, the Prepetition 1L Agent, Prepetition 1.5L Agent, the Prepetition 2L Agent, or any Prepetition Secured Party to file any such proof of claim or request for payment of administrative expenses shall not affect the validity, priority, or enforceability of any of the DIP Documents, the Prepetition 1L Credit Documents, Prepetition 1.5L Notes Documents, the Prepetition 2L Notes Documents, or of any indebtedness, liabilities, or obligations arising at any time thereunder or prejudice or otherwise adversely affect the DIP Agent's, any DIP Secured Party's, Prepetition 1L Agent's, Prepetition 1.5L Agent's, Prepetition 2L Agent's, or any Prepetition Secured Party's respective rights,

remedies, powers, or privileges under any of the DIP Documents, the Prepetition 1L Credit Documents, Prepetition 1.5L Notes Documents, the Prepetition 2L Notes Documents, this Interim DIP Order, or applicable law (as applicable). The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest.

35. ***Intercreditor Agreements.*** Pursuant to Bankruptcy Code section 510, the Intercreditor Agreements and any other applicable intercreditor agreement, or subordination provision contained in any of the DIP Documents, the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, and the Prepetition 2L Notes Documents shall (a) remain in full force and effect, (b) continue to govern the relative and respective obligations, priorities, rights and remedies of (i) the Prepetition 1L Creditors and the Junior Lien Creditors (each as defined in the Senior Intercreditor Agreement) in the case of the Senior Intercreditor Agreement; *provided* that nothing in this Interim DIP Order shall be deemed to grant liens or security interests to any of the Prepetition 1L Creditors or the Junior Lien Creditors (as so defined) on or in any assets of the Debtors except as set forth herein, and (ii) the 1.5L Lien Creditors and the Prepetition 2L Creditors (each as defined in the Junior Intercreditor Agreement) in the case of the Junior Intercreditor Agreement; provided that nothing in this Interim DIP Order shall be deemed to grant liens or security interests to any of the 1.5L Lien Creditors or the Prepetition 2L Creditors (as so defined) on or in any assets of the Debtors except as set forth herein, and (c) not be deemed to be amended, altered or modified by the terms of this Interim DIP Order unless expressly set forth herein or therein.

36. ***Bankruptcy Code Section 552(b).*** The DIP Secured Parties and the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of Bankruptcy Code section

552(b), and the "equities of the case" exception under Bankruptcy Code section 552(b) shall not apply to the DIP Secured Parties or the Prepetition Secured Parties with respect to proceeds, products, offspring or profits of any of the DIP Collateral or the Prepetition Collateral, provided that, with respect to the Prepetition Secured Parties, the foregoing waiver shall be without prejudice to any provisions of the Final DIP Order.

37. ***No Marshaling.*** The DIP Secured Parties and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral, provided that, with respect to the Prepetition Secured Parties, the foregoing waiver shall be without prejudice to any provisions of the Final DIP Order.

38. ***Expense Invoices; Disputes; Indemnification***

(a) Any of the Debtors' obligations to pay, in accordance with this Interim DIP Order, the principal, interest, fees, payments, expenses, or any other amounts described in the DIP Documents, the Prepetition Documents or this Interim DIP Order, as such amounts become due, shall not require the DIP Loan Parties, the Prepetition Loan Parties, the Prepetition Notes Parties or any other party to obtain further Court approval. For the avoidance of doubt, such payments include, without limitation, reimbursement of the fees and expenses incurred by the DIP/Prepetition 1L Advisors to the extent set forth in Paragraphs 3(c) and 9(f) of this Interim DIP Order, whether or not such fees arose before or after the Petition Date, all to the extent provided in this Interim DIP Order.

(b) The DIP Loan Parties, Prepetition Loan Parties and Prepetition Notes Parties, as applicable, shall be jointly and severally obligated to pay all reasonable and documented fees and expenses described above, which obligations shall constitute DIP Obligations or

Prepetition Secured Indebtedness, as applicable. The Debtors shall pay the reasonable and documented professional fees, expenses, and disbursements of professionals to the extent provided for in in Paragraphs 3(c) and 9(f) of this Interim DIP Order without the necessity of filing formal fee applications or complying with the U.S. Trustee Guidelines, including such amounts arising before the Petition Date; *provided, that* copies of invoices for such professional fees, expenses and disbursements arising on or after the Petition Date(the "Invoiced Fees") shall be served by email on the Debtors, the U.S. Trustee, and counsel to any Committee (collectively, the "Fee Notice Parties"), who shall have ten (10) business days (the "Review Period") to review and assert any objections thereto. Invoiced Fees shall be in the form of an invoice summary for professional fees and categorized expenses incurred during the pendency of the Cases, and such invoice summary shall not be required to contain time entries, but shall include a list of professionals providing services, with rates and hours worked, and a general, brief description of the nature of the matters for which services were performed, and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any work product doctrine, privilege or protection, common interest doctrine privilege or protection, any other evidentiary privilege or protection recognized under applicable law, or any other confidential information (such information, collectively, "Confidential Information"), and the provision of such invoices shall not constitute any waiver of the attorney-client privilege, work product doctrine, privilege or protection, common interest doctrine privilege or protection, or any other evidentiary privilege or protection recognized under applicable law; *provided*, *however*, that the U.S. Trustee reserves the right to seek copies of invoices containing detailed time entries of any such professional (which detailed invoices may be redacted to the extent necessary to protect Confidential Information). The Debtors, any Committee or the U.S. Trustee may dispute the payment of any portion of the

Invoiced Fees (the "Disputed Invoiced Fees") if, within the Review Period, a Debtor, any Committee that may be appointed in these Cases, or the U.S. Trustee notifies the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days' prior written notice to the submitting party of any hearing on such motion or other pleading). For avoidance of doubt, the Debtors shall promptly pay in full all Invoiced Fees other than the Disputed Invoiced Fees.

(c) In addition, the Debtors will indemnify the DIP Lenders, the DIP Agent, and their respective affiliates, successors, and assigns and the officers, directors, employees, agents, attorneys, advisors, controlling persons, and members of each of the foregoing (each an "Indemnified Person") and hold them harmless from and against all costs, expenses (including but not limited to reasonable and documented legal fees and expenses), and liabilities arising out of or relating to the transactions contemplated hereby and any actual or proposed use of the proceeds of any loans made under the DIP Facility and any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by any of the Debtors or any of their subsidiaries or affiliates; provided that no such person will be indemnified for costs, expenses, or liabilities (x) to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred primarily by reason of the gross negligence, fraud or willful misconduct of such Indemnified Person (or their related persons), (y) that arose from a material breach in bad faith of such Indemnified Person's (or their related persons') obligations under any DIP Document (as determined by a court of competent jurisdiction in a final, non-appealable judgment) or (z) arose from any claim, actions, suits, inquiries, litigation, investigation

or proceeding that does not involve an act or omission of the Debtors and is brought by any Indemnified Person against another Indemnified Person (other than any claim, actions, suits, inquiries, litigation, investigation or proceeding against the DIP Agent, in its capacity as such). No Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Debtors or any shareholders or creditors of the Debtors for or in connection with the transactions contemplated hereby, except to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction (x) to have resulted primarily from such Indemnified Person's (or their related persons') gross negligence, fraud, or willful misconduct or breach of their obligations under the DIP Facility or (y) that arose from a material breach in bad faith of such Indemnified Person's (or their related persons') obligations under any DIP Document, and in no event shall any Indemnified Person be liable on any theory of liability for any special, indirect, consequential, or punitive damages.

39. ***Credit Bidding.*** Subject to (a) the terms of the RSA and the Intercreditor Agreements, (b) entry of the Final DIP Order and (c) the rights of the Committee (if any) under Paragraph 30 hereof, (x) the DIP Agent (at the direction of the Required DIP Lenders) and (y) the Prepetition 1L Collateral Agent as instructed by the Prepetition 1L Administrative Agent (at the direction of the Required Lenders (as defined in the Prepetition 1L Credit Agreement)), in each case, shall have the right to credit bid (either directly or through one or more acquisition vehicles), up to the full amount of the underlying lenders' respective claims, including, for the avoidance of doubt, Adequate Protection Superpriority Claims, if any, in any sale of all or any portion of the Prepetition Collateral or the DIP Collateral including, without limitation, sales occurring pursuant to Bankruptcy Code section 363 or included as part of any chapter 11 plan subject to confirmation under Bankruptcy Code section 1129(b)(2)(A)(ii)-(iii).

40. ***Preservation of Rights Granted Under this Interim DIP Order.***

(a) Unless and until all DIP Obligations are indefeasibly paid in full, either in cash or as otherwise expressly permitted under the DIP Documents, and all DIP Commitments are terminated, the Prepetition Secured Parties, in such capacities, shall: (i) have no right to and shall take no action to foreclose upon, or recover in connection with, the liens granted thereto pursuant to the Prepetition Secured Indebtedness Documents or this Interim DIP Order, or otherwise seek to exercise or enforce any rights or remedies against such DIP Collateral; and (ii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the DIP Collateral, except as set forth in Paragraph 12 herein.

(b) In the event this Interim DIP Order or any provision hereof is vacated, reversed, or modified on appeal or otherwise, any liens or claims granted to the DIP Secured Parties or the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal, or modification of this Interim DIP Order shall be governed in all respects by the original provisions of this Interim DIP Order, including entitlement to all rights, remedies, privileges, and benefits granted herein, and the Prepetition Secured Parties shall be entitled to all the rights, remedies, privileges, and benefits afforded in Bankruptcy Code section 364(e).

(c) Notwithstanding any order dismissing any of the Cases entered at any time, (x) the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim DIP Order shall continue in full force and effect and shall maintain their priorities as provided in this Interim DIP Order until all DIP Obligations and Adequate Protection Payments are paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner

expressly permitted under the DIP Documents) and such DIP Liens, DIP Superpriority Claims, Adequate Protection Liens, Adequate Protection Superpriority Claims, and the other administrative claims granted pursuant to this Interim DIP Order, shall, notwithstanding such dismissal, remain binding on all parties in interest; and (y) to the fullest extent permitted by law the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clause (x) above.

(d) Except as expressly provided in this Interim DIP Order or in the RSA, the DIP Documents, the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Agent, the DIP Lenders, and the Prepetition Secured Parties granted by the provisions of this Interim DIP Order and the DIP Documents shall survive, and shall not be modified, impaired, or discharged by the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases or terminating the joint administration of these Cases, approval or consummation of any sale, or otherwise. The terms and provisions of this Interim DIP Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code. The DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Superpriority Claims, and all other rights and remedies of the DIP Secured Parties and the Prepetition Secured Parties granted by the provisions of this Interim DIP Order shall continue in full force and effect until the DIP Obligations and the Adequate Protection Payments are paid in full, in cash (or, with respect to the DIP Obligations, otherwise satisfied in a manner expressly permitted under the DIP Documents).

(e) Other than as set forth in this Interim DIP Order or as required by applicable law, neither the DIP Liens nor the Adequate Protection Liens shall be made subject to or *pari passu* with any lien or security interest granted in any of the Cases or arising after the Petition Date, and neither the DIP Liens nor the Adequate Protection Liens shall be subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551.

41. ***Limitation of Liability.*** Subject to entry of a Final DIP Order, in determining to make any loan under the DIP Documents, permitting the use of Cash Collateral, or in exercising any rights or remedies (excluding any actions taken after an exercise of remedies) as and when permitted pursuant to this Interim DIP Order or the DIP Documents, the DIP Secured Parties and the Prepetition Secured Parties shall not, solely by reason thereof, be deemed in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. § § 9601 *et seq*., as amended, or any similar federal or state statute). Nothing in this Interim DIP Order or in the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agent, the DIP Lenders, or any Prepetition Secured Parties of any liability for any claims arising from the prepetition or post-petition activities of any of the Debtors.

42. ***Headings.*** The headings in this Interim DIP Order are for purposes of reference only and shall not limit or otherwise affect the meaning of this Interim DIP Order.

43. ***Retention of Jurisdiction.*** The Court has and will retain exclusive jurisdiction to resolve any and all disputes arising under or related to the DIP Obligations, the DIP Documents

and this Interim DIP Order, and to enforce all of the conditions of the DIP Documents and this Interim DIP Order.

44. ***Controlling Effect of Interim DIP Order.*** To the extent any provision of this Interim DIP Order conflicts or is inconsistent with any provision of the Motion, any other order of this Court or any of the DIP Documents, the Prepetition 1L Credit Documents, the Prepetition 1.5L Notes Documents, and the Prepetition 2L Notes Documents, the provisions of this Interim DIP Order shall control to the extent of such conflict, except to the extent expressly provided otherwise herein or in a subsequent order of this Court. To the extent a conflict arises between the provisions of this Interim DIP Order and the Securitization Facilities Order, a hearing shall be held before the Court to resolve such conflict prior to the enforcement of, or any action being taken under, the provisions giving rise to such conflict by any party.

45. ***Final Hearing.*** A final hearing on the relief requested in the Motion shall be held on [●], 2024, at [●] (prevailing Central time). Any party in interest objecting to the relief sought at the Final Hearing shall file written objections no later than [●], 2024 at [●] (prevailing Central time).

Signed: ________________, 2024

____
UNITED STATES BANKRUPTCY JUDGE

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Exhibit 1

Approved Budget

CURO GROUP HOLDINGS

13 Week Cash Flow Forecast

$ Thousands

Week of	3/25/2024	4/1/2024	4/8/2024	4/15/2024	4/22/2024	4/29/2024	5/6/2024	5/13/2024	5/20/2024	5/27/2024	6/3/2024	6/10/2024	6/17/2024	6/24/2024
Operating Receipts	$ 37,377	$ 39,672	$ 29,810	$ 43,408	$ 31,734	$ 36,628	$ 32,953	$ 33,917	$ 32,859	$ 34,022	$ 35,770	$ 33,290	$ 35,429	$ 38,754
Operating Disbursements	$ (31,150)	$ (36,178)	$ (26,832)	$ (37,927)	$ (35,036)	$ (37,837)	$ (27,347)	$ (35,287)	$ (31,542)	$ (34,867)	$ (30,251)	$ (38,122)	$ (32,658)	$ (60,431)
Net Cash from Operations	**$ 6,227**	**$ 3,494**	**$ 2,977**	**$ 5,481**	**$ (3,302)**	**$ (1,209)**	**$ 5,606**	**$ (1,370)**	**$ 1,317**	**$ (845)**	**$ 5,520**	**$ (4,832)**	**$ 2,771**	**$ (21,676)**
Non-Operating Cash Flow	$ 17,287	$ (6,123)	$ 1,324	$ 1,715	$ 23,585	$ (4,551)	$ 348	$ 2,493	$ (1,317)	$ (3,660)	$ (3,030)	$ 7,111	$ 574	$ (4,068)
Total Net Cash Flow	**$ 23,513**	**$ (2,628)**	**$ 4,301**	**$ 7,196**	**$ 20,284**	**$ (5,760)**	**$ 5,955**	**$ 1,124**	**$ 0**	**$ (4,505)**	**$ 2,489**	**$ 2,280**	**$ 3,345**	**$ (25,744)**
Beginning Cash Balance	**$ 36,028**	**$ 59,541**	**$ 56,913**	**$ 61,213**	**$ 68,409**	**$ 88,693**	**$ 82,932**	**$ 88,887**	**$ 90,011**	**$ 90,011**	**$ 85,506**	**$ 87,995**	**$ 90,275**	**$ 93,620**
Ending Cash Balance	**$ 59,541**	**$ 56,913**	**$ 61,213**	**$ 68,409**	**$ 88,693**	**$ 82,932**	**$ 88,887**	**$ 90,011**	**$ 90,011**	**$ 85,506**	**$ 87,995**	**$ 90,275**	**$ 93,620**	**$ 67,876**
Delayed Draw Term Loan - Exit	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 20,000**
Min Liquidity (Unrestricted Cash Portion) (1)	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Excess / (Deficiency)	$29,541	$26,913	$31,213	$38,409	$58,693	$52,932	$58,887	$60,011	$60,011	$55,506	$57,995	$60,275	$63,620	$37,876

(1) Aggregate amount of (i) unrestricted cash and cash equivalents, and (ii) any unused portion of the DIP backstop commitments, in each case, as of the last business day of each calendar week must be no less than $40 million, with the aggregate amount of unrestricted cash and cash equivalents as of the last business day of each calendar week must be no less than $30 million.

CURO USDL

13 Week Cash Flow Forecast

$ Thousands

Week of	3/25/2024	4/1/2024	4/8/2024	4/15/2024	4/22/2024	4/29/2024	5/6/2024	5/13/2024	5/20/2024	5/27/2024	6/3/2024	6/10/2024	6/17/2024	6/24/2024
Collections	$ 12,417	$ 15,999	$ 11,057	$ 10,874	$ 9,056	$ 13,682	$ 12,012	$ 10,844	$ 9,548	$ 13,235	$ 13,591	$ 12,270	$ 10,803	$ 14,975
Misc Deposits	$ -	$ -	$ -	$ -	$ -	$ 1,515	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Receipts	**$ 12,417**	**$ 15,999**	**$ 11,057**	**$ 10,874**	**$ 9,056**	**$ 15,197**	**$ 12,012**	**$ 10,844**	**$ 9,548**	**$ 13,235**	**$ 13,591**	**$ 12,270**	**$ 10,803**	**$ 14,975**
Loan Originations	$ (9,534)	$ (6,478)	$ (5,678)	$ (6,935)	$ (6,714)	$ (6,920)	$ (5,026)	$ (5,786)	$ (5,852)	$ (6,099)	$ (6,648)	$ (7,635)	$ (7,741)	$ (8,061)
Payroll / Benefits	$ (578)	$ (5,614)	$ (578)	$ (6,526)	$ (353)	$ (5,615)	$ (448)	$ (6,177)	$ (353)	$ (5,264)	$ (358)	$ (6,302)	$ (453)	$ (5,464)
AP	$ (3,667)	$ (1,949)	$ (1,888)	$ (2,042)	$ (1,692)	$ (4,681)	$ (1,845)	$ (2,042)	$ (1,887)	$ (4,823)	$ (2,012)	$ (2,311)	$ (2,057)	$ (5,041)
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Misc Disbursements	$ -	$ (300)	$ -	$ (210)	$ -	$ -	$ -	$ (210)	$ -	$ -	$ -	$ (210)	$ -	$ (1,794)
Professional Fees	$ -	$ (1,125)	$ (300)	$ -	$ (4,900)	$ -	$ (300)	$ -	$ (2,665)	$ -	$ (300)	$ -	$ (75)	$ (16,875)
Operating Disbursements	**$ (13,780)**	**$ (15,465)**	**$ (8,444)**	**$ (15,713)**	**$ (13,659)**	**$ (17,217)**	**$ (7,620)**	**$ (14,215)**	**$ (10,757)**	**$ (16,185)**	**$ (9,317)**	**$ (16,458)**	**$ (10,326)**	**$ (37,235)**
HFC SPV I Sweeps	$ (3,873)	$ (5,126)	$ (3,722)	$ (3,465)	$ (3,139)	$ (4,243)	$ (3,932)	$ (3,496)	$ (3,310)	$ (3,768)	$ (4,449)	$ (3,955)	$ (3,745)	$ (4,264)
HFC SPV II Sweeps	$ (3,575)	$ (4,732)	$ (3,436)	$ (3,199)	$ (2,897)	$ (3,917)	$ (3,629)	$ (3,227)	$ (3,055)	$ (3,478)	$ (4,107)	$ (3,651)	$ (3,457)	$ (3,936)
FH SPV Sweeps	$ (2,410)	$ (4,088)	$ (3,207)	$ (2,682)	$ (2,182)	$ (3,258)	$ (3,317)	$ (2,794)	$ (2,181)	$ (3,155)	$ (3,563)	$ (3,161)	$ (2,467)	$ (3,570)
HFC I Releases	$ 3,469	$ 4,247	$ 3,452	$ 4,434	$ 2,906	$ 3,311	$ 3,521	$ 4,507	$ 2,715	$ 2,840	$ 4,541	$ 3,635	$ 4,506	$ 3,287
HFC II Releases	$ 3,013	$ 3,786	$ 3,078	$ 3,387	$ 2,591	$ 3,029	$ 3,250	$ 3,550	$ 2,506	$ 2,622	$ 4,192	$ 3,356	$ 3,550	$ 3,034
FH SPV Releases	$ 2,042	$ 3,523	$ 2,912	$ 3,283	$ 1,915	$ 2,771	$ 3,069	$ 3,351	$ 2,091	$ 2,352	$ 3,346	$ 2,918	$ 3,250	$ 2,722
HFC I Advances	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,700	$ -	$ -
HFC II Advances	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FH Advances	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intercompany	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Financing Activity	$ 21,425	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non-Operating Cash Flow	**$ 20,091**	**$ (2,390)**	**$ (923)**	**$ 1,758**	**$ 24,193**	**$ (2,305)**	**$ (1,038)**	**$ 1,891**	**$ (1,234)**	**$ (2,587)**	**$ (40)**	**$ 5,841**	**$ 1,637**	**$ (2,727)**
Total Net Cash Flow	**$ 18,729**	**$ (1,857)**	**$ 1,690**	**$ (3,081)**	**$ 19,590**	**$ (4,325)**	**$ 3,355**	**$ (1,479)**	**$ (2,443)**	**$ (5,538)**	**$ 4,234**	**$ 1,653**	**$ 2,114**	**$ (24,987)**
Beginning Cash Balance	**$ 11,894**	**$ 30,623**	**$ 28,766**	**$ 30,456**	**$ 27,375**	**$ 46,965**	**$ 42,639**	**$ 45,994**	**$ 44,515**	**$ 42,072**	**$ 36,535**	**$ 40,769**	**$ 42,422**	**$ 44,536**
Ending Cash Balance	**$ 30,623**	**$ 28,766**	**$ 30,456**	**$ 27,375**	**$ 46,965**	**$ 42,639**	**$ 45,994**	**$ 44,515**	**$ 42,072**	**$ 36,535**	**$ 40,769**	**$ 42,422**	**$ 44,536**	**$ 19,550**

CURO CDL[1]

13 Week Cash Flow Forecast

$ Thousands

Week of	3/25/2024	4/1/2024	4/8/2024	4/15/2024	4/22/2024	4/29/2024	5/6/2024	5/13/2024	5/20/2024	5/27/2024	6/3/2024	6/10/2024	6/17/2024	6/24/2024
ACH Collections	$ 18,846	$ 17,291	$ 14,770	$ 18,721	$ 17,002	$ 16,518	$ 15,369	$ 17,465	$ 16,736	$ 15,347	$ 16,389	$ 15,372	$ 18,337	$ 17,765
Store/Cash Collections	$ 6,115	$ 6,383	$ 3,982	$ 7,084	$ 5,676	$ 4,913	$ 5,572	$ 4,108	$ 6,575	$ 5,439	$ 5,790	$ 4,148	$ 6,290	$ 6,014
Misc Deposits	$ -	$ -	$ -	$ 6,728	$ -	$ -	$ -	$ 1,500	$ -	$ -	$ -	$ 1,500	$ -	$ -
Operating Receipts	**$ 24,960**	**$ 23,674**	**$ 18,753**	**$ 32,533**	**$ 22,678**	**$ 21,431**	**$ 20,941**	**$ 23,073**	**$ 23,311**	**$ 20,786**	**$ 22,179**	**$ 21,020**	**$ 24,626**	**$ 23,779**
EFT Funding	$ (5,695)	$ (8,483)	$ (6,600)	$ (8,011)	$ (7,376)	$ (8,933)	$ (7,507)	$ (7,647)	$ (7,149)	$ (8,627)	$ (8,285)	$ (7,612)	$ (8,536)	$ (8,064)
Money Order/Western Union	$ (3,693)	$ (5,355)	$ (4,030)	$ (5,028)	$ (4,417)	$ (4,839)	$ (4,258)	$ (4,450)	$ (4,749)	$ (3,886)	$ (4,543)	$ (4,632)	$ (4,718)	$ (3,902)
Payroll	$ (2,222)	$ -	$ (2,221)	$ -	$ (2,222)	$ -	$ (2,222)	$ -	$ (2,222)	$ -	$ (2,222)	$ -	$ (2,222)	$ -
AP	$ (807)	$ (1,503)	$ (472)	$ (518)	$ (898)	$ (1,076)	$ (660)	$ (407)	$ (648)	$ (869)	$ (801)	$ (566)	$ (835)	$ (1,173)
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (4,500)
Store Cash Orders	$ (4,954)	$ (5,372)	$ (5,065)	$ (5,658)	$ (5,714)	$ (5,773)	$ (5,080)	$ (5,568)	$ (5,454)	$ (5,300)	$ (5,082)	$ (5,855)	$ (6,021)	$ (5,182)
Misc Disbursements	$ -	$ -	$ -	$ (3,000)	$ -	$ -	$ -	$ (3,000)	$ -	$ -	$ -	$ (3,000)	$ -	$ -
Professional Fees	$ -	$ -	$ -	$ -	$ (750)	$ -	$ -	$ -	$ (563)	$ -	$ -	$ -	$ -	$ (375)
Operating Disbursements	**$ (17,371)**	**$ (20,712)**	**$ (18,389)**	**$ (22,214)**	**$ (21,377)**	**$ (20,621)**	**$ (19,727)**	**$ (21,072)**	**$ (20,785)**	**$ (18,681)**	**$ (20,933)**	**$ (21,664)**	**$ (22,332)**	**$ (23,195)**
CDL II (ACM) Sweeps	$ (1,932)	$ (2,318)	$ (1,630)	$ (1,655)	$ (1,869)	$ (2,143)	$ (1,810)	$ (1,538)	$ (1,818)	$ (1,906)	$ (2,294)	$ (1,755)	$ (1,804)	$ (2,147)
CDL I (WAM) Sweeps	$ (6,953)	$ (9,222)	$ (6,090)	$ (6,361)	$ (7,342)	$ (8,357)	$ (6,975)	$ (5,961)	$ (5,706)	$ (7,192)	$ (8,796)	$ (6,725)	$ (7,134)	$ (6,694)
CDL II (ACM) Releases	$ 1,307	$ 783	$ 2,465	$ 1,552	$ 1,597	$ 1,811	$ 2,062	$ 1,689	$ 1,391	$ 1,466	$ 1,688	$ 1,875	$ 1,500	$ 1,125
CDL I (WAM) Releases	$ 6,460	$ 7,025	$ 7,501	$ 6,421	$ 7,007	$ 6,444	$ 8,108	$ 6,413	$ 6,050	$ 6,560	$ 6,413	$ 7,875	$ 6,375	$ 6,375
CDL II (ACM) Advances	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CDL I (WAM) Advances	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intercompany	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Financing Activity	$ (1,688)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non-Operating Cash Flow	**$ (2,805)**	**$ (3,732)**	**$ 2,247**	**$ (43)**	**$ (608)**	**$ (2,246)**	**$ 1,386**	**$ 602**	**$ (83)**	**$ (1,073)**	**$ (2,990)**	**$ 1,270**	**$ (1,063)**	**$ (1,341)**
Total Net Cash Flow	**$ 4,785**	**$ (771)**	**$ 2,611**	**$ 10,276**	**$ 694**	**$ (1,435)**	**$ 2,600**	**$ 2,603**	**$ 2,443**	**$ 1,033**	**$ (1,744)**	**$ 626**	**$ 1,231**	**$ (757)**
Beginning Cash Balance	**$ 17,219**	**$ 22,004**	**$ 21,232**	**$ 23,843**	**$ 34,119**	**$ 34,814**	**$ 33,378**	**$ 35,978**	**$ 38,581**	**$ 41,024**	**$ 42,057**	**$ 40,312**	**$ 40,938**	**$ 42,169**
Ending Cash Balance	**$ 22,004**	**$ 21,232**	**$ 23,843**	**$ 34,119**	**$ 34,814**	**$ 33,378**	**$ 35,978**	**$ 38,581**	**$ 41,024**	**$ 42,057**	**$ 40,312**	**$ 40,938**	**$ 42,169**	**$ 41,412**

(1) 1 CAD = $0.75 USD.

<u>Exhibit 2</u>

Form of Variance Report

[To come.]

Exhibit 3

Required Milestones

- No later than 1 business day after the Petition Date, the Debtors shall have filed the Plan and Disclosure Statement (each as defined in the RSA);

- No later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered this Interim DIP Order in the form attached as Exhibit A to the DIP Term Sheet and otherwise acceptable to the Required Backstop Parties (as defined in the DIP Term Sheet);

- No later than 3 business days after the Petition Date, the Bankruptcy Court shall have entered an interim Securitization Facilities Order, which order shall be in form and substance satisfactory to the Required DIP Lenders;

- No later than 45 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order, which shall contain customary modifications to this Interim DIP Order to reflect the final nature of the approval set forth therein and shall otherwise be acceptable to the Required DIP Lenders;

- No later than 45 calendar days after the Petition Date, the Bankruptcy Court shall have entered a final Securitization Facilities Order, which order shall be in form and substance satisfactory to the Required DIP Lenders;

- No later than 50 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order confirming the Plan and approving the Disclosure Statement; and

- No later than 120 calendar days after the Petition Date, the effective date of the Plan shall have occurred.

EXHIBIT D

New First Out/Second Out Term Sheet

Final Version

CURO Group Holdings Corp.
Summary of Terms and Conditions for the
New First Out Loans
and
New Second Out Loans

The terms set forth in this Summary of Principal Terms and Conditions (the "New First Out/Second Out Term Sheet") are being provided as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed New First Out Loans and the New Second Out Loans. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (the "RSA") to which this New First Out/Second Out Term Sheet is attached as Exhibit D.

New First Out Loans	
Borrower:	CURO Group Holdings Corp., a Delaware corporation (or, to the extent that a new parent is established as part of the Restructuring Transactions, such parent) (the "Borrower").
Guarantors:	Subject to customary exceptions, each wholly-owned domestic subsidiary of the Borrower, including, without limitation, each guarantor under the DIP Facility.
Administrative Agent and Collateral Agent:	Alter Domus (US) LLC or an alternative agent selected by Required Consenting Stakeholders (the "New Agent").
Lenders:	Holders of Claims in respect of the DIP Facility.
Initial Principal Amount:	The amount of outstanding principal and accrued and unpaid interest and fees payable under the DIP Facility as of the Effective Date.
Delayed Draw Commitments:	Unused delayed-draw commitments in respect of the DIP Term Loans shall be rolled into delayed-draw commitments in respect of the New First Out Loans, the proceeds of which shall be used to fund value creation. For the avoidance of doubt, the availability of such delayed-draw commitments in respect of the New First Lien Loans shall not be subject to consent of the Lenders of the New First Out Loans assuming satisfaction of customary conditions to draw. Any unused delayed draw commitments of the New First Out Loans shall terminate on the first (1st) anniversary of the Effective Date.
Maturity:	4 years after the Effective Date.
Interest Rate:	SOFR (2.50% floor) + 10.00% per annum (100% PIK during year 1, at least 75% PIK (with remainder to be PIK or paid in cash at option of the Borrower) during year 2 and at least 50% PIK (with remainder to be PIK or paid in cash at option of the Borrower) thereafter).

Arrangement/Upfront/Other Fees:	None.
Collateral:	Substantially all of the assets held by the Borrower and the Guarantors (subject to customary exceptions for financings of this type), on a first-lien, first-out basis.
Call Protection:	None.
Mandatory Prepayments:	Customary for financings of this type. New First Out Loans to be paid in full prior to prepayment of New Second Out Loans.
New Second Out Loans	
Borrower:	Same as New First Out Loans
Guarantors:	Same as New First Out Loans
Administrative Agent and Collateral Agent:	The New Agent.
Lenders:	Holders of Prepetition 1L Term Loan Claims.
Initial Principal Amount:	The amount of outstanding principal and accrued and unpaid interest (including default interest) and fees (including the Prepayment Premium (as defined in the Credit Agreement)) under the Credit Agreement as of the Effective Date.
Maturity:	4 years after the Effective Date.
Interest Rate:	13.00% per annum (100% PIK during year 1, at least 75% PIK (with remainder to be PIK or paid in cash at option of the Borrower) during year 2 and at least 50% PIK (with remainder to be PIK or paid in cash at option of the Borrower) thereafter).
Arrangement/Upfront/Other Fees:	None.
Collateral:	Same as New First Out Loans, on a first-lien, second-out basis.
Call Protection:	None
Mandatory Prepayments:	Customary for financings of this type. New Second Out Loans to be prepaid only after payment in full of New First Out Loans.
Common Provisions	
Documentation Standard:	The New First Out Loans and the New Second Out Loans will be evidenced by a single credit agreement[1] (the "New Credit

[1] At the election of the Required Consenting Stakeholders, the New First Out Loans and the New Second Out Loans may be evidenced instead by separate credit agreements (which may have either the same or different agents), otherwise consistent with the Documentation Principles.

	Agreement") based upon the Credit Agreement, consistent with this New First Out/Second Out Term Sheet and otherwise consistent with the RSA, with such modifications as are necessary to reflect the nature of the New First Out Loans and the New Second Out Loans (the foregoing, the "Documentation Principles"), security documents, guarantees and other legal documentation (collectively, together with the New Credit Agreement, the "New Loan Documents"), which New Loan Documents shall be in form and substance consistent with the Documentation Principles, this New First Out/Second Out Term Sheet and otherwise consistent with the RSA.
Representations & Warranties:	Customary for financings of this type.
Financial Covenants:	None.
Affirmative & Negative Covenants:	Customary for financings of this type.
Events of Default:	Customary for financings of this type.
Assignment:	Customary for financings of this type.
Voting/Amendments:	Amendments shall require the consent of the Required New Lenders[2] except for amendments customarily requiring approval (i) on a class basis or (ii) by all affected lenders; provided that, for the avoidance of doubt, release of all or substantially all of the collateral or all or substantially all of the value of the guarantees provided by the Borrower and the guarantors taken as a whole shall require the prior written consent of each lender. The New Loan Documents will also contain customary anti-Serta protections, subject to customary exceptions (including for new money debt financing not incurred to refinance debt under the New Loan Documents). "Required New Lenders" means not fewer than two unaffiliated lenders representing more than 50% of the aggregate outstanding principal amount of (and aggregate outstanding undrawn commitments in respect of) the New First Out Loans and New Second Out Loans.
Miscellaneous:	The New Loan Documents will include (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) customary agency,

[2] If the New First Out Loans and the New Second Out Loans are evidenced by separate credit agreements, each may be amended with the consent of only a majority of the aggregate outstanding principal amount of (and aggregate outstanding undrawn commitments in respect of) the class evidenced thereby, subject to amendments customarily requiring approval by all affected lenders.

	set-off and sharing language, all consistent with the Documentation Principles.
Governing Law:	New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.
Indemnity/Expenses:	The New Loan Documents will contain standard indemnification and expense reimbursement provisions in favor of the New Agent and the lenders in respect of the New First Out Loans and the New Second Out Loans.

EXHIBIT E

CVR and Warrant Term Sheet

Final Version

CVR AND WARRANT TERM SHEET FOR REORGANIZED CURO

The following term sheet (the "***Term Sheet***") presents certain material terms in respect of the contingent value rights ("***CVRs***") to be issued by Reorganized Curo to holders of the existing common stock of CURO Group Holdings Corp., a Delaware corporation (the "***Company***", and such holders, the "***Existing Holders***"), to be reflected in a contingent value right agreement (the "***CVR Agreement***") and warrants ("***Warrants***") to be issued by Reorganized Curo to holders of the Prepetition 2L Notes to be reflected in a warrant agreement (the "***Warrant Agreement***"), respectively, each to be entered into upon consummation of the Plan, and does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (the "RSA") to which this Term Sheet is attached as Exhibit E. The CVRs and CVR Agreement and Warrants and Warrant Agreement will be consistent with this Term Sheet and the RSA and otherwise be in form and substance acceptable to the Company Parties and the Required Consenting Stakeholders. The CVRs and Warrants will be issued and distributed pursuant to the Plan.

Contingent Value Rights

CVR Payment Obligation; Exercise:	The CVRs will entitle the holder of a CVR (a "***CVR Holder***") to receive from Reorganized Curo, when exercised, such CVR Holder's *pro rata* share of an amount in cash in aggregate equal to: (a) 7.5%; *multiplied by* (b) (i) the Market Price (as defined below under "**Valuation**") of one unit or share of common stock issued by Reorganized Curo (the "***New Common Stock***") at the time of exercise *multiplied by* the aggregate number of all units or shares of New Common Stock issued and outstanding at the time of exercise, *less* (ii) the Aggregate Implied Exercise Price (as defined below); *provided* that in no event shall such amount be less than zero. The CVRs will terminate on the earlier of (A) the date that is ten years after the Effective Date and (B) the first date on which (1) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person of equity interests representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding equity interests of Reorganized Curo, other than any transaction, including any consolidation or merger, pursuant to which the holders of the equity interests of the Company as of immediately prior to such transaction own equity interests representing fifty percent (50%) or more of the aggregate ordinary voting power of the surviving company or parent thereof immediately after such transaction (a "***Change of Control***"), (2) the sale of all or substantially all of the assets of Reorganized Curo or (3) a liquidation, dissolution or winding up of Reorganized Curo, in each case of the foregoing clauses (1) through (3), excluding (w) any transaction for the purpose of tax planning or tax restructuring, (x) changes to the legal form of Reorganized Curo or any of its subsidiaries, (y) transactions in connection with the consummation of an initial public offering or (z) any similar or related transactions that are

	not in the nature of a third-party merger or acquisition (any transaction described by this clause (B), a "***Fundamental Change***") with respect to Reorganized Curo occurs (such earlier date, the "***Termination Date***"). The CVR will be exercisable at the election of each CVR Holder prior to the Termination Date as follows: (i) at any time following the initial public offering of the New Common Stock; and (ii) for twenty (20) business days following any private sale by Reorganized Curo of New Common Stock for aggregate cash consideration of not less than $50 million. On the Termination Date, the CVRs will be exercised automatically without any action by any CVR Holder, it being understood for the avoidance of doubt that the payment upon such automatic exercise shall be calculated as set forth herein and may be zero. Reorganized Curo shall provide the exercising CVR Holder with notice of the Market Price and the cash amount due to such CVR Holder within (1) ten (10) business days (in the event that the Market Price of a share of New Common Stock is determined pursuant to clause (w) or (x) of the Market Price definition detailed below under "**Valuation**") of such exercise or (2) twenty (20) business days (in the event that the Market Price of a share of New Common Stock is determined pursuant to clause (y) of the Market Price definition detailed below under "**Valuation**") of such exercise (*provided* that, if the Market Price is to be determined by a nationally recognized valuation firm in accordance with clause (y)(2) of the Market Price definition detailed below under "**Valuation**", then Reorganized Curo shall provide such notice promptly after receipt of such determination), and, in each case, shall pay to the exercising CVR Holder the cash amount due promptly thereafter; *provided* that, in the event that the Market Price of New Common Stock is determined pursuant to clause (y) of the Market Price definition detailed below under "**Valuation**", the exercising CVR Holder will have the right to withdraw its exercise request within two (2) business days of receiving a notice from Reorganized Curo notifying it of the Market Price of a share of New Common Stock (as finally determined pursuant to clause (y) of the "Market Price" definition detailed below under "**Valuation**").
Transferability:	The CVRs will be non-transferable and will not be registered or listed on an exchange.
Information Rights:	CVR Holders will have information rights substantially similar to holders of the New Common Stock under the Corporate Governance Documents, including customary financial information to be provided on no less than an annual and quarterly basis.
Valuation:	"***Market Price***", with respect to any date of exercise of the CVRs (the

"***Exercise Date***") means:

(w) if the shares of the New Common Stock are listed on a Principal Exchange on the trading day immediately preceding such Exercise Date, the volume-weighted average price of a share of New Common Stock as reported in composite transactions for United States exchanges and quotation systems for the twenty (20) consecutive trading days immediately preceding such Exercise Date, as displayed under the heading "Bloomberg VWAP" on the applicable Bloomberg page (or if Bloomberg is no longer reporting such price information, such other service reporting similar information as shall be selected by Reorganized Curo) for such New Common Stock in respect of the period from the scheduled open of trading twenty trading days prior to the Exercise Date until the scheduled close of trading of the primary trading session on the day immediately preceding such Exercise Date (unless the shares New Common Stock have been listed on a Principal Exchange for less than twenty trading days prior to such Exercise Date, in which case the Market Price shall be the volume-weighted average price of a share of a New Common Stock for however many trading days the New Common Stock have been listed prior to such Exercise Date); or

(x) if the shares of the New Common Stock are not listed on a Principal Exchange on the trading day immediately preceding such Exercise Date, but are listed on any other Exchange, the volume-weighted average price of a share of New Common Stock on such Exchange for the twenty (20) consecutive trading days immediately preceding such Exercise Date, as reported by such Exchange, or, if not so reported, a service reporting such information as shall be selected by Reorganized Curo (unless the shares New Common Stock have been listed on a Principal Exchange for less than twenty trading days prior to such Exercise Date, in which case the Market Price shall be the volume-weighted average price of a share of a New Common Stock for however many trading days the New Common Stock have been listed prior to such Exercise Date); or

(y) if clauses (w) and (x) above do not apply, the Market Price of a share of New Common Stock shall be determined by (1) the board of directors of Reorganized Curo, or any equivalent governing body of Reorganized Curo (the "Board"), in its reasonable good faith judgment, or (2) if the applicable CVR Holder shall have a good faith objection to the Market Price so determined by the Board and notifies the Board of such objection within twenty (20) Business Days of receiving the Board's determination of the Market Price, then by a nationally recognized valuation firm selected by the Board;

provided, *further*, that, in the event of a Change of Control transaction, the Market Price will be deemed to be the dollar or dollar-equivalent price per unit or share of New Common Stock received by holders of New Common Stock.

"***Principal Exchange***" means each of the following Exchanges: The New York Stock Exchange, NYSE American, The NASDAQ Global Market

and The NASDAQ Global Select Market (or any of their respective successors).

"***Exchange***" means the principal U.S. national or regional securities exchange on which the New Common Stock are then listed or, if the New Common Stock are not then listed on a U.S. national or regional securities exchange, the principal other market on which the New Common Stock are then traded.

"***Aggregate Implied Exercise Price***" means (x) the sum of (i) the aggregate amount of the prepetition corporate-level debt of the Company (including principal, prepayment premium, interest, fees and any other amounts payable with respect to the Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes and Prepetition 2L Notes), regardless of whether allowable under the Bankruptcy Code) as of immediately prior to the Effective Date, (ii) the aggregate amount of the DIP Term Loans and other obligations under the DIP Credit Agreement (including principal, interest, fees and any other amounts payable with respect thereto) as of immediately prior to the Effective Date and (iii) the aggregate amount of any incremental corporate-level capitalization of Reorganized Curo (including equity and/or debt financing) incurred to fund Reorganized Curo's business through the date of exercise of the CVR, *minus* (y) the sum of (i) the outstanding principal amount of Reorganized Curo's corporate-level debt immediately after the Effective Date, and (ii) all amounts paid in cash in respect of the items described in clause (x) on the Effective Date.

No Rights as Equityholders:	The CVRs do not represent any New Equity Interests. CVR Holders shall have no voting, dividend or other rights common to holders of New Common Stock.

Warrants

Number of Warrants:	Warrants to purchase 15.0% of the fully diluted New Equity Interests (calculated based on the fully diluted shares outstanding as of the Effective Date and subject to dilution by the Management Incentive Plan (as defined in the Plan)).
Exercise Period of Warrants:	Exercisable at any time, in whole or in part, prior to the seventh anniversary of the issue date.
Exercise Price of Warrants:	Based on $600 million aggregate equity value.
Cashless Exercise:	Cashless exercise at the option of the holder.
Adjustments:	The number of New Equity Interests issuable upon exercise of the Warrants and the exercise price shall be equitably adjusted on customary terms (a) if the Company effects a subdivision or combination of the outstanding New Equity Interests, (b) in the event of a reclassification, recapitalization, stock split, stock dividend or self-tender offer, rights

	offering or spinoff, (c) in the event of dividends or other distributions, and (d) for mergers or other share exchange events. For greater certainty, the Warrants will not contain price-based anti-dilution protections.
Fundamental Change:	Following a Fundamental Change of the Company, the Warrants will become exercisable for the same amount and form of consideration as a holder of the amount of common equity for which the Warrants are exercisable immediately prior to such transaction would have received in such transaction; provided that the Warrants shall terminate upon a Fundamental Change in which all of the consideration receivable upon the consummation thereof consists entirely of cash (including cash equivalents), rights to cash payments, and/or other property not constituting securities. Upon such termination, the holder shall receive an amount (if any) equal to the difference between (x) the consideration the holder would have received in connection with such Fundamental Change as a holder of the Warrant shares, and (y) the aggregate exercise price of the Warrant shares for which such Warrants were exercisable immediately prior to consummation of such fundamental change.
Transfer Restrictions:	Transfer restrictions on the Warrants will be governed by the Corporate Governance Documents and be substantially similar to the transfer restrictions applicable to the New Equity Interests.

EXHIBIT F

Governance Term Sheet

Final Version

GOVERNANCE TERM SHEET FOR REORGANIZED CURO

The following term sheet (the "***Term Sheet***") presents certain material terms in respect of the capital structure and corporate governance of Reorganized Curo that would be reflected in the relevant governance documents of Reorganized Curo to be entered into following the consummation of certain restructuring transactions involving CURO Group Holdings Corp., a Delaware corporation and its direct and indirect subsidiaries (collectively, the "***Company***"), and does not purport to summarize all the terms, conditions, representations, warranties and other provisions with respect to the transactions referred to herein. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Restructuring Support Agreement to which this Term Sheet is attached as Exhibit F.

Board Matters:

Board Composition:

- 2 Directors appointed by affiliates of Oaktree Capital Management, L.P. (together with its affiliates, "***Oaktree Holder***"), one of whom shall be the chairperson of the Board, subject to the fall-away of such appointment right if the percentage ownership of Oaktree Holder falls below 10.0%, to one Director, and 5.0%, to no Directors; *provided*, that, in the event of the resignation or removal of a Director appointed by Oaktree Holder as a result of the fall-away of its appointment right, such seat will be filled pursuant to a customary majority vote of the equityholders;
- 1 Director mutually agreed upon by affiliates of Caspian Capital LP (together with its affiliates, "***Caspian Holder***"), on the one hand, and affiliates of Empyrean Capital Partners, LP (together with its affiliates, "***Empyrean Holder***"), on the other hand, subject to (1) the fall-away of such mutual appointment right if each of Caspian Holder and Empyrean Holder falls below 5.0% and (2) the fall-away of such appointment right with respect to Caspian Holder or Empyrean Holder individually if their individual percentage ownership falls below 5%; *provided*, that if such Director is removed at any time by mutual agreement of Caspian and Empyrean, any replacement Director must be selected pursuant to the foregoing, and *provided, further*, that in the event of the resignation or removal of the Director appointed by Caspian Holder and Empyrean Holder as a result of the fall-away of their appointment right, such seat will be filled pursuant to a customary majority vote of the equityholders;
- 1 Director appointed by affiliates of OCO Capital Partners, L.P. (together with its affiliates, "***OCO Holder***"), subject to the fall-away of such appointment right if the percentage ownership of OCO Holder falls below 5.0%; *provided*, that, in the event of the resignation or removal of a Director appointed by OCO Holder as a result of the fall-away of its appointment right, such seat will become an independent Director seat filled pursuant to a customary majority vote of the equityholders;
- 1 independent Director mutually agreed upon by the Consenting 1.5L Noteholders excluding Oaktree Holder, Caspian Holder, Empyrean Holder and OCO Holder (such Consenting 1.5L Noteholders, the "Other 1.5L Noteholders"), subject to the fall-away of such appointment right if the percentage ownership of the Other 1.5L Noteholders collectively falls below 15% (unless any

one of them holds 5.0%; *provided*, that, if the Other 1.5L Noteholders do not notify the Company of their appointment of such Director within 60 days of the Effective Date, such seat will be filled pursuant to a customary majority vote of the equityholders; *provided*, *further*, that, in the event of the resignation or removal of a Director appointed by the Other 1.5L Noteholders as a result of the fall-away of its appointment right, such seat will become an independent Director seat filled pursuant to a customary majority vote of the equityholders;

- The Chief Executive Officer of the Company (or member of Company management holding an equivalent position); and
- 1 independent Director, whose seat will be filled pursuant to a customary majority vote of the equityholders (the "Unaffiliated Independent Director").

The appointment rights above in favor of Oaktree Holder, Caspian Holder, Empyrean Holder and OCO Holder shall not be transferable.

Quorum and Voting Requirements:

- Quorum requires at least 1 Director appointed by each of (1) Oaktree Holder, (2) Caspian Holder and/or Empyrean Holder (as applicable) and (3) OCO Holder, and 1 independent Director (subject to adjournment if not present at duly called meeting with adjourned meeting requiring simple majority and permissible on 24 hours' notice).
- Written board consents must be unanimous.

Board Compensation:

- Regular compensation limited to independent Directors.
- Reimbursement for reasonable out-of-pocket expenses (including travel for any in-person board meetings) for all Directors.

Committees:

Generally, Board is authorized to form committees but committees to have proportional representation (excluding CEO) at election of each holder with appointment rights (i.e., permissive, not mandatory).

Transfer Restrictions: Permitted Transfers:

Prohibited Transfers:

- Resulting in any securities law violation or other customary issues (including requiring company to become public); and
- To a direct or indirect competitor of the Company as determined in good faith by the Board of Directors (except in a drag-along sale/sale of the Company as a whole).

No other transfer restrictions, other than the below tag-along provisions.

Expressly Permitted Transfers:

Customary expressly permitted transfers, including transfers:

- Pursuant to IPO or in a Tag-Along or Drag-Along sale;

- That are pledges in connection with financing transactions;
- To an affiliate of an equityholder; and
- For estate planning purposes.

For any holder of equity interests to transfer any of its rights or obligations as an equityholder in Reorganized Curo (including in an expressly permitted transfer), the applicable transferee(s) shall be required to execute a customary joinder to the definitive governance agreements in connection with such transfer.

Tag-Along Rights: Tag-along rights to be provided to all equityholders in the event of a proposed sale of 50.0% or more of the outstanding equity (or class of equity) in the Company.

Drag-Along Rights: Customary drag-along rights (including obligation of dragged equityholders to consent and provide power of attorney) on the following terms:

- Qualifying transactions that would trigger drag right:
  - Transfer by holders of a majority or more of the outstanding equity interests; *or*
  - Board-approved "sale of the company" with the consent of a majority or more of the outstanding equity interests.
  - In each case, transfer or sale must be to a party not affiliated with the initiating holder(s).

Preemptive Rights: All equityholders who, with their affiliates, hold not less than 2.0% of the equity to have customary pre-emptive rights to participate based on their ratable share (including customary oversubscription rights) in the event the Company or any of its subsidiaries proposes to issue (i) equity securities or equity-linked securities, or (ii) solely to an existing equityholder, debt or debt securities.

Customary "emergency exception" (with catch-up) to be provided.

Customary excluded issuances, which would not trigger preemptive rights provisions, including issuances:

- Pursuant to or issued upon the exercise of awards granted under a Board-approved equity plan/incentive plan;
- Upon the exercise of any previously-issued warrants or options;
- In consideration for certain M&A and related transactions with third parties;
- Pursuant to conversion or exchange rights included in equity interests previously issued;
- In connection with a split, division or dividend; and
- As equity kickers to third party lenders.

Information Rights: All equityholders:

- Audited consolidated financial statements at the end of each financial year;
- Quarterly reports following each quarter and invitations to join lender calls with the management team of the Company on quarterly results, if applicable; and
- Annual budget.

In addition, as long as the percentage ownership of Oaktree Holder exceeds 10.0%, the management team of the Company will be made reasonably available to, and meet on a reasonable basis with, the portfolio transformation team of the Oaktree Holder at Oaktree Holder's request (it being understood there will be no management or other fee payable on account of services rendered, but the Company shall reimburse reasonable out-of-pocket expenses akin to Board reimbursements (e.g,, travel)).

Affiliate Transactions: Require majority of disinterested Directors to approve all affiliate transactions, but excluding issuances of debt or debt securities subject to Preemptive Rights as set forth above and transactions with respect to then-existing indebtedness not less than 25.0% of which is held by non-affiliates and in which non-affiliate debt holders are eligible to participate ratably. Affiliates to be defined to include Oaktree Holder, Caspian Holder, Empyrean Holder and OCO Holder for so long as they hold Board appointment rights.

Amendments: Amendments generally require approval by Board.

Approval required from each equityholder adversely affected by any amendment or waiver with respect to the following provisions: tag, drag, preemptive rights, piggyback rights, information rights, fiduciary duties, indemnification/exculpation, this amendment provision, or that would require additional capital contributions by such equityholder, excluding, in each case, for amendments or waivers regarding administrative or ministerial matters applicable to all equityholders that have no economic impact on equityholders and that are not material to their interests.

Approval required from each applicable equityholder for the removal of its specific Board appointment rights. Any amendment to the vote required to appoint the Unaffiliated Independent Director requires approval from, as long as the percentage of equity interests that are not held by Oaktree Holder, Caspian Holder, Empyrean Holder or OCO Holder collectively exceed 15% of the equity interests issued and outstanding, holders holding a majority of the equity interests issued and outstanding (excluding interests held by Oaktree Holder, Caspian Holder, Empyrean Holder and OCO Holder). Amendments that are material, adverse and disproportionate to any equityholder relative to all other equityholders to require such equityholder's consent.

Registration Rights: Customary registration rights for Oaktree Holder, Caspian Holder, Empyrean Holder and OCO Holder subject to minimum thresholds/dollar proceeds.

Minority equityholders to have piggyback rights.

Indemnification; Waiver of Corporate Opportunities:	Company indemnification, advancement and exculpation provisions to the fullest extent permitted by applicable law. Governing documents to provide for waiver of fiduciary duties and corporate opportunity doctrine with respect to Directors, to the extent permitted by applicable law.
Corporate Form	Delaware limited liability company

EXHIBIT G

[On file with the Company Parties.]

EXHIBIT H

Joinder Agreement

The undersigned ("**Joinder Party**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of March 22, 2024 (the "**Agreement**"),[1] by and among CURO Group Holdings Corp. and its Affiliates and subsidiaries bound thereto and the Consenting Parties, and agrees to be bound by the terms and conditions thereof, and shall be deemed a "Consenting Stakeholder" and a "Consenting 1L Lender", a "Consenting 1.5L Noteholder" or a "Consenting 2L Noteholder", as applicable, under the terms of the Agreement.

The Joinder Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer.

Date Executed:

____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition 1L Term Loan Claims	
Prepetition 1.5L Notes Claims	
Prepetition 2L Notes Claims	
Existing Equity Interests	

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT I

Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of March 22, 2024 (the "**Agreement**"),[1] by and among CURO Group Holdings Corp. and its Affiliates and subsidiaries bound thereto and the Consenting Stakeholders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a "Consenting Stakeholder" and a "Consenting 1L Lender", a "Consenting 1.5L Noteholder" or a "Consenting 2L Noteholder", as applicable, under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

____
Name:
Title:
Address:
E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
Prepetition 1L Term Loan Claims	
Prepetition 1.5L Notes Claims	
Prepetition 2L Notes Claims	
Existing Equity Interests	

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EXHIBIT J

Consenting Stakeholder Signature Pages

[On file with the Company Parties.]

Exhibit C

Financial Projections

Feasibility Analysis[1]

- As a condition to Confirmation, the Bankruptcy Code requires, among other things, the Bankruptcy Court to find that entry of a Combined Order is not likely to be followed by either a liquidation or the need to further reorganize the Debtors or any successor to the Debtors. In accordance with this requirement and in order to assist each Holder of a Claim in determining whether to vote to accept or reject the Debtors' Plan, the Debtors' management team ("Management"), with the assistance of its financial advisors, developed financial projections (the "Financial Projections") to support the feasibility of the Plan, which were prepared as of March 12, 2024.

- The Financial Projections were prepared in good faith by Management with the assistance of its financial advisors and are based on several assumptions made by Management, within the bounds of their knowledge of the Debtors' business and operations, with respect to the future performance of the Debtors' operations. In addition, the Financial Projections contain statements that constitute "forward-looking statements" within the meaning of the Securities Act and the Exchange Act, as amended by the Private Securities Litigation Reform Act of 1995. Forward-looking statements in these projections include the intent, belief, or current expectations of the Debtors and members of its Management concerning the timing of, completion of, and scope of the current restructuring, the Plan, the Debtors' strategic business plan, bank financing, debt and equity market conditions, and the Debtors' future liquidity, as well as the assumptions upon which such statements are based. Although Management has prepared the Financial Projections in good faith and believes the assumptions to be reasonable, it is important to note that the Debtors can provide no assurance that such assumptions will be realized. Because future events and circumstances may well differ from those assumed and unanticipated events or circumstances may occur, the Debtors expect that the actual and projected results will differ, and the actual results may be materially greater or less than those contained in the Financial Projections and from those contemplated by such forward-looking statements. No representations can be made as to the accuracy of the Financial Projections or the Debtors' ability to achieve the projected results. Therefore, the Financial Projections may not be relied upon as a guarantee or as any other form of assurance as to the actual results that will occur. The inclusion of the Financial Projections herein should not be regarded as an indication that the Debtors considered or consider the Financial Projections to reliably predict future performance. Accordingly, in deciding whether to vote to accept or reject the Plan, creditors should review the Financial Projections in conjunction with a review of the risk factors set forth in the Disclosure Statement and the assumptions and risks described herein, including all relevant qualifications and footnotes.

- AS ILLUSTRATED BY THE FINANCIAL PROJECTIONS, THE DEBTORS BELIEVE THEY WILL HAVE SUFFICIENT LIQUIDITY TO PAY AND SERVICE THEIR DEBT OBLIGATIONS, AND TO OPERATE THEIR BUSINESSES. THE DEBTORS BELIEVE THAT CONFIRMATION AND CONSUMMATION OF THE PLAN ARE NOT LIKELY TO BE FOLLOWED BY THE LIQUIDATION OR FURTHER REORGANIZATION OF THE DEBTORS. ACCORDINGLY, THE DEBTORS BELIEVE THAT THE PLAN SATISFIES THE FEASIBILITY REQUIREMENT OF BANKRUPTCY CODE SECTION 1129(a)(11).

- The Financial Projections were not prepared with a view toward compliance with published rules of the SEC or the American Institute of Certified Public Accountants regarding projections. The Debtors' independent auditor has not examined, compiled, or performed any procedures with respect to the prospective financial information contained in this exhibit and, accordingly, it does not express

[1] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 23, 2024 (as amended, modified or supplemented from time to time, the "Plan") or the Disclosure Statement to which this exhibit is attached, as applicable.

an opinion or any other form of assurance on such information or its achievability. The Debtors' independent auditor assumes no responsibility for and denies any association with the prospective financial information.

- Accordingly, neither the Debtors nor the Reorganized Debtors intend to and disclaim any obligation to: (1) furnish updated Financial Projections to Holders of Claims or Interests prior to the Effective Date or to any other party after the Effective Date, except as required by the Plan; (2) include any such updated information in any documents that may be required to be filed with the SEC; or (3) otherwise make such updated information publicly available. The Debtors do not intend to update or otherwise revise the Financial Projections to reflect circumstances that may occur after their preparation, or to reflect the occurrence of unanticipated events, even if any or all of the underlying assumptions are shown to be in error. Additional information relating to the principal assumptions used in preparing the Financial Projections are set forth below.
- THE FINANCIAL PROJECTIONS ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS. ACTUAL OPERATING RESULTS AND VALUES MAY VARY SIGNIFICANTLY FROM THESE FINANCIAL PROJECTIONS.

Safe Harbor Under the Private Securities Litigation Reform Act of 1995

- The Financial Projections contain certain statements that are "forward-looking" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements in the Financial Projections include the intent, belief, or current expectations of the Debtors and Management with respect to the timing of, completion of, and scope of the current restructuring, Plan, Debtors' business plan, and market conditions, and the Debtors' future liquidity, as well as the assumptions upon which such statements are based. While the Debtors believe that the expectations are based upon reasonable assumptions within the bounds of their knowledge of their business and operations, parties in interest are cautioned that any such forward-looking statements are not guarantees of future performance, involve risks and uncertainties, and that actual results may differ materially from those contemplated by such forward-looking statements.

Summary of Significant Assumptions

- The Debtors, with the assistance of various Professionals, including their financial advisors, prepared the Financial Projections for the six months ending December 31, 2024, and the four years from 2025 to 2028 (the "Projection Period"). The Financial Projections are based on numerous assumptions with respect to the future performance of the Reorganized Debtors' operations. Although these Financial Projections have been prepared in good faith and are believed to be reasonable, the Debtors can provide no assurance that such assumptions will be realized. As described in detail in Article VIII of the Disclosure Statement, a variety of risk factors could affect the Reorganized Debtors' financial results and should be considered. The Financial Projections should be reviewed in conjunction with a review of these assumptions, including the qualifications and notes herein.

General Assumptions

- The Financial Projections are based upon the Debtors' operating budget and projections for the period from July 1, 2024 to December 31, 2028, in conjunction with current relevant industry outlooks. The Financial Projections were prepared using a "bottoms-up" approach, incorporating multiple sources of detailed information, including consumer-level forecasts, originations, yield and operating expense data, and separate projections for each of the Debtors' U.S. and Canada direct lending geographies. The operating assumptions assume the Plan will be confirmed and consummated by June 30, 2024.
- The Financial Projections reflect numerous assumptions made by Management with respect to industry performance, general business, economic, market and financial conditions, and other matters,

all of which are difficult to predict and many of which are beyond the Debtors' control. Therefore, although the Financial Projections are necessarily presented with numerical specificity, the actual results achieved during the projection periods presented will likely vary from the projected results. These variations may be material. Accordingly, no definitive representation can be or is being made with respect to the accuracy of the Financial Projections or the ability of the Reorganized Debtors to achieve the projected results.

Summary Transaction

$s in Millions

	Pre-Emergence		Post-Emergence
	6/30/24P	Adj.	6/30/24PF
Assets			
Unrestricted Cash & Cash Equivalents	$ 59.4	$ -	$ 59.4
Restricted Cash	77.2	-	77.2
Cash and Restricted Cash	**$ 136.6**	**$ -**	**$ 136.6**
Gross Loans Receivables	1,285.4	-	1,285.4
Allowance for Loan Losses	(196.3)	-	(196.3)
Loans Receivable Net	**$ 1,089.1**	**$ -**	**$ 1,089.1**
Prepaid Expenses And Other	102.8	-	102.8
PP&E	16.6	-	16.6
Investment in Katapult	13.6	-	13.6
Right of Use Asset - Operating Leases	46.5	-	46.5
Goodwill & Intangibles	350.5	(100.0)	250.5
Other Long-Term Assets	7.0	-	7.0
Total Assets	**$ 1,762.7**	**$ (100.0)**	**$ 1,662.7**
Liabilities			
Accounts Payable and Accrued Liabilities	33.1	-	33.1
Deferred Revenue	2.6	-	2.6
Lease Liability - Operating Leases	46.3	-	46.3
Total Non-Recourse Debt	929.7	-	929.7
DIP Term Loan	56.1	(56.1)	-
1L Term Loan	246.7	(246.7)	-
First Out Exit Term Loans	-	56.1	56.1
Second Out Exit Term Loans	-	246.7	246.7
1.5L Notes	715.8	(715.8)	-
2L Notes	333.3	(333.3)	-
Other Long-Term Liabilities	7.5	-	7.5
Total Liabilities	**$ 2,371.1**	**$ (1,049.2)**	**$ 1,321.9**
Total Shareholders' Equity	**(608.4)**	**949.2**	**340.8**
Total Liabilities & Shareholders' Equity	**$ 1,762.7**	**$ (100.0)**	**$ 1,662.7**

Summary Projected Income Statement

$s in Millions

	2H 2024P	2025P	2026P	2027P	2028P
Loan Product	$ 290.1	$ 585.2	$ 601.9	$ 627.3	$ 646.5
Ancillary & Other	53.2	103.3	110.2	118.2	125.2
Total Revenue	**$ 343.4**	**$ 688.5**	**$ 712.0**	**$ 745.5**	**$ 771.7**
Loan Product NCOs	(95.3)	(195.3)	(197.3)	(202.3)	(207.7)
Ancillary NCOs	(2.7)	(5.0)	(5.3)	(5.7)	(6.0)
Total NCOs	**$ (98.0)**	**$ (200.4)**	**$ (202.6)**	**$ (208.0)**	**$ (213.7)**
Provision Impact (-Build +Release)	(14.8)	(6.3)	(14.8)	(14.7)	(15.2)
Bad Debt Expenses	(112.8)	(206.7)	(217.4)	(222.7)	(229.0)
Total Risk Adjusted Revenue	**$ 230.6**	**$ 481.9**	**$ 494.6**	**$ 522.8**	**$ 542.7**
Total Operating Expenses	**$ 156.7**	**$ 295.9**	**$ 296.5**	**$ 299.4**	**$ 302.0**
Other Expense	-	8	-	-	-
Interest Expense	**$ 79.2**	**$ 147.8**	**$ 154.5**	**$ 160.9**	**$ 165.2**
Pre-tax Income	**$ (5.3)**	**$ 29.9**	**$ 43.6**	**$ 62.5**	**$ 75.6**
Provision for taxes	(8.5)	5.9	11.3	16.3	19.6
Net Income	**$ 3.2**	**$ 23.9**	**$ 32.3**	**$ 46.3**	**$ 55.9**
EBITDA	**$ 87.8**	**$ 195.0**	**$ 207.1**	**$ 232.5**	**$ 249.8**

Note: EBITDA includes $4 million of non-recurring expenses annually.

Summary Projected Cash Flow Statement

$s in Millions

	2H 2024P	2025P	2026P	2027P	2028P
Net Income	$ 3.2	$ 23.9	$ 32.3	$ 46.3	$ 55.9
D&A	10.0	5.0	5.0	5.1	5.1
Intangibles Amortization & Impairment	6.9	10.7	5.2	5.2	5.2
Provisions for Losses	14.8	6.3	14.8	14.7	15.2
Amortization of DFC	0.6	1.0	-	-	-
Other non-cash expense/income	-	-	-	-	-
Change in Gross Loan Balances	(75.1)	(92.3)	(106.0)	(111.4)	(115.1)
Change in Income Tax Receivable	44.1	(0.2)	(0.3)	(0.3)	(0.3)
Change in Prepaid Expenses And Other	(3.2)	3.4	0.8	(3.0)	(3.1)
Change in Accounts Payable and Accrued Liabilities	10.0	1.6	1.6	1.4	1.2
Change in Other Asset/Liabilities	(1.9)	1.2	(2.6)	1.2	1.1
Net Cash Provided (Used) in Operations	**$ 9.3**	**$ (38.5)**	**$ (48.4)**	**$ (40.0)**	**$ (33.8)**
Capex Spend	(7.7)	(9.6)	(9.6)	(9.6)	(10.3)
Net Cash Provided (Used) in Investing Activities	**$ (7.7)**	**$ (9.6)**	**$ (9.6)**	**$ (9.6)**	**$ (10.3)**
PIK Interest on First Out Exit Term Loans	4.4	7.7	6.1	5.3	5.7
PIK Interest on Second Out Exit Term Loans	16.5	31.4	24.7	21.3	22.8
Heights Financing I, LLC Debt	35.6	36.5	45.4	48.6	36.8
Heights Financing II, LLC Debt	(8.8)	(18.2)	(13.8)	(10.8)	(13.4)
First Heritage Financing I, LLC Debt	11.5	22.4	11.4	-	-
CURO Canada Receivables Limited Partnership II Debt	15.5	22.0	23.6	19.6	0.7
Net Cash Provided (Used) in Financing Activities	**$ 74.7**	**$ 101.7**	**$ 97.4**	**$ 84.0**	**$ 52.5**
Net increase in unrestricted cash, restricted cash and equivalents	**$ 76.3**	**$ 53.6**	**$ 39.4**	**$ 34.3**	**$ 8.4**

Summary Projected Balance Sheet

($'s in millions)	2024P	2025P	2026P	2027P	2028P
Assets					
Unrestricted Cash & Cash Equivalents	$ 128.6	$ 191.4	$ 230.3	$ 259.5	$ 264.4
Restricted Cash	80.3	71.2	71.7	76.8	80.3
Cash and Restricted Cash	**$ 208.9**	**$ 262.6**	**$ 302.0**	**$ 336.3**	**$ 344.7**
Gross Loans Receivables	1,360.5	1,452.8	1,558.8	1,670.2	1,785.2
Allowance for Loan Losses	(211.1)	(217.3)	(232.1)	(246.8)	(262.0)
Loans Receivable Net	**$ 1,149.4**	**$ 1,235.4**	**$ 1,326.6**	**$ 1,423.4**	**$ 1,523.2**
Prepaid Expenses And Other	61.9	60.3	60.7	64.0	67.4
PP&E	8.4	7.9	7.5	7.1	6.7
Investment in Katapult	13.6	13.6	13.6	13.6	13.6
Right of Use Asset - Operating Leases	44.9	40.4	40.5	43.4	46.4
Goodwill & Intangibles	249.5	243.7	243.3	242.9	243.2
Other Long-Term Assets	7.7	8.2	8.8	8.6	8.3
Total Assets	**$ 1,744.4**	**$ 1,872.2**	**$ 2,003.1**	**$ 2,139.4**	**$ 2,253.6**
Liabilities					
Accounts Payable and Accrued Liabilities	$ 43.0	$ 44.7	$ 46.3	$ 47.7	$ 49.0
Deferred Revenue	2.5	2.5	2.5	2.5	2.5
Lease Liability - Operating Leases	43.5	42.1	41.3	44.3	47.3
Total Non-Recourse Debt	981.2	1,044.9	1,111.5	1,168.9	1,192.9
First Out Exit Term Loans	60.5	68.2	74.3	79.5	85.2
Second Out Exit Term Loans	263.3	294.6	319.3	340.7	363.5
Other Long-Term Liabilities	13.8	14.0	13.8	14.8	15.6
Total Liabilities	**$ 1,407.9**	**$ 1,511.1**	**$ 1,609.1**	**$ 1,698.4**	**$ 1,755.9**
Total Shareholders' Equity	**$ 336.5**	**$ 361.1**	**$ 394.0**	**$ 441.0**	**$ 497.7**
Total Liabilities & Shareholders' Equity	**$ 1,744.4**	**$ 1,872.2**	**$ 2,003.1**	**$ 2,139.4**	**$ 2,253.6**

Summary Financials

I. Projected Statement of Operations

Note – Net Revenue

Net Revenue is projected to be $465 million during FY 2024, growing to $543 million during FY 2028. Year-over-year net revenue growth is driven through expansion of the Debtors lending capabilities. Interest & fee yield and other ancillary revenue yield percentage of gross loans receivable is projected to remain flat for each of the respective loans following FY 2024. Net Charge Offs are expected to remain relatively flat as the Debtor targets lending to higher quality consumer base.

Note – Operating Expenses

Operating expenses include all salaries, bonus & benefits, occupancy, advertising, direct operating, depreciation & amortization, and other miscellaneous expenses. Operating expenses are projected to decrease primarily due to the Debtors' decreasing occupancy expense which is a result of the Debtor closing less efficient stores.

Note – Interest Expense

Interest expense over the Projection Period is based upon the Reorganized Debtors' pro forma capital structure and interest rates as contemplated by the Plan. Interest expense includes interest from both recourse and non-recourse debt as well as amortization of deferred financing costs.

Note – Income Tax Benefit / (Expense)

The Debtors calculated estimates based on their financial projections in FY 2024, and utilized a steady rate thereafter beginning in the second half of FY 2025. The actual amount of Cash taxes paid could vary significantly pending the final tax analysis of the reorganization and fresh-start accounting adjustments. Tax calculations are based on a multitude of factors, and the preliminary estimates are subject to material change.

II. Projected Consolidated Balance Sheets

Note – Cash

Cash reflects the restricted and unrestricted consolidated Cash balance of the Debtors. The opening Cash balance reflects the net impact from new money funding including the First Out Exit Term Loans.

Note – Loans Receivable

"Loans Receivable" is related to the Debtors' five special purpose facilities that lend based on the size of the facility (excluding ineligible loans) multiplied by the effective advance rate permitted under each respective credit agreement.

Note – Prepaid Expenses and Other

"Prepaid Expenses and Other" primarily consist of prepaid certain expenses, including insurance, rent, taxes, and miscellaneous expenses.

Note – Right of Use Assets

"Right of Use Assets" primarily consist of the intangible value the Debtors have gained by leasing assets through a specified period of time.

Note – Goodwill & Other Intangible Assets

"Goodwill & Intangible" is composed primarily of the Debtors' intangible property, specifically its tradenames, proprietary technology, and customer relationships.

Note – Accounts Payable and Accrued Liabilities

"Accounts Payable and Accrued Liabilities" represent outstanding payables to third-party trade vendors and service providers and accrued expenses relating to payroll, employee benefits, employee incentives, and other operating expenses. Accrued interest is not included in Accrued Liabilities.

Note – Non-Recourse Debt

"Non-Recourse Debt" includes loans from the following entities: Heights Financing I, LLC, Heights Financing II, LLC, First Heritage Financing I, LLC, CURO Canada Receivables Limited Partnerships, and CURO Canada Receivables II Limited Partnership. Heights Financing I, LLC Debt is a $375 million facility bearing interest at 1-Month SOFR plus 5.80% with a maturity of December 2026. Heights Financing II, LLC Debt is a $140 million facility bearing interest at 1-Month SOFR plus 8.50% with a maturity of November 2026. First Heritage Financing I, LLC debt is a $200 million facility bearing interest at 1-Month SOFR plus 4.52% with a maturity of December 2026. CURO Canada Receivables limited partnership debt is a $150 million facility (with an accordion feature of $113 million) bearing interest at 3-Month CDOR plus 6.00% with a maturity of December 2026. CURO Canada Receivables II Limited Partnership debt is a $188 million (with an accordion feature of $75 million) facility bearing interest at 3-Month CDOR plus 8.00% with a maturity of March 2026.

Note – First Out Exit Term Loans

The First Out Exit Term Loans are $56 million secured first-out term loans with a maturity of June 2028. The facility bears annual interest at 1-Month SOFR (2.50% floor) plus 10.00%; (100% PIK during year 1, 75% PIK during year 2 and 50% PIK thereafter). The First Out Exit Term Loans do not include principal amortization.

Note – Second Out Exit Term Loans

The Second Out Exit Term Loans are $247 million secured second-out term loans with a maturity of June 2028. The facility bears annual interest at 13.00% (100% PIK during year 1, 75% PIK during year 2 and 50% PIK thereafter). The Second Out Exit Term Loans do not include principal amortization.

Note - Shareholders Equity

Pro forma Shareholders' Equity on the Opening Balance Sheet has been adjusted to reflect the equity value implied by the estimated Total Enterprise Value as set forth in the summary transaction in the Disclosure Statement. The projections do not reflect the full potential impact of fresh-start and lease accounting; as such, these balances are highly preliminary and illustrative.

III. Projected Consolidated Statement of Cash Flows

Note – Changes in Working Capital

"Changes in Working Capital" consist of changes in gross loans receivable, income tax receivable, prepaid expenses, right of use assets – operating leases, other assets, accounts payable, deferred revenue, lease liability – operating leases and accrued interest.

Note – Capital Expenditures

Capital expenditures are anticipated to remain in line with historical levels.

Exhibit D

Valuation Analysis

Plan Value Analysis[2]

- THE VALUATION INFORMATION CONTAINED IN THE FOLLOWING ANALYSIS IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN. THIS VALUATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING ADEQUATE INFORMATION AS REQUIRED BY BANKRUPTCY CODE SECTION 1125 TO ENABLE THE HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS. IN ADDITION, THE VALUATION OF NEWLY-ISSUED SECURITIES IS SUBJECT TO ADDITIONAL UNCERTAINTIES AND CONTINGENCIES, ALL OF WHICH ARE DIFFICULT TO PREDICT. ACTUAL MARKET PRICES OF SUCH SECURITIES AT ISSUANCE WILL DEPEND UPON, AMONG OTHER THINGS, PREVAILING INTEREST RATES, CONDITIONS IN THE FINANCIAL MARKETS, THE ANTICIPATED INITIAL SECURITIES HOLDINGS OF PREPETITION CREDITORS, SOME OF WHICH MAY PREFER TO LIQUIDATE THEIR INVESTMENT RATHER THAN HOLD IT ON A LONG-TERM BASIS, AND OTHER FACTORS WHICH GENERALLY INFLUENCE PRICES OF SECURITIES.
- THE ESTIMATES OF THE ENTERPRISE VALUE DETERMINED BY OPPENHEIMER & CO. INC. REPRESENT ESTIMATED ENTERPRISE VALUES AND DO NOT REFLECT VALUES THAT COULD BE ATTAINABLE IN PUBLIC OR PRIVATE MARKETS.
- Solely for purposes of the Plan and the Disclosure Statement, Oppenheimer & Co. Inc. ("Oppenheimer"), as investment banker and financial advisor to the Debtors, has estimated a range of total enterprise values (the "Total Enterprise Values") of the Reorganized Debtors on a going-concern basis and pro forma for the transactions contemplated by the Plan (the "Valuation Analysis"). The Valuation Analysis is based on financial and other information provided to Oppenheimer by the Debtors' Management and third-party advisors, the Financial Projections attached to the Disclosure Statement as Exhibit C and information provided by other sources.
- The valuation analysis herein represents a valuation of the Reorganized Debtors as the continuing operators of the businesses and assets of the Debtors, after giving effect to the Plan, based on the application of standard valuation techniques. The estimated values set forth below: (a) do not purport to constitute an appraisal of the assets of the Reorganized Debtors; (b) do not constitute an opinion on the terms and provisions or fairness from a financial point of view to any Holder of the consideration to be received by such Holder under the Plan; (c) do not constitute a recommendation to any Holder of Claims or Interests as to how such Holder should vote or otherwise act with respect to the Plan; and (d) do not necessarily reflect the actual market value that might be realized through a sale or liquidation of the Reorganized Debtors.
- In preparing the estimates set forth below, Oppenheimer has relied upon the accuracy, completeness, and fairness of financial and other information furnished by the Debtors. Oppenheimer did not

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 23, 2024 (as amended, modified or supplemented from time to time, the "Plan") or the Disclosure Statement to which this exhibit is attached, as applicable.

attempt to independently audit or verify such information, nor did it perform an independent appraisal of the assets or liabilities of the Debtors or Reorganized Debtors.

- The estimated values set forth herein assume that the Reorganized Debtors will achieve their Financial Projections in all material respects. Oppenheimer has relied on the Debtors' representation that the Financial Projections: (a) have been prepared in good faith; (b) are based on fully disclosed assumptions, which, in light of the circumstances under which they were made, are reasonable; (c) reflect the Debtors' best currently available estimates; and (d) reflect the good faith judgments of the Debtors. Oppenheimer does not offer an opinion as to the attainability of the Financial Projections. As disclosed in the Disclosure Statement, the future results of the Reorganized Debtors are dependent upon various factors, many of which are beyond the control or knowledge of the Debtors and Oppenheimer and, consequently, are inherently difficult to project.

- This Valuation Analysis contemplates facts and conditions known and existing as of the date of the Disclosure Statement. Events and conditions subsequent to this date, including updated projections, as well as other factors, could have a substantial effect upon the Total Enterprise Value. Among other things, failure to consummate the Plan in a timely manner may have a materially negative effect on the Total Enterprise Value. For purposes of this Valuation Analysis, Oppenheimer has assumed that no material changes that would affect value will occur between the date of the Disclosure Statement and the assumed Effective Date.

- The valuation estimates set forth herein represent valuation analyses generally based on the application of customary valuation techniques to the extent deemed appropriate by Oppenheimer. In preparing its valuation, Oppenheimer considered a variety of factors and evaluated a variety of financial analyses, including a (a) comparable companies analysis, (b) discounted Cash flow analysis, and (c) precedent transaction analysis. Oppenheimer also: (a) reviewed certain historical financial information of the Debtors for recent years and interim periods; (b) reviewed certain financial and operating data of the Debtors, including the Financial Projections; (c) discussed the Debtors' operations and future prospects with the Debtors' senior management team and third-party advisors; (d) reviewed certain publicly available financial data for, and considered the market value of, public companies that Oppenheimer deemed generally relevant in analyzing the value of the Reorganized Debtors; and (e) considered certain economic and industry information that Oppenheimer deemed generally relevant to the Reorganized Debtors.

- Oppenheimer believes that its analysis and views must be considered as a whole and that selecting portions of its analysis and factors could create a misleading or incomplete view of the processes underlying the preparation of the valuation. Reliance on only one of these methodologies used or portions of the analysis performed could create a misleading or incomplete conclusion.

- The range of the reorganization values presented assumes that the Effective Date of the Plan is June 30, 2024 (the "Assumed Effective Date") and reflects work performed by Oppenheimer on the basis of information with respect to the business and assets of the Debtors available to Oppenheimer as of the date of the Disclosure Statement. It should be understood that, although subsequent developments may affect Oppenheimer's conclusions, Oppenheimer does not have any obligation to update, revise, or reaffirm its estimate.

- As a result of the analysis described herein, Oppenheimer estimates the Total Enterprise Value of the consolidated corporate entity that includes both Debtors and wholly owned bankruptcy-remote non-Debtor subsidiaries to be within the range of approximately $1,380 million to $1,660 million, and as a result the Total Enterprise Value of the Reorganized Debtors to be within the range of approximately $450 million to $730 million, with a midpoint of $590 million as of the Assumed Effective Date. The range and the midpoint are based in part on information provided by the Debtors, are solely for

purposes of the Plan, and assume that no material changes occur from the date of the Disclosure Statement through the Assumed Effective Date that affect Total Enterprise Value.

- The range of Total Enterprise Values and the midpoint set forth herein are not necessarily indicative of actual outcomes, which may be significantly more or less favorable than those set forth herein depending on the results of the Debtors' operations or changes in the financial markets. Additionally, the estimates of Total Enterprise Value represent hypothetical enterprise values of the Reorganized Debtors as the continuing operator of the Debtors' business and assets, and do not purport to reflect or constitute appraisals, liquidation values, or estimates of the actual market value that may be realized through the sale of any Securities to be issued pursuant to the Plan, which may be significantly different than the values set forth herein. Such estimates were developed solely for purposes of analysis of implied relative recoveries to Holders of allowed Claims and Interests under the Plan. The value of operating businesses such as the Debtors' businesses are subject to uncertainties and contingencies that are difficult to predict and fluctuate with changes in many factors affecting the financial condition and prospects of such businesses.

- Oppenheimer's estimated range for the Total Enterprise Value of the Reorganized Debtors does not constitute a recommendation to any Holder of Claims or Interests as to how such Holder should vote or otherwise act with respect to the Plan. The range and the midpoint of the range of Total Enterprise Value of the Reorganized Debtors set forth herein does not constitute an opinion as to the fairness from a financial point of view to any Holder of the consideration being offered to such Holder under the Plan or of the terms and provisions of the Plan. Accordingly, because valuation estimates are inherently subject to uncertainties, none of the Debtors, Oppenheimer, nor any other person assumes responsibility for the accuracy of the valuation range set forth or any difference between the estimated valuation range or the midpoint set forth herein and any actual outcome or value received for any debt or equity instruments received pursuant to the Plan.

- Oppenheimer is acting as investment banker and financial advisor to the Debtors and will not be responsible for, and will not provide, any tax, accounting, actuarial, legal, or other specialist advice.

Exhibit E

Liquidation Analysis

Liquidation Analysis[1]

- Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Allowed Claim or Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such Holder would receive or retain if the Debtors' assets were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date of the Plan. This requirement is referred to as the "Best Interests Test."
- To demonstrate that the Plan satisfies the Best Interests Test under Bankruptcy Code section 1129(a)(7), the Debtors have prepared a hypothetical liquidation analysis (the "Liquidation Analysis"). The Liquidation Analysis estimates the realizable liquidation value of the Debtors' assets and estimates the distribution to creditors resulting from the liquidation thereof. The Liquidation Analysis indicates that Holders of Allowed Claims in each Impaired Class will receive at least as much under the Plan as they would if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. Therefore, the Debtors believe that the Plan satisfies the Best Interests Test.
- The Liquidation Analysis is predicated on the following assumptions: (a) the Debtors file the Chapter 11 Cases in March 2024; (b) the Debtors obtain debtor-in-possession financing pursuant to the Interim DIP Order and Final DIP Order; (c) the Chapter 11 Cases are subsequently converted to a chapter 7 case on or about May 31, 2024 (the "Liquidation Date"); and (d) a chapter 7 trustee (the "Trustee") is appointed to convert all assets into Cash and distribute the proceeds of those assets in accordance with the Bankruptcy Code.
- The Liquidation Analysis is based on the Debtors' projected book values with respect to their assets and liabilities as of May 31, 2024, unless otherwise noted.
- Under chapter 7 of the Bankruptcy Code, the Debtors' assets would be subject to liquidation, and values would be measured based on the premise that such assets are liquidated in an orderly and expeditious fashion. For purposes of this Liquidation Analysis, it is assumed that the Debtors' operations would cease immediately upon conversion to chapter 7. The Trustee would then consolidate the Debtors' operations, retaining certain minimal operational, accounting, treasury, IT, and other management services necessary to wind down the Debtors' Estates. The Trustee would collect receivables, convert other assets to Cash and dispose of the Debtors' available property through sales. The Trustee would commence a three-month marketing process for any salable assets, during which time all of the property of the Debtors' Estates would be sold. The amount of proceeds available from the liquidation of the property would be the net proceeds (after accounting for costs associated with conducting the liquidation) from the collection or sale of property of the Estates the "Liquidation Proceeds"). This Liquidation Analysis assumes that the Liquidation Proceeds would be distributed in the order of priority set forth in Bankruptcy Code section 726: (i) first, to the Holders of Allowed Secured Claims; (ii) second, to the Holders of Allowed superpriority Administrative Claims; (iii) third, to Holders of Administrative Claims; (iv) fourth, to the Holders of any Allowed Other Priority Claims and Priority Tax Claims; and (v) fifth, to the Holders of Allowed General Unsecured Claims.
- The Liquidation Analysis does not include estimates for: (i) the tax consequences that may be triggered upon the liquidation and sale of property of the Debtors' Estates; (ii) damages as a result of

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[1] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 23, 2024 (as amended, modified or supplemented from time to time, the "Plan") or the Disclosure Statement to which this exhibit is attached, as applicable.

breach or rejection of obligations incurred and leases and Executory Contracts assumed or entered into; or (iii) recoveries resulting from any potential preference, avoidable transaction or other litigation or avoidance actions.

- Estimating recoveries in any hypothetical chapter 7 liquidation is an uncertain process involving the extensive use of estimates and assumptions which, although considered reasonable by management, are inherently subject to significant business, economic and competitive uncertainties and contingencies beyond the control of the Debtors or the Trustee. These values have not been subject to any review, compilation, or audit by any independent accounting firm. In the event of a chapter 7 liquidation, the actual results may vary materially from the estimates and projections set forth herein. Similarly, the actual amounts of Allowed Claims in a chapter 7 liquidation could materially and significantly differ from the amounts of Claims estimated in this Liquidation Analysis.
- The following general assumptions were considered by the Debtors and their advisors as assumptions that would be applicable in any hypothetical chapter 7 liquidation.
- Underlying this Liquidation Analysis are numerous estimates and assumptions that are subject to significant economic, regulatory, operational, and competitive uncertainties. Many of these uncertainties are beyond the control of the Debtors, their management, and their advisors. This Liquidation Analysis contains numerous estimates regarding the projected financial statements and remain subject to further legal and accounting analysis. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.
- In preparing the Liquidation Analysis, the Debtors estimated Allowed Claims, as of the Liquidation Date, based upon the Debtors' latest financial projections and review of liabilities in the Debtors' books and records. The Liquidation Analysis includes estimates for Claims that could be asserted and Allowed in a chapter 7 liquidation, including, among others, equipment recovery and disposal, wind down costs, and trustee and Professional fees required to facilitate disposition of certain assets, resolution of corporate affairs, settlement of Claims and distributions to creditors in a value maximizing manner. The Debtors' estimate of Allowed Claims set forth in the Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims under the Plan. NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Liquidation Analysis

$s in Millions

	5/31/2024	Recovery % Low	Recovery % Mid	Recovery % High	Recovery $ Low	Recovery $ Mid	Recovery $ High	Note
Unrestricted Cash & Cash Equivalents	$ 48.9	100.0%	100.0%	100.0%	$ 48.9	$ 48.9	$ 48.9	(1)
Gross Loan Receivables	117.6	60.0%	70.0%	80.0%	70.6	82.3	94.1	(2)
Income Tax Receivable	41.6	80.0%	90.0%	100.0%	33.3	37.5	41.6	(3)
Prepaid Expenses And Other	45.2	40.0%	45.0%	50.0%	18.1	20.3	22.6	(4)
PP&E	22.2	10.0%	15.0%	20.0%	2.2	3.3	4.4	(5)
Investment in Katapult	13.6	70.0%	75.0%	80.0%	9.5	10.2	10.9	(6)
Right of Use Asset - Operating Leases	49.6	0.0%	0.5%	1.0%	-	0.2	0.5	(7)
Deferred Tax Assets	13.1	0.0%	0.0%	0.0%	-	-	-	(8)
Goodwill	276.2	0.0%	0.0%	0.0%	-	-	-	(9)
Intangibles	74.3	0.0%	0.5%	1.0%	-	0.4	0.7	(9)
Other Assets	7.1	0.0%	0.0%	0.0%	-	-	-	(9)
Net Proceeds from Assets	**$ 709.5**	**25.7%**	**28.6%**	**31.5%**	**$ 182.6**	**$ 203.2**	**$ 223.8**	
Net SPV Equity Proceeds Available to Corporate					-	3.8	36.2	(10)
Net Proceeds Available for Distribution					**$ 182.6**	**$ 207.0**	**$ 260.0**	
Administrative Costs								
Chapter 7 Trustee Fees					$ 4.0	$ 4.6	$ 5.2	(11)
Wind-Down Budget					30.0	27.5	25.0	(12)
Professional Fees (Incl. U.S. Trustee Fees)					29.3	25.9	22.5	(13)
503(b)(9) Claims					7.0	6.5	6.0	(14)
Administrative Costs					**$ 70.3**	**$ 64.5**	**$ 58.8**	
Amount Available to Other Secured Claims					**$ 112.3**	**$ 142.4**	**$ 201.2**	
Other Secured Claims	$ -							(15)
Other Secured Claims $					$ -	$ -	$ -	
Other Secured Claims %					n/a	n/a	n/a	
Amount Available to Other Priority Claims					**$ 112.3**	**$ 142.4**	**$ 201.2**	
Other Priority Claims	$ -							(16)
Other Priority Claims $					$ -	$ -	$ -	
Other Priority Claims %					n/a	n/a	n/a	
Amount Available to DIP Loan					**$ 112.3**	**$ 142.4**	**$ 201.2**	
DIP Loan	$ 30.4							(17)
DIP Loan Recovery $					$ 30.4	$ 30.4	$ 30.4	
DIP Loan Recovery %					*100.0%*	*100.0%*	*100.0%*	
Amount Available to 1L Term Loan					**$ 81.8**	**$ 112.0**	**$ 170.8**	
1L Term Loan	$ 243.1							(18)
1L Term Recovery $					$ 81.8	$ 112.0	$ 170.8	
1L Term Recovery %					*33.7%*	*46.1%*	*70.2%*	
Amount Available to 1.5L Notes					**$ -**	**$ -**	**$ -**	
1.5L Notes	$ 715.8							(19)
1.5L Notes Recovery $					$ -	$ -	$ -	
1.5L Notes Recovery %					*0.0%*	*0.0%*	*0.0%*	
Amount Available to 2L Notes					**$ -**	**$ -**	**$ -**	
2L Notes	$ 333.3							(20)
2L Notes Recovery $					$ -	$ -	$ -	
2L Notes Recovery %					*0.0%*	*0.0%*	*0.0%*	
Amount Available to Unsecured Claims					**$ -**	**$ -**	**$ -**	
Unsecured Claims								
Accounts Payable and Accrued Liabilities	$ 53.6				$ -	$ -	$ -	(21)
Deferred Revenue	2.3				-	-	-	(21)
Lease Liability - Operating Leases	51.7				-	-	-	(21)
Total Claims	**$ 111.2**				**$ -**	**$ -**	**$ -**	
Unsecured Claims Recovery %					*0.0%*	*0.0%*	*0.0%*	
Equity					**$ -**	**$ -**	**$ -**	
Equity Interests Recovery %					*0.0%*	*0.0%*	*0.0%*	

Note: Assumes prepaid expenses and other assets, PP&E, investment in Katapult, right of use assets – operating leases and deferred tax asset balances as of 12/31/2023

Special Purpose Vehicle ("SPV") Net Equity Analysis

$s in Millions

	5/31/2024	Recovery % Low	Recovery % Mid	Recovery % High	Recovery $ Low	Recovery $ Mid	Recovery $ High	Note
Heights LL								
Restricted Cash	$ 3.3	100.0%	100.0%	100.0%	$ 3.3	$ 3.3	$ 3.3	(22)
Heights-LL Gross Loan Receivables	362.8	60.0%	70.0%	80.0%	217.7	254.0	290.3	(2)
Prepaid Expenses and Other	0.1	0.0%	2.5%	5.0%	-	0.0	0.0	(4)
Intangibles	0.0	0.0%	0.5%	1.0%	-	0.0	0.0	(9)
Deferred Tax Assets	-	0.0%	0.0%	0.0%	-	-	-	(8)
Net Proceeds from Heights LL Assets	**$ 366.2**				**$ 221.0**	**$ 257.3**	**$ 293.6**	
Income Taxes Payable	-				-	-	-	(3)
Proceeds Available to Debt Claims					**$ 221.0**	**$ 257.3**	**$ 293.6**	
Heights LL Debt	317.4				317.4	317.4	317.4	(23)
Proceeds Available to Unsecured Claims					**$ -**	**$ -**	**$ -**	
Accounts Payable and Accrued Liabilities	$ 0.1				0.1	0.1	0.1	(21)
Deferred Revenue	-				-	-	-	(21)
Unsecured Claims	**$ 0.1**				**$ 0.1**	**$ 0.1**	**$ 0.1**	
Heights LL Equity Proceeds Available to Corporate					**$ -**	**$ -**	**$ -**	(10)
Heights SL								
Restricted Cash	$ 12.1	100.0%	100.0%	100.0%	$ 12.1	$ 12.1	$ 12.1	(22)
Heights-SL Gross Loan Receivables	106.7	60.0%	70.0%	80.0%	64.0	74.7	85.4	(2)
Prepaid Expenses and Other	-	0.0%	2.5%	5.0%	-	-	-	(4)
Deferred Tax Assets	-	0.0%	0.0%	0.0%	-	-	-	(8)
Net Proceeds from Heights SL Assets	**$ 118.8**				**$ 76.1**	**$ 86.8**	**$ 97.5**	
Income Taxes Payable	-				-	-	-	(3)
Proceeds Available to Debt Claims					**$ 76.1**	**$ 86.8**	**$ 97.5**	
Heights SL Debt	123.3				123.3	123.3	123.3	(24)
Proceeds Available to Unsecured Claims					**$ -**	**$ -**	**$ -**	
Accounts Payable and Accrued Liabilities	$ -				-	-	-	(21)
Deferred Revenue	-				-	-	-	(21)
Unsecured Claims	**$ -**				**$ -**	**$ -**	**$ -**	
Heights SL Equity Proceeds Available to Corporate					**$ -**	**$ -**	**$ -**	(10)

Note: Assumes wholly owned bankruptcy-remote non-Debtor Affiliates' balances as of 12/31/2023 excluding, restricted cash, gross loan receivables, and credit facility debt outstanding

	5/31/2024	Recovery % Low	Recovery % Mid	Recovery % High	Recovery $ Low	Recovery $ Mid	Recovery $ High	Note
First Heritage								
Restricted Cash	$ 9.7	100.0%	100.0%	100.0%	$ 9.7	$ 9.7	$ 9.7	(22)
First Heritage Gross Loan Receivables	214.6	60.0%	70.0%	80.0%	128.7	150.2	171.7	(2)
Prepaid Expenses and Other	-	0.0%	2.5%	5.0%	-	-	-	(4)
Deferred Tax Assets	-	0.0%	0.0%	0.0%	-	-	-	(8)
Net Proceeds from First Heritage Assets	**$ 224.3**				**$ 138.5**	**$ 159.9**	**$ 181.4**	
Income Taxes Payable	-				-	-	-	(3)
Proceeds Available to Debt Claims					**$ 138.5**	**$ 159.9**	**$ 181.4**	
First Heritage Debt	156.1				156.1	156.1	156.1	(25)
Proceeds Available to Unsecured Claims					**$ -**	**$ 3.8**	**$ 25.2**	
Accounts Payable and Accrued Liabilities	$ -				-	-	-	(21)
Deferred Revenue	-				-	-	-	(21)
First Heritage Claims	**$ -**				**$ -**	**$ -**	**$ -**	
First Heritage Equity Proceeds Available to Corporate					**$ -**	**$ 3.8**	**$ 25.2**	(10)
CDL SPV I								
Restricted Cash	$ 11.8	100.0%	100.0%	100.0%	$ 11.8	$ 11.8	$ 11.8	(22)
CDL SPV I Gross Loan Receivables	210.8	50.0%	60.0%	70.0%	105.4	126.5	147.5	(2)
Prepaid Expenses and Other	0.0	0.0%	2.5%	5.0%	-	0.0	0.0	(4)
PP&E	0.0	10.0%	15.0%	20.0%	0.0	0.0	0.0	(5)
Deferred Tax Assets	0.1	0.0%	0.0%	0.0%	-	-	-	(8)
Net Proceeds from CDL SPV I Assets	**$ 222.7**				**$ 117.2**	**$ 138.2**	**$ 159.3**	
Income Taxes Payable	-				-	-	-	(3)
Proceeds Available to Debt Claims					**$ 117.2**	**$ 138.2**	**$ 159.3**	
CDL SPV I Debt	151.7				151.7	151.7	151.7	(27)
Proceeds Available to Unsecured Claims					**$ -**	**$ -**	**$ 7.6**	
Accounts Payable and Accrued Liabilities	$ 2.3				2.3	2.3	2.3	(21)
Deferred Revenue	0.0				0.0	0.0	0.0	(21)
CDL SPV I Claims	**$ 2.4**				**$ 2.4**	**$ 2.4**	**$ 2.4**	
CDL SPV I Proceeds Available to Corporate					**$ -**	**$ -**	**$ 5.2**	(10)
CDL SPV II								
Restricted Cash	$ 2.3	100.0%	100.0%	100.0%	$ 2.3	$ 2.3	$ 2.3	(22)
CDL SPV II Gross Loan Receivables	268.3	50.0%	60.0%	70.0%	134.1	161.0	187.8	(2)
Prepaid Expenses and Other	-	0.0%	2.5%	5.0%	-	-	-	(4)
Deferred Tax Assets	-	0.0%	0.0%	0.0%	-	-	-	(8)
Net Proceeds from CDL SPV II Assets	**$ 270.6**				**$ 136.4**	**$ 163.3**	**$ 190.1**	
Income Taxes Payable	-				-	-	-	(3)
Proceeds Available to Debt Claims					**$ 136.4**	**$ 163.3**	**$ 190.1**	
CDL SPV II Debt	183.7				183.7	183.7	183.7	(27)
Proceeds Available to Unsecured Claims					**$ -**	**$ -**	**$ 6.4**	
Accounts Payable and Accrued Liabilities	$ 0.7				0.7	0.7	0.7	(21)
Deferred Revenue	-				-	-	-	(21)
CDL SPV I Claims	**$ 0.7**				**$ 0.7**	**$ 0.7**	**$ 0.7**	
CDL SPV II Equity Proceeds Available to Corporate					**$ -**	**$ -**	**$ 5.7**	(10)
Net SPV Equity Proceeds Available to Corporate					**$ -**	**$ 3.8**	**$ 36.2**	(10)

Note: Assumes wholly owned bankruptcy-remote non-Debtor Affiliates' balances as of 12/31/2023 excluding, restricted cash, gross loan receivables and credit facility debt outstanding

The Liquidation Analysis is presented on a consolidated basis for all Debtors.

Assets

1) **Unrestricted Cash:** The amounts shown are the projected Cash balances available to the Debtors as of the Liquidation Date, based on projected Cash flows. Recovery rates for Cash are assumed to be 100%.

   – **Access to Cash:** The Liquidation Analysis assumes that the Debtors will have access to the Cash in their accounts upon conversion of the Chapter 11 Cases to chapter 7. Any impairment in the Trustee's ability to access Cash could adversely affect the Trustee's ability to run an orderly liquidation and further reduce recoveries.

2) **Gross Loan Receivables:** Gross loan receivables were analyzed by collateral and consumer credit scores, with the assumption that loan receivables that are unsecured with consumer borrowers with low credit scores will have a lower assumed collectability rate. Total recoveries range from 60% to 80% in the United States and 50% to 70% in Canada. Additional factors are as follows:

   – **Special Servicer:** The analysis assumes that the Trustee would retain a special servicer to assist in billing and collecting these gross loan receivables while the Trustee pursued a sale of the gross loan receivables. If the Trustee did not have sufficient access to Cash or for any other reason was not able to properly manage the special servicer those factors could negatively impact the recovery of these receivables.

3) **Income Tax Receivable:** The amounts shown are the projected income tax receivables, associated with the Flexiti sale, available to the Debtors as of the Liquidation Date. Recovery rates are assumed to range from 80% to 100%.

4) **Prepaid Expenses & Other Current Assets:** The Debtors have prepaid certain expenses, including insurance, rent, taxes, and miscellaneous expenses. In some cases, creditors may set off such prepayments against outstanding Claims. Any recovery from prepaid assets is assumed to be *de minimis* in a liquidation while Other Current Assets including CCFI are expected to have a higher recovery rate.

5) **Property & Equipment:** Fixed assets are composed of leasehold improvements (LHI), and furniture, fixtures & equipment (F&F). Fixed assets are reported net of depreciation, which is calculated on a straight-line basis over the useful life of the respective assets. Fixed assets are estimated to generate a recovery between 10% and 20% of net book value.

6) **Investment in Katapult:** The Debtors have an approximately 23% ownership (as of 9/30/23) in Katapult, a publicly traded company with a market cap of approximately $54 million. Due to the low liquidity and trading volume, it is assumed that the Trustee would have to sell the Debtors' equity interests in a block sale at a discount resulting in a recovery range of 70% to 80%. If the Trustee were able to sell this asset over a longer period of time, a higher value may be realized.

7) **Right of Use Assets – Operating Leases:** The Debtors have certain operating leases. The majority of such leases have an original term up to five years plus renewal options. Any recovery on account of such operating leases is assumed to be *de minimis* in a liquidation.

8) **Deferred Tax Assets:** The Debtors have deferred tax assets. Recovery rates are assumed to be 0%.

9) **Goodwill, Intangibles and Other Assets, Net:** Goodwill is not projected to generate any proceeds in a liquidation. Intangible assets include customer relationships, trade names and trademarks, and developed technology. Recovery rates for intangible assets are assumed to be 0% to 1%.

10) **Net SPV Equity Proceeds Available to Corporate Creditors:** The amounts shown are the projected net SPV equity proceeds available to distribute to the Debtors' creditors as of the Liquidation Date, assuming corporate creditors have an unsecured Claim on the equity of the SPV entities. Recovery rates are assumed to be 100%.

Claims

11) **Chapter 7 Trustee Fees:** Pursuant to Bankruptcy Code sections 326 and 330, the Bankruptcy Court may allow reasonable compensation for the Trustee's services, not to exceed 25% on the first $5,000 or less distributed to creditors, 10% on any distributable amount in excess of $5,000 but not in excess of $50,000, 5% on any amount in excess of $50,000 but not in excess of $1 million, and reasonable compensation not to exceed 3% of such moneys in excess of $1 million, upon all moneys disbursed or turned over by the Trustee to parties in interest. For purposes of this Liquidation Analysis, these fees are assumed to be 3% of liquidation proceeds realized, excluding Cash.

12) **Wind-Down Budget:** Costs to liquidate the Debtors' assets are expected to be incurred over the course of a three-month wind down period. These costs include employee compensation and other operating costs needed to help facilitate the Trustee in winding down operations. This Liquidation Analysis estimates between $25 million and $30 million for Wind Down Costs.

13) **Accrued Chapter 11 Professional and UST Fees:** The Debtors estimate that Professional Fees will be incurred consistent with the projections, including those fees subject to Bankruptcy Court approval. Any accrued and unpaid Professional Fees after conversion to chapter 7 would be paid subject to Bankruptcy Code Section 726(b). This Liquidation Analysis estimates between $23 million and $29 million for accrued chapter 11 Professional fees that are unpaid as of the Liquidation Date, as well as quarterly fees due to the United States Trustee.

14) **503(b)(9) Claims:** Estimated Claims under Bankruptcy Code section 503(b)(9) for goods and services received in the 20 days prior to the Petition Date that remain unpaid as of the Liquidation Date are estimated to be between $6 million and $7 million.

15) **Other Secured Claims:** Unimpaired and will receive 100% recovery.

16) **Other Priority Claims:** Unimpaired and will receive 100% recovery.

17) **DIP Term Loan:** The DIP Term Loan is assumed drawn on the initial draw of $25 million and the balance includes accrued payment-in-kind interest as well as backstop, closing, and exit fees. This analysis assumes that the conditions precedent for the second draw are not met. The DIP Term Loan is assumed to recover 100% in a liquidation.

18) **Prepetition 1L Term Loan Claims:** The Holders of Allowed Prepetition 1L Term Loan Claims are estimated to recover between 34% to 70% in a liquidation.

19) **Prepetition 1.5L Notes Claims:** Holders of Allowed Prepetition 1.5L Notes Claims are estimated to receive no recovery in a liquidation.

20) **Prepetition 2L Notes Claims:** Holders of Allowed Prepetition 2L Notes Claims are estimated to receive no recovery in a liquidation.

21) **General Unsecured Claims:** Allowed General Unsecured Claims in this analysis include unsecured Claims related to accounts payable, accrued expenses, postage deposits, and other long-term liabilities.[4] Although General Unsecured Claims also include contingent liabilities for potential litigation that arose pre-petition and for damages arising from the rejection of leases or contracts, no such amounts have been estimated for purposes of this Liquidation Analysis.

22) **Restricted Cash:** The amounts shown are the projected restricted Cash balances available to the SPVs of the Liquidation Date, based on projected Cash flows. Recovery rates for Cash are assumed to be 100%.

23) **Heights Financing I, LLC Debt:** Projected debt outstanding as of 5/31/2024.

24) **Heights Financing II, LLC Debt:** Projected debt outstanding as of 5/31/2024.

25) **First Heritage Financing I, LLC Debt:** Projected debt outstanding as of 5/31/2024.

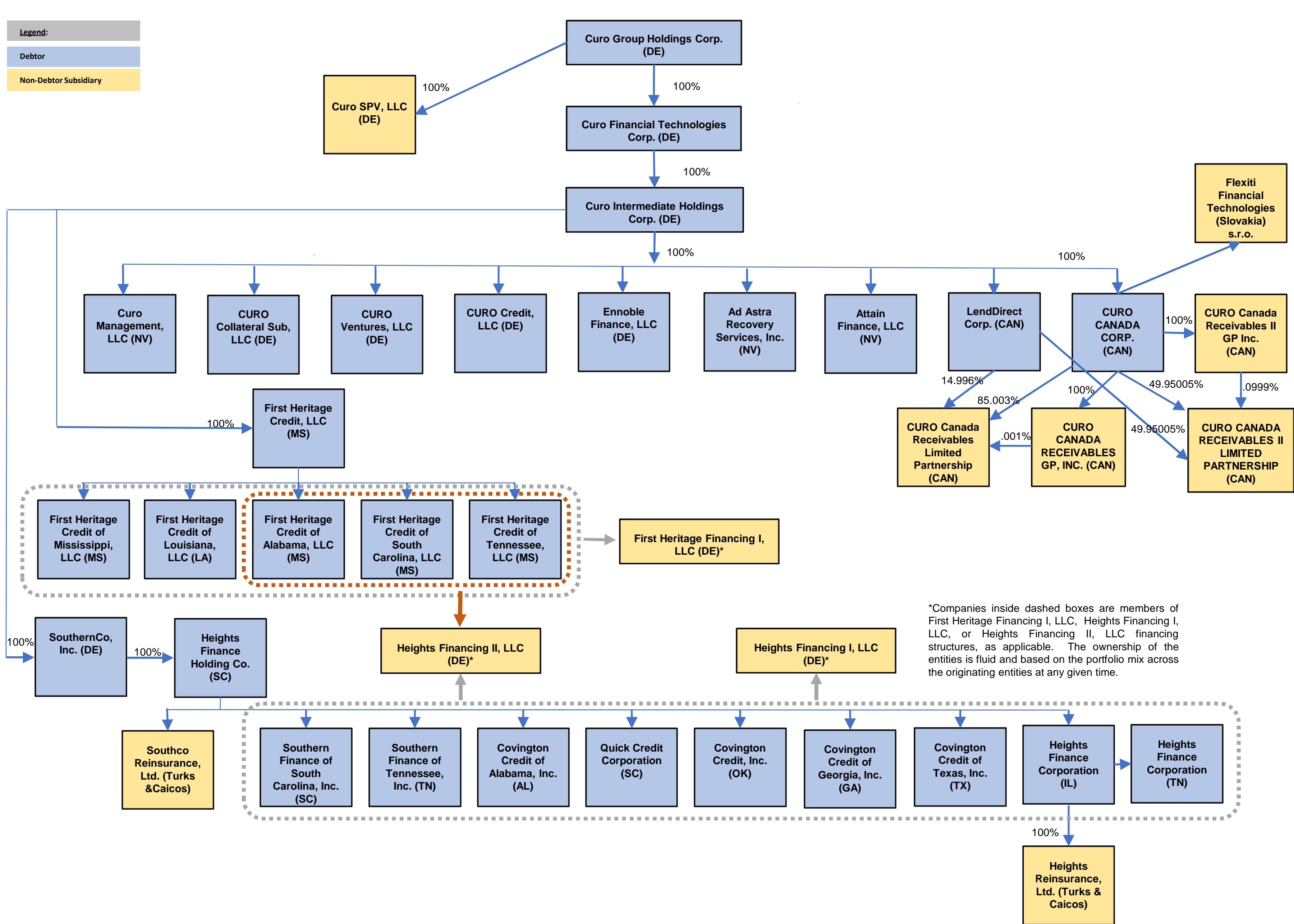
26) **CURO Canada Receivables Limited Partnership Debt:** Projected debt outstanding as of 5/31/2024.

27) **CURO Canada Receivables II Limited Partnership Debt:** Projected debt outstanding as of 5/31/2024.

[4] The unsecured guarantee claim held by certain backstop noteholders of CURO SPV LLC against CURO Group Holdings Corp. is not included in this calculation, because the underlying claim will receive recovery as a Prepetition 1L Term Loan Claim.

EXHIBIT F

Organizational Structure Chart


Legend:
Debtor
Non-Debtor Subsidiary
Curo Group Holdings Corp. (DE)
100%
Curo SPV, LLC (DE)
100%
Curo Financial Technologies Corp. (DE)
100%
Curo Intermediate Holdings Corp. (DE)
100%
100%
Flexiti Financial Technologies (Slovakia) s.r.o.
Curo Management, LLC (NV)
CURO Collateral Sub, LLC (DE)
CURO Ventures, LLC (DE)
CURO Credit, LLC (DE)
Ennoble Finance, LLC (DE)
Ad Astra Recovery Services, Inc. (NV)
Attain Finance, LLC (NV)
LendDirect Corp. (CAN)
CURO CANADA CORP. (CAN)
100%
CURO Canada Receivables II GP Inc. (CAN)
14.996%
85.003%
100%
49.95005%
.0999%
CURO Canada Receivables Limited Partnership (CAN)
.001%
CURO CANADA RECEIVABLES GP, INC. (CAN)
49.95005%
CURO CANADA RECEIVABLES II LIMITED PARTNERSHIP (CAN)
100%
First Heritage Credit, LLC (MS)
First Heritage Credit of Mississippi, LLC (MS)
First Heritage Credit of Louisiana, LLC (LA)
First Heritage Credit of Alabama, LLC (MS)
First Heritage Credit of South Carolina, LLC (MS)
First Heritage Credit of Tennessee, LLC (MS)
First Heritage Financing I, LLC (DE)*
*Companies inside dashed boxes are members of First Heritage Financing I, LLC, Heights Financing I, LLC, or Heights Financing II, LLC financing structures, as applicable. The ownership of the entities is fluid and based on the portfolio mix across the originating entities at any given time.
100%
SouthernCo, Inc. (DE)
100%
Heights Finance Holding Co. (SC)
Heights Financing II, LLC (DE)*
Heights Financing I, LLC (DE)*
Southco Reinsurance, Ltd. (Turks &Caicos)
Southern Finance of South Carolina, Inc. (SC)
Southern Finance of Tennessee, Inc. (TN)
Covington Credit of Alabama, Inc. (AL)
Quick Credit Corporation (SC)
Covington Credit, Inc. (OK)
Covington Credit of Georgia, Inc. (GA)
Covington Credit of Texas, Inc. (TX)
Heights Finance Corporation (IL)
Heights Finance Corporation (TN)
100%
Heights Reinsurance, Ltd. (Turks & Caicos)

This is Exhibit "C" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Joint Administration Requested)

**JOINT PREPACKAGED PLAN OF REORGANIZATION OF
CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)**

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

AKIN GUMP STRAUSS HAUER & FELD LLP

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Proposed Counsel to the Debtors

Dated May 10, 2024

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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INTRODUCTION

The Debtors propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*1125(e) Covered Parties*" means, each of, and, in each case, in its capacity as such (a) the Exculpated Parties; (b) the directors and officers of any of the Debtors; (c) the Reorganized Debtors; (d) Agents/Trustees; (e) each DIP Backstop Commitment Party and each DIP Lender; (f) Securitization Facilities Parties; (g) each Consenting Stakeholder; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such.

2. "*Ad Hoc Group*" means that certain ad hoc group of Prepetition 1L Lenders, Prepetition 1.5L Noteholders, and Prepetition 2L Noteholders represented by the Ad Hoc Group Advisors.

3. "*Ad Hoc Group Advisors*" means (i) Wachtell, Lipton, Rosen & Katz, as counsel, (ii) Houlihan Lokey Capital, Inc., as financial advisor, (iii) Vinson & Elkins LLP, as local counsel, and (iv) Ernst & Young LLP, as consultant.

4. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Estates under Bankruptcy Code sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date until and including the Effective Date; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the DIP Orders); and (e) the Restructuring Expenses.

5. "*Affiliate*" has the meaning set forth in Bankruptcy Code section 101(2).

6. "*Agents/Trustees*" means, collectively, the DIP Agent, the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee, including any successors thereto.

7. "*Allowed*" means, as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law; *provided*, *however* that the Reorganized Debtors shall retain

all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

8. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

9. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

10. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

11. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

12. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario.

13. "*Canadian Debtors*" means Curo Canada Corp. and LendDirect Corp.

14. "*Canadian Recognition Proceeding*" means the proceedings commenced under Part IV of the *Companies' Creditors Arrangement Act* (Canada) in the Canadian Court recognizing in Canada the Chapter 11 Cases of the Canadian Debtors.

15. "*Canadian Recognition Order*" means the order of the Canadian Court, which shall, among other things, recognize and declare the Chapter 11 Cases of the Canadian Debtors as foreign main proceedings.

16. "*Cash*" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

17. "*Cash Collateral*" has the meaning set forth in Bankruptcy Code section 363(a).

18. "*Cause of Action*" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to Bankruptcy Code section 362 or chapter 5, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in Bankruptcy Code section 558, and (e) any state law fraudulent transfer claim.

19. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

20. "*Claim*" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

21. "*Claims and Noticing Agent*" means Epiq Corporate Restructuring, LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

22. "*Claims Register*" means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

23. "*Class*" means a class of Claims or Interests as set forth in Article III hereof pursuant to Bankruptcy Code section 1122(a).

24. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

25. "*Combined Hearing*" means the hearing conducted by the Bankruptcy Court to consider final approval of the Disclosure Statement and confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

26. "*Combined Order*" means the order or orders of the Bankruptcy Court approving the Disclosure Statement on a final basis and confirming this Plan pursuant to Bankruptcy Code section 1129, which order or orders shall be in form and substance consistent with the consent rights set forth in the RSA.

27. "*Company Parties*" means CURO and each of its direct and indirect subsidiaries that are or become parties to the RSA, solely in their capacity as such.

28. "*Confirmation*" means the Bankruptcy Court's entry of the Combined Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A hereof having been (a) satisfied or (b) waived pursuant to Article IX.C hereof.

29. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Combined Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

30. "*Consenting 1L Lenders*" means the Holders of the Prepetition 1L Term Loan Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

31. "*Consenting 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

32. "*Consenting 2L Noteholders*" means the Holders of the Prepetition 2L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

33. "*Consenting Stakeholders*" means, collectively, the Consenting 1L Lenders, Consenting 1.5L Noteholders, and Consenting 2L Noteholders.

34. "*Consummation*" means the occurrence of the Effective Date.

35. "*Credit Agreement*" means that certain First Lien Credit Agreement, dated as of May 15, 2023 (as may be amended, supplemented, amended and restated, or otherwise modified from time to time), by and among CURO, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and the Prepetition 1L Agent.

36. "*Cure*" means a monetary Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code section 365, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

37. "*CURO*" means CURO Group Holdings Corp., a Delaware corporation.

38. "*CURO SPV*" means CURO SPV, LLC, a Delaware limited liability company and a non-Debtor subsidiary of CURO.

39. "*CURO SPV Term Loan Claims*" means any and all Claims derived from, arising under, based upon or related to the CURO SPV Term Loans.

40. "*CURO SPV Term Loans*" means the term loans made pursuant to the Prepetition 1L Term Loan Facility held by CURO SPV.

41. "*CVR Agent*" means the agent to be specified in and to be party to the CVR Agreement.

42. "*CVR Agreement*" means an agreement setting forth the full terms and conditions of the CVRs, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

43. "*CVR Distribution Framework*" means the procedures set forth in Article IV.L of the Plan (and as may be supplemented in the Plan Supplement) to be utilized by the Reorganized Debtors to distribute the CVRs pursuant to the Plan in a manner to ensure compliance with the Exchange Act, solely to the extent that the Exchange Act is applicable.

44. "*CVR Distribution Conditions*" means the conditions set forth in the CVR Distribution Framework that are required to be satisfied by an individual recipient prior to such recipient becoming eligible to receive CVRs.

45. "*CVR and Warrant Term Sheet*" means the CVR and Warrant Term Sheet attached as Exhibit E to the RSA.

46. "*CVRs*" means certain contingent value rights issued pursuant to the Plan and the CVR Agreement and consistent with the CVR and Warrant Term Sheet.

47. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers, and officers of the Debtors and for certain of the future directors, managers and officers of the Company Parties for a six-year period after the Effective Date for covered liabilities, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring before the Effective Date) for directors', managers' and officers' liability maintained by the Debtors on or before the Effective Date.

48. "*Debtor Release*" means the release set forth in Article VIII.C of this Plan.

49. "*Debtors*" means, collectively, each of the following: CURO Group Holdings Corp.; Curo Financial Technologies Corp.; Curo Intermediate Holdings Corp.; Curo Management, LLC; Curo Collateral Sub, LLC; CURO Ventures, LLC; CURO Credit, LLC; Ennoble Finance, LLC; Ad Astra Recovery Services, Inc.; Attain Finance, LLC; First Heritage Credit, LLC; First Heritage Credit of Alabama, LLC; First Heritage Credit of Louisiana, LLC; First Heritage Credit of Mississippi, LLC; First Heritage Credit of South Carolina, LLC; First Heritage Credit of Tennessee, LLC; SouthernCo, Inc.; Heights Finance Holding Co.; Southern Finance of South Carolina, Inc.; Southern Finance of Tennessee, Inc.; Covington Credit of Alabama, Inc.; Quick Credit Corporation; Covington Credit, Inc.; Covington Credit of Georgia, Inc.; Covington Credit of Texas; Heights Finance Corporation (IL); Heights Finance Corporation (TN); LendDirect Corp.; and CURO Canada Corp. upon their filing of voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

50. "*Definitive Documents*" means, collectively, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the Governance Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Facility Documents; (f) the Exit Facility Documents; (g) the Plan (and all exhibits thereto); (h) the Combined Order; (i) the Canadian Recognition Order; (j) all material pleadings filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) all regulatory filings and notices necessary to implement the Restructuring Transactions; (m) the CVR Agreement and documents related thereto; (n) the Securitization Facilities Amendments; (o) the RSA; (p) the New Warrant Agreement and documents related thereto; (q) the Private Placement Notes Amendment; and (r) such other material agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the RSA or the Plan.

51. "*Description of Transaction Steps*" means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement.

52. "*DIP Agent*" means Alter Domus (US) LLC in its capacity as administrative agent and collateral agent under the DIP Facility.

53. "*DIP Backstop Commitment Party*" means a member of the Ad Hoc Group that has agreed to backstop the DIP Facility on the terms and conditions set forth in the RSA.

54. "*DIP Backstop Commitments*" has the meaning set forth in the RSA.

55. "*DIP Backstop Commitment Fee*" means a backstop fee equal to 5.0% of the full principal commitment of the DIP Facility payable in New Equity Interests at a 25% discount of the Plan Equity Value, and payable ratably to each DIP Backstop Commitment Party.

56. "*DIP Commitment Shares*" means the New Equity Interests issued to the DIP Backstop Commitment Parties and DIP Lenders on account of the DIP Backstop Commitment Fee and/or the DIP Exit Fee.

57. "*DIP Facility*" means a priming secured and superpriority debtor-in-possession credit facility to be provided by the DIP Lenders on terms consistent with the DIP Term Sheet and consisting of commitments to provide up to $70,000,000 in new money DIP Term Loans.

58. "*DIP Claim*" means any Claim held by the DIP Lenders or the DIP Agent arising under, derived from, secured by, based on, or relating to the DIP Facility, the DIP Orders, the DIP Facility Documents, or any other agreement, instrument, or document executed at any time in connection with the DIP Facility and any guaranty thereof, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees due under the DIP Facility Documents. All DIP Claims shall be deemed Allowed to the extent provided for in the DIP Orders.

59. "*DIP Exit Fee*" means an exit fee equal to 10.0% of the full principal commitment of the DIP Facility, payable as follows: (a) 5.0% paid in kind as additional Exit Term Loans and (b) 5.0% payable in New Equity Interests at a 25% discount of the Plan Equity Value, payable ratably to each DIP Lender based on such DIP Lender's DIP Claims immediately prior to satisfaction in full thereof.

60. "*DIP Equity Fee*s" means the DIP Backstop Commitment Fee and the portion of the DIP Exit Fee payable in New Equity Interests.

61. "*DIP Facility Documents*" means any documents governing the DIP Facility that are entered into in accordance with DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

62. "*DIP Lenders*" means the lenders providing the DIP Term Loans.

63. "*DIP Orders*" means, collectively, the Interim DIP Order and the Final DIP Order and any other Bankruptcy Court order approving entry into the DIP Facility Documents.

64. "*DIP Term Loans*" means the new money loans extended by the DIP Lenders pursuant to the DIP Facility.

65. "*DIP Term Sheet*" means the DIP Facility term sheet attached as Exhibit C to the RSA.

66. "*Disbursing Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select, in consultation with the Ad Hoc Group, to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and the Agents/Trustees.

67. "*Disclosure Statement*" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, in each case as amended, supplemented, or otherwise modified from time to time in accordance with the terms of the RSA, and that is prepared and distributed in accordance with Bankruptcy Code sections 1125, 1126(b), and 1145, Bankruptcy Rule 3018, and other applicable law.

68. "*Disputed*" means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

69. "*DTC*" means The Depository Trust Company.

70. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Combined Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

71. "*Employment Obligations*" means any existing obligations to employees to be assumed, reinstated, or honored, as applicable, in accordance with Article IV.O of the Plan.

72. "*Entity*" means any entity, as defined in Bankruptcy Code section 101(15).

73. "*Equity Security*" means any equity security, as defined in Bankruptcy Code section 101(16), in a Debtor.

74. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to Bankruptcy Code section 541.

75. "*Exchange Act*" means the Securities Exchange Act of 1934, as amended, 15 U.S.C. § 78a, et seq., or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

76. "*Exculpated Parties*" means, collectively, the Debtors.

77. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption, and assignment, or rejection under Bankruptcy Code sections 365 or 1123, including any modification, amendments, addenda, or supplements thereto or restatements thereof.

78. "*Existing CURO Interests*" means the Interests in CURO immediately prior to the consummation of the transactions contemplated in this Plan.

79. "*Exit Facility*" means the term loan facility comprised of the Exit Term Loans to be incurred by the Reorganized Debtors and applicable guarantors on the Effective Date pursuant to the Exit Facility Credit Agreement.

80. "*Exit Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit Facility Credit Agreement.

81. "*Exit Facility Credit Agreement*" means the credit agreement with respect to the Exit Facility, as may be amended, supplemented, or otherwise modified from to time.

82. "*Exit Facility Documents*" means, collectively, the Exit Facility Credit Agreement and any other agreements or documents memorializing the Exit Facility, as may be amended, restated, supplemented, or otherwise modified from time to time.

83. "*Exit Term Loans*" means the term loans provided under the Exit Facility on the terms and conditions set forth in the Exit Facility Credit Agreement, which shall include the First Out Exit Term Loans and the Second Out Exit Term Loans.

84. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

85. "*File*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

86. "*Final DIP Order*" means one or more Final Orders approving the DIP Facility and the DIP Facility Documents, and authorizing the Debtors' use of Cash Collateral.

87. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, leave to appeal, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, leave to appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or leave to appeal or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or Bankruptcy Code sections 502(j) or 1144 has been or may be filed with respect to such order or judgment.

88. "*Final Securitization Order*" means one or more Final Orders approving the Securitization Facilities and the Securitization Facilities Amendments.

89. "*First Out Exit Term Loans*" means the first priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement.

90. "*General Unsecured Claim*" means any Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a DIP Claim, (d) an Other Secured Claim, (e) an Other Priority Claim, (f) a Prepetition 1L Term Loan Claim, (g) a Prepetition 1.5L Notes Claim, (h) a Prepetition 2L Notes Claim, (i) an Intercompany Claim, (j) a Section 510(b) Claim, (k) a Securitization Facilities Claim, or (l) a Postpetition Securitization Facilities Claim. For the avoidance of doubt, the Private Placement Notes Guarantee Claims shall be General Unsecured Claims.

91. "*Governance Documents*" means, as applicable, the organizational and governance documents for the Reorganized Debtors, which will give effect to the Restructuring Transactions, including, without limitation, New Stockholders' Agreement, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements, shareholder agreements (or equivalent governing documents), and the identities of proposed members of the board of directors of Reorganized CURO which documents shall be consistent with the Governance Term Sheet.

92. "*Governance Term Sheet*" means the governance term sheet attached as Exhibit F to the RSA.

93. "*Governing Body*" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

94. "*Governmental Unit*" means any governmental unit, as defined in Bankruptcy Code section 101(27).

95. "*Holder*" means an Entity or a Person that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

96. "*Impaired*" means "impaired" within the meaning of Bankruptcy Code section 1124.

97. "*Indemnification Obligation*" means each of the Debtors' indemnification provisions currently in place, whether in the Debtors' bylaws, certificates of incorporation or other formation or governing documents, board resolutions, management or indemnification agreements, employment or service contracts, or otherwise for the benefit of the current, former, or future directors of the Debtors or the Reorganized Debtors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

98. "*Indemnified Parties*" means, each of the Debtors' respective current or former directors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

99. "*Information Officer*" means FTI Consulting Canada Inc. in its capacity as the Canadian Court appointed information officer in the Canadian Recognition Proceeding.

100. "*Intercompany Claim*" means any Claim against a Debtor or a non-Debtor subsidiary of CURO held by a Debtor or a non-Debtor subsidiary of CURO. For the avoidance of doubt, the CURO SPV Term Loan Claims shall not be Intercompany Claims.

101. "*Intercompany Interest*" means an Interest in a Debtor or non-Debtor subsidiary of CURO held by a Debtor.

102. "*Interest*" means, collectively, (a) any Equity Security and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable, or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

103. "*Interim DIP Order*" means one or more orders entered on an interim basis approving the DIP Facility and the DIP Facility Documents and authorizing the Debtors' use of Cash Collateral.

104. "*Interim Securitization Order*" means one or more orders entered on an interim basis approving the Securitization Facilities and the Securitization Facilities Amendments.

105. "*Joinder Agreement*" has the meaning set forth in the RSA.

106. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

107. "*Lien*" means a lien as defined in Bankruptcy Code section 101(37).

108. "*List of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, which shall be included in the Plan Supplement.

109. "*Management Incentive Plan*" means a management incentive plan reserving up to 10.00% of New Equity Interests on a fully-diluted basis as of the Effective Date.

110. "*New Board*" means the board of directors or similar governing body of Reorganized CURO which shall be selected in accordance with the Governance Term Sheet.

111. "*New Equity Interests*" means equity or membership interests in Reorganized CURO on and after the Effective Date in accordance with the Plan.

112. "*New Stockholders' Agreement*" means that certain stockholders' agreement that will govern certain matters related to the governance of the Reorganized Debtors and which shall be consistent with the Governance Term Sheet; *provided, however*, that to the extent the Reorganized CURO is converted to a limited liability company upon emergence, the references to the New Stockholders' Agreement throughout the Plan shall instead refer to a new LLC operating agreement.

113. "*New Warrant Agreement*" means an agreement setting forth the full terms and conditions of the Warrants, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

114. "*New Warrants*" means warrants to acquire 15% of the New Equity Interests, subject to dilution by the Management Incentive Plan, and otherwise consistent with the CVR and Warrant Term Sheet and the RSA.

115. "*NYSE*" means the New York Stock Exchange.

116. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

117. "*Other Secured Claim*" means any Secured Claim against the Debtors other than the DIP Claims, Priority Tax Claims, Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, the Securitization Facilities Claims or the Postpetition Securitization Facilities Claims.

118. "*Person*" has the meaning set forth in Bankruptcy Code section 101(41).

119. "*Petition Date*" means the date on which the Debtors commenced the Chapter 11 Cases.

120. "*Plan*" means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits, supplements, appendices, and schedules hereto and thereto.

121. "*Plan Distribution*" means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

122. "*Plan Equity Value*" means the deemed per share value of the New Equity Interests.

123. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, instruments schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors before the Combined Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the principal Governance Documents; (b) the identity of the members of the New Board; (c) the Exit Facility Documents; (d) the Description of Transaction Steps (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date, subject to the consent of the Required Consenting Stakeholders); (e) the Rejected Executory Contract and Unexpired Lease List, if any; (f) the List of Retained Causes of Action; (g) the CVR Agreement; and (h) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

124. "*Postpetition Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising after the Petition Date and prior to the Effective Date. All Postpetition Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

125. "*Prepetition 1L Agent*" means Alter Domus (US) LLC, or any successor thereto, in its capacity as administrative agent and collateral agent under the Credit Agreement.

126. "*Prepetition 1L Lenders*" means the lenders under the Prepetition 1L Term Loan Facility.

127. "*Prepetition 1L Term Loan Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Credit Agreement, the "Loan Documents" referred to therein, and/or the Prepetition 1L Term Loan Facility. For the avoidance of doubt, the CURO SPV Term Loan Claims shall be Prepetition 1L Term Loan Claims.

128. "*Prepetition 1L Term Loan Facility*" means the term loan under the Credit Agreement in an aggregate principal amount outstanding as of immediately prior to the Petition Date of approximately $177,667,450.47.

129. "*Prepetition 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes.

130. "*Prepetition 1.5L Notes*" means the 7.500% Senior 1.5 Lien Secured Notes due 2028 issued by CURO pursuant to the Prepetition 1.5L Notes Indenture.

131. "*Prepetition 1.5L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 1.5L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 1.5L Notes.

132. "*Prepetition 1.5L Notes Indenture*" means that certain Indenture, dated as of May 15, 2023, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 1.5L Notes Trustee, including all amendments, modifications, and supplements thereto.

133. "*Prepetition 1.5L Notes Trustee*" means U.S. Bank Trust Company, National Association, or any successor thereto, as trustee and collateral agent under the Prepetition 1.5L Notes Indenture.

134. "*Prepetition 2L Noteholders*" means the Holders of the Prepetition 2L Notes.

135. "*Prepetition 2L Notes*" means the 7.500% Senior Secured Notes due 2028 issued by CURO pursuant to the Prepetition 2L Notes Indenture.

136. "*Prepetition 2L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 2L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 2L Notes.

137. "*Prepetition 2L Notes Distribution*" means (i) New Equity Interests equal to 10.1% of the outstanding New Equity Interests as of and after giving effect to the Effective Date, subject to dilution by the New Warrants and the Management Incentive Plan, and (ii) the New Warrants.

138. "*Prepetition 2L Notes Indenture*" means that certain Indenture, dated as of July 30, 2021, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 2L Notes Trustee, including all amendments, modifications, and supplements thereto.

139. "*Prepetition 2L Notes Trustee*" means Argent Institutional Trust Company (f/k/a TMI Trust Company), or any successor thereto, as trustee and collateral agent under the Prepetition 2L Notes Indenture.

140. "*Private Placement Notes*" means the private placement notes issued by CURO SPV, secured by a Lien on the CURO SPV Term Loans and guaranteed by CURO.

141. "*Private Placement Notes Amendment*" means an amendment to the Private Placement Notes, which amendment shall waive any defaults and events of default arising under the Private Placement Notes, make appropriate modifications to the terms of the Private Placement Notes to account for the making of the Second Out Exit Term Loans in satisfaction of the Prepetition 1L Term Loan Claims and otherwise on terms satisfactory to CURO and the Ad Hoc Group.

142. "*Private Placement Notes Guarantee Claims*" means any and all Claims derived from, arising under, based upon, or related to CURO's guarantee of the Private Placement Notes.

143. *"Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

144. "*Pro Rata*" means, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

145. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Bankruptcy Court order in accordance with Bankruptcy Code sections 327, 363, or 1103 and to be compensated for services rendered prior to or on the Effective Date, pursuant to Bankruptcy Code sections 327, 328, 329, 330, 331, and 363; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

146. "*Professional Fee Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses of Professionals estimate they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

147. "*Professional Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under Bankruptcy Code sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5).

148. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

149. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

150. "*Reinstate*" means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with Bankruptcy Code section 1124. "Reinstated" and "Reinstatement" shall have correlative meanings.

151. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list, as may be amended from time to time, with the consent of the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, shall be included in the Plan Supplement.

152. "*Related Party*" means with respect to a Person, each of such Person's, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or

professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

153. "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Consenting Stakeholder; (d) each Agent/Trustee; (e) each DIP Backstop Commitment Party and each DIP Lender; (f) the Information Officer; (g) the Securitization Facilities Parties; (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

154. "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each Company Party; (d) each DIP Backstop Commitment Party and each DIP Lender; (e) each Agent/Trustee; (f) the Securitization Facilities Parties; (g) each Consenting Stakeholder; (h) all Holders of Claims or Interests that vote to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (i) all Holders of Claims that are deemed to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (k) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (l) with respect to each of the Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

155. "*Reorganized CURO*" means either (i) CURO, as reorganized pursuant to and under the Plan or any successor thereto (or as converted from a corporation to another form of entity, as agreed upon between the Debtors and the Ad Hoc Group), or (ii) a newly-formed Entity formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Company Parties and, on the Effective Date, issue the New Equity Interests (and in each case including any other newly-formed Entity formed to, among other things, effectuate the Restructuring Transactions and issue the New Equity Interests); *provided*, that such determination shall be consistent with the consent rights contained in Section 3.02 of the RSA.

156. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date.

157. "*Required Consenting 1.5L Noteholders*" means, as of the relevant date, Consenting 1.5L Noteholders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1.5L Notes that are held by Consenting 1.5L Noteholders as of the Effective Date.

158. "*Required Consenting First Lien Lenders*" means, as of the relevant date, Consenting 1L Lenders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1L Term Loan Claims that are held by Consenting 1L Lenders as of the Effective Date.

159. "*Required Consenting Stakeholders*" means the Required Consenting First Lien Lenders and the Required Consenting 1.5L Noteholders.

160. "*Restructuring Expenses*" means the reasonable and documented fees and expenses of (i) the Ad Hoc Group Advisors accrued since the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors, and (ii) the advisors to the Securitization Facilities Parties.

161. "*Restructuring Transactions*" means the transactions described in Article IV.B of the Plan.

162. "*RSA*" means that certain Restructuring Support Agreement, entered into as of March 22, 2024, by and among the Debtors and the other parties thereto, including all exhibits thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms, attached to the Disclosure Statement as Exhibit B.

163. "*SEC*" means the United States Securities and Exchange Commission.

164. "*Second Out Exit Term Loans*" means second priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement in an aggregate principal amount equal to the Allowed amount of the Prepetition 1L Term Loan Claims (including the "Prepayment Premium" contemplated by the Prepetition 1L Term Loan Facility and interest accrued after the Petition Date, but excluding the Restructuring Expenses) on the Effective Date.

165. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security made to the Debtors prior to the Petition Date; (c) for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a Claim; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under Bankruptcy Code section 510(b) arising from or related to an Interest; and (d) any other claim determined to be subordinated under Bankruptcy Code section 510(b).

166. "*Secured Claim*" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with Bankruptcy Code section 506(a) or (b) subject to a valid right of setoff pursuant to Bankruptcy Code section 553.

167. "*Securities Act*" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

168. "*Securitization Facilities*" means existing loan receivables securitization programs of the Debtors' non-Debtor Affiliates (i) First Heritage Financing I, LLC, a Delaware limited liability company, (ii) Heights Financing I, LLC, a Delaware limited liability company, (iii) Heights Financing II, LLC, a Delaware limited liability company, (iv) Curo Canada Receivables Limited Partnership, an Ontario limited partnership, or (v) Curo Canada Receivables II Limited Partnership, an Ontario limited partnership.

169. "*Securitization Facilities Agents*" means, collectively, (i) Atlas Securitized Products Holdings, L.P., as successor to Credit Suisse AG, New York Branch, as structuring and syndication agent and administrative agent under the Heights I Credit Agreement and First Heritage Credit Agreement (each as defined in the Securitization Orders), (ii) Midtown Madison Management, LLC, as structuring and syndication agent and administrative agent under the Heights II Credit Agreement and Canada II Credit Agreement (each as defined in the Securitization Orders), and (iii) Waterfall Asset Management, LLC, as administrative agent under the Canada I Credit Agreement (as defined in the Securitization Orders).

170. "*Securitization Facilities Amendments*" means all amendments, restatements, supplements, instruments and agreements related to the Securitization Facilities Documents entered into to permit the Securitization Facilities to continue during the Chapter 11 Cases and following the Effective Date.

171. "*Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising prior to the Petition Date. All Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

172. "*Securitization Facilities Documents*" means any documents governing the Securitization Facilities and any amendments, modifications, and supplements thereto entered into prior to the date hereof, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments,

restatements, supplements, or modifications of any of the foregoing entered into prior to the date hereof) related to or executed in connection therewith, other than the Securitization Facilities Amendments.

173. "*Securitization Facilities Lenders*" means, collectively, (i) Atlas Securitized Products Funding 1, L.P., (ii) ACM AIF Evergreen P2 DAC SubCo LP, (iii) Atalaya A4 Pool 1 LP, (iv) Atalaya A4 Pool 1 (Cayman) LP, (v) ACM Alamosa I LP, (vi) ACM Alamosa I-A LP, (vii) ACM A4 P2 DAC SubCo LP, (viii) ACM AIF Evergreen P3 DAC SubCo LP, (ix) Atalaya Asset Income Fund Parallel 345 LP, (x) ACM AIF Evergreen P2 DAC SubCo LP, (xi) ACM AIF Co-Investment DAC SubCo LP, (xii) ACM A4 P2 DAC SubCo LP, (xiii) AIF Evergreen P3 DAC SubCo LP, (xiv) ACM Alamosa I LP, (xv) ACM A4 P3 DAC SubCo LP, (xvi) WF MARLIE 2018-1, LTD, and (xvii) Atalaya Hybrid Income Fund Evergreen Pool 1 LP, each in their capacity as a lender under one or more of the Securitization Facilities.

174. "*Securitization Facilities Parties*" means, collectively, the Securitization Facilities Agents and the Securitization Facilities Lenders.

175. "*Securitization Orders*" means, collectively, the Interim Securitization Order and the Final Securitization Order and any other Bankruptcy Court order approving the Debtors' continued utilization of the Securitization Facilities.

176. "*Security*" means any security, as defined in section 2(a)(1) of the Securities Act.

177. "*Third-Party Release*" means the release set forth in Article VIII.D of this Plan.

178. "*Transfer Agreement*" has the meaning set forth in the RSA.

179. "*Trustee Fees*" means outstanding reasonable and documented fees and expenses of the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee.

180. "*Unexpired Lease*" means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under Bankruptcy Code section 365.

181. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code section 1124.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (2) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the Plan or Combined Order, as applicable; (4) any reference to an Entity as a Holder of a Claim or Interest includes that Entity's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (8) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document created or entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (9) unless otherwise specified, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words

"without limitation"; (10) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (11) unless otherwise specified herein, the rules of construction set forth in Bankruptcy Code section 102 shall apply; (12) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (13) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (14) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (15) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (16) unless otherwise specified, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

C. Computation of Time.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or the Reorganized Debtors, as applicable.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

F. Reference to the Debtors or the Reorganized Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors or the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Combined Order). In the event of an inconsistency between the Combined Order and the Plan, the Combined Order shall control.

H. Consent Rights.

Notwithstanding anything herein to the contrary, any and all consent rights of the parties to the RSA set forth in the RSA and the Securitization Facilities Amendments, to the extent applicable, with respect to the form and

substance of this Plan, any Definitive Document, the exhibits to the Plan, and the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and be fully enforceable as if stated in full herein until such time as the RSA or the applicable Securitization Facilities Amendment, as applicable, is terminated in accordance with its terms. Failure to reference in this Plan the rights referred to in the immediately preceding sentence as such rights relate to any document referenced in the RSA or the Securitization Facilities Amendments, if applicable, shall not impair such rights and obligations. In case of a conflict between the consent rights of the parties to the RSA that are set forth in the RSA or the parties to the Securitization Facilities Amendments, if applicable, with those parties' consent rights that are set forth in the Plan or the Plan Supplement, the consent rights in the RSA or the Securitization Facilities Amendments, if applicable, shall control.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with Bankruptcy Code section 1123(a)(1), Administrative Claims (including Professional Fee Claims), DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors (with the consent of the Required Consenting Stakeholders, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as applicable; or (5) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

B. *DIP Claims*.

On the Effective Date, in full and final satisfaction of the Allowed DIP Claims, (i) the principal amount of and accrued but unpaid interest on the DIP Term Loans shall be on a dollar-for-dollar basis automatically converted into First Out Exit Term Loans, (ii) each Holder of DIP Claims shall receive its Pro Rata portion of the DIP Exit Fee, and (iii) each DIP Backstop Commitment Party shall receive its Pro Rata portion of the DIP Backstop Commitment Fee.

C. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account,

which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date.

Notwithstanding anything to the contrary set forth herein, professional fees and expenses of professionals incurred in connection with the Canadian Recognition Proceeding shall in all cases continue to be paid in accordance with the terms of the orders of the Canadian Court.

2. Professional Fee Escrow Account.

On the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount, which shall be funded by the Reorganized Debtors. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors no later than three (3) Business Days before the Effective Date; *provided*, *however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professional's final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors or Reorganized Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331, 363, and 1103 in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C).

E. Payment of Restructuring Expenses.

The Restructuring Expenses and Trustee Fees incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA and the Securitization Orders, as applicable, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Restructuring Expenses and Trustee Fees to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least

three (3) Business Days before the anticipated Effective Date; *provided, however,* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses or Trustee Fees. On the Effective Date, invoices for all Restructuring Expenses and Trustee Fees incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses and Trustee Fees related to implementation, consummation, and defense of the Plan, whether incurred before, on, or after the Effective Date.

F. Postpetition Securitization Facilities Claims.

All Postpetition Securitization Facilities Claims shall be at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either (i) Reinstated as of the Effective Date, in accordance with the terms of the Securitization Facilities Amendments, or (ii) paid in full in Cash on the Effective Date.

ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with Bankruptcy Code sections 1122 and 1123(a)(1). A Claim or an Interest, or any portion thereof, is classified in a particular Class only to the extent that any portion of such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of such Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3	Prepetition 1L Term Loan Claims	Impaired	Entitled to Vote
Class 4	Prepetition 1.5L Notes Claims	Impaired	Entitled to Vote
Class 5	Prepetition 2L Notes Claims	Impaired	Entitled to Vote
Class 6	Securitization Facilities Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 7	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 8	Intercompany Claims	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 9	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10	Intercompany Interests	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept / Deemed to Reject)
Class 11	Existing CURO Interests	Impaired	Entitled to Vote

B. Treatment of Claims and Interests.

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan, subject to the minimum distribution amount conditions set forth in Article VI.D.2 hereof, the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by the Reorganized Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 – Other Secured Claims

(a) *Classification*: Class 1 consists of any Other Secured Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either:

(i) payment in full in Cash of its Allowed Other Secured Claim;

(ii) the collateral securing its Allowed Other Secured Claim;

(iii) Reinstatement of its Allowed Other Secured Claim; or

(iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with Bankruptcy Code section 1124.

(c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Claims in Class 1 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims

(a) *Classification*: Class 2 consists of any Other Priority Claims against any Debtor.

(b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash in an amount equal to such Allowed Other Priority Claim or such other treatment consistent with the provisions of Bankruptcy Code section 1129(a)(9).

(c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Claims in Class 2 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 – Prepetition 1L Term Loan Claims

(a) *Classification*: Class 3 consists of any Prepetition 1L Term Loan Claims against any Debtor.

(b) *Allowance*: The Prepetition 1L Term Loan Claims shall be deemed Allowed in the aggregate principal amount of at least $177,667,450.47, plus accrued and unpaid interest (including default interest) on such principal amount through the Effective Date, and any

fees (including the "Prepayment Premium" referred to in the Credit Agreement), expenses, and indemnification or other obligations of any kind arising under or in connection with the Credit Agreement.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 1L Term Loan Claim shall receive, in full and final satisfaction of such Claim, its Pro Rata portion of the Second Out Exit Term Loans.

(d) *Voting*: Class 3 is Impaired under the Plan and Holders of Allowed Claims in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 – Prepetition 1.5L Notes Claims

(a) *Classification*: Class 4 consists of any Prepetition 1.5L Notes Claims against any Debtor.

(b) *Allowance*: The Prepetition 1.5L Claims shall be deemed Allowed in the aggregate principal amount of at least $682,298,000.00, plus accrued and unpaid interest on such principal amount through the Effective Date, and any fees, expenses, and indemnification or other obligations of any kind arising under or in connection with the Prepetition 1.5L Notes Indenture.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 1.5L Claim shall receive its Pro Rata share of, (a) 100% of the New Equity Interests, less (b) the Prepetition 2L Notes Distribution and the DIP Equity Fees, subject to dilution by the New Warrants and the Management Incentive Plan.

(d) *Voting*: Class 4 is Impaired under the Plan and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject the Plan.

5. Class 5 – Prepetition 2L Notes Claims

(a) *Classification*: Class 5 consists of any Prepetition 2L Notes Claims against any Debtor.

(b) *Allowance*: The Prepetition 2L Claims shall be deemed Allowed in the aggregate principal amount of at least $317,702,000.00, plus accrued and unpaid interest on such principal amount through the Effective Date, and any fees, expenses, and indemnification or other obligations of any kind arising under or in connection with the Prepetition 2L Notes Indenture.

(c) *Treatment*: On the Effective Date, each holder of an Allowed Prepetition 2L Claim shall receive its Pro Rata share of the Prepetition 2L Notes Distribution.

(d) *Voting*: Class 5 is Impaired under the Plan and Holders of Allowed Claims in Class 5 are entitled to vote to accept or reject the Plan.

6. Class 6 – Securitization Facilities Claims

(a) *Classification*: Class 6 consists of any Securitization Facilities Claims against any Debtor.

(b) *Treatment*: The Securitization Facilities Claims shall be, at the option of the Debtors or Reorganized Debtors, as applicable, upon consultation with the Required Consenting Stakeholders, either: (i) Reinstated as of the Effective Date, in accordance with the terms of the Securitization Facilities Amendments, (ii) paid in full in Cash on the Effective Date,

or (iii) receive such other treatment as agreed with each holder of the Securitization Facilities Claim.

(c) *Voting*: Class 6 is Unimpaired under the Plan. Holders of Class 6 Claims are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

7. Class 7 – General Unsecured Claims

(a) *Classification*: Class 7 consists of General Unsecured Claims.

(b) *Treatment*: Each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of such Claim, at the option of the applicable Debtor or Reorganized Debtor, upon consultation with the Required Consenting Stakeholders, either:

(i) Reinstatement of such Allowed General Unsecured Claim pursuant to Bankruptcy Code section 1124; or

(ii) payment in full in Cash on (A) the Effective Date or (B) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.

(c) *Voting:* Class 7 is Unimpaired under the Plan. Holders of Allowed Claims in Class 7 are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Claims

(a) *Classification:* Class 8 consists of all Intercompany Claims.

(b) *Treatment:* Each Allowed Intercompany Claim shall be, at the option of the applicable Debtor, after consultation with the Required Consenting Stakeholders, either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case, in accordance with the Description of Transaction Steps; *provided however* that all Intercompany Claims owing to any of the Canadian Debtors or any Canadian non-Debtor Affiliates shall be Reinstated and paid in the ordinary course.

(c) *Voting:* Holders of Class 8 Claims are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) or rejected the Plan pursuant to Bankruptcy Code section 1126(g). Holders of Class 8 Claims are not entitled to vote to accept or reject the Plan.

9. Class 9 – Section 510(b) Claims

(a) *Classification*: Class 9 consists of all Section 510(b) Claims.

(b) *Treatment*: On the Effective Date, all Section 510(b) Claims will be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(c) *Voting*: Class 9 is Impaired under the Plan. Holders of Allowed Claims in Class 9 are conclusively deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 10 – Intercompany Interests

(a) *Classification:* Class 10 consists of all Intercompany Interests.

(b) *Treatment:* On the Effective Date, Intercompany Interests shall, at the election of the applicable Debtor, after consultation with the Required Consenting Stakeholders, be either (i) Reinstated or (ii) set off, settled, addressed, distributed, contributed, merged, canceled, or released, in each case, in accordance with the Description of Transaction Steps; *provided, however,* that notwithstanding anything herein to the contrary, the Intercompany Interests in the SPVs (as defined in the Disclosure Statement) shall vest in the Reorganized Debtors free and clear of all Liens, charges, Claims (other than Securitization Facilities Claims or Claims arising under the Securitization Facilities Amendments) or other encumbrances on the Effective Date.

(c) *Voting*: Class 10 is Unimpaired if the Class 10 Interests are Reinstated or Impaired if the Class 10 Interests are cancelled. Holders of Class 10 Interests are conclusively deemed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f) or rejected the Plan pursuant to Bankruptcy Code section 1126(g). Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 11 – Existing CURO Interests

(a) *Classification*: Class 11 consists of all Existing CURO Interests.

(b) *Treatment*: On the Effective Date, Holders of Existing CURO Interests shall receive, in full and final satisfaction of such Interests, their Pro Rata share of CVRs as further described in Article IV.L of the Plan, provided, that, if the CVR Distribution Framework is applicable, then, in the event that a Potential CVR Recipient would be eligible to receive CVRs but for the limitation on the Maximum CVR Recipients, Cash in lieu of CVRs, provided, further, that if the Cash to be distributed to a particular beneficial holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such holder shall not receive any additional Cash nor any rights under or interest in the CVRs.

(c) *Voting*: Class 11 is Impaired under the Plan and Holders of Allowed Interests in Class 11 are entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claims, including, all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes.

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Holders of such Claims or Interests in such Class shall be deemed to have accepted the Plan.

F. Intercompany Interests.

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of New Equity Interests, and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

G. Confirmation Pursuant to Bankruptcy Code Sections 1129(a)(10) and 1129(b).

Bankruptcy Code section 1129(a)(10) shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. The Debtors shall seek Confirmation of the Plan pursuant to Bankruptcy Code section 1129(b) with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to Bankruptcy Code section 1129(b) requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

I. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510, or otherwise. Pursuant to Bankruptcy Code section 510, and subject to the RSA, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests.

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to Bankruptcy Code section 1123 and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Combined Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Bankruptcy Code section 1123 and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims and Allowed Interests (as applicable) in any Class are intended to be and shall be final.

B. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, including: (1) the execution and delivery of any appropriate agreements or

other documents of merger, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, the Plan Supplement, and the RSA; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan, the Plan Supplement, and the RSA and having other terms to which the applicable Entities may agree; (3) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law, including any applicable Governance Documents; (4) the execution and delivery of the Exit Facility Documents and entry into the Exit Facility; (5) the issuance and distribution of the New Equity Interests (including the DIP Equity Fees) as set forth in the Plan; (6) the execution and delivery of the New Warrant Agreement and the issuance and distribution of the New Warrants; (7) the execution and delivery of the CVR Agreement and the issuance and distribution of the CVRs; (8) the execution and delivery of, and entry into, the Securitization Facilities Amendments; (9) the execution and delivery of, and entry into, the Private Placement Notes Amendment; (10) the adoption of the Management Incentive Plan and the issuance and reservation of the New Equity Interests to the participants in the Management Incentive Plan in accordance with the terms thereof; (11) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Description of Transaction Steps; and (12) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Combined Order shall and shall be deemed to, pursuant to both Bankruptcy Code sections 1123 and 363, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

The terms of the Restructuring Transactions will be structured to maximize tax efficiencies for each of the Debtors and the Consenting Stakeholders, as agreed to by the Debtors and the Required Consenting Stakeholders and in accordance with the Plan and the Plan Supplement.

C. Sources of Consideration for Plan Distributions.

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the Exit Facility, (2) the New Equity Interests, (3) the New Warrants, (4) the CVRs, (5) the Cash on hand from the utilization of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date), and (6) the Debtors' Cash on hand from operations and the proceeds of borrowings under the DIP Facility. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with the Plan, including the New Equity Interests will be exempt from SEC registration, as described more fully in Article IV.M below.

1. Exit Facility.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of the Reorganized Debtors to enter into and execute the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded by the Exit Facility. Execution of the Exit Facility Credit Agreement by the Exit Facility Agent shall be deemed to bind all Holders of the DIP Claims and the Prepetition 1L Term Loan Claims as if each such Holder had executed the Exit Facility Credit Agreement with appropriate authorization.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be

permitted under the Exit Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

2. Securitization Facilities Amendments.

Confirmation of the Plan shall be deemed approval of the Securitization Facilities (as amended by the Securitization Facilities Amendments to continue following the Effective Date) and the Securitization Facilities Amendments applicable to continuation of the Securitization Facilities following the Effective Date, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Securitization Facilities Amendments, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Securitization Facilities Amendments, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Securitization Facilities Amendments, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make, or cause their applicable non-Debtor Affiliates to make, all filings and recordings, and to obtain, or cause their applicable non-Debtor Affiliates to obtain, all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate, or cause their applicable non-Debtor Affiliates to cooperate, to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. New Equity Interests and New Warrants.

Reorganized CURO shall be authorized to issue a certain number of shares of New Equity Interests pursuant to its Governance Documents. The issuance of the New Equity Interests and New Warrants shall be authorized without the need for any further corporate action. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Description of Transaction Steps to the Holders of Allowed Claims entitled to receive the New Equity Interests pursuant to, and in accordance with, the Plan.

All of the shares of New Equity Interests issued pursuant to the Plan (including the New Equity Interests underlying the New Warrants) shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the Governance Documents, which terms and conditions shall bind each Holder receiving such distribution or issuance. Any Holder's acceptance of New Equity Interests shall be deemed as its consent to the terms and conditions of the Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be listed for trading on any securities exchange as of the Effective Date. The New Warrant Agreement shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding, and enforceable in accordance with its terms, and each holder of New Warrants shall be bound thereby.

Reorganized CURO (i) shall emerge from these Chapter 11 Cases on the Effective Date as a private company and the New Equity Interests shall not be listed on a public stock exchange, (ii) shall not be voluntarily subjected to any reporting requirements promulgated by the SEC, and (iii) shall not be required to list the New Equity Interests on a recognized U.S. or any foreign stock exchange.

To the extent the following actions have not been completed on or prior to the Effective Date, Reorganized CURO shall (i) take all actions reasonably necessary or desirable to delist the Existing CURO Interests from NYSE and to deregister under the Exchange Act as promptly as practicable in compliance with SEC rules, (ii) file post-effective amendments to terminate all of CURO's effective registration statements under the Securities Act and deregister any and all unsold securities thereunder, (iii) file a Form 15 to terminate CURO's registration under the Exchange Act and to suspend CURO's reporting obligations under the Exchange Act with respect to the common stock, and (iv) take all actions reasonably necessary or desirable to ensure (A) that the New Equity Interests and the CVRs shall not be listed on a public securities exchange and that the Reorganized Debtors shall not be required to list the New Equity Interests or CVRs on a recognized securities exchange, except, in each case, as otherwise may be required pursuant to the Governance Documents or the CVR Agreement, as applicable, and (B) that the Reorganized Debtors shall not be voluntarily subjected to any reporting requirements promulgated by the SEC.

4. Use of Cash.

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions to certain Holders of Allowed Claims, consistent with the terms of the Plan.

D. Corporate Existence.

Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

E. Vesting of Assets in the Reorganized Debtors.

Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

F. Preservation and Reservation of Causes of Action.

In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of this Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the List of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Combined Order, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.

The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan, or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of this Plan) or any other Final Order (including, without limitation, the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

In accordance with Bankruptcy Code section 1123(b)(3), except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

G. Cancellation of Existing Agreements and Interests.

On the Effective Date, except with respect to the Exit Facility, the Securitization Facilities Amendments, or to the extent otherwise provided in the Plan, including in Article V.A hereof, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of all parties thereto, including the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect; *provided*, *however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agent shall continue in effect solely for purposes of allowing the DIP Agent to (i) enforce its rights against any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the DIP Facility Documents, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed DIP Claims, in accordance with the terms of DIP Orders and the DIP Facility Documents, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court, including to enforce any obligation owed to either of the DIP Agent or Holders of the DIP Claims under the Plan, as applicable. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights provided for pursuant to this Plan.

Any credit agreement, indenture or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and to allow Agents/Trustees, as applicable, to enforce its rights to payment of fees, expenses, and indemnification obligations, including preservation of charging liens, as against any money or property distributable to such Holders.

For the avoidance of doubt, any credit agreement or other instrument evidencing claims arising from or related to the Securitization Facilities Amendments shall continue in full force and effect for all purposes.

If the record Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes is DTC or its nominee or another securities depository or custodian thereof, and such Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the Prepetition 1.5L Notes or Prepetition 2L Notes, as applicable, shall be deemed to have surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

H. Corporate Action.

Upon the Effective Date, all actions contemplated under the Plan shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the Employment Obligations; (2) selection of the directors, officers, or managers for the Reorganized Debtors (as applicable) in accordance with the Governance Term Sheet; (3) the issuance and distribution of the New Equity Interests and the New Warrants; (4) implementation of the Restructuring Transactions; (5) entry into the Exit Facility Documents; (6) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date); (7) adoption of the Governance Documents; (8) the assumption or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (9) the entry into the CVR Agreement and the issuance and distribution of the CVRs; and (10) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtor, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security Holders, directors, officers, or managers of the Debtors or the Reorganized Debtors, as applicable. Before, on or after (as applicable) the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the New Equity Interests, the New Warrants, the CVRs, the Governance Documents, the Exit Facility, and the Exit Facility Documents, any other Definitive Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. Governance Documents.

On or immediately prior to the Effective Date, the Governance Documents shall be adopted or amended in a manner consistent with the terms and conditions set forth in the Governance Term Sheet, as may be necessary to effectuate the transactions contemplated by the Plan. Each of the Reorganized Debtors will file its Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Governance Documents will prohibit the issuance of non-voting Equity Securities to the extent required under Bankruptcy Code section 1123(a)(6). For the avoidance of doubt, the principal Governance Documents shall be included as exhibits to the Plan Supplement. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

On the Effective Date, Reorganized CURO shall enter into and deliver the New Stockholders Agreement, which shall become effective and binding in accordance with its terms and conditions upon the parties thereto without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. Holders of New Equity Interests shall be deemed to have executed the New Stockholders Agreement and be parties thereto and bound by the terms thereof without the need to deliver signature pages thereto.

J. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the term of the current members of the board of directors or other Governing Body of CURO shall expire and such Persons shall be deemed to have resigned from the board of directors of CURO, and the members for the initial term of the New Board shall be appointed in accordance with the Governance Documents.

The initial members of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Each such member and officer of the Reorganized Debtors shall serve from and after the Effective Date pursuant to the terms of the Governance Documents and other constituent documents of the Reorganized Debtors.

K. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

L. CVR Agreement and CVR Distribution Framework.

On the Effective Date, Reorganized CURO shall enter into the CVR Agreement with the CVR Agent. After the Effective Date, the CVRs shall either be distributed through DTC, or, if the Debtors, upon consultation with the Ad Hoc Group, determine that distribution through DTC is not reasonably practicable, according to the following CVR Distribution Framework:

No later than five (5) days after the Effective Date, Reorganized CURO will mail a notice of the potential right to receive one CVR per share of Existing CURO Interest (the "CVR Notice") to all known registered and beneficial Holders of Existing CURO Interests as of the Effective Date (immediately prior to the cancellation thereof) (such Holders, the "Potential CVR Recipients") and each such CVR Notice shall contain (i) information as to the process for a Potential CVR Recipient to receive their CVR (or Cash in lieu of CVR); and (ii) notification that the Potential CVR Recipient will lose the right to obtain any interest in the CVRs (or to obtain Cash in lieu of a CVR distribution) if the CVR Recipient Certification is not received by the CVR Submission Deadline.

In order to obtain any interest in the CVRs, by no later than 90 days after service of the CVR Notice ("CVR Submission Deadline"), Potential CVR Recipients shall be required to return a certification and agreement (the "CVR Recipient Certification") that will provide for, among other things ("CVR Recipient Conditions"):

(a) The Potential CVR Recipient shall certify whether or not they are an accredited investor (as defined in Rule 501 promulgated under the Securities Act) (each such accredited investor, an "Accredited Investor");

(b) The Potential CVR Recipient agrees to release (and shall be deemed to have released) any Section 510(b) Claims upon receipt of the CVRs (or Cash in lieu of the CVRs);

(c) For any beneficial Holders that hold their Existing CURO Interests through a registered broker or agent, a certification from such Holder's broker or agent as to the amount of shares beneficially owned by such holder as of the Effective Date (immediately prior to the cancellation thereof); and

(d) Such other standard identification information reasonably requested by the Reorganized Debtors (such as mailing address, contact information, and information related to preferred method of delivery).

Reorganized CURO will distribute the CVRs; *provided* that Reorganized CURO, on the Effective Date, shall be a privately held company whose securities are not required to be registered under the Securities Exchange Act, *provided* further that CVRs shall not be distributed to more than 1,900 beneficial holders of Existing Common Stock Interests, of which no more than 450 shall be non-Accredited Investors ("Maximum CVR Recipients").

If more Potential CVR Recipients meeting the CVR Recipient Conditions than the Maximum CVR Recipients return a properly executed CVR Recipient Certification by the CVR Submission Deadline, then the Reorganized Debtors shall only distribute the CVRs pursuant to the Plan to the Potential CVR Recipients that hold

the largest percentage of Existing CURO Securities until CVRs have been distributed to the Maximum CVR Recipients. In the event that multiple Potential CVR Recipients hold the same number of shares and all such holders cannot be included due to the Maximum CVR Recipient Requirement, then the Reorganized Debtors shall include such Potential CVR Recipients in alphabetical order (based on last name or entity name) until the Maximum CVR Recipient threshold is reached.

For any Potential CVR Recipient meeting the CVR Recipient Requirements that would have been eligible to receive the CVRs but for the limitation on the Maximum CVR Recipients, the Reorganized Parent shall pay Cash in an amount equal to the value of the CVRs at the Effective Date ("Effective Date CVR Value") to a particular Holder in lieu of distribution of CVRs to such Holder; *provided*, that if the Cash to be distributed to a particular beneficial Holder in lieu of CVRs is less than the minimum distribution amount set forth in Article VI.D.2 of the Plan, then such Holder shall not receive any additional Cash nor any rights under or interest in the CVRs. The Cash payment will be paid to the address identified by the Potential CVR Recipient on the CVR Recipient Certification. The Effective Date CVR Value will be made available to the Potential CVR Recipients as soon as practicable.

For the avoidance of doubt, any Potential CVR Recipient that does not submit a CVR Recipient Certification by the CVR Submission Deadline shall not receive any interest in the CVRs or any additional Cash payment in lieu of the CVRs.

The CVR Agreement shall be duly authorized without the need for any further corporate action and without any further action by CURO or Reorganized CURO, as applicable.

As a result of the distribution of the CVRs pursuant to the CVR Distribution Framework in accordance with the Plan, the CVRs shall not be listed on a public stock exchange (nor shall Reorganized CURO be under any obligation to list them on a recognized U.S. or any foreign stock exchange) or voluntarily subjected to any reporting requirements promulgated by the SEC.

M. Certain Securities Law Matters.

The offering, issuance, and distribution of the New Equity Interests (other than the DIP Commitment Shares and any New Equity Interests underlying the Management Incentive Plan), as contemplated by Article III of this Plan, after the Petition Date, shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145, and to the extent such exemption is not available, then such New Equity Interests will be offered, issued, and distributed under the Plan pursuant to other applicable exemptions from registration under the Securities Act and any other applicable securities laws. The Debtors believe that either the CVRs shall not constitute a "security" under applicable U.S. securities laws or that the issuance of the CVRs shall be exempt from the registration requirements of Section 5 of the Securities Act and any other applicable U.S., state, or local law requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, Bankruptcy Code section 1145.

Such New Equity Interests and CVRs (to the extent such CVRs constitute a "security"), as a result of being offered, issued, and distributed pursuant to Bankruptcy Code section 1145, (i) will not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (ii) (A) will be freely tradeable and transferable without registration under the Securities Act in the United States by any recipient thereof that is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, subject to the provisions of Bankruptcy Code section 1145(b)(1) relating to the definition of an underwriter in Bankruptcy Code section 1145(b) and any restrictions in the Governance Documents and CVR Agreement, as applicable, and (B) may not be transferred by any recipient thereof that is an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom (including by complying with the conditions of Rule 144 under the Securities Act with respect to "control securities").

The DIP Commitment Shares will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or reliance on Regulation S under the Securities Act, will be considered "restricted securities," and may not be transferred except pursuant to an effective registration statement under the Securities Act or an available exemption therefrom. The New Equity Interests underlying the Management

Incentive Plan will be offered, issued, and distributed in reliance upon Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other exemptions from registration, and will be considered "restricted securities."

The New Equity Interests will be subject to any restrictions in the Governance Documents to the extent applicable. The New Warrants will be subject to any restrictions in the New Warrant Agreement to the extent applicable. Transfer restrictions on the New Warrants will be governed by the Governance Documents and be substantially similar to the transfer restrictions applicable to the New Equity Interests. The CVRs will be subject to any restrictions in the CVR Agreement to the extent applicable and will be non-transferable.

The Reorganized Debtors need not provide any further evidence other than the Plan or the Combined Order to any Entity (including DTC and any transfer agent for the New Equity Interests) with respect to the treatment of the New Equity Interests to be issued under the Plan under applicable securities laws. DTC and any transfer agent for the New Equity Interests shall be required to accept and conclusively rely upon the Plan and Combined Order in lieu of a legal opinion regarding whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC and any transfer agent for the New Equity Interests) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Equity Interests to be issued under the Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

The offering, issuance, and distribution of New Equity Interests (other than any New Equity Interests underlying the Management Incentive Plan but including any CVRs to the extent the CVRs are deemed to be securities) pursuant to or in connection with the Plan to persons in Canada will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws pursuant to Section 2.11 of National Instrument 45-106 "Prospectus Exemptions". New Equity Interests (including New Equity Interests distributed outside of Canada) will not be freely tradable in Canada and may only be resold to persons in Canada: (a) pursuant to an available exemption from the prospectus and registration requirements of Canadian Securities Laws; (b) pursuant to a final prospectus qualified under applicable Canadian Securities Laws; or (c) if each of the following conditions are satisfied: (i) the issuer of the New Equity Interests has been a reporting issuer in a jurisdiction of Canada of the four months immediately preceding the trade; (ii) the trade is not a "control distribution" within the meaning of Canadian Securities Laws; (iii) no unusual effort is made to prepare the market or create a demand for the security that is the subject of the trade; and (iv) no extraordinary commission or consideration is paid to a person or company in respect of the trade. "Canadian Securities Laws" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the Provinces and Territories of Canada, and the applicable policy statements, notices, blanket rulings, orders and all other regulatory instruments of the securities regulators in each of such jurisdictions. THE FOREGOING SUMMARY DISCUSSION IS GENERAL IN NATURE AND HAS BEEN INCLUDED IN THIS DISCLOSURE STATEMENT SOLELY FOR INFORMATIONAL PURPOSES. PERSONS WHO RECEIVE SECURITIES UNDER THE PLAN ARE URGED TO CONSULT THEIR OWN LEGAL ADVISORS WITH RESPECT TO THE RESTRICTIONS APPLICABLE UNDER CANADIAN SECURITIES LAWS AND THE CIRCUMSTANCES UNDER WHICH SECURITIES MAY BE SOLD IN RELIANCE ON SUCH LAWS.

N. Section 1146 Exemption.

To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for any or all of the Exit Facility; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of

the Combined Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of Bankruptcy Code section 1146(c), shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Employment Obligations.

Unless otherwise provided herein, and subject to Article V of the Plan, all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. For the avoidance of doubt, pursuant to Bankruptcy Code section 1129(a)(13), as of the Effective Date, all retiree benefits (as such term is defined in Bankruptcy Code section 1114), if any, shall continue to be paid in accordance with applicable law. On the Effective Date, the Reorganized Debtors shall (a) assume all employment agreements, indemnification agreements, or other agreements entered into with current employees; or (b) enter into new agreements with such employees on terms and conditions acceptable to the Reorganized Debtors and such employee.

P. Management Incentive Plan.

On the Effective Date, the New Board shall be authorized to adopt and implement (a) the Management Incentive Plan, which will be on the terms and conditions (including any and all awards granted thereunder) determined by the New Board (including, without limitation, with respect to participants, allocations, duration, timing, and the form and structure of the equity and compensation thereunder) and (b) such other incentive plans as may be agreed to by the New Board.

Q. DTC Eligibility.

The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to promptly make the New Equity Interests, the New Warrants, and CVRs eligible for deposit with DTC.

R. Closing the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for one of the Chapter 11 Cases as determined by the Reorganized Debtors, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in such Chapter 11 Case. Following entry of the Combined Order, CURO shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the Canadian Recognition Proceeding upon written notice from CURO to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the CURO of a termination certificate.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption of Executory Contracts and Unexpired Leases.

Each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under Bankruptcy Code section 365, unless such Executory Contract and Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contract and Unexpired Lease List. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Combined Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

B. Indemnification Obligations.

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the Indemnification Obligations in place on and before the Effective Date for Indemnified Parties for Claims related to or arising out of any actions, omissions or transactions occurring before the Effective Date.

C. Assumption of the D&O Liability Insurance Policies.

The Debtors, and upon the Effective Date, the Reorganized Debtors, shall assume all of the D&O Liability Insurance Policies pursuant to Bankruptcy Code section 365(a). Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies and authorization for the Debtors to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Liability Insurance Policies.

In addition and for the avoidance of doubt, after the Effective Date, none of the Company Parties shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies covering the Debtors' current boards of directors in effect on or after the Petition Date and, subject to the terms of the applicable D&O Liability Insurance Policies, all directors and officers of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy, to the extent set forth therein, regardless of whether such directors and officers remain in such positions after the Effective Date.

D. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary. All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules. Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

E. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.*

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors to a counterparty must be Filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Cure; *provided* that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed with the Bankruptcy Court on or before 30 days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or Reorganized Debtors, for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of Bankruptcy Code section 365, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.E shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Combined Order, and for which any Cure has been fully paid pursuant to this Article V.E, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court**.

F. *Insurance Policies.*

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, (1) the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims and (2) such insurance policies and any agreements, documents, or instruments relating thereto shall revest in the Reorganized Debtors.

G. *Reservation of Rights.*

Nothing contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Reorganized Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to Bankruptcy Code section 365(d)(4).

I. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Combined Order.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

All distributions under the Plan shall be made by the Disbursing Agent on the Effective Date. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Reorganized Debtors.

C. Rights and Powers of Disbursing Agent.

1. <u>Powers of the Disbursing Agent.</u>

The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

2. <u>Expenses Incurred On or After the Effective Date.</u>

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Delivery of Distributions in General.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Effective Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records (or the records of the DIP Agent and the Prepetition 1L Agent with respect to the DIP Claims and Prepetition 1L Term Loan Claims); (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim; (d) with respect to Securities held through DTC, in accordance with the applicable procedures of DTC; or (e) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

2. Minimum Distributions.

No fractional shares of New Equity Interests shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of New Equity Interests that is not a whole number, the actual distribution of shares of New Equity Interests shall be rounded as follows: (a) fractions of one-half (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of New Equity Interests to be distributed under the Plan shall be adjusted as necessary to account for the foregoing rounding.

Except with respect to the ordinary course payment in Cash of interest arising under the Prepetition 1.5L Notes Indenture or the Prepetition 2L Notes Indenture, none of the Reorganized Debtors or the Disbursing Agent shall have any obligation to make a Cash distribution that is less than two hundred and fifty dollars ($250) to any Holder of an Allowed Claim.

3. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under Bankruptcy Code section 347(b) at the expiration of one year from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder of Claims to such property or interest in property shall be discharged and forever barred.

E. Manner of Payment.

At the option of the Disbursing Agent, any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

F. Compliance with Tax Requirements.

In connection with the Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary to comply with such withholding and reporting requirements, including

liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan or the Combined Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims against the Debtors, and no Holder of a prepetition Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such prepetition Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal (National Edition)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Reorganized Debtor may, pursuant to Bankruptcy Code section 553, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Reorganized Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Reorganized Debtor(s) and Holder of Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Reorganized Debtor or its successor of any and all claims, rights, and Causes of Action that such Reorganized Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against, or Interests in, the Debtors be entitled to recoup any such Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. <u>Claims Paid by Third Parties.</u>

The Debtors or the Reorganized Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Reorganized Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the Holder's total recovery on account of

such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Reorganized Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary contained herein (including Article III of the Plan), nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers, under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. *Disputed Claims Process.*

1. No Filing of Proofs of Claim or Interest.

Except as otherwise provided in this Plan, Holders of Claims or Interests shall not be required to File a Proof of Claim or proof of interest, and no parties should File a Proof of Claim or proof of interest. All Filed Proofs of Claims shall be deemed objected to and Disputed without further action by the Debtors or Reorganized Debtors; *provided*, *however*, that the Debtors and the Reorganized Debtors, as applicable, reserve the right to object to any Claim or Interest that is entitled, or deemed to be entitled, to a distribution under this Plan or is rendered Unimpaired under this Plan. Instead, the Debtors intend to make distributions, as required by this Plan, in accordance with the books and records of the Debtors. For the avoidance of doubt, the Plan does not intend to impair or otherwise impact the rights of Holders of General Unsecured Claims or the Debtors' customers.

If any such Holder of a Claim or an Interest disagrees with the Debtors' books and records with respect to the Allowed amount of such Holder's Claim or Interest, such Holder must so advise the Debtors in writing within 30 days of receipt of any distribution on account of such Holder's Claim or Interest, in which event the Claim or Interest shall become a Disputed Claim or a Disputed Interest. The Reorganized Debtors intend to attempt to resolve any such disputes consensually or through judicial means outside the jurisdiction of the Bankruptcy Court.

Nevertheless, the Reorganized Debtors may, in their discretion, File with the Bankruptcy Court (or any other court of competent jurisdiction) an objection to the allowance of any Claim or Interest or any other appropriate motion or adversary proceeding with respect thereto. All such objections shall be litigated to Final Order; *provided*, *however*, that the Reorganized Debtors may compromise, settle, withdraw, or resolve by any other method approved by the Bankruptcy Court any objections to Claims or Interests.

Except as otherwise provided herein, all Proofs of Claim Filed before or after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against

any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.

2. Claims Estimation.

Any Debtor or Reorganized Debtor, as applicable, may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c), regardless of whether such Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal related to any such objection. Notwithstanding any provision otherwise in this Plan, a Claim against any Debtor that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned objection, estimation, and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims may be estimated and thereafter resolved by any permitted mechanism.

B. Allowance of Claims and Interests.

Except as expressly provided herein or any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under the Bankruptcy Code or under this Plan, or the Bankruptcy Court enters a Final Order in the Chapter 11 Cases allowing such Claim under Bankruptcy Code section 502. Except as expressly provided in any order entered in the Chapter 11 Cases on or before the Effective Date (including the Combined Order), the Reorganized Debtors after Confirmation shall have and retain any and all rights and defenses the Debtors had with respect to any Claim or Interest as of the Petition Date.

C. Claims Administration Responsibilities.

From and after the Effective Date, the Reorganized Debtors shall have the exclusive authority to File, settle, compromise, withdraw or litigate to judgment any objections to Claims or Interests as permitted under this Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim or Disputed Equity Interest without approval of the Bankruptcy Court. The Reorganized Debtors shall administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors also reserve the right to resolve any Disputed Claim or Disputed Equity Interest in an appropriate forum outside the jurisdiction of the Bankruptcy Court under applicable governing law.

D. Adjustment to Claims or Interests without Objection.

Any duplicate Claim or Interest, any Claim that is substantiated by an invoice that is invalid, previously rejected, or otherwise deemed erroneous by the Debtors, any Claim asserted solely on the basis of an Equity Interest (other than a 510(b) Claim), or any Claim or Interest that has been paid, satisfied, amended, or superseded, may be adjusted on the Claims Register by the Reorganized Debtors without filing a claim objection and without any further notice or action by the Reorganized Debtors or any order or approval of the Bankruptcy Court.

E. Disallowance of Claims or Interests.

All Claims and Interests of any Entity from which property is sought by the Debtors under Bankruptcy Code sections 542, 543, 550, or 553 or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under Bankruptcy Code sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be disallowed if: (1) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree

or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned Bankruptcy Code sections; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Interests.

Pursuant to Bankruptcy Code section 1141(d), and except as otherwise specifically provided in the Plan, the Combined Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h), or 502(i), in each case whether or not: (1) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to Bankruptcy Code section 502; or (2) the Holder of such a Claim or Interest has accepted the Plan. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

B. Release of Liens.

Except as otherwise provided in the Exit Facility Documents, the Plan, the Combined Order, any Canadian Court order with respect to the Canadian charges, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with Article III.B.1 hereof, the Securitization Facilities Claims, and the Postpetition Securitization Facilities Claims, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Combined Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by and on behalf of the Debtors and the Estates, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of

the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Estates, or their Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Securitization Facilities Amendments, the Securitization Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement, and all other Definitive Documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Debtor Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence. For the avoidance of doubt, the "Debtor Releases" set forth above do not release (1) any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement executed in connection with this Plan with respect to the Debtors, the Reorganized Debtors or the Estates; or (2) the Causes of Action set forth in the List of Retained Causes of Action.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Third Parties.

As of the Effective Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan, the Definitive Documents, the Securitization Facilities Amendments, and the obligations contemplated by the Restructuring Transactions or as otherwise provided in any order of the Bankruptcy Court or the Canadian Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, by the Releasing Parties, in each case on behalf of itself and its respective successors, assigns, and representatives and any and all other Persons that may purport to assert any Cause of Action derivatively, by or through the foregoing Persons, in each case solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy law, from any and all claims and Causes of Action whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or

equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the Securitization Facilities Amendments, the Securitization Orders, the New Warrants, the CVR Agreement and all other Definitive Documents, or any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Third-Party Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising from the Petition Date through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the Canadian Recognition Proceeding, the negotiation and pursuit of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement and all other Definitive Documents, the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any

applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Solely with respect to the exculpation provisions, notwithstanding anything to the contrary in the Plan, the 1125(e) Covered Parties shall not incur liability for any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan. No Entity or Person may commence or pursue a Claim or Cause of Action of any kind against any of the 1125(e) Covered Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to the terms of this paragraph, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action for actual fraud, gross negligence, or willful misconduct against any such 1125(e) Covered Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such 1125(e) Covered Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

F. Injunction.

Except as otherwise expressly provided in this Plan or the Combined Order or for obligations issued or required to be paid pursuant to the Plan or the Combined Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, provided however, that no Claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer without leave of the Canadian Court.

The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action other than with respect to the Canadian Recognition Proceeding and the Information Officer.

G. Protections Against Discriminatory Treatment.

Consistent with Bankruptcy Code section 525 and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to Bankruptcy Code section 502(e)(1)(B), then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding Bankruptcy Code section 502(j) , unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Conditions Precedent to Confirmation

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. the final version of the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed in a manner consistent in all material respects with the RSA and the Plan;

2. the RSA shall not have been terminated as to all parties thereto and shall remain in full force and effect; and

3. the Plan shall not have been amended, altered, or modified from the form in effect as of the commencement of solicitation unless such amendment, alteration, or modification has been made in accordance with Article X of the Plan and the RSA.

B. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.C hereof:

1. the RSA shall not have been terminated as to all parties thereto in accordance with its terms and shall be in full force and effect;

2. the Bankruptcy Court shall have entered the DIP Orders and the Final DIP Order shall be in full force and effect;

3. no default or event of default shall have occurred and be continuing under the DIP Facility or any DIP Order;

4. the Bankruptcy Court shall have entered the Securitization Orders and the Final Securitization Order shall be in full force and effect;

5. the Bankruptcy Court shall have entered the Combined Order in form and substance consistent with the RSA, and the Combined Order shall have become a Final Order;

6. the Canadian Court shall have entered an order recognizing the Combined Order;

7. the Definitive Documents shall (i) be consistent with the RSA and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the RSA, (ii) have been executed or deemed executed and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) shall be adopted on terms consistent with the RSA;

8. all authorizations, consents, regulatory approvals, rulings, actions, documents, and agreements necessary to implement and consummate the Plan and the Restructuring Transactions shall have been obtained, effected, and executed, and all waiting periods imposed by any governmental entity shall have terminated or expired;

9. the Exit Facility Documents shall have been executed and delivered by each party thereto, and each of the conditions precedent related thereto shall have been satisfied or waived (with the consent of the Required Consenting Stakeholders), other than such conditions that relate to the effectiveness of the Plan and related transactions, including payment of fees and expenses;

10. the New Equity Interests shall have been issued;

11. Reorganized CURO shall have entered into the New Warrant Agreement and the New Warrants shall have been issued;

12. Reorganized CURO shall have entered into the CVR Agreement with the CVR Agent and, to the extent applicable, shall have commenced the CVR Distribution Framework;

13. all steps necessary to consummate the Restructuring Transactions as set forth in the Description of Transaction Steps shall have been effected;

14. all Restructuring Expenses shall have been paid in full;

15. the Debtors and each other party thereto shall have entered into Securitization Facilities Amendments with respect to each Securitization Facility in form and substance satisfactory to the Required Consenting Stakeholders and the Securitization Facilities Amendments shall not have been amended, supplemented, otherwise modified, or terminated (other than in accordance with the terms thereof during the Chapter 11 Cases to the extent agreed to by the Required Consenting Stakeholders), and shall be in full force and effect immediately upon the Effective Date;

16. each of the conditions precedent to the effectiveness of the Securitization Facilities Amendments after the Effective Date (other than the occurrence of the Effective Date of this Plan) shall have been satisfied or waived in accordance with the terms of the Securitization Facilities Amendments;

17. the Debtors and each other party thereto shall have entered into all the Private Placement Notes Amendment and the Private Placement Notes Amendment shall not have been amended, supplemented, otherwise modified or terminated (other than in accordance with the terms thereof during the Chapter 11

Cases to the extent agreed to by the Required Consenting Stakeholders) and shall be in full force and effect; and

18. no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions, the RSA, or any of the Definitive Documents contemplated hereby.

C. Waiver of Conditions.

The conditions precedent to Confirmation of the Plan and to the Effective Date set forth in this Article IX may be waived in whole or in part at any time by the Debtors only with the prior written consent of the Required Consenting Stakeholders (email shall suffice), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate the Plan.

D. Effect of Failure of Conditions.

If Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

E. Substantial Consummation.

"Substantial Consummation" of the Plan, as defined in Bankruptcy Code section 1101(2), shall be deemed to occur on the Effective Date.

ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in the Plan and to the extent permitted by the RSA, the Debtors reserve the right to amend or modify the Plan, whether such amendment or modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such amended or modified Plan. Subject to those restrictions on modifications set forth in the Plan and the RSA, and the requirements of Bankruptcy Code section 1127, Rule 3019 of the Federal Rules of Bankruptcy Procedure, and, to the extent applicable, Bankruptcy Code sections 1122, 1123, and 1125, each of the Debtors expressly reserves its respective rights to revoke or withdraw, or, to alter, amend, or modify the Plan with respect to such Debtor, one or more times, after Confirmation, and, to the extent necessary may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Combined Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Notwithstanding anything to the contrary herein, the Debtors shall not amend or modify the Plan in a manner inconsistent with the RSA or the consent rights (if any) set forth in the DIP Facility Documents.

B. Effect of Confirmation on Modifications.

Entry of a Combined Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to Bankruptcy Code section 1127(a) and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. *Revocation or Withdrawal of Plan.*

To the extent permitted by the RSA (including the consent, approval, and consultation rights set forth therein), the Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

Notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, on and after the Effective Date, other than with respect to the Canadian Recognition Proceeding and the Information Officer, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or relating to, the Chapter 11 Cases and the Plan pursuant to Bankruptcy Code sections 105(a) and 1142, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Cure pursuant to Bankruptcy Code section 365; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;

5. modify the Plan before or after the Effective Date pursuant to Bankruptcy Code section 1127; modify the Combined Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Combined Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Combined Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Combined Order, in such manner as may be necessary or appropriate to consummate the Plan;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. adjudicate, decide, or resolve any and all matters related to Bankruptcy Code sections 1141 and 1145;

8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

9. enter and enforce any order for the sale of property pursuant to Bankruptcy Code sections 363, 1123, or 1146(a);

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Combined Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan, or the Disclosure Statement;

16. enter an order concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under the Plan;

18. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

19. determine requests for the payment of Claims and Interests entitled to priority pursuant to Bankruptcy Code section 507;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Combined Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;

21. hear and determine matters concerning any tax matters relating to the restructuring, including state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII hereof, regardless of whether such termination occurred prior to or after the Effective Date;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the Governance Documents, the Exit Facility Documents, and the Securitization Facilities Amendments shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All monthly operating reports then due shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Reorganized Debtors on the Effective Date, and following the Effective Date, the Reorganized Debtors shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof), and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Reorganized Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Reorganized Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

D. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, if any, shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Combined Order, and the Combined Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, manager, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered addressed as follows:

1. if to the Debtors, to:

CURO Group Holdings Corp.
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Rebecca Fox, Chief Legal Officer and Corporate Secretary
Email address: beccafox@curo.com

with copies to:

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Attention: Sarah Link Schultz and Patrick Wu
E-mail address: sschultz@akingump.com; pwu@akingump.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Michael S. Stamer, Anna Kordas, Omid Rahnama
E-mail address: mstamer@akingump.com; akordas@akingump.com; orahnama@akingump.com

2. if to a member of the Ad Hoc Group, to:

Wachtell, Lipton, Rosen & Katz
51 W 52nd Street
New York, New York 10019
Attention: Joshua A. Feltman, Neil M. Snyder
E-mail address: jafeltman@wlrk.com; nmsnyder@wlrk.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Combined Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Combined Order) shall

remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Combined Order shall remain in full force and effect in accordance with their terms.

I. Entire Agreement.

Except as otherwise indicated, and without limiting the effectiveness of the RSA, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at https://dm.epiq11.com/Curo or the Bankruptcy Court's website at www.txs.uscourts.gov/bankruptcy. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, subject to the terms of the RSA, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent, *provided* that any such deletion or modification must be consistent with the RSA and the consent rights contained in each of them; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Combined Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to Bankruptcy Code section 1125(e), the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

M. Closing of Chapter 11 Cases.

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases. Following entry of the Combined Order, CURO shall seek an order of the Canadian Court permitting the discharge of the Information Officer and termination of the Canadian Recognition Proceeding upon written notice from CURO to the Information Officer that the Effective Date has occurred and the Information Officer's delivery to the CURO of a termination certificate.

N. Waiver or Estoppel.

Each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

O. Tax Reporting and Compliance

The Reorganized Debtors shall be authorized to request an expedited determination under Bankruptcy Code section 505(b) for all tax returns filed for, or on behalf of, the Debtors for any and all taxable periods ending after the Petition Date through, and including, the Effective Date.

P. Creditor Default

An act or omission by a Holder of a Claim or an Interest in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Combined Order and may be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (i) designate a party to appear, sign, and/or accept the documents required under the Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (ii) enforce this Plan by order of specific performance; (iii) award judgment against such defaulting Holder of a Claim or Interest in favor of the Reorganized Debtors in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (iv) make such other order as may be equitable that does not materially alter the terms of the Plan.

[*Remainder of page intentionally left blank.*]

Dated: May 10, 2024

CURO GROUP HOLDINGS CORP.
on behalf of itself and all other Debtors

By: */s/ Douglas Clark*
Name: Douglas Clark
Title: Chief Executive Officer

This is Exhibit "D" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

NOTICE OF FILING OF
JOINT PREPACKAGED PLAN OF REORGANIZATION
OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES (MODIFIED)

PLEASE TAKE NOTICE that on March 25, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50] (the "Plan") in the above-captioned chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that on March 28, 2024, the Debtors filed a modified Plan (the "Modified Plan") [Docket No. 119]. The Modified Plan reflected minor modifications included to address comments made by the Court during the hearing held on March 27, 2024.

PLEASE TAKE FURTHER NOTICE that on May 10, 2024, the Debtors filed a further modified Plan (the "Further Modified Plan") [Docket No. 325]. The Further Modified Plan reflects modifications included to address comments received from the United States Trustee.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is a change-page only redline of the Further Modified Plan marked against the Modified Plan.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

Dated: May 10, 2024
Houston, Texas

Respectfully submitted,

/s/ Sarah Link Schultz
AKIN GUMP STRAUSS HAUER & FELD LLP
Sarah Link Schultz (State Bar No. 24033047;
S.D. Tex. 30555)
Patrick Wu (State Bar No. 24117924;
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-and-

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orahnama@akingump.com

Proposed Counsel to the Debtors

Certificate of Service

I certify that on May 10, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz
Sarah Link Schultz

Exhibit A

Plan Redline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Joint Administration Requested)

JOINT PREPACKAGED PLAN OF REORGANIZATION OF
CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.

AKIN GUMP STRAUSS HAUER & FELD LLP

Sarah Link Schultz (State Bar No. 24033047;
S.D. Tex. 30555)
Patrick Wu (State Bar No. 24117924;
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Proposed Counsel to the Debtors

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akordas@akingump.com
orahnama@akingump.com

Dated March 28May 10, 2024

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

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INTRODUCTION

The Debtors propose this Plan for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Holders of Claims against or Interests in the Debtors may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations, as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of the Plan within the meaning of Bankruptcy Code section 1129.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, capitalized terms have the meanings set forth below.

1. "*1125(e) Covered Parties*" means, each of, and, in each case, in its capacity as such (a) the Exculpated Parties; (b) the directors and officers of any of the Debtors; (c) the Reorganized Debtors; (d) Agents/Trustees; (e) each DIP Backstop Commitment Party and each DIP Lender; (f) Securitization Facilities Parties; (g) each Consenting Stakeholder; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such.

~~1~~2. "*Ad Hoc Group*" means that certain ad hoc group of Prepetition 1L Lenders, Prepetition 1.5L Noteholders, and Prepetition 2L Noteholders represented by the Ad Hoc Group Advisors.

~~2~~3. "*Ad Hoc Group Advisors*" means (i) Wachtell, Lipton, Rosen & Katz, as counsel, (ii) Houlihan Lokey Capital, Inc., as financial advisor, (iii) Vinson & Elkins LLP, as local counsel, and (iv) Ernst & Young LLP, as consultant.

~~3~~4. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Estates under Bankruptcy Code sections 327, 328, 330, 365, 503(b), 507(a), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date until and including the Effective Date; (b) Allowed Professional Fee Claims; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the DIP Orders); and (e) the Restructuring Expenses.

~~4~~5. "*Affiliate*" has the meaning set forth in Bankruptcy Code section 101(2).

~~5~~6. "*Agents/Trustees*" means, collectively, the DIP Agent, the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee, including any successors thereto.

~~6~~7. "*Allowed*" means, as to a Claim or an Interest, a Claim or an Interest expressly allowed under the Plan, under the Bankruptcy Code, or by a Final Order, as applicable. For the avoidance of doubt, (a) there is no requirement to File a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan, and (b) the Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable nonbankruptcy law; *provided*, *however* that the Reorganized

Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

~~7~~8. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.

~~8~~9. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

~~9~~10. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

~~10~~11. "*Business Day*" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

~~11~~12. "*Canadian Court*" means the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario.

~~12~~13. "*Canadian Debtors*" means Curo Canada Corp. and LendDirect Corp.

~~13~~14. "*Canadian Recognition Proceeding*" means the proceedings commenced under Part IV of the *Companies' Creditors Arrangement Act* (Canada) in the Canadian Court recognizing in Canada the Chapter 11 Cases of the Canadian Debtors.

~~14~~15. "*Canadian Recognition Order*" means the order of the Canadian Court, which shall, among other things, recognize and declare the Chapter 11 Cases of the Canadian Debtors as foreign main proceedings.

~~15~~16. "*Cash*" means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

~~16~~17. "*Cash Collateral*" has the meaning set forth in Bankruptcy Code section 363(a).

~~17~~18. "*Cause of Action*" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to Bankruptcy Code section 362 or chapter 5, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in Bankruptcy Code section 558, and (e) any state law fraudulent transfer claim.

~~18~~19. "*Chapter 11 Cases*" means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

~~19~~20. "*Claim*" means any claim, as defined in Bankruptcy Code section 101(5), against any of the Debtors.

~~20~~21. "*Claims and Noticing Agent*" means Epiq Corporate Restructuring, LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

~~21~~22. "*Claims Register*" means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

~~22~~23. "*Class*" means a class of Claims or Interests as set forth in Article III hereof pursuant to Bankruptcy Code section 1122(a).

~~23~~24. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

~~24~~25. "*Combined Hearing*" means the hearing conducted by the Bankruptcy Court to consider final approval of the Disclosure Statement and confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

~~25~~26. "*Combined Order*" means the order or orders of the Bankruptcy Court approving the Disclosure Statement on a final basis and confirming this Plan pursuant to Bankruptcy Code section 1129, which order or orders shall be in form and substance consistent with the consent rights set forth in the RSA.

~~26~~27. "*Company Parties*" means CURO and each of its direct and indirect subsidiaries that are or become parties to the RSA, solely in their capacity as such.

~~27~~28. "*Confirmation*" means the Bankruptcy Court's entry of the Combined Order on the docket of the Chapter 11 Cases, subject to all conditions specified in Article IX.A hereof having been (a) satisfied or (b) waived pursuant to Article IX.C hereof.

~~28~~29. "*Confirmation Date*" means the date upon which the Bankruptcy Court enters the Combined Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

~~29~~30. "*Consenting 1L Lenders*" means the Holders of the Prepetition 1L Term Loan Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

~~30~~31. "*Consenting 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

~~31~~32. "*Consenting 2L Noteholders*" means the Holders of the Prepetition 2L Notes Claims that are signatories to the RSA, a Joinder Agreement, or a Transfer Agreement.

~~32~~33. "*Consenting Stakeholders*" means, collectively, the Consenting 1L Lenders, Consenting 1.5L Noteholders, and Consenting 2L Noteholders.

~~33~~34. "*Consummation*" means the occurrence of the Effective Date.

~~34~~35. "*Credit Agreement*" means that certain First Lien Credit Agreement, dated as of May 15, 2023 (as may be amended, supplemented, amended and restated, or otherwise modified from time to time), by and among CURO, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and the Prepetition 1L Agent.

~~35~~36. "*Cure*" means a monetary Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under Bankruptcy Code section 365, other than a default that is not required to be cured pursuant to Bankruptcy Code section 365(b)(2).

~~36~~37. "*CURO*" means CURO Group Holdings Corp., a Delaware corporation.

~~37~~38. "*CURO SPV*" means CURO SPV, LLC, a Delaware limited liability company and a non-Debtor subsidiary of CURO.

~~38~~39. "*CURO SPV Term Loan Claims*" means any and all Claims derived from, arising under, based upon or related to the CURO SPV Term Loans.

~~39~~40. "*CURO SPV Term Loans*" means the term loans made pursuant to the Prepetition 1L Term Loan Facility held by CURO SPV.

~~40~~41. "*CVR Agent*" means the agent to be specified in and to be party to the CVR Agreement.

~~41~~42. "*CVR Agreement*" means an agreement setting forth the full terms and conditions of the CVRs, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

~~42~~43. "*CVR Distribution Framework*" means the procedures set forth in Article IV.L of the Plan (and as may be supplemented in the Plan Supplement) to be utilized by the Reorganized Debtors to distribute the CVRs pursuant to the Plan in a manner to ensure compliance with the Exchange Act, solely to the extent that the Exchange Act is applicable.

~~43~~44. "*CVR Distribution Conditions*" means the conditions set forth in the CVR Distribution Framework that are required to be satisfied by an individual recipient prior to such recipient becoming eligible to receive CVRs.

~~44~~45. "*CVR and Warrant Term Sheet*" means the CVR and Warrant Term Sheet attached as Exhibit E to the RSA.

~~45~~46. "*CVRs*" means certain contingent value rights issued pursuant to the Plan and the CVR Agreement and consistent with the CVR and Warrant Term Sheet.

~~46~~47. "*D&O Liability Insurance Policies*" means the insurance policies and all agreements, documents or instruments related thereto (including runoff endorsements extending coverage, including costs and expenses (including reasonable and necessary attorneys' fees and experts' fees) for current or former directors, managers, and officers of the Debtors and for certain of the future directors, managers and officers of the Company Parties for a six-year period after the Effective Date for covered liabilities, including sums that any party becomes legally obligated to pay as a result of judgments, fines, losses, claims, damages, settlements, or liabilities arising from activities occurring before the Effective Date) for directors', managers' and officers' liability maintained by the Debtors on or before the Effective Date.

~~47~~48. "*Debtor Release*" means the release set forth in Article VIII.C of this Plan.

~~48~~49. "*Debtors*" means, collectively, each of the following: CURO Group Holdings Corp.; Curo Financial Technologies Corp.; Curo Intermediate Holdings Corp.; Curo Management, LLC; Curo Collateral Sub, LLC; CURO Ventures, LLC; CURO Credit, LLC; Ennoble Finance, LLC; Ad Astra Recovery Services, Inc.; Attain Finance, LLC; First Heritage Credit, LLC; First Heritage Credit of Alabama, LLC; First Heritage Credit of Louisiana, LLC; First Heritage Credit of Mississippi, LLC; First Heritage Credit of South Carolina, LLC; First Heritage Credit of Tennessee, LLC; SouthernCo, Inc.; Heights Finance Holding Co.; Southern Finance of South Carolina, Inc.; Southern Finance of Tennessee, Inc.; Covington Credit of Alabama, Inc.; Quick Credit Corporation; Covington Credit, Inc.; Covington Credit of Georgia, Inc.; Covington Credit of Texas; Heights Finance Corporation (IL); Heights Finance Corporation (TN); LendDirect Corp.; and CURO Canada Corp. upon their filing of voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

~~49~~50. "*Definitive Documents*" means, collectively, (a) the Disclosure Statement; (b) the Solicitation Materials; (c) the Governance Documents; (d) the DIP Orders (and motion(s) seeking approval thereof); (e) the DIP Facility Documents; (f) the Exit Facility Documents; (g) the Plan (and all exhibits thereto); (h) the Combined Order; (i) the Canadian Recognition Order; (j) all material pleadings filed by the Debtors in connection with the Chapter 11 Cases (and related orders), including the first day pleadings and all orders sought pursuant thereto; (k) the Plan Supplement; (l) all regulatory filings and notices necessary to implement the Restructuring Transactions; (m) the

CVR Agreement and documents related thereto; (n) the Securitization Facilities Amendments; (o) the RSA; (p) the New Warrant Agreement and documents related thereto; (q) the Private Placement Notes Amendment; and (r) such other material agreements, instruments, and documentation as may be necessary to consummate and document the transactions contemplated by the RSA or the Plan.

~~50~~51. "*Description of Transaction Steps*" means the description of the steps to be carried out to effectuate the Restructuring Transactions in accordance with the Plan and as set forth in the Plan Supplement.

~~51~~52. "*DIP Agent*" means Alter Domus (US) LLC in its capacity as administrative agent and collateral agent under the DIP Facility.

~~52~~53. "*DIP Backstop Commitment Party*" means a member of the Ad Hoc Group that has agreed to backstop the DIP Facility on the terms and conditions set forth in the RSA.

~~53~~54. "*DIP Backstop Commitments*" has the meaning set forth in the RSA.

~~54~~55. "*DIP Backstop Commitment Fee*" means a backstop fee equal to 5.0% of the full principal commitment of the DIP Facility payable in New Equity Interests at a 25% discount of the Plan Equity Value, and payable ratably to each DIP Backstop Commitment Party.

~~55~~56. "*DIP Commitment Shares*" means the New Equity Interests issued to the DIP Backstop Commitment Parties and DIP Lenders on account of the DIP Backstop Commitment Fee and/or the DIP Exit Fee.

~~56~~57. "*DIP Facility*" means a priming secured and superpriority debtor-in-possession credit facility to be provided by the DIP Lenders on terms consistent with the DIP Term Sheet and consisting of commitments to provide up to $70,000,000 in new money DIP Term Loans.

~~57~~58. "*DIP Claim*" means any Claim held by the DIP Lenders or the DIP Agent arising under, derived from, secured by, based on, or relating to the DIP Facility, the DIP Orders, the DIP Facility Documents, or any other agreement, instrument, or document executed at any time in connection with the DIP Facility and any guaranty thereof, including any and all fees, interests paid in kind, and accrued but unpaid interest and fees due under the DIP Facility Documents. All DIP Claims shall be deemed Allowed to the extent provided for in the DIP Orders.

~~58~~59. "*DIP Exit Fee*" means an exit fee equal to 10.0% of the full principal commitment of the DIP Facility, payable as follows: (a) 5.0% paid in kind as additional Exit Term Loans and (b) 5.0% payable in New Equity Interests at a 25% discount of the Plan Equity Value, payable ratably to each DIP Lender based on such DIP Lender's DIP Claims immediately prior to satisfaction in full thereof.

~~59~~60. "*DIP Equity Fees*" means the DIP Backstop Commitment Fee and the portion of the DIP Exit Fee payable in New Equity Interests.

~~60~~61. "*DIP Facility Documents*" means any documents governing the DIP Facility that are entered into in accordance with DIP Term Sheet and the DIP Orders and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

~~61~~62. "*DIP Lenders*" means the lenders providing the DIP Term Loans.

~~62~~63. "*DIP Orders*" means, collectively, the Interim DIP Order and the Final DIP Order and any other Bankruptcy Court order approving entry into the DIP Facility Documents.

~~63~~64. "*DIP Term Loans*" means the new money loans extended by the DIP Lenders pursuant to the DIP Facility.

~~64~~65. "*DIP Term Sheet*" means the DIP Facility term sheet attached as Exhibit C to the RSA.

~~65~~66. "*Disbursing Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select, in consultation with the Ad Hoc Group, to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent and the Agents/Trustees.

~~66~~67. "*Disclosure Statement*" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, in each case as amended, supplemented, or otherwise modified from time to time in accordance with the terms of the RSA, and that is prepared and distributed in accordance with Bankruptcy Code sections 1125, 1126(b), and 1145, Bankruptcy Rule 3018, and other applicable law.

~~67~~68. "*Disputed*" means, as to a Claim or an Interest, a Claim or an Interest: (a) that is not Allowed; (b) that is not disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

~~68~~69. "*DTC*" means The Depository Trust Company.

~~69~~70. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which (a) no stay of the Combined Order is in effect and (b) all conditions precedent to the occurrence of the Effective Date set forth in Article IX.B of the Plan have been satisfied or waived in accordance with Article IX.C of the Plan. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

~~70~~71. "*Employment Obligations*" means any existing obligations to employees to be assumed, reinstated, or honored, as applicable, in accordance with Article IV.O of the Plan.

~~71~~72. "*Entity*" means any entity, as defined in Bankruptcy Code section 101(15).

~~72~~73. "*Equity Security*" means any equity security, as defined in Bankruptcy Code section 101(16), in a Debtor.

~~73~~74. "*Estate*" means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to Bankruptcy Code section 541.

~~74~~75. "*Exchange Act*" means the Securities Exchange Act of 1934, as amended, 15 U.S.C. § 78a, et seq., or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

~~75~~76. "*Exculpated Parties*" means, collectively, ~~and in each case in its capacity as such: (a)~~ the Debtors ~~and (b) the directors, officers, or managers of any Debtor~~.

~~76~~77. "*Executory Contract*" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption, and assignment, or rejection under Bankruptcy Code sections 365 or 1123, including any modification, amendments, addenda, or supplements thereto or restatements thereof.

~~77~~78. "*Existing CURO Interests*" means the Interests in CURO immediately prior to the consummation of the transactions contemplated in this Plan.

~~78~~79. "*Exit Facility*" means the term loan facility comprised of the Exit Term Loans to be incurred by the Reorganized Debtors and applicable guarantors on the Effective Date pursuant to the Exit Facility Credit Agreement.

~~79~~80. "*Exit Facility Agent*" means the administrative agent, collateral agent, or similar Entity under the Exit Facility Credit Agreement.

~~80~~81. "*Exit Facility Credit Agreement*" means the credit agreement with respect to the Exit Facility, as may be amended, supplemented, or otherwise modified from to time.

~~81~~82. "*Exit Facility Documents*" means, collectively, the Exit Facility Credit Agreement and any other agreements or documents memorializing the Exit Facility, as may be amended, restated, supplemented, or otherwise modified from time to time.

~~82~~83. "*Exit Term Loans*" means the term loans provided under the Exit Facility on the terms and conditions set forth in the Exit Facility Credit Agreement, which shall include the First Out Exit Term Loans and the Second Out Exit Term Loans.

~~83~~84. "*Federal Judgment Rate*" means the federal judgment rate in effect as of the Petition Date.

~~84~~85. "*File*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

~~85~~86. "*Final DIP Order*" means one or more Final Orders approving the DIP Facility and the DIP Facility Documents, and authorizing the Debtors' use of Cash Collateral.

~~86~~87. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, leave to appeal, or other proceeding for a new trial, reargument, or rehearing thereof has been timely sought, or, if an appeal, leave to appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or leave to appeal or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided*, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or Bankruptcy Code sections 502(j) or 1144 has been or may be filed with respect to such order or judgment.

~~87~~88. "*Final Securitization Order*" means one or more Final Orders approving the Securitization Facilities and the Securitization Facilities Amendments.

~~88~~89. "*First Out Exit Term Loans*" means the first priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement.

~~89~~90. "*General Unsecured Claim*" means any Claim that is not (a) an Administrative Claim, (b) a Priority Tax Claim, (c) a DIP Claim, (d) an Other Secured Claim, (e) an Other Priority Claim, (f) a Prepetition 1L Term Loan Claim, (g) a Prepetition 1.5L Notes Claim, (h) a Prepetition 2L Notes Claim, (i) an Intercompany Claim, (j) a Section 510(b) Claim, (k) a Securitization Facilities Claim, or (l) a Postpetition Securitization Facilities Claim. For the avoidance of doubt, the Private Placement Notes Guarantee Claims shall be General Unsecured Claims.

~~90~~91. "*Governance Documents*" means, as applicable, the organizational and governance documents for the Reorganized Debtors, which will give effect to the Restructuring Transactions, including, without limitation, New Stockholders' Agreement, certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements, shareholder agreements (or equivalent governing documents), and the identities of proposed members of the board of directors of Reorganized CURO which documents shall be consistent with the Governance Term Sheet.

~~91~~92. "*Governance Term Sheet*" means the governance term sheet attached as Exhibit F to the RSA.

~~92~~93. "*Governing Body*" means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Reorganized Debtors, as applicable.

~~93~~94. "*Governmental Unit*" means any governmental unit, as defined in Bankruptcy Code section 101(27).

~~94~~95. "*Holder*" means an Entity or a Person that is the record owner of a Claim or Interest. For the avoidance of doubt, affiliated record owners of Claims or Interests managed or advised by the same institution shall constitute separate Holders.

~~95~~96. "*Impaired*" means "impaired" within the meaning of Bankruptcy Code section 1124.

~~96~~97. "*Indemnification Obligation*" means each of the Debtors' indemnification provisions currently in place, whether in the Debtors' bylaws, certificates of incorporation or other formation or governing documents, board resolutions, management or indemnification agreements, employment or service contracts, or otherwise for the benefit of the current, former, or future directors of the Debtors or the Reorganized Debtors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

~~97~~98. "*Indemnified Parties*" means, each of the Debtors' respective current or former directors, director nominees, managers, managing members, officers, members (including any *ex officio* members), equity holders, employees, accountants, investment bankers, attorneys, other professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

~~98~~99. "*Information Officer*" means FTI Consulting Canada Inc. in its capacity as the Canadian Court appointed information officer in the Canadian Recognition Proceeding.

~~99~~100. "*Intercompany Claim*" means any Claim against a Debtor or a non-Debtor subsidiary of CURO held by a Debtor or a non-Debtor subsidiary of CURO. For the avoidance of doubt, the CURO SPV Term Loan Claims shall not be Intercompany Claims.

~~100~~101. "*Intercompany Interest*" means an Interest in a Debtor or non-Debtor subsidiary of CURO held by a Debtor.

~~101~~102. "*Interest*" means, collectively, (a) any Equity Security and (b) any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable, or exchangeable securities or other agreements, arrangements, or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

~~102~~103. "*Interim DIP Order*" means one or more orders entered on an interim basis approving the DIP Facility and the DIP Facility Documents and authorizing the Debtors' use of Cash Collateral.

~~103~~104. "*Interim Securitization Order*" means one or more orders entered on an interim basis approving the Securitization Facilities and the Securitization Facilities Amendments.

~~104~~105. "*Joinder Agreement*" has the meaning set forth in the RSA.

~~105~~106. "*Judicial Code*" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

~~106~~107. "*Lien*" means a lien as defined in Bankruptcy Code section 101(37).

~~107~~108. "*List of Retained Causes of Action*" means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, which shall be included in the Plan Supplement.

~~108~~109. "*Management Incentive Plan*" means a management incentive plan reserving up to 10.00% of New Equity Interests on a fully-diluted basis as of the Effective Date.

~~109~~110. "*New Board*" means the board of directors or similar governing body of Reorganized CURO which shall be selected in accordance with the Governance Term Sheet.

~~110~~111. "*New Equity Interests*" means equity or membership interests in Reorganized CURO on and after the Effective Date in accordance with the Plan.

~~111~~112. "*New Stockholders' Agreement*" means that certain stockholders' agreement that will govern certain matters related to the governance of the Reorganized Debtors and which shall be consistent with the Governance Term Sheet; *provided, however*, that to the extent the Reorganized CURO is converted to a limited liability company upon emergence, the references to the New Stockholders' Agreement throughout the Plan shall instead refer to a new LLC operating agreement.

~~112~~113. "*New Warrant Agreement*" means an agreement setting forth the full terms and conditions of the Warrants, the form of which shall be included in the Plan Supplement, consistent with the terms set forth in the CVR and Warrant Term Sheet, and in the form and substance acceptable to the Company Parties and the Required Consenting Stakeholders.

~~113~~114. "*New Warrants*" means warrants to acquire 15% of the New Equity Interests, subject to dilution by the Management Incentive Plan, and otherwise consistent with the CVR and Warrant Term Sheet and the RSA.

~~114~~115. "*NYSE*" means the New York Stock Exchange.

~~115~~116. "*Other Priority Claim*" means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under Bankruptcy Code section 507(a).

~~116~~117. "*Other Secured Claim*" means any Secured Claim against the Debtors other than the DIP Claims, Priority Tax Claims, Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, the Securitization Facilities Claims or the Postpetition Securitization Facilities Claims.

~~117~~118. "*Person*" has the meaning set forth in Bankruptcy Code section 101(41).

~~118~~119. "*Petition Date*" means the date on which the Debtors commenced the Chapter 11 Cases.

~~119~~120. "*Plan*" means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the RSA, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits, supplements, appendices, and schedules hereto and thereto.

~~120~~121. "*Plan Distribution*" means a payment or distribution to Holders of Allowed Claims, Allowed Interests, or other eligible Entities under and in accordance with the Plan.

~~121~~122. "*Plan Equity Value*" means the deemed per share value of the New Equity Interests.

~~122~~123. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, instruments schedules, and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be Filed by the Debtors before the Combined Hearing or such later date as may be approved by the Bankruptcy Court on notice to parties in interest, including the following, as applicable: (a) the

principal Governance Documents; (b) the identity of the members of the New Board; (c) the Exit Facility Documents; (d) the Description of Transaction Steps (which shall, for the avoidance of doubt, remain subject to modification until the Effective Date and may provide for certain actions to occur prior to the Effective Date, subject to the consent of the Required Consenting Stakeholders); (e) the Rejected Executory Contract and Unexpired Lease List, if any; (f) the List of Retained Causes of Action; (g) the CVR Agreement; and (h) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

~~123~~124. "*Postpetition Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising after the Petition Date and prior to the Effective Date. All Postpetition Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

~~124~~125. "*Prepetition 1L Agent*" means Alter Domus (US) LLC, or any successor thereto, in its capacity as administrative agent and collateral agent under the Credit Agreement.

~~125~~126. "*Prepetition 1L Lenders*" means the lenders under the Prepetition 1L Term Loan Facility.

~~126~~127. "*Prepetition 1L Term Loan Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Credit Agreement, the "Loan Documents" referred to therein, and/or the Prepetition 1L Term Loan Facility. For the avoidance of doubt, the CURO SPV Term Loan Claims shall be Prepetition 1L Term Loan Claims.

~~127~~128. "*Prepetition 1L Term Loan Facility*" means the term loan under the Credit Agreement in an aggregate principal amount outstanding as of immediately prior to the Petition Date of approximately $177,667,450.47.

~~128~~129. "*Prepetition 1.5L Noteholders*" means the Holders of the Prepetition 1.5L Notes.

~~129~~130. "*Prepetition 1.5L Notes*" means the 7.500% Senior 1.5 Lien Secured Notes due 2028 issued by CURO pursuant to the Prepetition 1.5L Notes Indenture.

~~130~~131. "*Prepetition 1.5L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 1.5L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 1.5L Notes.

~~131~~132. "*Prepetition 1.5L Notes Indenture*" means that certain Indenture, dated as of May 15, 2023, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 1.5L Notes Trustee, including all amendments, modifications, and supplements thereto.

~~132~~133. "*Prepetition 1.5L Notes Trustee*" means U.S. Bank Trust Company, National Association, or any successor thereto, as trustee and collateral agent under the Prepetition 1.5L Notes Indenture.

~~133~~134. "*Prepetition 2L Noteholders*" means the Holders of the Prepetition 2L Notes.

~~134~~135. "*Prepetition 2L Notes*" means the 7.500% Senior Secured Notes due 2028 issued by CURO pursuant to the Prepetition 2L Notes Indenture.

~~135~~136. "*Prepetition 2L Notes Claims*" means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition 2L Notes Indenture and the "Indenture Documents" referred to therein, including all Claims in respect of principal amounts outstanding, interest, fees, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto, in each case, with respect to the Prepetition 2L Notes.

~~136~~137. "*Prepetition 2L Notes Distribution*" means (i) New Equity Interests equal to 10.1% of the outstanding New Equity Interests as of and after giving effect to the Effective Date, subject to dilution by the New Warrants and the Management Incentive Plan, and (ii) the New Warrants.

~~137~~138. "*Prepetition 2L Notes Indenture*" means that certain Indenture, dated as of July 30, 2021, among CURO, as issuer, the guarantors from time to time party thereto, and the Prepetition 2L Notes Trustee, including all amendments, modifications, and supplements thereto.

~~138~~139. "*Prepetition 2L Notes Trustee*" means Argent Institutional Trust Company (f/k/a TMI Trust Company), or any successor thereto, as trustee and collateral agent under the Prepetition 2L Notes Indenture.

~~139~~140. "*Private Placement Notes*" means the private placement notes issued by CURO SPV, secured by a Lien on the CURO SPV Term Loans and guaranteed by CURO.

~~140~~141. "*Private Placement Notes Amendment*" means an amendment to the Private Placement Notes, which amendment shall waive any defaults and events of default arising under the Private Placement Notes, make appropriate modifications to the terms of the Private Placement Notes to account for the making of the Second Out Exit Term Loans in satisfaction of the Prepetition 1L Term Loan Claims and otherwise on terms satisfactory to CURO and the Ad Hoc Group.

~~141~~142. "*Private Placement Notes Guarantee Claims*" means any and all Claims derived from, arising under, based upon, or related to CURO's guarantee of the Private Placement Notes.

~~142~~143. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in Bankruptcy Code section 507(a)(8).

~~143~~144. "*Pro Rata*" means, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

~~144~~145. "*Professional*" means a Person or an Entity: (a) retained pursuant to a Bankruptcy Court order in accordance with Bankruptcy Code sections 327, 363, or 1103 and to be compensated for services rendered prior to or on the Effective Date, pursuant to Bankruptcy Code sections 327, 328, 329, 330, 331, and 363; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to Bankruptcy Code section 503(b)(4).

~~145~~146. "*Professional Fee Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses of Professionals estimate they have incurred or will incur in rendering services to the Debtors as set forth in Article II.C of the Plan.

~~146~~147. "*Professional Fee Claim*" means a Claim by a Professional seeking an award by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under Bankruptcy Code sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5).

~~147~~148. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

~~148~~149. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

~~149~~150. "*Reinstate*" means reinstate, reinstated, or reinstatement with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with Bankruptcy Code section 1124. "Reinstated" and "Reinstatement" shall have correlative meanings.

~~150~~151. "*Rejected Executory Contract and Unexpired Lease List*" means the list, as determined by the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list, as may be

amended from time to time, with the consent of the Debtors, in consultation with the Ad Hoc Group and the Securitization Facilities Parties, shall be included in the Plan Supplement.

~~151~~152. "*Related Party*" means with respect to a Person, each of such Person's, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

~~152~~153. "*Released Party*" means, each of, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each Consenting Stakeholder; (d) each Agent/Trustee; (e) each DIP Backstop Commitment Party and each DIP Lender; (f) the Information Officer; (g) the Securitization Facilities Parties; (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

~~153~~154. "*Releasing Party*" means, each of, and in each case in its capacity as such: (a) the Debtors; (b) the Reorganized Debtors; (c) each Company Party; (d) each DIP Backstop Commitment Party and each DIP Lender; (e) each Agent/Trustee; (f) the Securitization Facilities Parties; (g) each Consenting Stakeholder; (h) all Holders of Claims or Interests that vote to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (i) all Holders of Claims that are deemed to accept the Plan who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (j) all Holders of Claims or Interests that abstain from voting on the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot indicating that they opt not to grant the releases provided in the Plan; (k) all Holders of Claims or Interests that vote to reject the Plan or are deemed to reject the Plan and who do not affirmatively opt out of the releases provided by the Plan by checking the box on the applicable ballot or notice of non-voting status indicating that they opt not to grant the releases provided in the Plan; (l) with respect to each of the Entities in clauses (a) through (g), such Entities' Related Parties, in each case solely in their capacity as such; *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article VIII.D of the Plan; or (y) timely objects to the releases contained in Article VIII.D of the Plan and such objection is not resolved before Confirmation.

~~154~~155. "*Reorganized CURO*" means either (i) CURO, as reorganized pursuant to and under the Plan or any successor thereto (or as converted from a corporation to another form of entity, as agreed upon between the Debtors and the Ad Hoc Group), or (ii) a newly-formed Entity formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Company Parties and, on the Effective Date, issue the New Equity Interests (and in each case including any other newly-formed Entity formed to, among other things, effectuate the Restructuring Transactions and issue the New Equity Interests); *provided*, that such determination shall be consistent with the consent rights contained in Section 3.02 of the RSA.

~~155~~156. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date.

~~156~~157. "*Required Consenting 1.5L Noteholders*" means, as of the relevant date, Consenting 1.5L Noteholders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1.5L Notes that are held by Consenting 1.5L Noteholders as of the Effective Date.

~~157~~158. "*Required Consenting First Lien Lenders*" means, as of the relevant date, Consenting 1L Lenders holding, collectively, at least 50.01% of the aggregate outstanding principal amount of Prepetition 1L Term Loan Claims that are held by Consenting 1L Lenders as of the Effective Date.

~~158~~159. "*Required Consenting Stakeholders*" means the Required Consenting First Lien Lenders and the Required Consenting 1.5L Noteholders.

~~159~~160. "*Restructuring Expenses*" means the reasonable and documented fees and expenses of (i) the Ad Hoc Group Advisors accrued since the inception of their respective engagements related to the implementation of the Restructuring Transactions and not previously paid by, or on behalf of, the Debtors, and (ii) the advisors to the Securitization Facilities Parties.

~~160~~161. "*Restructuring Transactions*" means the transactions described in Article IV.B of the Plan.

~~161~~162. "*RSA*" means that certain Restructuring Support Agreement, entered into as of March 22, 2024, by and among the Debtors and the other parties thereto, including all exhibits thereto, as may be amended, modified, or supplemented from time to time, in accordance with its terms, attached to the Disclosure Statement as Exhibit B.

~~162~~163. "*SEC*" means the United States Securities and Exchange Commission.

~~163~~164. "*Second Out Exit Term Loans*" means second priority Exit Term Loans on the terms set forth in the RSA and issued under the Exit Facility Credit Agreement in an aggregate principal amount equal to the Allowed amount of the Prepetition 1L Term Loan Claims (including the "Prepayment Premium" contemplated by the Prepetition 1L Term Loan Facility and interest accrued after the Petition Date, but excluding the Restructuring Expenses) on the Effective Date.

~~164~~165. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security made to the Debtors prior to the Petition Date; (c) for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a Claim; *provided* that a Section 510(b) Claim shall not include any Claims subject to subordination under Bankruptcy Code section 510(b) arising from or related to an Interest; and (d) any other claim determined to be subordinated under Bankruptcy Code section 510(b).

~~165~~166. "*Secured Claim*" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with Bankruptcy Code section 506(a) or (b) subject to a valid right of setoff pursuant to Bankruptcy Code section 553.

~~166~~167. "*Securities Act*" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

~~167~~168. "*Securitization Facilities*" means existing loan receivables securitization programs of the Debtors' non-Debtor Affiliates (i) First Heritage Financing I, LLC, a Delaware limited liability company, (ii) Heights Financing I, LLC, a Delaware limited liability company, (iii) Heights Financing II, LLC, a Delaware limited liability company, (iv) Curo Canada Receivables Limited Partnership, an Ontario limited partnership, or (v) Curo Canada Receivables II Limited Partnership, an Ontario limited partnership.

~~168~~169. "*Securitization Facilities Agents*" means, collectively, (i) Atlas Securitized Products Holdings, L.P., as successor to Credit Suisse AG, New York Branch, as structuring and syndication agent and administrative agent under the Heights I Credit Agreement and First Heritage Credit Agreement (each as defined in the Securitization Orders), (ii) Midtown Madison Management, LLC, as structuring and syndication agent and administrative agent under the Heights II Credit Agreement and Canada II Credit Agreement (each as defined in the Securitization Orders), and (iii) Waterfall Asset Management, LLC, as administrative agent under the Canada I Credit Agreement (as defined in the Securitization Orders).

~~169~~170. "*Securitization Facilities Amendments*" means all amendments, restatements, supplements, instruments and agreements related to the Securitization Facilities Documents entered into to permit the Securitization Facilities to continue during the Chapter 11 Cases and following the Effective Date.

~~170~~171. "*Securitization Facilities Claims*" means any and all Claims arising under or related to the Securitization Facilities arising prior to the Petition Date. All Securitization Facilities Claims shall be deemed Allowed to the extent provided for in the Securitization Orders.

~~171~~172. "*Securitization Facilities Documents*" means any documents governing the Securitization Facilities and any amendments, modifications, and supplements thereto entered into prior to the date hereof, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing entered into prior to the date hereof) related to or executed in connection therewith, other than the Securitization Facilities Amendments.

~~172~~173. "*Securitization Facilities Lenders*" means, collectively, (i) Atlas Securitized Products Funding 1, L.P., (ii) ACM AIF Evergreen P2 DAC SubCo LP, (iii) Atalaya A4 Pool 1 LP, (iv) Atalaya A4 Pool 1 (Cayman) LP, (v) ACM Alamosa I LP, (vi) ACM Alamosa I-A LP, (vii) ACM A4 P2 DAC SubCo LP, (viii) ACM AIF Evergreen P3 DAC SubCo LP, (ix) Atalaya Asset Income Fund Parallel 345 LP, (x) ACM AIF Evergreen P2 DAC SubCo LP, (xi) ACM AIF Co-Investment DAC SubCo LP, (xii) ACM A4 P2 DAC SubCo LP, (xiii) AIF Evergreen P3 DAC SubCo LP, (xiv) ACM Alamosa I LP, (xv) ACM A4 P3 DAC SubCo LP, (xvi) WF MARLIE 2018-1, LTD, and (xvii) Atalaya Hybrid Income Fund Evergreen Pool 1 LP, each in their capacity as a lender under one or more of the Securitization Facilities.

~~173~~174. "*Securitization Facilities Parties*" means, collectively, the Securitization Facilities Agents and the Securitization Facilities Lenders.

~~174~~175. "*Securitization Orders*" means, collectively, the Interim Securitization Order and the Final Securitization Order and any other Bankruptcy Court order approving the Debtors' continued utilization of the Securitization Facilities.

~~175~~176. "*Security*" means any security, as defined in section 2(a)(1) of the Securities Act.

~~176~~177. "*Third-Party Release*" means the release set forth in Article VIII.D of this Plan.

~~177~~178. "*Transfer Agreement*" has the meaning set forth in the RSA.

~~178~~179. "*Trustee Fees*" means outstanding reasonable and documented fees and expenses of the Prepetition 1L Agent, Prepetition 1.5L Notes Trustee, and the Prepetition 2L Notes Trustee.

~~179~~180. "*Unexpired Lease*" means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under Bankruptcy Code section 365.

~~180~~181. "*Unimpaired*" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code section 1124.

B. Rules of Interpretation.

For purposes of this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (2) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto (both as that term is defined herein and as it is defined in the RSA); (3) unless otherwise specified, any reference herein to an existing document, schedule, or

Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors or the Estates, the Chapter 11 Cases, the Canadian Recognition Proceeding, the Restructuring Transactions, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated under the Plan, the business or contractual arrangements or interactions between the Debtors and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the Securitization Facilities Amendments, the Securitization Orders, the New Warrants, the CVR Agreement and all other Definitive Documents, or any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing (the "Third-Party Releases").

Notwithstanding anything to the contrary in the foregoing, the releases set forth in the preceding paragraph shall not release any Released Party from any claim or Cause of Action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, criminal conduct or gross negligence.

Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

E. Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party will be released and exculpated from, any Claim or Cause of Action arising from the Petition Date through the Effective Date in connection with or arising out of the administration of the Chapter 11 Cases, the Canadian Recognition Proceeding, the negotiation and pursuit of the RSA, the Restructuring Transactions, the Governance Documents, the DIP Facility, the DIP Orders, the Canadian Recognition Order or other orders granted in the Canadian Recognition Proceeding, the Disclosure Statement, the Plan Supplement, the Plan and related agreements, instruments, and other documents, the solicitation of votes with respect to the Plan, the Exit Facility Documents, the New Warrants, the CVR Agreement and all other Definitive Documents, the solicitation of votes for, or confirmation of, the Plan, the funding of the Plan, the occurrence of the Effective Date, the administration of the Plan or the property to be distributed under the Plan, the issuance of securities under or in connection with the Plan, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors in connection with the Plan and the Restructuring Transactions, or the transactions in furtherance of any of the foregoing, other than Claims or Causes of Action in each case arising out of or related to any act or omission of an Exculpated Party that is a criminal act or constitutes actual fraud, willful misconduct, or gross negligence as determined by a Final Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated

Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of securities pursuant to the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan, including the issuance of securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability.

Solely with respect to the exculpation provisions, notwithstanding anything to the contrary in the Plan, the 1125(e) Covered Parties shall not incur liability for any Claim or Cause of Action related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan. No Entity or Person may commence or pursue a Claim or Cause of Action of any kind against any of the 1125(e) Covered Parties that arose or arises from, in whole or in part, a Claim or Cause of Action subject to the terms of this paragraph, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim or Cause of Action for actual fraud, gross negligence, or willful misconduct against any such 1125(e) Covered Party and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against such 1125(e) Covered Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

F. Injunction.

Except as otherwise expressly provided in this Plan or the Combined Order or for obligations issued or required to be paid pursuant to the Plan or the Combined Order, all Entities who have held, hold, or may hold Claims or Interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action subject to Article VIII.C, Article VIII.D, or Article VIII.E hereof, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, provided however, that no Claim or Cause of Action of any kind may be asserted, commenced or pursued against the Information Officer without leave of the Canadian Court.

21. hear and determine matters concerning any tax matters relating to the restructuring, including state, local, and federal taxes in accordance with Bankruptcy Code sections 346, 505, and 1146;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan, including under Article VIII hereof, regardless of whether such termination occurred prior to or after the Effective Date;

23. enforce all orders previously entered by the Bankruptcy Court; and

24. hear any other matter not inconsistent with the Bankruptcy Code.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the Governance Documents, the Exit Facility Documents, and the Securitization Facilities Amendments shall be governed by the jurisdictional provisions therein and the Bankruptcy Court shall not retain any jurisdiction with respect thereto.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

B. Additional Documents.

On or before the Effective Date, and consistent in all respects with the terms of the RSA, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

~~All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to Bankruptcy Code section 1128, shall be paid by each of the Reorganized Debtors (or the Disbursing Agent on behalf of each of the Reorganized Debtors) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.~~

All monthly operating reports then due shall be filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by the Debtors or the Reorganized Debtors on the Effective Date, and following the Effective Date, the Reorganized Debtors shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof), and shall file quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Reorganized Debtor shall remain obligated to pay such quarterly fees to the U.S. Trustee and to file quarterly reports until the earliest of that particular Reorganized Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

Dated: ~~March 28~~May 10, 2024

CURO GROUP HOLDINGS CORP.
on behalf of itself and all other Debtors

By: */s/ Douglas Clark*
Name: Douglas Clark
Title: Chief Executive Officer

This is Exhibit "E" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

ORDER GRANTING DEBTORS' EMERGENCY MOTION TO ESTIMATE UNLIQUIDATED CLAIM OF OF LEON'S FURNITURE LIMITED, TRANS GLOBAL INSURANCE COMPANY, AND TRANS GLOBAL LIFE INSURANCE COMPANY

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order") estimating the value of the unliquidated claim (the "TGI Claim") of Leon's Furniture Limited ("LFL"), Trans Global Insurance Company and Trans Global Life Insurance Company (together, "TGI") for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan, as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The TGI Claim is estimated at a value of no greater than $3.64 million for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan.

2. The TGI Claim estimation is without prejudice to the rights, defenses, and objections of the Debtors, TGI, and LFL to the merits of the TGI Claim. The TGI Claim estimation does not constitute an admission regarding liability or validity of the TGI Claim, or recognition of actual amounts owed. The TGI Claim estimation is solely for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan.

3. Epiq Corporate Restrucutring, LLC ("Epiq") as the Debtors' claims, noticing, and solicitation agent in these Chapter 11 Cases, is authorized and directed to update the claims register maintained in these Chapter 11 Cases to reflect the relief granted in this Order.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order

granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

6. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas
Dated: ____________, 2024

____
THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

This is Exhibit “F” referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

Court File No. CV-●

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AFFIDAVIT OF DOUGLAS D. CLARK
(sworn March 25, 2024)

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AFFIDAVIT OF DOUGLAS D. CLARK
(sworn March 25, 2024)

I, Douglas D. Clark, of Anderson Township, in the state of Ohio, MAKE OATH AND SAY:

1. I am the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. ("**CURO Parent**" and together with its direct and indirect subsidiaries, the "**Company**"). I have served as CURO Parent's Chief Executive Officer and as a director since November 2022. I first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. I was appointed President, N.A. Direct Lending in May 2022. As Chief Executive Officer of CURO Parent, I am familiar with the day-to-day operations, business and financial affairs, and books and records of the Company, including CURO Canada Corp. ("**CURO Canada**") and LendDirect Corp. ("**LendDirect**", and together with CURO Canada, the "**Canadian Debtors**"). As a result of my tenure with the Company, my review of public and non-public documents, and my discussions with other senior executives, I have knowledge of the matters contained in this Affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true. The Debtors (as defined below) do not waive or intend to waive any applicable privilege by any statement herein.

2. On March 25, 2024 (the "**Petition Date**"), CURO Parent and certain of its affiliates, including the Canadian Debtors (collectively, the "**Debtors**")[1], filed voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy**

[1] The "**Debtors**" include CURO Parent; Curo Financial Technologies Corp.; Curo Intermediate Holdings Corp. ("**CURO Intermediate**"); Curo Management, LLC ("**CURO Management**"); Curo Collateral Sub, LLC; CURO Ventures, LLC; CURO Credit, LLC; Ennoble Finance, LLC; Ad Astra Recovery Services, Inc.; Attain Finance, LLC; First Heritage Credit, LLC; First Heritage Credit of Alabama, LLC; First Heritage Credit of Louisiana, LLC; First Heritage Credit of Mississippi, LLC; First Heritage Credit of South Carolina LLC; First Heritage Credit of Tennessee, LLC; SouthernCo Inc.; Heights Finance Holding Co.; Southern Finance of South Carolina, Inc.; Southern Finance of Tennessee Inc.; Covington Credit of Alabama, Inc.; Quick Credit Corporation; Covington Credit, Inc.; Covington Credit of Georgia, Inc.; Covington Credit of Texas Inc.; Heights Finance Corporation; Heights Finance Corporation; LendDirect; and CURO Canada.

Court") pursuant to chapter 11 of title 11 of the United States Code (the "**U.S. Bankruptcy Code**"). The cases commenced by the Debtors in the U.S. Bankruptcy Court are referred to herein as the "**Chapter 11 Cases**" and collectively with the Canadian Recognition Proceedings (as defined below) referred to as the "**Restructuring Proceedings**." A copy of the Chapter 11 petition for each of CURO Parent, CURO Canada and LendDirect is attached as **Exhibit "A", Exhibit "B"** and **Exhibit "C"** hereto.

3. Contemporaneously with the filing of the petitions and the commencement of the Chapter 11 Cases, the Debtors filed a pre-packaged chapter 11 plan (the "**Plan**") and the related disclosure statement (the "**Disclosure Statement**"). A copy of the solicitation version of the Disclosure Statement (which attaches copies of each of the Plan and the Restructuring Support Agreement (as defined below) as an exhibit) is attached hereto as **Exhibit "D".**

4. The Debtors have filed certain first day motions (the "**First Day Motions**") in the Chapter 11 Cases seeking various relief from the U.S. Bankruptcy Court, including administrative orders, orders necessary to continue the Debtors' business operations in the ordinary course, and the entry of an order (the "**Foreign Representative Order**") authorizing CURO Parent to act as the foreign representative in respect of the Chapter 11 Cases (in such capacity, the "**Foreign Representative**"). A hearing in respect of the First Day Motions (the "**First Day Hearing**") is expected to be held by the U.S. Bankruptcy Court on March 25, 2024. If the U.S. Bankruptcy Court grants the requested orders (the "**First Day Orders**"), including the Foreign Representative Order, at the First Day Hearing, the orders are expected to be available on the same date or shortly thereafter.

5. This affidavit is sworn in support of an application made by CURO Parent, in its capacity as the proposed Foreign Representative, for:

(a) an order (the "**Interim Stay Order**") pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") and Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, among other things granting a stay of proceedings (the "**Interim Stay**") in respect of the Canadian Debtors, and their respective directors and officers;

(b) an order (the "**Initial Recognition Order**"), among other things:

(i) recognizing CURO Parent as the Foreign Representative in respect of the Chapter 11 Cases; and

(ii) recognizing the Chapter 11 Cases as a "foreign main proceeding" in respect of the Canadian Debtors; and

(c) an order (the "**Supplemental Order**"), among other things:

(i) recognizing certain First Day Orders issued by the U.S. Bankruptcy Court in the Chapter 11 Cases;

(ii) granting a stay of proceedings in respect of the Canadian Debtors and their respective directors and officers;

(iii) appointing FTI Consulting Canada Inc. ("**FTI**") as information officer in respect of these proceedings (in such capacity, the "**Information Officer**");

(iv) granting a Court-ordered charge (the "**Administration Charge**") over the assets and property of the Canadian Debtors in Canada in favour of Canadian counsel to the Canadian Debtors and the Foreign

Representative, the Information Officer and counsel to the Information Officer;

(v) granting Court-ordered charges to each of (A) the agent under the Canada SPV Facility (as defined below) (the "**Canada I Securitization Charge**") and (B) the agent under the Canada SPV II Facility (as defined below) (the "**Canada II Securitization Charge**" and together with the Canada I Securitization Charge, the "**Securitization Charges**") to secure the obligations of the Canadian Debtors under the Canada SPV Facility and the Canada SPV II Facility, respectively; and

(vi) granting a Court-ordered charge (the "**D&O Charge**") over the assets and property of the Canadian Debtors in Canada to secure the indemnity obligations of the Canadian Debtors to their directors and officers in respect of obligations and liabilities that such directors and officers may incur during these proceedings in their capacity as directors and officers.

6. The Interim Stay Order is being sought as soon as possible to ensure that the status quo is preserved in respect of the Canadian Debtors pending the granting of the Foreign Representative Order by the U.S. Bankruptcy Court. In particular, I am concerned that many of the leases, other agreements and the Canadian Operating Licences (as defined below) held by the Canadian Debtors contain provisions allowing the counterparties or the issuing regulator, as applicable, to terminate the agreement or cancel the Canadian Operating Licence upon commencement of insolvency proceedings by the Canadian Debtors or a change in the Debtors' financial condition. Accordingly, the Interim Stay Order is being requested to protect the business

of the Canadian Debtors (the "**Business**") from immediate actions of creditors and contract-counterparties in Canada.

7. Once the Foreign Representative Order and the First Day Orders have been issued by the U.S. Bankruptcy Court, CURO Parent, in its capacity as the Foreign Representative, intends to return to Court to seek the Initial Recognition Order and the Supplemental Order.

I. BACKGROUND

8. The Debtors, including the Canadian Debtors, are a group of companies operating an omni-channel consumer finance business founded more than 25 years ago to meet the growing needs of consumers looking for convenient and accessible financial and loan services. The Company currently operates store locations across 13 U.S. states and eight Canadian provinces (with additional services available online in one province and one territory) and employs approximately 2,856 employees, including 1,075 employees in Canada.

9. The Company, through the Canadian Debtors and the Canadian Non-Debtor Affiliates[2], operate the Company's consumer credit lending and financing services in Canada through over 150 store locations and an online platform. CURO Parent, directly or indirectly, provides management and strategic decision-making, along with other key services, to the Canadian Debtors and the Canadian Non-Debtor Affiliates. A copy of the organizational chart of the Company is attached hereto as **Exhibit "E"**.

10. As set out in the Declaration dated March 25, 2024 provided in support of the Chapter 11 Cases (the "**First Day Declaration**"), a copy of which (without exhibits) is attached hereto as

[2] The "**Canadian Non-Debtor Affiliates**" include CURO Canada Receivables GP Inc., CURO Canada Receivables II GP Inc., CURO Canada Receivables Limited Partnership ("**CURO Limited Partnership**") and CURO Canada Receivables II Limited Partnership ("**CURO II Limited Partnership**" and together with CURO Limited Partnership, the "**Canadian Partnerships**").

Exhibit “F”, over the last few years, the Company underwent a transformation—it dedicated significant financial and operational resources to maximizing operational efficiencies (at the corporate and branch levels), both in its geographic and product offerings, and sought out ways to strengthen liquidity while operating in a volatile macroeconomic environment. One of the key goals of this transformation was shifting the U.S. business model to focus on longer term, higher balance and lower interest rate credit products that have less regulatory and reputational risk than certain other financial products historically offered by the Company. In late 2022 and early 2023, the Company brought in a new C-suite to drive the renewed business plan forward.

11. As part of the strategic shift, the Company acquired two businesses and sold its legacy direct lending business in 2022 and its point-of-sale/buy-now-pay-later Canadian business in mid-2023, both of which dispositions allowed the Company to shed undesirable lines of business. At the same time, in an effort to bolster liquidity, the Company closed a debt transaction and securitization transaction in May and November 2023, respectively. In late 2023, the Company also explored refinancing of the Securitization Facilities (as defined below), which provide the means necessary for the Company to generate the liquidity for the Company’s operations, to extend the mid-2024 expiration of the recycling period for three of the Securitization Facilities. Unfortunately, the refinancing efforts were not successful, in large part because of the applicable lenders’ view that the Company’s balance sheet was over-leveraged. The resulting stress on liquidity, coupled with a failure to meet forecasted cash levels following the two dispositions noted above, left the Company cash strapped. As a result, after significant deliberation, the Company elected not to make certain interest payments due on February 1, 2024 on two tranches of corporate debt and, with the aid of its advisors, quickly began exploring various financing alternatives, including a comprehensive restructuring.

12. The Debtors' objectives in the Chapter 11 Cases are to deleverage the Company's balance sheet and provide a pathway to extending the Securitization Facilities, and, upon completion of the regulatory approval process, emerge as a going concern business through the proposed Plan. The Plan reflects a fully consensual deal with the Debtors' key stakeholders and leaves all general unsecured creditors (encompassing all trade, customer, employee and landlord claims) of the Canadian Debtors unimpaired, all as further set out in the restructuring support agreement, dated March 22, 2024 (the "**Restructuring Support Agreement**") and the exhibits thereto.

13. The Canadian Debtors are integrated members of the Company. CURO Parent, if appointed as the Foreign Representative, intends to seek recognition of the Canadian Debtors' Chapter 11 Cases in Canada to preserve the value of the Canadian Debtors' Business. At this time, CURO Parent is seeking the proposed Interim Stay Order to preserve stability for the Business. If granted, the proposed Interim Stay Order will provide a stay in favour of the Canadian Debtors, and, in doing so, give effect in Canada to the stay of proceedings in the Chapter 11 Cases to, among other things, prevent the termination of the leases for the stores operated by the Canadian Debtors or the continuation of claims against the Canadian Debtors in the immediate aftermath of the filing.

14. Once the Foreign Representative Order has been issued by the U.S. Bankruptcy Court, CURO Parent, in its capacity as Foreign Representative, intends to return to Court to seek the Initial Recognition Order and the Supplemental Order.

15. I am not aware of any foreign proceeding (as defined in subsection 45(1) of the CCAA) in respect of the Canadian Debtors other than the Chapter 11 Cases.

16. Capitalized terms used and not defined in this affidavit have the meanings given to them in the First Day Declaration.

17. Unless otherwise indicated, dollar amounts referenced in this affidavit are references to United States Dollars.

II. OVERVIEW OF THE COMPANY

A. Corporate History

18. The Company is a full-spectrum consumer credit lender providing a broad range of direct-to-consumer finance products to customers located in the U.S. and Canada. CURO Parent was founded in 1997 and is incorporated in Delaware. Over the past 25 years of operations, the Company has expanded geographically and diversified its product offerings, including through the acquisition of certain Canadian operations in 2011. In December of 2017, CURO Parent went public and began trading shares on the New York Stock Exchange ("**NYSE**") under the symbol "CURO." As further explained below, as of March 11, 2024, the common stock is trading on the Pink Sheets platform.

B. The Company's Business Operations

(i) Overview

19. The Company's operations focus on installment loans, revolving line-of-credit loans, single-pay loans and ancillary insurance products, while also offering a number of ancillary financial products such as optional credit protection, check cashing, money transfer services, car club, and other related memberships (collectively, the "**Consumer Lending Services**"). The money transfer product lines are only available in Canada, while membership plans are only offered in the United States. The Company designs its customer experience to allow consumers to apply for, update and manage their loans in the channels they prefer—in branch, via mobile device or over the phone.

20. The Company's Consumer Lending Services are licensed and governed by enabling federal and state legislation in the United States and federal, provincial, and municipal regulations in Canada. The Canadian Debtors collectively hold over 300 licences under applicable provincial and municipal regulations in order to provide the Consumer Lending Services in the applicable Canadian jurisdictions (the "**Canadian Operating Licences**"). The Canadian Operating Licences primarily consist of licences permitting the Canadian Debtors to offer certain financial products and third-party insurance products (the "**Insurance Products**"). The Insurance Products provide coverage to customers where they are unable to repay amounts owing due to certain events such as job loss or disability. In accordance with their statutory, regulatory and contractual obligations in connection with the Insurance Products, the Canadian Debtors collect and remit insurance premiums to the insurers at the time intervals established by the insurers. The Canadian Debtors remit insurance premiums in the approximate monthly amount of C$4.1 million. The Canadian Debtors have also provided letters of credit to the applicable regulators where required. The letters of credit are supported by a letter of credit account within the Debtors' cash management system. The Canadian Debtors intend to work closely with the applicable regulators in each case to coordinate compliance across the multiple jurisdictions and ensure there is no disruption to the Canadian Debtors' Business.

(ii) The Canadian Debtors

21. The Canadian Debtors provide services across Canada other than in Quebec and in two of the Territories.

22. CURO Canada was formed by amalgamation under the Ontario *Business Corporations Act* (the "**OBCA**") and has its registered office in Brampton, Ontario.[3] CURO Canada is also extra-

[3] CURO Canada was incorporated as Cash Money Cheque Cashing Inc. on June 26, 1992 under the OBCA. From 2011 to 2024, CURO Canada underwent a series of amalgamations, the most recent amalgamation being with Flexiti Financing Corp. ("**Flexiti**") (a corporation incorporated under the *Canada*

provincially registered in Alberta, British Columbia, Manitoba, Saskatchewan, Nova Scotia, New Brunswick and Newfoundland and Labrador. CURO Canada is indirectly wholly owned by CURO Parent. A copy of the Ontario corporate profile report for CURO Canada dated March 22, 2024 is attached hereto as **Exhibit "G"**.

23. LendDirect was formed by incorporation under the Alberta *Business Corporations Act* on September 5, 2015. Its registered office is a law firm in Edmonton, Alberta. LendDirect is also extra-provincially registered in Ontario, British Columbia, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Newfoundland and Labrador, Prince Edward Island and the Northwest Territories. LendDirect is indirectly wholly owned by CURO Parent. A copy of the Alberta corporate profile report for LendDirect dated March 22, 2024 is attached hereto as **Exhibit "H"**.

(iii) The CURO Brands & Operations

24. In the United States, the Company operates under several principal brands, including "Heights Finance," "Southern Finance," "Covington Credit," "Quick Credit," and "First Heritage Credit." In Canada, it operates under the "CashMoney" and "LendDirect" brands, through CURO Canada and LendDirect, respectively.

25. The Consumer Lending Services (other than membership plans) are offered to Canadian customers by CURO Canada through the CashMoney brand across eight provinces at approximately 150 retail locations and an online web platform, and by LendDirect across eight provinces and one Canadian territory through a series of online web platforms under the LendDirect brand. The Canadian Debtors do not offer services in Quebec.

Business Corporations Act on July 19, 2017 (which continued under the OBCA on December 22, 2023)), with the corporation resulting from that amalgamation continuing as "CURO Canada Corp.," being an Ontario amalgamated corporation.

26. The Company's average customer in the United States and Canada typically earns between $10,000 and $60,000 annually. The Company's target consumer utilizes the products provided by the Company and its industry at large for a variety of reasons, including, among others, the occurrence of unexpected expenses, a desire to avoid or inability to access traditional banking services, or an effort to improve their credit history and profile.

27. The Company's revenues are reported on a consolidated basis between its operations in Canada and in the United States. The approximate revenue of the Company for the years ended December 31, 2023, 2022 and 2021 was $672.4 million, $919.5 million and $783 million, respectively.

28. The majority (approximately 53.4%, 67.0% and 67.2% for the years ended December 31, 2023, 2022 and 2021, respectively) of the Company's consolidated revenues are generated from services provided within the United States.

(iv) Properties

29. The Company currently operates approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces. In Canada, the majority of the stores are in Ontario, with 92 of the approximately 150 stores located there. Each of the Canadian stores is subject to a lease agreement held by a Canadian Debtor. The Company does not own any real property in Canada.

30. While the Company's corporate operations are mostly conducted remotely, the Company maintains corporate offices located in Chicago, Illinois, Greenville, South Carolina and Wichita, Kansas. CURO Canada previously leased a location in Toronto, Ontario from which limited corporate services were provided, but as of February 28, 2023, this location was closed. The Canadian Debtors and the Canadian Non-Debtor Affiliates now rely entirely on the provision of

corporate services from the various locations in the United States and a limited number of employees working remotely in Canada.

(v) Workforce

31. As of the Petition Date, the Company employs approximately 2,856 employees, with approximately 1,781 of the employees located in the United States and the remaining 1,075 employees located in Canada (the "**Canadian Employees**"). Of the Canadian Employees: (i) 1,057 are full-time and 18 are part-time; and (ii) 1,025 are remunerated on an hourly basis and 50 are salaried. All Canadian Employees are employed by CURO Canada and, depending on their role, may service CURO Canada or LendDirect, or a combination of both.

32. The distribution of Canadian Employees, across provinces, as of the Petition Date was as follows:

Province	Number of Employees
Ontario	730
Alberta	104
British Columbia	130
Saskatchewan	41
Manitoba	26
Nova Scotia	28
Newfoundland and Labrador	11
New Brunswick	5

33. None of the employees are unionized or covered by a collective bargaining agreement. Other than store level hiring decisions, human resources functions are directed by human resources personnel in the United States.

34. Payroll for the Canadian Employees is managed in the United States by employees of CURO Management through a payroll service provider, ADP Canada Co. The Canadian Employees are paid on a bi-weekly basis two weeks in arrears. In Canada, each payroll is approximately C$2.5 million, including employer tax contributions.

35. The Canadian Debtors maintain a standard vacation policy that provides for 10 to 25 vacation days, dependent on tenure, in addition to days allotted for sick days, float days, and bereavement days, in each case on an annual basis. As of the Petition Date, the Canadian Debtors have an estimated accrued vacation pay liability of approximately C$1.4 million and an estimated accrued sick pay liability of approximately C$0.7 million.

36. As part of the Company's efforts to improve its operational efficiencies, the Company has made reductions in its workforce, including reductions in its Canadian workforce. As of the Petition Date, the Debtors have severance obligations of approximately $5 million, including approximately $1 million payable by the Canadian Debtors.

C. Prepetition Capital Structure

37. As of the Petition Date, the Company's capital structure includes approximately $2.1 billion of funded debt obligations, as summarized below:

($ in millions)	Capacity	Interest Rate	Maturity	Balance (in USD)
Debtor's Corporate Debt:				
1L Secured Term Loan	N/A	18.0% Fixed	Aug 2027	$ 178
1.5L Secured Notes	N/A	7.5% Fixed	Aug 2028	$ 682
2L Secured Notes	N/A	7.5% Fixed	Aug 2028	$ 318
			Subtotal:	**$ 1,178**
Non-Debtor SPV Funding Debt:				
Heights SPV	$375	1-Mo SOFR + 5.70%	July 2025	$301
Heights SPV II	$140	1-Mo SOFR + 8.50%	Nov 2026	$136
First Heritage SPV	$200	1-Mo SOFR + 4.40%	July 2025	$155
Canada SPV	C$400	3-Mo CDOR + 6%	Aug 2026	$252
Canada SPV II	C$150	3-Mo CDOR + 8%	Nov 2025	$80
			Subtotal:	**$924**
			Total:	**$2,102**

(i) Corporate Debt

38. The details of the Debtors' Corporate Debt (the "**Corporate Debt**") are set out in detail in the First Day Declaration. The Canadian Debtors are not obligors under the Corporate Debt. However, there are cross-default provisions between the Securitization Facilities (as defined below) and the Corporate Debt.

39. As of the Petition Date, the Corporate Debt consists of the following instruments and amounts of indebtedness:

(a) term loans in the approximate amount of $178 million, accruing interest at a rate of 18% per annum and maturing on August 2, 2027 (the "**Prepetition 1L Term Loans**");

(b) senior secured notes in the approximate amount of $682 million, accruing interest at a rate of 7.5% per annum and maturing on August 1, 2028 (the "**Prepetition 1.5L Notes**"); and

(c) senior secured notes in the approximate amount of $318 million, accruing interest at a rate of 7.5% per annum and maturing on August 1, 2028 (the "**Prepetition 2L Notes**").

(ii) Non-Debtor SPV Funding Debt

40. As of the Petition Date, the Company had five credit facilities pursuant to which loans receivable originated by the Debtors are sold to variable interest entities to collateralize debt incurred under each such facility (the "**Securitization Facilities**"). The borrowers under each of the Securitization Facilities are non-debtor bankruptcy remote special purpose vehicles (the "**SPVs**"). The Securitization Facilities generally provide that recycling will cease approximately one year prior to maturity. The Securitization Facilities are repaid when the applicable Debtor collects and turns over to the applicable agent funds on account of the loan receivables and during the amortization period beginning when the revolving period matures.

41. The cash generated from the Securitization Facilities provides a critical source of liquidity for day-to-day operations for the Company. Each Securitization Facility is secured primarily by a pool of secured and unsecured fixed-rate personal loans and related assets.

42. CURO Parent is a limited guarantor under each of the Securitization Facilities and the Canadian Debtors delivered a limited guarantee in connection with the Canada SPV II Facility (as defined below). The Canadian Debtors are the originators of loans which are sold to the Canadian Partnerships as security for the obligations under the Canada SPV Facility and the Canada SPV

II Facility (each as defined below). A summary of the Securitization Facilities used to fund the day-to-day operations of the Canadian operations is as follows:

(a) ***Canada SPV***. On August 2, 2018, CURO Limited Partnership entered into a non-recourse revolving warehouse facility with lenders party thereto and Waterfall Asset Management, LLC, as administrative agent (as amended, modified and supplemented from time to time, the "**Canada SPV Facility**"). The borrowing capacity under the Canada SPV Facility is currently approximately $340 million (or approximately C$400 million). The effective interest rate is 3-month CDOR plus 6.00%. The warehouse revolving period ends in July 2024. The facility matures on August 2, 2026. As of the Petition Date, the outstanding balance under the Canada SPV Facility was approximately $252 million. The general partner of CURO Limited Partnership is CURO GP.

(b) ***Canada SPV II***. On May 12, 2023, CURO II Limited Partnership entered into a non-recourse revolving warehouse facility with lenders party thereto and Midtown Madison Management LLC, as administrative agent (as amended, modified and supplemented from time to time, the "**Canada SPV II Facility**" and together with the Canada SPV Facility, the "**Canadian Securitization Facilities**"), to finance loans in Canada. The effective interest rate is three-month CDOR plus 8.00%. The warehouse revolving period ends and the facility matures on November 12, 2025. The borrowing capacity under Canada SPV II Facility is currently approximately $112 million (or approximately C$150 million). As of the Petition Date, the outstanding balance under the Canada SPV II Facility was approximately $80 million. The general partner of CURO II Limited Partnership is CURO II GP.

43. The Canadian Debtors and the Canadian Non-Debtor Affiliates have worked closely with the lenders under the Canadian Securitization Facilities (the "**Canadian SPV Lenders**") in the period leading up to the commencement of the Restructuring Proceedings and such Canadian SPV Lenders have indicated their support of the relief sought therein. As described in further detail below, the Debtors and the Canadian Non-Debtor Affiliates have agreed to provide the SPV Lenders certain additional financial concessions, liens over certain assets of the Debtors and certain non-Debtors, and information from the Canadian Non-Debtor Affiliates, in exchange for their cooperation both in these proceedings and post-emergence.

44. In addition to the Canadian Securitization Facilities, there are three other non-recourse revolving warehouse facilities that are used to generate cash to provide liquidity for the day-to-day operations of the United States-based Debtors and non-Debtor affiliates. The additional Securitization Facilities are not used to fund the operations of the Canadian Debtors.

(iii) Intercompany Relationships

45. As is customary for a multi-national enterprise, the United States-based Debtors transact with each other and the Canadian Debtors on a regular basis in the ordinary course of business. The Debtors engage in such intercompany transactions to, among other things, provide enterprise-wide support services, divide the costs of shared services agreements, complete transactions with administrative ease, and facilitate operations on a daily basis. These transactions are recorded in different ways on the Company's general ledger, including through trade payables. The Company does not currently record these transactions as intercompany loans.

46. Pursuant to two management service agreements each dated September 7, 2017, a predecessor of CURO Canada and LendDirect each contracted for management services from

CURO Management. Pursuant to these agreements, the Canadian Debtors pay for intercompany services necessary to operate the Canadian Debtors' Business, including accounting, financial reporting, technical and computer support, legal and regulatory, employee training, marketing and advertising support, corporate development, operations guidance and support, and other various services key to the Canadian Debtors' operations. Services are billed on a monthly or quarterly basis. Historically, the Canadian Debtors have paid approximately C$12-20 million per year for management services. In addition, CURO Canada is party to a licensing agreement with CURO Management (entered into by their respective predecessors) for a licence to use CURO Management's loan tracking and management software. LendDirect does not have a written agreement for use of the software but uses it under the terms and conditions of the licensing agreement. Historically, the Canadian Debtors have paid approximately C$15 million per year for licensing services.

(iv) Taxes

47. The Canadian Debtors typically remit GST/HST on an annual basis. The Debtors estimate that they owe approximately C$3.8 million for the 2023 year which is payable in June 2024.

48. The Canadian Debtors are current on all source deductions and employee related taxes other than amounts which have accrued but are not yet due.

49. The Canadian Debtors also have federal corporate income tax liability totalling approximately $9.5 million in respect of the 2023 tax year (which will become payable in June 2024) and accrued amounts in respect of the 2024 tax year. The Canadian Debtors also have outstanding Alberta corporate income tax.

50. The Debtors have an outstanding dispute with CRA in respect of taxes owed in connection with the 2023 sale of the Flexiti business. There is an escrow account established to satisfy substantially all of the tax obligations if the Debtors are ultimately required to remit such amounts.

(v) Litigation

51. In the ordinary course of business, the Company is subject to certain litigation disputes with its stakeholders including employment and property damage or personal injury claims related to conduct at or near their store locations. The Canadian Debtors are defendants in a limited number of small claims court actions with their customers regarding their loan payments and plaintiffs in certain actions related to non-payment by customers. CURO Canada is also a defendant in a lawsuit seeking indemnification related to fees on pre-paid debit cards. Certain of the claims have upcoming deadlines that will require the Canadian Debtors to devote resources to the litigation during the pendency of the Restructuring Proceedings if they are not stayed.

(vi) Unsecured Creditors

52. In addition to the debt obligations set out above, as of the Petition Date, the Debtors owe approximately $42 million on account of general unsecured claims, which are, among others, claims held by trade creditors and vendors, certain former employees, taxes, contingent claims held on account of pending litigation and claims held on account of accrued rents. The Canadian Debtors owe approximately $1.5 million of unsecured claims to third parties.

(vii) Debtors' Current Cash Position

53. As of the Petition Date, the Debtors have approximately $35 million in cash on hand, of which approximately $22 million is held by the Canadian Debtors.

(viii) CURO Stock

54. CURO Parent's common stock was traded on the NYSE under the symbol "CURO," until March 11, 2024 when it was suspended from trading due to noncompliance with NYSE listing standards. CURO's common stock now trades on the Pink Sheets platform operated by OTC Markets Group, Inc. under the symbol "CURO". CURO Parent's stock does not trade on any exchanges in Canada.

D. Lien Searches

55. I am advised by Alec Hoy of Cassels Brock & Blackwell LLP ("**Cassels**"), Canadian counsel to the proposed Foreign Representative and the Canadian Debtors, and do verily believe, that lien searches (the "**PPSA Searches**") with a currency date of March 21, 2024 were conducted against the Canadian Debtors in their respective jurisdiction of incorporation and in all jurisdictions in which the Canadian Debtors are extra-provincially registered. In summary, the following PPSA Searches were conducted:

(a) in respect of CURO Canada, PPSA Searches were conducted in the applicable personal property lien registries in Ontario, New Brunswick, Nova Scotia, British Columbia, Manitoba, Newfoundland and Labrador, Alberta, and Saskatchewan; and

(b) in respect of LendDirect, PPSA Searches were conducted in the applicable personal property lien registries in Alberta, Ontario, New Brunswick, Nova Scotia, British Columbia, Manitoba, Newfoundland and Labrador, Prince Edward Island, Saskatchewan and the Northwest Territories.

56. I am advised by Alec Hoy of Cassels that, in respect of the Canadian Debtors, the PPSA Searches disclosed the following registrations:

(a) Midtown Asset Management LLC as administrative agent under the Asset-Backed Revolving Credit Agreement dated as of May 12, 2023, filed registrations against CURO Canada in Ontario and against LendDirect in Ontario and Alberta over pledged investment property being the shares of CURO II GP and CURO II Limited Partnership;

(b) CURO Limited Partnership filed registrations against CURO Canada in Ontario and against LendDirect in Ontario and Alberta over (i) certain accounts and (ii) collection bank accounts of CURO Canada and LendDirect;

(c) CURO II Limited Partnership filed registrations against CURO Canada in Ontario and against LendDirect in Ontario and Alberta over (i) certain accounts and (ii) collection bank accounts of CURO Canada and LendDirect;

(d) Royal Bank of Canada ("**RBC**") filed a registration against CURO Canada in Ontario on March 22, 2024; and

(e) Dell Financial Services Canada Limited ("**Dell**") filed a registration against a predecessor entity to CURO Canada in Ontario related to specific leased equipment.

A summary of the results of the PPSA Searches is attached hereto as **Exhibit "I"**.

III. THE INTEGRATION OF THE CANADIAN DEBTORS AND CANADIAN BUSINESS

57. As referenced above, the Canadian Debtors are members of the broader integrated Company group that is centrally managed by the Company's management and leadership team in the United States. In particular, the following elements of the Canadian Business, among others, are integrated with the Company:

(a) the Canadian Debtors are each direct, wholly-owned subsidiaries of CURO Intermediate, which is a Delaware corporation, and indirect, wholly-owned subsidiaries of CURO Parent, which is a Delaware corporation, publicly traded in the U.S.;

(b) CURO Parent delivered separate guarantees in connection with the Canadian Securitization Facilities which include: (i) guaranty in connection with the Canada SPV Facility of (x) the covenants, agreements and certain obligations of the Canadian Debtors under the transaction documents and (y) damages, losses, claims and costs in certain limited circumstances; and (ii) limited guaranty in connection with the Canada SPV II Facility of (x) certain indemnified obligations, which include obligations of the Canadian Debtors, and (y) certain costs and expenses incurred by the agent under such Canada SPV II Facility in certain circumstances;

(c) the Company's senior leadership located entirely in the United States exercises primary strategic management and control of the corporate group, including the Canadian Debtors;

(d) the Canadian Debtors, with the exception of a director of compliance and a small team of approximately 40 employees that report to the United States management team, are reliant on the Company's management team located in the United States to fulfill all key management and back office functions, including administrative, tax, accounting, cash management, finance, treasury, legal, human resources and other executive-level functions;

(e) the Canadian Debtors rely on the proprietary software owned by CURO Management, a United States-based Debtor, to conduct their business;

(f) the Canadian Debtors' overall financial position is managed on a consolidated basis by the Company's management team located in the United States and, for financial reporting purposes and in satisfying CURO Parent's reporting obligations with the Securities and Exchange Commission, the Company reports the financial results of the entire corporate group, including the Canadian Debtors, on a consolidated basis;

(g) on a repeated basis, CURO Parent has made statements in its public filings that the Company's operations, including those of the Canadian Debtors, are integrated across the Company's brands and geographies and headquartered in the United States;

(h) payroll processing for the Canadian Employees is processed in Canada but is directed exclusively by a management team located in the United States;

(i) substantially all of the utilities for the Canadian Debtors' store locations are provided pursuant to a contract between CURO Management and the third-party utility provider, typically located in the United States; and

(j) the Canadian Debtors' only registered secured creditors, other than Dell with respect to the leased computer equipment and RBC with respect to its registration, are the Canadian Partnerships (which are the borrowers under the Canadian Securitization Facilities) in respect of accounts holding proceeds of loans sold to the Canadian Partnerships and the agent under the Canada SPV II Facility in

respect of equity interests of the applicable Canadian SPV and its general partner. The parties with an economic interest in the Canadian Partnerships, being the Canadian SPV Lenders, are located in New York. The addresses for notice under the governing documents for the Canadian Securitization Facilities are exclusively United States addresses, save for one notice address for corporate Canadian counsel, making it clear to the lenders thereto that issues will be addressed by decision-makers outside of Canada.

58. In summary, the Canadian Debtors are integrated members of the broader Company group that is centrally managed from an overall strategic and financial perspective by a management team in the United States, with creditors looking to the parties in the United States for action on their contractual obligations.

IV. EVENTS PRECIPITATING THE REORGANIZATION PROCEEDINGS

59. The events leading up to and necessitating the commencement of the Chapter 11 Cases and these proceedings (the "**Canadian Recognition Proceedings**") are set out in further detail in the First Day Declaration.

60. In the two years leading up to the Petition Date, the Company took significant steps aimed at (i) shifting its business model in the U.S. to focus on longer term, higher balance and lower interest rate credit products, (ii) optimizing its business operations, and (iii) strengthening the Company's liquidity. Additionally, in the face of challenging macroeconomic factors, in May and November 2023, the Company took proactive steps by attempting to strengthen its liquidity through two debt transactions and extend its operating liquidity by refinancing the Securitization Facilities.

61. While some of the Company's efforts were successful, it became apparent in January 2024 that, as a result of the Company's balance sheet being over-leveraged, it needed to undergo a comprehensive restructuring to facilitate the refinancing of the Securitization Facilities. As more fully set out in the First Day Declaration, following the Company's determination that it would not be making interest payments due under certain of the Corporate Debt instruments, the Company began focusing its efforts on engaging with its stakeholders and other third parties toward a comprehensive financial restructuring.

62. Despite the Company receiving support from many of the parties with whom it spoke, it was made clear that such support was contingent on the Company deleveraging its balance sheet. Following an exploration of its options, the Company, with the assistance of its advisors, determined that an in-court balance sheet restructuring was necessary to ensure that the Company could remain a profitable and cash-positive business.

V. THE RESTRUCTURING SUPPORT AGREEMENT, THE PROPOSED PLAN AND PROPOSED DIP FINANCING

63. In light of the financial position of the Company and the general support from the stakeholders, the negotiations with the lenders proceeded swiftly. These good faith negotiations resulted in the applicable parties' entry into the Restructuring Support Agreement.

A. The Forbearance Agreements and Waivers

64. Given that as of February 1, 2024, the Company was operating within the grace period under the various debt facilities, discussions with the lenders proceeded swiftly. By late February, the Debtors' negotiations with the various stakeholders, including a group of holders of Prepetition 1L Term Loans, Prepetition 1.5L Notes and Prepetition 2L Notes represented by Wachtell, Lipton, Rosen & Katz and Houlihan Lokey Inc. (the "**Ad Hoc Group**"), were advancing. The Debtors were also engaged in negotiations with the lenders under the various Securitization Facilities to

negotiate terms of waivers of various cross-defaults and terms for amending the Securitization Facilities to provide the Company and its corporate lenders with comfort that the Company would be able to emerge from the Restructuring Proceedings poised for long term success. To give the parties additional time to finalize negotiating and documenting the restructuring proposal and the amendments to the Securitization Facilities, the Debtors and their lenders, including members of the Ad Hoc Group, agreed to enter into (1) a waiver of default from lenders holding more than 80% in amount of Prepetition 1L Term Loans; (2) a forbearance agreement with holders of approximately 84% of the outstanding aggregate principal amount of Prepetition 1.5L Notes; and (3) a forbearance agreement with holders of approximately 74% of the outstanding aggregate principal amount of Prepetition 2L Notes (collectively, the "**Forbearance Agreements and Waiver**"). Under the terms of the Forbearance Agreements and the Waiver, the lenders agreed not to exercise any remedies against the Debtors until March 18, 2024, subject to certain terms and conditions. On March 15, 2024, the grace periods under the Forbearance Agreements and Waiver were extended through March 25, 2024 to give the parties additional time to finalize the restructuring negotiations.

B. The Restructuring Support Agreement and the Plan

65. On March 22, 2024, the Debtors entered into the Restructuring Support Agreement with (a) holders of in excess of 82% of the Prepetition 1L Term Loans, (b) holders of in excess of 84% of the Prepetition 1.5L Notes and (c) holders of in excess of 74% of the Prepetition 2L Notes. The Restructuring Support Agreement contemplates a balance sheet restructuring effectuated with the reinstatement of certain obligations and an equitization transaction accomplished through confirmation of the Plan.

66. Among other things, the Plan provides for the reinstatement of certain senior prepetition debt, and an equitization transaction, by which certain of the Company's prepetition and

postpetition lenders will emerge as equity holders. The existing equity holders will receive contingent value rights, which will allow them to realize on potential upside the Company expects to experience subsequent to the reorganization. The Chapter 11 Cases provide the Company with a clear pathway towards continued growth and transformation. The Plan leaves all known general unsecured creditors unimpaired and will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process. The Debtors commenced soliciting votes for or against the Plan prior to the Petition Date. The Debtors believe they will have the necessary votes for the Plan to be confirmed.

67. With the full support of their lenders, the Debtors are seeking authority to move through the chapter 11 process on an expedited basis: confirmation in 50 days or less and emergence in not more than 120 days, following a regulatory approval process. The proposed schedule for the confirmation process is set out below:

Event	Date
Voting Record Date	March 13, 2024
Solicitation Commencement Date	March 24, 2024
Voting Deadline	April 19, 2024, at 4:00 p.m., prevailing Central Time
Opt-Out Deadline	April 19, 2024, at 4:00 p.m., prevailing Central Time
Objection Deadline	April 23, 2024, at 4:00 p.m., prevailing Central Time
Combined Hearing	April 30, 2024, or such other date as the Court may direct

68. Pursuant to the Restructuring Support Agreement, the Debtors' implementation of the Plan in the Chapter 11 Cases is subject to a series of milestones (the "**Milestones**"). Upon a failure by the Debtors to satisfy their obligations in accordance with the Milestones, the counterparties to

the Restructuring Support Agreement are permitted to terminate the agreement. A summary of the Milestones is as follows:

Milestone[4]	**Deadline**
Debtors to cause solicitation of votes on the Plan	March 25, 2024
Petition Date	March 25, 2024
Filing of the Plan and Disclosure Statement	Petition Date +1 business day
U.S. Bankruptcy Court's entry of (i) interim DIP Order and (ii) interim order approving the Securitization Facilities	Petition Date +3 business days
U.S. Bankruptcy Court's entry of (i) final DIP Order and (ii) a final order approving the Securitization Facilities	Petition Date +45 calendar days
U.S. Bankruptcy Court's entry of order confirming the Plan and approving the Disclosure Statement	Petition Date +50 calendar days
Occurrence of the Effective Date under the Plan	Petition Date +120 calendar days

69. The Canadian SPV Lenders are supportive of the Plan and have agreed to work with the Company through these reorganization proceedings. At this time, the Canadian Recognition Proceedings is intended to facilitate a stay and prevent harm to the ongoing business while the Debtors effectuate a balance sheet restructuring through the Chapter 11 Cases.

C. The Proposed DIP Financing

70. In connection with the Chapter 11 Cases, the Debtors obtained debtor in possession financing in the form of a $70 million multi-draw facility (the "**DIP Facility**"), which amounts are intended to be used to, among other things, fund the Debtors operations during the Chapter 11 Cases and maintain the necessary liquidity thresholds to continue utilization of the Securitization

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[4] Terms not otherwise defined herein have the meaning given to them in the Restructuring Support Agreement.

Facilities. Because the Debtors will continue their pre-filing cash management system, funds available under the DIP Facility may indirectly flow to the Canadian Debtors to enable their continued operation during the Canadian Recognition Proceedings.

71. The Canadian Debtors and the Canadian Non-Debtor Affiliates are not borrowers under the DIP Facility and are not obligors thereunder. Accordingly, the DIP Facility will not prime the Canadian Securitization Facilities or any secured creditors of the Canadian Debtors and any orders received in connection therewith are not expected to apply to the Canadian Debtors.

VI. RELIEF SOUGHT

A. Interim Stay Order

72. By operation of the U.S. Bankruptcy Code, the Debtors (including the Canadian Debtors and the Canadian Partnerships) obtained the benefit of an automatic stay of proceedings upon the filing of the petitions with the U.S. Bankruptcy Court. The proposed Interim Stay Order provides for a stay of proceedings in favour of the Canadian Debtors in respect of the Business and property in Canada. The proposed Interim Stay Order also provides for a stay of proceedings in favour of the directors and officers of the Canadian Debtors (the "**Directors and Officers**") in Canada. The proposed Interim Stay will give effect in Canada to the stay of proceedings in the Chapter 11 Cases and provide stability and preserve the value of the Canadian Business until CURO Parent can be duly appointed as the Foreign Representative by the U.S. Bankruptcy Court and return before this Court to seek the Initial Recognition Order and Supplemental Order.

73. It is important for the Canadian Debtors to be protected by a stay of proceedings and from enforcement rights in Canada pursuant to a Canadian court order. It is critical to the preservation of the value of the Canadian Business and the Debtors' overall efforts to successfully implement a global restructuring of its operations that the Interim Stay Order is granted to protect against the

exercise of rights or remedies against the Canadian Debtors in Canada from any counterparties to agreements held by the Canadian Debtors such as any of the applicable approximately 150 leases in Canada.

B. Recognition of Foreign Main Proceedings

74. Notwithstanding the fact that CURO Canada's and LendDirect's registered offices are a CashMoney branch location and a law firm in Edmonton, respectively, the centre of main interests for the Canadian Debtors is in the United States. As evidenced by the factors set out above and throughout herein, the Canadian Debtors are centrally managed from an overall strategic and financial perspective from a management team in the United States.

75. I believe that a recognition order, including a stay of proceedings affecting all of its Canadian creditors, will support the Company's goals in the Chapter 11 Cases. I believe that the position of the Canadian Debtors' unique creditors will not be materially prejudiced by the recognition of the Canadian Debtors' Chapter 11 Cases, by the imposition of the stay of proceedings, or by permitting the Canadian Debtors to continue operations during the pendency of these proceedings. No unsecured creditors of the Canadian Debtors will be impaired by the Plan, the Chapter 11 Cases or these Canadian Recognition Proceedings.

C. Appointment of an Information Officer, Administration Charge, Securitization Charges, D&O Charge, and Notice

76. As part of the restructuring process, FTI, if appointed as Information Officer, will report to the Court from time to time on the status of the Chapter 11 Cases and these proceedings.

77. I am advised by Jeffrey Rosenberg of FTI that (i) FTI is a licensed insolvency trustee, well-known for its expertise in CCAA matters (including cross-border plenary and ancillary proceedings

under the CCAA), (ii) FTI has consented to act as Information Officer in this proceeding, and (iii) FTI is not conflicted from acting as Information Officer.

78. CURO Parent requests that the Court grant the proposed Information Officer, its legal counsel and Canadian legal counsel to the Foreign Representative and the Canadian Debtors an Administration Charge with respect to their fees and disbursements in the maximum amount of $1 million on the Canadian Debtors' property in Canada. The Company has paid retainers to the proposed Information Officer and its counsel in the amount of C$100,000 each. The quantum of the Administration Charge was calculated based on the substantial work the Company determined would be required in order to prepare for and conduct the beginning of the Canadian Recognition Proceedings and is consistent with the budget provided for under the interim financing proposed in the Chapter 11 Cases. The proposed Information Officer has advised that it believes the quantum of the Administration Charge to be reasonable and appropriate. Certain of the Canadian SPV Lenders have indicated that they do not object to the amount of the proposed Administration Charge.

79. Approval of the Administration Charge by the Canadian Court is appropriate because the professionals will be providing services in respect of these proceedings before the Canadian Court. I have been advised and believe the amount of the Administration Charge to be reasonable in the circumstances, having regard to the size and complexity of these proceedings and the roles that will be required of Canadian legal counsel to the Foreign Representatives and the Canadian Debtors, the proposed Information Officer, and its legal counsel.

80. CURO Parent also requests that the Court grant the Securitization Charges in favour of the agents to the Canadian Securitization Facilities. The Securitization Charges, if granted, would secure the obligations of the Canadian Debtors, up to the maximum amount of the Canadian

Securitization Facilities, in the event of (i) a default under the documents governing the Securitization Facilities or (ii) a recharacterization of the sale of receivables as a security interest. The Securitization Charges would rank behind the Administration Charge on a *pari passu* basis. The Securitization Charges are necessary to enable the Canadian Debtors to access the liquidity required to continue to operate in the ordinary course throughout the Restructuring Proceedings.

81. CURO Parent also requests that the Court grant the Directors and Officers a D&O Charge on the Canadian Debtors' property in Canada in the maximum amount of C$11.1 million. The D&O Charge would secure the indemnity provided to the Directors and Officers in the proposed Supplemental Order in respect of liabilities they may incur during the Canadian Recognition Proceedings in their capacities as such, which includes any obligations and liabilities for wages or vacation pay due to the Canadian Employees, except to the extent that, with respect of any director or officer, the obligation or liability was incurred as a result of the director or officer's gross negligence or wilful misconduct.

82. While I understand that the Directors and Officers are potential beneficiaries of director and officer liability insurance maintained by CURO Parent for itself and its subsidiaries (the "**D&O Insurance**") with an aggregate coverage limit of up to $38 million, it is subject to several exclusions and limitations. The proposed D&O Charge would only be relied upon to the extent of any deficiencies of the D&O Insurance in covering any exposure or liabilities of the Directors and Officers that are incurred in the Canadian Recognition Proceedings. The Directors and Officers are Gary Fulk, an executive at CURO Parent, and Alberto Luis, a compliance manager for CURO Canada, who resides in Canada.

83. The D&O Charge would be subordinate to the proposed Administration Charge and the Securitization Charges but rank in priority to all other encumbrances.

84. The amount of the proposed D&O Charge has been estimated, in consultation with the proposed Information Officer, with reference to the Canadian Debtors' payroll, vacation pay, and federal and provincial tax liability exposure. Mr. Fulk and Mr. Luis have advised that they are unwilling to continue to serve in their director capacities if they are not granted the benefit of the D&O Charge.

85. In light of the potential liabilities that may arise during these Canadian Recognition Proceedings and the potential insufficiency of the D&O Insurance, and the need for the continued service of the Directors and Officers, I have been advised and believe the amount of the D&O Charge to be reasonable and the D&O Charge to be necessary in the circumstances.

86. The initial hearing of this application will be brought on notice to the majority lenders under the Securitization Facilities. If the initial relief sought in the Interim Stay Order is granted, a wider scope of notice is intended with regards to the hearing to recognize the Chapter 11 Cases of the Canadian Debtors as foreign main proceedings and grant related orders at that time, including notice to the Canada Revenue Agency (through the Department of Justice) and the applicable provincial tax authorities in the provinces in which either of the Canadian Debtors operate or are registered or extra-provincially registered.

87. The proposed Supplemental Order provides that once appointed the Information Officer will publish a notice in a national newspaper. In addition, notice of the Chapter 11 Cases will be given through notices mandated by the U.S. Bankruptcy Court. Both the claims agent in the Chapter 11 Cases and the proposed Information Officer will maintain websites providing detailed information regarding the Chapter 11 Cases and these proceedings, respectively.

D. Recognition of First Day Orders

88. By operation of the Bankruptcy Code, the Debtors each obtained the benefit of a stay of proceedings upon filing the Petitions with the U.S. Bankruptcy Court. However, in order to continue their operations, the Debtors require additional relief from the U.S. Bankruptcy Court.

89. The Debtors have filed or are in the process of filing various motions in the Chapter 11 Cases, including but not limited to the motions listed below. CURO Parent intends to seek recognition in Canada of the orders sought pursuant to the motions below if such orders are granted by the U.S. Bankruptcy Court. I understand that the motions will be provided to this Court pursuant to a supplemental affidavit. The relief requested in each motion is described briefly below.

(a) *Debtors' Emergency Motion for Entry of an Order (I) Authorizing CURO Group Holdings Corp. to Act as Foreign Representative and (II) Granting Related Relief*. As described above, the Debtors are seeking an order of the U.S. Bankruptcy Court authorizing CURO Parent to act as the foreign representative in respect of the Chapter 11 Cases and related relief. I am advised by Alec Hoy of Cassels that the form of order requested is similar to the order granted in other cross-border proceedings.

(b) *Debtors' Emergency Motion for Entry of an Order (I) Directing Joint Administration of the Debtors' Chapter 11 Cases and (II) Granting Related Relief*. The Debtors are seeking joint administration of their 29 Chapter 11 Cases to streamline their administration. The Joint Administration Order, if granted, will allow the Debtors to avoid the need to file duplicative materials in each Chapter 11 Case and therefore avoid the need for the Canadian Debtors to seek recognition of multiple orders addressing the same relief.

(c) *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain Existing Business Forms, and (C) Perform Intercompany Transactions; and (II) Granting Related Relief*. The Debtors are seeking authority to continue to use their cash management system, including the continued use of intercompany transfers as described in detail above. In light of the Canadian Debtors' reliance on the other Debtors for services, including services that are paid for through intercompany transfers, and the historical movement of funds between the Debtors, I believe it is critical to the Canadian Debtors that they continue to participate in the cash management system. Moreover, as noted above, the Canadian SPV Lenders have required that the Canadian Debtors continue to participate in the cash management system and that the order in respect of cash management be recognized in Canada.

(d) *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Certain Debtors to Continue Selling and Servicing Consumer Loan Receivables and Related Rights Pursuant to the Securitization Facilities, (II) Modifying the Automatic Stay, (III) Scheduling a Final Hearing and (IV) Granting Related Relief* (the "**Securitization Motion**"). Pursuant to the Securitization Motion, the Debtors seek the authorization to continue to perform under the documents governing the Securitization Facilities and to enter into certain amendments thereto. In addition, the Debtors seek the authority to cause the non-Debtor purchasers (in Canada, the Canadian Partnerships) to continue to perform their obligations under the applicable Securitization Facilities in the ordinary course. The Securitization Motion also seeks senior liens on certain assets of the applicable Debtors in favour

of the agents under the applicable Securitization Facilities in the event any transfer of receivables originated and purported to be sold through the Securitization Facilities on or after the Petition Date is avoided or recharacterized as a pledge instead of a true sale. With respect to credit extended by the Canadian SPV Lenders on or after the Petition Date, the Securitization Motion also seeks to grant first-priority security interests to the respective agents under the Securitization Facilities in the equity of the applicable Canadian SPV and its general partner (subject to the limitations set out in the proposed order).

(e) *Debtors' Emergency Motion for Entry of an Order (I) Authorizing, But Not Directing, Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Compensation and Benefits Programs and (II) Granting Related Relief* (the "**Wages Motion**"). By the Wages Motion, the Debtors are seeking authority to continue to make employment related payments in the ordinary course of business. This relief is necessary to ensure that all the Debtors, including the Canadian Debtors, can continue to operate during the Restructuring Proceedings. The Wages Motion seeks authority to pay not only outstanding wages (including vacation pay and related source deductions in the ordinary course), but also additional employment related amounts such as ongoing retirement obligations, benefits and severance payments, including severance payments in respect of employees terminated prior to the filings.

(f) *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Pay Certain Critical Vendor Claims and (II) Granting Related Relief*. The Debtors are seeking the authority to make certain prepetition payments to

vendors who are critical to the operations of their businesses and who cannot otherwise be compelled to continue to work with the Debtors. Vendors who receive payments for prepetition payables will be required to provide the Debtors with trade terms during the post-petition period. The Canadian Debtors have identified a limited number of vendors in Canada that will be critical to their success and intend to work closely with those vendors consistent with the terms of the order, if the relief is granted by the U.S. Bankruptcy Court.

(g) *Debtors' Emergency Motion for Entry of an Order: (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment for Future Utility Services; (II) Approving Adequate Assurance Procedures; (III) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service and (IV) Granting Related Relief*. The Debtors are seeking to establish procedures for the provision of adequate assurance to utility providers, consistent with the treatment required for certain utility providers under the U.S. Bankruptcy Code. The relief requested will ensure that the Canadian Debtors have access to ongoing utilities during the Restructuring Proceedings.

(h) *Debtors' Emergency Motion for Entry of an Order (I) Authorizing, Payment of Certain Taxes and Fees and (II) Granting Related Relief* ("**Taxes Motion**"). The Debtors, including the Canadian Debtors, have tax liabilities that are either currently due or will become due and payable during the Restructuring Proceedings. The Debtors are seeking the authority to pay such taxes as they come due, including taxes that carry director liability in Canada such as GST/HST. The failure to pay such taxes would be disruptive to the business and, in the case of taxes that carry director liability, would be distracting to the parties necessary to

the restructuring. As further described in the Taxes Motion, the Debtors are seeking authorization to pay up to $4.5 million in taxes pursuant to the interim order on the Taxes Motion, of which C$4.4 million relates to taxes owing by the Canadian Debtors.

(i) *Debtors' Emergency Motion for Entry of an Order (I) Authorizing Debtors to (A) Continue Insurance Coverage Entered into Prepetition and Satisfy Prepetition Obligations Related thereto, and (B) Renew, Amend, Supplement, Extend or Purchase Insurance Policies, (II) Authorizing Continuation of the Surety Bond and Letter of Credit Program and (III) Granting Related Relief* ("**Insurance Motion**"). The Debtors are seeking authorization to continue their existing insurance programs necessary to operate their businesses in the ordinary course. Certain of the Debtors' licenses, including licenses held by the Canadian Debtors, require the Debtors to carry errors and omissions insurance. The relief requested in the Insurance Motion is necessary to the continued operation of the Debtors' businesses.

(j) *Debtors' Emergency Motion for Entry of an Order (I) Authorizing the Debtors to Honor Certain Prepetition Obligations to Customers and Continue Certain Customer Programs in the Ordinary Course of Business; (II) Dispensing With Customer Noticing Requirements and (III) Granting Related Relief* ("**Customer Programs Motion**"). By the Customer Programs Motion, the Debtors seek the authority to continue their ordinary course operations and continue honouring customer checks and loan draws that were originated prepetition and continuing to collect and remit insurance premiums paid by the Debtors' customers in the ordinary course. The Debtors intend to continue to offer the Insurance Products

and comply with the terms of their insurance contracts in the ordinary course so that their customers will continue to have access to the Insurance Products on a post-petition basis.

(k) *Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally approving the Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Extending the Time by which the U.S. Trustee Convenes a Meeting of Creditors and (VII) Granting Related Relief* ("**Disclosure Statement Motion**"). By the Disclosure Statement Motion and in accordance with the Plan filed, the Debtors seek the scheduling of a combined hearing for the approval of the proposed disclosure statement and confirmation of the Plan. The Debtors also seek approval of certain proposed procedures with respect to the timing and method of notice of the Disclosure Statement and the Plan and establishing certain deadlines in connection therewith.

90. I understand that the orders, if granted, will be provided to the Canadian Court and the service list in the Canadian Recognition Proceedings as soon as possible through the filing of a supplemental affidavit. Certain of the motions seek relief on an interim basis for amounts required in the time immediately following the Petition Date. In such circumstances, CURO Parent intends to seek recognition of the interim orders made at the First Day Hearing and expects to return to Court to seek recognition of further or final orders when such orders become available.

VII. CONCLUSION

91. I believe the relief set out herein and in the proposed orders is necessary for the protection of the Canadian Debtors' property and the interests of the Debtors' creditors, and in particular, the creditors of the Canadian Debtors.

SWORN BEFORE ME by videoconference on this 25th day of March 2024. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely. The affiant was located in the City of Naples, in the State of Florida and I was located in the City of Toronto in the Province of Ontario

Commissioner for Taking Affidavits (or as may be)	Douglas D. Clark

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Court File No. CV-●

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

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Lawyers for the Proposed Foreign Representative

This is Exhibit "G" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
	)	
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
	)	
Debtors.[1]	)	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

PLEASE TAKE NOTICE THAT as contemplated in the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* (as modified, amended or supplemented from time to time, the "Plan") [Docket No. 119],[2] the above-captioned debtors and debtors in possession (the "Debtors") hereby file the supplement to the Plan (as may be modified, amended, or supplemented from time to time, the "Plan Supplement"). The Plan Supplement contains the following documents (each as defined in the Plan and certain of which continue to be negotiated and may be Filed in substantially final form prior to the Effective Date):

Exhibit A	New Stockholders' Agreement
Exhibit B	To the extent known, identity of the members of the New Board
Exhibit C	Exit Facility Credit Agreement
Exhibit D	Description of Transaction Steps
Exhibit E	Rejected Executory Contract and Unexpired Lease List
Exhibit F	List of Retained Causes of Action
Exhibit G	CVR Agreement
Exhibit H	Warrant Agreement

PLEASE TAKE FURTHER NOTICE THAT the documents contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto and are not in agreed form for execution among the Debtors, the Ad Hoc Group and/or the Consenting Stakeholders. The Debtors and interested

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not defined herein have the same meaning as set forth in the Plan.

parties with respect thereto reserve the right to alter, amend, modify, or supplement any document in this Plan Supplement in accordance with the Plan and the Restructuring Support Agreement at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will file a redline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Epiq Corporate Restructuring, LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases ("Epiq"), by: (a) writing to CURO Group Holdings Corp, c/o Epiq Ballot Processing Center, P.O. Box 4422, Beaverton, OR 97076-4422; (b) emailing CURO@epiqglobal.com with a reference to "CURO" in the subject line; or (c) calling the Debtors' restructuring hotline at (877) 354-3909 (Domestic) or +1 (971) 290-1442 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: http://www.txs.uscourts.gov. Copies of certain orders, notices, and pleadings, as well as other information regarding these chapter 11 cases, are also available for inspection free of charge online at https://dm.epiq11.com/Curo.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: April 30, 2024
Houston, Texas

/s/ Sarah Link Schultz
AKIN GUMP STRAUSS HAUER & FELD LLP
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Proposed Counsel to the Debtors

Exhibit A

New Stockholders' Agreement

[DRAFT]

LIMITED LIABILITY COMPANY AGREEMENT

OF

[REORGANIZED CURO]

(A Delaware Limited Liability Company)

Effective as of [●], 2024

THE SECURITIES REPRESENTED BY AND ISSUED IN ACCORDANCE WITH THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THESE MEMBERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT AS PERMITTED UNDER THIS LIMITED LIABILITY COMPANY AGREEMENT, THE SECURITIES ACT OF 1933 AND APPLICABLE STATE OR FOREIGN SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

LIMITED LIABILITY COMPANY AGREEMENT
OF
[REORGANIZED CURO]

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
[REORGANIZED CURO]**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CURO] (the "Company"), a limited liability company organized pursuant to the Act, is adopted and entered into, and shall be effective, as of [●], 2024, by and among the Company, the Persons listed on Schedule 1 hereto and all other Persons who shall in the future become Members in accordance with and pursuant to the provisions hereof, all in accordance with and pursuant to the provisions of the Act.

WHEREAS, the Company was formed on [●], 2024 by the filing of a Certificate of Formation, dated as of [●], 2024 (the "Certificate of Formation"), with the Secretary of State of the State of Delaware;

WHEREAS, CURO Group Holdings Corp. ("CURO") and certain other parties agreed to implement the transactions contemplated by that certain Restructuring Support Agreement, dated as of March 22, 2024 (amended, supplemented, modified or waived from time to time, the "Restructuring Support Agreement");

WHEREAS, on March 25, 2024, CURO and certain of its affiliates (collectively, the "Debtors"), commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court");

WHEREAS, the Persons listed on Schedule 1 hereto shall be admitted to the Company as of the date hereof (the "Effective Time") and shall receive Common Units pursuant to the Debtors' *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, as filed with the Bankruptcy Court on March 25, 2024 (together with all schedules, documents and exhibits contained therein, as amended, supplemented, modified or waived from time to time, the "Plan of Reorganization");

WHEREAS, the Plan of Reorganization was confirmed by an order of the Bankruptcy Court entered on [●], 2024; and

WHEREAS, in accordance with the Plan of Reorganization, as of the Emergence Date, each Member shall be deemed, as a result of having accepted distributions of the Membership Interests pursuant to the Plan of Reorganization, to have accepted the terms of this Agreement (solely in their capacity as Members) and to be parties hereto without further action or execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
GENERAL PROVISIONS; DEFINITIONS

1.1 Formation of Company. The Company was previously duly formed as a limited liability company pursuant to the provisions of the Act. The Company and the Members hereby agree to continue, in accordance with the terms and conditions of this Agreement, the limited liability company heretofore formed pursuant to the provisions of the Act.

1.2 Name. The name of the Company is "[Reorganized Curo]." The Board of Directors may change the name of the Company at any time and from time to time.

1.3 Registered Agent; Offices; Principal Place of Business. The registered agent and office of the Company shall be c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 or such other agent or office (which need not be a place of business of the Company) as the Board of Directors may designate from time to time in the manner provided by applicable Law. The principal place of business of the Company shall be located at 101 N. Main Street, Suite 600, Greenville, SC 29601 or such other location within or without the State of Delaware as the Company may designate. The Company at any time may establish or close other offices and places of business and may change the principal place of business of the Company to any other place within or without the State of Delaware.

1.4 Purpose and Powers.

(a) Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

(b) Powers. The Company shall have all powers which are necessary or desirable to carry out the purposes and business of the Company to the extent the same may be legally exercised by a limited liability company under the Act.

ARTICLE II
DEFINITIONS

2.1 Definitions. The following terms used in this Agreement shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, as the same may be amended from time to time.

"Additional Interests" is defined in Section 4.1(d).

"Affiliate" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of the preceding sentence, "control" of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"Agreement" means this Limited Liability Company Agreement, including all schedules and exhibits hereto, as the same may be amended, supplemented, modified or restated from time to time.

"Bankruptcy Code" is defined in the recitals.

"Bankruptcy Court" is defined in the recitals.

"Board of Directors" is defined in Section 3.1(a).

"Business Day" means any day other than Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for commercial banking business.

"Caspian" means, collectively, Caspian Capital LP, its Affiliates and the funds, accounts and investment vehicles managed or advised by it that hold Membership Interests.

"Caspian/Empyrean Director" is defined in Section 3.2(b)(i)(C).

"Certificate of Formation" means the Certificate of Formation of the Company, as the same may be amended from time to time in accordance with the terms of this Agreement and filed in the office of the Secretary of State of Delaware in the manner required by the Act.

"Chapter 11 Cases" is defined in the recitals.

"Chief Executive Officer" means the Chief Executive Officer of the Company (or member of Company management holding an equivalent position).

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Units" means the common units of the Company having the rights and obligations set forth herein.

"Company" is defined in the preamble.

"Company Assets" means all assets owned from time to time by the Company (or such lesser amount of the assets of the Company as indicated by the particular context used herein), whether such property is real, personal, tangible or intangible or was acquired by the Company as a result of capital contributions, operations or other means.

"Company Sale" means (a) the acquisition of the Company by one or more entities, in a single transaction or series of related transactions, through a merger, consolidation, share exchange, recapitalization, business combination or otherwise, the result of which is that the Members of the Company of record immediately prior to such transaction or transactions or their Affiliates will, immediately after such transaction or transactions, hold, directly or indirectly, less than a majority of the voting power of the resulting or surviving entity (or such entity's ultimate parent entity), or (b) the sale, transfer or lease of all or substantially all of the assets of the Company and its Subsidiaries, in a single transaction or series of related transactions, in each

case that has been approved by the Board of Directors with the consent of more than 50% of the outstanding Common Units.

"Competitor" means (a) any Person that is a direct or indirect competitor of the Company and its Subsidiaries, as set forth on Schedule 2 (which may be populated or amended from time to time by the Board of Directors in its good faith, reasonable judgment) and (b) any Affiliate of any such Person; provided that no Person that is a financial investment firm, collective-investment vehicle or private investment fund and that does not control any Competitor shall constitute a Competitor (or an Affiliate of a Competitor).

"Confidential Information" is defined in Section 11.17(a).

"Covered Person" is defined in Section 9.1(b).

"CVR Agreement" shall mean that certain CVR Agreement of even date herewith between the Company and Equiniti Trust Company, LLC, as CVR Agent.

"CVRs" shall mean the contingent value rights issued pursuant to the Plan of Reorganization and governed by the CVR Agreement.

"Debtors" is defined in the recitals.

"Director" means a member of the Board of Directors.

"Dissolution Event" is defined in Section 8.1.

"Drag-Along Disposition Transaction" is defined in Section 7.3(a).

"Drag-Along Exempt Transaction" is defined in Section 7.3(a).

"Drag-Along Members" is defined in Section 7.3(a).

"Drag-Along Notice" is defined in Section 7.3(a).

"Drag-Along Purchasers" is defined in Section 7.3(a).

"Drag-Along Triggering Holder" means any Member or group of Members with an aggregate Governance Percentage Interest of 50% or greater (as measured on the date of delivery of the applicable Drag-Along Notice).

"Drag-Along Units" is defined in Section 7.3(b).

"DTC" is defined in Section 7.3(b).

"Effective Time" is defined in the recitals.

"Emergence Date" means the effective date of the Company's emergence from the Chapter 11 Cases, which is [●], 2024.

"Empyrean" means, collectively, Empyrean Capital Partners, LP, its Affiliates and the funds, accounts and investment vehicles managed or advised by it that hold Membership Interests.

"Equity Securities" means Common Units or any other equity securities, including any equity-linked securities, convertible debt, or other securities convertible into, exercisable for, or exchangeable for or otherwise representing any right to subscribe for or otherwise acquire any equity securities, equity-linked securities or convertible debt securities.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Transactions" means (a) issuances or sales of securities to employees, officers, directors, managers or consultants of the Company or any of its Subsidiaries pursuant to employee benefits or similar employee or management equity incentive plans or arrangements or hiring or retention plans or arrangements of the Company or any of its Subsidiaries, in each case approved by the Board of Directors, including the Management Incentive Plan, (b) issuances or sales of securities to a Person in connection with an acquisition, business combination or merger approved by the Board of Directors, (c) issuances of securities by a Subsidiary of the Company to the Company or any other Subsidiary of the Company, (d) issuances of securities pursuant to the exercise, exchange or conversion of convertible securities, warrants or options previously issued by the Company in compliance with the terms of this Agreement, (e) issuances of securities that are ancillary to any *bona fide* third party financing of the Company or any of its Subsidiaries, (f) issuances of Common Units pursuant to the exercise of any Warrants or (g) issuances of Common Units or other Equity Securities of the Company or any Subsidiary of the Company issued in connection with any equity split, dividend, distribution, division or recapitalization by the Company or any Subsidiary of the Company, pursuant to which all holders of Common Units are treated equivalently, in each case of this clause (g), approved by the Board of Directors.

"Fiscal Year" means the annual accounting period of the Company, as determined by the Board of Directors from time to time.

"Fund Indemnitee" is defined in Section 9.2(e).

"Fund Indemnitors" is defined in Section 9.2(e).

"GAAP" means generally accepted accounting principles in effect from time to time in the United States.

"Governance Percentage Interest" means the Percentage Interest of any Member (a) calculated without giving effect to Management Excluded Units and (b) calculated on an aggregate basis together with any other Members that are Affiliates of the relevant Member, and any of its or their related funds, investment vehicles and managed accounts.

"Governmental Authority" means any federal, state, local, foreign or other governmental or quasi-governmental authority and any governmental, quasi-governmental or other department, commission, body, board, bureau, agency, association, subdivision, court, tribunal or other

instrumentality exercising any executive, judicial, legislative, regulatory or administrative function, including any self-regulatory authority (including the Securities and Exchange Commission and any stock exchange).

"Impacted Members" is defined in Section 10.1(a).

"Independent Director" means a Director that is independent of the Company and of each Member that has a Percentage Interest of 5% or more as of the time of the applicable determination (calculated on an aggregate basis together with any other Members that are Affiliates of the relevant Member, and any of its or their related funds, investment vehicles and managed accounts).

"Initial Members" means the Members set forth on Schedule 3, in each case to the extent such Initial Member remains a Member at the time of the applicable determination. "Initial Member" means any one of the Initial Members.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Investor Group Directors" means the Caspian/Empyrean Director, the Oaktree Directors and the OCO Director.

"IPO" means (a) a public offering of common equity securities of the Company (or a successor entity) that (i) results in no less than $50 million of proceeds (ii) is completed at an implied equity valuation for the Company of no less than $300 million and (ii) results in such common equity securities of the Company or such successor being listed on the New York Stock Exchange or NASDAQ or (b) a direct listing of common equity securities of the Company (or a successor entity) that results in (i) such common equity securities of the Company or such successor being listed on the New York Stock Exchange or NASDAQ and (ii) an average daily trading volume of such common equity securities of no less than $10 million in the 10-Business Day period following the completion of such direct listing.

"Joinder" means the joinder agreement in form and substance attached hereto as Annex B or such other form as is approved by the Board of Directors.

"Joint Appointers" is defined in Section 3.2(b)(i)(C).

"Law" means any federal, state, local, municipal, foreign or international, multinational or other law, constitution, statute, treaty, ordinance, rule, regulation, regulatory or administrative guidance, principle of common law, code, edict, decree or equity, order, award, decision, injunction, judgment, ruling, decree or other law, requirement or standard issued, enacted, adopted, implemented, promulgated or otherwise put into effect by any Governmental Authority.

"Loss" means, with respect to a Person, any liability, loss, damage, penalty, action, claim, judgment, settlement, cost, expense of any kind or nature whatsoever, including attorneys' fees, costs and expenses of defense, appeal and settlement of any proceedings instituted or threatened to be instituted against that Person and all other costs incurred in connection therewith.

"Management Excluded Units" means Units issued or issuable pursuant to any management or employee equity incentive plan (whether or not such Units are issued or outstanding, or may be issued in the future pursuant to any contingent instrument).

"Management Incentive Plan" has the meaning given to it in the Plan of Reorganization.

"Members" means the parties hereto designated as Members on Schedule 1, together with all those Persons who subsequently are admitted as Members in accordance with this Agreement. "Member" means any one of the Members.

"Membership Interest" of a Member at any time means the entire ownership interest of such Member in the Company at such time, including all benefits to which the owner of such Membership Interest is entitled under this Agreement and applicable Law, together with all obligations of such Member under this Agreement and applicable Law.

"New Securities" means (a) Units, or any securities convertible into, exercisable for or exchangeable for any Units, including all forms of Equity Securities, and (b) any debt or debt securities, solely in the case of this clause (b) to the extent to be issued to a then-existing Member.

"Notice of Preemptive Rights Acceptance" is defined in Section 5.2(d).

"Oaktree" means, collectively, Oaktree Capital Management, L.P., its Affiliates and the funds, accounts and investment vehicles managed or advised by it that hold Membership Interests.

"Oaktree Directors" is defined in Section 3.2(b)(i)(B).

"Oaktree Portfolio Transformation Team" is defined in Section 11.4(g).

"OCO" means, collectively, OCO Capital Partners, L.P, its Affiliates and the funds, accounts and investment vehicles managed or advised by it that hold Membership Interests.

"OCO Director" is defined in Section 3.2(b)(i)(D).

"Other 1.5L Noteholders" means Members that were (or whose Affiliates were) Consenting 1.5L Noteholders (as defined in the Restructuring Support Agreement), in each case other than Oaktree, Caspian, Empyrean and OCO.

"Other Member Director" is defined in Section 3.2(b)(i)(E).

"Other Member Representative" is defined in Section 3.2(b)(i)(E).

"Percentage Interest" means, with respect to each Member as of the applicable time of determination, a fraction, expressed as a percentage, having as its numerator the number of Common Units owned by such Member and having as its denominator the total outstanding number of Common Units owned by all of the Members (provided that to the extent the Member is a depositary through which beneficial holders may hold securities, each such beneficial holder

shall be considered separately for purposes of the calculation of Percentage Interest and related calculations).

"Person" means any natural person, corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, trust, estate, Governmental Authority or other entity or organization.

"Plan of Reorganization" is defined in the recitals.

"Preemptive Offer Notice" is defined in Section 5.2(b).

"Preemptive Right" is defined in Section 5.2(a).

"Preemptive Rights Election Period" is defined in Section 5.2(b).

"Preemptive Rights Members" is defined in Section 5.2(a).

"Principal Investor" means each of (i) Oaktree, (ii) Caspian, (iii) Empyrean and (iv) OCO.

"Proportionate Percentage" is defined in Section 5.2(a).

"Public Side Teams" is defined in Section 11.17(b).

"Regulations" means the temporary and final regulations of the U.S. Department of the Treasury promulgated under the Code.

"Related Party" means (a) any director, officer or Affiliate of the Company or any of its Subsidiaries, and (b) each Member with a Governance Percentage Interest in excess of 5% at the time of the relevant determination (calculated on an aggregate basis together with any other Members that are Affiliates of the relevant Member, and any of its or their related funds, investment vehicles and managed accounts), and each of their Affiliates and portfolio companies.

"Related Party Transaction" is defined in Section 4.4.

"Reserves" means funds or amounts set aside or otherwise allocated to pay taxes, insurance, debt service, and future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company's business or the ownership of the Company Assets. The amount of Reserves shall be established by the Board of Directors from time to time in its sole and absolute discretion.

"Restructuring Support Agreement" is defined in the recitals.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Selling Investor" is defined in Section 7.4.

"Specified Termination Event" is defined in Section 10.2(a).

"Subject Purchaser" is defined in Section 5.2(a).

"Subsidiary" means, with respect to any Person, any corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, or other entity or organization, whether incorporated or unincorporated, (a) of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions, (b) of which such first Person is a general partner or managing member or (c) that is otherwise controlled by such first Person.

"Tag-Along Exempt Transaction" is defined in Section 7.4.

"Tag-Along Holder Notice" is defined in Section 7.4.

"Tag-Along Notice" is defined in Section 7.4.

"Tag-Along Sale" is defined in Section 7.4.

"Transfer" means any transfer, sale, assignment, pledge, hypothecation or other disposition of any Units, whether direct or indirect and whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose of any Units, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign; provided, however, that (a) with respect to any Member that is a widely held "investment company" as defined in the Investment Company Act, or any publicly traded company whose Securities are registered under the Exchange Act, a transfer, sale, assignment, pledge, hypothecation, or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer and (b) with respect to any Member that is, or is owned directly or indirectly by, a private equity fund, hedge fund or similar vehicle, any Transfer of limited partnership or other similar non-controlling interests in any entity which is a pooled investment vehicle holding other material investments and which is, or is an equityholder (directly or indirectly) of, a Member, or the change in control of any general partner, manager or similar Person of such entity, will not be deemed to be a Transfer for purposes hereof. The term "Transferred" shall have a correlative meaning. Transfers of beneficial ownership of any Units shall be subject to equivalent restrictions and requirements as are applicable to Transfers of Units.

"Unaffiliated Debtholders" is defined in Section 4.4.

"Units" means the units of ownership into which the Company's Membership Interests are divided.

"Warrant Agreement" shall mean that certain Warrant Agreement of even date herewith between the Company and Equiniti Trust Company, LLC, as Warrant Agent.

"Warrants" shall mean the warrants issued pursuant to the Plan of Reorganization and governed by the Warrant Agreement.

ARTICLE III
BOARD OF DIRECTORS

3.1 Management and Control.

(a) Board of Directors. Except to the extent otherwise expressly provided in this Agreement or required by any non-waivable provision of the Act or other applicable Law, the management, operation and control of the business and affairs of the Company shall be vested exclusively in a Board of Directors comprised of the Persons appointed as Directors in accordance with Section 3.2 (the "Board of Directors"). All powers of the Company, for which approval by the Members to the exercise thereof is not expressly required (or expressly reserved for the Members) by this Agreement, the Act or other applicable Law, shall be exercised under the authority of, and the business and affairs of the Company shall be managed by, or under the direction and control of, the Board of Directors in a manner consistent with the terms, provisions and conditions of this Agreement and the Act. The acts of the Board of Directors in carrying on the affairs and activities of the Company (and the management, operation and control thereof and of the Company Assets) as authorized herein shall bind the Company. Unless authorized to do so by the Board of Directors, no Member shall have any power or authority to act for, or to assume any obligation or responsibility on behalf of, the Company or to otherwise bind the Company in any way. No Director acting individually, in his or her capacity as such, will have the power or authority to bind the Company in any way.

(b) Scope of Authority. Except to the extent otherwise expressly provided in this Agreement, or required by any non-waivable provision of the Act or other applicable Law, The Board of Directors shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company, to enter into and perform all contracts and undertakings that it may deem necessary or advisable to carry out any and all of the objects and purposes of the Company. Each Director shall be considered a "Manager" of the Company (as that term is defined in the Act).

3.2 Board of Directors.

(a) Size and Composition. The Board of Directors shall initially be composed of seven (7) Directors. The number of Directors constituting the entire Board of Directors may be increased or decreased by the Board of Directors; provided that the number of Directors may not be reduced below the number of Directors that the Principal Investors and Other 1.5L Noteholders are entitled to appoint pursuant to this Agreement at the time of the applicable action. Each Director shall hold office until his or her respective successor is elected, or until his or her earlier death, resignation or removal in accordance with this Section 3.2. Directors need not be Members of the Company. Any Director may resign at any time by so notifying the Chairperson (or, if none in office, any other Director) in writing, with such resignation to take effect upon receipt of such notice by the Chairperson (or, if none in office, any other Director) or at such later time as specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Appointment of Directors.

(i) Board Composition. The Board of Directors shall be comprised as follows:

(A) the then-current Chief Executive Officer, who shall be automatically appointed as a Director while holding the position of Chief Executive Officer and shall automatically cease to be a Director upon ceasing to be the Chief Executive Officer;

(B) As long as Oaktree has a Governance Percentage Interest of 10% or more, Oaktree shall have the right to appoint two (2) Directors. If Oaktree has a Governance Percentage Interest that is greater than or equal to 5% but less than 10%, then Oaktree shall have the right to appoint one Director. Oaktree shall no longer have the right to appoint any Directors if its Governance Percentage Interest is less than 5% (notwithstanding any subsequent acquisition of Common Units by Oaktree that causes Oaktree to have a Governance Percentage Interest of 5% or greater). Any Directors appointed by Oaktree pursuant to this paragraph shall constitute the "Oaktree Directors." As of the date of this Agreement, the Oaktree Directors are Thomas Casarella and David Smolens.

(C) As long as each of Caspian and Empyrean (the "Joint Appointers") has a Governance Percentage Interest of 5% or more, the Joint Appointers shall jointly have the right to appoint one (1) Director mutually agreed between the Joint Appointers. If each of the Joint Appointers has a Governance Percentage Interest that is less than 5%, then the Joint Appointers shall no longer have any rights to appoint a Director (notwithstanding any subsequent acquisition of Common Units by the Joint Appointers that causes the Joint Appointers to have a Governance Percentage Interest of 5% or greater). If one of the Joint Appointers has a Governance Percentage Interest that is less than 5%, and the other Joint Appointer has a Governance Percentage Interest that is 5% or more, then the Joint Appointer that has a Governance Percentage Interest that is 5% or more shall have the sole right to appoint one (1) Director and the other Joint Appointer shall no longer have any rights to appoint a Director pursuant to this paragraph (notwithstanding any subsequent acquisition of Common Units by such Joint Appointer that causes such Joint Appointer to have a Governance Percentage Interest of 5% or greater). Any Director appointed by the Joint Appointer(s) pursuant to this paragraph shall constitute the "Caspian/Empyrean Director." As of the date of this Agreement, the Caspian/Empyrean Director is Nathaniel J. Lipman.

(D) As long as OCO has a Governance Percentage Interest of 5% or more, OCO shall have the right to appoint one (1) Director. OCO shall no longer have the right to appoint a Director if its Governance Percentage Interest is less than 5% (notwithstanding any subsequent acquisition of Common Units by OCO that causes OCO to have a Governance Percentage Interest of 5% or greater). Any Director appointed by OCO pursuant to this paragraph shall constitute the

"OCO Director." As of the date of this Agreement, the OCO Director is Samuel Martini.

(E) As long as the Other 1.5L Noteholders have an aggregate Governance Percentage Interest of 15% or more, the Other 1.5L Noteholders shall have the right to, through a representative duly authorized by Other 1.5L Noteholders with an aggregate Governance Percentage Interest representing at least 50% of the aggregate Governance Percentage Interest of all Other 1.5L Noteholders (an "Other Member Representative"), appoint one (1) Director who must qualify as an Independent Director. The Other 1.5L Noteholders shall no longer have the right to appoint a Director if their aggregate Governance Percentage Interest is less than 15% (notwithstanding any subsequent acquisition of Common Units by any Other 1.5L Noteholder that causes the Other 1.5L Noteholders to have an aggregate Governance Percentage Interest of 15% or greater), unless any individual Other 1.5L Noteholder and its Affiliates together have a Governance Percentage of at least 5% (in which case, such individual Other 1.5L Noteholders shall have the right to appoint a Director for so long as it and its affiliates together have a Governance Percentage of at least 5%). Any Director appointed by the Other 1.5L Noteholders pursuant to this paragraph shall constitute the "Other Member Director." Notwithstanding the foregoing, if an Other Member Representative does not notify the Company of the appointment by the Other 1.5L Noteholders of the Other Member Director within sixty (60) days of the Emergence Date, the seat reserved for the Other Member Director pursuant to this paragraph shall instead be deemed a vacancy of a seat on the Board of Directors reserved for an Independent Director in accordance with the last sentence of Section 3.2(c)(ii), and shall be filled as set forth in Section 3.2(b)(i)(F).

(F) The remainder of the Directors (constituting a number of Directors equal to the then-current size of the Board of Directors, reduced by the number of Directors entitled to be appointed pursuant to paragraphs (A) through (E) above), at least one of whom (excluding any Independent Director(s) appointed to replace the Caspian/Empyrean Director and/or the Other Member Director in accordance with Section 3.2(c)(iii)) shall be an Independent Director, shall be appointed by the valid act of Members holding Common Units representing a majority of the outstanding Common Units. As of the date of this Agreement, there is one such remaining Director, who is an Independent Director, [●].

(G) Each Director shall disclose to the Company all boards of directors, or similar governing bodies, of other entities on which such Director serves during the term of their service as a Director.

(c) Removals; Filling Vacancies. Directors may be removed and vacancies on the Board of Directors may be filled only as provided in this Section 3.2(c).

(i) At any time, and for any reason or no reason with or without cause, by delivery of written notice to the Company, (A) Oaktree may remove any Oaktree Director

as a Director, (B) the Joint Appointers (or, if only one of the Joint Appointers has a right to appoint the Caspian/Empyrean Director, such Joint Appointer) may remove the Caspian/Empyrean Director as a Director, (C) OCO may remove the OCO Director as a Director, (D) the Other 1.5L Noteholders, through an Other Member Representative, may remove the Other Member Director as a Director and (E) Members holding sufficient Units to appoint an Independent Director pursuant to Section 3.2(b)(i)(F) may remove any Independent Director as a Director (for the avoidance of doubt, excluding the Other Member Director).

(ii) Oaktree may, at any time while Oaktree has the right to appoint one or more Directors pursuant to this Agreement, fill a vacancy of a seat on the Board of Directors reserved for a Oaktree Director with a person of its choosing. The Joint Appointers (or, if only one of the Joint Appointers has a right to appoint the Caspian/Empyrean Director, such Joint Appointer) may, at any time while a Joint Appointer has the right to appoint a Director pursuant to this Agreement, fill a vacancy of the seat on the Board of Directors reserved for a Caspian/Empyrean Director with a person mutually agreed upon by the Joint Appointers (or, if only one of the Joint Appointers has a right to appoint the Caspian/Empyrean Director, at such Joint Appointer's choosing). OCO may, at any time while OCO has the right to appoint a Director pursuant to this Agreement, fill a vacancy of the seat on the Board of Directors reserved for an OCO Director with a person of its choosing. Any vacancy of a seat on the Board of Directors reserved for an Independent Director may be filled as set forth in Section 3.2(b)(i)(F). The Other 1.5L Noteholders may, through the Other Member Representative, fill a vacancy of the seat on the Board of Directors reserved for an Other Member Director with a person of its choosing.

(iii) If at any time either OCO or the Other 1.5L Noteholders shall cease to have the right to appoint a Director, then the applicable OCO Director or Other Member Director shall immediately resign or, if such OCO Director or Other Member Director, as applicable, fails to immediately resign, such Director shall be removed by a vote of the majority of the remaining Directors (excluding the OCO Director or Other Member Director required to resign pursuant to this paragraph), and, unless the size of the Board of Directors shall be validly reduced pursuant to Section 3.2(a), the resulting vacancy shall be filled with an Independent Director appointed pursuant to Section 3.2(b)(i)(F). If at any time Oaktree shall cease to have the right to appoint a number of Directors that is equal to or greater than the number of Oaktree Directors then in office or the Joint Appointers shall cease to have the right to appoint a Director, then the applicable Oaktree Director(s) or the Caspian/Empyrean Director shall immediately resign or, if any such Oaktree Director(s) or Caspian/Empyrean Director, as applicable, fails to immediately resign, such Director(s) shall be removed by a vote of the majority of the remaining Directors (excluding any Oaktree Director(s) or Caspian/Empyrean Director required to resign pursuant to this paragraph), and, unless the size of the Board of Directors shall be validly reduced pursuant to Section 3.2(a), the resulting vacancy shall be filled with a Director (who shall not be required to be an Independent Director) appointed pursuant to Section 3.2(b)(i)(F).

(iv) If at any time the Chief Executive Officer of the Company ceases to serve in such position, the departing Chief Executive Officer shall immediately resign from the Board of Directors or, if such individual fails to immediately resign, shall be removed by a vote of the majority of the remaining Directors (excluding the departing Chief Executive Officer).

(d) Nontransferability of Rights. The rights of each Principal Investor pursuant to this Section 3.2 (including to appoint a Director) shall not be transferable.

(e) Chairperson. The Board of Directors shall have a Chairperson as determined under this Agreement. At any time when Oaktree is entitled to appoint a Director pursuant to this Agreement, the Chairperson shall be selected by the Oaktree Directors in their sole and absolute discretion. At any other time, the Chairperson will be selected by a majority of the Board of Directors. The Chairperson shall preside when present at all meetings of the Board of Directors and Members; provided that the Chairperson may delegate presiding over meetings to another Director. The Chairperson shall have such powers and duties as designated in accordance with this Agreement and as from time to time may be assigned by the Board of Directors. The Chairperson of the Board of Directors will be designated by the Oaktree Directors following the date of this Agreement.

3.3 Meetings of the Board of Directors.

(a) Meetings. The Board of Directors shall meet at least quarterly at such time and place as the Chairperson or a majority of the Directors may designate. A schedule of regular meetings of the Board of Directors shall be determined at the start of each calendar year, and notice of such schedule shall be given in writing to each Director. Written notice of any change to a scheduled regular meeting of the Board of Directors must be given to all Directors at least seven days prior to the meeting. Special meetings of the Board of Directors may be scheduled by the Chairperson or by any Investor Group Director on at least three Business Days' written notice to all Directors. The notice requirements for any regular meeting or special meeting of the Board of Directors may be waived in writing by any Director, whether before or after the meeting, and shall be deemed waived with respect to each Director who attends the applicable meeting (other than attendance solely for the purpose of registering a dissent at the beginning of the meeting regarding the failure to give adequate notice of the meeting).

(b) Quorum. At any meeting of the Board of Directors or any committee of the Board of Directors, the quorum requirement shall be determined as set forth in this Section 3.3(b). The presence of a majority of the total number of Directors then in office (with respect to any meeting of the Board of Directors) or the total number of Directors that are members of any committee of the Board of Directors (with respect to any meeting of such committee) shall be needed to constitute a quorum, which majority must include (i) at least one Oaktree Director, if there are any Oaktree Directors then in office; (ii) the Caspian/Empyrean Director, if there is a Caspian/Empyrean Director then in office; (iii) the OCO Director, if there is an OCO Director then in office; and (iv) at least one Independent Director. No action may be taken at a meeting of the Board of Directors or any committee of the Board of Directors unless a quorum is present. If a meeting is adjourned due to lack of quorum because the Directors set forth in the foregoing clauses (i) through (iv), as applicable, fail to attend a meeting of the Board of

Directors for which notice was duly provided in accordance with this Agreement, then with respect to the second consecutive meeting of the Board (which second meeting may be held upon twenty-four (24) hours' notice to all Directors), the requirements in the foregoing clauses (i) through (iv) shall be eliminated and quorum shall require a simple majority of the Directors then in office (with respect to any meeting of the Board of Directors) or a simple majority of the Directors that are members of any committee of the Board of Directors (with respect to any meeting of a committee of the Board of Directors).

(c) Voting; Proxies. Each Director shall be entitled to one vote on any matter to be considered by the Board of Directors. A Director may cast their vote by granting a written proxy to any other Director, who may exercise such proxy to vote on any matter to be considered by the Board of Directors. Except as otherwise provided in this Agreement, the act or approval of a majority of the Directors present and voting on any action will be the act or approval, as the case may be, of the Board of Directors.

(d) Participation by Conference Telephone. Any one or more of the Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communication device that allows all Persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be the equivalent of being present in person at such meeting.

(e) Action by Board of Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors (or any committee thereof) may be taken without a meeting if all of the members of the Board of Directors or of such committee of the Board of Directors consent in writing (including giving consent by e-mail) to such action. Any such consent shall have the same effect as a vote of the Board of Directors (or any committee thereof) taken at a meeting of the Board of Directors (or any committee thereof).

(f) Director Compensation; Reimbursement of Expenses. The Company shall reimburse the Directors for reasonable out-of-pocket expenses so incurred by them on behalf of the Company, including travel expenses for any in-person meetings of the Board of Directors (or any committee thereof), in accordance with the written expense policy as adopted from time to time by the Board of Directors. Directors that are not (i) employees of the Company or of a Member or an Affiliate of a Member or (ii) an Investor Group Director that is an Affiliate of the appointing Principal Investor shall receive customary compensation for their services as Directors, as determined from time to time by the Board of Directors.

3.4 Committees. The Board of Directors may, from time to time, establish one or more committees. Any such committee, to the extent provided in the enabling resolution or the Certificate of Formation or this Agreement, shall have and may exercise all of the authority of the Board of Directors. At every meeting of any such committee, the affirmative vote of a majority of the members present shall be necessary for the adoption of any resolution. The Board of Directors may dissolve any committee at any time. Each committee of the Board of Directors shall include the same proportionate number of Oaktree Directors, Caspian/Empyrean Directors, OCO Directors and Other Member Directors as are serving on the Board of Directors, in each case unless the applicable Director(s) and/or Principal Investor(s) (or, with respect to the

Other Member Director, Other Member Representative) that appointed such Directors waive such right to proportionate representation.

3.5 Officers.

(a) Appointment and Term of Office. The Board of Directors may, from time to time, employ and retain persons, subject to its supervision and control, as may be necessary or appropriate (as determined by the Board of Directors) for the conduct of the Company's business, including employees, agents and other persons (any of whom may be a Member or Director) who may be designated as officers of the Company with such titles, duties, responsibility and authority as may be determined by the Board of Directors (or by the Chief Executive Officer, to the extent the Board of Directors delegates this power to the Chief Executive Officer with respect to certain officers of the Company). None of the Company's officers will be subject to periodic elections by the Board of Directors, but will hold office until the earlier of (i) that officer's death, resignation, retirement, disqualification or removal from office and (ii) the date that his or her successor shall have been duly elected and qualified. Two or more offices may be held by the same individual, and two or more individuals may hold the same office.

(b) Removal. Any officer elected or appointed hereunder or by the Board of Directors may be removed at any time by the Board of Directors (or the Chief Executive Officer, to the extent the Chief Executive Officer was authorized to appoint such officer), for or without cause. Such removal will be without prejudice to the contract rights, if any, of the individual so removed. The election or appointment of an officer will not of itself create contract rights.

(c) Vacancies. Whenever any vacancy shall occur in any office of any officer by death, resignation, removal, increase in the number of officers of the Company, or otherwise, such vacancy may be filled by the Board of Directors.

(d) Compensation and Reimbursement of Expenses. Subject to the terms of this Agreement, the compensation of all officers of the Company shall be determined by the Board of Directors (or a duly authorized committee thereof) and may be altered by the Board of Directors (or such committee) from time to time, except as otherwise provided by contract, and no officer shall be prevented from receiving such compensation by reason of the fact such officer is also a Director. All officers shall be entitled to be paid or reimbursed for all reasonable costs and expenditures properly incurred in the Company's business.

ARTICLE IV
MEMBERSHIP INTERESTS

4.1 Existing Members; New Members.

(a) As of the Effective Time, each of the Persons listed on Schedule 1 to this Agreement is hereby admitted to the Company as a Member and has, pursuant to and in accordance with the Plan of Reorganization, accepted (or, on the date of this Agreement, will accept) duly authorized and issued Common Units as set forth on Schedule 1 attached hereto opposite such Member's name. All other limited liability company interests, interests as a

member and ownership interests issued by the Company prior to the Emergence Date have been cancelled and extinguished pursuant to the Plan of Reorganization and are of no further force or effect.

(b) The Company will update Schedule 1 following any Transfer made in compliance with this Agreement (and shall use commercially reasonable efforts to make such update within five Business Days from the receipt of any Joinder or the receipt of a notification of a Transfer where a Joinder is not required), any issuance of additional Units or other Equity Securities of the Company in accordance with this Agreement to reflect the admission of any new Member, or to reflect other changes to the information set forth on Schedule 1 following notice of such changes from the applicable Member in accordance with this Agreement.

(c) Each Member's Membership Interest shall be represented by Units of Membership Interest. As of the date of this Agreement, the ownership interests in the Company shall be evidenced by a single class of ownership interests, the Common Units. As of the date of this Agreement, the Common Units are the only voting ownership interests in the Company. All Common Units are identical to each other and accord the holders thereof the same obligations, rights and privileges as are accorded to each other holder thereof, except for any specific obligations, rights and privileges expressly set forth in this Agreement. As of the date of this Agreement, [●] Common Units may be issued by the Company. As of the date of this Agreement, [●] Common Units are reserved in respect of issuances pursuant to the Management Incentive Plan and [●] Common Units are initially reserved in respect of issuances pursuant to the exercise of the Warrants (subject to adjustment in accordance with the terms of the Warrants).

(d) Subject to the preemptive rights contained in Section 5.2 and the approval of the Board of Directors, the Company shall have the right to issue or sell to any Person (including Members and Affiliates of Members) any of the following (which for purposes of this Agreement shall be referred to as "Additional Interests"): (i) additional Common Units (including, for the avoidance of doubt, Common Units issuable upon exercise of the Warrants) and (ii) any securities authorized pursuant to any equity incentive plan of the Company or its Subsidiaries adopted in accordance with this Agreement. Subject to the provisions of this Agreement and approval by the Board of Directors, the Company shall determine the number of each class or series of Units to be issued or sold and the contribution required in connection with the issuance of such Additional Interests.

(e) In order for a Person that is not already a Member to be admitted as a Member of the Company with respect to an Additional Interest, with respect to a Membership Interest that has been Transferred pursuant to this Agreement or otherwise, such Person must have delivered to the Company a written undertaking in the form of the Joinder and shall deliver such documents and instruments as the Company reasonably determines to be necessary or appropriate in connection with the issuance of such Additional Interests to such Person or the Transfer of a Membership Interest to such Person or to effect such Person's admission as a Member (including, if requested by the Company, a customary consent of the spouse of any such Person that is a natural person). Upon the delivery of such validly completed documents and instruments, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued such Person's Membership

Interest, including any Units that correspond to and are part of such Membership Interest. Prior to the receipt of a Joinder in accordance with the immediately preceding sentence and the admission of a Person as a Member in connection with a Transfer, the Company and the Board of Directors shall be entitled to treat the transferor as the Member with respect to the applicable Units in all respects. Each Person designated for admission to the Company as an additional Member in accordance with this Agreement (other than in connection with a Transfer made in accordance with this Agreement) shall contribute cash, other property (which may include securities) or services rendered in the amount and of the type designated by the Board of Directors.

4.2 Membership Interests; Certification. The Membership Interests as of the date of this Agreement shall consist solely of Common Units. The Common Units shall be uncertificated, unless the Company, in its sole discretion, determines to issue certificates to the Members representing the Common Units. Any certificates that may be issued (and the book-entry notation for any uncertificated Common Units) will bear a restrictive legend in the form reasonably determined by the Company, including the following:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND FOREIGN SECURITIES LAWS.
>
> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO, AND ISSUED IN ACCORDANCE WITH, THE TERMS AND PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CURO], DATED AS OF [●], 2024, AS THE SAME MAY BE AMENDED AND/OR RESTATED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS (THE "AGREEMENT"). THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER IN ANY MANNER, WHETHER DIRECT OR INDIRECT, VOLUNTARY OR INVOLUNTARY, BY OPERATION OF LAW OR OTHERWISE, OF THIS CERTIFICATE

> AND THE SECURITIES REPRESENTED HEREBY ARE RESTRICTED AS DESCRIBED IN THE AGREEMENT. NO REGISTRATION OR TRANSFER OF THESE SECURITIES WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH, AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY THE PROVISIONS OF THE AGREEMENT.
>
> ONLY MEMBERS ARE ENTITLED TO EXERCISE THE RIGHTS OF MEMBERS UNDER THE AGREEMENT, INCLUDING INFORMATION RIGHTS, VOTING RIGHTS AND REGISTRATION RIGHTS UNDER THE AGREEMENT. NO PERSON MAY BECOME A MEMBER PURSUANT TO ANY TRANSFER OF UNITS OTHER THAN A TRANSFER THAT IS PERMITTED BY AND IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, WHICH INCLUDES, AMONG THE ABOVE-REFERENCED RESTRICTIONS, RESTRICTIONS ON TRANSFERS TO "COMPETITORS" OF THE COMPANY. A THEN-CURRENT LIST OF SUCH COMPETITORS MAY BE OBTAINED BY CONTACTING: GENERAL COUNSEL, [REORGANIZED CURO], 101 N. MAIN STREET, SUITE 600, GREENVILLE, SC 29601.

Certain Common Units issued on the emergence date pursuant to the exemption from registration under Section 1145 of Title 11 of the Bankruptcy Code ("Section 1145 Securities") will instead bear the following legend on any certificates that may be issued (or the applicable book-entry notation):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE "<u>BANKRUPTCY CODE</u>"). THIS SECURITY MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "<u>SECURITIES ACT</u>"), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE

ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE COMPANY, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO, AND ISSUED IN ACCORDANCE WITH, THE TERMS AND PROVISIONS OF THE LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CURO], DATED AS OF [●], 2024, AS THE SAME MAY BE AMENDED AND/OR RESTATED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS (THE "AGREEMENT"). THE SALE, PLEDGE, HYPOTHECATION, ASSIGNMENT OR TRANSFER IN ANY MANNER, WHETHER DIRECT OR INDIRECT, VOLUNTARY OR INVOLUNTARY, BY OPERATION OF LAW OR OTHERWISE, OF THIS CERTIFICATE AND THE SECURITIES REPRESENTED HEREBY ARE RESTRICTED AS DESCRIBED IN THE AGREEMENT. NO REGISTRATION OR TRANSFER OF THESE SECURITIES WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH, AS DETERMINED BY THE COMPANY IN ITS SOLE DISCRETION. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY THE PROVISIONS OF THE AGREEMENT.

ONLY MEMBERS ARE ENTITLED TO EXERCISE THE RIGHTS OF MEMBERS UNDER THE AGREEMENT, INCLUDING INFORMATION RIGHTS, VOTING RIGHTS AND REGISTRATION RIGHTS UNDER THE

AGREEMENT. NO PERSON MAY BECOME A MEMBER PURSUANT TO ANY TRANSFER OF UNITS OTHER THAN A TRANSFER THAT IS PERMITTED BY AND IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, WHICH INCLUDES, AMONG THE ABOVE-REFERENCED RESTRICTIONS, RESTRICTIONS ON TRANSFERS TO "COMPETITORS" OF THE COMPANY. A THEN-CURRENT LIST OF SUCH COMPETITORS MAY BE OBTAINED BY CONTACTING: GENERAL COUNSEL, [REORGANIZED CURO], 101 N. MAIN STREET, SUITE 600, GREENVILLE, SC 29601.

Notwithstanding anything to the contrary in this Agreement, to the extent that any Common Units are held through the facilities of the Depositary Trust Company ("DTC"), nothing in this Agreement shall impose any obligation on DTC to monitor or examine any Transfers of Common Units for compliance with the restrictions on Transfers set forth in this Agreement.

4.3 Voting Rights. Except as required by applicable Law, the holders of Common Units shall have the general right to vote together as a single class and shall be entitled to one vote for each Common Unit held. There shall be no cumulative voting. Members (including any Member who also is a Director) shall be entitled to vote on any matter submitted to a vote of the Members in accordance with this Agreement or the Act (unless such voting is expressly restricted or prohibited herein) but shall have no right to vote on Company matters other than as expressly provided by this Agreement or required by the Act. To the fullest extent permitted under the Act and other applicable Law, the Members hereby cede and otherwise relinquish all voting rights that they might otherwise have to the Board of Directors except as otherwise expressly provided herein. Except as otherwise provided in this Agreement, all decisions and actions to be made as taken by the Members are to be made or taken as approved by Members with an aggregate Percentage Interest in excess of 50%. Except as otherwise provided in this Agreement, any action requiring the consent of the Members entitled to vote thereon or required to be taken at a meeting of such Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by such Members who hold the requisite Percentage Interest or Governance Percentage Interest, as applicable, required for such consent.

4.4 Related Party Transactions. Neither the Company nor any of its Subsidiaries shall enter into, modify (including by waiver) or terminate any transaction, agreement, arrangement or series of related transactions, agreements or arrangements with, or for the benefit of (other than proportionally as a holder of Common Units), any Related Party (a "Related Party Transaction"), other than (i) any Related Party Transaction that is not material to the Company or the applicable Subsidiary, is in the ordinary course of business for both the Company or such Subsidiary and the applicable counterparty and is conducted on arm's-length terms and (ii) customary employment, indemnification or expense reimbursement arrangements with Directors, officers, or employees of the Company, unless such Related Party Transaction is duly approved by a majority of the disinterested Directors. For purposes of this Section 4.4, references to "disinterested Directors" shall be references to those Directors who are not Affiliates of the applicable Related Party and were not appointed to the Board of Directors by the applicable

Related Party. Notwithstanding the foregoing, the Company and its Subsidiaries may enter into, and the approval of a majority of the disinterested Directors shall not be required for, any Related Party Transaction (i) comprising the incurrence of indebtedness or the issuance of debt securities by the Company or its applicable Subsidiary if such Related Party Transaction is subject to the preemptive rights contained in Section 5.2 or (ii) that concerns then-outstanding indebtedness or debt securities of the Company or its applicable Subsidiary if (a) at least 25% of the aggregate principal amount of such additional series or principal amounts of indebtedness or debt securities is, as of immediately prior to the consummation of such debt incurrence or issuance, held by Persons who are not Affiliates of the Company ("Unaffiliated Debtholders") and (b) Unaffiliated Debtholders are eligible to participate *pro rata* in such Related Party Transaction.

4.5 Tender Offers. Subject to the receipt of the required approvals under this Agreement, and subject to compliance with the terms of any applicable indebtedness, the Company shall have the right to periodically conduct one or more tender offers for a portion of the outstanding Common Units from time to time, as determined by the Board of Directors in its sole discretion.

4.6 Record Dates; Meetings.

(a) Record Date. The record date for determining the Members entitled to notice of any meeting or for purposes of any action by written consent, or for any other purpose under this Agreement, shall be the date set by the Board of Directors. If no record date is set, (i) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the Business Day preceding the day on which notice is given or, if notice is waived, at the close of business on the Business Day preceding the date on which the meeting is held; (ii) the record date for determining Members entitled to act by written consent shall be the day on which the first written consent is given and (iii) the record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the tenth (10th) day prior to the date of such other action, whichever is later.

(b) Meetings; Notice. The Company shall not be required to hold an annual meeting of Members. A special meeting of the Members may be called at any time by the Board of Directors, and will be promptly called by the Board of Directors upon the request of any Principal Investor (provided that any Principal Investor shall no longer have the right to call a special meeting of the Members if it has a Governance Percentage Interest below 5%), for the purpose of addressing any matters on which the Members may vote. Any meeting of the Members shall be held at such location as may be determined by the Board of Directors, or may be held by means of remote communication. Following the calling of a meeting, the Board of Directors shall give notice of such meeting in accordance with this Agreement to all Members of record entitled to vote at such meeting, no less than ten (10) and no more than sixty (60) days prior to the date of the meeting. The notice of meeting shall state the place (or method of remote communication by which the meeting shall be held), date and time of the meeting and the general nature of the business to be transacted. No business may be transacted at any meeting other than as set forth in the notice of meeting. A quorum of any meeting of the Members shall consist of a Percentage Interest of no less than 50%, present in person or

represented by proxy. The Members present in person or represented by proxy at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum (provided that the taking of any action, other than adjournment, is approved by the requisite standard specified in this Agreement or in the Act). Members may participate in a meeting by means of a conference telephone or similar communication device that allows all Persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be the equivalent of being present in person at such meeting.

(c) Adjournment. A meeting of Members at which a quorum is present may be adjourned to another time or place and any business that might have been transacted at the original meeting may be transacted at the adjourned meeting. If a quorum is not present at an original meeting, that meeting may be adjourned by the vote of Members holding a majority Percentage Interest present at the meeting, either present in person or represented by proxy. Notice of an adjourned meeting need not be given to Members if the time and place of the reconvened meeting are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than forty-five (45) days or if, after the adjournment, a new record date is fixed for the adjourned meeting, in which case notice of the adjourned meeting shall be given to each Member of record entitled to vote at the adjourned meeting in the manner provided in Section 4.6(b).

(d) Waiver of Notice. The transactions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as though consummated at a meeting duly held after regular call and notice, if a quorum is present at that meeting, either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote that was not present in person or by proxy signs either a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. Attendance of a Member at a meeting shall constitute waiver of notice, other than attendance solely for the purpose of registering a dissent at the beginning of the meeting regarding the failure to give adequate notice of the meeting.

(e) Proxies. At all meetings of Members, or with respect to any written consent of any Member at any time, a Member may vote in person or by proxy executed in writing by such Member or by such Member's duly authorized attorney-in-fact. Such proxy shall be filed with the chairperson of the applicable meeting before or after the time of the meeting, or with the applicable consent (which filing may be by paper filing, electronic or facsimile transmission to the Company in accordance with this Agreement).

4.7 Representations of Members.

(a) Each Initial Member, severally and not jointly, represents and warrants to the Company and every other Initial Member that, as of the date hereof, such Member has not made or entered into, and is not a party to, any agreement, understanding or arrangement, oral or written, with respect to the governance of the Company or the relationship between or among the Company, the Directors, such Initial Member or any other Initial Member, in each case (i) other than as set forth in this Agreement or (ii) for any agreements, understandings or arrangements solely involving such Initial Member and its Affiliates.

(b) Until such time as the Company becomes subject to reporting obligations under the Exchange Act, the Company may request any Member to provide the Company with a certificate, within thirty (30) days of such request, certifying whether such Member is an "accredited investor" (within the meaning of Rule 501(a) under Regulation D of the Securities Act).

4.8 Registration Rights. The Members shall have the registration rights set forth on Annex A to this Agreement, which is hereby made part of this Agreement as if it was set forth in full in this Section 4.8.

ARTICLE V
MEMBERS' CAPITAL COMMITMENTS, CAPITAL CONTRIBUTIONS AND UNITS

5.1 Capital Contributions. Each Initial Member shall be automatically deemed to have made a contribution to the capital of the Company in the amount set forth in the books and records of the Company. Except as required by applicable Law, no Member will be required to make any additional contribution to the capital of the Company. However, subject to the approval of the Board of Directors, a Member may, at any time and in its sole discretion, make additional contributions to the capital of the Company. No Member shall be entitled to the return of any part of its capital contribution except as specified in this Agreement. No Member shall be required to loan the Company any funds.

5.2 Preemptive Rights.

(a) Preemptive Rights. After the Emergence Date and prior to an IPO, subject to Section 5.2(i), if the Company or any of its Subsidiaries proposes to issue any New Securities to any Person (the "Subject Purchaser"), each Member that has (in the aggregate with all Affiliates of such Member) a Percentage Interest of 2% or greater (measured as of the date of the applicable Preemptive Offer Notice) (collectively, "Preemptive Rights Members") shall have the right (a "Preemptive Right") to purchase such Preemptive Rights Member's *pro rata* share of the New Securities (determined based on such Preemptive Rights Member's Percentage Interest relative to the Percentage Interest of all other Preemptive Rights Members, measured as of the date of the applicable Preemptive Offer Notice) (the "Proportionate Percentage"), at the same price and on the same other terms as such New Securities are proposed to be issued and sold.

(b) Preemptive Offer Notice. Not later than ten (10) Business Days prior to any issuance of New Securities giving rise to Preemptive Rights under this Section 5.2, the Company shall deliver to each Preemptive Rights Member a notice (the "Preemptive Offer Notice") that (i) includes the principal terms and conditions of the proposed issuance, including (A) the number of New Securities proposed to be issued, (B) the price per unit of the New Securities and (C) the proposed issuance date; (ii) sets forth such Preemptive Rights Member's Proportionate Percentage; and (iii) offers to sell to such Preemptive Rights Member its Proportionate Percentage of such New Securities, in each case at the price and on the terms and conditions set forth in the Preemptive Offer Notice. The Preemptive Offer Notice shall by its terms remain open for a period of ten (10) Business Days from the date of delivery thereof (the

"Preemptive Rights Election Period") and shall specify the date on which the New Securities will be sold to accepting Preemptive Rights Members (which shall be at least ten (10) Business Days but not more than 180 days after the date of delivery of the Preemptive Offer Notice). The failure of any Preemptive Rights Member to respond to the Preemptive Offer Notice during the Preemptive Rights Election Period shall be deemed a waiver of such Preemptive Rights Member's Preemptive Rights with respect to the applicable Preemptive Offer Notice.

(c) Post-Issuance Notice. Notwithstanding the requirements of Section 5.2(b), the Board of Directors may determine in connection with any issuance of New Securities to defer the issuance of the Preemptive Offer Notices until after the issuance of the New Securities, in which case the Preemptive Offer Notices shall be given promptly after the issuance of the New Securities and the Company shall ensure that each Preemptive Rights Member that elects to exercise its Preemptive Rights within the Preemptive Rights Election Period is offered the right to acquire from the applicable Subject Purchaser (directly or indirectly), no later than ten (10) Business Days following the end of the Preemptive Rights Election Period, such Preemptive Rights Member's Proportionate Percentage of the New Securities that were issued in such issuance and otherwise on the terms set forth in the other provisions of this Section 5.2.

(d) Acceptance. Each Preemptive Rights Member shall have the right, during the Preemptive Rights Election Period, to elect to purchase any or all of its Proportionate Percentage of the New Securities at the purchase price and on the terms set stated in the Preemptive Offer Notice. Notice by any Preemptive Rights Member of its acceptance, in whole or in part, of the offer set forth in a Preemptive Offer Notice (a "Notice of Preemptive Rights Acceptance") shall be irrevocable upon delivery to the Company prior to the end of the Preemptive Rights Election Period, and shall set forth the number of New Securities such Preemptive Rights Member elects to purchase.

(e) Underallotment. Each Preemptive Rights Member shall have the additional right to offer in its Notice of Preemptive Rights Acceptance to purchase any of the New Securities not accepted for purchase by any other Preemptive Rights Members, in which event such New Securities not accepted by such other Preemptive Rights Members shall be deemed to have been offered to and accepted by the Preemptive Rights Members exercising such additional right under this Section 5.2(e) *pro rata* in accordance with their respective Proportionate Percentages (determined based on such Preemptive Rights Member's Percentage Interest relative to the Percentage Interest of all other Preemptive Rights Members exercising this right pursuant to this Section 5.2(e)) on the same terms and conditions as those specified in the Preemptive Offer Notice, but in no event shall any such electing Preemptive Rights Member be allocated a number of New Securities in excess of the maximum number of New Securities such Preemptive Rights Member has elected to purchase in its Notice of Acceptance.

(f) Closing. The closing of an issuance of New Securities pursuant to this Section 5.2 shall take place on the proposed issuance date set forth in the Preemptive Offer Notice; provided that consummation of an issuance may be extended beyond such date to the extent necessary to obtain any applicable governmental approval or other required approval or to satisfy other conditions set forth in the Preemptive Offer Notice (and notice of any such extension will be given to the applicable Preemptive Rights Members). At the closing of such issuance, each Member participating in the issuance shall be delivered the notes, certificates or

other instruments (if any) evidencing the New Securities to be issued to such Member, registered in the name of such Member or its designated nominee, free and clear of any liens (other than any liens arising pursuant to this Agreement or applicable securities laws), with any transfer tax stamps affixed, against delivery by such Member of the applicable consideration. Each Member participating in such issuance shall take or cause to be taken all such reasonable actions as may be reasonably necessary or desirable in order to expeditiously consummate such issuance pursuant to this Section 5.2 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other customary documents or instruments and filing applications, reports, returns, filings and other documents or instruments with Governmental Authorities.

(g) Post-Closing Sales. If Notices of Preemptive Rights Acceptance given by the Preemptive Rights Members do not cover in the aggregate all of the New Securities, the Company may, during the 180 days following the end of the Preemptive Rights Election Period sell to any other Person or Persons all or any part of the New Securities not covered by such notices, only on terms and conditions that are no more favorable, with respect to price or with respect to other material terms in the aggregate, to such Person or Persons or less favorable, with respect to price or with respect to other material terms in the aggregate, to the Company than those set forth in the Preemptive Rights Offer Notice. If the Company does not sell the New Securities pursuant to this Section 5.2(g) during such 180-day period, then the Company shall be required to again comply with this Section 5.2 prior to any sales of the New Securities.

(h) Securities Law Matters. Notwithstanding anything to the contrary herein, it shall be a condition of the exercise of any Preemptive Rights under this Agreement that the applicable Preemptive Rights Member meets all requirements under all applicable securities Laws for participation in the applicable issuance, in the reasonable determination of the Company, and has executed and delivered to the Company appropriate evidence of such status.

(i) Excluded Transactions. Preemptive Rights under this Section 5.2 shall not apply to issuances or sales of securities in any Excluded Transaction.

5.3 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may otherwise have to bring or maintain any action for partition with respect to the property of the Company.

ARTICLE VI
DISTRIBUTIONS

6.1 Distributions Generally. The Board of Directors may distribute the Company's available cash and other assets to the Members at such times and in such amounts as it determines to be appropriate, in the order and priority provided in this Article VI (subject to the terms of this Agreement and to applicable Law).

6.2 Priority of Distributions. Any distribution (whether of cash or property) shall be made to the holders of Common Units on a *pro rata* basis.

6.3 In-Kind Distributions. The Board of Directors may from time to time make distributions of Company Assets other than money in the manner described in Section 6.2 on the basis of the net fair market value (as determined by the Board of Directors) of the property to be distributed. Except as provided in the previous sentence of this Section 6.3, no Member shall have any right or power to demand or receive Company Assets other than money from the Company.

6.4 Limitation Upon Distributions. No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation on distributions provided in the Act.

6.5 Withholding. The Company is authorized to deduct and withhold from payments and distributions any amounts required to be deducted or withheld under applicable Law. All amounts deducted or withheld with respect to any Member or any Person owning an interest, directly or indirectly, in such Member shall be treated as amounts distributed to the Member with respect to which such amount was deducted or withheld pursuant to Section 6.2 or Section 8.2, as applicable, for all purposes under this Agreement. Neither the Company nor any of its officers, directors or agents shall be liable for any over-withholding in respect of any Member's Membership Interest, and, in the event of such over-withholding, a Member's sole recourse shall be to apply for a refund from the appropriate Governmental Authority.

ARTICLE VII
TRANSFER OF INTERESTS AND ADMISSION OF MEMBERS

7.1 Transfers of Membership Interests.

(a) Restriction on Transfer. The Members may Transfer any Units, except as prohibited by any provision of this Agreement, including Section 7.1(b). The Members and beneficial owners (as such term is used in Rule 13d-3 under the Exchange Act) of any Units shall not Transfer any Units (or beneficial ownership therein) in violation of this provisions of this Agreement. Any attempt to Transfer any Units or beneficial ownership in any Units in violation of the provisions of this Agreement, including this Article VII, shall be null and void *ab initio* and the Company shall not register or effect any such Transfer.

(b) No Transfer shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or to the Units to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the Company or any Member under the Exchange Act or would otherwise require the Company or any Member to make any filing with the Securities and Exchange Commission, (iii) such Transfer would, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act, (iv) following such proposed Transfer, the Company would have either (x) in the aggregate, more than nineteen hundred (1,900) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (y) in the aggregate, more than four hundred and fifty

(450) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the Securities Act or (v) the transferor and transferee have failed to comply with Section 4.1(e) or the Company has not received an executed Joinder in a form reasonably acceptable to the Company (determined, in the case of each of the foregoing, in the Company's sole discretion) and, if requested by the Company, an opinion of counsel or other evidence reasonably requested by the Company in connection with the foregoing. In addition, no Transfer shall be permitted if such Transfer is to a Competitor, other than any Transfer pursuant to a Drag-Along Disposition Transaction or a Company Sale, without the prior consent of the Board of Directors. Each Member further acknowledges that, to the extent such Member is an "underwriter" (as defined in Section 1145(b)(1) of the Bankruptcy Code), such Member may not be able to Transfer any Units in the absence of an effective registration statement under the Securities Act or an exemption from registration thereunder.

7.2 Resignation or Withdrawal of Members. A Member does not have any right to resign, dissociate, or withdraw such Member's capital from the Company, except that a Member shall cease to be a Member upon the Transfer of all of such Member's Membership Interests. In furtherance of the foregoing, no Member shall be entitled to any distribution under section 18-604 of the Act or any other provision of the Act whether upon the withdrawal of such Member from the Company or otherwise. A Member shall cease to be a member of the Company upon the bankruptcy or involuntary dissolution of such Member as provided in Section 18-304 of the Act; provided that thereafter any such former Member shall only be entitled to the economic rights of an assignee of membership interests under the Act.

7.3 Drag-Along Right.

(a) If any Drag-Along Triggering Holder proposes to Transfer Units representing a Percentage Interest of 50% or more, other than in a Drag-Along Exempt Transaction, or to otherwise effect a Company Sale, to any *bona fide* third party or parties that are not Affiliates of any such Drag-Along Triggering Holder (collectively, "Drag-Along Purchasers" and such transaction a "Drag-Along Disposition Transaction"), the Drag-Along Triggering Holders shall have the right to require each other Member (collectively, the "Drag-Along Members") to Transfer to the Drag-Along Purchasers such number of outstanding Units owned by each such Drag-Along Member determined in accordance with this Section 7.3, or vote its Common Units and take any other actions in furtherance thereof on the same terms and conditions applicable to the Drag-Along Triggering Holders. The Drag-Along Triggering Holders shall send a written notice (a "Drag-Along Notice") to each other Member not less than ten (10) Business Days prior to the date upon which such sale or disposition is scheduled to close. Each Drag-Along Notice shall (i) specify in reasonable detail all the terms and conditions (including purchase price) upon which such Drag-Along Disposition Transaction is to occur, and (ii) make reference to this Section 7.3 and state that each Drag-Along Member is obligated to Transfer its Drag-Along Units pursuant to such Drag-Along Disposition Transaction subject to the terms of this Section 7.3. A "Drag-Along Exempt Transaction" shall mean any Transfer or proposed Transfer (x) to an Affiliate of the transferring Member, (y) to another Member (who is a Member prior to such Transfer) or (z) in connection with an IPO.

(b) In connection with any Drag-Along Disposition Transaction, each Drag-Along

Member shall be required to sell or dispose of the number of Units (the "Drag-Along Units") requested by the Drag-Along Triggering Holders, which (i) may be equal to 100% of the Units held by any Drag-Along Members with a Percentage Interest (in the aggregate with all Affiliates of such Drag-Along Member) less than or equal to 1% (provided that any request pursuant to this clause (i) shall apply to all Drag-Along Members with a Percentage Interest (in the aggregate with all Affiliates of such Drag-Along Member) less than or equal to such percentage), and (ii) shall otherwise be based on a percentage of such Drag-Along Member's total Units that is no greater than the percentage of the Units held by the Drag-Along Triggering Holders that are being sold or disposed of by the Drag-Along Triggering Holders (calculated in the aggregate for all Drag-Along Triggering Holders). Each Drag-Along Member shall receive as consideration upon such Drag-Along Disposition Transaction for its Units or Equity Securities the same amount and type of consideration per Unit, on the same terms and conditions as are applicable to the Units to be sold by the Drag-Along Triggering Holders. Each Drag-Along Member shall execute the applicable transaction agreement and shall agree severally and not jointly to the same covenants, representations and warranties, escrow arrangements and holdback arrangements as the Drag-Along Triggering Holders agree to in connection with the Drag-Along Disposition Transaction. Each Drag-Along Triggering Holder and Drag-Along Member shall bear a *pro rata* share of the fees and expenses incurred by the Company in connection with any Drag-Along Disposition Transaction, in each case based on the proceeds to be received by such Drag-Along Member or Drag-Along Triggering Holder. To the extent any Drag-Along Member is required to provide indemnification in connection with the Drag-Along Disposition Transaction, the indemnification obligations of such Drag-Along Member shall be (x) several and not joint, (y) no less favorable to such Drag-Along Member than that resulting from *pro rata* indemnification among all the Drag-Along Members (other than with respect to indemnification arising from breaches of customary representations relating to such Drag-Along Member's ownership of Units and authority) and the Drag-Along Triggering Holders based on the proceeds to be received by such Drag-Along Member or Drag-Along Triggering Holder in the Drag-Along Disposition Transaction and (z) limited to the aggregate proceeds received by such Drag-Along Member in such Drag-Along Disposition Transaction. Each Member agrees to waive or cause to be waived any dissenters' rights, appraisal rights or similar rights and all claims of fiduciary duty breach in connection with such Drag-Along Disposition Transaction. No Member shall be subject to (or be required to agree to) any non-competition, non-solicitation or similar restrictive covenants in connection with any Drag-Along Disposition Transaction. Each Member shall, in connection with any Drag-Along Disposition Transaction, use their commercially reasonable efforts to obtain any required consents, and shall take any and all other actions that are reasonably necessary in furtherance of the Drag-Along Disposition Transaction, including granting to the Company (A) an irrevocable proxy coupled with an interest to vote, including in any action taken by written consent, such Member's Units to approve any Drag-Along Disposition Transaction and (B) an irrevocable power of attorney coupled with an interest to execute and deliver in the name and on behalf of such Member all such agreements, instruments and other documentation as is required to transfer such Member's Units; provided that the Company may exercise the proxy and power of attorney granted by each Member pursuant to clauses (A) and (B) at any time as may be necessary to consummate a Drag-Along Disposition Transaction only if such Member fails to comply with the provisions of this Section 7.3(b) within five (5) days of receiving notice of any such request. Notwithstanding anything in this Section 7.3, the Members agree that the

foregoing agreements by the Members shall not prohibit any Member from raising or pursuing any claim that a purported Drag-Along Disposition Transaction does not comply with this Section 7.3 or this Agreement.

7.4 Tag-Along Rights. If any Member or group of Members (for purposes of this Section 7.4, in each case, collectively the "Selling Investor") propose to Transfer Common Units representing a Percentage Interest of 50% or more, in a single transaction or a series of related transactions (other than in a Tag-Along Exempt Transaction), to any Person (a "Tag-Along Sale"), the Selling Investor must provide the Company and each other Member with written notice (a "Tag-Along Notice") of such Tag-Along Sale, which notice must state (a) the identity of the Selling Investor(s), (b) the identity of the proposed purchaser of the Common Units, (c) the number of Common Units proposed to be Transferred by each Selling Investor and (d) the proposed purchase price and form of consideration and payment in such Tag-Along Sale, including a calculation of the consideration to be received per Common Unit, and all other material terms and conditions of the proposed Tag-Along Sale. Subject to the terms of this Section 7.4, each Member that is not a Selling Investor shall have the right to participate in the proposed Tag-Along Sale by Transferring, at the same price and on the other terms and conditions specified in the Tag-Along Notice, up to the same percentage of such Member's Common Units as the percentage of the Selling Investor's Common Units (calculated on an aggregate basis for all Selling Investors) proposed to be Transferred in the Tag-Along Sale. In order to participate in the Tag-Along Sale, a Member must deliver a written notice to the Selling Investor (the "Tag-Along Holder Notice") during the ten (10) Business Day period after the date of delivery of the Tag-Along Notice, which Tag-Along Holder Notice shall state the number of Units such Member proposes to include in the Tag-Along Sale (which shall not exceed the maximum amount computed in accordance with the terms set forth herein). If the proposed purchaser elects to purchase less than all of the Common Units offered for sale specified in the Tag-Along Holder Notices and by the Selling Investor(s), then each Member that has delivered a valid Tag-Along Holder Notice shall have the right to include its *pro rata* portion of the Common Units to be Transferred to such purchaser on the same terms and conditions as the Selling Investor(s) in exchange for a *pro rata* portion of consideration to be received by the Selling Investor(s). Each Member delivering a Tag-Along Holder Notice shall agree, severally and not jointly, to the same covenants, representations and warranties as the Selling Investor(s) agree to in connection with the Tag-Along Sale (provided that no Member shall be subject to (or be required to agree to) any non-competition, non-solicitation or similar restrictive covenants in connection with any Tag-Along Sale). To the extent any Transferring Member is required to provide indemnification in connection with the Tag-Along Sale, the indemnification obligations of such Member shall be (i) several and not joint, (ii) no less favorable to such Member than that resulting from *pro rata* indemnification among all the Transferring Members (including the Selling Investor(s)) based on the proceeds to be received by such other Members (including the Selling Investor(s)) in the Tag-Along Sale and (iii) limited to the fair market value of the cash, property or other assets received by such Member in such Tag-Along Sale. A "Tag-Along Exempt Transaction" shall mean any Transfer or proposed Transfer (v) to an Affiliate of the Transferring Member, (w) to another Member (who is a Member prior to such Transfer), (x) if the Member is an individual, to the spouse, domestic partner, sibling, child or other lineal descendant of such Member (including adoptive relationships and stepchildren) and the spouses of each such natural person, (y) in a transaction subject to the provisions of Section 7.3 or (z) in connection with an IPO. The provisions of this Section 7.4 shall apply, *mutatis mutandis*, in the

event the Company issues Units other than Common Units.

ARTICLE VIII
DISSOLUTION AND LIQUIDATION OF THE COMPANY

8.1 Dissolution Events. This Section 8.1 sets forth the exclusive events which will cause the dissolution of the Company. The provisions of Section 18-801 of the Act that apply unless the Agreement otherwise provides shall not be operative. The Company shall be dissolved upon any of the following events (each a "Dissolution Event"):

(a) The approval of the Board of Directors to dissolve the Company; or

(b) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

The dissolution of the Company pursuant to this Section 8.1 shall be effective on the date such Dissolution Event occurs, but the Company shall not terminate until the Company Assets have been distributed as provided herein. Except as provided in this Section 8.1, the Company shall not dissolve due to the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or under any other circumstances described, or to which reference is made, in section 18-801 of the Act. Notwithstanding anything to the contrary in this Agreement, no Member shall (i) resign from the Company prior to the dissolution and winding up of the Company except in connection with a Transfer of Units pursuant to the terms of this Agreement, or (ii) take any action to dissolve, terminate or liquidate the Company or to require apportionment, appraisal or partition of the Company or any of its assets, or to file a bill for an accounting, except as specifically provided in this Agreement, and each Member, to the fullest extent permitted by applicable law, hereby waives any rights to take any such actions under applicable law, including any right to petition a court for judicial dissolution under Section 18-802 of the Act.

8.2 Winding Up. Upon the occurrence of a Dissolution Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors, and the Members. Under such circumstances the Board of Directors shall not take any action that is inconsistent with, or not necessary or appropriate for, the winding up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall remain in full force and effect until such time as all of the Company Assets have been distributed or otherwise applied in the manner provided in this Section 8.2 and the Company is terminated in accordance with the Act. The Board of Directors (or liquidator, as the case may be) shall be responsible for overseeing the winding up and dissolution of the Company and, in connection therewith, shall take full account of the Company's liabilities and Company Assets, shall cause the Company Assets to be liquidated as promptly as is consistent with obtaining the fair value thereof and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order and priority:

(a) Creditors. First, to the payment (or reasonable provision therefor) of all of the Company's debts and liabilities to the creditors of the Company (including any Members who are creditors) in the order of priority provided by Law, with the Board of Directors making

provision for their payment or satisfaction (which may include establishing such Reserves as the Board of Directors (or liquidator, as the case may be) may deem necessary for the payment of any obligations or contingent liabilities of the Company), and the Board of Directors (or liquidator) may hold such Reserves for such period that it deems advisable for the payment of such obligations and liabilities as they become due and, at the expiration of such period, the balance of such Reserves, if any, shall be distributed as provided in Section 8.2(b); and

(b) Members. Second, a reasonable period of time shall be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. Upon satisfaction (whether by payment or the making of reasonable provision for payment) of the Company's liabilities, the Company's property and assets or the proceeds from the liquidation thereof shall be applied and distributed in accordance with Section 6.2.

(c) A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to each Member within thirty (30) days after the distribution of all of the Company Assets. Such accounting and statements shall be prepared under the direction of the Board of Directors.

8.3 Certificate of Cancellation. Upon the dissolution and commencement of the winding up of the Company, the Board of Directors shall cause a Certificate of Cancellation to be executed on behalf of the Company and filed with the Secretary of State of Delaware, and the Board of Directors shall cause the execution, acknowledgement and filing of any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

ARTICLE IX
WAIVERS; INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Duties and Obligations.

(a) Waiver of Duties. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person, who instead shall be subject only to the express contractual standards set forth herein. Each of the Members and the Company hereby waives, to the fullest extent permitted by applicable Law, any and all duties, including fiduciary duties, that, absent such waiver, may be implied by applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities of a Covered Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's discretion or under a grant of similar authority or latitude), such Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests (or, in the case of an Investor Group Director, the Principal Investor that appointed such Director), and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. A

Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon opinions, reports, statements and other information presented to them or the Company by any Director, officer or employee of the Company or any of the Company's Subsidiaries or by any other Person, as to matters such Covered Person reasonably believes are within that Person's competence, including opinions, reports, statements or other information pertaining to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions might properly be paid.

(b) Exculpation. To the fullest extent permitted under the Act and applicable law, none of the organizer of the Company, any Person appointed to liquidate the Company in accordance with this Agreement, any Director or former Director, officer or former officer, or Member, or any of their respective Affiliates, officers, directors, employees, partners, members, representatives or equity holders, or any director, former director, officer or former officer of any Subsidiary of the Company (each of the foregoing a "Covered Person" and collectively, the "Covered Persons") will be liable to the Company or any other Covered Person for any Loss incurred by reason of any action taken or omitted to be taken by such Covered Person, so long as such actions or omissions do not constitute a violation of the implied contractual covenant of good faith and fair dealing.

(c) Officers. Notwithstanding anything else to the contrary in this Section 9.1, all officers of the Company shall owe the Company and its Members the same fiduciary duties as are owed by an officer of a corporation incorporated under the Laws of the State of Delaware to such corporation and its shareholders under applicable Delaware Law; provided that, for the avoidance of doubt, if a Person is an officer and a Director, the foregoing shall not in any event limit the application of Section 9.1(a) and Section 9.1(b) to such Person, when acting in their capacity as a Director.

(d) Severability. If this Section 9.1 or any portion of it shall be invalidated on any ground by any court of competent jurisdiction, then the duties and personal liability of each Member and each Director to the Company, any of the Members or any other Covered Person (other than an officer or former officer of the Company, in such capacity) shall be eliminated to the greatest extent permitted under the Act.

9.2 Indemnification.

(a) General. Subject to Section 9.2(b) and the limitations set forth therein, the Company, to the fullest extent permitted under applicable Law, shall release, hold harmless, defend and indemnify (collectively, for purposes of this Section 9.2, "indemnify") each Covered Person from any Loss incurred or suffered by such Covered Person, as a party or otherwise, that in any way relates to, or arises out of, or is alleged to relate to or arise out of, any action, inaction or omission on the part of the Company or that Covered Person acting on behalf of the Company or the Members.

(b) Limitations. Notwithstanding anything in Section 9.2(a) to the contrary, the Company is not required to indemnify a Covered Person under this Section 9.2 to the extent that the Loss results from such Covered Person's actual fraud or willful misconduct, as determined

by a final, non-appealable order of a court of competent jurisdiction. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Covered Person engaged in any action or inaction that constituted actual fraud or willful misconduct. The indemnification obligations of the Company pursuant to this Section 9.2 shall be satisfied from and limited to Company Assets and no Covered Person shall have any personal liability on account thereof.

(c) Advancement of Expenses. To the fullest extent permitted by law, expenses incurred by a Covered Person in defending any claim, demand, action, suit or proceeding subject to this Section 9.2 will, promptly upon request by the Covered Person, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to promptly reimburse the Company for those advances to the extent that the Covered Person ultimately is found to not be entitled to indemnification under this Section 9.2.

(d) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred under this Section 9.2 shall not be exclusive of any other right that a Covered Person may have or hereafter acquire under Law, this Agreement or otherwise. Notwithstanding anything herein to the contrary, the indemnification obligations set forth in Article V.B of the Plan of Reorganization are incorporated herein by reference and shall remain in full force and effect and be continuing obligations of the Company and its Subsidiaries and shall survive unimpaired and unaffected, irrespective of when such obligations arose, and not be limited, reduced or adversely affected or terminated, including pursuant to any amendment, modification or restatement of this Agreement after the Emergence Date.

(e) Indemnitor of First Resort. Certain Covered Persons that are directors, officers, employees, stockholders, partners, limited partners, members, equityholders, managers or advisors of any Member or any of such Member's Affiliates or that are otherwise Directors (each such Person, a "Fund Indemnitee") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of such Member and/or its Affiliates or such Fund Indemnitees personally (collectively, the "Fund Indemnitors"). Notwithstanding anything to the contrary in this Agreement or otherwise: (i) the Company is the indemnitor of first resort (*i.e.*, the Company's obligations to each Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance in respect of a Loss or to provide indemnification for such Losses incurred by each Fund Indemnitee are secondary), (ii) the Company shall be required to advance the full amount of Losses incurred by each Fund Indemnitee and will be liable for the full amount of all such Losses paid in settlement to the extent legally permitted and as required by this Agreement, without regard to any rights each Fund Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a Fund Indemnitee with respect to any claim for which such Fund Indemnitee has sought indemnification or advancement of Losses from the Company shall affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the

rights of recovery of such Fund Indemnitee against the Company. The Fund Indemnitors are express third party beneficiaries of the terms of this Section 9.2(e).

(f) Insurance. The Company shall maintain directors' and officers' insurance on customary terms at all times from and after the Emergence Date.

(g) Amendment or Repeal. The rights to exculpation, indemnification and advancement of expenses conferred upon any Covered Person shall be contract rights, vested or shall vest when such person became or becomes a Covered Person, and shall continue as vested contract rights even if such person ceases to be a Covered Person. Any amendment, repeal or modification of, or adoption of any provision inconsistent with, Section 9.1 or this Section 9.2 hereof shall not adversely affect any right to exculpation, indemnification or advancement of expenses granted to any Covered Person pursuant hereto with respect to any act or omission of such Covered Person, or impose any additional or more stringent fiduciary or other duties with respect to any act or omission of such Covered Person, in each case occurring prior to the time of such amendment, repeal, modification or adoption (regardless of whether the proceeding relating to such acts or omissions, or any proceeding relating to such Covered Person's rights to exculpation, indemnification or to advancement of expenses, is commenced before or after the time of such amendment, repeal, modification or adoption), and any such amendment, repeal, modification or adoption that would adversely affect such Covered Person's rights to exculpation, indemnification or advancement of expenses hereunder shall be ineffective as to such Covered Person with respect to any such acts, omissions or time period prior to such amendment, repeal, modification or adoption. The rights provided hereunder shall inure to the benefit of any Covered Person and such person's heirs, executors and administrators, all of whom (notwithstanding anything to the contrary contained herein), shall be express third party beneficiaries of Section 9.1 and this Section 9.2 of this Agreement with the right to enforce the same as if they were parties hereto.

9.3 Waiver of Opportunities. Each Member acknowledges and affirms that the other Members, the Directors and their respective Affiliates and representatives may have, and may continue to participate in, directly or indirectly, investments in assets or businesses that are, or will be, suitable for the Company or competitive with the Company's businesses. Each Member expressly acknowledges and agrees that (a) no Member, Director or any of their respective Affiliates or representatives, including in such capacities, shall have any duty to disclose to the Company or any other Member any such business opportunities and each Member and the Company renounces any expectancy or interest in such business opportunities, whether or not competitive with the Company's businesses and whether or not the Company might be interested in such business opportunity for itself, and (b) no Member, Director or any of their respective Affiliates or representatives shall be obligated to account to the Company or to any other Member for any profits or income earned or derived from other such activities or businesses.

9.4 Limitation on Liability. Except as required by applicable Law, no Covered Person shall be liable for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise. No Member shall be obligated to make any additional capital contribution to the Company.

ARTICLE X
AMENDMENTS; TERMINATION

10.1 Amendments. This Agreement and the Certificate of Formation may be amended, modified or supplemented, and any provision of this Agreement may be waived, from time to time only with the written approval of the Board of Directors, except that:

(a) any amendments, modifications, supplements or waivers of this Agreement or the Certificate of Formation that by their terms are disproportionately and materially adverse to any group of Members (the "Impacted Members") as compared to all other Members shall also require the prior written consent of Impacted Members holding in excess of 50% of the Common Units held by all Impacted Members, other than amendments, modifications, supplements or waivers to cure or clarify any ambiguity or typographical or clerical mistake, implement any clerical, ministerial or administrative or typographical changes or to provide for rights granted to any new or existing Member in connection with the issuance of Equity Securities of the Company to such new or existing Member; provided that (i) such Equity Securities are otherwise issued in compliance with this Agreement and the Certificate of Formation and (ii) such rights do not discriminate among the existing Members;

(b) any amendments, modifications, supplements or waivers of this Agreement or the Certificate of Formation that would (i) require any Member to make any additional capital contributions to the Company or (ii) adversely affect the rights or obligations of any Member set forth in Section 5.2, Section 7.3, Section 7.4, Section 9.1, Section 9.2, this Section 10.1(b) or Section 11.4 of this Agreement or Annex A to this Agreement, shall require the prior written consent of such affected Member(s), other than amendments, modifications, supplements or waivers (x) to cure or clarify any ambiguity or typographical or clerical mistake, implement any clerical, ministerial or administrative or typographical changes applicable to all Members and (y) that have no economic impact on such Member and are not material to the interests of such Member;

(c) any amendments, modifications, supplements or waivers of this Agreement that would adversely affect the rights or obligations of any Principal Investors or of the Other 1.5L Noteholders set forth in Section 3.2 shall require the prior written consent of such affected Principal Investor(s) or the Other 1.5L Noteholders; and

(d) any amendments, modifications, supplements or waivers to Section 3.2(b)(i)(F) shall, as long as the aggregate Governance Percentage Interest of the Principal Investors is not greater than or equal to 85%, require the prior written consent of Members holding in excess of 50% of the Common Units held by all Members other than the Principal Investors.

10.2 Termination.

(a) The rights and obligations set forth in Section 4.4, Section 7.1(b) (with respect to a Transfer to a Competitor), Section 7.3 and Section 7.4 shall terminate upon the earliest to occur of: (i) the consent of Members with a Percentage Interest in excess of 80%, (ii) the occurrence of an IPO, (iii) the dissolution, liquidation or winding up of the Company in accordance with the terms of this Agreement and (iv) the consummation of a Drag-Along

Disposition Transaction in accordance with the terms of this Agreement in which all of the Members participate, either as Drag-Along Triggering Holders or Drag-Along Members (the earliest to occur of the foregoing, a "Specified Termination Event").

(b) From and after the occurrence of a Specified Termination Event (and until further amended in accordance with this Agreement), Section 3.2 shall read as follows: "The Board of Directors shall be composed of such persons as may be elected by Members with a Percentage Interest greater than 50% from time to time. The number of Directors constituting the entire Board of Directors may be increased or decreased from time to time by Members with a Percentage Interest greater than 50% from time to time (provided that the number of Directors may not be reduced below the number of Directors then in office at the time of the applicable action). Each Director shall hold office until his or her respective successor is elected, or until his or her earlier death or resignation or removal in accordance with this Section 3.2. Directors need not be Members of the Company. Each Director shall disclose to the Company all board of directors, or similar governing body, of other entities on which such Director serves during the term of their service as a Director. A Director may be removed, with or without cause, and any vacancy on the Board of Directors may be filled, at any time by Members with a Percentage Interest greater than 50% from time to time. The Board of Directors shall have a Chairperson as selected by a majority of the Board of Directors. The Chairperson shall preside when present at all meetings of the Board of Directors and members; provided that the Chairperson may delegate presiding over meetings to another Director. The Chairperson shall have such powers and duties as designated in accordance with this Agreement and as from time to time may be assigned by the Board of Directors."

(c) From and after the occurrence of a Specified Termination Event (and until further amended in accordance with this Agreement), Section 3.3 shall read as follows: "The presence of a majority of the total number of Directors then in office (with respect to any meeting of the Board of Directors) or the total number of Directors that are members of any committee of the Board of Directors (with respect to any meeting of such committee) shall be needed to constitute a quorum. No action may be taken at a meeting of the Board of Directors or any committee of the Board of Directors unless a quorum is present."

ARTICLE XI
MISCELLANEOUS

11.1 Records. The records of the Company will be maintained at the Company's principal place of business or at such other place as the Company shall select; provided that the Company keep at its principal place of business the records required by the Act to be maintained there. Each Member, at its expense, may inspect and make copies of the records maintained by the Company.

11.2 Notices. All notices and other communications to be given to any party pursuant to this Agreement shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or five days after being mailed by certified or registered mail, with appropriate postage prepaid, or when received in the form of email transmission (receipt confirmation requested), and shall be directed to the address set forth on Schedule 1 for such party, or to the Company at the address set forth below. The Company

will update the notice information set forth on Schedule 1 for any party upon receipt of notice given to the Company pursuant to this Section 11.2 by such party, and may update the notice address for the Company set forth below by giving notice to the other parties to this agreement pursuant to this Section 11.2.

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: General Counsel

11.3 Further Action. Each Member, upon the request of the Company, agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as the Company may reasonably deem to be necessary, appropriate or desirable to carry out the provisions of this Agreement.

11.4 Information Rights.

(a) Subject to Section 11.4(f), each Member shall be entitled to receive, and the Company shall make available, the following reports in a timely manner as described below:

(i) within 150 days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2024), audited annual consolidated financial statements of the Company and its Subsidiaries, certified by a national accounting firm and prepared in accordance with GAAP;

(ii) within seventy-five (75) days after the end of each of the first three fiscal quarters of each Fiscal Year (commencing with the fiscal quarter ending [●], 2024), unaudited quarterly condensed consolidated financial statements of the Company and its Subsidiaries, prepared in accordance with GAAP and with respect to which a national accounting firm has conducted customary procedures; and

(iii) within five (5) Business Days of approval thereof by the Board of Directors, a copy of the annual budget of the Company as prepared by management of the Company.

(b) The information and reports to be provided pursuant to Section 11.4(a) shall, to the extent permitted, be made available to each Member and each of a Member's qualifying prospective Transferees, as applicable, through an online data room maintained by the Company.

(c) The Company shall invite Members to join any conference calls that the Company holds for its lenders to discuss the Company's annual and fiscal results.

(d) Each Member acknowledges that the information made available pursuant to this Section 11.4, including on any conference call pursuant to Section 11.4(c), may include material non-public information concerning the Company and its Subsidiaries, and agrees that it will handle such information in accordance with applicable Law, including applicable securities Laws, and in accordance with Section 11.17 of this Agreement.

(e) Each Initial Member shall be permitted to transfer the information rights set forth in this Section 11.4 to any transferee in any Transfer of Units that is otherwise permitted under this Agreement (provided that the transferring Initial Member may also maintain its rights set forth in this Section 11.4 to the extent that it continues to hold Common Units).

(f) The Company shall not have any obligations pursuant to this Section 11.4 to provide, furnish or give access to any information to any Competitor.

(g) As long as the Governance Percentage Interest of Oaktree is 10% or more, at Oaktree's request, the management team of the Company shall be made reasonably available to, and meet during normal business hours with, members or representatives of the portfolio transformation team of Oaktree (the "Oaktree Portfolio Transformation Team") to discuss matters related to the Company's business. The Company shall reimburse such members or representatives of the Oaktree Portfolio Transformation Team for reasonable out-of-pocket expenses incurred by them in connection with such meetings, including travel expenses, it being understood that neither Oaktree nor such members or representatives of the Oaktree Portfolio Transformation Team shall otherwise be entitled to any management or other fees in connection with such meetings or any services rendered by Oaktree or the Oaktree Portfolio Transformation Team in connection therewith.

11.5 Survival of Rights. Except as provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

11.6 Specific Performance. The Company and each Member agree that the Company and the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that monetary damages (even if available) would not provide an adequate remedy in such event. Accordingly, the Company and each Member acknowledge and agree that, in addition to any other remedy to which the Company may be entitled by Law or at equity, the Company and each Member shall be entitled to seek injunctive relief to prevent or remedy breaches or threatened breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof. The Company and each Member agree that they shall not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the Company or any other Member has an adequate remedy at Law or that any such award is not an appropriate remedy for any reason at Law or in equity. Any Party seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such remedy.

11.7 References to this Agreement; Headings; Scope. Unless otherwise indicated, "Articles," "Sections," "Subsections," "clauses" and "paragraphs" mean and refer to designated Articles, Sections, Subsections, clauses and paragraphs of this Agreement. Words such as "herein," "hereby," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context indicates otherwise. All headings in this Agreement are for convenience of reference only and are not intended to define or limit the scope or intent of this Agreement. This Agreement, including the schedules and annexes hereto, together with the Plan of Reorganization and any subscription agreements entered into between the Members and the

Company, constitutes the entire understanding of the Members with respect to the subject matter hereof and supersedes all prior understandings and agreements in regard hereto. All exhibits, schedules, instruments and other documents referred to herein, and as the same may be amended from time to time, are by this reference made a part hereof as though fully set forth herein.

11.8 Construction. Common nouns and pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person, Persons or other reference in the context requires. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member. Any reference to the Act, Code or other statutes, Laws, or regulations (including the Regulations), forms or schedules shall include the amendments, modifications, or replacements thereof. Whenever used herein, "or" shall include both the conjunctive and disjunctive, "any" shall mean "one or more," and "including" shall mean "including without limitation."

11.9 Validity of Agreement; Severability. Every provision of this Agreement is intended to be severable. If any provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid or unenforceable provision, there will be automatically, as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. In the event the Act or other controlling Law is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the date provided in such interpretation or amendment or in the event the interpretation or amendment does not otherwise provide, from the effective date of such interpretation or amendment.

11.10 No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Company and the Members and their respective successors and assigns, and no other Person, (a) unless express provision is made herein to the contrary (including (1) those provisions made applicable to Covered Persons and Fund Indemnitors under Article IX and (2) as set forth in Section 11.11) and (b) except as specifically provided in the Warrant Agreement or the CVR Agreement, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. No creditor of the Company or of any Member will be entitled to require the Company to solicit or accept any loan or additional capital contribution or to enforce any right which the Company or any Member may have against a Member, whether arising under this Agreement or otherwise.

11.11 Tax Classification.[1] The Company shall be treated as an association taxable as a corporation for all U.S. federal (and applicable state and local) income tax purposes, unless each Principal Investor with a Governance Percentage Interest of at least 5% (or which previously held a Governance Percentage Interest of at least 5% at any time during which the Company would be treated as other than an association taxable as a corporation) determines otherwise (it being agreed and understood that any former Principal Investor which previously held a Governance Percentage Interest of at least 5% at any time during which the Company would be treated as other than an association taxable as a corporation shall be a third party beneficiary of this Section 11.11). Each officer of the Company is authorized to make an election pursuant to Regulations Section 301.7701-3(c) to effect the intended classification.

11.12 Governing Law. The Laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members without regard to the principles of conflict of laws; provided, however, that the foregoing shall not be construed so as to restrict in any manner the ability of the Company to enforce any judgment obtained in any court of competent jurisdiction.

11.13 Jurisdiction. To the maximum extent permitted by Law, each party to this Agreement hereby irrevocably agrees that any legal action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court located in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, to the maximum extent permitted by Law, each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth under, or in accordance with, Section 11.2, such service to become effective ten (10) days after such mailing.

11.14 Cumulative Remedies. Each right, power and remedy of the Company and each Member provided herein or which exists by Law shall be cumulative and in addition to every other right, power or remedy the Company or such Member, as the case may be, may have.

[1] Note to Draft: In the event that the Company is intended to be classified as a partnership for U.S. federal income tax purposes, provisions relevant to a partnership for U.S. federal income tax purposes will be added to this LLC Agreement, and this Section 11.11 will be adapted to reflect such intended classification.

11.15 Counterpart Execution. This Agreement may be executed in any number of counterparts, including by facsimile signature or other electronic transmission, with the same effect as if the Members and the Company had signed the same document.

11.16 No Implied Waiver. The Members and the Company shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, and no waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

11.17 Confidentiality.

(a) Except as and to the extent as may be required by applicable law, Governmental Authorities or regulatory examinations, without the prior written consent of the Board of Directors, the Members shall not make, and shall direct their officers, directors, agents, employees and other representatives not to make, directly or indirectly, any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of Confidential Information or any of the terms, conditions or other aspects of this Agreement; provided, however, that the Members and their respective equity owners may disclose Confidential Information (i) to their respective investors, limited partners or other similar Persons of the Members and their respective Affiliates, as applicable, who are subject to obligations of confidentiality, and in confidential materials delivered to prospective investors, limited partners or other similar Persons of the Members and their Affiliates, as applicable, who are subject to obligations of confidentiality; provided that the Members will use commercially reasonable efforts to, or cause their Affiliates to, enforce their respective rights in connection with a breach of such confidentiality obligations by any Person receiving Confidential Information pursuant to this clause (i); (ii) to a *bona fide* potential purchaser of Units held by such Member if such *bona fide* potential purchaser executes a confidentiality agreement with such Member containing terms at least as protective as the terms set forth in this Section 11.17 and which, among other things, provides for third-party beneficiary rights in favor of the Company to enforce the terms of such agreement; and (iii) to such Members' and its Affiliates' respective directors, officers, employees, agents and advisors (including, without limitation, attorneys, accountants, consultants and financial advisors), in each case who have been advised as to the obligations of confidentiality set forth in this Agreement and who is not a Competitor. As used in this Agreement, "Confidential Information" means all information, knowledge or data relating to the business, operations, finances, policies, strategies, intentions or inventions of the Company (including any of the terms of this Agreement and any information provided pursuant to Section 11.4) from whatever source obtained, except for any such information, knowledge, systems or data which at the time of disclosure was in the public domain or otherwise in the possession of the disclosing Person unless such information, knowledge or data was placed into the public domain or became known to such disclosing Person in violation of any non-disclosure obligation, including this Section 11.17. Each Member agrees that money damages would not be a sufficient remedy for any breach of this Section 11.17 by a Member, and that in addition to all other remedies, the Company shall be entitled to injunctive or other equitable relief as a remedy for any breach or threatened breach of this provision. Each Member agrees not to oppose the granting of such relief and agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. If any Member is required by applicable Law to disclose any Confidential Information, it must, to the extent permitted by applicable Law, first provide

notice reasonably in advance to the Company with respect to the content of the proposed disclosure, the reasons that such disclosure is required by Law and the time and place that the disclosure will be made (provided that this requirement shall not apply to routine examinations by the applicable supervisory or regulatory body of a Member). Such Member shall cooperate, at the Company's sole cost and expense, with the Company to obtain confidentiality agreements or arrangements with respect to any legally mandated disclosure and in any event shall disclose only such information as is required by applicable Law when required to do so. Notwithstanding anything to the contrary in this Agreement, a Person who ceases to be a Member for purposes of this Agreement (as a result of a Transfer of all of its Units or otherwise) shall continue to be subject to the obligations set forth in this Section 11.17 for twelve months following the date on which such Person is no longer a Member.

(b) The Company acknowledges that each of the Principal Investors is a multi-strategy investment firm and, in the ordinary course of business through separate platforms, engages in a variety of investing activities (including the provision of debt financing, the investment in and formation and operation of various operating companies and joint ventures, and the purchase and sale of securities and syndicated bank debt) and that nothing in this Agreement shall restrict such activities of such other platforms; provided that none of the Confidential Information is used or disclosed in connection therewith. Each of the Principal Investors has in place compliance procedures, which monitor the receipt of Confidential Information and restrict the dissemination of Confidential Information to personnel of such Principal Investor and its affiliates who trade or may trade in the securities of the Company and/or its affiliates and certain other employees of the firm (collectively, the "Public Side Teams"). Accordingly, notwithstanding anything to the contrary in this Agreement, the Company acknowledges and agrees that, to the extent that the foregoing procedures are applied or an affirmative defense pursuant to paragraph (c) of the Rule 10b5-1 under the Exchange Act is applicable, this Agreement shall not in any way restrict or limit the activities of the Principal Investors, or any funds, accounts or other investment vehicles managed by them so long as they are not then in possession of Confidential Information and are not otherwise acting at the direction of any personnel who have received Confidential Information.

11.18 IPO Matters. If any initial public offering of the Company's Equity Securities is approved by the Board of Directors, then the Company may effect a conversion, recapitalization, reorganization or exchange of securities of the Company or any portion of the Company or any Subsidiary of the Company into one or more corporations, limited liability companies, limited partnerships or other business entities in order to effect such initial public offering without the need for the approval of any Members or the holders of any Units; provided that each Member receives capital stock or other securities with substantially similar economic and other rights, privileges and preferences as those possessed by the Units held by the applicable Member immediately prior to the consummation of such transaction (other than to the extent otherwise provided in this Agreement). The Company shall pay the reasonable, documented out-of-pocket expenses incurred by the Members in connection with such a conversion, recapitalization, reorganization or exchange, and the Members agree to enter into such agreement or agreements as may be necessary in order to preserve the rights and obligations of the Members hereunder as

in effect immediately prior to the consummation of such initial public offering (other than to the extent otherwise provided in this Agreement).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

COMPANY:

[REORGANIZED CURO]

By: ____________________________________
Name:
Title:

SCHEDULE 1

MEMBERS INFORMATION

[To be attached]

SCHEDULE 2

COMPETITORS

[To be populated]

SCHEDULE 3

INITIAL MEMBERS

[To be attached]

Each Person not set forth above that (a) received Common Units on the Emergence Date pursuant to the Plan (for the avoidance of doubt, not including any issuances pursuant to the Management Incentive Plan), (b) is bound by this Agreement as a Member pursuant to the operation of the Plan and (c) that furnishes evidence, reasonably satisfactory to the Company, of such Person's beneficial ownership (including the power to vote and to control the disposition of such Common Units) as of the Emergence Date, including evidence of such beneficial ownership of shares held through the facilities of DTC.

ANNEX A

REGISTRATION RIGHTS

Section 1.1. Demand Registration Rights.

(a) Any Principal Investor or group of Principal Investors may request that the Company effect a registration of some or all of the Registrable Securities held by such Principal Investor(s) (provided that such Registrable Securities have an estimated fair market value of at least $50,000,000) on Form S-1 (or any successor form thereto) under the Securities Act in connection with a public offering of such Registrable Securities, as follows: (i) following the completion of an IPO, on up to five (5) separate occasions, upon the written request of Members with an aggregate Governance Percentage Interest of not less than 9% or (ii) on or after the fifth anniversary of the Emergence Date, upon the written request of Principal Investors with an aggregate Governance Percentage Interest of not less than 40%. Each request pursuant to this Section 1.1(a) shall be made in writing, and shall include the identity of the Requesting Investor(s) and the approximate number of Registrable Securities proposed to be included in the relevant registration. The right of each Requesting Investor to have Registrable Securities included in an offering pursuant to this Section 1.1(a) shall be conditioned (if an underwritten offering) upon each Requesting Investor entering into (together with the Company) an underwriting agreement in customary form with the managing underwriter or underwriters selected for such underwriting by the majority vote of the selling Principal Investors, with the consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned) (the "Company Underwriter"). Subject to Section 1.3, the Company shall, at its own expense and as soon as reasonably practicable after such written request, but in any event within (x) ninety (90) days for a registration requested pursuant to clause (i) above and (y) 120 days for a registration requested pursuant to clause (ii) above, as applicable, after the date such request is given by the Requesting Investors, (A) file (or confidentially submit) a Registration Statement on Form S-1 (or any successor form thereto) for all Registrable Securities that the Company has been requested to register and (B) include in such offering the Registrable Securities of the other Members (other than the Requesting Investors) who have requested in writing to participate in such underwritten offering pursuant to Section 1.2. The Company shall not be required to effect more than two (2) registrations requested pursuant to clause (i) of the first sentence of this Section 1.1(a) in any twelve-month period. A registration shall not count against any of the limitations on the number of registrations pursuant to this paragraph until the applicable registration statement has become effective. The Requesting Investors making a request for a registration pursuant to this Section 1.1(a) at any time prior to the effective date of the applicable registration statement may request that the registration statement be withdrawn, and the Company will withdraw the applicable registration statement; provided that the Requesting Investors shall pay all fees, expenses and other costs of the Company incurred in connection with such request.

(b) Following the Company becoming eligible for use of Form S-3 (or any successor form thereto) under the Securities Act in connection with a public offering of its Securities, any Principal Investor or group of Principal Investors that collectively hold Registrable Securities representing a Governance Percentage Interest of at least 5% at the time of the applicable request may request that the Company register, under the Securities Act on Form S-3 (or any successor form then in effect) (an "S-3 Registration"), all or a portion of the Registrable Securities held by such Requesting Investors (provided that such Registrable Securities represent a Governance Percentage Interest of at least 2%). If requested by such Requesting Investors, such S-3 Registration shall be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act. Each request pursuant to this Section 1.1(b) shall be made in writing, and shall include the identity of the Requesting Investor(s), the approximate number of Registrable Securities proposed to be included in the relevant registration and whether such Registration is requested to be on a continuous basis. The Company shall use its reasonable best efforts to (i) cause such registration pursuant to this Section 1.1(b) to become and remain effective as soon as practicable, but in any event not later than sixty (60) days after it receives a request therefor and (ii) subject to Section 1.3, include in such offering the Registrable Securities of the other Members (other than the Requesting Investors) who have requested in writing to participate in such S-3 Registration pursuant to Section 1.2. The Company shall not be required to conduct or facilitate an underwritten offering pursuant to such S-3 Registration unless the estimated fair market value of Registrable Securities to be sold in such offering is at least $50,000,000. For the avoidance of doubt, a request by a Requesting Investor for an S-3 Registration pursuant to this Section 1.1(b) will not be deemed to be a request by a Requesting Investor for purposes of the maximum allowance set forth by Section 1.1(a)(i).

(c) If the Board of Directors determines in good faith that any registration of Registrable Securities should not be made or continued because it would materially interfere with any bona fide material financing, acquisition, corporate reorganization or merger or other material transaction or occurrence involving the Company that has not been, and is not otherwise required to be, disclosed to the public and the premature disclosure of which would materially affect the Company in an adverse manner (a "Valid Business Reason"), the Company may (i) postpone filing a Registration Statement relating to an S-3 Registration until such Valid Business Reason no longer exists, and (ii) in case a Registration Statement has been filed relating to an S-3 Registration, if the Valid Business Reason has not resulted from actions taken by the Company, the Company, upon the approval of a majority of the Board of Directors acting in good faith, may cause such Registration Statement to be withdrawn and its effectiveness terminated or may postpone amending or supplementing such Registration Statement until such Valid Business Reason no longer exists. Any postponement or withdrawal pursuant to clause (i) or (ii) of the preceding sentence shall not be for a period of more than ninety (90) days on any one occasion or for a period of more than 150 days during any 12-month period. The Company shall give written notice to the Members of its determination to postpone or withdraw a Registration Statement and of the fact that the Valid Business Reason for such postponement or withdrawal no longer exists, in each case, promptly after the occurrence thereof. Notwithstanding anything to the contrary

contained in this Annex A, the Company may not postpone or withdraw a filing due to a Valid Business Reason more than three (3) times in any 12-month period.

(d) The Company shall not be required to effect any registration pursuant to Section 1.1(a) within one hundred twenty (120) days after the effective date of any other Registration Statement of the Company.

Section 1.2. Piggyback Registration Rights. At any time the Company proposes for any reason to register any Equity Securities under the Securities Act (other than a Registration Statement on Form S-4 or S-8 or any successor thereto), including in an offering pursuant to Section 1.1(a) or Section 1.1(b), the Company shall give written notice to each Member (each, a "Participating Member") at least twenty (20) Business Days prior to the proposed filing of the Registration statement in connection with such offering. Following the receipt of such notice, each Participating Member shall be entitled, by the delivery of a written request to the Company no later than ten (10) days following receipt of notice from the Company, to include all or any portion of its Registrable Securities in such filing (subject to Section 1.3. The right of each Participating Member to have its Registrable Securities included in an offering pursuant to this Section 1.2 shall be conditioned (if an underwritten offering) upon each Participating Member entering into (together with the Company) an underwriting agreement in customary form with the Company Underwriter. Subject to Section 1.3, the Company shall (within fifteen (15) Business Days of sending the written notice provided for above to each Member) cause the Company Underwriter to permit the Participating Member to participate in a registration pursuant to this Section 1.2 to include their Registrable Securities in such offering on the same terms and conditions as the Equity Securities being sold for the account of the Company or the Registrable Securities being sold for the account of any other Member.

Section 1.3. Cutback. If the relevant managing underwriter(s) in an underwritten offering contemplated by Section 1.1 or Section 1.2 advise the Company that, or if such managing underwriter(s) are unwilling to so advise the Company, the Company reasonably determines (after consultation with such managing underwriter(s) and the Members proposing to include Registrable Securities in such offering) that the number of Equity Securities requested to be included in such offering exceeds the amount that can be sold in such offering without adversely affecting the distribution of the Equity Securities being offered, then the Company shall reduce the number of Equity Securities to be included in such offering as follows:

(a) in the case of an underwritten offering contemplated by Section 1.1, by (i) first only including Registrable Securities being sold for the account of the Requesting Investor(s), with each Requesting Investor entitled to include its *pro rata* share based on the number of Registrable Securities proposed to be included by such Requesting Investor; (ii) second, to the extent that all Registrable Securities being sold for the account of the Requesting Investors can be included, then only including the total number of Registrable Securities of the Participating Members in such offering as the Company so determines can be included (in addition to all Registrable Securities being sold for the account of the Requesting Investors), with each Participating Member entitled to include its *pro rata* share based on the number of Registrable Securities

proposed to be included by such Participating Member; and (iii) third, to the extent that all Registrable Securities being sold for the account of the Requesting Investors and the Participating Members can be included, then only including the total number of Registrable Securities being sold for the account of the Company that the Company so determines can be included; and

(b) in the case of an underwritten offering contemplated by Section 1.2, by (i) first only including the Registrable Securities being sold for the account of the Company that the Company (after consultation with the relevant underwriter) so determines can be included and (ii) second, to the extent that all Registrable Securities being sold for the account of the Company can be included, then only including the total number of Registrable Securities of the Participating Members in such offering as the Company so determines can be included (in addition to all Registrable Securities being sold for the account of the Company), with each Participating Member entitled to include its *pro rata* share based on the number of Registrable Securities proposed to be included by such Participating Member.

Section 1.4. Holdback Agreements.

(a) To the extent not inconsistent with applicable Law and requested by the relevant underwriter, in the case of an underwritten public offering by the Company or by the Members pursuant to this Annex, each Member that has a Governance Percentage Interest of at least 1% at the time of the applicable underwritten offering (considered on an aggregate basis taking into account all Affiliates of such Member) agrees not to effect any public sale or distribution of any Registrable Securities, including a sale pursuant to Rule 144 under the Securities Act, or offer to sell, contract to sell (including any short sale), grant any option to purchase or enter into any hedging or similar transaction with the same economic effect as a sale of Registrable Securities in each case, during the 90-day period (or such lesser period as the underwriter may agree) beginning on the effective date of the Registration Statement (except as part of such registration) for such public offering; without prior written consent from the underwriters managing the underwritten public offering; provided that nothing in this provision shall prevent any Member from (A) pledging, hypothecating or otherwise granting a security interest in the Registrable Securities or securities convertible into or exchangeable for Registrable Securities to one or more lending institutions as collateral or security for any loan, advance or extension of credit and any transfer upon foreclosure upon such Registrable Securities or such securities, (B) transferring Registrable Securities to an Affiliate, or (C) transferring Registrable Securities pursuant to a final non-appealable order of a court or regulatory agency. The foregoing lockup period restrictions shall be applicable on substantially similar terms to the Company and all of its executive officers and directors as reasonably requested by the underwriter.

(b) The Company agrees not to effect any public sale or distribution of any of its Equity Securities (except pursuant to registrations on Form S-4 or S-8 or any successor thereto) during the period beginning on the effective date of any Registration Statement filed pursuant to Section 1.1 in which the Members are participating and ending on the earlier of (i) the date on which all Registrable Securities registered on such

Registration Statement are sold and (ii) 180 days (or such lesser period as the applicable underwriter (or, if there is no underwriter, the Requesting Investors representing a majority of the Registrable Securities to be sold in the applicable offering) may agree) after the effective date of such Registration Statement.

Section 1.5. Registration Procedures. Whenever registration of Registrable Securities has been requested pursuant to Section 1.1 or Section 1.2, the Company shall use its reasonable best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as promptly as practicable, and in connection with any such request, the Company shall, as promptly as practicable:

(a) prepare and file (or confidentially submit) with the SEC a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of such Registrable Securities in accordance with the intended method of distribution thereof, and cause such Registration Statement to become effective and, upon the request of the Members owning a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to 120 days or, if earlier, until the distribution contemplated by the registration statement has been completed; provided that (i) before filing a Registration Statement or prospectus or any amendments or supplements thereto, the Company shall provide one legal counsel selected by holders of a majority of the Registrable Securities to be included in such Registration Statement ("Members' Counsel") with an adequate and appropriate opportunity to review and comment on such Registration Statement and each prospectus included therein (and each amendment or supplement thereto) to be filed with the SEC, subject to such documents being under the Company's control, and (ii) the Company shall promptly notify Members' Counsel and each seller of Registrable Securities of any stop order issued or threatened by the SEC and promptly take all action required to prevent the entry of such stop order or to remove it if entered;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the lesser of (i) 180 days and (ii) such shorter period terminating when all Registrable Securities covered by such Registration Statement have been sold; provided that if a Requesting Investor has requested that an S-3 Registration be for an offering on a continuous basis pursuant to Rule 415 under the Securities Act, then the Company shall keep such Registration Statement effective until all Registrable Securities covered by such Registration Statement have been sold or no longer constitute Registrable Securities;

(c) furnish to each seller of Registrable Securities, prior to filing a Registration Statement, a reasonable number of copies of such Registration Statement as is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case, including all exhibits thereto), and the prospectus included in such Registration Statement (including each preliminary prospectus) and any prospectus filed under Rule 424 under the Securities Act

as each such seller may reasonably request in order to facilitate the disposition of the Registrable Securities held by such seller;

(d) register or qualify such Registrable Securities under any "blue sky" Laws of such jurisdictions as any seller of Registrable Securities may request, and continue such qualification in effect in such jurisdiction for as long as permissible pursuant to the Laws of such jurisdiction, or for as long as any such seller requests or until all of such Registrable Securities are sold, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 1.5(d), (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction;

(e) notify each seller of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such Registration Statement contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Company shall promptly prepare a supplement or amendment to such prospectus and furnish to each seller of Registrable Securities a reasonable number of copies of such supplement to or an amendment of such prospectus as may be necessary so that, after delivery to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(f) enter into and perform customary agreements (including an underwriting agreement in customary form with the relevant underwriter) and take such other actions as are prudent and reasonably required in order to expedite or facilitate the disposition of such Registrable Securities, including causing its officers to participate in "road shows" and other information meetings organized by the relevant underwriter;

(g) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, which shall be consistent with the due diligence and disclosure obligations under securities Laws applicable to the Company and the Members, make available at reasonable times for inspection by any managing underwriter participating in any disposition of such Registrable Securities pursuant to a Registration Statement, Members' Counsel and any attorney, accountant or other agent retained by any managing underwriter, all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's and its Subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Person in connection with such Registration Statement;

(h) if such sale is pursuant to an underwritten offering, obtain comfort letters dated the effective date of the Registration Statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by comfort letters as Members' Counsel or the managing underwriter reasonably requests;

(i) furnish, at the request of any seller of Registrable Securities on the date such Registrable Securities are delivered to the underwriters for sale pursuant to such registration or, if such Registrable Securities are not being sold through underwriters, on the date the Registration Statement with respect to such Registrable Securities becomes effective, an opinion (including, in the case of an underwritten offering, a "negative assurance" statement or letter), dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions;

(j) comply with all applicable rules and regulations of the SEC, and make generally available to its Members, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the Registration Statement, an earnings statement covering a period of twelve (12) months beginning after the effective date of the Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) cause all such Registrable Securities to be listed on each national securities exchange on which Registrable Securities of such type are then listed, provided that the applicable listing requirements are satisfied;

(l) keep Members' Counsel advised as to the initiation and progress of any registration under Section 1.1 or Section 1.2 hereunder;

(m) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA; and

(n) take all other steps reasonably necessary to effect the registration of the Registrable Shares contemplated hereby.

Section 1.6. Seller Information. The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish, and such seller shall furnish, to the Company such information regarding the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing, as a condition to including such Registrable Securities in such Registration Statement.

Section 1.7. Notice to Discontinue. Each Member agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 1.5(e) (which notice shall not be required to include any specific information regarding such event), such Member shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Member's receipt of the copies of the supplemented or amended prospectus contemplated by Section 1.5(e) and, if so directed by the Company, such Member shall deliver to the Company (at the Company's expense), or destroy, all copies, other than permanent file copies then in such Member's possession, of the prospectus covering such Registrable Securities that is current at the time of receipt of such notice. If the Company gives any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Annex (including the period referred to in Section 1.5(b)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 1.5(e) to and including the date when sellers of such Registrable Securities under such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 1.5(e).

Section 1.8. Registration Expenses. The Company shall pay all expenses arising from or incident to its performance of, or compliance with, this Annex, including (i) SEC, stock exchange and FINRA registration and filing fees, (ii) all fees and expenses incurred in complying with securities or "blue sky" Laws (including reasonable fees, charges and disbursements of counsel to any underwriter incurred in connection with "blue sky" qualifications of the Registrable Securities as may be set forth in any underwriting agreement), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and expenses of counsel to the Company and of its independent public accountants and any other accounting fees, charges and expenses incurred by the Company (including any expenses arising from any comfort letters or any special audits incident to or required by any registration or qualification), (v) the reasonable legal fees, charges and expenses of Members' Counsel incurred by such Members participating in any registration (up to an aggregate amount of $150,000 for a single offering), and (vi) any liability insurance or other premiums for insurance obtained in connection with any S-3 Registration pursuant to the terms of this Annex, regardless of whether such Registration Statement is declared effective. Each Member holding Registrable Securities sold pursuant to a Registration Statement shall bear the expense of any broker's commission or underwriter's discount or commission relating to registration and sale of such Member's Registrable Securities and, subject to clause (v) above, shall bear the fees and expenses of its own counsel.

Section 1.9. Indemnification; Contribution.

(a) Indemnification by the Company. The Company shall indemnify and hold harmless each Member, its partners, directors, officers, Affiliates, legal counsel, accountants, investment advisors and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such Member from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending

against any claim or alleged claim) (collectively, "Liabilities"), arising out of or based upon (i) any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made) or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under any of the foregoing, except insofar as any such Liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning any Member furnished in writing to the Company by such Member expressly for use therein, including the information furnished to the Company pursuant to Section 1.9(b). The Company shall also provide customary indemnities to any underwriters of the Registrable Securities, their officers, directors and employees and each Person who controls such underwriters (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the same extent as provided above with respect to the indemnification of the Members.

(b) Indemnification by the Members. In connection with any Registration Statement in which any Member is participating pursuant to Section 1.1 or Section 1.2, each Member shall promptly furnish to the Company in writing such information with respect to such Member as the Company may reasonably request or as may be required by Law for use in connection with any such Registration Statement or prospectus and all information required to be disclosed in order to make the information previously furnished to the Company by such Member not materially misleading or necessary to cause such Registration Statement not to omit a material fact with respect to such Member necessary in order to make the statements therein not misleading. Each Member agrees to indemnify and hold harmless the Company, its partners, directors, officers, Affiliates, any Company Underwriter and each Person who controls the Company or such Company Underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) from and against any and all Liabilities arising out of or based upon (i) any untrue, or allegedly untrue, statement of a material fact contained in any Registration Statement, prospectus or preliminary prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading (or in the case of any prospectus, in light of the circumstances such statements were made) or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under any of the foregoing, but if and only to the extent that such Liability arises out of or is based upon any untrue statement or alleged omission or alleged untrue statement or omission contained in such Registration Statement, preliminary prospectus or final prospectus in reliance and in conformity with information concerning such Member furnished in writing by such Member expressly for

use therein and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the person asserting such loss, claim, damage, liability or expense; provided, however, that the total amount to be indemnified by each Member pursuant to this Section 1.9(b) shall be limited to such Member's *pro rata* portion of the net proceeds (after deducting the underwriters' discounts and commissions) received by such Member in the offering to which the Registration Statement or prospectus relates.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 1.9 (the "Indemnified Party") agrees to give prompt written notice to the indemnifying party (the "Indemnifying Party") after the receipt by the Indemnified Party of any written notice of the commencement of any proceeding or investigation or threat thereof made in writing for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Annex; provided that the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any Liability that it may have to the Indemnified Party under in this Section 1.9 (except to the extent that the Indemnifying Party is prejudiced or otherwise forfeits substantive rights or defenses by reason of such failure). If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the Indemnifying Party agrees to pay such fees and expenses, (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by such counsel that either (A) representation of such Indemnified Party and the Indemnifying Party by the same counsel would be inappropriate under applicable standards of professional conduct or (B) there may be one or more legal defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party. In any of such cases, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party, it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all Indemnified Parties. No Indemnifying Party shall be liable for any settlement entered into without its written consent (such consent not to be unreasonably withheld or delayed). No Indemnifying Party shall, without the consent of such Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which such Indemnified Party is a party and indemnity has been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability for claims that are the subject matter of such proceeding.

(d) Contribution. If the indemnification provided for in this Section 1.9 from the Indemnifying Party is held by a court of competent jurisdiction to be

unavailable to an Indemnified Party under this Section 1.9 in respect of any Liabilities referred to in this Section 1.9, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and Indemnified Party on the other in connection with the statements or omissions which resulted in such Liabilities, as well as other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the Liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 1.9(a), Section 1.9(b) and Section 1.9(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding; provided that the total amount to be contributed by any Member shall be limited to the net proceeds (after deducting the underwriters' discounts and commissions) received by the Member in the offering.

(e) Fraud. The Parties agree that it would not be just and equitable if contribution pursuant to Section 1.9(d) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

Section 1.10. Prohibition of On-Exchange Transfers. Prior to the earlier of (x) the completion of an IPO and (y) the fifth anniversary of the Emergence Date, each Member agrees not to effect any Transfer of any Registrable Securities on any securities exchange or national market system (including the "pink sheets" by OTC Markets Group Inc. (formerly Pink OTC Markets Inc.) or any successor thereto). This restriction shall not restrict any Transfer that occurs off of a securities exchange or national market system, including any privately negotiated transaction.

Section 1.11. No Inconsistent Agreements. The Company shall not enter into any agreements which are inconsistent with the terms of this Annex, or would prohibit the Company from complying with the terms of this Annex.

Section 1.12. Successors and Assigns. If the Company is a party to a Conversion Event pursuant to which Registrable Securities are converted into or exchanged for Conversion Securities, the applicable issuer of such Conversion Securities shall assume, with respect to such Conversion Securities, all rights and obligations of the Company under this Annex (which assumption shall not relieve the Company of its obligations of the Company under this Annex to the extent that any Registrable Securities issued by the Company continue to be outstanding and held by a Member following a Conversion

Event), and this Annex shall apply with respect to such Conversion Securities, *mutatis mutandis*.

Section 1.13. Definitions. For the purposes of this Annex, the following terms shall have the following definitions (with all terms capitalized and not otherwise defined in this Annex having the meaning given to them in the Agreement):

(a) "Conversion Event" means a merger, amalgamation, consolidation, exchange or other similar transaction pursuant to which Registrable Securities are converted into or exchanged for Conversion Securities or the right to receive Conversion Securities.

(b) "Conversion Securities" means securities of any other Person.

(c) "FINRA" means the Financial Industry Regulatory Authority.

(d) "IPO" (solely for purposes of this Annex) means (i) a public offering of common equity securities of the Company (or a successor entity) that results in such common equity securities of the Company or such successor being listed on the New York Stock Exchange or NASDAQ, (ii) a transaction with a special purpose acquisition company pursuant to which the Company becomes, or merges into, a public registrant under the Securities Act, or (iii) a direct listing of common equity securities of the Company (or a successor entity) that results in such common equity securities of the Company or such successor being listed on the New York Stock Exchange or NASDAQ.

(e) "Registrable Securities" means all Common Units and all other common Equity Securities of the Company held by the Members, whether acquired on or after the Emergence Date; provided that securities shall cease to be Registrable Securities when, in the opinion of counsel to the Company, which counsel shall be reasonably acceptable to the relevant Member, they may be sold without restriction as to volume and manner of sale or current public information requirement under Rule 144.

(f) "Registration Statement" means any registration statement of the Company filed with the SEC under the Securities Act which covers any of the Registrable Securities pursuant to the provisions of this Annex, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

(g) "Requesting Investor" means any Principal Investor requesting registration of Registrable Securities pursuant to Section 1.1 or Section 1.2.

(h) "Rule 144" means Rule 144 as promulgated by the SEC under the Securities Act, as may be amended from time to time, or any successor rule that may be promulgated by the SEC.

(i) "SEC" means the Securities and Exchange Commission.

ANNEX B

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Limited Liability Company Agreement, dated as of [●], 2024 (as amended, modified, supplemented or restated from time to time, the "LLC Agreement"), of [Reorganized Curo], a limited liability company formed under the laws of Delaware (the "Company"). Pursuant to and in accordance with Section 4.1(e) of the LLC Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLC Agreement, and agrees that upon execution of this Joinder Agreement (this "Agreement") and upon the satisfaction of the conditions to the admission of such Person as a Member set forth in the LLC Agreement, such Person shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto, with effect from and after the date hereof.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of _________________________.

[NEW MEMBER]

By: ________________________________
Name:
Title:

Exhibit B

Identity of the members of the New Board

1. **Thomas Casarella** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

Mr. Casarella is a Managing Director and Assistant Portfolio Manager at Oaktree Capital Management, L.P. He helps lead investing efforts in Oaktree's consumer, business and financial services industries. Prior to joining Oaktree in 2012, he served as Deputy Chief Restructuring Officer at the United States Department of the Treasury. Before that, Mr. Casarella was an investor in the Private Equity Group at Brookfield Asset Management. He is a board member of Healthcare Finance Direct, Crossroads Building Supply, Gitsit Solutions, Techstyle Fashion Group, and WHP Global. Mr. Casarella is also the Chairman of the Board of Trustees for the Children's Bureau. He began his career as an analyst at Goldman Sachs and an associate at Lazard. Mr. Casarella holds an A.B. degree summa cum laude from Bowdoin College, an M.A. degree in economics from Oxford University, and an M.B.A. from the Harvard Business School. He is also a CFA charterholder.

2. **Douglas Clark** – to serve for no additional compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

Mr. Clark is the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. Mr. Clark has served as the Chief Executive Officer of CURO and as a director since November 2022. He first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. He was appointed President, N.A. Direct Lending, in May 2022. Prior to joining Heights Finance Corporation, Mr. Clark has served as President at Axcess Financial for five years. Prior to that role, for 11 years, Mr. Clark served as Chief Operating Officer with responsibility for the retail and central operations in the U.S. & U.K. markets, information technology, marketing and credit risk analytics. Prior to his time at Axcess Financial, Mr. Clark worked with Chiquita Brands International, a multinational producer and distributor of fresh fruits, in a variety of financial and operational roles. Mr. Clark earned his bachelor's degree in finance from Xavier University.

3. **Nathaniel Lipman –** compensation to be determined.

Mr. Lipman served as Executive Chairman of CX Loyalty Holdings, Inc. ("CX Loyalty," a global provider of customer loyalty platforms and solutions), formerly known as Affinion Group Holdings, Inc. from 2012 until November 2015, and as President and Chief Executive Officer from October 2005 (when CX Loyalty was formed through the purchase of assets from Cendant Corporation ("Cendant") by a coalition of investors) to 2012. Mr. Lipman joined Cendant in June 1999 as Senior Vice President, Corporate Development and Strategic Planning. After a series of increasing responsibilities in business development and marketing, Mr. Lipman served as President and Chief Executive Officer of Cendant's domestic membership business, Trilegiant, from 2002 to April 2004, and served as President and Chief Executive Officer of the Cendant Marketing Services

Division from April 2004 to 2005. Prior to Cendant, Mr. Lipman held various legal and finance roles since 1989, including roles with Planet Hollywood, Inc., House of Blues Entertainment, Inc. and The Walt Disney Company. Mr. Lipman also has significant experience serving as a director of both public and private companies, including prior service on the boards of directors of FTD.com, Redbox Automated Holdings, LLC, and Diamond Resorts International, Inc. Mr. Lipman received his B.A. from UC Berkeley and his J.D. from UCLA.

4. **Samuel F. Martini** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Martini is Managing Partner of OCO Capital Partners LP ("OCO"). Prior to co-founding OCO in 2018, he was a Partner at Omega Advisors, Inc. ("Omega") in numerous capacities beginning in 2009. While at Omega, Mr. Martini served as the Co-Director of Research from 2011 to 2016 and served as the Chairman of the Stock Selection Committee from 2016 until the end of 2018. Mr. Martini maintained a wide focus while at Omega, concentrating on general opportunities throughout the capital structure in a diverse group of industries as well as different sectors of structured credit including collateralized loan obligations and asset backed securities. Additionally, Mr. Martini co-founded Omega Credit Opportunities in June 2013 as a stand-alone entity within Omega, focused on the structured credit, corporate credit and specialty finance market. Prior to joining Omega, Mr. Martini was an Analyst at Cobalt Capital with a generalist focus across the capital structure from 2002 to 2008. Prior to his time at Cobalt, Mr. Martini was an Associate in the investment bank of Bankers Trust / Deutsche Banc Alex Brown. Mr. Martini graduated from Middlebury College with a degree in Political Science and Classics.

5. **David Smolens** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Smolens is a Managing Director in Oaktree's Special Situations group and helps lead investing efforts in financial services, among other industries. He joined the firm in 2019 from Apollo Global Management, where he was an associate in the Hybrid Value group. Prior thereto, Mr. Smolens was with Citigroup as an analyst in the Financial Institutions group. He began his career with First Reserve Corporation. Mr. Smolens currently serves on the boards of Neovia Logistics and TriMark USA. He received his B.A. in economics from the University of Notre Dame.

6. One independent director mutually agreed upon by the Consenting 1.5L Noteholders (excluding Oaktree Capital Management, L.P., Caspian Capital LP, Empyrean Capital Partners, LP and OCO Capital Partners, L.P.) – compensation to be determined.

7. One independent director, whose seat will be filled pursuant to a customary majority vote of the equityholders – compensation to be determined.

Exhibit C

Exit Facility Credit Agreement

[DRAFT]

TERM LOAN CREDIT AGREEMENT

dated as of [_], 2024

among

[REORGANIZED CURO GROUP HOLDINGS CORP.],[1]
as the Borrower,

THE SUBSIDIARIES OF CURO GROUP HOLDINGS CORP. LISTED IN THE SIGNATURE PAGES HERETO,
each as Guarantors,

THE LENDERS PARTY HERETO,

and

ALTER DOMUS (US) LLC,
as Administrative Agent and Collateral Agent

Senior Secured Term Loan Facility

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[1] NTD: TBD.

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TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [_], 2024 among [REORGANIZED CURO GROUP HOLDINGS CORP.], a Delaware corporation (the "Borrower"), each Guarantor from time to time party hereto, each Lender from time to time party hereto, and ALTER DOMUS (US) LLC, as administrative agent and collateral agent.

WHEREAS, on March 25, 2024 (the "Petition Date"), the Borrower and certain other Loan Parties (together with any of their Subsidiaries and Affiliates that are or became debtors under the Chapter 11 Cases, collectively, the "Debtors," and each individually, a "Debtor") voluntarily commenced Chapter 11 Cases, jointly administered under Chapter 11 Case No. 24-90165 (MI) (collectively, the "Chapter 11 Cases" and each individually, a "Chapter 11 Case") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court");

WHEREAS, in connection with the Chapter 11 Cases, the Borrower, as a debtor and a debtor-in-possession, entered into that certain Superpriority Senior Secured Debtor-in-Possession Credit Agreement, dated as of April 4, 2024, by and among the Borrower, each guarantor from time to time party thereto, each lender from time to time party thereto (collectively, the "DIP Lenders") and Alter Domus (US) LLC, as administrative agent and collateral agent, pursuant to which the DIP Lenders provided to the Borrower a superpriority senior secured debtor-in-possession credit facility in an aggregate principal amount of $70,000,000.00 (the "DIP Facility");

WHEREAS, the Borrower is party to that certain First Lien Credit Agreement, dated as of May 15, 2023, by and among the Borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Prepetition 1L Lenders") and Alter Domus (US) LLC, as agent (the "Prepetition First Lien Facility").

WHEREAS, this Agreement, together with the other Facility Documents, are the "Exit Facility Documents" referred to in the Debtors' Joint Prepackaged Plan of Reorganization (as amended, supplemented, or otherwise modified from time to time, the "Chapter 11 Plan") filed in the Chapter 11 Cases of the Debtors; and

WHEREAS, pursuant to the Chapter 11 Plan, (i) the Prepetition 1L Lenders are entitled to receive their ratable share of the Second Out Loans (as defined below) in satisfaction of their claims under the Prepetition First Lien Facility, (ii) the DIP Lenders are entitled to receive their ratable share of the First Out Loans (as defined below) in satisfaction of their claims under the DIP Facility and (iii) the Borrower is authorized to borrow additional amounts that were committed but undrawn under the DIP Facility on the terms and conditions set forth in this Agreement and the other Facility Documents;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS, ACCOUNTING TERMS AND RULES OF CONSTRUCTION

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Accepting Lender" has the meaning set forth in Section 2.14(c).

"Acquired Debt" means with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person was merged with or into or became a Subsidiary of such specified Person, including Indebtedness Incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person at the time such asset is acquired by such specified Person.

"Activities" has the meaning set forth in Section 8.02.

"Ad Hoc Group" has the meaning set forth in the Chapter 11 Plan.

"Additional Secured Obligations" means (a) all Cash Management Obligations, (b) all Secured Hedging Obligations and (c) all costs and expenses incurred in connection with enforcement and collection of the foregoing, including the reasonable fees, charges and disbursements of counsel, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under the Bankruptcy Code or other applicable Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; *provided* that Additional Secured Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

"Administrative Agent" means Alter Domus (US) LLC, in its capacity as administrative agent hereunder, or any successor in such capacity.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to Term SOFR; provided that if Term SOFR shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Adverse Proceeding" means any action, suit, proceeding, hearing (in each case, whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Borrower or any of its Subsidiaries) at Law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of the Borrower or any of its Subsidiaries, threatened

against or affecting the Borrower or any of its Subsidiaries or any property of the Borrower or any of its Subsidiaries.

"Affected Financial Institution" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliate Transactions" has the meaning set forth in Section 5.20(a).

"Agent" means, collectively, the Administrative Agent and the Collateral Agent.

"Agent Fee Letter" shall mean that certain Administrative Agent and Collateral Agent Fee Letter, dated as of the Closing Date, by and among the Borrower and the Agents.

"Aggregate Payments" has the meaning set forth in Section 7.08.

"Agreement" means this Term Loan Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Amounts Due" has the meaning set forth in Section 2.16.

"Asset Sale" means:

(1) the Disposition of any assets;

(2) the issuance or sale by the Borrower or any of its Subsidiaries of Equity Interests of any of the Borrower's Subsidiaries; and

(3) an Event of Loss.

"Assignment Agreement" means an Assignment and Assumption Agreement substantially in the form of Exhibit G, with such amendments or modifications as may be approved by the Administrative Agent.

"Assignment Effective Date" has the meaning specified in Section 9.05(b).

"Authorized Officer" means, with respect to any Person, any of the chairman of the board, the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, the secretary, any assistant secretary or any vice president (or authorized signatory holding equivalent function) of such Person (or of such Person's general partner, member or other similar Person); provided that, when such term is used in reference to any document executed by, or a certification of, an Authorized Officer, upon request of the

Administrative Agent, the secretary, an assistant secretary or any other officer or manager (or authorized signatory holding equivalent function) of such Person (or of such Person's general partner, member or other similar Person) shall have delivered (which delivery may be made on the Closing Date) an incumbency certificate to the Administrative Agent as to the authority of such individual.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for a term rate Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement 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 2.21(d).

"Backstop Notes" means the Senior Secured Notes issued by Loan SPV, as in effect on the Closing Date and with such modifications as the holders thereof and Loan SPV may agree, which modifications are immaterial or which reflect corresponding modifications to the Loans in accordance with the terms hereof.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and certified as 11 U.S.C. Section 101 *et seq*.

"Bankruptcy Court" shall have the meaning assigned to such term in the recitals of this Agreement.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the 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 2.21(a).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent (at the direction of the Required Lenders) and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) 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 and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, then the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Facility 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 the Administrative Agent (at the direction of the Required Lenders) and the Borrower 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; provided however that, such Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent.

"Benchmark Replacement Date" means, a date and time determined by the Required Lenders, which date shall be no later than 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 all Available Tenors of such Benchmark (or the published component used in the calculation thereof) have 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 of 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 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 Facility Document in accordance with Section 2.21 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Facility Document in accordance with Section 2.21.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in, and subject to, Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Board" means the Board of Governors of the Federal Reserve System (or any successor).

"Board of Directors" means:

(a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(b) with respect to a partnership, the board of directors or other governing body of the general partner of the partnership;

(c) with respect to a limited liability company, the board of directors, managers or other governing body, and in the absence of the same, the managing member or members or any controlling committee of managing members thereof; and

(d) with respect to any other Person, the board or committee of such Person or other individual or entity serving a similar function.

"Borrower" has the meaning specified in the preamble hereto.

"Borrowing Request" means a written notice substantially in the form of Exhibit A-1.

"Business Day" means (a) a day which is not a Saturday or Sunday or a legal holiday and on which banks are not required or permitted by Law or other governmental action to close in New York City, New York and (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on a Loan or a notice by the Borrower with respect to any such borrowing, payment or prepayment, which is also a U.S. Government Securities Business Day.

"CAD", "CAD$" or "Canadian Dollars" means the lawful currency of Canada.

"Canadian Subsidiary" means any Subsidiary incorporated or organized in Canada or any province or territory thereof.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under a lease of (or other Indebtedness arrangements conveying the right to use) real or personal property which are required to be classified and accounted for as a capital lease or capitalized on a balance sheet of such Person determined in accordance with GAAP and the amount of such obligations shall be the capitalized amount thereof in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease or other arrangement prior to the first date upon which such lease or other arrangement may be terminated by the lessee without payment of a penalty.

"Capital Stock" of any Person means any and all shares, interests, participations or other equivalents (however designated) of such Person's capital stock, including preferred stock, whether now outstanding or issued after the Closing Date.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally Guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition;

(2) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or banker's acceptances having maturities of one year or less from the date of acquisition issued by any lender to the Borrower or any of its Subsidiaries or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $1,000,000,000;

(3) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Group ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition;

(4) repurchase obligations of any financial institution satisfying the requirements of clause (2) of this definition, having a term of not more than 30 days, with respect to securities issued or fully Guaranteed or insured by the United States government;

(5) securities with maturities of one year or less from the date of acquisition issued or fully Guaranteed by any state of the United States, by any political subdivision or taxing authority of any such state or by any foreign government, the securities of which state, political subdivision, taxing authority or foreign government (as the case may be) have one of the two highest ratings obtainable from either S&P or Moody's;

(6) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any financial institution satisfying the requirements of clause (2) of this definition;

(7) money market, mutual or similar funds that invest at least 95% of their assets in assets satisfying the requirements of clauses (1) through (6) of this definition;

(8) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $1,000,000,000; and

(9) with respect to Foreign Subsidiaries only, any Investments outside of the United States that are functional foreign equivalents in all material respects to the Cash Equivalents described in clauses (1) through (5) above.

"Cash Management Obligations" means all obligations of any Loan Party in respect of overdrafts and liabilities that arise from treasury, depositary or cash management services, including in connection with any automated clearing house transfers of funds, or any similar transactions, in each case pursuant to an agreement with any person that, at the time it enters into such agreement (or on the Closing Date), is an Agent, a Lender or an Affiliate of an Agent or a Lender; provided that obligations under such agreement are not designated by notice delivered by the Borrower to the Administrative Agent to be excluded from being Cash Management Obligations.

"Certificate re Non-Bank Status" means a certificate substantially in the form of Exhibit J-1, J-2, J-3 or J-4, as applicable.

"CFC" means a Subsidiary of the Borrower that is a controlled foreign corporation within the meaning of Section 957(a) of the Code.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means the occurrence of any of the following:[3]

(1) the direct or indirect Disposition, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) other than the Borrower or any of its Subsidiaries;

(2) the adoption of a plan relating to the liquidation or dissolution of the Borrower; or

(3) the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" or "group" (as defined above) other than the Permitted Holders, becomes the "beneficial owner" (as such term is defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (3) such "person" or "group" shall be deemed to have "beneficial ownership" of all shares that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the Voting Stock of the Borrower.

[3] To be updated to account for holding company structure

"Chapter 11 Cases" shall have the meaning assigned to such term in the recitals of this Agreement.

"Closing Date" means the date on which the conditions specified in Section 3.01 are satisfied (or waived in accordance with the terms hereof), which date is acknowledged to be [_], 2024.

"Closing Date First Out Commitment" means a First Out Commitment to be funded or deemed funded on the Closing Date in accordance with Section 2.01(a)(i) and as set forth on Schedule 2.01(a).

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, all of the property (including Equity Interests) in which Liens are purported to be granted pursuant to the Collateral Documents as security for the Obligations.

"Collateral Agent" means Alter Domus (US) LLC, in its capacity as collateral agent hereunder, or any successor in such capacity.

"Collateral Documents" means the Security Agreement, the Pledge Agreement and all other instruments, documents and agreements delivered by any Loan Party pursuant to this Agreement or any of the other Facility Documents in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any assets or property of that Loan Party as security for the Obligations, including UCC financing statements and amendments thereto and filings with the U.S. Patent and Trademark Office and the U.S. Copyright Office.

"Commitment" means a First Out Commitment and/or Second Out Commitment, as the case may be.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.) and any successor thereto.

"Compliance Certificate" means a Compliance Certificate substantially in the form of Exhibit C.

"Confidential Information" means all information received from the Borrower or any Affiliate of the Borrower on any of their respective businesses, other than any such information that is available to an Agent or a Lender on a non-confidential basis prior to disclosure by the Borrower or any of its Affiliates, *provided* that, in the case of information received from the Borrower or any of its Affiliates after the Closing Date, such information is clearly identified as confidential at the time of delivery. A Person required to maintain the confidentiality of Confidential Information as provided in this Agreement is a "Confidential Person." Any Confidential Person shall be considered to have complied with its obligation to do so if such Confidential Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Confidential Person would accord to its own confidential information.

"Conforming Changes" means, with respect to either the use or administration of Adjusted Term 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 an "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, the applicability of Section 2.24 and other technical, administrative or operational matters) that the Administrative Agent (at the direction of the Required Lenders) decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent or the Required Lenders determine that no market practice for the administration of any such rate exists, in such other manner of administration as the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement and the other Facility Documents); provided however that such market practice or other manner of administration is administratively feasible for the Administrative Agent; and provided further that no Conforming Change may affect the rights or duties of the Administrative Agent without its consent.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Contractual Obligation" means, as applied to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Contributing Guarantors" has the meaning set forth in Section 7.08.

"Counterpart Agreement" means a Counterpart Agreement substantially in the form of Exhibit E delivered by a Loan Party pursuant to Section 7.09.

"CSO Obligations" means obligations to purchase, or other Guarantees of, consumer loans the making of which were facilitated by the Borrower or a Subsidiary of the Borrower acting as a credit services organization or other similar service provider.

"Currency Hedging Obligations" means the obligations of any Person pursuant to an arrangement designed to protect such Person against fluctuations in currency exchange rates.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent (at the direction of the Required Lenders) in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that if the Administrative Agent decides that any such

convention is not administratively feasible for the Administrative Agent, then the Administrative Agent (at the direction of the Required Lenders) may establish another convention that is administratively feasible for the Administrative Agent.

"Declined Prepayment Amount" has the meaning set forth in Section 2.14(c).

"Declining Lender" has the meaning set forth in Section 2.14(c).

"Default" means any event which is, or after notice or the passage of time or both would become, an Event of Default.

"Default Rate" has the meaning set forth in Section 2.11.

"Defaulting Lender" means any Lender that has (a) failed to fund any portion of its Commitment within one Business Day of the date required to be funded by it hereunder, unless the subject of a good faith dispute, (b) notified the Borrower, the Administrative Agent or any Lender in writing, or has otherwise indicated through a public statement, that it does not intend to comply with its funding obligations generally under agreements in which it commits to extend credit, (c) failed, within three (3) Business Days after receipt of a written request from the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Commitments, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) become subject to a Bail-In Action or (f) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that (i) the Administrative Agent and the Borrower may declare (A) by joint notice to the Lenders that a Defaulting Lender is no longer a "Defaulting Lender" or (B) that a Lender is not a Defaulting Lender if in the case of both clauses (A) and (B) the Administrative Agent and the Borrower each determines, in its sole respective discretion, that (x) the circumstances that resulted in such Lender becoming a "Defaulting Lender" no longer apply or (y) it is satisfied that such Lender will continue to perform its funding obligations hereunder and (ii) a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of Voting Stock or any other equity interest in such Lender or a parent company thereof by a Governmental Authority or an instrumentality thereof.

"DIP Facility" shall have the meaning assigned to such term in the recitals of this Agreement.

"Dispose" or "Disposed of" means to convey, sell, lease, sell and leaseback, assign, farm-out, transfer or otherwise dispose of any property, business or asset. The term "Disposition" shall have a correlative meaning to the foregoing.

"Disqualified Stock" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of the Borrower or a Subsidiary of the Borrower; provided that any such conversion or exchange will be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable);

(3) is redeemable at the option of the holder thereof, in whole or in part; or

(4) provides for scheduled mandatory payments of dividends in cash,

in the case of each of clauses (1), (2), (3) and (4), on or prior to the ninety-first day after the Scheduled Maturity Date; *provided* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring on or prior to the ninety-first day after the Scheduled Maturity Date will not constitute Disqualified Stock if the terms of such Capital Stock provide that such Person may not repurchase or redeem any such Capital Stock pursuant to such provisions prior to repayment in full of the Loans and all other Obligations that are accrued and payable in connection therewith.

"Dollars", "USD" and "$" mean the lawful currency of the United States of America.

"Domestic Subsidiary" means any Subsidiary other than a Foreign Subsidiary.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, Norway and the United Kingdom.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any Person other than a natural Person that is (i) a Lender or an Affiliate or Related Fund of any Lender, or (ii) a commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act) and which extends credit or buys loans in the ordinary course of business; *provided* that in no event shall (A) any Defaulting Lender, (B) any Loan Party or any Affiliate thereof or (C) any direct competitor of any Loan Party or any subsidiary of a Loan Party which, in the case of this clause (C), has been previously identified by the Borrower in writing to the Administrative Agent be an Eligible Assignee; *provided further* that nothing in this definition shall prevent Loan SPV from owning the Loans issued to it on the Closing Date.

"Employee Benefit Plan" means any "employee benefit plan" as defined in Section 3(3) of ERISA which is or was sponsored, maintained or contributed to by, or required to be contributed by, any Loan Party or any of its ERISA Affiliates, or with respect to which any Loan Party or any of its ERISA Affiliates has or could reasonably be expected to have liability, contingent or otherwise under ERISA.

"Environmental Claim" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order, decree or directive (conditional or otherwise) by any Governmental Authority or any other Person, arising (i) pursuant to any Environmental Law, (ii) in connection with any actual or alleged violation of, or liability pursuant to, any Environmental Law, including any Governmental Authorizations issued pursuant to Environmental Law, (iii) in connection with any Hazardous Material, including the presence or Release of, or exposure to, any Hazardous Materials and any abatement, removal, remedial, corrective or other response action related to Hazardous Materials or (iv) in connection with any actual or alleged damage, injury, threat or harm to natural resources, the environment or, as such relate to exposure to Hazardous Materials, health or safety.

"Environmental Laws" means any and all current or future foreign or domestic, federal, state or local Laws (including any common law), statutes, ordinances, orders, rules, regulations, judgments or any other requirements of Governmental Authorities relating to or imposing liability or standards of conduct with respect to (i) the protection of the environment, (ii) the generation, use, storage, transportation or disposal of, or exposure to, Hazardous Materials; or (iii) occupational safety and health as such relate to exposure to Hazardous Materials, industrial hygiene, the protection of human health or welfare as such relate to exposure to Hazardous Materials, in any manner applicable to the Borrower or any of its Subsidiaries or any of their facilities.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, the regulations promulgated thereunder and any successor thereto.

"ERISA Affiliate" means, as applied to any Person, (i) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (ii) any trade or business (whether or not incorporated) which

is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (iii) with respect to any provisions relating to Section 412 of the Code, any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member.

"ERISA Event" means (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30 day notice to the PBGC has been waived by regulation); (ii) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA); (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) a determination that any Multiemployer Plan is, or is expected to be in "critical" or "endangered" status under Section 432 of the Code or Section 305 of ERISA; (v) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors in which such Loan Party or its ERISA Affiliates was a substantial employer as defined in Section 4001(a)(2) of ERISA or the termination of any such Pension Plan resulting in liability to any Loan Party, or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (vi) the institution by the PBGC of proceedings to terminate any Pension Plan or the occurrence of any event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer any Pension Plan; (vii) the imposition of liability on any Loan Party (including on account of any of its ERISA Affiliates) pursuant to Section 4062(e) ERISA; (viii) the withdrawal of a Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, (ix) the receipt by a Loan Party or any of its ERISA Affiliates of notice from a Multiemployer Plan that it is in insolvency pursuant to Section 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA, (x) failure by any Loan Party or any of its ERISA Affiliates thereof to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430 of the Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan after any applicable cure periods; or (xi) the imposition of any lien on any of the rights, properties or assets of any Loan Party, in either case pursuant to Section 303(k) or Section 4068 of ERISA, or Section 430(k) of the Code. For purposes of clause (viii) of the preceding sentence, no complete or partial withdrawal from a Multiemployer Plan shall be deemed to have occurred unless and until the Borrower or any of its ERISA Affiliates receives written notice thereof from such Multiemployer Plan.

"Erroneous Payment" has the meaning set forth in Section 2.15(i)(A).

"Erroneous Payment Deficiency Assignment" has the meaning set forth in Section 2.15(i)(D).

"Erroneous Payment Impacted Class" has the meaning set forth in Section 2.15(i)(D).

"Erroneous Payment Return Deficiency" has the meaning set forth in Section 2.15(i)(D).

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Loss" means, with respect to any property or asset, any (i) loss or destruction of, or damage to, such property or asset or (ii) any condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such property or asset, or confiscation or requisition of the use of such property or asset.

"Events of Default" has the meaning specified in Section 6.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, any successor statute thereto, and any regulations promulgated thereunder.

"Excluded Assets" means:

(1) the voting Capital Stock of any CFC (other than a Canadian Subsidiary) in excess of 65% of all of the outstanding voting Capital Stock of such CFC;

(2) motor vehicles covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);

(3) (x) real property owned by the Borrower or any of the Guarantors in fee simple that has a Fair Market Value of less than $[2.5] million and (y) leasehold interests in real property with respect to which the Borrower or any Guarantor is a tenant or subtenant;

(4) rights under any contracts that contain a valid and enforceable prohibition on collateral assignment of such rights (other than to the extent that any such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity, or pursuant to the Confirmation Order), but only for so long as such prohibition exists and is effective and valid;

(5) Equity Interests in a Receivables Entity only to the extent that terms of the related Qualified Receivables Facility prohibit the pledge thereof to secure the Obligations;

(6) (i) deposit accounts of the Borrower or any Guarantor and securities accounts held by First Heritage Credit, LLC, in each case, to the extent (a) exclusively used for payroll, payroll taxes, other trust fund taxes and other employee wage and benefit payments or (b) the terms of a Qualified Receivables Facility (which terms are permitted pursuant to Section 5.17(b)(xiii)) prohibit the pledge thereof to secure the Obligations, and (ii) each deposit or security account expressly excluded as Collateral pursuant to the Security Agreement;

(7) property or assets owned by any Subsidiary of the Borrower that is not a Guarantor;

(8) any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by such office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest of the Indenture Documents;

(9) [reserved;]

(10) Equity Interests in any joint venture only to the extent and for so long as a pledge thereof to secure the Obligations is not permitted by the terms of the joint venture or other agreement under which such joint venture is organized; and

(11) any segregated deposits that constitute Permitted Liens under clauses (5), (6), (9), (11), (12) and (19) of the definition of Permitted Liens, in each case, that are prohibited from being subject to other Liens;

provided, proceeds and products from any and all of the foregoing Excluded Assets shall not themselves constitute Excluded Assets unless such proceeds or products would otherwise constitute Excluded Assets if not proceeds or products of the foregoing.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a Lien to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 7.10 and any other "keepwell", support or other agreement for the benefit of such Guarantor and any and all Guarantees of such Guarantor's Swap Obligations by other Loan Parties) at the time the Guaranty of such Guarantor, or grant by such Guarantor of a Lien, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a Swap Master Agreement governing more than one Swap Agreement, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swap Agreements for which such Guaranty or Lien is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by overall net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (1) that are imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (2) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.19(b), amounts with respect to such Taxes were payable either to such Lender's

assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.19(c) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Indebtedness" means any Indebtedness of the Borrower or any of its Subsidiaries outstanding on the Closing Date, other than the Obligations and the Securitization Facilities.

"Exposure" means, with respect to any Lender as of any date of determination, as the context may require, (a) that Lender's Commitment; (b) the sum of that Lender's Commitment and the sum of the aggregate outstanding principal amount of the Loans of that Lender; and (c) after the termination of the Commitments, the sum of the aggregate outstanding principal amount of the Loans of that Lender.

"Facility Documents" means, collectively, this Agreement, the Notes, if any, the Collateral Documents, any Intercreditor Agreement, any related fee letter, including the Agent Fee Letter, and each other agreement or instrument executed or delivered in connection herewith or therewith (including each other agreement, instrument or document that creates a Lien in favor of the Collateral Agent for the benefit of the Secured Parties to secure the Obligations) that is designated by the parties thereto as a "Facility Document."

"Fair Market Value" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of the Borrower, as applicable; provided, however, that with respect to any such value less than $2.5 million, only the good faith determination of the Borrower's senior management shall be required.

"Fair Share" has the meaning set forth in Section 7.08.

"Fair Share Contribution Amount" has the meaning set forth in Section 7.08.

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version described above) and any fiscal or regulatory legislation, rules, or practices adopted pursuant to any intergovernmental agreement among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1.00%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to the

Administrative Agent, in its capacity as a Lender, on such day on such transactions as determined by the Administrative Agent.

"Financial Officer Certification" means, with respect to the financial statements for which such certification is required, the certification of the chief financial officer of the Borrower that such financial statements fairly present, in all material respects, the financial condition of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"First Out Commitment" means a commitment of a Lender to make, be deemed to make, or otherwise fund a First Out Loan hereunder on the Closing Date or thereafter, and "First Out Commitments" means such commitments of all Lenders in the aggregate. The amount of each Lender's First Out Commitment, if any, is set forth opposite such Lender's name on Schedule 2.01,[4] subject to any adjustment or reduction pursuant to the terms and conditions hereof.

"First Out Lender" means each financial institution listed on Schedule 2.01 hereto as a First Out Lender for so long as they hold a First Out Loan and any other Person that becomes a party hereto as a First Out Lender pursuant to an Assignment Agreement.

"First Out Loan" means a loan made or deemed made by a First Out Lender to the Borrower pursuant to Section 2.01(a).

"Fiscal Quarter" means each fiscal quarter of the Borrower and its Subsidiaries.

"Fiscal Year" means each fiscal year of the Borrower and its Subsidiaries.

"Floor" means a rate of interest equal to 2.50%.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary incorporated or organized in a jurisdiction other than the United States or any state thereof or the District of Columbia.

"Fronting Lender" shall mean Barclays Bank PLC.[5]

"Fronting Fee Letter" shall mean that certain Fronting Fee Letter, dated as of the Closing Date, by and among, inter alia, the Borrower and the Fronting Lender (as such Fronting Fee Letter may be amended, supplemented or otherwise modified).

"Funding Guarantors" has the meaning set forth in Section 7.08.

"GAAP" means generally accepted accounting principles in the United States as in effect on the Closing Date, consistently applied.

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[4] Includes any unfunded delayed draw DIP Commitments.

[5] Fronting Lender provisions to be discussed.

"Governmental Authority" means the government of the United States of America or any other nation, or of 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 (including any supra-national bodies such as the European Union or the European Central Bank).

"Governmental Authorization" means any permit, license, authorization, certification, registration, approval, plan, directive, consent order or consent decree of or from any Governmental Authority.

"Guarantee" means, with respect to any Person, any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

The term "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Indebtedness" of any Person means, without duplication, all Indebtedness of any other Person referred to in the definition of Indebtedness and all dividends of other Persons, in either case, the payment of which such Person has Guaranteed or for which such Person is directly or indirectly responsible or liable as obligor, guarantor or otherwise.

"Guaranteed Obligations" has the meaning specified in Section 7.01.

"Guarantor" means each of the Guarantors listed in the signature pages hereto and each other Subsidiary of the Borrower that hereafter becomes a Guarantor in accordance with Section 7.09; *provided* that the Borrower shall also be a Guarantor with respect to Obligations owing by any other Loan Party (determined before giving effect to Sections 7.01 and 7.10) under the Guaranty.

"Guaranty" means, collectively, the Guarantee made by the Guarantors pursuant to Article VII in favor of the Secured Parties, together with each other guaranty delivered pursuant to Section 7.09.

"Hazardous Materials" means any pollutant, contaminant, chemical, waste, material or substance, exposure to which or Release of which is prohibited, limited or regulated by any

Governmental Authority, including petroleum, petroleum products, asbestos, urea formaldehyde, regulated radioactive materials, polychlorinated biphenyls and toxic mold.

"Hedging Obligation" of any Person means (i) any Currency Hedging Obligation designed to protect the Borrower or any of its Subsidiaries from fluctuations in currency exchange rates and not to speculate on such fluctuations and (ii) any obligations of such Person pursuant to any Interest Rate Protection Agreement.

"Historical Financial Statements" means, as of the Closing Date, the audited financial statements of the Borrower and its Subsidiaries for the Fiscal Year ending December 31, 2023, consisting of a balance sheet as of the end of, and the related consolidated statements of income, stockholders' equity and cash flows for, such Fiscal Year, and (ii) [the unaudited financial statements of the Borrower and its Subsidiaries for the Fiscal Quarter ending March 31, 2024, consisting of a balance sheet as of the end of, and the related consolidated statements of income, stockholders' equity and cash flows for, the Fiscal Quarter ending on such date] and, in the case of clauses (i) and (ii), certified by the chief financial officer of the Borrower that they fairly present, in all material respects, the financial condition of Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (by conversion, exchange or otherwise), assume (pursuant to a merger, consolidation, acquisition or other transaction), Guarantee or otherwise become liable in respect of such Indebtedness or other obligation or the recording, as required pursuant to GAAP or otherwise, of any such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided*, *however*, that a change in GAAP that results in an obligation of such Person that exists at such time becoming Indebtedness shall not be deemed an Incurrence of such Indebtedness. Indebtedness otherwise Incurred by a Person before it becomes a Subsidiary of the Borrower will be deemed to have been Incurred at the time it becomes such a Subsidiary.

"Indebtedness" means, with respect to any Person, without duplication, whether recourse is to all or a portion of the assets of such Person and whether or not contingent:

(1) all obligations of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, notes, debentures or other similar instruments;

(3) every reimbursement obligation of such Person with respect to letters of credit, banker's acceptances or similar facilities issued for the account of such Person, other than obligations with respect to letters of credit securing obligations, other than obligations referred to in clauses (1), (2) and (9) of this definition, entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the 10th day following payment on the letter of credit;

(4) every obligation of such Person for the deferred purchase price of property or services (excluding any trade payables and other accrued current liabilities incurred in the ordinary course of business which are not overdue by more than 30 days or which are being contested in good faith);

(5) all Guaranteed Indebtedness of such Person;

(6) the maximum fixed redemption or repurchase price of Disqualified Stock of such Person at the time of determination plus accrued but unpaid dividends;

(7) all obligations under Interest Rate Protection Agreements of such Person;

(8) the net amount owing under all Currency Hedging Obligations of such Person;

(9) all Capital Lease Obligations of such Person;

(10) all obligations referred to in clauses (1) through (9) above of other Persons, the payment of which is secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations; provided that the amount of such Indebtedness will be the lesser of (A) the Fair Market Value of such property at such date of determination and (B) the amount of such Indebtedness.

Notwithstanding the foregoing, Indebtedness shall not include CSO Obligations. The term "Indebtedness" shall not include any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Closing Date, any prepayments of deposits received from clients or customers in the ordinary course of business, or obligations under any license, permit or other approval (or guarantees given in respect of such obligations) incurred in the ordinary course of business.

Notwithstanding anything in this Agreement to the contrary, the calculation of Indebtedness shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159, "The Fair Value Option for Financial Assets and Financial Liabilities," or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Borrower or any Subsidiary at "fair value," as defined therein. For the avoidance of doubt, Indebtedness does not include any liability for United States federal, state, local, foreign or other taxes owed or owing by the Borrower or any of its Subsidiaries.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Facility Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning specified in Section 9.04(b).

"Intercreditor Agreement" means a Junior Intercreditor Agreement or a Senior Intercreditor Agreement.

"Interest Payment Date" means the last day of each Interest Period and the Maturity Date; provided, however, that if any Interest Payment Date would be a day other than a Business Day, such Interest Payment Date shall instead be the immediately preceding Business Day.

"Interest Period" means, as to each Loan, the period commencing on the date such Loan is disbursed and ending on the date three (3) months thereafter; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the scheduled Maturity Date.

"Interest Rate Protection Agreement" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement designed to protect the Borrower or any of its Subsidiaries against fluctuations in interest rates or for the purpose of fixing, hedging or swapping interest rates.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of direct or indirect loans (including Guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commissions, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that an acquisition of assets, Equity Interests or other securities by the Borrower or a Subsidiary of the Borrower for consideration consisting of common equity securities of the Borrower shall not be deemed to be an Investment. If the Borrower or any Subsidiary of the Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Borrower such that after giving effect to any such sale or disposition, such Person is no longer a direct or indirect Subsidiary of the Borrower , the Borrower will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Borrower or a Subsidiary of the Borrower in respect of such Investment.

"Junior Intercreditor Agreement" means an Intercreditor Agreement, substantially in the form of Exhibit F or otherwise reasonably acceptable to the Required Lenders, pursuant to which the Liens securing any applicable Indebtedness are subordinated to the Liens securing the Obligations.

"Law" means all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" means each financial institution listed on the signature pages hereto as a First Out Lender and/or Second Out Lender, as applicable, and any other Person that becomes a party hereto pursuant to an Assignment Agreement.

"Lender Appointment Period" has the meaning specified in Section 8.06.

"Lien" means any mortgage, lien (statutory or other), pledge, security interest, encumbrance, claim, hypothecation, assignment for security, deposit arrangement or preference or other security agreement of any kind or nature whatsoever.

"Loan" means a First Out Loan and/or Second Out Loan, as the context may require, made by a Lender to the Borrower pursuant to Section 2.01.

"Loan Party" means each of the Borrower and Guarantors.

"Loan SPV" means CURO SPV, LLC, a Delaware limited liability company.

"Margin Stock" as defined in Regulation U of the Board as in effect from time to time.

"Material Adverse Effect" means a material adverse effect on (a) the ability of any Loan Party to perform any of its respective obligations under any of the Facility Documents, (b) the legality, validity or enforceability of any provision of this Agreement or any other Facility Document, (c) the business, financial condition or results of operations of the Loan Parties, taken as a whole, or (d) the ability of Collateral Agent (on behalf of itself and the Secured Parties) to exercise its remedies at the times and in the manner contemplated by the Collateral Document.

"Maturity Date" means the earlier of (a) the Scheduled Maturity Date and (b) the date of acceleration of the Loans pursuant to Section 6.01.

"Mortgages" means a collective reference to each mortgage, deed of trust, deed to secure debt and any other document or instrument under which any Lien on real property owned by the Borrower or any Guarantor is granted to secure any Obligations or under which rights or remedies with respect to any such Liens are governed.

"Multiemployer Plan" means any Employee Benefit Plan which is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means (a) the aggregate cash proceeds received by the Borrower or any of its Subsidiaries in respect of any Asset Sale (including any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (i) the direct costs relating to such Asset Sale (including legal, accounting and investment banking fees and sales commissions), (ii) any relocation expenses Incurred as a result thereof, (iii) taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (iv) amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale which Lien is senior in priority to the Liens on such asset or assets securing the Obligations granted by the Collateral Documents, if any, and (v) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP; provided that the Borrower or any Subsidiary may, within 365 days after the receipt of any such proceeds from an Asset Sale by the Borrower or any of its Subsidiaries, apply any portion of such proceeds, at its option, as follows and such portion of such proceeds shall not constitute Net Proceeds: (x) with respect to Asset Sales of assets of a Subsidiary that is not a Loan Party, to permanently reduce Indebtedness of a Subsidiary that is not a Loan Party (and to correspondingly reduce commitments with respect thereto), other than Indebtedness owed to the Borrower or another Subsidiary of the Borrower; (y) to the extent the Asset Sale constituted the sale of consumer loans, or other loans generated through the conduct of Similar Businesses, to the making of advances and extension of credit to customers in the ordinary course of business consistent with past practice that are either (A) recorded as accounts receivable or consumer loans on the consolidated balance sheet of the Borrower or (B) consumer loans the making of which are facilitated by the Borrower or a Subsidiary acting as a credit services organization or similar services provider in an amount no greater than the cash collateralize or repurchase such loans; and/or (z) the making of a capital expenditure or the acquisition of a controlling interest in another business or other assets, in each case, that are used or useful in a Similar Business or that replace the assets that are the subject of such Asset Sale (it being understood that if the Borrower or any Subsidiary contractually commits within such 365-day period to apply such proceeds within 180 days of such contractual commitment in accordance with any of the above clauses (x), (y) and (z), and such proceeds are subsequently applied as contemplated in such contractual commitment, then the requirement for application of net proceeds set forth in this proviso shall be considered satisfied) (it being further understood that, any net proceeds not so applied pursuant to this proviso shall constitute Net Proceeds as of the date of such 365-day period or additional 180-day period, as applicable); provided further that the proceeds realized in any single transaction or series of related transactions shall not constitute Net Proceeds unless the amount of such proceeds exceeds $3,000,000 and only the aggregate amount of proceeds (excluding, for the avoidance of doubt, net proceeds described in the preceding proviso) in excess of $3,000,000 shall constitute Net Proceeds; and

(b) the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary of any Indebtedness (other than Indebtedness permitted by Section 5.18), net of all fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such issuance or sale.

"Non-Public Information" means information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"Note" means a note evidencing the Loans of a Lender in the form of Exhibit B hereto.

"Obligations" means (i) all obligations of every nature of each Loan Party from time to time owed to the Secured Parties under any Facility Document whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), fees, expenses, indemnification or otherwise and (ii) all Additional Secured Obligations; provided that Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

"Operating Expenses" means, with respect to any Person(s) for any period, the operating expenses of such Person(s) for such period, determined in accordance with GAAP on a consolidated basis, excluding, to the extent otherwise included in Operating Expenses, (a) one-time costs solely to the extent consisting of (i) transaction costs, restructuring expenses, expenses associated with sold or discontinued businesses and/or product lines and regulatory and legal charges in an aggregate amount during any period of four Fiscal Quarters not to exceed the One Time Expense Cap and (ii) goodwill impairments, (b) non-cash gains or losses arising from the disposition of assets (other than loans and receivables) outside of the ordinary course of business, including gains or losses realized on the disposition of the Flexiti line of business, and (c) depreciation and amortization (including amortization of goodwill and other intangibles).

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Administrative Agent. The counsel may be an employee of or counsel to the Borrower.

"Organizational Documents" means, as applicable, for any Person, such Person's articles or certificate of incorporation, by-laws, memorandum and articles of association, partnership agreement, trust agreement, certificate of limited partnership, articles of organization, certificate of formation, shareholder agreement, voting trust agreement, operating agreement, subscription agreement, limited liability company agreement and/or analogous documents, as amended, modified or supplemented from time to time.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Facility Document, or sold or assigned an interest in any Loan or Facility Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Facility Document, except any such Taxes that result from an assignment (other than any assignment requested or required by the Borrower) pursuant to Section 9.05 and are imposed as a result of a connection between the Recipient and the taxing jurisdiction (other than a connection arising solely from any Facility Document or any transactions contemplated thereunder).

"Participant Register" has the meaning set forth in Section 9.05(g)(iv).

"Payment Notice" as defined in Section 2.15(i)(B).

"Payment Recipient" as defined in Section 2.15(i)(A).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to Section 412 or Section 430 of the Code or Section 302 or Title IV of ERISA.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR."

"Permitted Acquisition" has the meaning set forth in clause 3 of the definition of Permitted Investments.

"Permitted Equity Issuance" means any issuance of Equity Interests (other than Disqualified Stock) by the Borrower permitted under this Agreement.

"Permitted Holders" means any one or more members of the Ad Hoc Group and their Affiliates, and any group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of which any member of the Ad Hoc Group or any of their affiliates is a member, so long as Persons otherwise qualifying as Permitted Holders control a majority of the direct or indirect interests in the Borrower held by such group in the aggregate.

"Permitted Indebtedness" means Indebtedness that:

1. is incurred by a Loan Party and not guaranteed by any Person that is not a Loan Party;

2. if secured, is secured by no assets other than the Collateral and the Liens securing such Indebtedness are subject to an Intercreditor Agreement;

3. does not mature earlier than the Scheduled Maturity Date and does not have mandatory prepayment or redemption provisions (other than customary asset sale proceeds events, insurance, eminent domain and condemnation proceeds events, change of control offers, events of default, in each case not inconsistent with the terms hereof), that could result in the prepayment or redemption thereof prior to the Scheduled Maturity Date; and

4. does not include any financial maintenance covenants.

"Permitted Investments" means:

(1) (x) any Investment in the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that the Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in

value) of all Investments by the Loan Parties in Subsidiaries of the Borrower other than Loan Parties pursuant to this clause (x) of paragraph (1), together with all Investments pursuant to paragraph (3) below outstanding at such time, shall not exceed $25 million and (y) any Investment in any Canadian Subsidiary (other than a Receivables Entity) in the form of cash or Cash Equivalents made in the ordinary course of business; provided that the assets held by such Canadian Subsidiary in which an Investment is made pursuant to this clause (y) of paragraph (1) consist entirely of assets comprising the Canadian direct-lending line of business (other than de minimis assets) (any Subsidiary described in this clause (y), a "Canadian Direct Lending Subsidiary");

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Borrower or any Subsidiary of the Borrower in a Person, if as a result of such Investment (A) such Person becomes a Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) or (B) such Person is merged or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or a Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that the Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value) of all Investments pursuant to this paragraph (3) in Persons that do not become Loan Parties, together with all Investments by Loan Parties in Subsidiaries of the Borrower other than Loan Parties pursuant to clause (x) of paragraph (1) above, outstanding at such time, shall not exceed $[25] million (any Investment pursuant to this clause (3), a "Permitted Acquisition");

(4) any Investment existing on the Closing Date (and set forth on Schedule 1.01(A) attached hereto) or made pursuant to binding commitments in effect on the Closing Date (and set forth on Schedule 1.01(A) attached hereto) or an Investment consisting of any extension, modification or renewal of any Investment existing on the Closing Date (and set forth on Schedule 1.01(A) attached hereto); *provided* that the amount of any such Investment may be increased only (x) as required by the terms of such Investment as in existence on the Closing Date or (y) as otherwise permitted under this Agreement;

(5) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 5.19;

(6) Hedging Obligations that are Incurred by the Borrower or any of its Subsidiaries for the purpose of fixing or hedging (A) interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Agreement to be outstanding or (B) currency exchange risk in connection with existing financial obligations and not for purposes of speculation;

(7) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits;

(8) loans and advances to officers, directors and employees of the Borrower and its Subsidiaries in the ordinary course of business not to exceed $[2,000,000] in the aggregate at any one time outstanding;

(9) any Investment consisting of a Guarantee permitted by Section 5.18;

(10) any redemption or repurchase of the Backstop Notes by Loan SPV in accordance with the terms thereof;

(11) Investments received in settlement of bona fide disputes or as distributions in bankruptcy, insolvency, foreclosure or similar proceedings, in each case in the ordinary course of business;

(12) advances to customers or suppliers in the ordinary course of business;

(13) Investments consisting of purchases and acquisitions of supplies, materials and equipment or purchases or contract rights or licenses of intellectual property, in each case in the ordinary course of business;

(14) receivables owing to the Borrower or any of its Subsidiaries if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(15) CSO Obligations of the Borrower and its Subsidiaries incurred in the ordinary course of business;

(16) Investments consisting of obligations of officers and employees to the Borrower or its Subsidiaries in connection with such officer's and employees' acquisition of Equity Interests in the Borrower (other than Disqualified Stock) so long as no cash is actually advanced by the Borrower or any of its Subsidiaries in connection with the acquisition of such obligations);

(17) Investments in a Receivables Entity, or any Investment by a Receivables Entity in any other Person, in each case, in connection with a Qualified Receivables Transaction, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Transaction or any related Indebtedness; *provided*, *however*, that any Investment in a Receivables Entity is in the form of a purchase money note, contribution or sale of receivables or an equity interest; and

(18) other Investments in an aggregate amount outstanding not to exceed $40,000,000.

"Permitted Liens" means:

(1) subject to the terms of an Intercreditor Agreement, Liens on the Collateral securing Indebtedness permitted to be Incurred pursuant to Section 5.18(b)(i), provide not more than $25 million principal amount of such Indebtedness shall be subject to a Senior Intercreditor Agreement and the remainder, if any, shall be secured by Liens ranking junior in priority to the Liens securing the Obligations or any Guarantees thereof pursuant to a Junior Intercreditor Agreement;

(2) Liens in favor of the Borrower or a Guarantor;

(3) Liens on the Loans held by Loan SPV, the proceeds of such Loans, and the other assets of Loan SPV, in each case securing the Backstop Notes;

(4) [reserved;]

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds, workmen's compensation or unemployment obligations or other obligations of a like nature, or to secure letters of credit issued with respect to such obligations, Incurred in the ordinary course of business;

(6) Liens consisting of deposits in connection with leases or other similar obligations, or securing letters of credit issued in lieu of such deposits, incurred in the ordinary course of business, and cash deposits in connection with acquisitions otherwise permitted under this Agreement;

(7) Liens consisting of deposits or cash collateral securing obligations of any Loan Party or Subsidiary thereof in respect of overdrafts and liabilities that arise from any treasury, depository or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions;

(8) Liens existing on the Closing Date (provided that such Liens, to the extent securing obligations in excess of $1 million individually or $2 million in the aggregate, are set forth on Schedule 1.01(B)) and replacement Liens that do not encumber additional assets or secure increased obligations, unless such encumbrance is otherwise permitted;

(9) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(10) Liens securing Permitted Refinancing Debt; *provided* that the obligor under such Indebtedness was permitted to Incur such Liens with respect to the Indebtedness so refinanced under this Indenture and:

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof);

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Debt; and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge; and

(c) if the original Lien is on any portion of the Collateral and junior in priority to the Liens securing the Obligations and the Guarantees thereof, the new Lien shall be junior in priority to the Liens securing the Obligations and the Guarantees thereof;

(11) statutory and common law Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other similar Liens arising in the ordinary course of business with respect to amounts that are not yet delinquent for more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(12) Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(13) Liens arising from filings of UCC financing statements or similar documents regarding leases or otherwise for precautionary purposes relating to arrangements not constituting Indebtedness;

(14) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and its Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Subsidiaries in the ordinary course of business;

(15) Liens securing the Obligations or any Guarantees thereof;

(16) [reserved];

(17) Liens securing obligations in an aggregate principal amount at the time of incurrence of such Liens not to exceed $25,000,000;

(18) encumbrances or exceptions expressly permitted pursuant to the Mortgages;

(19) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including Liens securing letters of credit issued in the ordinary course of business in connection therewith;

(20) [reserved;]

(21) Liens on the property or assets of the Canadian Recourse Facility Borrower securing the Canadian Recourse Facility; and

(22) any Lien on (a) loans receivable and related assets of the types specified in the definition of "Qualified Receivables Transaction" transferred to a Receivables Entity or on assets

of a Receivables Entity or (b) Servicer Accounts, in each case under clauses (a) or (b), granted in connection with (and as security for) a Qualified Receivables Transaction.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest in connection with or in respect of any referenced Indebtedness.

"Permitted Refinancing Debt" means any Indebtedness of the Borrower or any of its Subsidiaries issued in exchange for, or the net cash proceeds of which are used to extend, refinance (including through the issuance of debt securities), renew, replace (whether or not upon termination and whether with the original lenders, institutional investors or otherwise), defease or refund other Indebtedness of the Borrower or any of its Subsidiaries, in whole or in part; *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Debt does not exceed the principal amount and premium, if any, plus accrued interest (or accreted value, if applicable) of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of any fees and expenses Incurred in connection therewith);

(2) such Permitted Refinancing Debt has a final scheduled maturity date later than the final scheduled maturity date of, and has a Weighted Average Life equal to or greater than the Weighted Average Life of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is (i) subordinated in right of payment to the Obligations or any Guarantee thereof, such Permitted Refinancing Debt is subordinated in right of payment to, the Obligations or any Guarantee thereof on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded, or (ii) unsecured or secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guarantee thereof, such Permitted Refinancing Debt is either unsecured or secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guarantee thereof on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred either by the Borrower or by the Subsidiary of the Borrower that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded or would otherwise be permitted to Incur such Indebtedness.

"Person" means any individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, association, estate, organization, joint venture or other entity, or a government or any agency or political subdivision or agency thereof.

"Platform" has the meaning set forth in Section 5.04.

"Pledge Agreement" means the Pledge Agreement, dated as of the Closing Date, among the Borrower and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Preferred Stock" as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prepayment Notice" has the meaning set forth in Section 2.13(a).

"Principal Office" means, for the Administrative Agent, its "Principal Office" or account which may include such other office or office of a third party or sub-agent, as appropriate, as such Person may from time to time designate in writing to the Borrower, the Administrative Agent and each Lender.

"Pro Rata Share" means, with respect to all payments, computations and other matters relating to the Commitment or Loans of any Lender or any participations purchased therein by any Lender, as the context requires, the percentage obtained by dividing (x) the Exposure of that Lender by (y) the aggregate Exposure of all Lenders.

"PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualified ECP Guarantor" means, at any time, each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Receivables Facility" means any Indebtedness incurred in connection with a Qualified Receivables Transaction. Each of the Securitization Facilities, as in effect on the Closing Date, shall constitute a Qualified Receivables Facility.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Borrower or any of the Subsidiaries pursuant to which the Borrower or any of the Subsidiaries may sell, convey or otherwise transfer to:

(1) a Receivables Entity (in the case of a transfer by the Borrower or any of the Subsidiaries); or

(2) any other Person (in the case of a transfer by a Receivables Entity),

or may grant a security interest in, any loans receivable (whether now existing or arising in the future) of the Borrower or any of the Subsidiaries, and any assets related thereto, including all collateral securing such loans receivable, all contracts and all Guarantees or other obligations in respect of such loans receivable, proceeds of such loans receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving loans receivable or

refinancings thereof; *provided*, *however*, that the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the chief financial officer of the Borrower).

For the avoidance of doubt and notwithstanding the foregoing, each of the transactions contemplated by each of the Securitization Facilities (each as in effect on the Closing Date (after giving effect to Section 3.01(j))) is a "Qualified Receivables Transaction."

"Receivables Entity" means (a) a Wholly-Owned Subsidiary of the Borrower or (b) another Person, engaging in a Qualified Receivables Transaction with the Borrower, in each case, that engages in no activities other than in connection with the financing of loans receivables and is designated by the Board of Directors of the Borrower (as provided below) as a Receivables Entity, and in either of clause (a) or (b):

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of such entity:

(A) is Guaranteed by the Borrower or any Subsidiary of the Borrower (excluding Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings),

(B) is recourse to or obligates the Borrower or any Subsidiary of the Borrower in any way (other than pursuant to Standard Securitization Undertakings), or

(C) subjects any property or asset of the Borrower or any Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings);

(2) the entity is not an Affiliate of the Borrower or is an entity with which neither the Borrower nor any Subsidiary of the Borrower has any material contract, agreement, arrangement or understanding other than on terms that the Borrower reasonably believes to be not materially less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower; and

(3) is an entity to which neither the Borrower nor any Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Borrower shall be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of such Board of Directors giving effect to such designation and an officer's certificate certifying that such designation complied with the foregoing conditions.

Each of Heights Financing I, LLC, Heights Financing II, LLC, First Heritage Financing I, LLC, CURO Canada Receivables GP II, Inc., CURO Canada Receivables GP, Inc., CURO Canada Receivables Limited Partnership, and CURO Canada Receivables II Limited Partnership is deemed to have been designated as a Receivables Entity as of the Closing Date.

"Recipient" means (a) the Administrative Agent and (b) any Lender, as applicable.

"Register" has the meaning specified in Section 2.08(b).

"Regulation D" means Regulation D of the Board, as in effect from time to time.

"Regulation FD" means Regulation FD as promulgated by the SEC under the Securities Act and Exchange Act.

"Regulation T" means Regulation T issued by the Board.

"Regulation U" means Regulation U issued by the Board.

"Regulation X" means Regulation X issued by the Board.

"Related Fund" means, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

"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.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, trustees, officers, employees, shareholders, controlling Persons, counsel, representatives, attorneys-in-fact, agents and advisors of such Person and of such Person's Affiliates and each of their heirs, successors and assigns.

"Release" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"Required Lenders" means, as of any date of determination, Lenders holding more than 50% of the sum of the aggregate Exposure of all Lenders; *provided* that "Required Lenders" shall always include at least two (2) unaffiliated Lenders if there are two or more unaffiliated Lenders.

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payments" has the meaning specified in Section 5.16.

"Scheduled Maturity Date" means [●], 2028.

"SEC" means the United States Securities and Exchange Commission and any successor Governmental Authority performing a similar function.

"Second Out Commitment" means a commitment of a Lender to make, be deemed to make, or otherwise fund a Second Out Loan hereunder on the Closing Date, and "Second Out Commitments" means such commitments of all Lenders in the aggregate. The amount of each Lender's Second Out Commitment, if any, is set forth opposite such Lender's name on Schedule 2.01, subject to any adjustment or reduction pursuant to the terms and conditions hereof.

"Second Out Lender" means each financial institution listed Schedule 2.01 as a Second Out Lender for so long as they hold Second Out Loans and any other Person that becomes a party hereto as a Second Out Lender pursuant to an Assignment Agreement.

"Second Out Loan" means a loan made or deemed made by a Second Out Lender to the Borrower pursuant to Section 2.01(b).

"Secured Hedging Obligations" means all Hedging Obligations of any Loan Party pursuant to an agreement with any person that, at the time it enters into such agreement (or on the Closing Date), is an Agent, a Lender or an Affiliate of an Agent or a Lender; provided that obligations under such agreement are not designated by notice delivered by the Borrower to the Administrative Agent to be excluded from being Secured Hedging Obligations.

"Secured Parties" has the meaning set forth in the Security Agreement.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Securitization Facilities" means the following warehouse/securitization facilities entered into by the Borrower or any of its Subsidiaries:

(i) the non-recourse facility established by that certain Credit Agreement, dated as of July 13, 2022, among First Heritage Financing I, LLC, as borrower ("First Heritage"), First Heritage Credit, LLC, as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Atlas Securitized Products Holdings, L.P., as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as paying agent, image file custodian, and collateral agent, Systems & Services Technologies, Inc., as backup servicer and Wilmington Trust, National Association, as borrower loan trustee ("First Heritage Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 13, 2022, among First Heritage, First Heritage Credit, LLC, the originators from time to time party thereto and the First Heritage Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "First Heritage SPV Facility");

(ii) the non-recourse facility established by that certain Credit Agreement, dated as of July 15, 2022, among Heights Financing I, LLC, as borrower ("Heights I"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Atlas Securitized Products Holdings, L.P., as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as paying agent, image file custodian, and collateral agent, Systems & Services Technologies, Inc., as backup servicer and Wilmington Trust, National Association, as borrower loan trustee ("Heights I Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 15, 2022, among Heights I, SouthernCo, Inc., the originators from time to time party thereto and the Heights I Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Heights I SPV Facility");

(iii) the non-recourse facility established by that certain Credit Agreement, dated as of November 3, 2023, among Heights Financing II, LLC, as borrower ("Heights II"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Midtown Madison Management LLC, as administrative agent, structuring and syndication agent, collateral agent and paying agent, Systems & Services Technologies, Inc., as backup servicer and image file custodian, and Wilmington Trust, National Association, as borrower loan trustee ("Heights II Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of November 3, 2023, among Heights II, SouthernCo, Inc., the originators and other entities from time to time party thereto and the Heights II Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Heights II SPV Facility");

(iv) the non-recourse facility established by that certain Second Amended and Restated Asset-Backed Revolving Credit Agreement, dated as of November 12, 2021, among Curo Canada Receivables Limited Partnership, as borrower ("Canada I SPV"), by its general partner, Curo Canada Receivables GP Inc. ("Canada I GP"), the lenders party thereto and Waterfall Asset Management, LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Second Amended and Restated Sale and Servicing Agreement dated as of November 12, 2021, among Canada I SPV, Canada I GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Canada I SPV Facility"); and

(v) the non-recourse facility established by that certain Asset-Backed Revolving Credit Agreement, dated as of May 12, 2023, among Curo Canada Receivables II Limited Partnership, as borrower ("Canada II SPV"), by its general partner, Curo Canada Receivables II GP Inc. ("Canada II GP"), the lenders party thereto and Midtown Madison Management LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Sale and Servicing Agreement dated as of May 12, 2023, among Canada II SPV, Canada II GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Canada II SPV Facility").

"Security Agreement" means the Security Agreement, dated as of the Closing Date, among the Borrower and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Senior Intercreditor Agreement" means an Intercreditor Agreement customary in form and substance and reasonably satisfactory to the Required Lenders, pursuant to which the Liens securing any Indebtedness are made pari passu with the Liens securing the Obligations (other than with respect to control of remedies).

"Servicer Account" means any deposit account or securities account used as a collection account for loans receivable contributed or sold to the applicable Receivables Entity that is periodically swept to a zero balance or subject to a requirement to transfer collections therefrom on a periodic basis.

"Set-off Party" has the meaning specified in Section 9.12.

"Similar Business" means any business conducted or proposed to be conducted by the Borrower and its Subsidiaries on the Closing Date or any business that is similar, reasonably related, incidental, complementary or ancillary thereto, or a reasonable extension or expansion thereof.

"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).

"Solvent" means, with respect to the Borrower and any of its Subsidiaries on a consolidated basis, that as of the date of determination, both (i) (a) the sum of the Borrower and its Subsidiaries' debt (including contingent liabilities) does not exceed the present fair saleable value of the Borrower's and its Subsidiaries' present assets; (b) the Borrower and its Subsidiaries' capital is not unreasonably small in relation to its business as contemplated on the Closing Date or with respect to any transaction contemplated to be undertaken after the Closing Date; and (c) such Person 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 (ii) such Person is "solvent" within the meaning given that term and similar terms under the Bankruptcy Code and 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).

"Specified Loan Party" means any Loan Party that is not then an "eligible contract participant" under the Commodity Exchange Act (determined prior to giving effect to Section 7.10).

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Subsidiary of the Borrower that, taken as a whole, are customary for a non-recourse loans receivable financing transaction.

"Subsidiary" of any Person means:

(1) any corporation of which more than 50% of the outstanding shares of Capital Stock having ordinary voting power for the election of directors is owned directly or indirectly by such Person; and

(2) any partnership, limited liability company, association, joint venture, business trust or other entity in which such Person, directly or indirectly, has at least a majority ownership interest entitled to vote at the election of directors, managers or trustees thereof (or other person performing similar functions).

Except as otherwise indicated herein, references to Subsidiaries shall refer to Subsidiaries of the Borrower.

"Swap Agreement" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase transactions, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Swap Master Agreement"), including any such obligations or liabilities under any Swap Master Agreement.

"Swap Master Agreement" has the meaning set forth in the definition of Swap Agreement.

"Swap Obligations" means with respect to any Guarantor any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Tax" means any present or future tax, levy, impost, duty, assessment, deduction or withholding or similar charges in the nature of a tax imposed by any Governmental Authority (and interest, fines, penalties and additions related thereto).

"Term SOFR" means, for any calculation with respect to a Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Transactions" means the borrowing of Loans by the Borrower under this Agreement contemplated to be funded on the Closing Date, and the payment of fees and expenses, incurred in connection with the foregoing.

"UK Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Lender" has the meaning set forth in Section 2.19(c).

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"Unrestricted Cash" means, with respect to any Person(s), cash or Cash Equivalents of such Person(s) that would not appear as "restricted" on a consolidated balance sheet of such Person(s).

"Voting Stock" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Weighted Average Life" means, as of any date, with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of the number of years from such date to the dates of each successive scheduled principal payment (including any sinking fund payment requirements) of such Indebtedness multiplied by the amount of such principal payment, by (2) the sum of all such principal payments.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person all of the outstanding Capital Stock of which (other than directors' qualifying shares and nominal amounts required to be held by local nationals) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person (or any combination thereof).

"Write-Down and Conversion Powers" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

Section 1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required

to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis. If at any time any change in GAAP would affect the computation of any provision (including any definition, financial ratio or requirement set forth in any Facility Document), and either the Borrower or Administrative Agent shall so request, Administrative Agent and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.04 Principles of Construction. All references to Articles, Sections, Schedules, Exhibits, and Appendices are to Articles, Sections, Schedules, Exhibits, and Appendices in or to this Agreement unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to agreements and other contractual instruments shall be deemed to include subsequent amendments, permitted assignments and other modifications thereto, but only to the extent such amendments, assignments and other modifications are not prohibited by the terms of any Facility Document. Furthermore, any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time.

Section 1.05 Rate. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract

or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.06 Divisions. Any restriction, condition or prohibition applicable to a merger, transfer, consolidation, amalgamation, assignment, sale or transfer, or similar term set forth in the Facility Documents shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company, as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable. Any reference in any Facility Document to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person under the Facility Documents (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity.

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as specifically provided in Section 2.15 or as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

ARTICLE II

AMOUNTS AND TERMS OF THE LOANS

Section 2.01 Commitments and Loans.

(a) First Out Commitments and Loans.

(i) Subject to the terms and conditions hereof, each First Out Lender agrees, severally and not jointly, to make, and in accordance with the Chapter 11 Plan will be deemed to have made, First Out Loans to the Borrower on the Closing Date in an aggregate amount equal to such First Out Lender's Closing Date First Out Commitment.

(ii) Subject to the terms and conditions hereof, each First Out Lender agrees, severally and not jointly, to make First Out Loans to the Borrower following the Closing Date and on or prior to the first anniversary of the Closing Date in up to two (2) drawings in an aggregate amount not to exceed such First Out Lender's remaining First Out Commitment following the Closing Date. Each borrowing pursuant to this clause (ii) shall be in an aggregate principal amount of $[12,500,000] (or shall be in an amount equal to the entirety of the remaining First Out Commitments).

(iii) Upon a First Out Lender's funding of a First Out Loan, such First Lender's First Out Commitment with respect to such First Out Loan shall be permanently reduced by the amount of such First Out Loan. Any First Out Commitment outstanding as of the

first anniversary of the Closing Date shall automatically expire without further notice or action by any Person at 12:00 p.m. (New York City time) on the first anniversary of the Closing Date. Amounts repaid or prepaid in respect of the First Out Loans may not be reborrowed.

(b) Second Out Commitments and Loans. Subject to the terms and conditions hereof, each Second Out Lender agrees, severally and not jointly, to make, and in accordance with the Chapter 11 Plan will be deemed to have made, Second Out Loans to the Borrower on the Closing Date in an aggregate amount not to exceed such Second Out Lender's Second Out Commitment. The full amount of the Second Out Commitments shall be drawn in a single drawing, and the Second Out Commitments shall expire in their entirety accordingly, on the Closing Date. Second Out Loans, or portions thereof, that are repaid or prepaid may not be reborrowed.

Section 2.02 Borrowing Mechanics for Loans.

(a) [Reserved.]

(b) The Borrower shall deliver to the Administrative Agent a fully executed and delivered Borrowing Request not later than 12:00 noon (New York time) at least three (3) Business Days in advance of the date that the Borrower seeks to borrow Loans hereunder(other than any First Out Loans and Second Out Loans deemed to have made on the Closing Date in accordance with the Chapter 11 Plan) (or, in each case, such shorter period acceptable to the Administrative Agent).

(c) [Reserved].

(d) Notice of receipt of each Borrowing Request in respect of Loans, together with the amount of each Lender's Pro Rata Share thereof, if any, together with the applicable interest rate, shall be provided by the Administrative Agent to each Lender by electronic mail with reasonable promptness, but (provided the Administrative Agent shall have received such notice by 12:00 noon (New York time)) on the same day as the Administrative Agent's receipt of such notice from the Borrower.

(e) Each Lender shall make the amount of its Loans available to the Administrative Agent not later than 12:00 noon (New York time) on the applicable borrowing date by wire transfer of same day funds in Dollars at the Principal Office designated by the Administrative Agent. Except as provided herein, upon satisfaction or waiver of the conditions precedent specified herein and receipt of all applicable funds from the Lenders, the Administrative Agent shall make the proceeds of such Loans available to the Borrower on the Closing Date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans received by the Administrative Agent from Lenders to be credited to the account of the Borrower at the Principal Office designated by the Administrative Agent or such other account as may be designated in writing to the Administrative Agent by the Borrower.

Section 2.03 Payment of Loans. Notwithstanding any other provision hereof or of any other Facility Document, all Loans, all accrued interest thereon and all other Obligations (other than Additional Secured Obligations) shall be due and payable by the Borrower on the Maturity Date.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 Pro Rata Shares; Availability of Funds.

(a) Pro Rata Shares. All Loans (other than fees paid in kind in accordance with the terms of the Facility Documents, which shall be paid as set forth therein) shall be made by Lenders simultaneously and proportionately to their respective Pro Rata Shares, it being understood that no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder nor shall any Commitment of any Lender be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder.

(b) Availability of Funds. Unless the Administrative Agent shall have been notified by any Lender prior to the applicable Closing Date that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's Loan requested on the Closing Date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Closing Date and the Administrative Agent may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount on such Closing Date. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from the Closing Date until the date such amount is paid to the Administrative Agent, at the customary rate set by the Administrative Agent for the correction of errors among banks. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall within five (5) Business Days pay such corresponding amount to the Administrative Agent together with interest thereon, for each day from the Closing Date until the date such amount is paid to the Administrative Agent. Nothing in this Section 2.06(b) shall be deemed to relieve any Lender from its obligation to fulfill its Commitment hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder.

Section 2.07 Use of Proceeds. The Loans deemed advanced on the Closing Date shall be issued in satisfaction of the applicable obligations under the Chapter 11 Plan. The proceeds of the Loans incurred following the Closing Date may be applied by the Borrower for general corporate purposes. No portion of the proceeds of any Loan shall be used in any manner that causes or might cause such Loan or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board or any other regulation thereof or to violate the Exchange Act.

Section 2.08 Evidence of Indebtedness; Register; Notes.

(a) Lenders' Evidence of Indebtedness. Each Lender shall maintain on its internal records an account or accounts evidencing the Obligations of the Borrower to such Lender, including the amounts of the Loans made by it, the amount of interest and fees paid to it

in kind and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on the Borrower, absent manifest error; provided that the failure to make any such recordation, or any error in such recordation, shall not affect any Lender's Commitment or the Borrower's Obligations in respect of any Loans; *provided*, *further*, that in the event of any inconsistency between the Register and any Lender's records, the recordations in the Register shall govern.

(b) Register. The Administrative Agent (or its agent or sub-agent appointed by it), as a non-fiduciary agent of Borrower, shall maintain at its Principal Office a register for the recordation of the names and addresses of Lenders and the Commitment and Loans of each Lender from time to time (the "Register"). The Register shall be available for inspection by the Borrower or any Lender (with respect to any entry relating to such Lender's Loans) at any reasonable time and from time to time upon reasonable prior written notice. The Administrative Agent shall record, or shall cause to be recorded, in the Register the Commitments and the Loans in accordance with the provisions of Section 9.05, any payment of interest or fees in kind and each repayment or prepayment in respect of the principal amount of the Loans, and any such recordation shall be conclusive and binding on the Borrower and each Lender, absent manifest error; provided that failure to make any such recordation, or any error in such recordation, shall not affect any Lender's Commitment or the Borrower's Obligations in respect of any Loan. The Borrower hereby designates the Administrative Agent to serve as the Borrower's non-fiduciary agent solely for purposes of maintaining the Register as provided in this Section 2.08, and the Borrower hereby agrees that, to the extent the Administrative Agent serves in such capacity, the Administrative Agent and its officers, directors, employees, agents, sub-agents and affiliates shall constitute Indemnitees.

(c) Notes. If so requested by any Lender by written notice to the Borrower (with a copy to the Administrative Agent) at least two (2) Business Days prior to the Closing Date, or at any time thereafter, the Borrower shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of such Lender pursuant to Section 9.05) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after the Borrower's receipt of such notice) a Note or Notes to evidence such Lender's Loan.

Section 2.09 Interest on Loans.

(a) Except as otherwise set forth herein, the First Out Loans shall bear interest on the unpaid principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof at a rate per annum equal to Adjusted Term SOFR plus 10.00% per annum.

(b) Except as otherwise set forth herein, the Second Out Loans shall bear interest on the unpaid principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof at a rate per annum equal to 13.00% per annum.

(c) Interest on each Loan shall be payable in kind or, at the Borrower's election, in whole or in part in cash (and shall be paid in full, in cash on the Maturity Date); *provided*, the Borrower shall elect to pay interest in kind to the extent required under any of the

Securitization Facilities. Borrower shall deliver written notice of its election to pay interest in cash and/or in kind to the Administrative Agent at least six (6) Business Days prior to the applicable Interest Payment Date; *provided*, if the Borrower does not submit such notice, the Borrower shall be deemed to have elected to pay interest in kind to the maximum permissible extent. Any interest that is paid in kind shall be capitalized and added to the outstanding principal amount of the applicable Loans (i.e., First Out Loans or Second Out Loans) on the applicable Interest Payment Date and constitute First Out Loans or Second Out Loans, as applicable, for all purposes under the Facility Documents, which Loans shall be payable as part of the outstanding principal amount of the Loans upon any prepayment of the Loans in accordance with the terms of the Facility Documents, whether voluntary or mandatory, and shall be payable in cash as part of the outstanding principal amount of the Loans upon the Maturity Date. All capitalized amounts shall constitute principal of the First Out Loans or Second Out Loans and shall accrue interest at the applicable rate from the date capitalized at the rate at which the Loans accrue interest, payable in accordance with this Section 2.09.

(d) Except as otherwise set forth herein, (i) interest on First Out Loans shall be computed on the basis of a 360-day year and actual days elapsed, and (ii) interest on each Second Out Loan shall be computed on the basis of a 365-day year, for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan shall be included, and the date of payment of such Loan shall be excluded; *provided* that if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

(e) Except as otherwise set forth herein, interest on each Loan (i) shall accrue on a daily basis and shall be payable in arrears on each Interest Payment Date with respect to interest accrued on and to each such payment date; (ii) shall accrue on a daily basis and shall be payable in arrears upon any prepayment of such Loan, whether voluntary or mandatory, to the extent accrued on the amount being prepaid; and (iii) shall accrue on a daily basis and shall be payable in arrears at maturity or upon acceleration of such Loan.

Section 2.10 [Reserved].

Section 2.11 Default Interest; Late Fees. If (a) all or any portion of the principal amount of or interest on any Loan shall not be paid when due (whether at stated maturity, by acceleration or otherwise) or (b) an Event of Default shall occur and be continuing, the applicable portion of such Obligations or, as to clause (b), all outstanding Loans (whether or not overdue) shall bear interest, from the date of such nonpayment until such amount is paid in full or from the date of occurrence of such Event of Default until such Event of Default ceases to be continuing, at a rate per annum (the "Default Rate") that is equal to the rate that would otherwise be applicable to such loans pursuant to Section 2.09 *plus* 2.00% per annum. Payment or acceptance of the increased rates of interest provided for in this Section 2.11 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender. Interest accruing pursuant to this Section 2.11 is payable on demand in cash in arrears.

Section 2.12 Fees. The Borrower shall pay to the Agents, for the account of the Agents, the fees and other amounts set forth in the Agent Fee Letter in the amounts, and at the times, specified therein.

Section 2.13 Voluntary Prepayments.

(a) Voluntary Prepayments. The Borrower shall have the right at any time and from time to time to prepay any Loan, subject to the succeeding clause (b), in whole or in part, without premium or penalty in an aggregate principal amount equal to $500,000, any integral multiple thereof in excess of $500,000 or the aggregate principal amount outstanding. The Borrower shall provide written notice to the Administrative Agent of the voluntary prepayment of any Loans (the "Prepayment Notice") not later than 2:00 p.m. (New York City time) at least three (3) Business Days prior to such voluntary prepayment. Each such Prepayment Notice shall be irrevocable and the principal amount of the Loans specified therein shall become due and payable on the prepayment date specified therein; *provided* that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. All voluntary prepayments of Loans shall be accompanied by accrued and unpaid interest on the principal amount repaid.

(b) Any such voluntary prepayment shall be applied (1) ratably to the First Out Loans of each First Out Lender until such First Out Loans are repaid in full, and (2) thereafter, ratably to the Second Out Loans of each Second Out Lender.

Section 2.14 Mandatory Prepayments. (a) The Borrower shall apply (i) all Net Proceeds of Asset Sales permitted by Section 5.19(r) (which, for the avoidance of doubt, shall not include transfers of loan receivables in connection with the Securitization Facilities) and of all Events of Loss, in each case to the extent in excess of $10 million in the aggregate for all such transactions and occurrences since the Closing Date and (ii) all Net Proceeds of Incurrences of Indebtedness not permitted by Section 5.18, to prepay Loans within 5 Business Days after receipt thereof. Any such prepayment shall be applied (1) ratably to the First Out Loans of each First Out Lender until such First Out Loans are repaid in full, and (2) thereafter, ratably to the Second Out Loans of each Second Out Lender.

(b) All mandatory prepayments of Loans shall be accompanied by accrued and unpaid interest on the principal amount repaid, calculated as if Loans in a principal amount equal to the amount of such mandatory prepayment were being voluntarily prepaid on the date of such mandatory prepayment.

(c) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Loans not later than 2:00 p.m. (New York City time) five (5) Business Days prior to the date of such mandatory prepayment. Each such Prepayment Notice shall specify the date of such mandatory prepayment and provide a reasonably detailed calculation of the amount of such prepayment, the interest payable in connection therewith. The Administrative Agent will promptly notify each Lender of the contents of any such Prepayment Notice and of such Lender's ratable portion of such prepayment. Any such mandatory

prepayment shall be applied ratably to the Loans of each Lender; *provided* that any Lender (a "Declining Lender" and any Lender which is not a Declining Lender, an "Accepting Lender") may elect, by delivering written notice to the Administrative Agent and the Borrower not later than 3:00 p.m. (New York City time) one (1) Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment, that any amount of any mandatory prepayment otherwise required to be made with respect to the Loans held by such Lender not be made (the aggregate amount of such prepayments declined by the Declining Lenders, the "Declined Prepayment Amount"); *provided further* if a Lender fails to deliver notice setting forth such rejection of a prepayment to the Administrative Agent within the time frame specified above or such notice fails to specify the principal amount of the Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Loans; *provided further* that Loan SPV shall be treated as a Declining Lender with respect to the portion of any such mandatory prepayment that it elects not be made and an Accepting Lender with respect to the portion of any such mandatory prepayment that it elects to be made. In the event that the Declined Prepayment Amount is greater than $0, the Administrative Agent will promptly notify each Accepting Lender of the amount of such Declined Prepayment Amount and of any such Accepting Lender's ratable portion of such Declined Prepayment Amount (based on such Lender's pro rata share of the Loans other than the Loans of Declining Lenders)). Any such Accepting Lender may elect, by delivering, not later than 3:00 p.m. (New York City time) one (1) Business Day after the date of such Accepting Lender's receipt of notice from the Administrative Agent regarding such additional prepayment, a written notice, that such Accepting Lender's ratable portion of such Declined Prepayment Amount not be applied to repay such Accepting Lender's Loans, in which case the portion of such Declined Prepayment Amount which would otherwise have been applied to such Loans of the Declining Lenders shall instead be retained by the Borrower. Each Lender's ratable portion of such Declined Prepayment Amount (unless declined by the respective Lender as described in the preceding sentence) shall be applied to the respective Loans of such Lenders.

Section 2.15 General Provisions Regarding Payments.

(a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, set-off or counterclaim, free of any restriction or condition, and delivered to the Administrative Agent not later than 12:00 noon (New York City time) on the date due at the Principal Office designated by the Administrative Agent for the account of Lenders. For purposes of computing interest and fees, funds received by the Administrative Agent after that time on such due date shall be deemed to have been paid by the Borrower on the next succeeding Business Day.

(b) All payments in respect of the principal amount of any Loan shall be accompanied by payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) The Administrative Agent (or its agent or sub-agent appointed by it) shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest

due hereunder (with respect to mandatory prepayments, subject to Section 2.14(c)), together with all other amounts due thereto, including all fees payable with respect thereto, to the extent received by the Administrative Agent.

(d) [Reserved].

(e) Whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the Commitment fees hereunder.

(f) The Borrower hereby authorizes the Administrative Agent to charge the Borrower's accounts with the Administrative Agent in order to cause timely payment to be made to the Administrative Agent of all principal, interest, fees and expenses due hereunder (subject to sufficient funds being available in its accounts for that purpose).

(g) The Administrative Agent may deem any payment by or on behalf of the Borrower hereunder that is not made in same day funds prior to 12:00 noon (New York City time) to be a non-conforming payment. Any such payment shall not be deemed to have been received by the Administrative Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. The Administrative Agent shall give prompt written notice to the Borrower and each applicable Lender if any payment is non-conforming. Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 6.01(a). Interest shall continue to accrue on any principal as to which a non-conforming payment is made until such funds become available funds (but in no event less than the period from the date of such payment to the next succeeding applicable Business Day) at the Default Rate from the date such amount was due and payable until the date such amount is paid in full.

(h) If an Event of Default shall have occurred and not otherwise been waived, and the maturity of the Obligations shall have been accelerated pursuant to Section 6.01, all payments or proceeds received by Agents hereunder in respect of any of the Obligations, shall be applied in accordance with the application arrangements described in the Security Agreement.

(i) Erroneous Payments.

(A) If the Administrative Agent notifies a Lender or other Secured Party, or any Person who has received funds on behalf of a Lender or other Secured Party (any such Lender, other Secured Party or other recipient and their respective successors and assigns, a "Payment Recipient"), that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, other Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the

Administrative Agent and held in trust for the benefit of the Administrative Agent, and such Lender or other Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 2.15(i) shall be conclusive, absent manifest error.

(B) Without limiting the immediately preceding Section 2.15(i)(A), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case, then (1) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Agent to the contrary) or (2) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment, and (3) such Payment Recipient shall use commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 2.15.

To avoid doubt, failure to deliver a notice to the Administrative Agent pursuant to this Section 2.15 shall not have any effect on a Payment Recipient's obligations pursuant to this Section 2.15 or on whether or not an Erroneous Payment has been made.

(C) Each Lender and Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Facility Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under Section 2.15(i)(A) above or under the indemnification provisions of this Agreement.

(D) If an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 2.15(i)(A), from any Payment Recipient that has received such Erroneous Payment (or

portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, and (D) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(E) Subject to Section 9.05, the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(F) The Borrower and each other Loan Party hereby agree that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be contractually subrogated (irrespective of whether the

Administrative Agent may be equitably subrogated) to all the rights of such Lender or other Secured Party under the Facility Documents with respect to such amount, (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as a payment or satisfaction of any of the Obligations, the Obligations or part thereof that were so credited, and all rights of the applicable Lender, other Secured Party or Administrative Agent, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received; provided, however, the amount of such Erroneous Payment that is comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment shall be credited as a payment or satisfaction of the Obligations and the Obligations or part thereof that were so credited shall not be reinstated.

(G) To the extent permitted by applicable requirements of law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(H) Each party's obligations, agreements and waivers under this Section 2.15(i) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or other Secured Party, the termination of any Commitment or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Facility Document.

(I) Notwithstanding anything to the contrary in this Section 2.15(i), the Loan Parties shall have no obligations, liabilities or responsibilities for any actions, consequences or remediation (including the repayment or recovery of any amounts) contemplated by this Section 2.15(i) (and, for the avoidance of doubt, it is understood and agreed that if a Loan Party has paid principal, interest or any other amounts owed pursuant to a Facility Document, nothing in this Section 2.15(i) (or any equivalent provision) shall require any such Loan Party to pay additional amounts that are duplicative of such previously paid amounts).

Section 2.16 Ratable Sharing. Lenders hereby agree among themselves, that if any of them shall, whether by voluntary payment (other than a voluntary prepayment of Loans made and applied in accordance with the terms hereof), through the exercise of any right of set-off or banker's lien, by counterclaim or cross action or by the enforcement of any right under the Facility Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment or reduction of a proportion of any amount of principal, interest, fees and other amounts then due and owing to such Lender hereunder or under the other Facility Documents (collectively, the "Amounts Due" to such Lender) which is greater than the proportion received by any other Lender entitled to payment thereof in respect of such Amounts Due to such other Lender, then the Lender receiving such proportionately greater

payment shall (a) notify the Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase participations (which it shall be deemed to have purchased from each seller of a participation simultaneously upon the receipt by such seller of its portion of such payment) in the Amounts Due to the other Lenders entitled to payment thereof so that all such recoveries of Amounts Due shall be shared by all Lenders in proportion to the Amounts Due to them; *provided* that if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, set-off or counterclaim with respect to any and all monies owing by the Borrower to that holder with respect thereto as fully as if that holder were owed the amount of the participation held by that holder. The provisions of this Section 2.16 shall not be construed to apply to (a) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (b) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it in accordance with the express terms of this Agreement.

Section 2.17 [Reserved].

Section 2.18 Increased Costs; Capital Adequacy.

(a) Compensation For Increased Costs and Taxes. In the event that any Lender shall determine (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that any Change in Law (i) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender or (ii) imposes any other condition or Tax (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of "Excluded Taxes" and (C) Connection Income Taxes) on or affecting such Lender (or its applicable lending office) or its obligations hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to such Lender of agreeing to make, making or maintaining Loans hereunder or to reduce any amount received or receivable by such Lender (or its applicable lending office) with respect thereto; then, in any such case, the Borrower shall promptly pay to such Lender, upon receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its sole discretion shall determine) as may be necessary to compensate such Lender for any such increased cost or reduction in amounts received or receivable hereunder. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to such Lender under this Section 2.18(a), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

(b) Capital Adequacy Adjustment. In the event that any Lender shall have determined that a Change in Law has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Loans or Commitment or other obligations hereunder with respect to the Loans, to a level below that which such Lender or such controlling corporation could have achieved but for such Change in Law (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy), then from time to time, within five (5) Business Days after receipt by the Borrower from such Lender of the statement referred to in the next sentence, the Borrower shall pay to such Lender such additional amount or amounts as shall compensate such Lender or such controlling corporation on an after tax basis for such reduction. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to Lender under this Section 2.18(b), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

Section 2.19 Taxes; Withholding, Etc.

(a) Payments to Be Free and Clear. All sums payable by or on account of any obligation of any Loan Party hereunder or under any other Facility Document shall (except to the extent required by applicable Law) be paid free and clear of, and without any deduction or withholding for or on account of, any Tax.

(b) Withholding of Taxes. If any applicable Loan Party or any other applicable withholding agent is required by applicable Law to make any deduction or withholding for or on account of any Tax from any sum paid or payable under any of the Facility Documents, then: (i) the Borrower shall notify the Administrative Agent of any such requirement or any change in any such requirement as soon as the Borrower becomes aware of it; (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law, such payment to be made (if the liability to pay is imposed on any Loan Party) for its own account or (if that liability is imposed on the Administrative Agent or such Lender, as the case may be) on behalf of and in the name of the Administrative Agent or such Lender; (iii) if such deduction or withholding is made on account of any Indemnified Tax, the sum payable by such Loan Party in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after such deduction, withholding or payment has been made (including such deductions, withholdings, or payments applicable to additional sums payable under this Section 2.19), the Administrative Agent or such Lender, as the case may be, receives on the due date a net sum equal to the amount it would have received had no such deduction, withholding or payment been required or made; and (iv) within thirty (30) days after any payment of any Tax by the Borrower pursuant to clause (ii), the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by the relevant Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence satisfactory to the Administrative Agent of such deduction, withholding or payment and of the remittance thereof to the relevant Governmental Authority.

(c) Evidence of Exemption From U.S. Withholding Tax.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Facility Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution, and submission of such documentation (other than such documentation set forth in paragraph (A) of Section 2.19(c)(ii), Section 2.19(c)(iii), or Section 2.19(c)(iv)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of paragraph (i), each Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Administrative Agent for transmission to the Borrower, on or prior to the Closing Date (in the case of each Lender listed on the signature pages hereof on the Closing Date) or on or prior to the date of the Assignment Agreement pursuant to which it becomes a Lender (in the case of each other Lender), and, upon request, at such other times as may be necessary in the determination of the Borrower or the Administrative Agent (each in the reasonable exercise of its discretion), (A) whichever of the following is applicable: (1) in the case of such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Facility Document, two (2) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Facility Document, Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty; (2) two (2) executed copies of Internal Revenue Service Form W-8ECI with respect to such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner); (3) in the case of such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a Certificate re Non-Bank Status and (y) two (2) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor form); or (4) to the extent such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) is not the beneficial owner, two (2) executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, W-BEN, W-8BEN-E, a Certificate re Non-Bank Status, Internal Revenue Service Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the

portfolio interest exemption, such Foreign Lender may provide a Certificate re Non-Bank Status on behalf of each such direct and indirect partner; and (B) executed copies of any other form required under the Code and reasonably requested by the Borrower to establish that such Lender is not subject to (or is subject to a reduced rate of) deduction or withholding of United States federal withholding tax with respect to any payments to such Lender of interest payable under any of the Facility Documents.

(iii) Without limiting the generality of paragraph (i), each Lender that is a U.S. Person (or, if such Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, is owned by a U.S. Person) (such Lender or such owner, as applicable, a "U.S. Lender") shall deliver to the Administrative Agent and the Borrower on or prior to the Closing Date (or, if later, on or prior to the date on which such Lender becomes a party to this Agreement) two (2) executed copies of Internal Revenue Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such U.S. Lender is entitled to an exemption from United States federal backup withholding tax, or otherwise prove that it is entitled to such an exemption.

(iv) FATCA. If a payment made to a Recipient under any Facility Document would be subject to United States federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and Administrative Agent, at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or Administrative Agent, such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or Administrative Agent as may be necessary for the Borrower or Administrative Agent to comply with its obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this paragraph (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(v) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any material respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(vi) If the Administrative Agent is a U.S. Person (or if the Administrative Agent is disregarded as an entity separate from its owner for U.S. federal income tax purposes and such owner is a U.S. Person), it (or such owner, as applicable) shall deliver to the Borrower on or prior to the date on which the Administrative Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower) two (2) executed copies of Internal Revenue Service Form W-9 certifying that the Administrative Agent (or such owner, as applicable) is entitled to an exemption from U.S. federal backup withholding Tax. If the Administrative Agent is not a U.S. Person (or if the Administrative Agent is disregarded as an entity separate from its owner for U.S. federal income tax purposes and such owner is not a U.S. Person), it (or such owner, as applicable) shall provide to the Borrower on or prior to the date on which the Administrative

Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower): (A) with respect to payments received for the Administrative Agent's own account, two (2) executed copies of Internal Revenue Service Form W-8ECI with respect the Administrative Agent (or such owner, as applicable), and (B) with respect to payments received on account of any Lender, two (2) executed copies of Internal Revenue Service Form W-8IMY certifying that the Administrative Agent (or such owner, as applicable) is either (x) a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business within the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a "U.S. person" with respect to such payments (and the Borrower and the Administrative Agent agree to so treat the Administrative Agent (or such owner, as applicable) as a "U.S. person" with respect to such payments as contemplated by Section 1.1441-1(b)(2)(iv) of the Treasury Regulations) or (y) a "qualified intermediary" assuming primary withholding responsibility under Chapters 3 and 4 of the Code and/or primary IRS Form 1099 reporting and backup withholding responsibility for payments it receives for the account of others.

(d) Payment of Other Taxes. Without limiting the provisions of or duplicating any amounts payable pursuant to Section 2.19(b), the Borrower shall timely pay all Other Taxes to the relevant Governmental Authorities in accordance with applicable Law (or, at the option of the Administrative Agent, timely reimburse it for the payment of any Other Taxes). The Borrower shall deliver to the Administrative Agent official receipts or other evidence of such payment reasonably satisfactory to the Administrative Agent in respect of any Other Taxes payable hereunder promptly after payment of such Other Taxes.

(e) Indemnified Taxes. Without limiting the provisions of or duplicating any amounts payable pursuant to Sections 2.19(b) or 2.19(d), the Borrower shall indemnify the Administrative Agent and any Lender for the full amount of Indemnified Taxes (including any such Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.19) paid or payable by the Administrative Agent or any Lender or any of their respective Affiliates or required to be withheld or deducted from a payment to the Administrative Agent or any Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability (with supporting documentation as necessary) delivered to the Borrower shall be conclusive absent manifest error. Such payment shall be due within ten (10) days after demand therefor.

(f) Repayment. If the Borrower pays any additional amounts or makes an indemnity payment under this Section 2.19 to any Lender or the Administrative Agent, and such Lender or the Administrative Agent determines in its sole discretion exercised in good faith that it has actually received in connection therewith any refund of the underlying Indemnified Taxes, such Lender or the Administrative Agent shall pay to the Borrower an amount equal to such refund which was obtained by such Lender or Administrative Agent (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.19 with respect to the Indemnified Taxes giving rise to such refund) reduced by all reasonable out-of-pocket expenses (including Taxes) of such Lender or the Administrative Agent, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided*, *however,* that the Borrower, upon the request of such Lender or the

Administrative Agent, shall repay the amount paid over to the Borrower to any Lender or the Administrative Agent in the event any Lender or the Administrative Agent is required to repay such refund, plus any interest, penalties or other charges. Notwithstanding anything to the contrary in this paragraph (f), in no event will any Lender or the Administrative Agent be required to pay any amount to the Borrower pursuant to this paragraph (f) the payment of which would place any Lender or the Administrative Agent in a less favorable net after-Tax position than such Lender or the Administrative Agent would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any Lender or the Administrative Agent to disclose any Confidential Information to the Borrower or any other Person (including its Tax returns).

(g) Survival. Each party's obligations under this Section 2.19 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Facility Document.

Section 2.20 Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would entitle such Lender to receive payments under Sections 2.18 or 2.19, it shall, to the extent not inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts to (a) make, issue, fund or maintain its Loans through another office of such Lender or (b) take such other measures as such Lender may deem reasonable, if as a result thereof the additional amounts which would otherwise be required to be paid to such Lender pursuant to Sections 2.18 or 2.19 would be materially reduced and if, as determined by such Lender in its sole discretion, the making, issuing, funding or maintaining of such Commitments or Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Commitments or Loans or the interests of such Lender; *provided* that such Lender shall not be obligated to utilize such other office pursuant to this Section 2.20 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.20 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

Section 2.21 Benchmark Replacement Setting.

(a) Notwithstanding anything to the contrary herein or in any other Facility Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Facility Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) No Swap Agreement shall constitute a "Facility Document" for purposes of this Section 2.21).

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

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower 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. The Administrative Agent (at the direction of the Required Lenders) will notify the Borrower of (y) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.21(d) and (z) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or any Lender (or group of Lenders) pursuant to this Section 2.21, including any determination with respect to a 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 Facility Document, except, in each case, as expressly required pursuant to this Section 2.21.

(e) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Facility 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 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 the Administrative 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 the Administrative Agent (at the direction of the Required Lenders) 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 the Administrative Agent (at the direction of the Required Lenders) 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; provided however that, in each case, such modification is administratively feasible for the Administrative Agent.

Section 2.22 Illegality. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any

Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make, and any right of the Borrower to, continue Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted together with any additional amounts required pursuant to Section 2.24. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 2.23 Inability to Determine Rates. Subject to Section 2.21, if, on or prior to the first day of any Interest Period for any Loan: (i) the Administrative Agent (acting at the Direction of the Required Lenders) determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof, or (ii) the Required Lenders determine that for any reason in connection with any request for a Loan or a conversion thereto or a continuation thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent (upon the instruction of the Required Lenders) will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make Loans, and any right of the Borrower to continue Loans, shall be suspended (to the extent of the affected Loans or affected Interest Periods) until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Loans (to the extent of the affected Loans or affected Interest Periods). Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.24.

Section 2.24 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, setting forth in reasonable detail the basis for calculating such compensation, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan on the date or in the amount notified by the Borrower;

including any loss or expense (excluding loss of anticipated profits and all administrative processing or similar fees) arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding any such loss for which no reasonable means of calculation exist, as set forth in Section 2.23.

Section 2.25 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article II shall deliver a certificate to the Borrower contemporaneously with the demand for payment, setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 2.22, or 2.23, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; provided that if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Conditions to Closing Date and Initial Draw. The effectiveness of this Agreement and the obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with the terms hereof):

(a) The Administrative Agent shall have signed this Agreement, the Security Agreement, and the Pledge Agreement and shall have received from each other Person that is to be a party thereto on the Closing Date a counterpart signed by such Person of this Agreement, the Security Agreement and the Pledge Agreement. The Administrative Agent shall have received copies of UCC-1 financing statements with respect to each Loan Party, to be filed on the Closing Date in the appropriate filing offices.

(b) The Administrative Agent shall have received a favorable written opinion in form and substance satisfactory to the Administrative Agent (addressed to the Administrative Agent and the Lenders and dated the Closing Date) of (i) Akin Gump Strauss Hauer & Feld LLP, counsel for the Borrower and (ii) local counsel in each jurisdiction in which a Loan Party is organized and the laws of which are not covered by the opinion referred to in clause (i) above.

(c) The Administrative Agent shall have received, in respect of each Loan Party, a certificate of such Loan Party, dated the Closing Date and executed by a secretary, an assistant secretary or other Authorized Officer of such Loan Party, attaching and certifying (i) a copy of the articles or certificate of incorporation, formation or organization or other comparable organizational document of such Loan Party, which shall be certified by the appropriate Governmental Authority, (ii) a copy of the bylaws or operating, management, partnership or similar agreement of such Loan Party, as applicable, together with all amendments thereto as of the Closing Date, (iii) signature and incumbency certificates of the officers of, or other authorized persons acting on behalf of, such Loan Party executing each Facility Document, (iv) resolutions or written consent, as applicable, of the board of directors or similar governing body of such Loan Party approving and authorizing the execution, delivery and performance of this Agreement and the other Facility Documents to which it is a party, and (v) a good standing certificate (or equivalent) from the applicable Governmental Authority of such Loan Party's jurisdiction of organization, dated the Closing Date or a recent date prior thereto, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by an Authorized Officer of the Borrower, certifying that (i) the representations and warranties of the Loan Parties set forth in the Facility Documents are true and correct in all material respects (or, in the case of any such representation or warranty under the Facility Documents already qualified as to materiality, in all respects) on and as of the Closing Date (except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall only be certified to be so true and correct in all material respects on and as of such prior date) and (ii) on the Closing Date, no Default or Event of Default shall have occurred and be continuing.

(e) The Agents, the Lenders and the members of the Ad Hoc Group (or, as applicable, their counsel and other advisors) shall have received (i) payment of all fees and other amounts due and payable by the Borrower or any of its Subsidiaries on or prior to the Closing Date pursuant to this Agreement or any commitment letter or fee letter entered into in connection herewith, and (ii) to the extent invoiced at least one Business Day before the Closing Date, payment or reimbursement of all reasonable out-of-pocket expenses, including the fees and expenses of counsel to the Agent and the Lenders, required to be paid or reimbursed by the Borrower or any of its Subsidiaries in accordance with this Agreement or any other agreement entered in connection with or further to the Transactions.

(f) The Administrative Agent shall have received, at least two (2) Business Days prior to the Closing Date, (i) all documentation and other information required by regulatory authorities with respect to the Loan Parties under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, and (ii) to the extent any Loan Party qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to such Loan Party, in each case, that has been reasonably requested by any Lender in writing at least five (5) Business Days prior to the Closing Date.

(g) [SPV/securitization closing items]

(h) The Borrower shall have delivered to the Administrative Agent a solvency certificate in form and substance satisfactory to the Lenders and demonstrating that the Borrower is, together with its Subsidiaries, Solvent.

(i) The Borrower shall have delivered to the Administrative Agent the Historical Financial Statements.

(j) In order to evidence a continuing valid, perfected first priority security interest in the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, each Loan Party shall have delivered to the Collateral Agent:

(i) evidence satisfactory to the Collateral Agent of the compliance by each Loan Party of its obligations under the Security Agreement and the other Collateral Documents (including its obligations to execute and deliver UCC financing statements, intellectual property security agreements and originals of stock certificates in respect of Equity Interests (along with corresponding stock powers) and promissory notes in respect of pledged debt (along with allonges)); and

(ii) evidence that each Loan Party shall have taken or caused to be taken any other action, executed and delivered or caused to be executed and delivered any other agreement, document and instrument in a proper form for filing, if applicable, reasonably required by the Collateral Agent.

(k) Each condition precedent set forth in the Chapter 11 Plan shall have been satisfied.

(l) To the extent requested by the Ad Hoc Group, the Administrative Agent shall have received a customary, executed payoff letter and applicable intellectual property lien and uniform commercial code financing statement terminations with respect to the DIP Facility and Prepetition First Lien Facility in form reasonably satisfactory to it, and such facilities shall be terminated (and all Guarantees and Liens relating thereto released) substantially concurrently with the occurrence of the Closing Date.

The Administrative Agent shall notify the Loan Parties and the Lenders of the Closing Date, and such notice shall be conclusive and binding.

Section 3.02 Conditions to Making of Loans. The obligation of each Lender to make any Loan, on the Closing Date or thereafter, is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Each of the representations and warranties of the Loan Parties set forth in the Facility Documents are true and correct in all material respects (or, in the case of any such representation or warranty under the Facility Documents already qualified as to materiality, in all respects) on and as of the Closing Date (except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall only be certified to be so true and correct in all material respects on and as of such prior date).

(b) No event shall have occurred, or would result from the making of the Loans on the Closing Date or from the application of the proceeds therefrom, which constitutes a Default or an Event of Default.

(c) The Administrative Agent shall have received a Borrowing Request in accordance with the requirements hereof.

The borrowing of the Loans on the Closing Date shall be deemed to constitute a representation and warranty by the Loan Parties on the date thereof that the conditions set forth in paragraphs (a) and (b) of this Section 3.02 have been satisfied.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Loan Parties' Representations and Warranties. The Loan Parties represent and warrant as follows:

(a) Organization; Requisite Power and Authority; Qualification. Each of the Borrower and its Subsidiaries (i) is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization as identified on Schedule 4.01(a), (ii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Facility Documents to which it is a party and to carry out the Transactions contemplated thereby and (iii) is qualified to do business and in good standing in every jurisdiction where any material portion of its assets are located and wherever necessary to carry out its material business and operations, except in the case of subclause (iii), where the failure to be so qualified or so to be in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Equity Interests and Ownership. The Equity Interests of each of the Borrower and its Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth on Schedule 4.01(b), as of the Closing Date, there is no existing option, warrant, call, right, commitment or other agreement to which the Borrower or any of its Subsidiaries is a party requiring, and there is no membership interest or other Equity Interests of the Borrower or any of its Subsidiaries outstanding which upon conversion or exchange would require, the issuance by the Borrower or any of its Subsidiaries of any additional membership interests or other Equity Interests of the Borrower or any of its Subsidiaries or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase, a membership interest or other Equity Interests of the Borrower or any of its Subsidiaries. Schedule 4.01(b) correctly sets forth the ownership interest of the Borrower and each of its Subsidiaries in their respective Subsidiaries as of the Closing Date.

(c) Due Authorization. The execution, delivery and performance of the Facility Documents have been duly authorized by all necessary action on the part of each Loan Party that is a party thereto.

(d) No Conflict. The execution, delivery and performance by the Loan Parties of the Facility Documents to which they are parties and the consummation of the Transactions do

not and will not (i) violate (A) any provision of any Law or any governmental rule or regulation applicable to any such Loan Party, (B) any of the Organizational Documents of any Loan Party or (C) any order, judgment or decree of any court or other agency of government binding on such Loan Party; (ii) result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of such Loan Party; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of such Loan Party (other than any Liens created under any of the Facility Documents in favor of the Collateral Agent on behalf of the Secured Parties); or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of any Loan Party, except for such approvals or consents which have been obtained on or before the Closing Date and disclosed in writing to the Lenders.

(e) Governmental Consents. The execution, delivery and performance by each Loan Party of the Facility Documents to which it is a party and the consummation of the transactions contemplated by the Facility Documents do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to the Collateral Agent for filing and/or recordation, as of the Closing Date or such later date as is permitted under this Agreement or the other Facility Documents.

(f) Binding Obligation. Each Facility Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(g) Historical Financial Statements. The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the financial position, on a consolidated basis, of the Persons described in such financial statements as at the date thereof and the results of operations and cash flows, on a consolidated basis, of the entities described therein for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year-end adjustments.

(h) No Material Adverse Change. Since December 31, 2023, no event, circumstance or change has occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

(i) Adverse Proceedings, Etc. There are no Adverse Proceedings, individually or in the aggregate, that could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any of its Subsidiaries (i) is in violation of any applicable Laws (including Environmental Laws) that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or (ii) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(j) Payment of Taxes. All income and other material Tax returns and reports of the Borrower and its Subsidiaries required to be filed by any of them have been timely filed. All Taxes due and payable and all assessments, fees, Taxes and other governmental charges upon the Borrower and its Subsidiaries and upon their respective properties, assets, income, businesses and franchises which are due and payable have been paid when due and payable, except for Taxes (i) that are being actively contested by the Borrower or such Subsidiary in good faith and by appropriate proceedings and (ii) where such failure to pay is not adverse in any material respect to the Lenders; *provided*, in each case, that such reserves or other appropriate provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

(k) Properties. The Borrower and each of its Subsidiaries has (A) good, sufficient and legal title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in intellectual property) and (D) good title to (in the case of all other personal property), all of their respective properties and assets reflected in the Historical Financial Statements referred to in Section 4.01(g) and in the most recent financial statements delivered pursuant to Section 5.01, in each case except for assets disposed of since the date of such financial statements in the ordinary course of business. Except as permitted by this Agreement, all such properties and assets are free and clear of Liens.

(l) Environmental Matters. In each case, except to the extent not reasonably likely to result in a Material Adverse Effect, (i) the Borrower and each of its Subsidiaries is in compliance with all applicable Environmental Laws, and any past noncompliance has been fully resolved without any pending, on-going or future obligation or cost; (ii) the Borrower and each of its Subsidiaries has obtained and maintained in full force and effect all Governmental Authorizations required pursuant to Environmental Laws for the operation of their respective business; (iii) to the Borrower and each Subsidiary's knowledge, there are and have been no conditions, occurrences, violations of Environmental Law, or presence or Releases of Hazardous Material which could reasonably be expected to form the basis of an Environmental Claim against the Borrower or any of its Subsidiaries; (iv) there are no pending Environmental Claims against the Borrower or any of its Subsidiaries, and neither the Borrower nor any of its Subsidiaries has received any written notification of any alleged violation of, or liability pursuant to, Environmental Law or responsibility for the Release or threatened Release of, or exposure to, any Hazardous Materials; and (v) no Lien imposed pursuant to any Environmental Law has attached to any Collateral and, to the knowledge of any Loan Party, no conditions exist that would reasonably be expected to result in the imposition of such a Lien on any Collateral.

(m) No Defaults. Neither the Borrower nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

(n) Governmental Regulation. Neither the Borrower nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered

investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

(o) Margin Stock. Neither the Borrower nor any of its Subsidiaries owns any Margin Stock.

(p) Employee Benefit Plans. No ERISA Event has occurred or is reasonably expected to occur that would result in a Material Adverse Effect.

(q) Solvency. The Loan Parties, taken as a whole, are, and on any date on which this representation and warranty is made, shall be, Solvent.

(r) Compliance with Statutes, Etc. The Borrower and each of its Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and the ownership of its assets and property (including compliance with all applicable Environmental Laws), except such non-compliance that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(s) Disclosure. The representations and warranties of the Loan Parties contained in the Facility Documents and in the other documents, certificates or written statements furnished to the Lenders by or on behalf of the Borrower and its Subsidiaries for use in connection with the Transactions contemplated hereby, in each case, as modified or supplemented by other information so furnished, when taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact (known to the Borrower and its Subsidiaries, in the case of any document not furnished by them) necessary in order to make the statements contained therein not misleading in light of the circumstances under which the same were made; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time delivered, it being understood that any such projected financial information may vary from actual results and such variations could be material.

(t) PATRIOT Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the PATRIOT Act. No part of the proceeds of the Loans shall be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(u) Collateral. All Obligations are secured by the Collateral under the Collateral Documents and entitled to a senior secured position with respect to such Collateral thereunder in accordance with the terms thereof.

ARTICLE V

COVENANTS

So long as any Commitment is in effect and any Obligation (other than Additional Secured Obligations and contingent indemnification and expense reimbursement obligations not then due) hereunder remains unpaid:

Section 5.01 Financial Statements and Other Reports. In the case of the Borrower, the Borrower shall deliver to the Administrative Agent (which shall furnish to each Lender):[6]

(a) Quarterly Financial Statements. As soon as available, and in any event within 75 days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending [June 30], 2024), the condensed consolidated balance sheets of the Borrower and its Subsidiaries as at the end of such Fiscal Quarter and the related condensed consolidated statements of operations, income, changes in stockholders' equity and cash flows of the Borrower and its Subsidiaries for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, which condensed consolidated balance sheets and related consolidated statements of operations, income, changes in stockholders' equity and cash flows shall be accompanied by a Financial Officer Certification; provided that the delivery by the Borrower of quarterly reports on Form 10-Q shall satisfy the requirements of this Section 5.01(a) to the extent such quarterly reports include the information specified herein (it being understood that any such financials statements that are publicly accessible through the website of the Borrower or the website of the SEC will be deemed to be provided in accordance with this Section 5.01(a));

(b) Annual Financial Statements. As soon as available, and in any event within 135 days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2024), (i) the audited consolidated balance sheets of the Borrower and its Subsidiaries as at the end of such Fiscal Year and the related audited consolidated statements of operations, income, changes in stockholders' equity and cash flows of the Borrower and its Subsidiaries for such Fiscal Year, which consolidated balance sheets and related consolidated statements of operations, income, changes in stockholders' equity and cash flows shall be accompanied by a Financial Officer Certification; and (ii) with respect to such consolidated financial statements a report thereon of independent certified public accountants of recognized national standing selected by the Borrower, and reasonably satisfactory to the Administrative Agent (which report and/or the accompanying financial statements shall be unqualified (except to the extent (and only to the extent) that a "going concern" qualification or statement relates to the report and opinion accompanying the financial statements for the Fiscal Year ending immediately prior to the Scheduled Maturity Date and which qualification or statement is solely a consequence of such impending Scheduled Maturity Date under this Agreement), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with

[6] To conform to the reporting under the LLC Agreement.

GAAP applied on a basis consistent with prior years (except, with respect to GAAP being applied on a consistent basis, as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards); provided that the delivery by the Borrower of annual reports on Form 10-K shall satisfy the requirements of this Section 5.01(b) to the extent such annual reports include the information specified herein (it being understood that any such financials statements that are publicly accessible through the website of the Borrower or the website of the SEC will be deemed to be provided in accordance with this Section 5.01(b));

(c) Compliance Certificates. Together with each delivery of financial statements of the Borrower and its Subsidiaries pursuant to Section 5.01(a) and (b), a duly executed and completed Compliance Certificate;

(d) [Reserved]

(e) Public Reports. Promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials filed by the Borrower or any of its Subsidiaries with the SEC, or distributed to its stockholders generally, as applicable; *provided*, *however*, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (e) shall be deemed delivered for purposes of this Agreement when publicly accessible through the website of the Borrower or the website of the SEC;

(f) Notice of Default. Promptly upon any Authorized Officer of any Loan Party obtaining knowledge (A) of any condition or event that constitutes a Default or an Event of Default or that notice has been given to any Loan Party with respect thereto; (B) that any Person has given any notice to any Loan Party or any of its Subsidiaries or taken any other action with respect to any event or condition set forth in Section 6.01(d); or (C) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a certificate of an Authorized Officer specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Event of Default, Default, default, event or condition, and what action the Borrower (or such Subsidiary) has taken, is taking and proposes to take with respect thereto;

(g) Notice of Litigation. Promptly upon any responsible officer of any Loan Party obtaining actual knowledge of (A) any Adverse Proceeding not previously disclosed in writing by the Borrower to the Lenders or (B) any development in any Adverse Proceeding that, in the case of either clause (A) or (B), if adversely determined could be reasonably expected to have a Material Adverse Effect, or seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby, or the exercise of rights or performance of obligations under any Facility Document written notice thereof together with such other information as may be reasonably available to the Borrower to enable the Lenders and their counsel to evaluate such matters;

(h) ERISA. (A) With reasonable promptness, upon the occurrence of any ERISA Event which, either alone or together with the occurrence of another ERISA Event or other ERISA Events, is reasonably expected to have a Material Adverse Effect, a written notice specifying the nature thereof, what action such the Borrower, its Subsidiaries or any of their respective ERISA Affiliates has taken, is taking or proposes to take with respect thereto; and (B) upon request of the Administrative Agent, with reasonable promptness, copies of (1) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by the Borrower, or any of its respective ERISA Affiliates with the Department of Labor with respect to each Pension Plan; (2) all notices received by the Borrower or any of its respective ERISA Affiliates from a Multiemployer Plan sponsor concerning an ERISA Event; and

(i) Other Information. Promptly, from time to time, (i) such other information regarding the operations, business affairs and financial condition of the Borrower or any of its Subsidiaries, or compliance with the terms of any Facility Document as in each case the Administrative Agent (for itself or on behalf of any Lender) or any member of the Ad Hoc Group may reasonably request, (ii) information and documentation reasonably requested by any Agent (for itself or on behalf of any Lender) for purposes of compliance with applicable "know your customer" requirements under the USA PATRIOT Act or other applicable anti-money laundering laws and (iii) to the extent any Loan Party qualifies as a "legal entity customer" under the Beneficial Ownership Regulator, a Beneficial Ownership Certification (or update thereof) for such Loan Party upon request of the Administrative Agent (for itself or on behalf of any Lender).

Section 5.02 [Reserved].

Section 5.03 Information Regarding Collateral.

(a) [Reserved;]

(b) The Borrower shall furnish to the Collateral Agent prompt written notice of any change (1) in any Loan Party's corporate name, (2) in any Loan Party's identity or corporate structure, (3) in any Loan Party's jurisdiction of organization or (4) in any Loan Party's Federal Taxpayer Identification Number or state organizational identification number. Each Loan Party agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral as contemplated in the Collateral Documents; and

(c) Each Loan Party also agrees promptly to notify (or to have the Borrower notify on its behalf) the Collateral Agent if any material portion of the Collateral is damaged or destroyed.

Section 5.04 Certification of Public Information. The Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material Non-Public Information with respect to the Borrower, its Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to this Section 5.04 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant website or other information platform (the "Platform"), any document or notice

that the Borrower has indicated contains Non-Public Information shall not be posted on that portion of the Platform designated for such public-side Lenders. The Borrower agrees to clearly designate all Information provided to the Administrative Agent by or on behalf of the Borrower which is suitable to make available to public-side Lenders. If the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.04 contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive material Non-Public Information with respect to the Borrower, its Subsidiaries and their securities.

Section 5.05 Existence. Subject to Section 5.19, the Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective Organizational Documents (as the same may be amended from time to time) of the Borrower or any such Subsidiary and (ii) the material rights (charter and statutory), licenses and franchises of the Borrower and each of its Subsidiaries; *provided*, *however*, that the Borrower will not be required to preserve any such material right, license or franchise, or the corporate, partnership or other existence of a Subsidiary of the Borrower, if the preservation thereof is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Lenders.

Section 5.06 Payment of Taxes and Claims. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, pay all Taxes imposed upon it (including in its capacity as a withholding agent) or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by Law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; *provided* that no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (1) adequate reserves or other appropriate provisions as shall be required in conformity with GAAP shall have been made therefor or (2) with respect to which the failure to pay would not reasonably be expected to be material to the Loan Parties.

Section 5.07 Maintenance of Properties. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material property used or useful in the business of the Borrower and its Subsidiaries and from time to time shall make or cause to be made all appropriate repairs, renewals and replacements thereof, in each case except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 5.08 Insurance. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers of national standing, such public liability insurance, third party property damage insurance, business interruption insurance, casualty insurance with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Loan Parties and their

Subsidiaries and insurance against other risks, in each case as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as are customary for such Persons. Each such policy of insurance shall (1) name the Secured Parties as additional insureds thereunder as their interests may appear and (2) in the case of each property insurance policy, contain a customary lender loss payable and/or additional insured clause or endorsement, reasonably satisfactory in form and substance to the Collateral Agent.

Section 5.09 Books and Records; Inspections. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation to its business and activities. Each Loan Party shall, and shall cause each of its Subsidiaries to, up to two (2) times in any Fiscal Year or at any time during the continuation of an Event of Default, any authorized representatives designated by the Administrative Agent to visit and inspect any of the properties of any Loan Party and any of its respective Subsidiaries, to inspect, copy and take extracts from its and their financial and accounting records and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants, all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested (in each case subject to confidentiality restrictions and privileged materials).

Section 5.10 Compliance with Contractual Obligations and Laws. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, comply with the requirements of all Contractual Obligations and all applicable Laws, rules, regulations and orders of any Governmental Authority (including all Environmental Laws), noncompliance with which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.11 Environmental Compliance. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, use and operate all of its facilities in compliance with all Environmental Laws, keep all necessary Governmental Authorizations required pursuant to any Environmental Laws, and handle all Hazardous Materials in compliance with all Environmental Laws, in each case except where the failure to comply with the terms of this clause could not reasonably be expected to have a Material Adverse Effect.

Section 5.12 Subsidiaries. The Borrower shall promptly send to the Collateral Agent written notice setting forth with respect to any Person that becomes a Subsidiary of the Borrower after the Closing Date (i) the date on which such Person became a Subsidiary of the Borrower and (ii) all of the data required to be set forth in Schedules 4.01(a) and 4.01(b) with respect to all Subsidiaries of the Borrower; and such written notice shall be deemed to supplement Schedule 4.01(a) and 4.01(b) for all purposes hereof.

Section 5.13 Further Assurances. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, at any time or from time to time upon the request of the Administrative Agent, at the expense of the Loan Parties, promptly execute, acknowledge and deliver such further documents and do such other acts and things as the Administrative Agent or the Collateral Agent may reasonably request in order to effect fully the purposes of the Facility

Documents. In furtherance and not in limitation of the foregoing, each Loan Party shall take such actions as the Administrative Agent or the Collateral Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by the assets of the Loan Parties to the extent and in the manner contemplated by the Facility Documents. Upon the exercise by the Administrative Agent or the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement or the other Facility Documents which required any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will use commercially reasonable efforts to execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or the Collateral Agent may be reasonably required to obtain from the Borrower or any of its Subsidiaries for such consent, approval, recording, qualification or authorization. If perfecting any Lien on any Collateral that consists of rights that are licensed or leased from a third party requires the consent of such third party pursuant to the terms of an applicable license or lease agreement, and such terms are enforceable under applicable law, the Borrower or the Guarantors, as the case may be, will use all commercially reasonable efforts to obtain such consent with respect to the perfecting of such Lien.

Section 5.14 Mortgages. With respect to any fee interest in any real property that (a) is acquired by the Borrower or a Guarantor after the Closing Date that does not constitute an Excluded Asset set forth in clause (3) of the definition thereof or (b) whether owned by the Borrower or a Guarantor as of the Closing Date or subsequently acquired by the Borrower or a Guarantor, ceases to constitute an Excluded Asset set forth in clause (3) of the definition thereof (such real property referred to individually and collectively as the "Premises"), within 120 days of such acquisition or cessation (as applicable), the Borrower will or will cause the applicable Guarantor, as the case may be, to:

(1) deliver to the Collateral Agent, as mortgagee, for the benefit of the Secured Parties, fully executed Mortgages, duly executed by the Borrower or the applicable Guarantor, as the case may be, together with evidence of the completion (or satisfactory arrangements for the completion), or all recordings and filings of such Mortgage as may be necessary to create a valid, perfected Lien, subject to Permitted Liens and any Intercreditor Agreement, against the Premises purported to be covered thereby;

(2) deliver to the Collateral Agent, a mortgagee's title insurance policy in favor of the Collateral Agent in an amount equal to 100% of the Fair Market Value of the Premises purported to be covered by the related Mortgage, insuring that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens and any other exceptions disclosed in such policy, and such policy shall also include, to the extent available and issued at ordinary rates, customary endorsements and shall be accompanied by evidence of the payment in full (or satisfactory arrangements for the payment) of all premiums thereon;

(3) deliver to the Collateral Agent, the most recent survey of such Premises, together with either (i) an updated survey certification in favor of the Collateral Agent from the applicable surveyor stating that, based on a visual inspection of the

property and the knowledge of the surveyor, there has been no change in the facts depicted in the survey or (ii) an affidavit and/or indemnity from the Borrower or the applicable Guarantor, as the case may be, stating that to its knowledge there has been no change in the facts depicted in the survey, other than, in each case, changes that do not materially adversely affect the use by the Borrower or Guarantor, as applicable, of such Premises for the Borrower or such Guarantor's business as so conducted, or intended to be conducted, at such Premises and in each case, in form sufficient for the title insurer issuing the title policy to remove the standard survey exception from such policy and issue a survey endorsement to such policy; and

(4) deliver to the Collateral Agent an opinion of outside counsel reasonably acceptable to the Collateral Agent that such Mortgage has been duly authorized, executed and delivered by the Borrower or such Guarantor, constitutes a legal, valid, binding and enforceable obligation of the Borrower or such Guarantor and creates a valid perfected Lien in the Premises purported to be covered thereby.

Section 5.15 Post-Closing Obligations. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, complete all undertakings set forth on Schedule 5.15 attached hereto in the time periods specified therein (as each may be extended by the Administrative Agent in its reasonable discretion).

Section 5.16 Restricted Payments. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend on, or make any other payment or distribution in respect of, its Equity Interests (including any dividend or distribution payable in connection with any merger or consolidation involving the Borrower) or similar payment to the direct or indirect holders thereof in their capacity as such (other than any dividends or distributions payable solely in its Equity Interests (other than Disqualified Stock) and dividends or distributions payable to the Borrower or any of its Subsidiaries (and, if such Subsidiary has stockholders other than the Borrower or other Subsidiaries, to its other stockholders on no more than a pro rata basis));

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Borrower held by any Person or any Equity Interests of any Subsidiary of the Borrower held by any Affiliate of the Borrower (in each case other than held by the Borrower or a Subsidiary of the Borrower), including in connection with any merger or consolidation and including the exercise of any option to exchange any Equity Interests (other than into Equity Interests of the Borrower that are not Disqualified Stock);

(iii) make any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to the scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Indebtedness that is contractually subordinated in right of payment to any of the Obligations or any Guaranty thereof, any Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or any unsecured Indebtedness (other than the payment of interest and other than the purchase, repurchase or other acquisition of such Indebtedness purchased in anticipation

of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within ninety days of the date of such purchase, repurchase or other acquisition); provided that, for the avoidance of doubt, this clause (iii) shall not prohibit the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Qualified Receivables Facility by the applicable Receivables Entity or of the Backstop Notes by Loan SPV in accordance with the terms thereof; or

(iv) make any Restricted Investment.

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments").

(b) The foregoing provisions will not prohibit:

(i) the payment of any dividend or other distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or giving of the irrevocable redemption notice, so long as said date is after the Closing Date, if at said date of declaration or notice, such payment would have complied with the provisions of this Agreement;

(ii) any Restricted Payment made in exchange for, or with the net cash proceeds from, the substantially concurrent sale of Equity Interests of [(or contributions to the capital of)] the Borrower (other than any Disqualified Stock and other than Equity Interests issued or sold to a Subsidiary of the Borrower) or a substantially concurrent cash capital contribution received by the Borrower from its shareholders;

(iii) the defeasance, redemption, repurchase, retirement or other acquisition of Indebtedness of the Borrower or any Guarantor that is contractually subordinated in right of payment to any of the Obligations or to any Guaranty thereof, Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or unsecured Indebtedness in exchange for, or with the net cash proceeds from, an Incurrence of Permitted Refinancing Debt with respect to such Indebtedness;

(iv) the redemption, repurchase, retirement or other acquisition for value of any Equity Interests of the Borrower or any Subsidiary of the Borrower held by current or former employees, officers, directors or consultants of the Borrower (or any of its Subsidiaries), in each case solely upon such Person's death, disability, retirement or termination of employment or under the terms of any Employee Benefit Plan or other agreement under which such Equity Interests were issued; provided that the aggregate amount of such repurchases and other acquisitions (excluding amounts representing cancellation of Indebtedness) shall not exceed $2.5 million in any Fiscal Year;

(v) payments of dividends on Disqualified Stock issued pursuant to Section 5.18;

(vi) repurchases of Capital Stock deemed to occur upon exercise of stock options if such Capital Stock represents a portion of the exercise price of such options;

(vii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Borrower; provided, however, that any such cash payment shall not be for the purpose of evading the limitations of this Section 5.16;

(viii) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, payments of intercompany subordinated Indebtedness, the Incurrence of which was permitted under clause (v) of Section 5.18(b);

(ix) the repurchase, redemption or other acquisition or retirement for value of any Indebtedness of the Borrower or any Guarantor that is contractually subordinated in right of payment to any of the Obligations or to any Guaranty thereof, any Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or any unsecured Indebtedness upon the occurrence of an “asset sale” or “change of control”; provided that no such repurchase, redemption or other acquisition or retirement for value of any such Indebtedness shall be permitted prior to repayment in full of the Loans and all other Obligations that are accrued and payable in connection therewith; or

(x) other Restricted Payments in an aggregate amount outstanding not to exceed $25.0 million; or

(xi) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to the scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Indebtedness with respect to a Qualified Receivables Facility.

(c) The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the assets proposed to be transferred by the Borrower or such Subsidiary, as the case may be, pursuant to the Restricted Payment.

(d) [Reserved.]

(e) Notwithstanding anything to the contrary set forth in this Section 5.16, no Loan Party shall make any Restricted Payment to, or Investment in, any Subsidiary (other than another Loan Party) consisting of any intellectual property or any other assets (other than cash and Cash Equivalents) material to the operations of the Borrower and its Subsidiaries in the ordinary course of business.

Section 5.17 Dividend and Other Payment Restrictions Affecting Subsidiaries. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Subsidiary of the Borrower to:

(i) pay dividends or make any other distributions to the Borrower or any of its Subsidiaries with respect to its Capital Stock or any other interest or participation in, or measured by, its profits;

(ii) pay any Indebtedness owed to the Borrower or any of its Subsidiaries;

(iii) make any loans or advances to the Borrower or any of its Subsidiaries; or

(iv) sell, lease or transfer any of its properties or assets to the Borrower or any of its Subsidiaries.

(b) However, the foregoing restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(i) any agreements in effect or entered into on the Closing Date, including agreements governing Existing Indebtedness (including the Backstop Notes) as in effect on the Closing Date, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof (in each case, regardless of whether such replacement or refinancing is consummated at the same time or later than the termination or repayment of the Indebtedness being refinanced or replaced), in whole or in part; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the agreements governing such Indebtedness as in effect on the Closing Date;

(ii) [Reserved];

(iii) the Facility Documents;

(iv) applicable law and any applicable rule, regulation or order;

(v) customary non-assignment provisions in leases, licenses or other agreements entered into in the ordinary course of business;

(vi) purchase money obligations and Capital Lease Obligations that impose restrictions of the nature described in clause (iv) of Section 5.17(a) on the property so acquired;

(vii) any agreement for the sale or other disposition of all or substantially all of the Capital Stock or assets of a Subsidiary of the Borrower that restricts distributions by that Subsidiary pending its sale or other disposition thereof;

(viii) any agreement or other instrument of a Person acquired by the Borrower or any Subsidiary of the Borrower in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired;

(ix) Liens that limit the right of the Borrower or any of its Subsidiaries to dispose of the asset or assets subject to such Lien;

(x) customary provisions limiting the disposition or distribution of assets or property in partnership, joint venture, asset sale agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements;

(xi) Permitted Refinancing Debt, provided that the restrictions contained in the agreements governing such Permitted Refinancing Debt are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(xii) any such encumbrance or restriction with respect to any Foreign Subsidiary of the Borrower pursuant to an agreement governing Indebtedness incurred by such Foreign Subsidiary, (a) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially more restrictive to the Borrower and its Subsidiaries than the encumbrances and restrictions contained in the agreements described in clauses (i) and (ii) above (as determined in good faith by the Borrower), or (b) if such encumbrance or restriction is not materially more restrictive to the Borrower and its Subsidiaries than is customary in comparable financings (as determined in good faith by the Borrower) and either (x) the Borrower determines in good faith that such encumbrance or restriction will not materially affect the Borrower's ability to make the principal or interest payments on the Loans or (y) such encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness;

(xiii) any encumbrance or restriction existing under or by reason of contractual requirements of a Receivables Entity in connection with a Qualified Receivables Transaction; provided that such restrictions apply only to such Receivables Entity or any Subsidiary acting as servicer or sub-servicer for such Qualified Receivables Transaction; provided that any such encumbrance or restriction applicable to a Subsidiary acting as servicer or sub-servicer for such Qualified Receivables Transaction shall apply only to Servicer Accounts;

(xiv) restrictions on cash or other deposits or net worth imposed by landlords, suppliers and customers under contracts entered into in the ordinary course of business; and

(xv) any encumbrance or restriction applicable only to Loan SPV existing under or by reason of the Organizational Documents of Loan SPV or the Backstop Notes, in each case as in existence on the Closing Date.

Section 5.18 Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Debt) and the Borrower will not issue any Disqualified Stock and will not permit any of its Subsidiaries to issue any shares of Disqualified Stock or Preferred Stock.

(b) The foregoing provisions will not prohibit the Incurrence of any of the following items of Indebtedness:

(i) (1) Permitted Indebtedness in an aggregate amount, together with any Permitted Refinancing Debt in respect thereof, not to exceed $75 million at any time outstanding, and (2) Permitted Refinancing Debt in exchange for, or the net cash proceeds of which are used to extend, refinance, renew, replace, defease or refund (in each case, whether or not upon termination and whether with the original lenders, institutional investors or otherwise, including through the issuance of debt securities), in whole or in part, any Permitted Indebtedness;

(ii) the Incurrence by the Borrower and the Guarantors of Indebtedness represented by the Loans and the related Guarantees;

(iii) [reserved;]

(iv) the Incurrence by the Borrower or any of its Subsidiaries of Permitted Refinancing Debt in exchange for, or the net cash proceeds of which are used to extend, refinance, renew, replace, defease or refund (in each case, whether or not upon termination and whether with the original lenders, institutional investors or otherwise, including through the issuance of debt securities), in whole or in part, Indebtedness that was Incurred pursuant to clauses (ii), (iv) or (viii) of this Section 5.18(b);

(v) the Incurrence of intercompany Indebtedness of the Borrower, a Guarantor or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) for so long as such Indebtedness is not prohibited by Section 5.18; provided that (i) such Indebtedness shall be unsecured and if owing by the Borrower or any Guarantor, contractually subordinated in all respects to the Obligations and any Guaranty thereof, and (ii) if as of any date any Person other than the Borrower or a Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness (other than Permitted Liens of the type described in clause (1) or (15) or any permitted refinancing Lien in respect thereof), such date shall be deemed the incurrence of Indebtedness not permitted under this clause (v);

(vi) Guarantees by the Borrower or any Subsidiary of the Borrower of Indebtedness of the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) otherwise permitted hereunder so long as the Person giving such Guarantee could have Incurred the Indebtedness that is being Guaranteed; provided that if the Indebtedness being guaranteed (x) is subordinated to any of the Obligations or a Guaranty thereof, then the Guarantee must be subordinated to the same extent as the Indebtedness being guaranteed or (y) is owed by any Subsidiary of the Borrower that is not a Guarantor, such Guarantee shall be subordinated to the prior payment in full of the Obligations in the case of the Borrower or the Guarantees in the case of a Guarantor;

(vii) the Incurrence by the Borrower or any of its Subsidiaries of Hedging Obligations that are Incurred for the purpose of fixing or hedging (A) interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Agreement to be outstanding or (B) currency exchange risk in connection with existing financial obligations in the ordinary course of business and not for purposes of speculation;

(viii) the Incurrence on or prior to the Closing Date of Existing Indebtedness (other than Indebtedness described in clauses (i), (ii) or (v) of this Section 5.18(b)); provided that all Existing Indebtedness (other than Existing Indebtedness with a principal amount not in excess of $1 million individually or $2 million in the aggregate for all such Existing Indebtedness) shall be set forth on Schedule 5.18 attached hereto;

(ix) the Incurrence of obligations in respect of letters of credit, bank guarantees, performance, bid and surety bonds and completion guarantees provided by the Borrower or any of its Subsidiaries in the ordinary course of business;

(x) the Incurrence by the Borrower or any of its Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within four Business Days of its Incurrence;

(xi) Indebtedness in an aggregate principal amount not to exceed $25,000,000;

(xii) Indebtedness of the Borrower or any Subsidiary of the Borrower consisting of the financing of insurance premiums in the ordinary course of business;

(xiii) Indebtedness consisting of promissory notes or similar Indebtedness issued by the Borrower or any Subsidiary of the Borrower to current, future or former officers, directors and employees thereof, or to their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Borrower or a Subsidiary of the Borrower to the extent described in clause (iv) of Section 5.16(b);

(xiv) Indebtedness arising from agreements of the Borrower or any of its Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Borrower or such Subsidiary in connection with such disposition;

(xv) Indebtedness Incurred by a Canadian Direct Lending Subsidiary (the borrower in respect of such Indebtedness, the "Canadian Recourse Facility Borrower") (and any unsecured Guarantee thereof by the Borrower) with respect to one or more single-pay recourse facilities (and Permitted Refinancing Indebtedness in respect thereof) in an aggregate principal amount outstanding at any one time not in excess of $25.0 million (the "Canadian Recourse Facility");

(xvi) Indebtedness Incurred by a Receivables Entity (and Guarantees thereof by the Borrower or any Subsidiary that constitute Standard Securitization Undertakings) in a Qualified Receivables Transaction (i) under the Securitization Facilities, or (ii) having terms (including as to advance rates, minimum liquidity, restricted cash and pay-down provisions)

either substantially consistent with the terms of the Indebtedness described in subclause (i) or otherwise consistent with prevailing market terms as of the date of incurrence; and

(xvii) Indebtedness of Loan SPV consisting of Backstop Notes in an aggregate principal amount not to exceed $[16,789,500] and the Guarantee thereof by the Borrower; provided that such Guarantee shall be unsecured and contractually subordinated in right of payment to the payment in full of the Obligations of the Borrower.

(c) For purposes of determining compliance with this Section 5.18, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (i) through (xvii) of paragraph (b) above, the Borrower will, in its sole discretion, divide and classify such item of Indebtedness in any manner that complies with this Section 5.18 and will only be required to include the amount and type of such Indebtedness in one of such clauses, and may re-classify any such item of Indebtedness from time to time among such clauses, so long as such item meets the applicable criteria for such category. For the avoidance of doubt, Indebtedness may be classified as Incurred in part pursuant to one of the clauses (i) through (xvii) above, and in part under one or more other clauses. Indebtedness outstanding on the Closing Date under each of the Securitization Facilities shall be treated as Incurred pursuant to clause (xvi) of paragraph (b) above.

(d) For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

(e) The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

(f) Accrual of interest and dividends, accretion of accreted value, issuance of securities paid-in-kind, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock, the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, changes to amounts outstanding in respect of Hedging Obligations solely as a result of fluctuations in foreign currency exchange rates or interest rates or by reason of fees, indemnities and compensation payable thereunder shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 5.18.

(g) The Borrower will not incur, and will not permit any Guarantor to incur, any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Borrower or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the Obligations and the Guaranties thereof on substantially identical terms; provided, however, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness solely by virtue of being unsecured or by virtue of being secured on a junior Lien priority basis.

Accrual of interest, accretion of accreted value, accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an incurrence of Indebtedness for purposes of this Section 5.18.

Section 5.19 Mergers, Consolidations, Sales of Assets and Acquisitions. The Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, merge into, amalgamate with or consolidate with any other person, or permit any other person to merge into, amalgamate with or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all or substantially all of the assets of any other person or division or line of business of a person, except that this Section 5.19 shall not prohibit:

(a) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger, amalgamation or consolidation of any Subsidiary of the Borrower with or into the Borrower in a transaction in which the Borrower is the survivor, (ii) the merger, amalgamation or consolidation of any Subsidiary of the Borrower with or into any Loan Party (other than the Borrower) in a transaction in which the surviving or resulting entity is a Domestic Subsidiary and is or becomes a Loan Party and, in the case of each of clauses (i) and (ii), no person other than the Borrower or another Loan Party receives any consideration, (iii) the merger, amalgamation or consolidation of any Subsidiary of the Borrower (other than a Loan Party) with or into any other Subsidiary that is not a Loan Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary if (x) the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, (y) no Loan Party is liquidated or dissolved into a Subsidiary that is not a Loan Party and (z) no Domestic Subsidiary is liquidated or dissolved into a Foreign Subsidiary, (v) any Subsidiary of the Borrower may merge, amalgamate or consolidate with any other person in order to effect an Investment permitted pursuant to Section 5.16 so long as the continuing or surviving person shall be a Subsidiary, which shall be a Domestic Subsidiary and a Loan Party if the merging, amalgamating or consolidating Subsidiary was a Loan Party and which together with each of its Subsidiaries shall have complied with any applicable requirements of Section 7.09, (vi) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect a Disposition otherwise permitted pursuant to this Section 5.19, or (vii) any Permitted Acquisition and any purchase, lease or other acquisition (in one transaction or a series of related transactions) of all or substantially all of the assets of any other person or division or line of business of a person which, if structured as a merger or purchase of Equity Interests, would constitute a Permitted Acquisition;

(b) a Disposition of assets to the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that any Disposition by a Loan Party to a Subsidiary that is not a Loan Party in reliance on this clause (b) shall be for cash and for Fair Market Value;

(c) an issuance of Equity Interests by a Subsidiary of the Borrower to the Borrower or to a Wholly-Owned Subsidiary of the Borrower that is a Subsidiary;

(d) a Restricted Payment that is permitted by Section 5.16 or a Permitted Investment;

(e) the Incurrence of Permitted Liens and the Disposition of assets subject to such Liens by or on behalf of the Person holding such Liens;

(f) the Disposition of accounts in accordance with industry practice in connection with the compromise or collection thereof;

(g) any Disposition of cash or Cash Equivalents;

(h) the lease, assignment or sub-lease of any property in the ordinary course of business;

(i) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims in the ordinary course of business;

(j) sales of assets that have become worn out, obsolete or damaged or otherwise unsuitable for use in connection with the business of the Borrower or any of its Subsidiaries;

(k) the license of patents, trademarks, copyrights, software applications and know-how to Subsidiaries of the Borrower and to third Persons in the ordinary course of business;

(l) the Disposition of precious metals in the ordinary course of business;

(m) Dispositions of motor vehicles securing consumer loans made by the Borrower and its Subsidiaries in the ordinary course of business;

(n) sales of loans receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity in connection with a Qualified Receivables Transaction;

(o) transfers of loans receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" by a Receivables Entity in a Qualified Receivables Transaction;

(p) any Disposition of the Equity Interests of Katapult Holdings, Inc.;

(q) [reserved]; and

(r) other Dispositions of assets to persons other than the Borrower and its Subsidiaries; provided, that (i) the Net Proceeds thereof, if any, are applied in accordance with Section 2.14 to the extent required thereby, (ii) such Disposition is for at least Fair Market Value, and (iii) at least 75% of the consideration for such Disposition received by the Borrower and its Subsidiaries consists of cash or Cash Equivalents; provided that for purposes of this clause (iii), each of the following shall be deemed to be cash: (a) any liabilities (as shown on the Borrower's or such Subsidiary's most recent balance sheet) of the Borrower or any Subsidiary of the Borrower (other than contingent liabilities and liabilities that are by their terms subordinated to any of the Obligations or any Guaranty thereof) that are assumed by the transferee of any such assets and with respect to which the Borrower or such Subsidiary is unconditionally released from further liability, and (b) any notes or other obligations or other securities received by the Borrower or such Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash or Cash Equivalents within 45 days after receipt thereof (to the extent of the cash or Cash Equivalents received).

Notwithstanding anything to the contrary set forth in this Section 5.19, no Loan Party shall make any Disposition to any Subsidiary that is not a Loan Party consisting of any intellectual property or any other assets (other than cash and Cash Equivalents) material to the operations of the Borrower and its Subsidiaries in the ordinary course of business.

Section 5.20 Transactions with Affiliates. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, exchange, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of $1 million, unless:

(i) such Affiliate Transaction is on terms that are no less favorable to the Borrower or the relevant Subsidiary than those that would have been obtained in a comparable transaction at the time in an arm's-length transaction with a person who was not an Affiliate; and

(ii) if such Affiliate Transaction involves an amount in excess of $2 million, the terms of the Affiliate Transaction are set forth in writing and a majority of the non-employee directors of the Borrower disinterested with respect to such Affiliate Transaction has determined in good faith that the criteria set forth in clause (i) of this Section 5.20(a) are satisfied and has approved the relevant Affiliate Transaction as evidenced by a resolution of the Board of Directors of the Borrower set forth in an officer's certificate.

(b) The foregoing provisions will not apply to the following:

(i) any employment agreement or compensation plan or arrangement and other benefits (including retirement, health, stock option and other benefit plans) entered into

by the Borrower or any of its Subsidiaries in the ordinary course of business of the Borrower or such Subsidiary;

(ii) transactions exclusively between or among the Loan Parties; *provided* that such transactions are not otherwise prohibited by the Facility Documents;

(iii) any agreement existing on the Closing Date and, unless expressly disclosed in an Annual Report on Form 10-K, Quarterly Report on Form 10-Q or Current Report on Form 8-K, in each case of the Borrower and made publicly available on the website of the SEC prior to the Closing Date, set forth on Schedule 5.20(b)(iii) attached hereto, as in effect on the Closing Date, or as modified, amended or amended and restated by any modification, amendment or amendment and restatement (x) that, taken as a whole, is not more disadvantageous to the Lenders in any material respect than such agreement as it was in effect on the Closing Date or (y) made in compliance with the applicable provisions of clauses (i) and (ii) of Section 5.20(a);

(iv) reasonable compensation of, and indemnity arrangements in favor of, directors of the Borrower and its Subsidiaries;

(v) the issuance or sale of any Equity Interests (other than Disqualified Stock) of the Borrower and any contribution to the common equity of the Borrower;

(vi) transactions with Affiliates who are Lenders under and in accordance with the Facility Documents;

(vii) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of goods or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower and its Subsidiaries, in the reasonable determination of the Board of Directors of the Borrower;

(viii) sales or other transfers or dispositions of accounts receivable and other related assets customarily transferred in an asset securitization transaction involving accounts receivable to a Receivables Entity in a Qualified Receivables Transaction, and acquisitions of Permitted Investments in connection with, and any other customary transactions effected as a part of, a Qualified Receivables Transaction; and

(ix) Restricted Payments that are permitted by Section 5.16 and Permitted Investments.

Section 5.21 Liens. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, except Permitted Liens.

Section 5.22 [Reserved.]

Section 5.23 Business Activities. The Borrower shall not, and shall not permit any of its Subsidiaries to, engage in any business other than Similar Businesses.

Section 5.24 Stay, Extension and Usury Laws. Each of the Borrower and the Guarantors covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of the Facility Documents; and each of the Borrower and the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to any Agent or Lender, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 5.25 Loan SPV. The Borrower shall not permit Loan SPV (A) to Incur any Indebtedness other than Backstop Notes in aggregate initial principal amount not to exceed [$16,789,500], plus accrued interest and any interest that is paid in kind and capitalized in accordance with the terms of the Backstop Notes, (B) to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired by it, other than Liens to secure the obligations under the Backstop Notes, (C) to Dispose of any assets, business or property, other than the making of interest, premium and principal payments to the holders of the Backstop Notes in connection with the satisfaction of any of the Loan SPV's obligations under the Backstop Notes in accordance with their terms, (D) to make or hold any Investment other than the Loans and cash or Cash Equivalents, (E) to make any Restricted Payment, other than in the form of cash dividends to its parent to the extent consistent with its obligations in respect of the Backstop Notes, (F) to, directly or indirectly, merge into, amalgamate with or consolidate with any other Person, or permit any other Person to merge into, amalgamate with or consolidate with it, other than a merger or other consolidation with and into Borrower or any Subsidiary in connection with the satisfaction in full of the Backstop Notes, (G) to acquire any assets, business or property other than the Loans on the Closing Date and any cash or Cash Equivalents, (H) breach or violate any of its Organizational Documents or the Backstop Notes, or (I) engage in any business or activity other than (1) the making and ownership of, Loans in an aggregate, initial principal amount not to exceed [$16,789,500], (2) maintaining its corporate existence, (3) participating in tax, accounting and other administrative activities, (4) execution and delivery of the Backstop Notes and any other security and other documentation incidental there to which it is a party and the performance of its obligations thereunder, (5) receiving and holding cash and Cash Equivalents in deposit accounts and securities accounts, and (6) activities incidental to the businesses or activities described in clauses (1) through (5) of this Section 5.25(I). Notwithstanding anything to the contrary set forth in this Agreement or otherwise, neither the Borrower nor any of its Subsidiaries shall (i) repay, prepay, purchase, repurchase, redeem, defease or otherwise acquire or retire for value any Backstop Notes (except (A) payments by Loan SPV and (B) subject to the such guarantee being contractually subordinated in right of payment to the payment in full of the Obligations of the Borrower, payments under the guarantee of the Backstop Notes by the Borrower) or (ii) make any Investment in, or Dispose of any assets or properties to, Loan SPV (other than (i) holding Equity Interests of Loan SPV issued to the Borrower or its applicable Subsidiary prior to the Closing Date and (ii) making payments on the Loans held by Loan SPV in accordance with the terms of this Agreement and the other Facility Documents).

Section 5.26 [Reserved].

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Loan Party shall fail to pay (i) when due any of the outstanding principal of the Loans or (ii) within three (3) Business Days after the same become due and payable, accrued interest on the Loans or any fee or any other amount due hereunder; or

(b) any representation or warranty made by or on behalf of any Loan Party herein or in any other Facility Document, certificate, financial statement or other document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(c) (i) any Loan Party or any Subsidiary thereof shall fail to perform or observe any term, covenant or agreement contained in Sections 2.07, 5.01(a), (b), (c), (d), (f), (g) or (h), 5.03(c), 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.23, 5.24, 5.25, or 5.26 of this Agreement; (ii)[reserved]; or (iii) the Loan Parties or any of their Subsidiaries shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Facility Document, and such failure continues for 30 days; *provided,* that to the extent any Facility Document expressly provides for a shorter grace period, that shorter grace period will be given effect; or

(d) (i) any Loan Party or any Subsidiary thereof (other than any Receivables Entity) fails (1) to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder or any Qualified Receivables Facility) having an aggregate principal amount of more than $10,000,000, or (2) to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with or without the giving of notice or lapse of time, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided* that this clause (d)(i)(2) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness; (ii) there occurs any event of default under any Swap Agreement as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Agreement) or any Termination Event (as so defined) under such Swap Agreement as to which such Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap

Agreement termination value exceeds $1,000,000; provided that in the case of clauses (d)(i) and (ii), any such failure referred to in clause (d)(i) or any such event of default or Termination Event referred to in clause (d)(ii), as the case may be, is unremedied and is not validly waived by the holders of such Indebtedness, or the counterparties of such Swap Agreement, as the case may be, in accordance with the terms of the documents governing such Indebtedness or Swap Agreement, as the case may be, prior to any termination of the Commitments or acceleration of the Loans pursuant to this Section 6.01; or (iii) the occurrence of an "Event of Default" or other similar event or circumstance under the Securitization Facilities or any other Qualified Receivables Facility, in each case, after giving effect to any grace period therein, that either (A) results in the acceleration of all or any portion of such Indebtedness prior to its final stated maturity or (B) has not been remedied (by amendment, cure, waiver or otherwise) thereunder within thirty (30) days after the related lenders thereunder received notice of the occurrence of such "Event of Default" (or other similar event or circumstance); or

(e) any judgment or order for the payment of money in excess of $5,000,000 shall be rendered against any Loan Party or any Subsidiary thereof and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order which shall not have been stayed or dismissed within thirty (30) days after the commencement of such proceedings or (y) there shall be any period of forty-five (45) consecutive days during which such judgment remains unpaid and a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(f) (i) any proceeding shall be instituted by or against a Loan Party or any Subsidiary thereof seeking relief under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding-up, dissolution, reorganization, arrangement, compromise, adjustment, protection, relief, or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, sequestrator, conservator, examiner, liquidator, rehabilitator or other similar official for it or for any substantial part of its property and assets and, in the case of any such proceeding instituted against such Person, such proceeding shall remain undismissed or unstayed for a period of thirty (30) days; (ii) any Loan Party or any Subsidiary thereof shall consent to the institution of, fail to contest in a timely and appropriate manner, or file an answer admitting the material allegations in any proceeding or the filing of any petition described above; or (iii) any Loan Party or any Subsidiary thereof shall take any corporate or other action (as applicable), to authorize any of the actions set forth above in this Section 6.01(f);

(g) (i) any Loan Party shall deny its obligations under this Agreement or any other Facility Document (to which it is a party), (ii) any Law shall purport to render invalid, or preclude enforcement of, any material provision of this Agreement or any other Facility Document or impair performance of the obligations hereunder or under any other Facility Document of any Loan Party, or (ii) any material provision of any Facility Document, after delivery thereof in accordance with the terms hereof or of any other Facility Document, shall for any reason cease to be valid and binding upon, or enforceable against any Loan Party; or

(h) (i) any security interest created by any Collateral Document ceases to be in full force and effect (except as permitted by the terms of this Agreement or the Collateral Documents); *provided* that, such cessation, individually or in the aggregate, results in Collateral having a Fair Market Value in excess of $10,000,000 not being subject to a valid, perfected security interest or (ii) except as permitted by this Agreement, any Guarantee of the Obligations shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Guarantee of the Obligations;

(i) there shall occur one or more ERISA Events which ERISA Event or ERISA Events individually or in the aggregate, results in or would reasonably be expected to result in liability in excess of $10,000,000; or

(j) a Change of Control shall have occurred and be continuing;

then, (i) upon the occurrence of any Event of Default described in Section 6.01(f), automatically, and (ii) upon the occurrence of any other Event of Default, at the request of (or with the consent of) Required Lenders or the Administrative Agent, (A) the Commitments, if any, of each Lender having such Commitments shall immediately terminate; (B) each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by each Loan Party: (I) the unpaid principal amount of and accrued interest on the Loans and (II) all other Obligations; (C) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interests created pursuant to Collateral Documents; and (D) the Administrative Agent and the Collateral Agent may exercise on behalf of themselves, the Lenders and the other Secured Parties all rights and remedies available to the Administrative Agent, the Collateral Agent and the Lenders under the Facility Documents or under applicable Law or in equity. After the exercise of remedies provided for in Section 6.01 (or after the Obligations have automatically become immediately due and payable as set forth in the Section 6.01), any amounts received on account of the Obligations shall be applied (i) first, to any amounts owed to the Agent under the Facility Documents, (ii) ratably to the First Out Loans of, and other Obligations owing to, each First Out Lender (in their capacity as such) until such First Out Loans and other Obligations are repaid in full and, (iii) thereafter ratably to the Second Out Loans of, and other Obligations owing to, each Second Out Lender (in their capacity as such).

ARTICLE VII

GUARANTY

Section 7.01 The Guaranty. Each Guarantor, jointly and severally, hereby Guarantees to the Secured Parties and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations (such obligations being herein collectively called the "Guaranteed Obligations"); provided that the Guaranteed Obligations of a Guarantor shall exclude any Excluded Swap Obligations with respect to such Guarantor. Each Guarantor hereby agrees that if the Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, each Guarantor will promptly pay the same, without any demand or

notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02 Obligations Unconditional. The obligations of each Guarantor under Section 7.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrower under this Agreement or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other Guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable Law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 7.02 that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to such Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein shall be waived or any other Guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(d) any lien or security interest granted in favor of Collateral Agent for the benefit of the Secured Parties as security for any of the Guaranteed Obligations shall fail to be perfected.

Each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Secured Parties exhaust any right, power or remedy or proceed against the Borrower under this Agreement or any other agreement or instrument referred to herein, or against any other Person under any other Guarantee of, or security for, any of the Guaranteed Obligations, and each Guarantor agrees that any consent by the Administrative Agent or the Lenders hereunder shall be effective only in the specific instance and for the specific purpose for which it is given.

Section 7.03 Reinstatement. The obligations of each Guarantor under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or any Guarantor in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations,

whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify each Secured Party on demand for all reasonable costs and expenses (including without limitation reasonable and documented fees, charges and disbursements of counsel) incurred by each Secured Party in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar Law.

Section 7.04 Subordination and Subrogation. Unless and until the Guaranteed Obligations have been paid in full, all rights of each Guarantor against the Borrower with respect to the Guarantee in Section 7.01 shall be subordinated to such payment in full and each Guarantor agrees not to assert any right of subrogation and any right to enforce any remedy which any Secured Party now has or may hereafter have against the Borrower, any endorser or any other guarantor of all or any part of the Guaranteed Obligations until the Guaranteed Obligations are paid in full, and each Guarantor hereby subordinates any benefit of, and any right to participate in, any security or Collateral given to Collateral Agent on behalf of the Secured Parties to secure payment of the Guaranteed Obligations or any other liability of the Borrower to Lenders until the Guaranteed Obligations are paid in full.

Section 7.05 Remedies. Each Guarantor agrees that, as between such Guarantor and the Secured Parties, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article VI (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VI, without notice or other action on the part of any Secured Party and regardless of whether payment of such obligations has then been accelerated) for purposes of Section 7.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by such Guarantor for purposes of Section 7.01.

Section 7.06 Continuing Guarantee. The Guarantee in this Article VII is a continuing Guarantee, and shall remain in full force and effect until (i) the termination of all Commitments and final payment in full of the Guaranteed Obligations and all other amounts payable under any other Facility Document (in each case other than the Additional Secured Obligations and any contingent indemnification obligations or expense reimbursement claims not then due) or (ii) with respect to any Person, if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder (other than upon the basis of such Person ceasing to be a Subsidiary as a result of a transaction with the primary intention to release such Subsidiary from its Guarantee in this Article VII).

Section 7.07 General Limitation on Guaranteed Obligations. In any action or proceeding involving any state corporate Law, or any state or Federal bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision hereof to the contrary,

the amount of such liability shall, without any further action by such Guarantor or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.08 Contribution by Guarantors. All Guarantors desire to allocate among themselves (collectively, the "Contributing Guarantors"), in a fair and equitable manner, their obligations arising under this Guarantee. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a "Funding Guarantor") under this Guarantee such that its Aggregate Payments exceeds its Fair Share as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause each Contributing Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Contributing Guarantor to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Contributing Guarantors *multiplied by* (b) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under this Guarantee in respect of the obligations Guaranteed. "Fair Share Contribution Amount" means, with respect to a Contributing Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Contributing Guarantor under this Guarantee that would not render its obligations hereunder or thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the Code or any comparable applicable provisions of state law; provided that solely for purposes of calculating the Fair Share Contribution Amount with respect to any Contributing Guarantor for purposes of this Section 7.08, any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor. "Aggregate Payments" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (1) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of this Guarantee (including in respect of this Section 7.08), *minus* (2) the aggregate amount of all payments received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under this Section 7.08. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. The allocation among Contributing Guarantors of their obligations as set forth in this Section 7.08 shall not be construed in any way to limit the liability of any Contributing Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 7.08.

Section 7.09 Additional Guarantors. If (i) the Borrower or any of its Subsidiaries shall acquire or create, or there shall exist, another Domestic Subsidiary (other than a Receivables Entity or Loan SPV) after the Closing Date or (ii) any Foreign Subsidiary of the Borrower guarantees (or otherwise becomes liable for) Indebtedness of the Borrower or any Guarantor, then the Borrower will cause such Subsidiary to become a Guarantor hereunder and:

(a) execute a Counterpart Agreement substantially in the form of Exhibit E, in accordance with the terms of this Agreement, pursuant to which such Subsidiary shall

unconditionally Guarantee, on a senior secured basis, all of the Obligations on the terms set forth in this Agreement;

(b) execute and deliver to the Collateral Agent such amendments or supplements to the Collateral Documents necessary in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the Equity Interests of such Subsidiary, subject to Permitted Liens and any Intercreditor Agreement, which are owned by the Borrower or a Guarantor and are required to be pledged pursuant to the Collateral Documents;

(c) take such actions as are necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest in the assets of such Subsidiary, other than Excluded Assets and subject to Permitted Liens and any Intercreditor Agreements, including the filing of UCC financing statements, in each case as may be required by the Collateral Documents;

(d) take such further action and execute and deliver such other documents specified in the Collateral Documents or as otherwise may be reasonably requested by the Collateral Agent to give effect to the foregoing; and

(e) deliver to the Collateral Agent an Opinion of Counsel that (i) such Counterpart Agreement and any other documents required to be delivered have been duly authorized, executed and delivered by such Subsidiary and constitute legal, valid, binding and enforceable obligations of such Subsidiary and (ii) the Collateral Documents to which such Subsidiary is a party create a valid perfected Lien on the Collateral covered thereby.

By execution of this Agreement as a Guarantor, the Borrower covenants and agrees to perform its obligations under this Section 7.09.

Section 7.10 Keepwell. Each Loan Party that is a Qualified ECP Guarantor at the time the Guarantee or the grant of a Lien under the Facility Documents, in each case, by any Specified Loan Party becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Facility Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article VII voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Loan Party intends this Section 7.10 to constitute, and this Section 7.10 shall be deemed to constitute, a Guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Loan Party for all purposes of the Commodity Exchange Act.

ARTICLE VIII

AGENTS

Section 8.01 Authorization and Authority. Each Lender hereby irrevocably appoints, designates and authorizes Alter Domus (US) LLC as Administrative Agent and as Collateral Agent, in each case, to take such actions on its behalf under the provisions of this Agreement and under each other Facility Document and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of this Agreement or any other Facility Document, together with such actions and powers as are reasonably incidental thereto. In furtherance of the foregoing, each Lender (in its capacity as a Lender and on behalf of itself and its Affiliates as potential counterparties to Cash Management Obligations or Secured Hedging Obligations) hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor the Collateral Agent shall have any duties or responsibilities, except those expressly set forth herein or in the other Facility Documents, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Facility Document or otherwise exist against the Administrative Agent or the Collateral Agent. The provisions of this Article VIII are solely for the benefit of Agents and Lenders, and no Loan Party shall have rights as a third party beneficiary or otherwise of any of such provisions.

Section 8.02 Agent Individually. Each Lender understands that each Agent, acting in its individual capacity, and its Affiliates are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 8.02 as "Activities") and may engage in the Activities with or on behalf of the Borrower or its Affiliates. Furthermore, Agents and their respective Affiliates may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Borrower and its Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Borrower or its Affiliates).

Section 8.03 Duties of Agents; Exculpatory Provisions.

(a) An Agent's duties hereunder and under any other Facility Document are solely ministerial and administrative in nature and no Agent shall have any duties or obligations except those expressly set forth herein or therein. Without limiting the generality of the foregoing, an Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders, provided that an Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent or any of its Affiliates to liability or that is contrary to this Agreement or applicable Law.

(b) No Agent shall be liable (nor shall any Lender or Loan Party have any right of action whatsoever against any Agent) for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances) or (ii) in the absence of its own gross negligence or willful misconduct. No Agent shall be deemed to have knowledge of any Default or Event of Default or the event or events that give or may give rise to any Default or Event of Default unless and until a Loan Party or any Lender shall have given written notice to such Agent describing such Default or Event of Default and such event or events.

(c) No Agent nor any of its Affiliates shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Agreement or any other Facility Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Facility Document or any other agreement, instrument or document or the perfection or priority of any Lien or security interest created or purported to be created hereby or thereby or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to an Agent.

Section 8.04 Reliance by Agent. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent shall be fully justified in failing or refusing to take any action under any Facility Documents unless it shall first receive the advice or concurrence of the Required Lenders and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Facility Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties. Notwithstanding the foregoing, no Agent shall be required to take, or to omit to take, any action that is, in the opinion of such Agent or its counsel, contrary to any Facility Document or applicable requirement of law. For purposes of determining compliance with the conditions specified in Sections 3.01 and 3.02, each Lender that has signed this Agreement (or an addendum or joinder to this Agreement) shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or

approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date or the date on which a Loan has been requested to be made, as applicable, specifying its objection thereto.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to them. The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter. In no event shall the Agents be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Section 8.05 Delegation of Duties. An Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any other Facility Documents by or through any one or more sub-agents appointed by such Agent, and such Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties; *provided* that in each case that no such delegation to a sub-agent or a Related Party shall release such Agent from any of its obligations hereunder. Each such sub-agent and the Related Parties of such Agent and each such sub-agent shall be entitled to the benefits of all provisions of this Article VIII and Section 9.04 (as though such sub-agents were the "Agent" hereunder and under the other Facility Documents) as if set forth in full herein with respect thereto.

Section 8.06 Resignation of Agent. An Agent may at any time give notice of its resignation to the Lenders and the Borrower. The Required Lenders may remove an Agent by giving notice thereof to the Lenders, the Agents and the Borrower. Upon receipt of any such notice of resignation or delivery of such notice of removal, the Required Lenders shall have the right (in consultation with the Borrower) to appoint a successor Agent. If no such successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring or removed Agent gives notice of its resignation or the Required Lenders deliver notice of removal (such 30 day period, the "Lender Appointment Period"), then the retiring or removed Agent may on behalf of Lenders appoint a successor Agent meeting the qualifications set forth above. In addition and without any obligation on the part of the retiring or removed Agent to appoint, on behalf of Lenders, a successor Agent, the retiring or removed Agent may at any time upon or after the end of the Lender Appointment Period notify the Borrower and Lenders that no qualifying Person has accepted appointment as

successor Agent and the effective date of such retiring or removed Agent's resignation which effective date shall be no earlier than three (3) Business Days after the date of such notice. Upon the resignation effective date established in such notice and regardless of whether a successor Agent has been appointed and accepted such appointment, the retiring or removed Agent's resignation shall nonetheless become effective and (i) the retiring or removed Agent shall be discharged from its duties and obligations as Agent hereunder and under the other Facility Documents (except in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under the Facility Documents, the retiring or removed Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties as Agent of the retiring or removed Agent, and the retiring or removed Agent shall be discharged from all of its duties and obligations as Agent hereunder and/or under the other Facility Documents. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Agent's resignation hereunder and under the other Facility Documents, the provisions of this Article VIII and Section 9.04 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Agent was acting as Agent.

Section 8.07 Non-Reliance on Agent.

(a) Each Lender (including its Related Parties) acknowledges that each Agent has not made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent to such Lender as to any matter, including whether any Agent has disclosed material information in its possession. Each Lender (including its Related Parties) confirms to each Agent that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on any Agent or any of its Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making its portion of the Loans and (z) taking or not taking actions hereunder, (ii) is financially able to bear such risks and (iii) has, independently and without reliance upon any Agent or any of its Related Parties and based upon such documents and information as it has deemed appropriate, determined that entering into this Agreement and making its portion of the Loans is suitable and appropriate for it.

(b) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Facility Documents, (ii) it has, independently and without reliance upon any Agent or any of its Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information as it has deemed appropriate and (iii) it will, independently and

without reliance upon any Agent or any of its Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Facility Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and the other Facility Documents and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Loan and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any other information delivered by any Agent or by any of their respective Related Parties under or in connection with this Agreement, the other Facility Documents, the Transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement

Section 8.08 Collateral and Guarantee Matters.

(a) Each Lender hereby further authorizes each Agent, as applicable, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Guarantee hereunder, the Collateral Documents and the other Facility Documents. Without further written consent or authorization from Lenders, the Administrative Agent or Collateral Agent, as applicable, shall (and the Lenders hereby authorize and direct the Administrative Agent and Collateral Agent to), at the request and cost of the Borrower, execute any documents or instruments necessary to release (i) any Guarantor from its obligations under the Facility Documents in the circumstances for such release set forth in clauses (i) and (ii) of Section 7.06 and (ii) any Lien encumbering any item of Collateral that either (A) is the subject of a Disposition to a Person other than a Loan Party permitted under the Facility Documents, (B) is or becomes Excluded Assets or (C) is owned by a Person whose obligations under the Facility Documents are released pursuant to clause (i) of this Section 8.08(a); provided, that in each case the Administrative Agent or the Collateral Agent, as applicable, shall have received a certificate of an Authorized Officer of the Borrower containing such certifications as the Administrative Agent or the Collateral Agent, as applicable, shall reasonably request. Any such release shall be deemed subject to Section 7.03 and any similar provision of any Collateral Document. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Collateral Agent (and their respective representatives) in connection with taking such actions to release security interests in Collateral and obligations under the Facility Documents as contemplated by this Section 8.08(a). Additional Secured Obligations shall be secured and guaranteed pursuant to the Collateral Documents only to the extent that, and for so long as, the other Obligations are so

secured and guaranteed. No person shall have any voting rights under any Facility Document solely as a result of the existence of Additional Secured Obligations owed to it. For the avoidance of doubt, no release of Collateral or Guarantors effected in the manner permitted by this Agreement shall require the consent of any holder of Additional Secured Obligations (in such capacity).

(b) The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Administrative Agent and the Collateral Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any Intercreditor Agreement in order to permit the granting of Liens that are, and that have priority, expressly permitted by the terms of this Agreement. The foregoing provisions are intended as an inducement to any provider of any Indebtedness not prohibited by Section 5.18 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions.

(c) Anything contained in any Facility Document to the contrary notwithstanding, the Borrower, Administrative Agent, Collateral Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee hereunder, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by Administrative Agent, on behalf of a Secured Party in accordance with the terms hereof and all powers, rights and remedies under the Collateral Documents may be exercised solely by Collateral Agent and (ii) in the event of a foreclosure by Collateral Agent on any of the Collateral pursuant to a public or private sale, Collateral Agent or any Secured Party may be the purchaser of any or all of such Collateral at any such sale and Collateral Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale.

Section 8.09 Right to Indemnity. Each Lender, in proportion to its Pro Rata Share, severally agrees to indemnify each Agent upon demand to the extent that such Agent shall not have been reimbursed by any Loan Party (and without limiting its obligation to do so), for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such Agent in exercising its powers, rights and remedies or performing its duties hereunder or under the other Facility Documents or otherwise in its capacity as such Agent in any way relating to or arising out of this Agreement or the other Facility Documents; *provided* that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is

furnished; provided that in no event shall this sentence require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's Pro Rata Share thereof; *provided*, *further*, that this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence.

Section 8.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under the Bankruptcy Code or other applicable Law or any other judicial proceeding relative to the Borrower, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the other Secured Parties (including fees, disbursements and other expenses of counsel) allowed in such judicial proceeding and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same. Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and other Secured Party to make such payments to the Administrative Agent. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or other Secured Party any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or other Secured Party to authorize the Administrative Agent to vote in respect of the claim of such Person or in any such proceeding.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Facility Document, and no consent to any departure by the Borrower or Guarantor therefrom, shall be effective unless in writing signed by the Required Lenders (*provided* that any Defaulting Lender shall be deemed not to be a "Lender" for purposes of calculating the Required Lenders (including the granting of any consents or waivers) with respect to any of the Facility Documents) and the Borrower and the applicable Loan Parties, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided* that no amendment, waiver or consent shall, unless in writing and signed by each Lender that would be directly and adversely affected thereby, the Administrative Agent and/or the Collateral Agent, as the case may be, do any of the following: (a) reduce or forgive the principal of, or interest (or the rate of interest) on, or reduce the amount of interest payable in cash in respect of, any Loan or any other amounts payable hereunder, (b) postpone any date fixed for any payment of principal of, or interest on, any Loan or any other amounts payable hereunder or waive any demand for any such payment, (c) increase any Commitment of any Lender over the amount thereof then in effect or extend the outside date for such Commitment, (d) release all or substantially all of the value of the Guarantees hereunder or

release all or substantially all of the Collateral, (e) amend the definition of "Required Lenders," or this Section 9.01 or otherwise change the percentage of the Commitments or the aggregate unpaid principal amount of the Loans or the number of Lenders that shall be required for Lenders or any of them to take any action hereunder, (f) amend the definition of "Pro Rata Share" or otherwise alter the pro rata sharing of payments required hereby, or (g) except as set forth in the following proviso, subordinate the Obligations or any Guarantees thereof to any other Indebtedness (including other Obligations) or subordinate the Secured Parties' Liens on the Collateral; *provided*, that only the consent of the Required Lenders shall be required to subordinate the Obligations or the Liens securing the Obligations (i) to Indebtedness for borrowed money the proceeds of which are not used to replace or refinance any of the Obligations or (ii) to "debtor-in-possession" or similar financing incurred in a bankruptcy or other insolvency proceeding.

In addition, (i) no amendment, waiver or consent shall, unless in writing and signed by the relevant Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or any other Facility Document, and (ii) no amendment, waiver or consent shall, unless in writing and signed by Lenders holding a majority of the Exposure arising from the First Out Loans and First Out Commitments, or a majority of the Exposure arising from the Second Out Loans and Second Out Commitments, as applicable, disproportionately and adversely affect the First Out Lenders relative to the Second Out Lenders, or the Second Out Lenders relative to the First Out Lenders, as applicable.

In addition, notwithstanding anything else to the contrary contained in this Section 9.01, (a) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Facility Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and (b) the Administrative Agent and the Borrower shall be permitted to amend any provision of any Collateral Document to better implement the intentions of this Agreement and the other Facility Documents, and in each case, such amendments shall become effective without any further action or consent of any other party to any Facility Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Section 9.02 Notices, Etc.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail, to the Borrower and each Agent at the addresses (or electronic mailing address) set forth below. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in such paragraph (b).

If to the Borrower:

CURO Group Holdings Corp.
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Legal Department
Electronic Mailing Address: BeccaFox@curo.com; legaldept@curo.com

With a copy (which shall not constitute notice) to:

If to the Administrative Agent or Collateral Agent:

Alter Domus (US) LLC
225 W. Washington, 9th Fl
Chicago, IL 60606
Email: Legal_agency@alterdomus.com; ADPC@alterdomus.com; Emily.ergangpappas@alterdomus.com
Attention: Nick Keelen

With a copy (which shall not constitute notice) to:

Notices and other communications to any Agent and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by such Agent and the Lenders; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Each Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that, except as otherwise expressly set forth herein, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefore.

(b) Change of Address, Etc. Any party hereto may change its address or electronic mailing address for notices and other communications hereunder by notice to the other parties hereto.

Section 9.03 No Waiver; Remedies. No failure on the part of any Agent or Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder, or under any other Facility Document shall operate as a waiver thereof nor shall the single or partial exercise, of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Lender or Agent to any other or further action in any circumstances without notice or demand.

Section 9.04 Costs, Expenses and Indemnification.

(a) Costs and Expenses. The Borrower agrees to pay and reimburse all reasonable and documented out-of-pocket costs and expenses, if any (including, but not limited to, counsel fees and expenses, consultant fees and due diligence expenses), incurred by (i) each Agent and each of their respective Affiliates and (ii) the Ad Hoc Group (including the fees and expenses of Wachtell, Lipton, Rosen & Katz, counsel to the Ad Hoc Group, and Houlihan Lokey, financial advisor to the Ad Hoc Group) in connection with the preparation, negotiation, execution, delivery, administration, modification and supplementation of this Agreement, the Collateral Documents, the other Facility Documents and Collateral. The Borrower further agrees to pay all reasonable and documented out-of-pocket costs and expenses, if any (including, but not limited to, counsel fees and expenses), incurred by each Agent and Lender and each of their respective Affiliates in connection the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement, the Collateral Documents, the other Facility Documents and the other documents to be delivered hereunder or in respect of the transactions contemplated hereby, including, but not limited to, counsel fees and expenses in connection with the enforcement of rights under this Section 9.04(a) and under any other Facility Document, but limited, in the case of the Lenders to a single primary counsel (and applicable local counsel) for all of them collectively.

(b) Indemnification by the Borrower. The Borrower shall indemnify each Agent and Lender (including the members of the Ad Hoc Group) and each of their respective Related Parties (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, obligations, penalties, actions, judgments, charges, liabilities and related expenses (including the reasonable and documented fees, charges and disbursements of counsel, which in the absence of any conflicts, may be limited to one counsel and one local counsel in any applicable jurisdiction and additional counsel as necessary due to actual conflicts of interest among such Indemnitees) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any Related Party of the Borrower arising out of, in connection with, or as a result of (i) this Agreement, any other Facility Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions contemplated hereby or thereby, (ii) the Loans or the use or proposed use of the proceeds therefrom, any claims, investigations, non-compliance, sanction or other actions with respect to such Loan, including any actions by the SEC or any Governmental Authority, (iii) any actual or prospective claim, litigation,

investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Related Party of the Borrower, and regardless of whether any Indemnitee is a party thereto, *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, or (B) arise from disputes between or among Indemnitees that do not involve an act or omission by the Loan Parties or their Subsidiaries, other than any proceeding against the Administrative Agent, or Collateral.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefore is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, or as a result of, this Agreement, any other Facility Document or any agreement or instrument contemplated hereby, the Transactions contemplated hereby or thereby, the Loans or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Facility Documents or the Transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section 9.04 shall be due and payable within ten (10) days of demand by any Lender or Agent, as applicable, unless provided otherwise above.

Section 9.05 Successors and Assigns; Participations.

(a) Generally. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Lenders. Except as permitted by Section 5.19, no Loan Party's rights or obligations hereunder nor any interest therein may be assigned or delegated by any Loan Party without the prior written consent of all Lenders (and any purported assignment or delegation without such consent shall be null and void).

(b) Register. The Borrower, the Administrative Agent and Lenders shall deem and treat the Persons listed as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof, and no assignment or transfer of any such Commitment or Loan shall be effective, in each case, unless and until recorded in the Register following receipt of a fully executed Assignment Agreement effecting the assignment or transfer thereof, together with the required forms and certificates regarding tax matters and any fees payable in connection with such assignment, in each case, as provided in Section 9.05(d). Each assignment shall be recorded in the Register promptly following receipt by the Administrative Agent of the fully executed Assignment Agreement and all other necessary documents and approvals, prompt notice thereof shall be provided to the Borrower and a copy of such Assignment Agreement shall be maintained, as applicable. The date of such

recordation of a transfer shall be referred to herein as the "Assignment Effective Date". Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is listed in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans.

(c) Right to Assign. Each Lender shall have the right at any time to sell, assign or transfer all or a portion of its rights and obligations under this Agreement, including all or a portion of its Commitment or Loans owing to it or other Obligations (*provided*, that pro rata assignments shall not be required and each assignment shall be of a uniform, and not varying, percentage of all rights and obligations under and in respect of any applicable Loan and any related Commitments):

(i) to any Person meeting the criteria of clause (i) of the definition of the term "Eligible Assignee" upon the giving of notice to the Borrower and the Administrative Agent; and

(ii) to any Person meeting the criteria of clause (ii) of the definition of the term "Eligible Assignee" upon such Person being consented to by each of the Borrower (*provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) days after having received notice thereof) and the Administrative Agent (such consents not to be (x) unreasonably withheld or delayed or (y) in the case of the Borrower, required at any time an Event of Default has occurred and is continuing); *provided*, *further* that each such assignment pursuant to this Section 9.05(c)(ii) shall be in an aggregate amount of not less than $1,000,000 (or such lesser amount as may be agreed to by the Borrower and the Administrative Agent or as shall constitute the aggregate amount of the Commitments and Loans of the assigning Lender).

(d) Mechanics. Assignments and assumptions of Loans and Commitments by Lenders shall be effected by manual execution and delivery to the Administrative Agent of an Assignment Agreement. Assignments made pursuant to the foregoing provision shall be effective as of the Assignment Effective Date. In connection with all assignments there shall be delivered to the Administrative Agent such forms, certificates or other evidence, if any, with respect to United States federal income Tax withholding matters as the assignee under such Assignment Agreement may be required to deliver pursuant to Section 2.19(c), together with payment to the Administrative Agent of a registration and processing fee of $3,500 (except that no such registration and processing fee shall be payable in the case of an Eligible Assignee which is already a Lender or is an Affiliate of a Lender or a Person under common management with a Lender). Furthermore, in connection with all assignments (except in the case of an Eligible Assignee which is already a Lender) there shall be delivered to the Administrative Agent a completed Administrative Questionnaire in the form of Exhibit H.

(e) Representations and Warranties of Assignee. Each Lender, upon execution and delivery hereof or upon succeeding to an interest in the Commitments and Loans, as the case may be, represents and warrants as of the Closing Date or as of the Assignment Effective Date that (i) it is an Eligible Assignee; (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Commitments or Loans, as the case may be; and (iii) it shall make or invest in, as the case may be, its Commitments or

Loans for its own account in the ordinary course and without a view to distribution of such Commitments or Loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws (it being understood that, subject to the provisions of this Section 9.05, the disposition of such Commitments or Loans or any interests therein shall at all times remain within its exclusive control).

(f) Effect of Assignment. Subject to the terms and conditions of this Section 9.05, as of the "Assignment Effective Date" (i) the assignee thereunder shall have the rights and obligations of a "Lender" hereunder to the extent of its interest in the Loans and Commitments as reflected in the Register and shall thereafter be a party hereto and a "Lender" for all purposes hereof; (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned to the assignee, relinquish its rights (other than any rights which survive the termination hereof, including under Section 9.09) and be released from its obligations hereunder (and, in the case of an assignment covering all or the remaining portion of an assigning Lender's rights and obligations hereunder, such Lender shall cease to be a party hereto on the Assignment Effective Date; *provided*, that anything contained in any of the Facility Documents to the contrary notwithstanding, such assigning Lender shall continue to be entitled to the benefit of all indemnities hereunder as specified herein with respect to matters arising out of the prior involvement of such assigning Lender as a Lender hereunder); (iii) the Commitments shall be modified to reflect any Commitment of such assignee and any Commitment of such assigning Lender, if any; and (iv) if any such assignment occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender its applicable Notes to the Administrative Agent for cancellation, and thereupon the Borrower shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply the requirements of this Section 9.05 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.05(g). Any assignment by a Lender pursuant to this Section 9.05 shall not in any way constitute or be deemed to constitute a novation, discharge, rescission, extinguishment or substitution of the Indebtedness hereunder, and any Indebtedness so assigned shall continue to be the same obligation and not a new obligation.

(g) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Eligible Assignee (in such capacity a "Participant") in all or any part of its Commitments, Loans or in any other Obligation.

(ii) The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder except with respect to any amendment, modification or waiver that both (A) requires the consent each Lender that would be directly and adversely affected thereby pursuant to Section 9.01 and (B) directly and adversely affects such Participant.

(iii) The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18 and 2.19 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 9.05; *provided* that (x) a Participant shall not be entitled to receive any greater payment under Sections 2.18 and 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (A) and to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation or (B) the sale of the participation to such Participant is made with the Borrower's prior written consent and (y) a Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.19 unless such Participant agrees to comply with Section 2.19 as though it were a Lender; *provided*, *further*, that, except as specifically set forth in clauses (x) and (y) of this sentence, nothing herein shall require any notice to the Borrower or any other Person in connection with the sale of any participation. To the extent permitted by law, each Participant shall also be entitled to the benefits of Section 9.12 as though it were a Lender; *provided*, that such Participant agrees to be subject to Section 2.16 as though it were a Lender.

(iv) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Facility Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a Participant's interest in any Commitments, Loans, or its other Obligations under any Facility Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(h) Certain Other Assignments and Participations. In addition to any other assignment or participation permitted pursuant to this Section 9.05 any Lender may assign and/or pledge (without the consent of the Borrower or the Administrative Agent) all or any portion of its Loans, the other Obligations owed by or to such Lender, and its Notes, if any, to secure obligations of such Lender including to any Federal Reserve Bank or other central bank as collateral security pursuant to Regulation A of the Board and any operating circular issued by such Federal Reserve Bank or other central bank; *provided*, that no Lender, as between the Borrower and such Lender, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge; *provided, further*, that in no event shall the applicable Federal Reserve Bank or other central bank, pledgee or trustee, be considered to be a "Lender" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

Section 9.06 Governing Law; Submission to Jurisdiction.

(a) Governing Law. This Agreement and each other Facility Document shall be governed by, and construed in accordance with, the Law of the State of New York.

(b) Submission to Jurisdiction. Each Loan Party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any New York court of competent jurisdiction sitting in the County of New York (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this Agreement or any other Facility Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York court or, to the fullest extent permitted by applicable Law, in such Federal court. Each of the parties hereto agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Facility Document shall affect any right that a Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Facility Document against the Borrower or the properties of either such party in the courts of any jurisdiction.

(c) Waiver of Venue. Each Loan Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Facility Document in any court referred to in Section 9.06(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FACILITY

DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.06(e).

Section 9.07 Severability. In case any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9.08 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Article III, this Agreement shall become effective when it shall have been executed by Lenders and when Lenders shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any assignment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

Section 9.09 Survival. Sections 2.18, 2.19, Article 8, 9.04 and 9.12 shall survive the repayment of the Loans and the termination of the Commitments evidenced hereby. In addition, each representation and warranty made, or deemed to be made herein or pursuant hereto shall survive the making of such representation and warranty, and Lenders shall not be deemed to have waived, by reason of making the Loans, any Default or Event of Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that any Lender may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such extension of credit was made.

Section 9.10 Confidentiality. Each Agent and Lender agrees to maintain the confidentiality of the Confidential Information, except that Confidential Information may be disclosed (a) to each of their respective Affiliates and to their and their respective Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives who need to know such Confidential Information in relation to the transactions contemplated by this Agreement, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Facility Document or any action or proceeding relating to this Agreement or any other Facility Document or the

enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.10, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Borrower or (h) to the extent such Confidential Information (x) becomes publicly available other than as a result of a breach of this Section 9.10 or (y) becomes available to any Lender or Agent or any of its Affiliates on a non-confidential basis from a source other than the Borrower.

Section 9.11 No Fiduciary Relationship. The Borrower acknowledges that each Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the "Lenders") have no fiduciary relationship with, or fiduciary duty to, the Borrower arising out of or in connection with this Agreement, and the relationship between Lenders and the Borrower is solely that of creditor and debtor. This Agreement does not create a joint venture between the parties. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Facility Document), the Borrower acknowledges and agrees that: (a) the extension of credit and other services regarding this Agreement provided by Lenders are arm's-length commercial transactions between the Borrower, on the one hand, and Lenders, on the other hand, and that the Lenders are not acting in an advisory or agency capacity to any Loan Party, (b) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Loans and the use of such Loan.

Section 9.12 Right of Set-off. Upon the occurrence of an Event of Default, Lenders and their respective Affiliates (each, a "Set-off Party") are hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Borrower or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency but other than escrow, payroll, payroll tax and other trust fund tax accounts) and any other Indebtedness at any time held or owing by a Set-off Party (including, but not limited to, by any of their branches and agencies wherever located) to or for the credit or the account of the Borrower or any other Loan Party against and on account of the obligations and liabilities of the Borrower or any other Loan Party to the Set-off Party under this Agreement or under any of the other Facility Documents, including, but not limited to, all claims of any nature or description arising out of or connected with this Agreement or any other Facility Document, irrespective of whether or not the relevant Set-off Party shall have made any demand hereunder and although said obligations, liabilities or claims, or any of them, shall be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness. The rights of each Set-off Party under this Section 9.12 are in addition to other rights and remedies (including other rights of set-off) that Lenders or their respective Affiliates may have. Each Lender agrees to notify the Borrower and Administrative Agent promptly after any such set-off and application; *provided* that the failure to give such notice shall not affect the validity of such set-off and application.

Section 9.13 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to an Agent or a Lender, or a Lender or an Agent exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any debtor relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred.

Section 9.14 Obligations Several. The obligations of Lenders hereunder are several and no Lender shall be responsible for the obligations or Commitment of any other Lender hereunder. Nothing contained herein or in any other Facility Document, and no action taken by Lenders pursuant hereto or thereto, shall be deemed to constitute Lenders as a partnership, an association, a joint venture or any other kind of entity.

Section 9.15 PATRIOT Act. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that shall allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the PATRIOT Act. Each Loan Party shall, promptly following any request by the Administrative Agent, the Collateral Agent or any lender, provide all documentation and other information that the Administrative Agent or such lender requests in order to comply with its ongoing obligations under the applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and Beneficial Ownership Regulation.

Section 9.16 Headings Descriptive. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 9.17 Entire Agreement. This Agreement and the other Facility Documents constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, between the parties hereto relating to the subject matter hereof.

Section 9.18 [Reserved].

Section 9.19 Borrower Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) the Facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Facility Document) are an arm's-length commercial

transaction between the Borrower and the other Loan Parties, on the one hand, and the Administrative Agent, the Lenders and the other Agents on the other hand, and the Borrower and the other Loan Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Facility Documents (including any amendment, waiver or other modification hereof or thereof);

(i) in connection with the process leading to such transaction, each of the Administrative Agent and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for the Borrower, any other Loan Parties or any of their respective Affiliates, equity holders, creditors or employees, or any other Person;

(ii) neither the Administrative Agent or other Agent has any obligation to the Borrower, the other Loan Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Facility Documents;

(iii) the Administrative Agent, each other Agent and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and

(iv) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Facility Document) and the Borrower has consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate. The Borrower hereby agrees that they will not claim that any Agent owes a fiduciary or similar duty to the Loan Parties in connection with the transactions contemplated hereby and waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent or any other Agent with respect to any breach or alleged breach of agency or fiduciary duty; and

(c) no joint venture is created hereby or by the other Facility Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower, on the one hand, and any Lender, on the other hand.

Section 9.20 Lender Acknowledgements. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding, each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(a) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(b) the transaction exemption set forth in one or more PTEs, such as PTE 84¬14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96- 23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(c) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(d) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (a) sub-clause (i) in the immediately preceding clause (d)(1) is true with respect to a Lender or (b) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (d)(1), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Facility Document or any documents related hereto or thereto).

Section 9.21 Acknowledgement and Consent to Bail-In of Affected Financing Institutions. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding among any of the parties to any Facility Document, each party hereto any Facility Document, to the extent such liability is unsecured, may be subject

to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender hereto that is an Affected Financial Institution; and

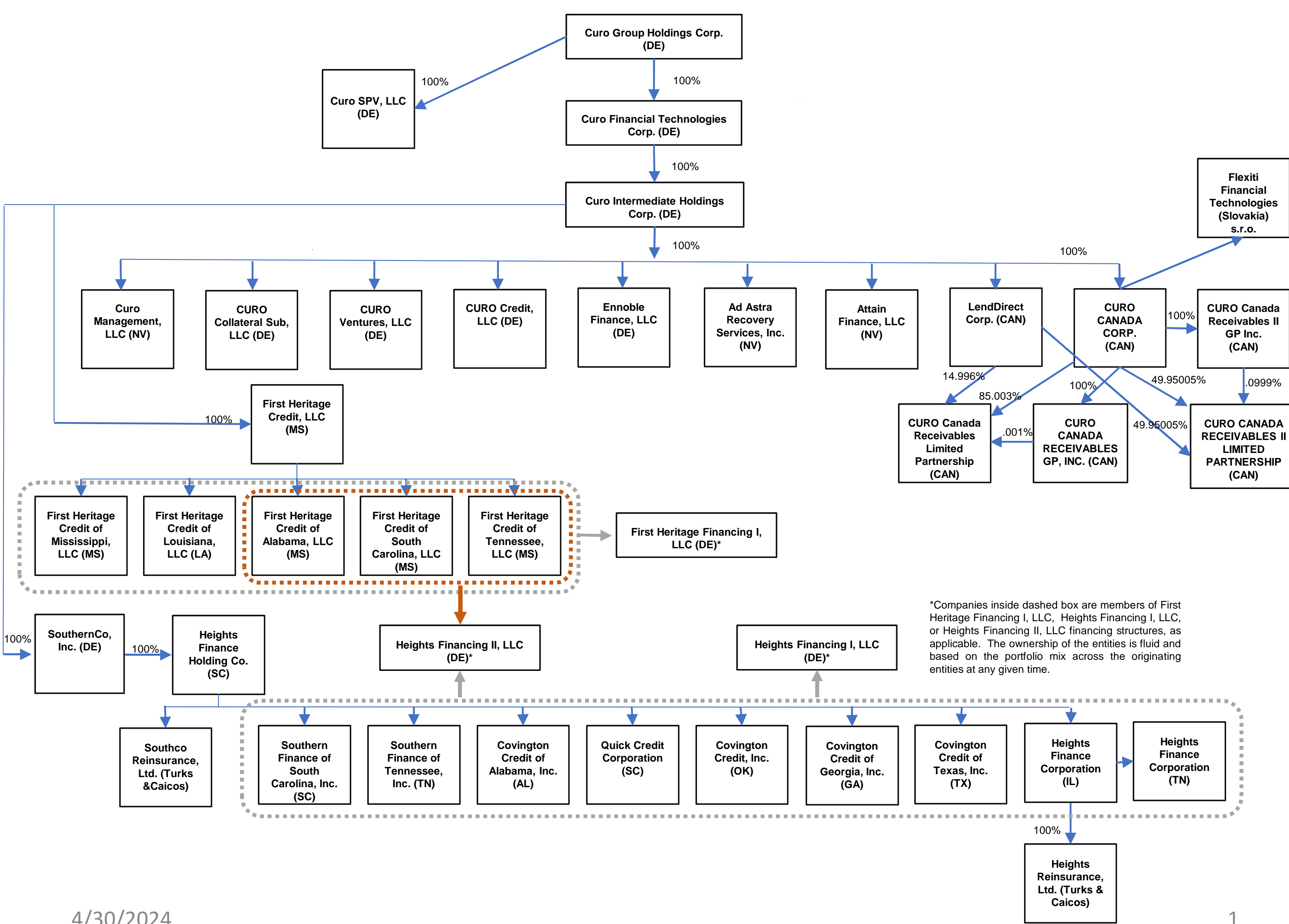
(b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Facility Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any applicable Resolution Authority.

[*Signature pages follow*]

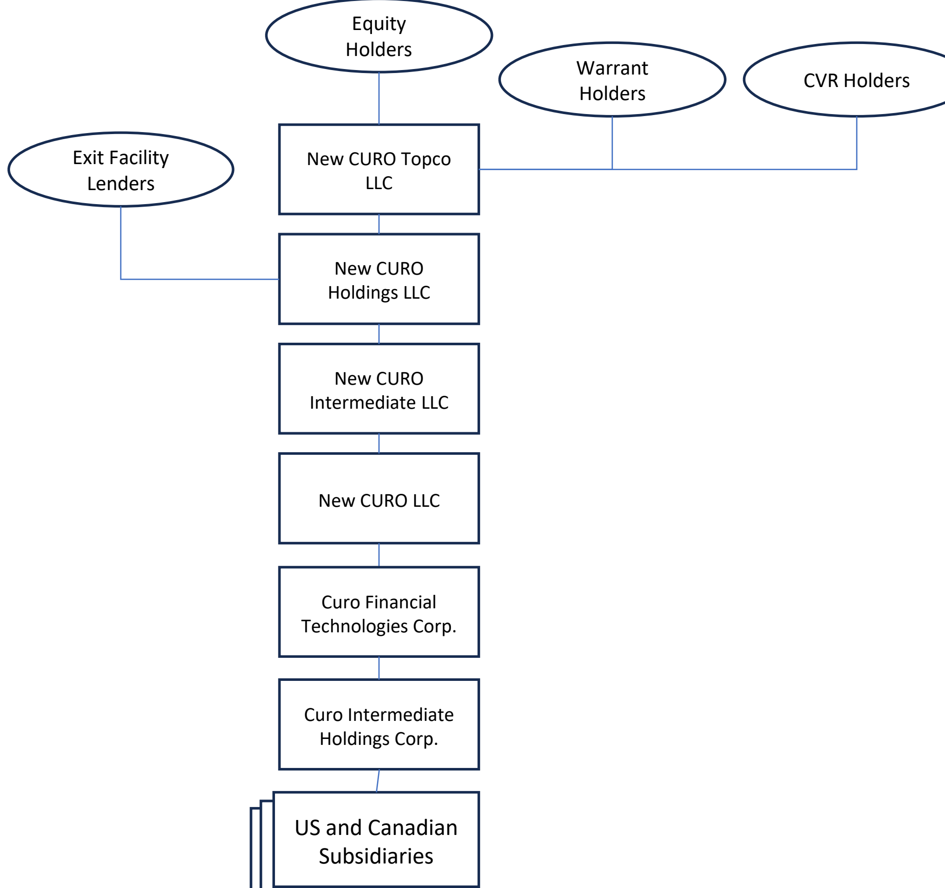
Exhibit D

Description of Transaction Steps

Pre-Emergence Structure



Post-Emergence Structure - Simplified



Tax Matters

The Debtors are still analyzing the most tax efficient manner to implement the Post-Emergence Structure, but they anticipate that the most likely post-emergence corporate structure is reflected herein.

Specifically, the Debtors, in consultation with the Ad Hoc Group, are continuing to evaluate:

- Whether to make check-the-box elections with respect to New CURO Topco LLC, New CURO Holdings LLC, New CURO Intermediate LLC, and/or New CURO LLC (collectively, the "New LLC Holdcos").
- The restructuring transaction steps to effectuate the post-emergence structure.

The Debtors anticipate filing a more detailed Description of Transaction Steps that describes these additional restructuring transaction steps once they have completed their tax analysis in advance of the Effective Date.

While the Debtors currently anticipate that the Exit Facility will be issued by New CURO Holdings LLC, the Debtors, in consultation with the Ad Hoc Group, reserve the right to cause New CURO LLC to be the borrower under the Exit Facility Credit Agreement. Regardless of which entity is the borrower under the Exit Facility Credit Agreement, the New LLC Holdcos will be guarantors of the debt and the assets and liabilities of the loan parties (*i.e.*, the borrower and guarantors together) will remain the same. Similarly, while the Debtors currently anticipate that the CVRs will be issued by New CURO Topco LLC, the Debtors, in consultation with the Ad Hoc Group, reserve the right to cause New CURO Holdings LLC or New CURO LLC to issue the CVRs instead.

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the *Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50, as modified by Docket No. 119].

Post-Emergence Structure

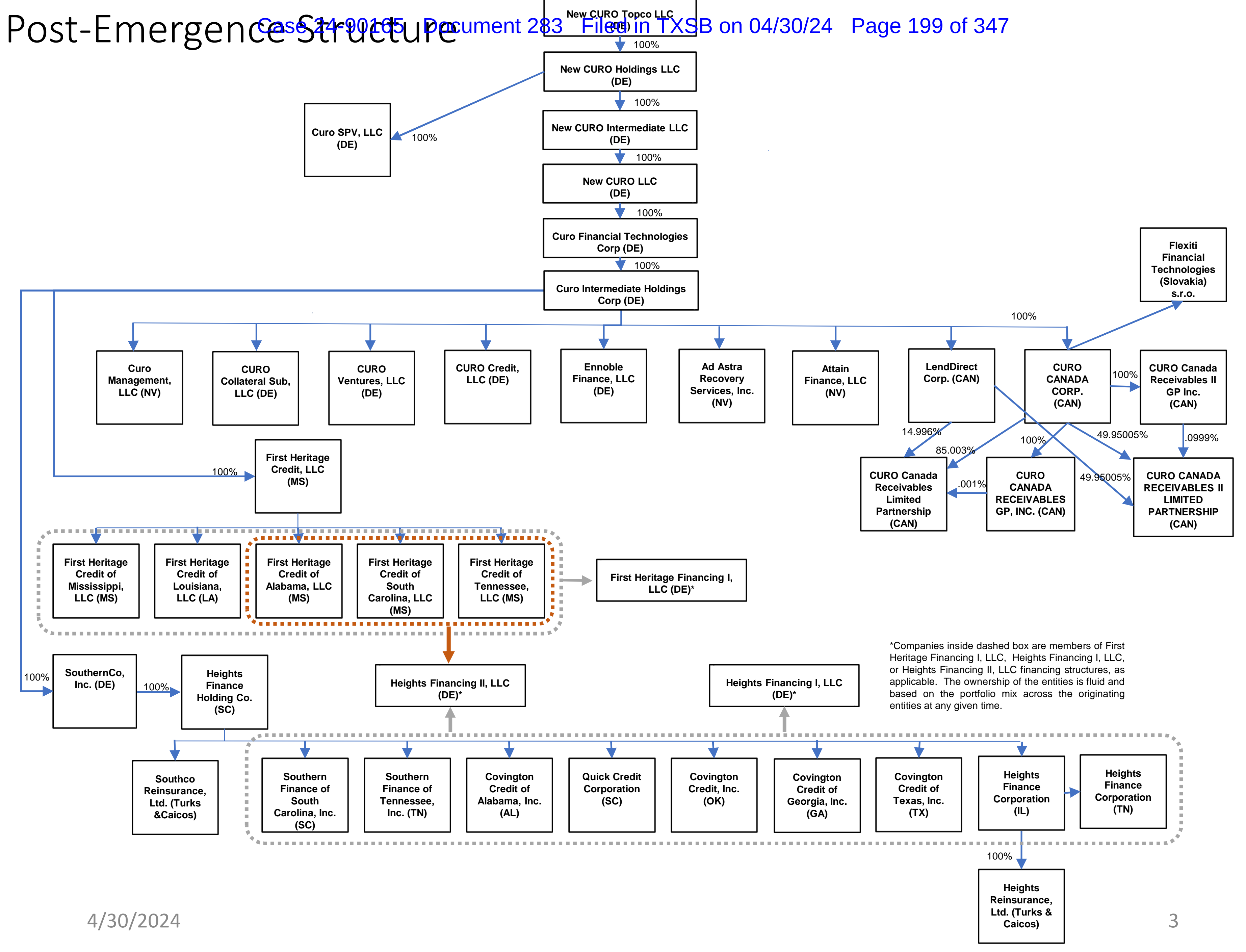


Exhibit E

Rejected Executory Contract and Unexpired Leases List[3]

On the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be assumed and assigned to the applicable Reorganized Debtor in accordance with the provisions and requirements of Bankruptcy Code sections 365 and 1123, other than those Executory Contracts and Unexpired Leases that: (1) are identified on **Schedule E(i)** and **E(ii)**, respectively; (2) have been previously rejected by a Final Order; (3) previously expired or terminated pursuant to their respective terms; or (4) are subject of a motion to reject Filed on or before the Effective Date.

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

Inclusion of any Executory Contract and Unexpired Lease on this **Exhibit E** is not intended and shall not be construed as: (a) an admission that any such contract or lease is an executory contract or unexpired lease; (b) an admission of validity of any claim against a Debtor entity under

[3] For the avoidance of doubt, the rejections of the Executory Contracts and Unexpired Leases listed in this **Exhibit E** shall include the rejection of any and all ancillary documents executed in connection with, or as part of, such Executory Contract or Unexpired Lease, including any ancillary document that any counterparty may assert as executory, whether or not such ancillary document is expressly listed herein.

the Bankruptcy Code or other applicable nonbankruptcy law on the basis of such contract or lease; (c) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (d) a promise or requirement to pay any claim; or (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law.

Schedule E(i)

List of Rejected Contracts

No.	Debtor(s)	Contract Description	Contract Counterparty	Counterparty Address	Rejection Date
1	CURO Canada Corp., CURO Group Holdings Corp., LendDirect Corp.	Commitment Letter dated May 26, 2021, as amended on July 29, 2023	Leon's Furniture Limited	45 Gordon MacKay Road Toronto, Ontario M9N 2V6	No later than the Effective Date

Schedule E(ii)

List of Rejected Leases[4]

No.	Debtor	Lease Description	Lease Counterparty	Counterparty Address	Lease Site Address	Rejection Date
1	CURO Intermediate Holdings Corp.	Sublease	Café Harold's, LLC. d/b/a Harold's Chicken	8825 South Cottage Grove Avenue, Chicago, IL 60619	1552 W 119th St. Chicago, IL 60643	Petition Date
2	Curo Management, LLC	Sublease	Legacy Health Agency LLC	440 North Wells Street, Suite 750 Chicago, Illinois 60654	200 W. Hubbard St., Suite 700 Chicago, IL 60654	April 30, 2024
3	Curo Management, LLC	Sublease	VidMob, Inc.	440 North Wells Street, Suite 720 Chicago, Illinois 60654	200 W. Hubbard St., Suite 700 Chicago, IL 60654	April 30, 2024

[4] The Debtors purport that the subleases referenced in this **Schedule E(ii)** have been rejected by operation of law upon rejection of the underlying leases pursuant to the *Order (I) Authorizing and Approving (A) the Rejection of Certain Unexpired Leases of Non-Residential Real Property (B) Abandonment of Certain Personal Property and (C) Procedures to Reject Additional Unexpired Leases of Non-Residential Real Property and Abandon any Personal Property Thereon and (II) Granting Related Relief*, entered on April 18, 2024 [Docket No. 220]. However, the Debtors include such subleases in this **Schedule E(ii)** out of an abundance of caution.

Exhibit F

List of Retained Causes of Action

Article IV.F of the Plan provides as follows:

> In accordance with Bankruptcy Code section 1123(b), and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of this Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the List of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors-in-interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.
>
> **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Combined Order, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.**
>
> The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including, without limitation, Causes of Action of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan, or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including, for the avoidance of doubt, pursuant to the Debtor Releases provided in Article VIII.C and the Exculpation contained in Article VIII.E of this Plan) or any other Final Order (including, without limitation, the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

> In accordance with Bankruptcy Code section 1123(b)(3), except as otherwise provided herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor. The applicable Reorganized Debtors through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court.

Notwithstanding and without limiting the generality of Article IV.F of the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the Causes of Action that are specifically enumerated herein:

I. Causes of Action Related to Insurance Policies and Surety Bonds

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts, insurance policies and surety bond agreements to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. The Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule F(i)** attached hereto.

II. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Possible Litigation

Schedule F(ii) attached hereto includes Entities that are party to or that the Debtors believe may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action, including all defenses, cross-claims, and counter-claims against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, including **Schedule F(ii)**, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule F(ii)** attached hereto.

III. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in

the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically defined herein. The Debtors expressly reserve all Causes of Action against the Entities identified in **Schedule F(iii)** attached hereto.

IV. Causes of Action related to Contracts and Leases

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases and similar instruments, to which any of the Debtors is a party or pursuant to which any of the Debtors has any rights whatsoever, including without limitation all contracts and leases that are assumed pursuant to the Plan or were previously assumed by the Debtors. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, lessors, lessees, and licensees, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, reimbursement, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under Bankruptcy Code section 542 or 543; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

V. Causes of Action Related to Accounts Receivable

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto.

VI. Causes of Action Related to Governmental Units

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action against any local, state, federal, or foreign "governmental unit" (as defined in Bankruptcy Code section 101(27)).

VII. Causes of Action Related to Deposits / Prepayments, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security

deposits (including any security deposit posted in connection with any real property lease), adequate assurance payment, or any other type of deposit, prepayment, or collateral (including cash collateral posted in connection with any bank account or surety bond), regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein. The Debtors further reserve all rights regarding any adequate assurance deposits provided pursuant to the *Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment for Future Utility Services; (II) Approving Adequate Assurance Procedures; (III) Prohibiting Utility Providers from Aletering, Refusing or Discontinuing Service; and (IV) Granting Related Relief* [Docket No. 88].

VIII. Causes of Action Related to Liens

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein; *provided* that notwithstanding anything herein to the contrary, the Debtors hereby acknowledge and agree that no such Causes of Action exist with respect to the liens securing the DIP Facility.

IX. Causes of Action Related to Audits

Unless otherwise released by the Plan or the Confirmation Order, the Debtors expressly reserve all Causes of Action against or related to any auditor of the Debtors or any auditor's affiliate, subsidiary, or other Person or Entity acting on its behalf related to any audit involving any of the Debtors.

Schedule F(i)

Insurance Policies

No.	Type of Coverage	Insurance Company	Policy Number	Current Policy Period
1	Automobile	The Hartford Insurance	22UENAY5VUZ	6/27/2023 - 6/27/2024
2	Crime	XL Specialty Insurance	ELU183760-23	12/7/2023 - 12/7/2024
3	CURO Canada Corp. o/a Cash Money Mandatory BPL E&O (Canada)	AIG Insurance	01-720-21-74	11/25/2023 - 11/25/2024
4	Employment Practices Liability	Allied World Surplus Lines	0314-1014	12/7/2023 - 12/7/2024
5	Excess Cyber	Corvus Insurance	CXS-107909373-00	10/27/2023 - 10/27/2024
6	Excess Cyber	Coalition	C-4LS3-094528-CYBER-2023	10/27/2023 - 10/27/2024
7	Excess Cyber	Westfield Insurance	XCO-368873G-00	10/27/2023 - 10/27/2024
8	Excess D&O	Endurance American Insurance	FIX30002181803	12/7/2023 - 12/7/2024
9	Excess D&O	Argonaut Insurance	MLX7603076-6	12/7/2023 - 12/7/2024
10	Excess D&O	RSUI Indemnity	NHS708259	12/7/2023 - 12/7/2024
11	Excess D&O - Side A	XL Specialty Insurance	ELU194431-23	12/7/2023 - 12/7/2024
12	Excess D&O - Side A	Allied World National Assurance	0311-0754	12/7/2023 - 12/7/2024
13	Excess Umbrella	CNA Insurance	7039823808	6/27/2023 - 6/27/2024
14	Fiduciary	Hudson Insurance	SFD31212302	12/7/2023 - 12/7/2024
15	Foreign /International Master Policy - (DIC)	CNA Insurance	WP734995473	6/27/2023 - 6/27/2024
16	General Liability	The Hartford Insurance	22UUNAY5VVS	6/27/2023 - 6/27/2024
17	GL & Non-Owned Auto (Canada)	CNA Insurance	CGL292004323	6/27/2023 - 6/27/2024
18	LendDirect Mandatory BPL E&O (Canada)	AIG Insurance	01-720-21-69	11/25/2023 - 11/25/2024
19	Primary Cyber	Beazley Group/Lloyd’s	W3605E230101	10/27/2023 - 10/27/2024

No.	Type of Coverage	Insurance Company	Policy Number	Current Policy Period
20	Primary D&O	XL Specialty Insurance	ELU194427-23	12/7/2023 - 12/7/2024
21	Property & Inland Marine	The Hartford Insurance	22UUNAY5VVS	6/27/2023 - 6/27/2024
22	Property (Canada)	CNA Insurance	CP292004273	6/27/2023 - 6/27/2024
23	Umbrella Policy	The Hartford Insurance	22XHUAY6FCF	6/27/2023 - 6/27/2024
24	Workers Compensation	The Hartford Insurance	22WEAY5CS9	6/27/2023 - 6/27/2024

Surety Bonds and Canadian LOCs

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
1	1076251	Ad Astra Recovery Services, Inc.	Minnesota Collection Agency Bond (Corporation/LLC)	The Hanover Insurance Company	State of Minnesota Commissioner of Commerce	5/2/2023	5/2/2024
2	1008996	Ad Astra Recovery Services, Inc.	Arizona Collection Agency Bond	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024
3	1009000	Ad Astra Recovery Services, Inc.	Oregon Collection Agency Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	State of Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	6/22/2023	6/22/2024
4	1099366	Ad Astra Recovery Services, Inc.	Rhode Island Debt Collector Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Rhode Island Department of Business Regulation Division of Commercial Licensing	7/1/2023	7/1/2024
5	1012326	Ad Astra Recovery Services, Inc.	Washington Collection Agency Bond	The Hanover Insurance Company	Washington Collection Agency Board, Department of Licensing	7/9/2023	7/9/2024
6	1008997	Ad Astra Recovery Services, Inc.	Texas Third Party Debt Collector Bond	The Hanover Insurance Company	Texas Secretary of State, Registration Unit	7/22/2023	7/22/2024
7	1014353	Ad Astra Recovery Services, Inc.	Illinois Collection Agency Bond	The Hanover Insurance Company	Illinois Department of Financial and Professional Regulation Division of Professional Regulation	7/22/2023	7/22/2024
8	1012329	Ad Astra Recovery Services, Inc.	Utah Collection Agency Bond	The Hanover Insurance Company	State of Utah Department of Commerce Division of Securities	9/11/2023	9/11/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
9	1014308	Ad Astra Recovery Services, Inc.	North Dakota Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	North Dakota Department of Financial Institutions Consumer Division	10/2/2023	10/2/2024
10	1033766	Ad Astra Recovery Services, Inc.	Wyoming Collection Agency NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Wyoming Collection Agency Board	12/1/2023	12/1/2024
11	1014325	Ad Astra Recovery Services, Inc.	Idaho Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Idaho Department of Finance	12/4/2023	12/4/2024
12	150963	Ad Astra Recovery Services, Inc.	Colorado Collection Agency Bond	The Hanover Insurance Company	Administrator, Colorado Fair Debt Collection Practices Act	1/9/2024	1/9/2025
13	1033747	Ad Astra Recovery Services, Inc.	New Mexico Collection Agency Bond	The Hanover Insurance Company	New Mexico Regulation and Licensing Department, Financial Institutions Division	1/29/2024	1/29/2025
14	1076255	Ad Astra Recovery Services, Inc.	Nevada Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	State of Nevada Financial Institutions Division, Department of Business and Industry	2/13/2024	2/13/2025
15	1014342	Ad Astra Recovery Services, Inc.	Tennessee Collection Service License Bond	The Hanover Insurance Company	Tennessee Collection Service License Bond	4/18/2024	4/18/2025
16	1076254	Ad Astra Recovery Services, Inc.	Maine Debt Collector Bond	The Hanover Insurance Company	Superintendent of the Bureau of Consumer Credit Protection of the State of Maine	1/15/2024	1/15/2026
17	1076251	Ad Astra Recovery Services, Inc.	Minnesota Collection Agency Bond (Corporation/LLC)	The Hanover Insurance Company	State of Minnesota Commissioner of Commerce	5/2/2023	5/2/2024
18	1008996	Ad Astra Recovery Services, Inc.	Arizona Collection Agency Bond	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
19	1009000	Ad Astra Recovery Services, Inc.	Oregon Collection Agency Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	State of Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	6/22/2023	6/22/2024
20	1099366	Ad Astra Recovery Services, Inc.	Rhode Island Debt Collector Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Rhode Island Department of Business Regulation Division of Commercial Licensing	7/1/2023	7/1/2024
21	1012326	Ad Astra Recovery Services, Inc.	Washington Collection Agency Bond	The Hanover Insurance Company	Washington Collection Agency Board, Department of Licensing	7/9/2023	7/9/2024
22	1008997	Ad Astra Recovery Services, Inc.	Texas Third Party Debt Collector Bond	The Hanover Insurance Company	Texas Secretary of State, Registration Unit	7/22/2023	7/22/2024
23	1014353	Ad Astra Recovery Services, Inc.	Illinois Collection Agency Bond	The Hanover Insurance Company	Illinois Department of Financial and Professional Regulation Division of Professional Regulation	7/22/2023	7/22/2024
24	1012329	Ad Astra Recovery Services, Inc.	Utah Collection Agency Bond	The Hanover Insurance Company	State of Utah Department of Commerce Division of Securities	9/11/2023	9/11/2024
25	1014308	Ad Astra Recovery Services, Inc.	North Dakota Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	North Dakota Department of Financial Institutions Consumer Division	10/2/2023	10/2/2024
26	1033766	Ad Astra Recovery Services, Inc.	Wyoming Collection Agency NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Wyoming Collection Agency Board	12/1/2023	12/1/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
27	1014325	Ad Astra Recovery Services, Inc.	Idaho Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Idaho Department of Finance	12/4/2023	12/4/2024
28	150963	Ad Astra Recovery Services, Inc.	Colorado Collection Agency Bond	The Hanover Insurance Company	Administrator, Colorado Fair Debt Collection Practices Act	1/9/2024	1/9/2025
29	1033747	Ad Astra Recovery Services, Inc.	New Mexico Collection Agency Bond	The Hanover Insurance Company	New Mexico Regulation and Licensing Department, Financial Institutions Division	1/29/2024	1/29/2025
30	1076255	Ad Astra Recovery Services, Inc.	Nevada Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	State of Nevada Financial Institutions Division, Department of Business and Industry	2/13/2024	2/13/2025
31	1014342	Ad Astra Recovery Services, Inc.	Tennessee Collection Service License Bond	The Hanover Insurance Company	Tennessee Collection Service License Bond	4/18/2024	4/18/2025
32	1076254	Ad Astra Recovery Services, Inc.	Maine Debt Collector Bond	The Hanover Insurance Company	Superintendent of the Bureau of Consumer Credit Protection of the State of Maine	1/15/2024	1/15/2026
33	1014325	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Idaho Department of Finance	12/4/2024	12/4/2024
34	1014308	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/2/2023	10/2/2024
35	150963	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	1/9/2024	1/9/2025
36	1008996	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Arizona Department of Financial Institutions	6/22/2023	6/22/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
37	1014342	Ad Astra Recovery Services, Inc.	Collection Service License Bond	The Hanover Insurance Company	Tennessee Department of Financial Institutions	4/18/2024	4/18/2025
38	1012329	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Utah Department of Commerce	9/11/2023	9/11/2024
39	1012326	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Washington Department of Financial Institutions	7/9/2023	7/9/2024
40	1076255	Ad Astra Recovery Services, Inc.	Collection Agency License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Nevada Department of Financial Institutions Division	2/13/2024	2/13/2025
41	1008997	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Texas Secretary of State, Registrations Unit	7/22/2023	7/22/2024
42	1009000	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Oregon Division of Financial Regulations	6/22/2023	6/22/2024
43	1076251	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Minnesota Department of Commerce	5/2/2023	5/2/2024
44	1033766	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	Wyoming Division of Banking	12/1/2023	12/1/2024
45	1033747	Ad Astra Recovery Services, Inc.	Collection Agency Bond	The Hanover Insurance Company	New Mexico Financial Institutions Division	1/29/2024	1/29/2025
46	1076254	Ad Astra Recovery Services, Inc.	Debt Collector Bond	The Hanover Insurance Company	State of Maine, Director of Office of Consumer Credit Reg	1/15/2024	1/15/2026
47	1014353	Ad Astra Recovery Services, Inc.	Licensed Collection Agency Bond	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulations	7/22/2023	7/22/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
48	1091281	Ad Astra Recovery Services, Inc.	Debt Collector Bond	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
49	1008977	Attain Finance, LLC	Washington Money Services Business Bond	The Hanover Insurance Company	Washington Department of Financial Institutions	5/9/2023	5/9/2024
50	1033741	Attain Finance, LLC	Tennessee Money Transmitter NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/31/2023	12/31/2024
51	1014335	Attain Finance, LLC	Oregon Money Transmitter License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	2/7/2024	2/7/2025
52	1008977	Attain Finance, LLC	Washington Money Services Business Bond	The Hanover Insurance Company	Washington Department of Financial Institutions	5/9/2023	5/9/2024
53	1033741	Attain Finance, LLC	Tennessee Money Transmitter NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/31/2023	12/31/2024
54	1014335	Attain Finance, LLC	Oregon Money Transmitter License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Oregon Department of Consumer and Business Services, Division of Finance and Corporate Securities	2/7/2024	2/7/2025
55	1095263	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
56	1095264	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
57	1100137	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	1/28/2024	1/28/2025

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
58	1095263	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
59	1095264	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	6/29/2023	6/29/2024
60	1100137	Covington Credit, Inc.	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	1/28/2024	1/28/2025
61	1094993	Covington Credit, Inc. dba Covington Credit dba www.heightsfinance.com	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	3/24/2024	3/24/2025
62	1094993	Covington Credit, Inc. dba Covington Credit dba www.heightsfinance.com	Oklahoma Supervised Lender License Bond	The Hanover Insurance Company	Oklahoma Department of Consumer Credit	3/24/2024	3/24/2025
63	1092735	Curo Credit, LLC	California Debt Collection License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
64	1092735	Curo Credit, LLC	California Debt Collection License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	California Department of Financial Protection & Innovation	12/31/2023	12/31/2024
65	1091153	CURO Credit, LLC dba First Phase	Colorado Supervised Lender Bond	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	8/10/2023	8/10/2024
66	1091465	CURO Credit, LLC dba First Phase	New Hampshire Small Loan Lender NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Bank Commissioner State of New Hampshire	10/26/2023	10/26/2024
67	1091466	CURO Credit, LLC dba First Phase	North Dakota Money Broker License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/26/2023	10/26/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
68	1091467	CURO Credit, LLC dba First Phase	South Dakota Money Lender License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	South Dakota Division of Banking	10/26/2023	10/26/2024
69	1091153	CURO Credit, LLC dba First Phase	Colorado Supervised Lender Bond	The Hanover Insurance Company	Administrator of the Uniform Consumer Credit Code	8/10/2023	8/10/2024
70	1091465	CURO Credit, LLC dba First Phase	New Hampshire Small Loan Lender NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Bank Commissioner State of New Hampshire	10/26/2023	10/26/2024
71	1091466	CURO Credit, LLC dba First Phase	North Dakota Money Broker License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	North Dakota Department of Financial Institutions	10/26/2023	10/26/2024
72	1091467	CURO Credit, LLC dba First Phase	South Dakota Money Lender License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	South Dakota Division of Banking	10/26/2023	10/26/2024
73	107468681	First Heritage of AL - Montgomery	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
74	107332148	First Heritage of AL - Saraland	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
75	107333264	First Heritage of AL - Decatur	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
76	107332163	First Heritage of AL - Dothan	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
77	107333243	First Heritage of AL - Florence	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
78	107333276	First Heritage of AL - Meridan	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
79	400SC4328	First Heritage of AL - Mobile	Designated Agent Bond	Travelers	Mississippi Department of Revenue	10/1/2023	10/1/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
80	106613045	First Heritage of AL - Mobile	MS Small Loan Bond	Travelers	Mississippi Department of Banking & Consumer Finance	10/1/2023	10/1/2024
81	107333257	First Heritage of AL - Pelham	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
82	107517881	First Heritage of AL - Pell City	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
83	107333261	First Heritage of AL - Prattville	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
84	103861467	First Heritage of AL - Ridgeland	TN Loan Bond	Travelers	Tennessee Department of Financial Institutions	10/1/2023	10/1/2024
85	107333281	First Heritage of AL - Starkville	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
86	107332167	First Heritage of AL - Thomasville	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
87	107333259	First Heritage of AL - Tillman Corner	Motor Vehicle Surety Bond	Travelers	Alabama Department of Revenue	10/1/2023	10/1/2024
88	106152257	First Heritage of Mississippi - Ridgeland	TN Loan Bond	Travelers	Tennessee Department of Financial Institutions	10/1/2023	10/1/2024
89	103818433	First Heritage of Mississippi - Ridgeland	MS Small Loan Bond	Travelers	Mississippi Department of Banking & Consumer Finance	10/1/2023	10/1/2024
90	1105153	Heights Finance Corporation	Wisconsin Loan Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	7/7/2023	7/7/2024
91	1099351	Heights Finance Corporation	Illinois Consumer Installment Loan Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulation, Division of Financial Institutions	12/31/2023	12/31/2024
92	1100133	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	2/1/2024	2/1/2025

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
93	1093008	Heights Finance Corporation	Kentucky Consumer Loan License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Kentucky Department of Financial Institutions	3/1/2024	3/1/2025
94	1100132	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	4/8/2024	4/8/2025
95	1105030	Heights Finance Corporation	Alabama Consumer Credit License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Alabama State Banking Department	5/26/2024	5/26/2025
96	1100134	Heights Finance Corporation	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024
97	1105153	Heights Finance Corporation	Wisconsin Loan Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	7/7/2023	7/7/2024
98	1099351	Heights Finance Corporation	Illinois Consumer Installment Loan Registration NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Illinois Department of Financial & Professional Regulation, Division of Financial Institutions	12/31/2023	12/31/2024
99	1100133	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	2/1/2024	2/1/2025
100	1093008	Heights Finance Corporation	Kentucky Consumer Loan License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Kentucky Department of Financial Institutions	3/1/2024	3/1/2025
101	1100132	Heights Finance Corporation	Wisconsin Sales Finance Company Bond	The Hanover Insurance Company	Wisconsin Department of Financial Institutions	4/8/2024	4/8/2025

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
102	1105030	Heights Finance Corporation	Alabama Consumer Credit License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Alabama State Banking Department	5/26/2024	5/26/2025
103	1100134	Heights Finance Corporation	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024
104	1100136	Southern Finance of Tennessee, Inc.	Tennessee Industrial Loan and Thrift License NMLS ESB (Electronic Surety Bond)	The Hanover Insurance Company	Tennessee Department of Financial Institutions	12/28/2023	12/28/2024
105	10012789	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Government of Alberta	3/9/2022	12/27/2024
106	10012782	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	3/9/2022	12/16/2024
107	10012783	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	3/9/2022	12/16/2024
108	10012786	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Provide of Manitoba	3/9/2022	12/16/2024
109	10012787	Cash Money Cheque Cashing, Inc.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	3/9/2022	12/16/2024
110	2537567	CURO Canada Corp.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance of Manitoba	4/28/2022	4/27/2024
111	2540554	CURO Canada Corp.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Province of Manitoba	8/23/2022	8/22/2024

No.	Surety/LOC No.	Party	Type	Issuer	Obligee/Beneficiary	Effective Date	Expiration Date
112	10012788	LendDirect Corp.	Canadian Letter of Credit	RBC Royal Bank of Canada	Minister of Finance, Government of Alberta	3/9/2022	12/27/2024

Schedule F(ii)

Debtor(s)	**Adverse or Potentially Adverse Party**	**Description**
Heights Finance Corporation (TN)	Mieachelle Cannon	Alleged violations of FCRA.
CURO Canada Corp.	Annotennette Findlay	Alleging race, color, ethnic origin, sexual harassment.
CURO Management, LLC	Karen Hale	Alleging violation of RFDCPA and Consumer Legal Remedies Act.
Heights Finance Corporation (IL)	Michelle Emily Ruben	Alleging violation of the automatic stay.
SCIL Texas, LLC ("SCIL")[5]	Cristal Lee England	Allegations of knowingly hiring a third-party debt collector using prohibited practices.
SCIL	Tanna Hall	Alleging invalid service.
SCIL	Susana Martinez	Alleging improper service.
Heights Finance Corporation (IL)	Charles Jewell	Alleging CURO provided requested information and FCRA violations.
CURO Canada Corp.	Rhoda San Jose	Alleging discrimination, harassment and wrongful termination.
CURO Financial Technologies Corp.	Jared Bullock	Workers Compensation - Alleging broken ribs, lung and head injury.

[5] While SCIL is not an entity currently affiliated with the Debtors or the Company, the Debtors have retained liability on account of and an obligation to defend the three actions pending against SCIL included on this **Schedule F(ii)** in connection with the sale of SCIL, among other assets, to Sparrow Purchaser, LLC and CCF Intermediate Holdings, LLC in 2022.

Debtor(s)	Adverse or Potentially Adverse Party	Description
CURO Management LLC	Apolonio Lopez Chavez	Alleging CURO never provided the requested information and FCRA violations.
Heights Finance Corporation (IL)	Heidi Juhasz	Alleging violations of FCRA.
CURO Canada Corp.	Yi Chin Chou	Small Claims - Alleging fraudulent transfer of funds.
Heights Finance Corporation (IL)	Lance Irwin	Alleging wrongful termination.
Heights Finance Holding Co.	Consumer Financial Protection Bureau (CFPB)	Alleging CFPA violations.
Heights Finance Corporation (IL)	Austin Alexander	Class Action alleging KCPA violations, KY Consumer Loan Statues, and Unjust Enrichment.
CURO Management, LLC; CURO Group Holdings Corp.	Destiny Nicole Griffin; Priscilla Lopez	Alleging discrimination, harassment and retaliation.
Heights Finance Corporation (IL)	Michelle Bellos	Violation of FCRA and failure to provide Plaintiff with the requested accounting/billing history.
CURO Canada Corp.; LendDirect Corp.	Jamillea Spence	Alleging race, color, ethnic origin, sexual harassment.
CURO Canada Corp.	Martha Williams; City of Toronto; Toronto Transit Commission; 1289139 Ontario, Inc.	Allegations of a slip and fall at the bus stop adjacent to the store location.
CURO Canada Corp.	Landu Bienvenu Kitonda aka “Roger”	Alleging payments should have paid off the principal of the loan by now.
CURO Group Holdings Corp	Tylia Johnson	Workers’ Compensation – Alleging shoulder injury.

Debtor(s)	**Adverse or Potentially Adverse Party**	**Description**
CURO Canada Corp.	All Trans Financial Services Credit Union	Request for indemnification; underlying case alleging overcharge for fees and loss of funds on prepaid gift cards.
CURO Intermediate Holdings Corp.	Sparrow Purchaser, LLC CCF Intermediate Holdings, LLC	Delaware Chancery Court breach of contract action.
CURO Intermediate Holdings Corp.	Sparrow Purchaser, LLC CCF Intermediate Holdings, LLC	Demand for arbitration.
CURO Group Holdings Corp.	Engie Insight Services Inc., dba Engie Impact	Potential contract dispute.
CURO Group Holdings Corp	Leon's Furniture Limited; Trans Global Insurance Company; Trans Global Life Insurance Company	Potential contract dispute.
CURO Intermediate Holdings Corp.	National Retail Properties, Inc.	Potential lease rejection dispute.
Southern Finance of South Carolina, Inc.	ZRP Crosspointe Plaza, LLC	Potential lease rejection dispute.
Covington Credit of Georgia, Inc.	Americus Fee Owner, LLC	Potential lease rejection dispute.
CURO Management LLC	Wells Hubbard Limited Partnership	Potential lease rejection dispute.
CURO Intermediate Holdings Corp.	Café Harold's, LLC. d/b/a Harold's Chicken	Potential lease rejection dispute.
CURO Management LLC	Legacy Health Agency LLC	Potential lease rejection dispute.
CURO Management LLC	VidMob, Inc.	Potential lease rejection dispute.

Schedule F(iii)

No.	Vendor	Address	Tax Type
1.	250 John W Morrow Jr Pkwy LLC	P.O. Box 81612, Chamblee, GA 30366	Real Estate
2.	3386856 Canada Limited	220 Yonge St,, Toronto, On M5B 2H1	Real Estate
3.	45th Street Real Estate Ventures LLC	123 N. Main Street, Unit #001, Crown Point, IN 46307	Real Estate
4.	Aiken County Treasurer	P.O. Box 919, Aiken, SC 29802-0919	Personal Property Tax
5.	Alabama Department of Revenue	P.O. Box 327431, Montgomery, AL 36132	Business Privilege Tax
6.	Alabama Department of Revenue	P.O. Box 327430, Montgomery, AL 36132	Income Tax
7.	Alabama Department of Revenue	50 N. Ripley St., Montgomery, AL 36130	Local Tax
8.	Alabama Department of Revenue	50 N. Ripley St., Montgomery, AL 36130	Use Tax
9.	Alabama Department of Revenue	P.O. Box 327435, Montgomery, AL 36132-7435	Business License
10.	Alabama State Banking Department	P.O. Box 4600, Montgomery, AL 36103-4600	Business License
11.	Alcorn Co. Tax Collector	P.O. Box 190, Corinth, MS 38835-0190	Personal Property Tax
12.	Allen Morgan, Tax Collector	Oktibbeha County Tax Collector, 101 E. Main, Ste 103, Starkville, MS 39759	Personal Property Tax
13.	American Financial Credit Services	10333 N Meridian St, Suite 270, Indianapolis, IN 46290-1144	Personal Property Tax
14.	Americus Fee Owner	3735-B Bean Road, Charlotte, Nc 28217	Real Estate
15.	Anamar Properties	P.O. Box 127, Hammond, LA 70404	Real Estate
16.	Anchor Equities, Ltd.	3839 Bee Caves Rd., Suite 203, Austin, TX 78746	Real Estate
17.	Anderson County Trustee	Rodney Archer Trustee, 100 N Main St Rm 203, Clinton, TN 37716	Personal Property Tax
18.	Andrew Weathington	Judge Of Probate, 165 5th Ave P.O. Box 220, Ashville, AL 35953	Business License

No.	Vendor	Address	Tax Type
19.	Angelina County Tax Office	P.O. Box 1344, Lufkin, TX 75902-1344	Personal Property Tax
20.	Arizona Corporation Commission	1300 W Washington, Phoenix, AZ 85007-2929	Annual Report
21.	Arizona Department of Revenue	1600 West Monroe Street, Phoenix, AZ 85007	Income Tax
22.	Arkansas Secretary of State	State Capitol, 500 Woodlane Street, Suite 256, Little Rock, AR 72201	Annual Report
23.	Ascension Parish Tax Authority	P.O. Box 1718, Gonzales, LA 70707	Business License
24.	Ashland City Treasurer	Jacey Dean, 601 Main Street West, Ashland, WI 54806-0747	Personal Property Tax
25.	Attala County Tax Collector	Brenda Williams, 112 North Wells St, Kosciusko, MS 39090	Personal Property Tax
26.	Audrain County Collector	101 N Jefferson Rm 103, Mexico, Mo 65265	Personal Property Tax
27.	Baldwin County Commissioner	P.O. Box 1549, Bay Minette, AL 36507-1549	Personal Property Tax
28.	Barbour Cty Commissioner	Marshall J Williams Iii, 303 E Broad St, Eufaula, AL 36027-1701	Business License
29.	Beaufort County Treasurer	P.O. Drawer 487, Atlanta, GA 30348-5176	Personal Property Tax
30.	Beauregard Parish Sheriff's Office	Attn: Sales/Occupational Tax Office, P.O. Box 639, Deridder, LA 70634	Business License
31.	Bedford County Trustee TN	Courthouse Annex Bldg 1St Flr, 100 Public Square West Ste 102, Shelbyville, TN 37160-3988	Personal Property Tax
32.	Betty McNeill Tax Collector	Marshall County Tax Collector, P.O. Box 40, Holly Springs, MS 38635	Personal Property Tax
33.	Blanchard Grove Prop	9810 Bluebonnet Blvd, Baton Rouge, LA 70810	Real Estate
34.	Bloomingdale Fire District	179 S Bloomingdale Rd, Bloomingdale, IL 60108	Business License
35.	Bobby J. Guidroz, Sheriff	P.O. Box 1029, Opelousas, LA 70571	Business License
36.	Boone County Collector of Rev	Brian McCollum, 801 E Walnut - Rm 118, Columbia, Mo 652014890	Personal Property Tax

No.	Vendor	Address	Tax Type
37.	Boone County Fiscal Court	2950 Washington Street, Burlington, KY 41005	Municipal Tax
38.	Boyle County Sheriff	321 W Main, Danville, KY 40422	Personal Property Tax
39.	Bradley County Trustee	Attn: Michael J Smith, 1701 Keith St NW, Cleveland, TN 37311-4381	Personal Property Tax
40.	Brian Hanna	Hanna Family Partnership, P.O. Box 54497, Lexington, KY 40555	Real Estate
41.	Brookhill Management Corp.	Huntsville West Lp, 501 Madison Ave. 18th Floor, New York, NY 10150-0117	Real Estate
42.	Butler County Alabama	Butler Cnty Judge Of Probate, 700 Court Square, Greeneville, AL 36037-0756	Business License
43.	Butler County Alabama	Butler Cnty Judge Of Probate, 700 Court Square, Greeneville, AL 36037-0756	Personal Property Tax
44.	Butler County Collector	100 North Main, , Poplar Bluff, MO 63901	Personal Property Tax
45.	B-Y Strawberry Square Ltd	4629 Marco Drive, San Antonio, TX 78265	Real Estate
46.	C. I. A. LLC	P.O. Box 14208, Baton Rouge, LA 70898	Real Estate
47.	Calhoun County Revenue Comm	Tim Hodges, 1702 Noble St Ste 104, Anniston, AL 36201	Personal Property Tax
48.	California Secretary of State	Business Programs Division, 1500 11th Street, Sacramento, Ca 95814	Annual Report
49.	Calloway County Sheriff	701 Olive Street, Murray, KY 42071	Personal Property Tax
50.	Cameron County Tax Office	P.O. Box 952, Brownsville, TX 78522-0952	Personal Property Tax
51.	Canada Revenue Agency	Post Office Box 20000, Station A, Sudbury On P3A 5C1	Goods and Services Tax
52.	Canada Revenue Agency	Post Office Box 20000, Station A, Sudbury On P3A 5C1	Income Tax
53.	Cape Fear LLC	Dba: Mccreless Square, 78 AL ta Vista Way Suite 1, San Antonio, TX 78232	Real Estate

No.	Vendor	Address	Tax Type
54.	Carter County Treasurer	Marsha Collins, 25 A Street NW Suite 105, Ardmore, OK 73401	Personal Property Tax
55.	Carter County Trustee	Chad Lewis, 801 Elk Ave, Elizabethton, TN 37643	Personal Property Tax
56.	Ccnr Properties LLC	P.O. Box 1136, Campbellsville, KY 42719	Real Estate
57.	Chambers Cnty Judge of Probate	2 S Lafayette St Ste B, Lafayette, AL 36862-2073	Business License
58.	Charles Williams	Tax Assessor/Collector, 308 Court St, Wiggins, MS 39577	Personal Property Tax
59.	Charleston County	Revenue Collections, 4045 Bridge View Drive, North Charleston, SC 29405-7464	Personal Property Tax
60.	Chatham County	P.O. Box 9827, Savannah, GA 31412	Personal Property Tax
61.	Chester County Treasurer	P.O. Box 686, Charlotte, Nc 28263-3464	Personal Property Tax
62.	Christian County Sheriff	701 W. 7th Street, Hopkinsville, KY 42240	Personal Property Tax
63.	Cindy Pennington	Revenue Commissioner, P.O. Box 1017, Talladega, AL 35161	Business License
64.	City Clerk-Treasurer's Office	P.O. Box 5005, Janesville, WI 53547-5005	Personal Property Tax
65.	City Hall Annex	316 Breard St, Monroe, LA 71201	Business License
66.	City of Alabaster	Dept. # Cs 1, P.O. Box 830525, Birmingham, AL 35283	Business License
67.	City of Alexander City	Business License, P.O. Box 552, Alexander City, AL 35011	Business License
68.	City of Alexandria	Business Office, P.O. Box 71, Alexandria, LA 71309	Personal Property Tax
69.	City of Americus	101 West Lamar St, Americus, GA 31709-3595	Personal Property Tax
70.	City of Amory	P.O. Drawer 457, Amory, MS 38821	Business License
71.	City of Andalusia	P.O. Box 429, , Andalusia, AL 36420	Business License
72.	City of Anniston	Attn: Finance Dept, P.O. Box 2168, Anniston, AL 36202	Business License

No.	Vendor	Address	Tax Type
73.	City of Athens	1806 Wilkinson St, Athens, AL 35612	Business License
74.	City of Atmore	201 E Louisville Ave, , Atmore, AL 36504	Business License
75.	City of Baker	P.O. Box 707, Baker, LA 70704	Business License
76.	City of Berea	212 Chestnut St, Berea, KY 40403	Personal Property Tax
77.	City of Bessemer	Assistant Tax Collector, P.O. Box 1190, Bessemer, AL 35021-1190	Business License
78.	City of Bessemer	Assistant Tax Collector, P.O. Box 1190, Bessemer, AL 35021-1190	Personal Property Tax
79.	City of Biloxi	License Administrator, P.O. Box 508, Biloxi, MS 39533-0508	Business License
80.	City of Birmingham	P.O. Box 830725 Birmingham, AL 35283-0725	Rds City and County Tax
81.	City of Boonville	401 Main St, Boonville, MO 652330000	Business License
82.	City of Bossier City	P.O. Box 5399, Bossier City, LA 71171-5399	Business License
83.	City of Bowling Green	P.O. Box 1410, Bowling Green, Ky, 42102-1410	Municipal Tax
84.	City of Brewton	P.O. Box 368, Brewton, AL 36427-0368	Business License
85.	City of Brookhaven	P.O. Box 560, Brookhaven, MS 39602	Business License
86.	City of Camden	P.O. Box 7002, , Camden, SC 29020	Business License
87.	City of Canton	City Clerk Office, P.O. Box 1605, Canton, MS 39046	Business License
88.	City of Cape Girardeau	401 Independence, P.O. Box 617, Cape Girardeau, MO 63701	Business License
89.	City of Center Point	P.O. Box 9847, Birmingham, AL 35215	Business License
90.	City of Charleston SC	Revenue Collections Office, P.O. Box 22009, Charleston, SC 29413-2009	Business License
91.	City of Chattanooga TN	Treasurer, 101 E 11Th St Ste 100, Chattanooga, TN 37401-0191	Personal Property Tax

No.	Vendor	Address	Tax Type
92.	City of Clarksville	Finance And Revenue Dept., P.O. Box 928, Clarkesville, TN 37041-0928	Personal Property Tax
93.	City of Clinton	961 Highway 80 East, , Clinton, MS 39056	Business License
94.	City of Clinton Property Tax	Regina Redenour, 100 N. Bowling St., Clinton, TN 37716	Personal Property Tax
95.	City of Columbia	201 Second St, , Columbia, MS 39429	Business License
96.	City of Columbia Mo	Dept Of Finance Bsnss Lic Div, P.O. Box 6015, Columbia, MO 65205	Business License
97.	City of Commerce GA	27 Sycamore St, Commerce, GA 30529	Business License
98.	City of Cookeville	Customer Service Department, P.O. Box 998, Cookeville, TN 38503-0998	Personal Property Tax
99.	City of Corinth	P.O. Box 669, Corinth, MS 38835-0669	Business License
100.	City of Corinth	P.O. Box 669, Corinth, MS 38835-0669	Personal Property Tax
101.	City of Covington	Newton County, P.O. Box 1527, Covington, GA 30015-1527	Business License
102.	City of Cullman	P.O. Box 278, , Cullman, AL 35056-0278	Business License
103.	City of Dalton	P.O. Box 1205, Dalton, GA 30722	Occupational Tax
104.	City of Dayton TN	Thomas Solomon Tax Collector, P.O. Box 226, Dayton, TN 37321	Personal Property Tax
105.	City of Decatur	Revenue Dept, P.O. Box 488, Decatur, AL 35602	Business License
106.	City of Decatur IL	1 Gary K Anderson Plaza, Dept R5 P.O. Box 830525, Decatur, IL 62523	Business License
107.	City of Demopolis	211 North Walnut Ave, Demopolis, AL 36732	Business License
108.	City of Denham Springs	Business License Dept, P.O. Box 1629, Denham Springs, LA 70729	Business License
109.	City of Dexter	Crystal AL lstun Cty Collector, 301 E Stoddard St, Dexter, MO 63841	Business License

No.	Vendor	Address	Tax Type
110.	City of Dickson Tax Collector	600 East Walnut St, Dickson, TN 37055	Personal Property Tax
111.	City of Dothan	Business License Division, P.O. Box 2128, Dothan, AL 36302-2128	Business License
112.	City of Douglasville Georgia	Occupational Tax/Business License, 6695 Church Street, Douglasville, GA 30133	Business License
113.	City of Dyersburg	425 W. Court Street, Dyersburg, TN 38025-1358	Personal Property Tax
114.	City of Elizabethtown	Director Of Finance, P.O. Box 550, Elizabethtown, KY 42702-0550	Business License
115.	City of Enterprise	Revenue Department, P.O. Box 311000, Enterprise, AL 36331-1000	Business License
116.	City of Eufaula	P.O. Box 219, , Eufaula, AL 36072-0219	Business License
117.	City of Fayetteville	James H Lee, 110 Elk Ave South, Fayetteville, TN 37334	Personal Property Tax
118.	City of Festus	City Hall, 711 West Main, Festus, MO 63028	Business License
119.	City of Florence	8100 Ewing Blvd, Florence, KY 41042	Personal Property Tax
120.	City of Florence, Kentucky	8100 Ewing Boulevard, Florence, KY 41042	Municipal Tax
121.	City of Florence, SC	Business License Office, 324 West Evans St, Florence, SC 29501	Business License
122.	City of Florissant	Finance Department, 955 Rue St Francois, Florissant, MO 63031	Business License
123.	City of Foley	P.O. Drawer 1750, Foley, AL 36536	Business License
124.	City of Forest	P.O. Box 298, Forest, MS 39074	Business License
125.	City of Fulton	P.O. Box 130, Fulton, MO 65251	Business License
126.	City of Gainesville	P.O. Box 2496, , Gainesville, GA 30503	Business License
127.	City of Gallatin	132 W Main St Room 111, Gallatin, TN 37066-3232	Personal Property Tax
128.	City of Garland	P.O. Box 462010, Garland, TX 75046-2010	Personal Property Tax

No.	Vendor	Address	Tax Type
129.	City of Greeneville TN	200 North College St, Greeneville, TN 37745	Personal Property Tax
130.	City of Greenville	206 S Main St, P.O. Box 2207, Greenville, SC 29602	Business License
131.	City of Greenville AL	119 East Commerce St, Greenville, AL 36037-0158	Business License
132.	City of Gulfport	1410 24th Avenue, Gulfport, MS 39501	Business License
133.	City of Guntersville	341 Gunter Ave, , Guntersville, AL 35976	Business License
134.	City of Hammond	Tax Department, P.O. Box 2788, Hammond, LA 70404-2788	Business License
135.	City of Hattiesburg	P.O. Box 1897, Hattiesburg, MS 39403-1897	Business License
136.	City of Hattiesburg	Attn: Tax Department, P.O. Box 1898, Hattiesburg, MS 39403-1898	Business License
137.	City of Hazlehurst	P.O. Box 549, Hazlehurst, MS 39083	Business License
138.	City of Hazlehurst	P.O. Box 549, Hazlehurst, MS 39083	Personal Property Tax
139.	City of Hendersonville	Property Tax Collector, 101 Maple Dr N, Hendersonville, TN 370750000	Personal Property Tax
140.	City of Hohenwald	118 West Linden Ave, Hohenwald, TN 38462	Personal Property Tax
141.	City of Hopkinsville	715 South Virginia St, Hopkinsville, Ky, 42240	Municipal Tax
142.	City of Huntsville	P.O. Box 308, Huntsville, AL 35804-0308	Business License
143.	City of Jackson TN	101 E. Mains St Ste 101, Jackson, TN 38301	Personal Property Tax
144.	City of Jasper	Revenue Department, P.O. Box 1589, Jasper, AL 35502-1589	Business License
145.	City of Jefferson City	P.O. Box 530, Jefferson City, TN 37760	Personal Property Tax
146.	City of Kansas City, Missouri - Revenue Division	P.O. Box 843322, Kansas City MO 64184-3322	Income Tax

No.	Vendor	Address	Tax Type
147.	City of Kingsport	415 Broad St, Kingsport, TN 37660-4265	Personal Property Tax
148.	City of Knoxville	400 Main Street St 450, Knoxville, TN 37901-5001	Personal Property Tax
149.	City of Kosciusko	222 E Washington St, Kosciusko, MS 39090	Business License
150.	City of Lake Charles	P.O. Box 3706, Lake Charles, LA 70602	Business License
151.	City of Lawrenceburg	233 W Gaines Nbu 4, Lawrenceburg, TN 38464	Personal Property Tax
152.	City of Lebanon	200 Castle Heights Ave #117, Lebanon, TN 37087	Personal Property Tax
153.	City of Lexington	Cody C Wood, City Recorder, P.O. Box 1699, Lexington, TN 38351	Personal Property Tax
154.	City of Louisville	P.O. Box 510, Louisville, MS 39339	Business License
155.	City of Louisville	P.O. Box 510, Louisville, MS 39339	Personal Property Tax
156.	City of Madison Treasurer	P.O. Box 2999, Madison, WI 53701-2999	Personal Property Tax
157.	City of Madisonville KY	Director Of Finance, P.O. Box 1270, Madisonville, KY 42431	Business License
158.	City of Magee	123 Main Ave N, MA gee, MS 39111	Business License
159.	City of Marinette	C/O City Clerk's Office, 1905 Hall Avenue, Marinette, WI 54143-1716	Business License
160.	City of Marinette	C/O City Clerk's Office, 1905 Hall Avenue, Marinette, WI 54143-1716	Personal Property Tax
161.	City of McAllen Tax Office	311 North 15th, McAllen, TX 78505-0220	Personal Property Tax
162.	City of Mccomb	P.O. Box 667, Mccomb, MS 39649	Business License
163.	City of Memphis	Treasurer, P.O. Box 185, Memphis, TN 38101	Personal Property Tax
164.	City of Meridian	P.O. Box 1430, Meridian, MS 39302-1430	Business License
165.	City of Mexico	300 North Coal Street, Mexico, MO 65265	Business License

No.	Vendor	Address	Tax Type
166.	City of Mobile	P.O. Drawer 1169, 205 Gvt St So.Twr 2Nd Flr, Mobile, AL 36633-1169	Business License
167.	City of Mobile	Revenue Department, Dept # 1530, P.O. Box 11407, Birmingham, AL 35246-1530	Business License
168.	City of Monroe	P.O. Box 147, Monroeville, AL 36461	Business License
169.	City of Montgomery	% Compass Bank, P.O. Box 830469, Birmingham, AL 35283-0469	Business License
170.	City of Montgomery License & Rev	Department Rbt #3, P.O. Box 830525, Birmingham, AL 35283	Business License
171.	City of Murfreesboro	P.O. Box 1139, Murfreesboro, TN 37133-1139	Personal Property Tax
172.	City of Muscle Shoals	2010 Avalon Avenue, Muscle Shoals, AL 35662	Business License
173.	City of New Albany	P.O. Box 56, New Albany, MS 38652-0056	Business License
174.	City of New Iberia	457 E Main St, Suite 304, New Iberia, LA 70560	Business License
175.	City of Northport	3500 McFarland Blvd, Northport, AL 35476	Business License
176.	City of Olive Branch	9200 Pigeon Roost Rd, Olive Branch, MS 38654	Business License
177.	City of Opelika	Revenue Department, P.O. Box 390, Opelika, AL 36803-0390	Business License
178.	City of Oxford	107 Courthouse Sq, Oxford, MS 38655	Business License
179.	City of Paducah	P.O. Box 9001241, Louisville, KY 40290-1241	Municipal Tax
180.	City of Paducah	P.O. Box 9001241, Louisville, KY 40290-1241	Business License
181.	City of Pascagoula	P.O. Drawer 908, , Pascagoula, MS 39568-0908	Business License
182.	City of Pelham	P.O. Box 1238, Pelham, AL 35124	Business License
183.	City of Pell City	1905 1st Ave North, Pell City, AL 35125	Business License

No.	Vendor	Address	Tax Type
184.	City of Phenix City	Department Of Finance, 601 12th Street, Phenix City, AL 36867	Business License
185.	City of Philadelphia	525 Main St, Philadelphia, MS 39350	Business License
186.	City of Picayune	200 Hwy 11 South, Picayune, MS 39466	Business License
187.	City of Portland	111 SW Columbia Street #600, Portland Or 97201-5840	Business Tax
188.	City of Portland	P.O. Box 9250, Portland, Or 97207	Metro Sh Business Income Tax
189.	City of Prattville	P.O. Box 680190, Prattville, AL 36068	Business License
190.	City of Rice Lake	Clerk-Treasurer's Office, 30 East Eau Claire Street, Rice Lake, WI 548680000	Personal Property Tax
191.	City of Richland	P.O. Box 180609, Richland, MS 39218	Business License
192.	City of Ridgeland	P.O. Box 217, Ridgeland, MS 39158	Business License
193.	City of Roanoke	P.O. Box 1270, , Roanoke, AL 36274	Business License
194.	City of Rolla	Finance Department, P.O. Box 979, Rolla, MO 65402	Business License
195.	City of Savannah	Revenue Department, 305 Fahm Street, Savannah, GA 31402-1228	Business License
196.	City of Savannah	Revenue Department, 305 Fahm Street, Savannah, GA 31402-1228	Personal Property Tax
197.	City of Scottsboro	Scottsboro City Hall, 316 S Broad St, Scottsboro, AL 35768	Business License
198.	City of Sedalia	200 South Osage, Sedalia, MO 65301	Business License
199.	City of Senatobia	P.O. Box 1020, Senatobia, MS 38668-1020	Business License
200.	City of Sevierville TN	P.O. Box 5500, Sevierville, TN 37864	Personal Property Tax
201.	City of Sheboygan	828 Center Ave, Suite 110, Sheboygan, WI 53081	Personal Property Tax
202.	City of Shreveport	Revenue Division, P.O. Box 30168, Shreveport, LA 71130-0168	Business License

No.	Vendor	Address	Tax Type
203.	City of Simpsonville	Business License, 118 Ne Main St, Simpsonville, SC 29681	Business License
204.	City of Slidell	Occupational License, P.O. Box 828, Slidell, LA 70459	Business License
205.	City of Somerset	City Clerk's Office, P.O. Box 989, Somerset, KY 42502	Personal Property Tax
206.	City of Somerset, Net Profits Tax Division	P.O. Box 989, Somerset, KY 42502	Municipal Tax
207.	City of Southaven	Office Of The City Clerk, 8710 Northwest Drive, Southaven, MS 38671	Business License
208.	City of Starkville	110 West Main St, Starkville, MS 39759	Business License
209.	City of Sulphur	Occupational License, P.O. Box 1309, Sulphur, LA 70664	Business License
210.	City of Superior	Ashley Puetz Finance Director, 1316 N 14th St, Superior, WI 548800000	Personal Property Tax
211.	City of Sylacauga	301 N Broadway Ave, Sylacauga, AL 35150	Business License
212.	City of Thomasville	P.O. Box 127, Thomasville, AL 36784-0127	Business License
213.	City of Thomson	P.O. Box 1017, Thomson, GA 30824	Business License
214.	City of Toccoa	203 N Alexander Street, P.O. Box 579, Toccoa, GA 30577	Personal Property Tax
215.	City of Tupelo	P.O. Box 1485, Tupelo, MS 38802-1485	Business License
216.	City of Valley	20 Fob James Dr, Valley, AL 36854	Business License
217.	City of Vicksburg	P.O. Box 150, Vicksburg, MS 39181-0150	Business License
218.	City of Waukegan	100 N Martin Luther King Jr Avenue, Waukegan, IL 60085	Business License
219.	City of Waveland	301 Coleman Ave, Waveland, MS 39576	Business License
220.	City of Waynesboro	714 Wayne Street, Waynesboro, MS 39367	Business License
221.	City of West Bend Treasurer	1115 S Main St, West Bend, WI 530950000	Personal Property Tax

No.	Vendor	Address	Tax Type
222.	City of West Columbia	P.O. Box 4044, West Columbia, SC 29171	Business License
223.	City of West Monroe	Acct: 29509-1036445, 2305 North 7th St, West Monroe, LA 71291	Business License
224.	City of West Plains	P.O. Box 710, West Plains, MO 65775	Business License
225.	City of Wiggins	177 First St, Wiggins, MS 39577	Business License
226.	City of Winona	P.O. Box 29, Winona, MS 38967	Business License
227.	Clark County License Commissioner	Attn: Linda Goodman, P.O. Box 369, Grove Hill, AL 36451	Business License
228.	Clark County Sheriff	17 Cleveland Ave, Winchester, KY 40391	Personal Property Tax
229.	Clark County Treasurer	34 South Main, Room 103, Winchester, KY 40391	Municipal Tax
230.	Clarke County Tax Commissioner	Revenue Commissioner, 114 Court Street, Grove Hill, AL 36451	Personal Property Tax
231.	Clayton County Tax Commissioner	Permits & License, 121 S. McDonough St. Annex 2, Jonesboro, GA 30236-3694	Personal Property Tax
232.	Cleveland County Treasurer	Jim Reynolds, 201 S Jones Ste 100, Norman, OK 73069	Personal Property Tax
233.	Coffee Cnty Revenue Commissioner	P.O. Box 411, Enterprise, AL 36331-1690	Personal Property Tax
234.	Colbert County Judge of Probate	P.O. Box 47, Tuscumbia, AL 35674	Personal Property Tax
235.	Colbert County Revenue Commission	P.O. Box 741010, Tuscumbia, AL 35674	Personal Property Tax
236.	Colleton County SC	P.O. Box 8, Walterboro, SC 29488-0001	Personal Property Tax
237.	Colorado Department of Revenue	Denver Co 80261- 0005	Income Tax
238.	Columbus Consolidated Gov	Occupation Tax Section, 100th Tenth St, Columbus, GA 31902-1397	Business License
239.	Columbus Development Company LLC	1302 West Pioneer Parkway, Peoria, IL 61612	Real Estate

No.	Vendor	Address	Tax Type
240.	Comanche County	Rhonda Brantley Treasurer, 315 SW 5th Street Room 300, Lawton, OK 73501-4371	Personal Property Tax
241.	Commerce Center LLC	1124 Park West Blvd, Suite 101, Mount Pleasant, SC 29466	Real Estate
242.	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Income Tax
243.	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Income and Franchise Tax
244.	Commonwealth of Kentucky Department of Revenue	Frankfort, KY 40620- 0021	Sales and Use Tax
245.	Comptroller of Public Accounts	P.O. Box 149348, Austin TX 78714-9348	Franchise Tax
246.	Comptroller of Public Accounts	P.O. Box 149348, Austin TX 78714-9348	Sales and Use Tax
247.	Cook County Treasurer	P.O. Box 805438, Chicago, IL 60680-4155	Business License
248.	Cook County Treasurer	P.O. Box 805438, Chicago, IL 60680-4155	Real Estate
249.	Cordova Collection Baceline LLC	511 Broadway, Denver, Co 80203	Real Estate
250.	County of Lexington	212 S. Lake Dr., Suite 103, Lexington, SC 29072-3499	Personal Property Tax
251.	Cpc Mcalpin Square LLC	D/B/A Cpc Macalpin Square LLC, 151 Bodman Pl Ste 201, Red Bank, Nj 7701	Real Estate
252.	Crc Iv Reit LLC	D/B/A Cr West Ashley LLC, 1427 Clarkview Road Ste 500, Baltimore, MD 21264-9475	Real Estate
253.	Cullman County Judge of Probate	P.O. Box 970, Cullman, AL 35056-0970	Business License
254.	Dallas County Tax Office	P.O. Box 139066, Dallas, TX 75313-9066	Personal Property Tax
255.	Dallas County AL	Tax Collector, P.O. Box 987, Selma, AL 36702-0987	Business License

No.	Vendor	Address	Tax Type
256.	Dallas County AL	Tax Collector, P.O. Box 987, Selma, AL 36702-0987	Personal Property Tax
257.	Darla Eden Tax Commissioner	Hall County Ga, P.O. Box 1579, Gainesville, GA 30503	Personal Property Tax
258.	Darlington County Treasurer	1 Public Sq Room 203, Darlington, SC 29532-3213	Personal Property Tax
259.	Debbie J. Richards	Tax Assessor/Collector, 609 Azalea Drive, Waynesboro, MS 39367	Personal Property Tax
260.	Dekalb County Tax Commissioner	P.O. Box 100004, Atlanta, GA 30368-7545	Personal Property Tax
261.	Dekalb County-Probate	Judge Of Probate, 300 Grand Ave SW Ste 100, Fort Payne, AL 35967	Business License
262.	Delaware Division of Revenue	P.O. Box 2044, Wilmington, De 19899- 2044	Income Tax
263.	Delaware Secretary of State	401 Federal Street, Dover, De 19901	Annual Franchise Tax Report With Payment
264.	Delaware Secretary of State	401 Federal Street, Dover, De 19901	Annual LLC Payment
265.	Denton County	Michelle French-Tax Assessor/Collector, P.O. Box 90223, Denton, TX 86202-5223	Personal Property Tax
266.	Department of Financial & Professional Regulation	State Of Illinois-Cash Unit, 320 W Washington St Rm 344, Springfield, IL 62791	Business License
267.	Department of Fnance-Bowling Green Kentucky	1017 College Street, P.O. Box 430, Bowling Green, KY 42102-0430	Personal Property Tax
268.	Department of Revenue	P.O. Box 23191 Jackson, MS 39225-3191	Finance Company Tax
269.	Department of Revenue	445 E. Capitol Avenue, Pierre, Sd 57501	Income Tax
270.	Department of Revenue	P.O. Box 23191 Jackson, MS 39225-3191	Income and Franchise Tax
271.	Department of Taxation and Finance	P.O. Box 5563, Binghamton, NY 13902-5563	Income Tax
272.	Department of The Treasury Division of Taxation	P.O. Box 281, Trenton, Nj 08695-0281	Income Tax

No.	Vendor	Address	Tax Type
273.	Dickson County Trustee	Attn: Glynda Pendergrass, P.O. Box 246, Charlotte, TN 370360000	Personal Property Tax
274.	Director of Finance	P.O. Box 550, Elizabethtown, KY 42702-0550	Municipal Tax
275.	Dorchester County	Delinquent Tax Collector's Office, 201 Johnston Street, St. George, SC 29477	Business License
276.	Dorchester County Treasurer	Dorchester County Real Estate Tax, P.O. Box 936782, Atlanta, GA 31193-6782	Personal Property Tax
277.	Dunklin County Courthouse	Kathy Rasberry Collector, P.O. Box 445, Kennett, MO 638570445	Business License
278.	Dyer County Trustee	101 W Court St, P.O. Box 1360, Dyersburg, TN 38025-1360	Personal Property Tax
279.	East Baton Rouge Sheriff's Office	Sid J Gautreaux Iii, P.O. Box 919319, Dallas, TX 75391-9319	Personal Property Tax
280.	Ebi Holdings	P.O. Box 802, Southaven, MS 38671	Real Estate
281.	Eddie Fair Tax Collector	Hinds County Tax Collector, P.O. Box 1727, Jackson, MS 39215	Personal Property Tax
282.	Elite Properties Group Inc	P.O. Box 940166, Plano, TX 75094	Real Estate
283.	Ellis County Tax Office	Richard Rozier, 109 S Jackson St Rm-T125, Waxahachie, TX 75168-0188	Personal Property Tax
284.	Essington Shoppes LLC	P.O. Box 10740, Chicago, IL 60610	Real Estate
285.	Fayette County Public Schools	P.O. Box 55570, Lexington, KY 40555-5570	Municipal Tax
286.	Felix Diaz	Dba: Diaz F&M Holdings LLC, 316 Grayson Hwy Suite 5A, Lawrenceville, GA 30046	Real Estate
287.	Finance Director, City of Madisonville, KY	P.O. Box 1270, Madisonville, KY 42431	Municipal Tax
288.	Florence County Treasurer	Laurie Walsh Carpenter, P.O. Box 100501, Florence, SC 29502-0501	Personal Property Tax
289.	Florida Department of Revenue	P.O. Box 6440, Tallahassee Fl 32314-6440	Income Tax
290.	Fond Du Lac City Treasurer	P.O. Box 150, 160 S Macy St, Fond Du Lac, WI 54936-0150	Personal Property Tax

No.	Vendor	Address	Tax Type
291.	Forrest County Tax Collector	P.O. Box 1689, Hattiesburg, MS 39403	Personal Property Tax
292.	Four "L'S" Investments (1978) Inc.	2nd Floor - 820 West Broadway, Vancouver, Bc V5Z 1J8	Real Estate
293.	Four S Commercial LLC	8201 Preston Road, Suite 700, Justin, TX 76247	Real Estate
294.	Franchise Tax Board	P.O. Box 942857, Sacramento Ca 94257- 0500	Business Annual Tax
295.	Franchise Tax Board	P.O. Box 942857, Sacramento Ca 94257- 0500	Income Tax
296.	Galium 1333 Main LLC F/B/O	3323 Ne 163rd St, Suite 608, Atlanta, GA 30374-6168	Real Estate
297.	Garland Independent School Dis	P.O. Box 461407, Garland, TX 75046-1407	Personal Property Tax
298.	Georgetown / Scott County	P.O. Box 800, Georgetown, KY 40324	Municipal Tax
299.	Georgia Department of Revenue	P.O. Box 740239, Atlanta, Georgia 30374	Income Tax
300.	Georgia Department of Revenue	1800 Century Boulevard, Ne, Atlanta, Ga 30345	Sales and Use Tax
301.	Georgia Dept of Banking and Finance	2990 Brandywine Road Suite 200, Atlanta, GA 30341-5565 Us	Loan Fee
302.	Get Jr LLC	119 Tuscany Way, Greer, SC 29650	Real Estate
303.	Gibb Shoals Property LLC	1951 Gibb Shoals Road, Greenville, SC 29612-0273	Real Estate
304.	Greene County Trustee	204 N Cutler St. Ste 216, Greeneville, TN 37745	Personal Property Tax
305.	Greentree Plaza Ltd	5930 Lyndon B Johnson Fwy, Suite 400, Emerson, Nj 7630	Real Estate
306.	Greenville County Tax Collector	301 University Ridge Ste 700, Greenville, SC 29601-3659	Personal Property Tax
307.	Gwinnett County	Tax Commissioner, P.O. Box 372, Lawrenceville, GA 30046	Personal Property Tax
308.	Hamblen County Trustee	511 W 2nd North St, Morristown, TN 37814	Personal Property Tax
309.	Hamilton County Trustee	625 Georgia Ave, Room 210, Chattanooga, TN 37402-1494	Personal Property Tax

No.	Vendor	Address	Tax Type
310.	Hampton County Treasurer	P.O. Box 87, Hampton, SC 29924-0087	Personal Property Tax
311.	Harris County Texas	Tax Assessor-Collector, P.O. Box 4622, Houston, TX 77210-4622	Personal Property Tax
312.	Harrison County Tax	200 West Houston, Marshall, TX 75670	Personal Property Tax
313.	Harrison County Tax Collector	Sharon Nash Barnett, P.O. Box 1270, Gulfport, MS 39502	Personal Property Tax
314.	Henderson Co Trustee	John Cavness, Trustee, P.O. Box 9, Lexington, TN 38351	Personal Property Tax
315.	Holiday Crossing Baceline LLC	511 Broadway, Denver, Co 80203	Real Estate
316.	Homewood Village LLC	P.O. Box 1864, Athens, GA 30603	Real Estate
317.	Hopkins County Fiscal Court	P.O. Box 690, Madisonville, KY 42431	Municipal Tax
318.	Horry County Treasurer	Angie Jones Treasurer, Dept 98 P.O. Box 100216, Conway, SC 29528-6107	Personal Property Tax
319.	Houston County	Patrick H Davenport Judge Of Probate, P.O. Box 6406, Dothan, AL 36302	Business License
320.	Houston County Tax Commission	Mark Kushinka, 200 Carl Vinson Pkwy, Warner Robins, GA 31095	Personal Property Tax
321.	Howell County Missouri	Janey Crow, Collector, 35 Court Square Ste 201, West Plains, MO 65775	Business License
322.	Illinois Department of Revenue	P.O. Box 19038, Springfield Il 62794- 9048	Income Tax
323.	Illinois Department of Revenue	P.O. Box 19038, Springfield Il 62794- 9048	Sales and Use Tax
324.	Illinois Secretary of State	Department Of Business Services, 501 S 2Nd St, Rm 350, Springfield, IL 62756-5510	Annual Report
325.	Indian Trail Legacy Center LLC	P.O. Box 604034, Charlotte, Nc 28260-4034	Real Estate
326.	Indiana Department of Revenue	P.O. Box 7228, Indianapolis In 46207-7228	Income Tax

No.	Vendor	Address	Tax Type
327.	Indiana Department of Revenue	100 N Senate Ave, Indianapolis, IN 46204	Sales and Use Tax
328.	Indiana Secretary of State	200 W Washington St, Indianapolis, IN 46204	Annual Report
329.	Internal Revenue Service	Ogden, Ut 84201-0009	Excise Tax
330.	Internal Revenue Service	Ogden, Ut 84201-0011	Income Tax
331.	Iowa Attorney General	Attn: Notification & Fees Admin, 1305 E. Walnut Street, Des Moines, IA 50319	Business License
332.	Iowa Department of Revenue	P.O. Box 10468, Des Moines, IA 50306- 0468	Income Tax
333.	Irving Isd Tax Office	2621 W Airport Fwy, P.O. Box 152021, Irving, TX 75015-2021	Personal Property Tax
334.	Jackson County Treasurer	P.O. Box 939, Altus, OK 73522	Personal Property Tax
335.	Jacobs Properties LLC	2380 N Ocoee St, Mcdonald, TN 37353	Real Estate
336.	Jefferson County Clerk's Office	527 W Jefferson Street, Room 100A, Louisville, KY 40202-2816	Personal Property Tax
337.	Jefferson County Dept. of Revenue	716 Richard Arrington Jr. Blvd. N., Birmingham, AL 35203	Business License
338.	Jefferson County Tax Collector	729 Maple St., Suite 36, Hillsboro, MO 63050	Personal Property Tax
339.	Jefferson County Trustee	Jennifer Boling Hall, P.O. Box 38, Dandridge, TN 37725	Personal Property Tax
340.	John M Moody	P.O. Box 2218, Florence, AL 35630	Real Estate
341.	Jones County Tax Collector	P.O. Box 511, Laurel, MS 39441	Personal Property Tax
342.	Judge of Probate	176 W. 5th St., Prattville, AL 36067	Business License
343.	Judge of Probate Russell	P.O. Box 700, , Phenix City, AL 36868-0700	Business License
344.	Kansas Department of Revenue	P.O. Box 750260, Topeka Ks 66699-0260	Income Tax
345.	Kansas Department of Revenue	P.O. Box 3506, Topeka, Ks 66625-3506	Use Tax

No.	Vendor	Address	Tax Type
346.	Kb Farrar LLC	1600 Division St, Suite 140, Nashville, TN 37203	Real Estate
347.	Kershaw County Treasurer	P.O. Box 622, Camden, SC 29021-0622	Personal Property Tax
348.	Knox County Trustee	P.O. Box 70, Knoxville, TN 37901	Personal Property Tax
349.	Laclede County Government Cntr	Toni Morris Collector, 200 North Adams Ave, Lebanon, MO 65536	Business License
350.	Lafourche Parish Government	P.O. Drawer 5548, Thibodaux, LA 70302-5548	Business License
351.	Laredo Isd Tax Office	904 Juarez Avenue, , Laredo, TX 78040	Personal Property Tax
352.	Lee Cnty Judge of Probate	Probate Judge, P.O. Box 2266, Opelika, AL 36803-2266	Business License
353.	Lee County Tax Collector	P.O. Box 271, Tupelo, MS 38802-0271	Personal Property Tax
354.	Lenoir City Finance Department	530 Hwy 321 N. Suite 102, P.O. Box 445, Lenoir City, TN 37771	Personal Property Tax
355.	LFUCG – Division of Revenue	P.O. Box 14058, Lexington, KY 40512	Municipal Tax
356.	License Commissioner	P.O. Box 1059, Florence, AL 35631	Business License
357.	Lincoln County Trustee	Mary Jane Porter, 112 Main Ave S Rm 103, Fayetteville, TN 37334	Personal Property Tax
358.	Loudon County Trustee	Chip Miller Trustee, 101 Mulberry St Ste. 203, Loudon, TN 37774	Personal Property Tax
359.	Louisiana Department of Revenue	Post Office Box 91011, Baton Rouge La 70821-9011	Income and Franchise Tax
360.	Louisiana Motor Vehicle	Commission, 3017 Kingman St, Metarie, LA 70006	Business License
361.	Louisville Metro Revenue Commission	P.O. Box 35410, Louisville, KY 40232-5410	Municipal Tax
362.	Lowndes County Tax Assessor	Greg Andrews, P.O. Box 1077, Columbus, MS 39703	Business License
363.	Macon Bibb County Tax Comm	188 Third Street, MA con, GA 31208-4503	Personal Property Tax
364.	Madison County	100 E Main St - Rm 107, Jackson, TN 38301	Personal Property Tax

No.	Vendor	Address	Tax Type
365.	Madison County Tax Collector	100 Northside Square, Huntsville, AL 35801-4820	Personal Property Tax
366.	Marinette County Treasurer	1926 Hall Ave, Marinette, WI 541430000	Personal Property Tax
367.	Marion County Treasurer	P.O. Box 6145, Indianapolis, IN 46206-6145	Personal Property Tax
368.	Marion County Treasurer	P.O. Box 275, Columbia, SC 29202-3328	Personal Property Tax
369.	Marlboro County SC	Delorice B Barrington, P.O. Box 505, Bennettsville, SC 29512-0505	Personal Property Tax
370.	Marshall Cnty Judge of Probate	425 Gunter Ave Ste 110, Guntersville, AL 35976-1199	Business License
371.	Marshall County Rev Commissioner	424 Blount Ave Ste 124, , Guntersville, AL 35976	Personal Property Tax
372.	Massie-Clarke Development Co	4131 Benttree Dr., Owensboro, KY 42304	Real Estate
373.	Mayes County Treasurer	Demecia Franklin, 1 Court Place Ste 100, Pryor, OK 74361-1010	Personal Property Tax
374.	Mazal Properties LLC	1141 N Loop 1604 E, Suite 105-440, San Antonio, TX 78232	Real Estate
375.	Memphis and Shelby County Division of Planning & Development	125 N Main St, Suite #477, Memphis, TN 38103	Business License
376.	Meriden Associates LLC	277 Fairfield Rd. Ste 205, Fairfield, Nj 7004	Real Estate
377.	Michigan Department of Treasury	P.O. Box 30803, Lansing Mi 48909	Income Tax
378.	Millan Enterprises	126 Main Street, Ste A, Clarksville, TN 37040	Real Estate
379.	Milwaukee County Treasurer	Public Portal, 901 N 9th St Room 102, Milwaukee, WI 53233	Personal Property Tax
380.	Mimco, Inc.	6500 Montana Avenue, El Paso, TX 79925	Real Estate
381.	Minnesota Department of Revenue	600 N. Robert St., St. Paul, Mn 55145- 1250	Franchise Tax
382.	Mississippi Court Collections	P.O. Box 1384, Brandon, MS 39043	Personal Property Tax

No.	Vendor	Address	Tax Type
383.	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Credit Institution Tax
384.	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Income Tax
385.	Missouri Department of Revenue	P.O. Box 700, Jefferson City, MO 65105- 0700	Sales and Use Tax
386.	Missouri Division of Finance	301 West High St Room 630, P.O. Box 716, Jefferson City, MO 65101	Business License
387.	Mobile County	3925-F Michael Blvd, P.O. Drawer 161009, Mobile, AL 36616	Business License
388.	Monroe Cnty Revenue Comm	P.O. Box 665, 65 North Alabama Ave, Monroeville, AL 36461	Business License
389.	Montgomery Cnty Judge of Pro	Business License Renewal, 101 S Lawrence St, Montgomery, AL 36101-0223	Business License
390.	Moreland Incorporated	P.O. Box 1250, Starkville, MS 39760	Real Estate
391.	Morgan County Comm of Lic	P.O. Box 668, Decatur, AL 35602-0668	Business License
392.	Mpa of Key West Ltd Ptr	1433 12th Street, Key West, Fl 33040	Real Estate
393.	Ms Mbc LLC	P.O. Box 1524, West Point, MS 39773	Real Estate
394.	Muncie Planet Re LLC	Lee/Assoc 10201 N Illinois St Ste 390, Indianapolis, IN 46290	Real Estate
395.	Muskogee County Treasurer	Kelly M. Garrett, P.O. Box 1587, Muskogee, OK 74402-1587	Personal Property Tax
396.	Nevada Financial Institution Division	Attn: Application Processing, P.O. Box 3239, Carson City, Nv 89702	Business License
397.	New Mexico Dept of Financial Institutions	2550 Cerrillos Road, 3rd Floor, P.O. Box 25101, Santa Fe, Nm 87504	Business License
398.	Newberry County Treasurer	Newberry County Treasurer, P.O. Box 206, Newberry, SC 29108	Personal Property Tax
399.	Newton Co Tax Commissioner	1113 Usher Street, Suite 101, Covington, GA 30014	Personal Property Tax
400.	North Dakota Office of State Tax Commissioner	600 E. Boulevard Ave. Dept 127, Bismarck, North Dakota 58505- 0599	Income Tax
401.	North Key Properties LLC	P.O. Box 180511, Delafield, WI 53018	Real Estate

No.	Vendor	Address	Tax Type
402.	Northwest Plaza	P.O. Box 866, Olive Branch, MS 38654	Real Estate
403.	Nueces County	P. O. Box 2810, Corpus Christi, TX 78403-2810	Personal Property Tax
404.	Occupational Tax Administrator	Owensboro, KY 42302-9008	Income Tax
405.	Occupational Tax Administrator	P.O. Box 10008, Owensboro, KY 42302-9008	Municipal Tax
406.	Office of The City Collector	501 Vine St, Poplar Bluff, MO 63901	Business License
407.	Oklahoma County Treasurer	P.O. Box 268875, Oklahoma City, OK 73126-8875	Personal Property Tax
408.	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Income Tax
409.	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Income and Franchise Tax
410.	Oklahoma Tax Commission	Oklahoma City, Ok 73194	Sales and Use Tax
411.	Oliver Creek Holdings Lllp	P.O. Box 1429, Montgomery, AL 36102	Real Estate
412.	Onalaska City Treasurer	City Hall, 415 Main St, Onalaska, WI 546502953	Personal Property Tax
413.	Orangeburg County Auditor	P.O. Box 9000, Orangeburg, SC 29116-9000	Personal Property Tax
414.	Oregon Department of Revenue	P.O. Box 14777, Salem Or 97309-0960	Excise Tax
415.	Pacific West Real Estate Income Fund LLC	P.O. Box 36799, Charlotte, Nc 28236-6799	Real Estate
416.	Panola County Tax Assessor/Collector	151 Public Square, Ste C, Batesville, MS 38606	Personal Property Tax
417.	Parish of Ascension	Robert P Webre, Sheriff/Tax Collector, P.O. Box 118, Gonzales, LA 70707-0118	Personal Property Tax
418.	Parish Sales Tax Fund	Terrebonne Parish Sales & Use Tax, P.O. Box 670, Houma, LA 70361-0670	Business License
419.	Pcdf Properties LLC	P.O. Box 208420, Dallas, TX 75320-8420	Real Estate

No.	Vendor	Address	Tax Type
420.	Pennsylvania Department of Revenue	P.O. Box 280427, Harrisburg Pa 17128-0427	Income Tax
421.	Pettis County Courthouse	Marsha L Boeschen Collector, 415 South Ohio Ste 216, Sedalia, MO 653010000	Personal Property Tax
422.	Pickens County Treasurer	Lockbox Oper/Td Bank, P.O. Box 1210, Columbia, SC 29202	Personal Property Tax
423.	Pike County Judge of Probate	Wesley H Allen, 120 W Church St, Troy, AL 36081	Business License
424.	Pike County Rev Commissioner	Curtis Blair, 120 West Church St, Troy, AL 36081	Personal Property Tax
425.	Pike County Tax Collector	Gwendolyn J Nunnery, P.O. Box 111, Magnolia, MS 39652	Personal Property Tax
426.	Pottawatomie County Treasurer	309 N Broadway Ste 202, Shawnee, OK 74801	Personal Property Tax
427.	Preston Bend Real Estate LLC	913 Thornridge, Sherman, TX 75090	Real Estate
428.	Randolph County Business License	P.O. Box 249, Wedowee, AL 36278	Business License
429.	Randolph County Collector	372 Highway Jj Suite 1G, Huntsville, MO 65229	Personal Property Tax
430.	Rapides Parish and Applicable	Municipalities, 5606 Coliseum Blvd, Alexandria, LA 71303	Business License
431.	Rby #3 Property Management LLC	4629 Macro Drive, San Antonio, TX 78265-9506	Real Estate
432.	Rcc Cross Country Plaza LLC	C/O Hackney Real Estate, P.O. Box 17710, Richmond, VA 23226	Real Estate
433.	Red Mansions Realty Management LLC	2324 Gruene Lake Drive, Suite C, New Braunfels, TX 78130	Real Estate
434.	Redus Family Limited	Partnership, 145 East Spring St., Ste. B-2, Cookeville, TN 38501	Real Estate
435.	Redus Family Ltd Partnership Llp	145 E. Spring Street, B-2, Cookeville, TN 38501	Real Estate
436.	Regency Commercial Associates LLC	Dba: Regency Csp Iv LLC, 380 N Cross Pointe Blvd, Evansville, IN 47715-4027	Real Estate
437.	Regency Commercial Associates LLC	330 Cross Pointe Blvd, Detroit, Mi 48278-0819	Real Estate

No.	Vendor	Address	Tax Type
438.	Rflp, Ltd	830 N.E. Loop 410, Suite 202, San Antonio, TX 78209	Real Estate
439.	Rhinelander City Clerk	135 S Stevens St, Rhinelander, WI 545010000	Personal Property Tax
440.	Richland County Treasurer	P.O. Box 8028, Columbia, SC 29202-8028	Business License
441.	Richland County Treasurer	P.O. Box 8028, Columbia, SC 29202-8028	Personal Property Tax
442.	Richmond County Tax Comm	530 Greene Street Room 117, Augusta, GA 30901	Personal Property Tax
443.	Rmr Coastal LLC	2324 Gruene Lake Drive, Suite C, New Braunfels, TX 78130-3745	Real Estate
444.	Robertson County Trustee	Kendra Shelton, 515 South Brown Street, Springfield, TN 37172	Personal Property Tax
445.	Ronald M. Bykowski	D/B/A Century Properties, 3717 W Elm Street, Mchenry, IL 60050	Real Estate
446.	Rsdak LLC	3423 Ashbourne Circle, Bloomington, IL 61702-1225	Real Estate
447.	Rutherford County Trustee	P.O. Box 1316, Murfreesboro, TN 37133	Personal Property Tax
448.	Saline County Tax Collector	Cindi A. Sims, P.O. Box 146, Marshall, MO 653400000	Personal Property Tax
449.	Sandlot Group LLC	7130 W. Maple Suite 210, Wichita, Ks 67209	Real Estate
450.	SC Dept of Consumer Affairs	P.O. Box 5246, Columbia, SC 29210-8004	Business License
451.	SCDCA South Carolina Dept of Consumer Affairs	P.O. Box 5246, Columbia, SC 29250	Business License
452.	Scgiv-Garners LLC	P.O. Box 724498, , Atlanta, GA 31139	Real Estate
453.	Scott County Clerk	101 E Main Street, Georgetown, KY 40324	Personal Property Tax
454.	Scott County Tax Collector	100 East 1st St, Forest, MS 39074	Personal Property Tax
455.	Sedgwick Co. Treasurer	Sedgwick Co Courthouse, P.O. Box 2961, Wichita, Ks 67201-2961	Real Estate

No.	Vendor	Address	Tax Type
456.	Sequoyah County Treasurer	120 E Chickasaw, Sallisaw, OK 74955	Personal Property Tax
457.	Sevier County Trustee	125 Court Ave Ste 212W, Sevierville, TN 37862	Personal Property Tax
458.	Shapland Realty LLC	2101 Fox Drive, Suite 103, Champaign, IL 61820	Real Estate
459.	Shelby County Tax Commissioner	P.O. Box 1298, Columbiana, AL 35051	Personal Property Tax
460.	Shelby County Trustee	P.O. Box 2751, Attn: Regina Morrison Newman, Memphis, TN 38101	Personal Property Tax
461.	Sona Four Corners LP	4141 Southwest Freeway, Suite 470, Houston, TX 77027	Real Estate
462.	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214-0032	Income Tax
463.	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214-0032	Income and Franchise Tax
464.	South Carolina Department of Revenue	P.O. Box 125, Columbia, SC 29214-0032	Sales and Use Tax
465.	Springview Shops LLC	P.O. Box 2527, Mount Pleasant, SC 29465	Real Estate
466.	St Charles County Collector	Michelle D. Mcbride, 201 N Second St - Ste 134, St Charles, Mo 63301-2889	Personal Property Tax
467.	St Clair County	Mike Bowling, 1815 Cogswell Ave Ste 212, Pell City, AL 35125	Personal Property Tax
468.	St John The Baptist Parish Tax	P.O. Box 2066, Laplace, LA 70069	Business License
469.	St Johns Investors LP	200 Wingo Way, Suite 100, Charlotte, Nc 28275-1554	Real Estate
470.	State Banking Department AL	Bureau Of Loans, P.O. Box 4600, Montgomery, AL 36104-4350	Business License
471.	State of Michigan	2501 Woodlake Circle, Okemos, Mi 48865	Annual Report
472.	State of New Hampshire	107 North Main Street, Concord, Nh 03301	Annual Report
473.	State of SC Dept Consumer Affairs	P.O. Box 5246, Columbia, SC 29250-5246	Business License

No.	Vendor	Address	Tax Type
474.	State of Utah	Dept Of Financial Institutions, P.O. Box 146800, Salt Lake City, Ut 84114-6800	Business License
475.	State of Wisconsin Dept. of Fin. Institution	4822 Madison Yards Way, North Tower, Madison, WI 53705	Annual Report
476.	Stephens Cnty Tax Commissioner	70 North Alexander St Rm 103, Toccoa, GA 30577	Personal Property Tax
477.	Stunkel Commercial LLC	Stunkel Commercial LLC, 1440 W Republic Rd Ste 144, Springfield, MO 65807	Real Estate
478.	Sue Chen Corporation	222 Municipal Dr. Ste 138, Richardson, TX 75080	Real Estate
479.	Sulphur Springs Isd	Tax Office, 631 Connally, Sulphur Springs, TX 75482	Personal Property Tax
480.	Sumter County Treasurer	13 East Canal, Sumter, SC 29150-4925	Personal Property Tax
481.	Suso 1 Highland LP	729 Thompson Lane, Suite 200, Nashville, TN 37064	Real Estate
482.	Tallapoosa Cnty Judge of Prob	Judge Of Probate, 125 N Broadnax St Rm 126, Dadeville, AL 36853-1371	Business License
483.	Tameri Dunnam, Tax Collector	Union County Tax Assessor, P.O. Box 862, New Albany, MS 38652	Personal Property Tax
484.	Tangi East LLC No 1	70325 Hwy 1077, Suite 300, Covington, LA 70433	Real Estate
485.	Tax Administrator	P.O. Box 658, Somerset, KY 42502	Municipal Tax
486.	Tax Administrators Office	321 West Main St. Room 117, Danville, KY 40422-1848	Municipal Tax
487.	Tax and Revenue Administration	9811 109 St Nw, Edmonton, Ab T5K 2L5, Canada	Income Tax
488.	Tax Assessor-Collector	P.O. Box 961018, Fort Worth, TX 76161-0018	Personal Property Tax
489.	Tax Trust Accountavenu	P.O. Box 830900, Birmingham, AL 35283-0900	Business License
490.	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Business Tax
491.	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Franchise Tax

No.	Vendor	Address	Tax Type
492.	Tennessee Department of Revenue	500 Deaderick Street, Nashville, TN 37242	Sales and Use Tax
493.	Texas City Isd	P.O. Box 48, Houston, TX 77001	Personal Property Tax
494.	The Necessity Retail REIT	38 Washington Square, Newport, RI 2840	Real Estate
495.	Tippecanoe County Treasurer	20 N 3rd Street, Lafayette, IN 47901-1218	Personal Property Tax
496.	Tipton County Trustee Office	1 Pleasant Ave Room 203, Covington, TN 38019	Personal Property Tax
497.	Tmb Properties LLC	D/B/A Tmb Properties LLC, 1951 Gibb Shoals Rd, Greenville, SC 29612	Real Estate
498.	Town of Grand Chute	Town Treasurer, 1900 W Grand Chute Blvd, Grand Chute, WI 54913-9613	Personal Property Tax
499.	Town of Greeneville	200 North College Street, Greeneville, TN 37745	Personal Property Tax
500.	Town of Lexington	P.O. Box 397, Lexington, SC 29071	Business License
501.	Town of Mountain City	Sheila Shaw City Recorder, 210 South Church Street, Mountain City, TN 37683	Personal Property Tax
502.	Town of Rib Mountain	Treasurer, 227800 Snowbird Ave, Wausau, WI 544015828	Personal Property Tax
503.	Treasurer - City of Berea, KY	212 Chestnut Street, Berea, KY 40403	Municipal Tax
504.	Troup County Tax Commissioner	100 Ridley Ave, Lagrange, GA 30240	Personal Property Tax
505.	Tsca-227 Limited Partnership	301 S. Sherman St. #100, Richardson, TX 75081	Real Estate
506.	Tuscaloosa County	714 Greensboro Ave, Room 124, Tuscaloosa, AL 35401-1891	Personal Property Tax
507.	Tuscaloosa County License Commissioner	2501 7th St., Suite 100, Tuscaloosa, AL 35401	Business License
508.	Union City	City Hall, 408 S Depot St, Union City, TN 38281	Personal Property Tax
509.	Victoria County Tax Ac	Ashley Hernandez, 205 N Bridge St Ste 101, Victoria, TX 77902-2569	Personal Property Tax

No.	Vendor	Address	Tax Type
510.	Vigo County Treasurer	Tax Processing Center, P.O. Box 1466, Indianapolis, IN 46206-1466	Personal Property Tax
511.	Village At Sandhill LLC	101 Flintlake Road, Columbia, SC 29223	Real Estate
512.	Village of Bloomingdale	201 S Bloomingdale Rd, , Bloomingdale, IL 60108-1487	Business License
513.	Village of Matteson	4900 Village Commons, Matteson, IL 60443	Business License
514.	Village of Melrose Park	1000 N. 25th Avenue, Melrose Park, IL 60160	Business License
515.	Village of North Riverside	2401 S Desplaines Ave, North Riverside, IL 60546	Business License
516.	Village of South Holland	16220 Wausau Avenue, South Holland, IL 60472	Business License
517.	Village of West Baraboo	500 Cedar St, Baraboo, WI 53913	Personal Property Tax
518.	Village Properties Inc	115 West Madison St, Pulaski, TN 38478	Real Estate
519.	Virginia Department of Taxation	P.O. Box 1500, Richmond, VA 23218- 1500	Income Tax
520.	Warren County Tax Collector	Antonia Flaggs-Jones, P.O. Box 351, Vicksburg, MS 39181	Personal Property Tax
521.	Warren County Trustee	201 Locust St Ste P1, McMinnville, TN 37111	Personal Property Tax
522.	Washington Cnty Trustee -Tn	P.O. Box 215, Jonesborough, TN 37659	Personal Property Tax
523.	Washington State Department of Revenue	2101 4th Ave Suite 1400, Seattle, WA 98121	Excise Tax
524.	Waterstone Southeast Investors LLC	Dba: Waterstone Southeast Spartan Portfolio LLC, 250 First Ave, Ste 202, Needham, MA 02494	Real Estate
525.	Waterstone Southeast Portfolio LLC	P.O. Box 20062, Pittsburgh, Pa 15251-0062	Real Estate
526.	Wcj Wilson 95 Ltd	800 Eighth Avenue Ste 340, Kroger Shopg Ctr-Wil Jennings Mngmt, Fort Worth, TX 76104	Real Estate
527.	Wells Hubbard LP	445 N Wells St. Ste #200, Chicago, IL 60654	Real Estate

No.	Vendor	Address	Tax Type
528.	West Ashley Shoppes	C/O Contenental Realty Corporation, P.O. Box 69475-415, Baltimore, MD 21264-9475	Real Estate
529.	Wharton County	Cindy Hernandez Tax A/C, P.O. Box 189, Wharton, TX 77488	Personal Property Tax
530.	White Spunner Realty Inc	3201 Dauphin St, Suite A, Mobile, AL 36606	Real Estate
531.	Whitley County Occupational Tax Office	P.O. Box 268, Williamsburg, KY 40769	Municipal Tax
532.	Whlr-Freeway Junction LLC	2929 Virginia Beach Blvd., Suite 200, Virginia Beach, VA 23452	Real Estate
533.	Whlr-Lagrange LLC	2529 Virginia Beach Blvd, Suite 200, Virginia Beach, VA 23452	Real Estate
534.	Williamsburg County Code Enforcement Office	201 West Main St, Kingstree, SC 29556	Business License
535.	Williamsburg County Treasurer	P.O. Box 150, Kingstree, SC 29556-0150	Personal Property Tax
536.	Williamson County Trustee	Karen Paris Trustee, P.O. Box 1365, Franklin, TN 370651365	Personal Property Tax
537.	Willow Court LLC	17890 Blanco Road, Suite 305, San Antonio, TX 78232	Real Estate
538.	Winston County	16540 West Main Street, Louisville, MS 39339	Personal Property Tax
539.	Wisconsin Department of Revenue	2135 Rimrock Rd, Madison, WI 53708	Income Tax
540.	Wisconsin Department of Revenue	2135 Rimrock Rd, Madison, WI 53708	Use Tax
541.	Wood Lawrenceburg Ctr LLC	321 Henry St, Lexington, KY 40508	Real Estate
542.	Wp Developments LLC	500 N Akard St, Ste 3240, Dallas, TX 75266-0394	Real Estate
543.	Wyoming Secretary of State	Herschler Building East, Suite 101, 122 W 25th Street, Cheyenne, WY 82002-0020	Annual Report
544.	Y&O 240 LLC	4 Rabel Lane #668, Oklahoma City, OK 73102	Real Estate

No.	Vendor	Address	Tax Type
545.	York County Treasurer	P.O. Box 116, York, SC 29745	Personal Property Tax

Exhibit G

CVR Agreement

[DRAFT]

CONTINGENT VALUE RIGHT AGREEMENT

BETWEEN

[REORGANIZED CURO]

AND

EQUINITI TRUST COMPANY, LLC

[●], 2024

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EXHIBITS

Exhibit A Form of CVR Exercise Notice
[Exhibit B Form of Global CVR Certificate]

CONTINGENT VALUE RIGHT AGREEMENT

This Contingent Value Right Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, this "Agreement"), dated as of [●], 2024, between [Reorganized Curo], a Delaware limited liability company (the "Company")[1], and Equiniti Trust Company, LLC, a New York limited liability trust company (the "CVR Agent"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings set forth in Section 1.

RECITALS

WHEREAS, on March 25, 2024, the Company and certain of its affiliates commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Texas, Houston Division (the "Bankruptcy Court"), and concurrently filed their *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be modified, amended, or supplemented, the "Plan");

WHEREAS, on May [●], 2024, the Bankruptcy Court entered an order confirming the Plan;

WHEREAS, in accordance with the terms and conditions of the Plan, the Company shall issue and deliver contingent value rights ("CVRs") governed by this Agreement that, upon exercise, shall be settled solely for Cash Payments (as defined herein) to the holders of Existing CURO Interests (as defined herein);

WHEREAS, each CVR is a contractual right, providing the registered owner thereof the right to receive contingent cash payments if and to the extent payable pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Company desires to appoint the CVR Agent as its agent with respect to the CVRs pursuant to the terms of this Agreement, and the CVR Agent desires to accept such appointment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Company and the CVR Agent hereto agree as follows:

Section 1. Definitions. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any references to any federal, state, local or foreign statute or law shall also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Unless the context otherwise requires: (a) a term has the meaning assigned to it by this Agreement; (b) forms of the word "include" mean that the inclusion is not limited to the items listed; (c) "or" is disjunctive but not exclusive; (d) words in the singular include the plural, and in the plural include the singular; (e) provisions apply to successive events and transactions; and (f) "hereof", "hereunder", "herein" and "hereto" refer to the entire Agreement and not any

[1] **Note to Draft**: Issuer to be confirmed pending finalization of post-emergence corporate structure and classification of the Company for U.S. federal income tax purposes, which, depending on the post-emergence corporate structure, may also require additional modifications to this Agreement.

section or subsection.

The following terms used in this Agreement shall have the meanings set forth below:

"$" means the currency of the United States.

"Accredited Investor" has the meaning set forth in Rule 501(a) under Regulation D of the Securities Act.

"Affiliate" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of the preceding sentence, "control" of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"Aggregate Implied Exercise Price" means $[●][2] plus (b) the Aggregate Incremental Capitalization, in each case as of the applicable date of determination.

"Aggregate Incremental Capitalization" means, as of any date of determination, the aggregate amount of all net cash proceeds from equity raised by the Company or its successor or ultimate parent entity (including through issuance of any Equity Securities) (a) during the period after the Original Issue Date and before or as of the applicable date of determination and (b) for purposes of funding the Company's or its successor or ultimate parent entity's, or any of their respective Subsidiaries', business operations from and after the Original Issue Date[; *provided*, that the Aggregate Incremental Capitalization amount shall be reduced dollar-for-dollar by any dividend paid or distribution made in respect of the Common Units (or other equity interests issued by the Company or its direct or indirect parent or subsidiaries) during the same period, including any special dividends issued in connection with, or as a result of, a Fundamental Change].[3]

"Aggregate Market Value" means (a) the Market Price of a Common Unit *multiplied by* (b) the number of all Common Units issued and outstanding, in each case as of the applicable date of determination.

"Applicable Procedures" means, with respect to any transfer or exchange of, any exercise of or payment of, or any notice to any holder of any CVRs evidenced by a Global CVR Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.

"Appropriate Officer" means the Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer, the Chief Legal and Administrative Officer and the Treasurer of the

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[2] **Note to Draft**: Number equal to (x) the sum of (i) the aggregate amount of the prepetition corporate-level debt of the Company (including principal, prepayment premium, interest, fees and any other amounts payable with respect to the Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes and Prepetition 2L Notes, regardless of whether allowable under the Bankruptcy Code) as of immediately prior to the Effective Date, and (ii) the aggregate amount of the DIP Term Loans and other obligations under the DIP Credit Agreement (including principal, interest, fees and any other amounts payable with respect thereto) as of immediately prior to the Effective Date, *minus* (y) the sum of (i) the outstanding principal amount of Reorganized Curo's corporate-level debt immediately after the Effective Date, and (ii) all amounts paid in cash in respect of the items described in clause (x) on the Effective Date.

[3] **Note to Draft**: Subject to further discussion.

Company, and such additional officers of the Company as may be designated as such by the Board of Directors from time to time.

"beneficial ownership" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person, such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "beneficially own" and "beneficially owned" have a corresponding meaning.

"Board of Directors" means the board of directors (or equivalent governing body) of the Company or its successor or ultimate parent entity, or any duly authorized committee of that board or equivalent governing body.

"Business Day" means any day other than Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for commercial banking business.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Units" means the limited liability company interests of the Company designated as Common Units in the LLC Agreement, or the common equity interests in any successor or ultimate parent entity of the Company.

"Company Order" means a written request or order signed in the name of the Company by an Appropriate Officer and delivered to the CVR Agent.

["Depositary" means DTC and its successors as depositary hereunder.

"DTC" means The Depository Trust Company.][4]

"Equity Securities" means, with respect to an entity, any units or shares of any class of common equity capital of such entity.

"Exchange" means the principal U.S. national or regional securities exchange on which the Common Units are then listed or, if the Common Units are not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Units are then traded.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Date" means any date of the exercise of the CVRs pursuant to Section 6.

"Existing CURO Interests" has the meaning given to it in the Plan.

[4] **Note to Draft**: Bracketed language relating to inclusion of definitions of DTC and Depositary are dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

"Fundamental Change" means any (a) acquisition of ownership, directly or indirectly, beneficially or of record, by any Person of Equity Securities representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Company, other than any transaction, including any consolidation or merger, pursuant to which the holders of the Equity Securities of the Company as of immediately prior to such transaction own Equity Securities representing fifty percent (50%) or more of the aggregate ordinary voting power of the surviving company or parent thereof immediately after such transaction (a "Change of Control Transaction"), (b) sale, lease, transfer or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (by value) to a Person other than the Company or any of its direct or indirect Subsidiaries, or (c) voluntary or involuntary liquidation, dissolution or winding up of the Company. To qualify as a Fundamental Change, a transaction must be either (X) a *bona fide* arms'-length transaction with a Person that is not a Related Party or (Y) a *bona fide* arms'-length transaction with a Related Party; provided that, in the case of this clause (Y), the Company obtains the approval of such transaction from a majority of the disinterested directors on the Board of Directors who are not Affiliates of the applicable Related Party or who were not appointed to the Board of Directors by the applicable Related Party. Notwithstanding the foregoing, none of the following shall, in and of itself, constitute a Fundamental Change: (1) any transaction for the purpose of changing the legal form of the Company or any of its Subsidiaries or parent companies, (2) any transaction undertaken in connection with and reasonably relating to the consummation of an IPO, (3) any transaction undertaken primarily in connection with and reasonably relating to intercompany or internal restructuring, (4) any recapitalization, reclassification or conversion of the equity interests of the Company or any of its Subsidiaries or parent companies in which equityholders of the Company receive securities with substantially similar economic and other rights, privileges and preferences (with respect to the surviving entity or ultimate parent entity thereof) as those possessed by the equity interests of the Company held by such equityholder (with respect to the Company), and in the same *pro rata* proportion as the relative number of equity interests held by such equityholders in the Company, in each case immediately prior to the consummation of such transaction, or (5) any other transactions similar to the foregoing, or for similar, complementary or related purposes, which in each case are not in the nature of a third-party merger or acquisition.

["Global CVR Certificate" means a certificate for CVRs in global form, deposited with or on behalf of and registered in the name of the Depositary or its nominee, that has the "Schedule of Decreases of CVRs" attached thereto, substantially in the form attached as Exhibit B.]

"Governmental Entity" means United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

"Holder" means a Person in whose name a CVR is registered in the CVR Register.

"IPO" means an underwritten public offering of Equity Securities of the Company (or a successor or ultimate parent entity) that results in such common Equity Securities of the Company or such successor or ultimate parent entity being listed on a Principal Exchange that results in no less than $50 million of proceeds.

"LLC Agreement" means the Limited Liability Company Agreement of the Company, effective as of the Effective Date (as defined in the Plan), as amended from time to time.

"Market Price" means (a) if the Common Units are listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, the volume-weighted average price of such Common Units as reported in composite transactions for United States exchanges and quotation systems for the twenty (20) consecutive Trading Days immediately preceding the applicable date of determination, as displayed under the heading "Bloomberg VWAP" on the applicable Bloomberg page (or if Bloomberg is no longer reporting such price information, such other service reporting similar information as shall be selected by the Company) for such Common Units in respect of the period from the scheduled open of trading twenty (20) Trading Days prior to the applicable date of determination until the scheduled close of trading of the primary trading session on the Trading Day immediately preceding the applicable date of determination (unless the Common Units have been listed on a Principal Exchange for less than twenty (20) Trading Days prior to the applicable date of determination, in which case the Market Price shall be the volume-weighted average price of a Common Unit for however many Trading Days the Common Units have been listed prior to the applicable date of determination); (b) if the Common Units are not listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, but are listed on any other Exchange, the volume-weighted average price of such Common Units on such Exchange for the twenty (20) consecutive Trading Days immediately preceding the applicable date of determination, as reported by such Exchange, or, if not so reported, a service reporting such information as shall be selected by the Company (unless the Common Units have been listed on such Exchange for less than twenty (20) Trading Days prior to the applicable date of determination, in which case the Market Price shall be the volume-weighted average price of a Common Unit for however many Trading Days the Common Units have been listed prior to the applicable date of determination); or (c) in the case of Common Units not covered by clauses (a) and (b) above, the Market Price of such Common Units shall be determined by (i) the Board of Directors, in its reasonable good faith judgment, or (ii) if the applicable Holder shall have a good faith objection to the Market Price so determined by the Board of Directors and notifies the Board of Directors of such objection within twenty (20) Business Days of receiving the Board of Directors' determination of the Market Price in the Market Price Notice (as defined herein), then by a nationally recognized valuation firm selected by the Board of Directors (the "Valuation Bank"), using one or more valuation methods that the Valuation Bank in its best professional judgment determines to be most appropriate; provided that in the event of a determination of Market Price at a time that the Company is party to a definitive agreement for a Change of Control Transaction or a private sale transaction as described in Section 6(b)(ii), the Market Price shall be equal to the total amount of consideration to be received in respect of a Common Unit in such Change of Control Transaction or private sale transaction described in Section 6(b)(ii), it being agreed, in the case of any non-cash consideration, that (x) to the extent such non-cash consideration consists of Equity Securities that are listed on a Principal Exchange or any other Exchange, the amount of such consideration shall be determined in accordance with clauses (a) and (b) above, which shall be applied to such securities *mutatis mutandis* as if they were Common Units, and (y) with respect to any other non-cash consideration, the amount of such consideration shall be the fair market value thereof, as determined by the Board of Directors in its reasonable good faith judgment.

"Original Issue Date" means the Effective Date (as defined in the Plan).

"outstanding" when used with respect to any CVRs, means, as of the time of determination, all CVRs theretofore originally issued under this Agreement except (a) CVRs that have been exercised pursuant to Section 6, (b) CVRs that have expired, terminated or become void or canceled pursuant to this Agreement and (c) CVRs that have otherwise been acquired by the Company.

"Permitted Transfer" means: (a) the Transfer (upon the death of the Holder) by will or intestacy; (b) a Transfer by instrument to an *inter vivos* or testamentary trust in which the CVRs are to be passed to beneficiaries upon the death of the grantor or the trustee, as applicable; (c) Transfers to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, (d) Transfers to any beneficiaries of the Holder, including immediate family members or to any custodian or trustee of any trust, partnership, or limited liability company for the direct or indirect benefit of the Holder or the immediate family of the Holder, (e) Transfers to any family member of the Holder, or any entity all of the interests of which are held directly or indirectly for the benefit of any one or more family members of the Holder, in connection with the Holder's estate or tax planning, retirement or similar arrangements, (f) Transfers made pursuant to a court order of a court of competent jurisdiction in connection with divorce, bankruptcy or liquidation; or (g) a Transfer made by operation of law (including a consolidation or merger) or in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity, in each such case made in compliance with applicable securities laws. A "Permitted Transferee" means any transferee in a Permitted Transfer.

"Person" means any natural person, corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, trust, estate, Governmental Entity or other entity or organization.

"Plan Effective Date" means the Effective Date (as defined in the Plan).

"Principal Exchange" means each of the following Exchanges: The New York Stock Exchange, NYSE American, The NASDAQ Global Market and The NASDAQ Global Select Market (or any of their respective successors).

"Pro Rata Percentage" means, with respect to a Holder, the percentage equal to (a) the total number of CVRs held by such Holder as of the applicable date of determination, *divided by* (b) the number of Initial CVRs.

"Related Party" means (a) any director, officer or Affiliate of the Company or any of its Subsidiaries, and (b) each equityholder of the Company with a Governance Percentage Interest (as such term is defined in the LLC Agreement as of the date of this Agreement) in excess of 5% at the time of the relevant determination (calculated on an aggregate basis together with any other equityholders that are Affiliates of the relevant equityholder, and any of its or their related funds, investment vehicles and managed accounts), and each of their Affiliates and portfolio companies.

"Required CVR Holders" means Holders [(or beneficial holders in the case of CVRs evidenced by a Global CVR Certificate)] holding a majority of the then-outstanding CVRs and/or the interests therein.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means, with respect to any Person, any corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, or other entity or organization, whether incorporated or unincorporated, (a) of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions, (b) of which such first Person is a general partner or managing member or (c) that is otherwise controlled by such first Person.

"Trading Day" means a day on which trading in the Common Units (or other applicable security) generally occurs on the principal exchange or market on which the Common Units (or other applicable security) are then listed or traded.

"Transfer" means any transfer, sale, assignment, pledge, hypothecation or other disposition, whether direct or indirect and whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign. The term "Transferred" shall have a correlative meaning.

Section 2. Issuance of CVRs; Appointment of CVR Agent.

(a) The CVRs represent the contractual rights of Holders to receive Cash Payments if and to the extent payable pursuant to the terms of this Agreement. On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan, on the Original Issue Date the Company shall issue and cause to be delivered to holders of Existing CURO Interests [the CVRs in global form registered in the name of Cede & Co., as nominee for DTC, by causing DTC (subject to Section 2(b)) to credit the account or accounts in which such holders held their respective Existing CURO Interests immediately prior the Plan Effective Time,][5] the aggregate number of CVRs to be issued hereunder, *pro rata* based on the number of Existing CURO Interests held by each such holder immediately prior to the Plan Effective Time.

(b) [Prior to the Original Issue Date or as soon as reasonably practicable thereafter, the Company, to the extent possible, shall (i) cause the CVRs to be declared eligible for clearance and settlement through DTC and (ii) cause DTC to credit the CVRs to the account or accounts in which the holders of Existing CURO Interests held their respective Existing CURO Interests in accordance with Section 2(a).]

(c) The Company hereby appoints the CVR Agent to act as agent for the Company with respect to the CVRs in accordance with the express terms and on the conditions set forth in this Agreement, and the CVR Agent hereby accepts such appointment.

(d) The maximum aggregate number of CVRs that may be outstanding under this Agreement is limited to the number of CVRs that are issued hereunder in accordance with Section 2(a), which number is [●] and which CVRs were outstanding as of the Original Issue Date (the "Initial CVRs"). The number of outstanding CVRs at any given time may be less than the number of Initial CVRs, if reduced in accordance with Section 7. From and after the Original

[5] **Note to Draft**: Bracketed language relating to the CVRs being held through DTC is dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

Issue Date, the Company shall not be permitted to issue any additional CVRs under this Agreement.

(e) The CVRs shall entitle each Holder thereof, upon proper exercise, to receive from the Company an amount in cash equal to (i) such Holder's Pro Rata Percentage as of the Exercise Date, *multiplied by* (ii) (A) 7.5%, *multiplied by* (B) the difference calculated as (x) the Aggregate Market Value as of the Exercise Date *less* (y) the Aggregate Implied Exercise Price as of the Exercise Date (such cash amount, the "Cash Payment"). For the avoidance of doubt, if the foregoing calculation of the Cash Payment to be made results in zero or a negative number, then no Cash Payment shall be due.

Section 3. No Certificate; Register; Delivery of Book-Entry CVRs.

(a) The CVRs shall not be certificated[other than in the form of a Global CVR Certificate registered in the name of the Depositary or its nominee]. [The CVRs shall be issued by book-entry registration ("Book-Entry CVRs"), registered in the names of the Holders of such CVRs.] The CVR Agent shall keep a register (the "CVR Register") for the registration of CVRs in a book-entry position for each Holder. The CVR Register shall set forth the name and address of each Holder and the number of CVRs held by such Holder. The CVR Register will be updated as necessary by the CVR Agent to reflect the removal of Holders (including in accordance with Section 7), and upon receipt of such information with respect to any new Holder by the CVR Agent. The parties hereto and their Affiliates or representatives may receive and inspect a copy of the CVR Register, from time to time, upon request made to the CVR Agent.

(b) [Upon written order of the Company, the CVR Agent shall register in the CVR Register the Book-Entry CVRs.]

Section 4. [Global CVR Certificates.

(a) So long as a Global CVR Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Agreement with respect to the CVRs evidenced by such Global CVR Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the CVR Agent and any agent of the Company or the CVR Agent as the absolute owner of such CVRs, and as the sole Holder of such Global CVR Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such CVRs will be shown only on records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the CVR Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the CVR Agent or any agent of the Company or the CVR Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(b) Any holder of a beneficial interest in CVRs evidenced by a Global CVR Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that ownership of a beneficial interest in CVRs evidenced by a Global

CVR Certificate shall be reflected solely in book-entry form through a book-entry system maintained by the Depositary as the Holder of such Global CVR Certificate (or its agent).

(c) Transfers of a Global CVR Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees.

(d) The holder of a Global CVR Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder of a CVR is entitled to take under this Agreement or such Global CVR Certificate.

(e) Each Global CVR Certificate will evidence such of the outstanding CVRs as will be specified therein and each shall provide that it evidences the aggregate number of outstanding CVRs from time to time endorsed thereon and that the aggregate number of outstanding CVRs evidenced thereby may from time to time be reduced, to reflect exercises, expirations or cancellations. Any endorsement of a Global CVR Certificate to reflect the amount of any decrease in the aggregate number of outstanding CVRs evidenced thereby will be made by the CVR Agent in accordance with Section 7.

(f) At such time as all CVRs evidenced by a particular Global CVR Certificate have been exercised, terminated, become void or expired in whole and not in part, such Global CVR Certificate shall, if not in custody of the CVR Agent, be surrendered to or retained by the CVR Agent for cancellation.

(g) The Company initially appoints DTC to act as Depositary with respect to any Global CVR Certificates.]

Section 5. Transferability; Change of Address.

(a) The CVRs shall not be Transferred other than [(a) the Transfer of the Global CVR Certificate in accordance with Section 4(c) and (b)] in a Permitted Transfer to a Permitted Transferee in compliance with applicable securities laws and the procedural requirements of this Agreement, including Section 5(b). Any final determination regarding whether a proposed transferee is a Permitted Transferee shall be made by the Company, in its discretion, pursuant to Section 5(b). Any attempted Transfer of CVRs, in whole or in part, in violation of this Section 5(a) shall be void *ab initio* and of no effect. The CVRs will not be listed on any quotation system or traded on any securities exchange. It is the intention of the parties that the CVRs not be, or deemed to be, securities as defined in the Securities Act and applicable U.S. securities laws and regulations.

(b) Subject to the restrictions on transferability set forth in Section 5(a), every request made to Transfer a CVR to a Permitted Transferee must be made in writing to the Company and the CVR Agent and set forth in reasonable detail the circumstances related to the proposed Transfer, and such request must be accompanied by a written instrument or instruments of transfer and any other requested information or documentation in a form reasonably satisfactory to the Company and the CVR Agent, duly and validly executed by the registered Holder or Holders thereof or by the duly appointed legal representative thereof or by a duly authorized attorney. Upon receipt of such a written Transfer request, the Company shall, subject to its reasonable

determination that the Transfer instrument is in proper form and the Transfer otherwise complies with the other terms and conditions of this Agreement (including the provisions of Section 5(a)), instruct the CVR Agent in writing to register the Transfer of the CVRs in the CVR Register. All duly Transferred CVRs registered in the CVR Register shall be the valid obligations of the Company, evidencing the same rights and entitling the transferee to the same benefits and rights under this Agreement as those held immediately prior to the Transfer by the transferor. No Transfer of a CVR shall be valid until registered in the CVR Register, and any Transfer not duly registered in the CVR Register will be void *ab initio* (unless the Transfer was permissible hereunder and such failure to be duly registered is attributable to the fault of the CVR Agent to be established by clear and convincing evidence). Any Transfer of the CVRs shall be without charge to the Holder; provided that the Company and the CVR Agent may require (i) evidence of payment of a sum sufficient to cover any stamp, documentary, registration, or other tax or governmental charge that is imposed in connection with such Transfer or the registration of such Transfer (or evidence that such taxes and charges are not applicable), or (ii) that the transferor establish to the reasonable satisfaction of the CVR Agent that such taxes have been paid. The CVR Agent shall have no obligation to pay any such taxes or charges and the CVR Agent shall have no duty or obligation to take any action under any section of this Agreement that requires the payment by a Holder of such taxes or charges unless and until the CVR Agent is satisfied that all such taxes or charges have been paid. Additionally, the fees and costs related to any legal opinion requested under this Section 5(b) shall be the responsibility of the Holder.

(c) A Holder may make a written request to the CVR Agent to change such Holder's address of record in the CVR Register. The written request must be duly and validly executed by the Holder. Upon receipt of such written notice, the CVR Agent shall promptly record the change of address in the CVR Register.

Section 6. Duration and Exercise of CVRs.

(a) Subject to the terms of this Agreement, including Section 8 hereof, each Holder shall be entitled to exercise the CVRs held by such Holder on any Business Day from and after the Original Issue Date until 5:00 p.m., New York City time, on the tenth (10th) anniversary of the Original Issue Date or, if not a Business Day, then the next Business Day thereafter (the "Expiration Date"). At 5:01 p.m., New York City time, on the Expiration Date (or immediately prior to such earlier time as the CVRs may be canceled pursuant to Section 8 in connection with a Fundamental Change), any CVRs in respect of which no CVR Exercise Notice has been received ("Unexercised CVRs") shall be deemed to be automatically exercised by the applicable Holders for the purposes of this Agreement (without the requirements of Section 6(b) and Section 6(c) below being completed), it being understood, for the avoidance of doubt, that the Cash Payment due upon such exercise shall be calculated pursuant to Section 2(e) and there is no certainty that a Cash Payment will be due.

(b) Subject to the terms of this Agreement, the CVRs may only be exercised as follows:

(i) at any time following the consummation of an IPO; and

(ii) for twenty (20) Business Days following the receipt of notice pursuant to Section 9(c) of the consummation of any private sale by the Company of Common Units or other Equity Securities of the Company or its Subsidiaries or direct or indirect parent for aggregate cash consideration of not less than $50,000,000.

(c) In order to validly exercise the CVRs, a Holder must provide a written notice of such Holder's election ("CVR Exercise Notice") to exercise the CVRs held by such Holder to the Company and the CVR Agent in accordance with the notice information set forth in Section 15 by no later than 5:00 p.m., New York City time, on the earlier of (i) the Expiration Date and (ii) if the CVRs are being exercised pursuant to Section 6(b)(ii), the last day of the 20 Business Day period referred to in Section 6(b)(ii), which CVR Exercise Notice shall be substantially in the form set forth in Exhibit A hereto, properly completed and duly executed by the Holder (such Holder who provides a valid CVR Exercise Notice, an "Exercising Holder").

(d) Any exercise of CVRs pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms; provided that if upon such exercise, the Market Price is determined pursuant to clause (c) of the definition thereof, the Holder may withdraw its CVR Exercise Notice no later than twenty (20) Business Days after receiving the Market Price Notice.

(e) The CVR Agent shall:

(i) examine all CVR Exercise Notices and all other documents delivered to it by or on behalf of the Holders as contemplated hereunder to ascertain whether or not, on their face, such CVR Exercise Notices and any such other documents have been executed and completed in accordance with their terms and the terms and conditions hereof;

(ii) where a CVR Exercise Notice or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the CVRs exists, (A) inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled; and (B) inform the Company of and cooperate with and assist the Company in resolving any discrepancies between CVR Exercise Notices received and delivery of CVRs to the CVR Agent's account; and

(iii) advise the Company no later than three (3) Business Days after receipt of a CVR Exercise Notice, of (A) the receipt of such CVR Exercise Notice and the number of CVRs exercised in accordance with the terms and conditions of this Agreement and (B) such other information as the Company shall reasonably require.

(f) All questions as to the validity, form and sufficiency (including time of receipt) of a CVR Exercise Notice will be determined by the Company in good faith and its reasonable discretion. The CVR Agent shall incur no liability for or in respect of such determination by the Company. The Company reserves the right (acting in good faith and using its reasonable discretion) to reject any and all CVR Exercise Notices not in proper form in any material respect. Moreover, the Company reserves the absolute right to waive any of the

conditions to the exercise of CVRs or defects in CVR Exercise Notices with regard to any particular exercise of CVRs.

(g) As soon as practicable after the final determination of any Cash Payment due to an Exercising Holder as set forth herein, (i) the Company shall deposit an amount in cash equal to (A) the Cash Payment due to such Exercising Holder *plus* (B) the aggregate sum of any Cash Payments due to other Exercising Holders with respect to whom final determinations of Cash Payments due are made at substantially the same time, with the CVR Agent on behalf of all such Exercising Holders (such amount, together, the "Aggregate Cash Payments"), and (ii) the CVR Agent shall transfer to each Exercising Holder from the Aggregate Cash Payments an amount equal to the Cash Payment due to such Exercising Holder by check mailed to the address of such Exercising Holder as reflected in the CVR Register, or, if an Exercising Holder has provided the CVR Agent with wire transfer instructions meeting the CVR Agent's requirements prior to the date on which the Company deposits the Aggregate Cash Payments with the CVR Agent, by wire transfer of immediately available funds to such account(s) specified in such wire transfer instructions, in each case within five (5) Business Days of receipt by the CVR Agent of the Aggregate Cash Payments from the Company (the date on which the applicable Cash Payment is made to an Exercising Holder by the CVR Agent, the "CVR Payment Date")[; provided that any Cash Payments to be made to holders of beneficial interests in CVRs evidenced by a Global CVR Certificate shall be made to such beneficial holders in accordance with the Applicable Procedures].

(h) The Company and the CVR Agent will be entitled to deduct and withhold, or cause to be deducted or withheld, from the Cash Payments or any other amount payable pursuant to this Agreement, such amount as the Company or the CVR Agent is required to deduct and withhold with respect to the making of any such payment under the Code, or any provision of state, local or non-U.S. tax law. The Holders will deliver to the Company or the CVR Agent, as applicable, at the time or times reasonably requested by the Company or the CVR Agent, as applicable, such properly completed and executed documentation reasonably requested by the Company or the CVR Agent, as applicable, as will permit the Company or the CVR Agent to determine the appropriate amount of withholding. To the extent that amounts so deducted or withheld are paid over to or deposited with the relevant Governmental Entity, deducted or withheld amounts will be treated for all purposes of this Agreement as having been paid to a Holder in respect of which such deduction and withholding was made.

(i) If the Company requests in writing to the CVR Agent, any funds comprising the Aggregate Cash Payments deposited by the Company with the CVR Agent under Section 6(g) that remain undistributed to an Exercising Holder twelve (12) months after the applicable CVR Payment Date shall be delivered to the Company by the CVR Agent and the applicable Exercising Holder who has not theretofore received payment in respect of its applicable CVRs shall thereafter look only to the Company for payment of such amounts, subject to any applicable escheatment laws in effect from time to time. Upon delivery of such funds to the Company, the escheatment obligations of the CVR Agent with respect to such funds shall terminate. Notwithstanding any other provisions of this Agreement, any portion of the funds provided by or on behalf of the Company to the CVR Agent that remains unclaimed thirty-six (36) months after termination of this Agreement in accordance with Section 19 (or such earlier date immediately prior to such time as such amounts would otherwise escheat to, or become property of, any Governmental Entity) shall, to the extent permitted by law, become the property of the Company, free and clear of any

claims or interest of any Person previously entitled thereto, subject to any applicable escheatment laws in effect from time.

(j) All funds received by the CVR Agent under this Agreement that are to be distributed or applied by the CVR Agent in the performance of services hereunder (the "Funds") shall be held by the CVR Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the CVR Agent in its name as agent for the Company, and such funds shall be free of any claims by the Company other than reversionary rights and as set forth in Section 6(i), and separate from any potential bankruptcy estate of the Company. Until paid pursuant to the terms of this Agreement, the CVR Agent will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The CVR Agent shall have no liability for any diminution of the Funds that may result from any deposit made by the CVR Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party, except as a result of the CVR Agent's willful misconduct, fraud, bad faith or gross negligence (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything to the contrary herein, the Company shall be responsible for providing the CVR Agent with sufficient funds to satisfy its payment obligations to Holders.

Section 7. Cancellation of CVRs. If (a) an Exercising Holder exercises the CVRs held by it (and does not validly withdraw its CVR Exercise Notice pursuant to Section 6(d)) or (b) any CVRs are abandoned in accordance with Section 11, such exercised or abandoned CVRs, as applicable, shall thereupon be canceled, and the CVR Agent shall amend the CVR Register accordingly to reflect the cancellation of such CVRs. [In the case of the cancellation of CVRs evidenced by a Global CVR Certificate, the CVR Agent shall cause the custodian of DTC to endorse the "Schedule of Decreases of CVRs" attached to such Global CVR Certificate to reflect the CVRs being canceled.]

Section 8. Fundamental Changes. In the event that the Company shall, at any time or from time to time after the Original Issue Date while the CVRs remain outstanding and unexpired in whole or in part, consummate a Fundamental Change, any Unexercised CVRs shall be deemed to be automatically exercised by the applicable Holders as set forth in Section 6(a) and each CVR shall be automatically canceled effective upon the date of consummation of such Fundamental Change (after which such CVR shall be void and may no longer be exercised) for no consideration other than as set forth in Section 6(a) (and for the avoidance of doubt no new CVRs shall be issued).

Section 9. Required Notices to Holders.

(a) If the Company enters into a definitive agreement in connection with, or the Board resolves to approve the Company's entry into or undertaking of, a Fundamental Change, the Company shall give written notice (a "Company Fundamental Change Notice") to the CVR Agent as soon as reasonably practicable but not less than ten (10) Business Days prior to the effective date of such Fundamental Change (or the applicable record date for such Fundamental Change if earlier), and the CVR Agent shall provide written notice (a "Holder Fundamental Change Notice") to the Holders of such Fundamental Change (and the record date for such

Fundamental Change, if applicable), within three (3) Business Days after receipt of such notice from the Company. Each of the Company Fundamental Change Notice and the Holder Fundamental Change Notice shall specify the proposed effective date of the Fundamental Change and the record date (if applicable) and the material terms of such Fundamental Change.

(b) The Company shall calculate the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder as set forth in Section 2(e), within ten (10) Business Days of receiving the applicable CVR Exercise Notice(s), unless the Market Price is determined pursuant to clause (c) of the definition thereof or clause (y) of the last proviso thereof, in which case the Company shall calculate the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder, within twenty (20) Business Days of receiving the applicable CVR Exercise Notice(s). The Company shall deliver a written notice to the CVR Agent setting forth the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder (the "Market Price Notice") no later than five (5) Business Days after it has calculated such amounts, and the CVR Agent shall, on behalf the Company, provide notice to each Exercising Holder of the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to such Exercising Holder, each as calculated by the Company, within three (3) Business Days after the CVR Agent's receipt of the Market Price Notice from the Company. For the avoidance of doubt, if the Market Price is determined pursuant to clause (c) of the definition thereof, then the final determination of the Market Price with respect to an Exercising Holder, and the corresponding Cash Payment (if any) due to such Exercising Holder, shall be subject to the procedures set forth in clause (c)(ii) of the definition of Market Price.

(c) If the Company consummates a private sale of Common Units or other Equity Securities of the Company for aggregate cash consideration of not less than $50,000,000, the Company shall promptly give notice of such private sale to the CVR Agent, and the CVR Agent shall promptly provide written notice to the Holders of such private sale after receipt of such written notice from the Company.

(d) The failure to give the notice required by Section 9(a) or Section 9(c) or any defect therein shall not affect the legality or validity of any action, sale, dissolution, liquidation or winding up of the Company; provided that the Holders maintain all legal rights and remedies under this Agreement with respect to any action required to be taken by the Company under this Agreement in connection with, or as a result of, a Fundamental Change.

Section 10. Information Rights. Each Holder, by virtue of being a Holder listed in the CVR Register, shall be entitled to the same information rights of the Members (as defined in the LLC Agreement) that are set forth in Section 11.4 of the LLC Agreement as of the date of this Agreement, subject to the same obligations of Members that are set forth in Section 11.17 of the LLC Agreement in respect of any information received pursuant to such information rights, as if each reference therein to one or more "Members" were deemed instead a reference to one or more "Holders." For the avoidance of doubt, the rights and obligations of Holders under this Section 10 shall not be modified or changed as a result of any amendments or modifications of Sections 11.4 or 11.17 of the LLC Agreement effected from time to time after the date of this Agreement in

accordance with the terms of the LLC Agreement; provided that, to the extent that any such amendment or modification changes the section number where any information rights or confidentiality obligations of Members of the type set forth in Section 11.4 and Section 11.17, respectively, are set forth in the LLC Agreement, the cross-references to Sections 11.4 and 11.17 of the LLC Agreement in the first sentence of this Section 10 shall be deemed to include (or will be replaced with, as applicable) cross-references to each such changed section number from and after such amendment or modification.

Section 11. Abandonment of CVRs. A Holder of CVRs may at any time, at such Holder's option, abandon all of such Holder's remaining rights in the CVRs by delivering to the CVR Agent a notice of abandonment relinquishing such CVRs to the Company without consideration therefor, in which case such CVRs shall be deemed canceled and no longer outstanding, and the CVR Agent shall amend the CVR Register in accordance with Section 7 and notify the Company in writing of such abandonment.

Section 12. [RESERVED]

Section 13. CVR Agent.

(a) *Rights and Duties of the CVR Agent.*

(i) The Company hereby appoints the CVR Agent to act as agent of the Company as set forth in this Agreement. The CVR Agent hereby accepts the appointment as agent of the Company and agrees to perform that agency upon the express terms and conditions (and no implied terms or conditions) set forth in this Agreement, by all of which the Company and the Holders, by their acceptance thereof, shall be bound. The CVR Agent shall act solely as agent of the Company hereunder and does not assume any obligation or relationship of agency or trust for or with any of the Holders or any beneficial owners of CVRs or any other Person.

(ii) The CVR Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

(iii) The CVR Agent shall not have any duty or responsibility in the case of the receipt of any written demand from any Holder with respect to any action or default by the Company, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or to make any demand upon the Company.

(iv) The CVR Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorney or agents, and the CVR Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof.

(v) The CVR Agent may rely on and shall be held harmless and protected and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in reliance upon any certificate, statement, instrument, opinion, notice, letter, facsimile transmission, telegram or other document, and believed by it to be genuine and to have been made or signed by the proper party or parties, or upon any written or oral instructions or statements from the Company with respect to any matter relating to its acting as CVR Agent hereunder.

(vi) The CVR Agent shall not be obligated to expend or risk its own funds or to take any action that it believes would expose or subject it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

(vii) The CVR Agent shall act hereunder solely as agent for the Company, and its duties shall be determined solely by the express provisions hereof (and no duties or obligations shall be inferred or implied). The CVR Agent shall not assume any obligations or relationship of agency or trust with any of the owners or holders of the CVRs.

(viii) The CVR Agent may rely on and be fully authorized and protected in acting or failing to act upon any law, act, regulation or any interpretation of the same even though such law, act, or regulation may thereafter have been altered, changed, amended or repealed.

(ix) In the event the CVR Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the CVR Agent hereunder, the CVR Agent shall, as soon as practicable, provide notice of such ambiguity or uncertainty to the Company, and the CVR Agent may, in its sole discretion, refrain from taking any action, and shall be fully protected and shall not be liable in any way to Company, the holder of any CVR or any other person or entity for refraining from taking such action, unless the CVR Agent receives written instructions signed by the Company which eliminates such ambiguity or uncertainty to the satisfaction of CVR Agent.

(x) Whenever in the performance of its duties under this Agreement, the CVR Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer of the Company and delivered to the CVR Agent. The CVR Agent may rely upon such statement, and will be held harmless for such reliance, and shall not be held liable in connection with any delay in receiving such statement.

(xi) The CVR Agent shall have no responsibility to the Company or any Holders of CVRs for interest or earnings on any moneys held by the CVR Agent pursuant to this Agreement.

(xii) The CVR Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder, including any event or condition that may require action by the CVR Agent, unless the CVR Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the CVR Agent must, in order to be effective, be received by the CVR Agent as specified Section 15 hereof, and in the absence of such notice so delivered, the CVR Agent may conclusively assume no such event or condition exists.

(b) *Limitation of Liability.*

(i) The CVR Agent shall be liable hereunder only for its own gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything contained herein to the contrary, the CVR Agent's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement, whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to CVR Agent as fees and charges, but not including reimbursable expenses, during the twelve (12) months immediately preceding the event for which recovery from CVR Agent is being sought. Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages under any provisions of this Agreement or for any consequential, indirect, punitive, special or incidental damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.

(ii) The CVR Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity of any CVR. The CVR Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement.

(c) *Indemnification.*

(i) The Company covenants and agrees to indemnify and to hold the CVR Agent harmless against any costs, expenses (including reasonable and documented fees of its legal counsel), losses or damages, which may be paid, incurred or suffered by or to which it may become subject, arising from or out of, directly or indirectly, any claims or liability resulting from its actions as CVR Agent pursuant hereto; provided that such covenant and agreement does not extend to, and the CVR Agent shall not be indemnified with respect to, such costs, expenses, losses and damages incurred or suffered by the CVR Agent as a result of, or arising out of, its gross negligence, bad faith or willful misconduct (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction). The reasonable and

documented out-of-pocket costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

(ii) From time to time, the Company may provide the CVR Agent with instructions, by Company Order or otherwise, concerning the services performed by the CVR Agent hereunder. In addition, at any time the CVR Agent may apply to any officer of the Company for instruction with respect to any matter arising in connection with the services to be performed by the CVR Agent under this Agreement. The CVR Agent and its agents and subcontractors shall not be liable and shall be indemnified by Company for any action taken, suffered or omitted to be taken by CVR Agent in reliance upon any Company instructions.

(d) *Right to Consult Counsel*. The CVR Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company) with respect to any matter arising in connection with the services to be performed by the CVR Agent under this Agreement, and the CVR Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in accordance with the opinion or advice of such legal counsel.

(e) *Compensation and Reimbursement*. The Company agrees to pay to the CVR Agent reasonable compensation for all services rendered by it hereunder, as set forth on a fee schedule mutually agreed upon on or prior to the date hereof and, from time to time, on demand of the CVR Agent, to reimburse the CVR Agent for all of its reasonable and documented out-of-pocket expenses and legal counsel fees and other disbursements incurred in the preparation, delivery, negotiation, amendment, administration and execution of this Agreement and the exercise and performance of its duties hereunder.

(f) *CVR Agent May Act in Any Other Capacity*. Nothing herein shall preclude the CVR Agent from acting in any other capacity for the Company or for any other legal entity.

(g) *Resignation and Removal; Appointment of Successor*.

(i) The CVR Agent may resign its duties and be discharged from all further duties and liability hereunder (except liability arising as a result of the CVR Agent's own gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction) after giving thirty (30) days' prior written notice to the Company. The Company may remove the CVR Agent upon thirty (30) days' written notice, and the CVR Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as aforesaid. The CVR Agent shall, at the expense of the Company, cause notice to be given in accordance with Section 15(a) to the Company of said notice of resignation. Upon such resignation or removal, the Company shall appoint in writing a new CVR Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning CVR Agent or after such removal, then the Holder of any CVR may apply to any court of competent jurisdiction for the appointment of a new CVR Agent. The new CVR Agent shall be vested with the same powers, rights, duties and

responsibilities as if it had been originally named herein as the CVR Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be reasonably necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the reasonable expense of the Company and shall be legally and validly executed and delivered by the resigning or removed CVR Agent. Not later than the effective date of any such appointment, (i) the Company shall file notice thereof with the resigning or removed CVR Agent, (ii) the resigning or removed CVR Agent shall deliver all of the relevant books and records to the successor CVR Agent and (iii) the resigning or removed CVR Agent shall deliver any funds held in connection with this Agreement to any such successor CVR Agent. Failure to give any notice provided for in this Section 13(g)(i), however, or any defect therein, shall not affect the legality or validity of the resignation of the CVR Agent or the appointment of a new CVR Agent as the case may be.

(ii) Any Person into which the CVR Agent or any new CVR Agent may be merged, or any Person resulting from any consolidation to which the CVR Agent or any new CVR Agent shall be a party, shall be a successor CVR Agent under this Agreement without any further act. Any such successor CVR Agent shall promptly cause notice of its succession as CVR Agent to be given in accordance with Section 15(b) to each Holder at such Holder's last address as shown on the CVR Register.

Section 14. Holder Not Deemed a Shareholder. Nothing contained in this Agreement or in any of the CVRs shall be construed as conferring upon the Holders the right to vote, to receive distributions or dividends or to consent or to receive notice as equityholders in respect of the meetings of equityholders or for the election of directors of the Company or any other matter, or any rights whatsoever as equityholders of the Company. The CVRs do not represent any equity or ownership interest in the Company or any of its Affiliates.

Section 15. Notices.

(a) Any request, notice, direction, authorization, consent, waiver, demand or other communication permitted or authorized by this Agreement to be made upon, given or furnished to or filed with the Company or the CVR Agent by the other party hereto or by any Holder shall be sufficient for every purpose hereunder if in writing (including telecopy or electronic communication) and telecopied, sent via electronic means, trackable or first-class mail or delivered by hand (including by courier service) as follows:

if to the Company, to:

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Chief Legal Officer
Email: [●]

if to the CVR Agent, to:

Equiniti Trust Company, LLC

48 Wall Street, 22nd Floor
New York, NY 10005
Email: ReorgWarrants@equiniti.com

or, in either case, such other address as shall have been set forth in a notice delivered in accordance with this Section 15(a).

All such communications shall be effective when sent.

(b) Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if (i) in writing and mailed, by trackable or first-class mail, to each Holder affected by such event, at the address of such Holder as it appears in the CVR Register or (ii) sent by electronic means. Without limiting any of the rights or immunities of the CVR Agent under this Agreement, where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. [For the avoidance of doubt, any notice required to be given to holders of beneficial interests in CVRs evidenced by a Global CVR Certificate shall be required to be given only to DTC. Where this Agreement provides for notice of any event to a holders of beneficial interests in CVRs evidenced by Global CVR Certificate, such notice shall be sufficiently given if given to the Depositary (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. All communications made to DTC shall be deemed effective five (5) business days after being sent.]

Section 16. Supplements and Amendments.

(a) This Agreement may be amended by the Company and the CVR Agent with the consent of the Required CVR Holders.

(b) Notwithstanding the foregoing, the Company and the CVR Agent may, without the consent or concurrence of the Holders, by supplemental agreement or otherwise, amend this Agreement for the purpose of making any changes or corrections in this Agreement that (i) are required to cure any ambiguity or to correct or supplement any defective or inconsistent provision or clerical omission or mistake or manifest error herein contained or (ii) add to the covenants and agreements of the Company in this Agreement thereafter to be observed, or surrender any rights or powers reserved to or conferred upon the Company in this Agreement; provided, however, that in each case of this subsection (b) such amendment shall not adversely affect, alter or change the rights or interests of the Holders hereunder in any material respect or shorten the notice period for any notice required to be provided by the Company or the CVR Agent to the Holders hereunder or shorten the time period provided to Holders to respond to any such notice.

(c) The consent of each Holder of any CVR affected thereby shall be required for any supplement or amendment to this Agreement that would (i) increase the Aggregate Implied Exercise Price or decrease the Aggregate Market Value or (ii) change the Expiration Date to an earlier date. Any supplement or amendment that by its terms is disproportionally and materially adverse to any single Holder or group of Holders (the "Impacted Holders") as compared to all

other Holders shall require the consent of such individual Impacted Holder or Impacted Holders holding in excess of 50% of the total number of CVRs held by all Impacted Holders.

(d) The CVR Agent shall join with the Company in the execution and delivery of any such amendment; provided that, as a condition precedent to the CVR Agent's execution of any amendment to this Agreement, the Company shall deliver to the CVR Agent a certificate from an Appropriate Officer that states that the proposed amendment is in compliance with the terms of this Section 16. Notwithstanding anything in this Agreement to the contrary, the CVR Agent shall not be required to execute any amendment to this Agreement that it has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement and no amendment to this Agreement shall be effective unless duly executed by the CVR Agent. Upon execution and delivery of any amendment pursuant to this Section 16, such amendment shall be considered a part of this Agreement for all purposes and every Holder or holder of an interest in a CVR theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(e) Promptly after the execution by the Company and the CVR Agent of any such amendment, the Company shall give notice to the Holders, setting forth in general terms the substance of such amendment, in accordance with the provisions of Section 15(b). Any failure of the Company to mail such notice or any defect therein shall not, however, in any way impair or affect the validity of any such amendment.

Section 17. Waivers. Subject to the requirements of Section 16(c), the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Required CVR Holders and the prior written consent of the CVR Agent.

Section 18. Successors. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company, the CVR Agent and the Holders and their respective successors and permitted assigns.

Section 19. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 20. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.

Section 21. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof; provided that, if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a court or other Governmental Entity not to be enforceable in accordance with its terms, the parties agree that the court or other Governmental Entity making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced; provided, further, that, if such excluded provision shall affect the rights, immunities, liabilities,

duties or obligations of the CVR Agent, the CVR Agent shall be entitled to resign immediately upon written notice to the Company.

Section 22. Benefits of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company, the CVR Agent and the Holders from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company, the CVR Agent and the Holders any rights or remedies under or by reason of this Agreement or any part hereof, and all covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and of the Holders. Each Holder or holder of an interest in a CVR, by acceptance of a CVR or of such interest in a CVR, agrees to all of the terms and provisions of this Agreement applicable thereto.

Section 23. Applicable Law; Jurisdiction; Waiver of Service and Venue; Waiver of Jury Trial. THIS AGREEMENT, EACH CVR ISSUED HEREUNDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CONSENT AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTE ARISES IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CONSENT AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (II) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE IN THE MANNER HEREIN PROVIDED. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS

AGREEMENT OR SUCH HOLDER'S OWNERSHIP OF CVRS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER SUCH PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY OTHER SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND ACKNOWLEDGES THAT EACH OTHER SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

Section 25. Force Majeure. Notwithstanding anything to the contrary contained herein, the CVR Agent will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, epidemics, pandemics, government orders, shortage of supply, disruptions in public utilities, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest; provided that the CVR Agent shall (a) use its commercially reasonable efforts to end or mitigate the effects of any such occurrence on its performance and (b) resume the performance of its obligations as soon as reasonably practicable after the end of such occurrence.

Section 26. Further Assurances. The Company shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the CVR Agent for the carrying out or performing by the Company of the provisions of this Agreement.

Section 27. Confidentiality. The CVR Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, nonpublic Holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services set forth in the attached schedule shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). However, each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law.

Section 28. Termination. This Agreement shall terminate at 5:02 p.m., New York City time, on the Expiration Date. Notwithstanding the foregoing, this Agreement will terminate on such earlier date on which all CVRs have been exercised or deemed exercised in accordance with Sections 6 and 8 hereof. Termination of this Agreement shall not relieve the Company or, if applicable, the CVR Agent, of any of its obligations arising prior to the date of such termination or in connection with the settlement of any CVR exercised prior to 5:00 p.m., New York City time, on the Expiration Date. The provisions of Sections 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f),

Section 22, Section 23 and this Section 28 shall survive such termination and the resignation or removal of the CVR Agent.

[The next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

[REORGANIZED CURO]

By: ______________________________
Name:
Title:

EQUINITI TRUST COMPANY, LLC,
as CVR Agent

By: ______________________________
Name:
Title:

EXHIBIT A

FORM OF CVR EXERCISE NOTICE
(To be executed by the holder hereof)

[Date]

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601

Reference is hereby made to that certain CVR Agreement by and between [Reorganized Curo], a Delaware [limited liability company] (the "Company"), and Equiniti Trust Company, LLC, as agent with respect to the CVRs (the "CVR Agent"), dated [●], 2024 (the "CVR Agreement"). All capitalized terms used but not defined in this CVR Exercise Notice shall have the meanings ascribed thereto in the CVR Agreement.

Pursuant to Section 6(c) of the CVR Agreement, the undersigned holder of one or more CVRs ("Holder") hereby notifies the Company that it irrevocably elects to exercise [●] CVRs in exchange for the applicable Cash Payment as provided in the CVR Agreement (subject to the Holder's right to withdraw this CVR Exercise Notice pursuant to Section 6(d) of the CVR Agreement (if applicable) no later than twenty (20) Business Days after receiving the Market Price Notice and the other terms and conditions of the CVR Agreement).

The CVR Agent shall endorse the "Schedule of Decreases in CVRs" attached hereto to reflect the CVRs being exercised.

[*Remainder of page intentionally left blank*]

Dated: ______________________________

By: __________________________

Signature: _____________________

Address: ______________________

EXHIBIT B[6]

FORM OF GLOBAL CVR CERTIFICATE

THIS CERTIFICATE IS A GLOBAL CVR CERTIFICATE WITHIN THE MEANING OF THE CONTINGENT VALUE RIGHT AGREEMENT (THE "CVR AGREEMENT") HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF. THIS CERTIFICATE IS NOT EXCHANGEABLE FOR CONTINGENT VALUE RIGHTS ("CVRS") REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT, AND NO TRANSFER OF THIS CERTIFICATE (OTHER THAN A TRANSFER OF THIS CERTIFICATE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR CVRS IN DIRECT REGISTRATION FORM, THIS GLOBAL CVR CERTIFICATE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS GLOBAL CVR CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO [REORGANIZED CURO] (THE "COMPANY") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[6] **Note to Draft**: To include if CVRs are DTC eligible.

[REORGANIZED CURO]

No.__ [__,__,___] Contingent Value Rights
CUSIP No. [●]

THIS CERTIFIES THAT, for value received, [________________________], or registered assigns (the "Holder"), is the registered holder of the number of Contingent Value Rights ("CVRs") set forth above. Each CVR entitles the Holder, subject to the provisions contained herein and in the CVR Agreement referred to on the reverse hereof, to cash payments from [Reorganized Curo], a Delaware limited liability company (the "Company"), in an amount determined pursuant to the provisions set forth on the reverse hereof and as more fully described in the CVR Agreement referred to on the reverse hereof. Such payments shall be made by the Company in accordance with the terms of the CVR Agreement.

Payment of any amounts pursuant to this Global CVR Certificate shall be made only to the Holder (as defined in the CVR Agreement) of this Global CVR Certificate. Such payment shall be made at the office or agency maintained by the Company for such purpose; provided, however, that the Company may pay such amounts by wire transfer or check payable in such money as specified under the terms of the CVR Agreement. Equiniti Trust Company, LLC has been initially appointed as the CVR Agent.

Reference is hereby made to the further provisions of this Global CVR Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Global CVR Certificate has been countersigned by the CVR Agent by manual, facsimile or electronic signature of an authorized officer on behalf of the CVR Agent, this Global CVR Certificate shall not be valid for any purpose and no CVR evidenced hereby shall be exercisable.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed.

Dated: [_________ __], 20[__]

[Reorganized Curo]

[SEAL]

By: ________________________________
[Title]

ATTEST:

Countersigned:

Equiniti Trust Company, LLC, as CVR Agent

By: ________________________________
Authorized Agent

Reverse of Global CVR Certificate

[REORGANIZED CURO]

GLOBAL CVR CERTIFICATE

This Global CVR Certificate is issued under and in accordance with the Contingent Value Right Agreement, dated as of [●], 2024 (the "CVR Agreement"), between the Company and Equiniti Trust Company, LLC, as agent (the "Agent," which term includes any successor CVR Agent under the CVR Agreement), and is subject to the terms and provisions contained in the CVR Agreement, to all of which terms and provisions the Holder of this Global CVR Certificate consents by acceptance hereof. The CVR Agreement and all amendments thereto is hereby incorporated herein by reference and made a part hereof. Reference is hereby made to the CVR Agreement for a full statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the CVR Agent and the Holders. All capitalized terms used in this Global CVR Certificate without definition shall have the respective meanings ascribed to them in the CVR Agreement. Copies of the CVR Agreement can be obtained by contacting the CVR Agent.

Contingent payments pursuant to CVRs shall be made, to the extent payable, in cash to the Holders pursuant to their valid exercise of the CVRs in accordance with and pursuant to Section 6 of the CVR Agreement.

In the event of any conflict between this Global CVR Certificate and the CVR Agreement, the CVR Agreement shall govern and prevail.

The CVR Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders under the CVR Agreement by the Company and the CVR Agent with the consent of the Required CVR Holders.

No reference herein to the CVR Agreement and no provision of this Global CVR Certificate or of the CVR Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay any Cash Payments determined to be due and payable to Holders pursuant to the terms hereof and of the CVR Agreement at the times, place and amount, and in the manner, prescribed herein and in the CVR Agreement.

As provided in the CVR Agreement and subject to certain limitations therein set forth, the transfer of the CVRs represented by this Global CVR Certificate is registrable on the CVR Register, upon surrender of this Global CVR Certificate for registration of transfer at the office or agency of the Company maintained for such purpose duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the CVR Agent, duly executed by the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Global CVR Certificates or Book-Entry CVRs, for the same amount of CVRs, will be issued to the designated transferee or transferees. The Company hereby initially designates the office of Equiniti Trust Company, LLC as the office for registration of transfer of this Global CVR Certificate.

No service charge will be made for any registration of transfer of CVRs, but the Company and the CVR Agent may require payment of a sum sufficient to cover any documentary, stamp or

similar issue or transfer taxes or other governmental charges imposed in connection with any registration of transfer.

This Global CVR Certificate, each CVR evidenced thereby and the CVR Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SCHEDULE A

SCHEDULE OF DECREASES IN CVRS

The following decreases in the number of CVRs evidenced by this Global CVR Certificate have been made:

Date	Amount of decrease in number of CVRs evidenced by this Global CVR Certificate	Number of CVRs evidenced by this Global CVR Certificate following such decrease	Signature of authorized signatory

Exhibit H

Warrant Agreement

[DRAFT]

WARRANT AGREEMENT

between

[REORGANIZED CURO]

and

EQUINITI TRUST COMPANY, LLC,
as Warrant Agent,

Dated as of [●], 2024

Warrants to Purchase Common Units

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EXHIBITS

Exhibit A Form of Warrant Statement and Warrant Legend

[Exhibit B Form of Global Warrant Certificate]

Exhibit [C] Form of Joinder Agreement

WARRANT AGREEMENT

This Warrant Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, this "***Agreement***"), dated as of [●], 2024, between [Reorganized Curo], a Delaware limited liability company (the "***Company***"), and Equiniti Trust Company, LLC, a New York limited liability trust company (the "***Warrant Agent***"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings set forth in Section 1 hereof.

WITNESSETH THAT:

WHEREAS, on March 25, 2024, the Company and certain of its affiliates commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "***Bankruptcy Code***") in the United States Bankruptcy Court for the District of Texas, Houston Division (the "***Bankruptcy Court***"), and concurrently filed their *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be modified, amended, or supplemented, the "***Plan***");

WHEREAS, on [●], 2024, the Bankruptcy Court entered an order confirming the Plan;

WHEREAS, in accordance with the terms and conditions of the Plan, the Company proposes to issue and deliver the Warrants (as defined herein) to certain holders of Prepetition 2L Notes (as defined in the Plan);

WHEREAS, each Warrant shall entitle the registered owner thereof to purchase one Common Unit, subject to adjustment as provided herein;

WHEREAS, the Warrants and the Common Units issuable upon exercise of the Warrants are being issued in an offering in reliance on the exemption from the registration requirements of the Securities Act (as defined below) and of any applicable state securities or "blue sky" laws afforded by Section 1145 of the Bankruptcy Code; and

WHEREAS, the Company desires that the Warrant Agent act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, exchange, transfer, substitution and exercise of Warrants.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Company and the Warrant Agent agree as follows:

1. Definitions.

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any references to any federal, state, local or foreign statute or law shall also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Unless the context otherwise requires: (a) a term has the meaning assigned to it by this Agreement; (b) forms of the word "include" mean that the inclusion is not limited to the items listed; (c) "or" is disjunctive but not exclusive; (d) words in the singular include the plural, and in the plural

include the singular; (e) provisions apply to successive events and transactions; and (f) "hereof", "hereunder", "herein" and "hereto" refer to the entire Agreement and not any section or subsection.

The following terms used in this Agreement shall have the meanings set forth below:

"***$***" means the currency of the United States.

"***Accredited Investor***" has the meaning set forth in Rule 501(a) under Regulation D of the Securities Act.

"***Action***" has the meaning set forth in Section 10.2.

"***Additional Admission Documents***" has the meaning set forth in Section 2.3(c).

"***Admission Documents***" has the meaning set forth in Section 2.3(c).

"***Adjustment Event***" has the meaning set forth in Section 5.1(h).

"***Affiliate***" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of the preceding sentence, "***control***" of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"***Agent Members***" has the meaning set forth in Section 2.4(b).

"***Agreement***" has the meaning set forth in the preamble hereto.

["***Applicable Procedures***" means, with respect to any transfer or exchange of, any exercise of, or any notice to any Holder of any Warrants evidenced by a Global Warrant Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.]

"***Appropriate Officer***" means the Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer, the General Counsel and the Treasurer of the Company, and such additional officers of the Company as may be designated as such by the Board of Directors from time to time.

"***Bankruptcy Code***" has the meaning set forth in the recitals hereto.

"***Bankruptcy Court***" has the meaning set forth in the recitals hereto.

"***beneficial ownership***" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person, such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether

such right is currently exercisable or is exercisable only after the passage of time. The terms "***beneficially own***" and "***beneficially owned***" have a corresponding meaning.

"***Board of Directors***" means the board of directors (or equivalent governing body) of the Company or its successor, or any duly authorized committee of that board or equivalent governing body.

"***Book-Entry Warrants***" has the meaning set forth in Section 2.2.

"***Business Day***" means any day other than Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for commercial banking business.

"***Cash Exit Transaction***" means any Fundamental Change in which the Common Units would be converted into, changed into or exchanged for consideration consisting solely of cash (including cash equivalents), rights to cash payments and/or other property that does not constitute securities.

"***Cashless Exercise***" has the meaning set forth in Section 3.6.

"***Cashless Exercise Market Price***" means the Market Price of the Common Units as of the Exercise Date with respect to any Cashless Exercise.

"***Cashless Exercise Warrants***" has the meaning set forth in Section 3.6.

"***Common Units***" means the limited liability company interests of the Company designated as Common Units in the LLC Agreement.

"***Company***" means the company identified in the preamble hereof, or any successor to the Company under this Agreement pursuant to the terms of this Agreement.

"***Company Order***" means a written request or order signed in the name of the Company by an Appropriate Officer and delivered to the Warrant Agent.

"***Corporate Agency Office***" has the meaning set forth in Section 7.

"***Countersigning Agent***" means any Person authorized by the Warrant Agent to act on behalf of the Warrant Agent to countersign Warrant Statements.

["***Depositary***" means DTC and its successors as depositary hereunder.

"***Determination Date***" has the meaning set forth in Section 5.1(h).

"***DTC***" means The Depository Trust Company.]

"***Equity Securities***" means any Common Units and units of any class of common equity capital of the Company.

"***Exchange***" means, as to any series of securities, the principal U.S. national or regional securities exchange on which such securities are then listed or, if the securities are not then listed on a U.S. national or regional securities exchange, the principal other market on which such securities are then traded.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Exercise Date***" has the meaning set forth in Section 3.2(f).

"***Exercise Form***" has the meaning set forth in Section 3.2(c).

"***Exercise Period***" means the period from and including the Original Issue Date to and including the Expiration Date.

"***Exercise Price***" means the exercise price per Common Unit, initially set at $[●], subject to adjustment as provided in Section 5.1.

"***Expiration Date***" means the earlier to occur of (a) the Scheduled Expiration Date and (b) a Winding Up.

"***Form Admission Documents***" has the meaning set forth in Section 2.3(c).

"***Fundamental Change***" means: (a) any recapitalization, reclassification, redenomination or other change to the Common Units (other than (i) changes solely resulting from a subdivision or combination of the Common Units and (ii) Common Unit splits and Common Unit combinations that do not involve the issuance of any other series or class of securities); (b) any consolidation, merger, amalgamation, combination, division or binding or statutory Common Unit exchange involving the Company; and (c) any sale, lease, transfer or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (by value) to a Person other than the Company or any of its direct or indirect Subsidiaries; and, in each case, as a result of which the Common Units are converted into, or are exchanged for, or represent solely the right to receive Transaction Consideration.

"***Funds***" has the meaning set forth in Section 3.3.

["***Global Warrant Certificate***" means a certificate for Warrants in global form, deposited with or on behalf of and registered in the name of the Depositary or its nominee, that bears the Global Warrant Legend and that has the "Schedule of Decreases of Warrants" attached thereto, substantially in the form attached as Exhibit B.

"***Global Warrant Legend***" means the legend set forth in Section 2.4(a).]

"***Governmental Entity***" means United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

"***Holder***" means any Person in whose name at the time any Warrant is registered upon the Warrant Register and, when used with respect to any Book-Entry Warrant, the Person in whose

name the Warrants evidenced by the applicable Warrant Statement is registered in the Warrant Register.

"***Joinder Agreement***" means a joinder agreement in form and substance attached hereto as Exhibit C or such other form as is approved by the Board of Directors.

"***LLC Agreement***" means the Limited Liability Company Agreement of the Company, effective as of the date hereof, as amended from time to time.

"***Management Plan***" means, collectively, the management incentive plan adopted by the Company in accordance with the Plan and any management incentive plan adopted by the Company after the date hereof.

"***Market Price***" means, as to any series of securities, (a) if such securities are listed on an Exchange, the VWAP for such securities in respect of the period from the scheduled open of trading twenty (20) Trading Days prior to the applicable date of determination until the scheduled close of trading of the primary trading session on the Trading Day immediately preceding such applicable date of determination (unless the securities have been listed on an Exchange for less than twenty (20) Trading Days prior to such applicable date of determination, in which case the Market Price shall be the VWAP for the securities for however many Trading Days the securities have been listed on such Exchange prior to such applicable date of determination); or (b) if the securities are not listed on an Exchange, the fair market value of the securities as determined by the Board of Directors, in its reasonable good faith judgment, as of the applicable date of determination.

"***Member***" has the meaning ascribed in the LLC Agreement.

"***Original Issue Date***" means the Effective Date (as defined in the Plan).

"***outstanding***" when used with respect to any Warrants, means, as of the time of determination, all Warrants theretofore originally issued under this Agreement except (a) Warrants that have been exercised pursuant to Section 3.2(a), (b) Warrants that have expired, terminated or become void or canceled pursuant to this Agreement and (c) Warrants that have otherwise been acquired by the Company; provided, however, that in determining whether the Holders of the requisite amount of the outstanding Warrants have given any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Agreement, Warrants held directly or beneficially by the Company or any Subsidiary of the Company or any of their respective employees shall be disregarded and deemed not to be outstanding.

"***Person***" means any natural person, corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, trust, estate, Governmental Entity or other entity or organization.

"***Plan***" has the meaning set forth in the recitals hereto.

"***Plan Effective Time***" has the meaning set forth in Section 2.1(a).

"***Principal Exchange***" means each of the following Exchanges: The New York Stock Exchange, NYSE American, The NASDAQ Global Market and The NASDAQ Global Select Market (or any of their respective successors).

"***Recipient***" has the meaning set forth in Section 3.2(e).

"***Required Warrant Holders***" means Holders of Warrants [(or beneficial holders in the case of Warrants evidenced by a Global Warrant Certificate)] holding a majority of the then-outstanding Warrants.

"***Scheduled Expiration Date***" means the seventh (7th) anniversary of the Original Issue Date or, if not a Business Day, then the next Business Day thereafter.

"***SEC***" means the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act or the Exchange Act, whichever is the relevant statute for the particular purpose.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Subsidiary***" means, with respect to any Person, any corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, or other entity or organization, whether incorporated or unincorporated, (a) of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions, (b) of which such first Person is a general partner or managing member or (c) that is otherwise controlled by such first Person.

"***Trading Day***" means a day on which trading in the Common Units (or other applicable security) generally occurs on the principal exchange or market on which the Common Units (or other applicable security) are then listed or traded; provided that, if the Common Units (or other applicable security) are not so listed or traded, "Trading Day" means a Business Day.

"***Transaction Consideration***" means, with respect to any transaction which is either a Fundamental Change or Winding Up, the cash, stock, shares or other securities or property, or any combination thereof, payable to each holder in respect of a Common Unit in exchange for, upon conversion of, or as a distribution on, Common Units (or otherwise into which such Common Units are changed into) in such transaction; provided that (a) no contingent or escrowed property shall be treated as part of Transaction Consideration unless and until such time as such property is actually paid to such holders of Common Units (and any contingent rights with respect thereto shall be treated as valueless unless and until such payment occurs); and (b) in the event holders of Common Units have the opportunity to elect the form of consideration to be received in such transaction, the type and amount of consideration paid or payable to each holder shall be deemed, for purposes of this Agreement, to be the weighted average per share (or unit) of the types and amounts of consideration received by all such holders in such transaction. For all purposes under this Agreement, the value of any Transaction Consideration shall be determined reasonably and in good faith by the Board of Directors, using where applicable the Market Price of any applicable securities or other assets received with respect to a Common Unit.

"***Unit of Transaction Consideration***" means, with respect to a Fundamental Change, the amount and kind of Transaction Consideration (including, without limitation, cash) that a holder of one (1) Common Unit would be entitled to receive on account of such Fundamental Change (without giving effect to any arrangement not to issue or deliver a fractional portion of any security or other property).

"***VWAP***" means, as to any series of securities, (a) if the securities are listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, the volume-weighted average price of such securities in respect of the applicable time period, as reported in composite transactions for United States exchanges and quotation systems, as displayed under the heading "Bloomberg VWAP" on the applicable Bloomberg page (or if Bloomberg is no longer reporting such price information, such other service reporting similar information as shall be selected by the Company), and (b) if the securities are not listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, but are listed on any other Exchange, the volume-weighted average price of such securities on such Exchange in respect of the applicable time period, as reported by such Exchange, or, if not so reported, a service reporting such information as shall be selected by the Company, in each case of the foregoing clauses (a) and (b), determined without regard to pre-open or after-hours trading or any other trading outside of the trading hours of the regular trading session (including any extensions thereof) on the applicable Exchange.

"***Warrant Agent***" has the meaning set forth in the preamble hereof.

"***Warrant Register***" means the register established by the Warrant Agent set forth in Section 2.3(b).

"***Warrant Statement***" has the meaning set forth in Section 2.2.

"***Warrants***" means those certain warrants to purchase initially up to an aggregate of [●] Common Units at the Exercise Price, subject to adjustment pursuant to Section 5, issued hereunder.

"***Warrant Units***" means the Common Units issuable upon exercise of the Warrants.

"***Winding Up***" has the meaning set forth in Section 4.

2. Book-Entry Warrants.

2.1 Original Issuance of Warrants.

(a) On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan, on the Original Issue Date the Company shall issue and cause to be delivered to holders of Prepetition 2L Notes Claims (as defined in the Plan) [the Warrants in global form registered in the name of Cede & Co., as nominee for DTC, by causing DTC (subject to Section 2.1(b)) to credit the account or accounts in which such holders held their respective Prepetition 2L Notes Claims (as defined in the Plan) immediately prior to the effective

time of the Plan (the "***Plan Effective Time***")][1] the aggregate number of Warrants to be issued hereunder, *pro rata* based on the amount of Prepetition 2L Notes Claims held by each such holder immediately prior to the Plan Effective Time.

(b) [Prior to the Original Issue Date or as soon as reasonably practicable thereafter, the Company shall use commercially reasonable efforts to (i) cause the Warrants to be declared eligible for clearance and settlement through DTC and (ii) cause DTC to credit the Warrants to the account or accounts in which the holders of Prepetition 2L Notes Claims held their respective Prepetition 2L Notes Claims in accordance with Section 2.1(a).]

2.2 Form of Warrants. The Warrants shall not be certificated [other than in the form of a Global Warrant Certificate registered in the name of the Depositary or its nominee]. The Warrants shall be issued by book-entry registration on the books and records of the Warrant Agent (the "***Book-Entry Warrants***"), registered in the names of the Holders of such Warrants and evidenced by statements issued by the Warrant Agent to such Holders of Book-Entry Warrants reflecting such book-entry position (the "***Warrant Statements***"), in substantially the form set forth in Exhibit A hereto. The Warrant Statements shall be dated the date on which they are countersigned by the Warrant Agent, shall have such insertions as are appropriate or required or permitted by this Agreement and may have such letters, numbers or other marks of identification and such legends and endorsements typed, stamped, printed, lithographed or engraved thereon (which does not impact the Warrant Agent's rights, duties or immunities) as the officers of the Company executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Warrants may be listed, or to conform to usage. Each Warrant Statement shall evidence the number of Warrants specified therein, and each Warrant evidenced thereby shall represent the right, subject to the provisions contained herein and therein, to purchase one (1) Common Unit, subject to adjustment as provided in Section 5.

2.3 Execution and Delivery of Book-Entry Warrants.

(a) Upon a Company Order, the Warrant Agent shall register in the Warrant Register the Book-Entry Warrants.

(b) The Warrant Agent shall keep at its office or offices a warrant register (the "***Warrant Register***") in which, subject to such reasonable regulations as it may prescribe, it shall register the Book-Entry Warrants and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Sections 2.5[, 2.6] and 2.7 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. No service charge shall be made for any exchange or registration of transfer of the Warrants, but the Company may require payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed on the registered Holder in connection with any such exchange or registration of

[1] **Note to Draft**: DTC-specific provisions TBD and bracketed throughout, pending eligibility discussion.

transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until any payments required by the immediately preceding sentence have been made.

(c) The Warrant Agent is hereby authorized to countersign and deliver Warrant Statements as required by Section 2.2 or by this Section 2.3, Section 3.2(d) or Section 7.

2.4 [Global Warrant Certificates.

(a) Any Global Warrant Certificate shall bear the legend substantially in the form set forth in Exhibit B hereto (the "***Global Warrant Legend***").

(b) So long as a Global Warrant Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("***Agent Members***") shall have no rights under this Agreement with respect to the Warrants evidenced by such Global Warrant Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the Warrant Agent and any agent of the Company or the Warrant Agent as the absolute owner of such Warrants, and as the sole Holder of such Global Warrant Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such Warrants will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the Warrant Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(c) Any holder of a beneficial interest in Warrants evidenced by a Global Warrant Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in the Warrants evidenced by such Global Warrant Certificate may be effected only through a book-entry system maintained by the Depositary as the Holder of such Global Warrant Certificate (or its agent), and that ownership of a beneficial interest in Warrants evidenced thereby shall be reflected solely in such book-entry form.

(d) Transfers of a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees. Interests of beneficial owners in a Global Warrant Certificate registered in the name of the Depositary or its nominee shall be transferred in accordance with the Applicable Procedures of the Depositary.

(e) The holder of a Global Warrant Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder of a Warrant is entitled to take under this Agreement or such Global Warrant Certificate.

(f) Each Global Warrant Certificate will evidence such of the outstanding Warrants as will be specified therein and each shall provide that it evidences the aggregate number of outstanding Warrants from time to time endorsed thereon and that the aggregate number of outstanding Warrants evidenced thereby may from time to time be reduced, to reflect exercises, expirations or cancellations. Any endorsement of a Global Warrant Certificate to reflect the amount of any decrease in the aggregate number of outstanding Warrants evidenced thereby will be made by the Warrant Agent (i) in the case of an exercise, in accordance with the Applicable Procedures as required by Section 3.2(c), or (ii) in the case of an expiration, in accordance with Section 3.2(b).

(g) Beneficial interests in any Global Warrant Certificate may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Global Warrant Certificate in accordance with the Applicable Procedures.

(h) At such time as all Warrants evidenced by a particular Global Warrant Certificate have been exercised, terminated, become void or expired in whole and not in part, such Global Warrant Certificate shall, if not in custody of the Warrant Agent, be surrendered to or retained by the Warrant Agent for cancellation.

(i) The Company initially appoints DTC to act as Depositary with respect to any Global Warrant Certificates.]

2.5 Transfer and Exchange of Book-Entry Warrants. When a Holder of Book-Entry Warrants presents to the Warrant Agent a written request (i) to register the transfer of the Warrants; or (ii) to exchange such Warrants for an equal number of Warrants represented by Book-Entry Warrants of other authorized denominations, then the Warrant Agent shall register the transfer or make the exchange as requested if its customary requirements for such transactions are met; provided, however, that the Warrant Agent has received a written instruction of transfer in form satisfactory to the Warrant Agent, properly completed and duly executed by the registered Holder thereof or by his or her attorney, duly authorized in writing and accompanied by a signature guarantee from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association.

2.6 [Restrictions on Exchange or Transfer of a Book-Entry Warrant for a Beneficial Interest in a Global Warrant Certificate. A Book-Entry Warrant may not be exchanged for a beneficial interest in a Global Warrant Certificate unless the Warrants are eligible to be cleared or settled in DTC. Upon receipt by the Warrant Agent of appropriate instruments of transfer with respect to a Book-Entry Warrant, in form satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depositary to make, an endorsement on the Global Warrant Certificate to reflect an increase in the number of Warrants represented by the Global Warrant Certificate equal to the number of Warrants represented by such Book-Entry Warrant, then the Warrant Agent shall cancel such Book-Entry Warrant on the Warrant Register, increase accordingly the number of Warrants on the Warrant Register registered in the name of the registered owner of the Global Warrant Certificate and cause, or direct the Depositary to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be increased accordingly. If no Global Warrant Certificate is

then outstanding, the Company shall issue and the Warrant Agent shall countersign a new Global Warrant Certificate representing the appropriate number of Warrants.]

2.7 General Restrictions on Transfer. The Warrants and the underlying Common Units are being offered and sold pursuant to an exemption from the registration requirements of Section 5 of the Securities Act provided by Section 1145 of the Bankruptcy Code, and to the extent that any Holder or beneficial owner of a Warrant is an "underwriter" as defined in Section 1145(b)(1) of the Bankruptcy Code, such Holder or beneficial owner, as applicable, may not be able to sell or transfer any Warrants in the absence of an effective registration statement under the Securities Act or an exemption from registration thereunder. By accepting a transfer of a Warrant, the Holder or beneficial owner, as applicable, acknowledges the restrictions set forth herein. Notwithstanding anything to the contrary contained in this Agreement, no Warrant or interest in any Warrant (however held) may be transferred if (a) such transfer would, or if the exercise of the transferred Warrant or interest in a Warrant and resulting issuance of Common Units to the transferee would, (i) violate the Securities Act or any state securities or "blue sky" laws applicable to the Company or to the Warrants to be transferred, (ii) impose liability or reporting obligations on the Company or any member of the Company under the Exchange Act or would otherwise require the Company or any member of the Company to make any filing with the SEC, (iii) individually or together with other concurrently proposed transfers, cause the Company to be regarded as an "investment company" under the Investment Company Act of 1940, as amended, or (b) following such proposed transfer, the Company would have either (i) in the aggregate, more than nineteen hundred (1.900) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (ii) in the aggregate, more than four hundred and fifty (450) holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an Accredited Investor (determined, in each case, in the Company's sole discretion). In addition, no transfer of any Warrant or interest in any Warrant (however held) shall be permitted if such transfer is to a Competitor (as defined in the LLC Agreement), unless such transfer is approved in accordance with [Section 7.1(b)] of the LLC Agreement. Any transfer or purported transfer in violations of the applicable provisions of this Agreement shall be void *ab initio* and shall have no effect.

3. Exercise and Expiration of Warrants.

3.1 Right to Acquire Common Units Upon Exercise. Each duly issued Warrant shall, when countersigned by the Warrant Agent, entitle the Holder thereof, subject to the provisions thereof and of this Agreement, to acquire from the Company, for each Warrant evidenced thereby, one (1) Common Unit at the Exercise Price, subject to adjustment as provided in this Agreement. The Exercise Price, and the number of Common Units to be issued upon exercise of each Warrant, shall be adjusted from time to time as required by Section 5.1.

3.2 Exercise and Expiration of Warrants.

(a) Exercise of Warrants. Subject to and upon compliance with all terms and conditions of this Agreement, a Holder may exercise all or any whole number of its Warrants, on

any Business Day from and after the Original Issue Date until 5:00 p.m., New York City time, on the Expiration Date, for the Common Units obtainable thereunder.

(b) Expiration of Warrants. The Warrants, to the extent not exercised prior thereto, shall automatically expire, terminate and become void as of 5:00 p.m., New York City time, on the Expiration Date. No further action of any Person (including by, or on behalf of, any Holder, the Company, or the Warrant Agent) shall be required to effectuate the expiration of Warrants pursuant to this Section 3.2(b).

(c) Method of Exercise. In order for a Holder to exercise all or any of the Warrants held by such Holder, the Holder thereof must: (i) [(x) in the case of a Global Warrant Certificate, deliver to the Warrant Agent an exercise form for the election to exercise such Warrants substantially in the form set forth in Exhibit B hereto (an "***Exercise Form***"), setting forth the number of Warrants being exercised and, if applicable, whether Cashless Exercise is being elected with respect thereto, and otherwise properly completed and duly executed by the Holder thereof and deliver such Warrants by book-entry transfer through the facilities of the Depositary to the Warrant Agent in accordance with the Applicable Procedures and otherwise comply with the Applicable Procedures in respect of the exercise of such Warrants, or (y)] in the case of a Book-Entry Warrant, at the Corporate Agency Office, deliver to the Warrant Agent [an Exercise Form][an exercise form for the election to exercise such Warrants substantially in the form set forth in Exhibit B hereto (an "***Exercise Form***")], setting forth the number of Warrants being exercised and, if applicable, whether Cashless Exercise is being elected with respect thereto, and otherwise properly completed and duly executed by the Holder thereof as well as any such other information the Warrant Agent may reasonably require; and (ii) pay to the Warrant Agent an amount equal to (x) all taxes and charges required to be paid by the Holder, if any, pursuant to Section 3.4 prior to, or concurrently with, exercise of such Warrants, and (y) except in the case of a Cashless Exercise, the aggregate of the Exercise Price in respect of each Common Unit into which such Warrants are exercisable, in case of (x) and (y), by wire transfer in immediately available funds, to the account (No. [●]; ABA No. [●]; Reference: [●]) of the Company at the Warrant Agent or such other account of the Company at the Warrant Agent as the Warrant Agent shall have given notice to the Company and such Holder in accordance with Section 10. In addition, any Holder that is not already a Member shall be required, as a condition precedent to the issuance of Warrant Units pursuant to their exercise of any Warrant, to execute a Joinder Agreement, and must deliver such documents and instruments (collectively with the Joinder Agreement, the "***Admission Documents***") as the Company reasonably determines to be necessary or appropriate in connection with the issuance of such Warrant Units to such Holder or to effect such Holder's admission as a Member of the Company. The Company shall provide to the Warrant Agent, and the Warrant Agent shall make available to any Holder upon request, forms of the Admission Documents for use by such Holder in connection with its exercise of any Warrants (the "***Form Admission Documents***"); provided that this sentence shall not relieve any Holder of its obligation pursuant to the immediately prior sentence to execute and deliver Admission Documents other than or different from the Form Admission Documents ("***Additional Admission Documents***") reasonably requested by the Company as a condition precedent to the issuance of Warrant Units pursuant to such Holder's exercise of any Warrant; provided, further, that, if the Company reasonably requests any Holder to execute and deliver Additional Admission Documents, the issuance of the Warrant Units, and admission of the Holder as a Member in respect thereof, upon execution and delivery of such Additional

Admission Documents and all other documents and instruments required by this Agreement, shall be deemed retroactively effective to the time such Holder delivered the validly executed Exercise Form and Form Admission Documents to the Warrant Agent.

(d) Partial Exercise. If a Holder exercises fewer than all the Warrants then held by such Holder, [(i) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, the Warrant Agent shall cause the custodian of DTC to endorse the "Schedule of Decreases of Warrants" attached to such Global Warrant Certificate to reflect the Warrants being exercised, and (ii)] in the case of Book-Entry Warrants, the Warrant Agent shall adjust such Holder's Warrant Statement to reflect the Warrants being exercised. The Warrant Agent shall deliver a new Warrant Statement to the Person or Persons in whose name such Warrants are so registered.

(e) Issuance of Common Units. Upon due exercise of Warrants evidenced by any Warrant Statement in conformity with the foregoing provisions of Section 3.2(c), the Warrant Agent shall, when actions specified in Section 3.2(c)(i) have been effected and any payment specified in Section 3.2(c)(ii) is received (as promptly confirmed in writing by the Company), deliver to the Company the Exercise Form received pursuant to Section 3.2(c)(i), deliver or deposit all funds, in accordance with Section 3.3, received as instructed in writing by the Company and advise the Company by electronic mail at the end of such day of the amount of funds so deposited to its account. The Company shall thereupon, as promptly as practicable, (i) determine the number of Common Units issuable pursuant to exercise of such Warrants (and, if Cashless Exercise applies, in accordance with Section 3.6) and (ii) [(x) in the case of exercise of Warrants evidenced by a Global Warrant Certificate, deliver or cause to be delivered to the Recipient (as defined below) in accordance with the Applicable Procedures for Common Units in book-entry form to be so held through the facilities of DTC in an amount equal to, or, if the Common Units may not then be held in book-entry form through the facilities of DTC, Common Units in book entry form in an amount equal to, or duly executed certificates representing, or (y) in the case of exercise of Warrants evidenced by Warrant Statements,] execute or cause to be executed and deliver or cause to be delivered to the Recipient (as defined below) Common Units in book entry form in an amount equal to, or a certificate or certificates representing[, in case of clauses (x) and (y),] the aggregate number of Common Units issuable upon such exercise (based upon the aggregate number of Warrants so exercised), as so determined by the Company, together with an amount in cash in lieu of any fractional Common Unit(s), if the Company so elects pursuant to Section 5.2. The Common Units in book-entry form or certificate or certificates representing Common Units so delivered shall be, to the extent possible, in such denomination or denominations as such Holder shall request in the applicable Exercise Form and shall be registered or otherwise placed in the name of, and delivered to, the Holder or, subject to Section 3.4, such other Person as shall be designated by the Holder in such Exercise Form (the Holder or such other Person being referred to herein as the "***Recipient***").

(f) Time of Exercise. Each exercise of a Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which each of the requirements for exercise of such Warrant specified in Section 3.2(c) has been duly satisfied (the "***Exercise Date***"). At such time, subject to Sections 2.7 and 5.1(j) and subject to compliance with all requirements of Section 3.2(c), Common Units in book-entry form or the certificates for the Common Units issuable upon such exercise as provided in Section 3.2(e) shall be deemed to

have been issued and, for all purposes of this Agreement, the Recipient shall, as between such Person and the Company, be deemed to be and entitled to all rights of the holder of record of such Common Units and shall be admitted as a Member of the Company in respect of such Common Units.

3.3 Application of Funds upon Exercise of Warrants. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of services hereunder (the "***Funds***") shall be held by the Warrant Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the Warrant Agent in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, the Warrant Agent will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party, except as a result of the Warrant Agent's willful misconduct, fraud, bad faith or gross negligence (each as determined by a final judgment of a court of competent jurisdiction). The Warrant Agent shall forward funds received for warrant exercises in a given month by the fifth (5th) Business Day of the following month by wire transfer to an account designated by the Company.

3.4 Payment of Taxes. The Company shall pay any and all taxes (other than income or withholding taxes) that may be payable in respect of the issue or delivery of Common Units on exercise of Warrants pursuant hereto. The Company or the Warrant Agent shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of Common Units in book-entry form or any certificates for Common Units or payment of cash or other property to any Recipient (other than, in the case of the Company, the Holder of the exercised Warrants), and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any Common Units in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or the Company or (b) it has been established to the Company's or the Warrant Agent's satisfaction that any such tax or other charge that is or may become due has been paid.

3.5 Withholding and Reporting Requirements. The Company and the Warrant Agent shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Entity, and all distributions, including deemed distributions, pursuant to the Warrants will be subject to applicable withholding and reporting requirements. Notwithstanding any provision to the contrary, the Company and the Warrant Agent will be authorized to (i) take any actions that may be reasonably necessary or appropriate to comply with such withholding and reporting requirements, (ii) apply a portion of any cash distribution to be made under the Warrants to pay applicable withholding taxes, (iii) liquidate a portion of any non-cash distribution to be made under the Warrants to generate sufficient funds to pay applicable withholding taxes or (iv) establish any other mechanisms the Company believes are reasonable and appropriate, including requiring Holders to submit appropriate tax and withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) and/or

requiring Holders to pay the withholding tax amount to the Company in cash as a condition of receiving the benefit of any antidilution adjustment pursuant to Section 5 or otherwise. To the extent that any amounts are so deducted or withheld and paid over to the applicable Governmental Entity, such deducted or withheld amounts shall be treated for all purposes of this Warrant as having been paid to the Person in respect of which such deduction or withholding was made.

3.6 Cashless Exercise. Notwithstanding any provisions herein to the contrary, if, on the Exercise Date of a Cashless Exercise, the Cashless Exercise Market Price of one (1) Common Unit is greater than the applicable Exercise Price on the Exercise Date, then, in lieu of paying to the Company the applicable Exercise Price by wire transfer in immediately available funds, the Holder may elect to receive Common Units equal to the value (as determined below) of the Warrants or any portion thereof being exercised (such portion, the "***Cashless Exercise Warrants***" with respect to such date) by: [(i) in the case of Warrants evidenced by a Global Warrant Certificate, providing notice to the Warrant Agent pursuant to the Applicable Procedures and the Exercise Form; or (ii) in the case of Warrants evidenced by a Warrant Statement,] providing notice pursuant to the Exercise Form[, in the case of (i) or (ii),] that the Holder desires to effect a "cashless exercise" (a "***Cashless Exercise***") with respect to the Cashless Exercise Warrants, in which event the Company shall issue to the Holder a number of Common Units with respect to Cashless Exercise Warrants computed using the following formula (rounded down to the nearest whole Common Unit, and it being understood that any portion of the Warrants being exercised on such date that are not Cashless Exercise Warrants will not be affected by this calculation):

$$X = (Y\,(A - B)) \div A$$

Where X =	the number of Common Units to be issued to the Holder in respect of the Cashless Exercise Warrants
Y =	the number of Common Units purchasable under the Cashless Exercise Warrants being exercised by the Holder (on the Exercise Date)
A =	the applicable Cashless Exercise Market Price of one Common Unit (on the Exercise Date)
B =	the applicable Exercise Price (as adjusted through and including the Exercise Date).

The Company shall calculate and transmit to the Warrant Agent the number of Common Units to be issued on such Cashless Exercise, and the Warrant Agent shall have no obligation under this Agreement to calculate, confirm or verify such amount.

3.7 Cost Basis Information.

(a) In the event of a cash exercise, the Company hereby instructs the Warrant Agent to record cost basis for newly issued Common Units at the time of such exercise in accordance with instructions by the Company.

(b) In the event of a Cashless Exercise, the Company shall use reasonable efforts to provide cost basis for Common Units issued pursuant to a Cashless Exercise at the time the Company provides the cashless exercise to the Warrant Agent pursuant to Section 3.6 hereof.

3.8 All Warrants Are Equal. All Warrants issued under this Agreement shall in all respects be equally and ratably entitled to the benefits of this Agreement, without preference, priority or distinction on account of the actual time of the issuance and authentication or any other terms thereof. Each Warrant shall be, and shall remain, subject to the provisions of this Agreement until such time as such Warrant shall have been duly exercised or shall have expired or been canceled in accordance with the terms hereof. Each Holder and each holder of an interest in a Warrant shall be bound by all of the terms and provisions of this Agreement as fully and effectively as if such Holder had signed the same.

4. Cash Exit Transaction, Dissolution, Liquidation or Winding Up.

If, on or prior to the Expiration Date, the Company (or any other Person controlling the Company) shall propose a voluntary or involuntary dissolution, liquidation or winding up (a "***Winding Up***") of the affairs of the Company or the Company shall enter into any agreement in respect of a Cash Exit Transaction, the Company shall give written notice thereof to the Warrant Agent and all Holders in the manner provided in Section 10.1(b) prior to the date on which such transaction is expected to become effective or, if earlier, the record date for such transaction. Such notice shall also specify the date as of which the holders of record of Common Units shall be entitled to exchange their Common Units for securities, money or other property deliverable upon such Cash Exit Transaction or Winding Up, as the case may be, on which date each Holder of Warrants shall receive the securities, money or other property which such Holder would have been entitled to receive had such Holder been the holder of record of the Common Units into which the Warrants were exercisable immediately prior to such Cash Exit Transaction or Winding Up, net of the then-applicable Exercise Price (but not less than zero) and the rights to exercise the Warrants shall terminate. For the avoidance of doubt, upon consummation of a Cash Exit Transaction or Winding Up, all unexercised Warrants shall be automatically canceled for no consideration.

In the case of any such Cash Exit Transaction or Winding Up of the Company, the Company shall deposit with the Warrant Agent any funds or other property which the Holders are entitled to receive pursuant to the above paragraph, together with a Company Order as to the distribution thereof. After receipt of such deposit from the Company and after receipt of surrendered Book-Entry Warrants, and any such other information as the Warrant Agent may reasonably require from the applicable Holders, the Warrant Agent shall make payment in appropriate amount to such Person or Persons as it may be directed in writing by the Holder surrendering such Book-Entry Warrant. Any moneys, securities or other property which at any time shall be deposited by the Company or on its behalf with the Warrant Agent pursuant to this Section 4 shall be, and are hereby, assigned, transferred and set over to the Warrant Agent in accordance with Section 3.3 hereof; provided that moneys, securities or other property need not

be segregated from other funds, securities or other property held by the Warrant Agent except to the extent required by law.

5. Adjustments.

5.1 Adjustments. In order to prevent dilution of the rights granted under the Warrants and to grant the Holders certain additional rights, the Exercise Price shall be subject to adjustment from time to time only as specifically provided in this Section 5.1 (the "***Adjustment Events***") and the number of Common Units issuable upon exercise of Warrants shall be subject to adjustment from time to time only as specifically provided in this Section 5.1.

All adjustments made to the Exercise Price pursuant to this Section 5.1 shall be calculated to the nearest one ten-thousandth of a cent ($0.000001), and all adjustments made to the Warrant Units issuable upon exercise of each Warrant pursuant to this Section 5.1 shall be calculated to the nearest one ten-thousandth of a Warrant Unit (0.0001). Except as described in this Section 5.1, the Company will not adjust the Exercise Price and the number of Warrant Units for which the Warrants are exercisable.

(a) Adjustment to Exercise Price. Upon any adjustment to the number of Warrant Units for which each Warrant is exercisable pursuant to Sections 5.1(b), 5.1(c), 5.1(d) and 5.1(e), the Exercise Price shall immediately be adjusted to equal the quotient obtained by dividing (i) the aggregate Exercise Price of the number of Warrant Units for which each Warrant was exercisable immediately prior to such adjustment by (ii) the maximum number of Warrant Units for which each Warrant is exercisable immediately after such adjustment; provided, however, that the Exercise Price with respect to the new number of Warrant Units for which each Warrant is exercisable resulting from any such adjustment shall not be less than $0.01 per Common Unit. If the event causing any adjustment to the number of Warrant Units for which each Warrant is exercisable pursuant to Sections 5.1(b), 5.1(c), 5.1(d) or 5.1(e) is not consummated such that the adjustment is reversed pursuant to such section, the Exercise Price shall automatically be adjusted to the Exercise Price that would then be in effect if such adjustment had not occurred.

(b) Common Unit Distribution or Common Unit Split. If the Company issues Common Units as a distribution on Common Units, or effects a subdivision or Common Unit split or Common Unit combination or reverse split, or shall increase or decrease the number of Common Units outstanding by reclassification of its Common Units, then in each case, the number of Warrant Units for which each Warrant is exercisable will be adjusted based on the following formula:

$$NS' = NS_0 \times \frac{OS'}{OS_0}$$

where,

NS' = the number of Warrant Units for which each Warrant is exercisable in effect immediately after such event

NS_0 = the number of Warrant Units for which each Warrant is exercisable in effect immediately prior to such event

OS' = the number of Common Units outstanding immediately after such event

OS_0 = the number of Common Units outstanding immediately prior to such event.

Such adjustment shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of Common Unit holders entitled to receive such distribution on the effective date of such subdivision or Common Unit split. If any distribution of the type described in this Section 5.1(b) is declared but not so paid or made, the number of Common Units for which each Warrant is exercisable shall again be automatically adjusted to the number of Common Units for which each Warrant is exercisable that would then be in effect if such distribution had not been declared.

(c) Rights or Warrants. If the Company issues to all or substantially all holders of its Common Units warrants or other rights entitling them to subscribe for or purchase Common Units, subject to the last paragraph of this Section 5.1(c), at a price per Common Unit less than the Market Price per Common Unit as of the Business Day immediately preceding the date of announcement of such issuance, the number of Warrant Units for which each Warrant is exercisable will be adjusted based on the following formula:

$$NS' = NS_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

NS' = the number of Warrant Units for which each Warrant is exercisable in effect immediately after such event

NS_0 = the number of Warrant Units for which each Warrant is exercisable in effect immediately prior to such event

OS_0 = the number of Common Units outstanding immediately prior to such event

X = the total number of Common Units issuable pursuant to such rights (or warrants)

Y = the number of Common Units equal to the aggregate price payable to exercise such rights (or warrants) divided by the Market Price per Common Unit as of the record date.

Such adjustment shall be successively made whenever any such rights or warrants are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of unit holders entitled to receive such rights or warrants. To the extent that Common Units are not delivered after the expiration of such rights or warrants, the number of Warrant Units for which the Warrants are exercisable shall automatically be readjusted to the number of Warrant Units for which the Warrants are exercisable that would then be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of delivery of only the number of Common Units actually delivered. If such rights or warrants are not so issued, the number of Warrant Units for which the Warrants are exercisable shall again be adjusted to be the number of Warrant Units for which each Warrant is exercisable that would then be in effect if such date fixed for the determination of unit holders entitled to receive such rights or warrants had not been fixed. No adjustment shall be made pursuant to this Section 5.1(c) which shall have the effect of decreasing the number of Warrant Units issuable upon exercise of the Warrants.

In the event that the Company issues rights pursuant to a unit holder rights plan, no adjustment shall be required under this Section 5.1(c) until the time such rights become exercisable.

In determining whether any rights or warrants entitle the Holders to subscribe for or purchase Common Units at less than the Market Price, and in determining the aggregate price payable to exercise such rights or warrants, there shall be taken into account any consideration received by the Company for such rights or warrants and any amount payable on exercise thereof, the value of such consideration, if other than cash, to be determined reasonably and in good faith by the Board of Directors.

(d) Other Distributions. If the Company fixes a record date for the making of any distribution of Common Units, other securities, evidences of indebtedness or other assets or property of the Company to all or substantially all holders of the Common Units, excluding:

(i) distributions and rights or warrants referred to in Sections 5.1(b) or 5.1(c);

(ii) distributions paid exclusively in cash referred to in Section 5.1(e); and

(iii) any Transaction Consideration in a Fundamental Change (for which Section 5.1(i)(A) applies),

then the number of Warrant Units for which each Warrant is exercisable will be adjusted based on the following formula:

$$NS' = NS_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

NS' = the number of Warrant Units for which each Warrant is exercisable in effect immediately after such distribution

NS_0 = the number of Warrant Units for which each Warrant is exercisable in effect immediately prior to such distribution

SP_0 = the Market Price per Common Unit as of the last Trading Day immediately preceding the first date on which the Common Units trade regular way without the right to receive such distribution

FMV = the fair market value (as determined reasonably and in good faith by the Board of Directors) of the Common Units, other securities, evidences of indebtedness, assets or property distributed with respect to each issued and outstanding Common Unit on the record date for such distribution.

Such adjustment shall become effective immediately prior to 9:00 a.m., New York City time, on the Business Day following the date fixed for the determination of unit holders entitled to receive such distribution. Such adjustment shall be made successively whenever such a record date is fixed with respect to a subsequent event. To the extent such distribution is not so paid or made, the number of Warrant Units will automatically be readjusted to the number that would then be in effect had the adjustment been made on the basis of only the distribution, if any, actually made or paid.

In the event the Company makes a distribution of rights pursuant to a unit holders' rights plan, no adjustment shall be required under this Section 5.1(d) until the time such rights become exercisable.

With respect to an adjustment pursuant to this Section 5.1(d) where there has been an equity interest of or relating to a Subsidiary or other business unit listed on a national securities exchange (a "***Spin-Off***"), the number of Warrant Units for which each Warrant is exercisable in effect immediately before 5:00 p.m., New York City time, on the record date fixed for determination of unit holders entitled to receive the distribution will be increased based on the following formula:

$$NS' = NS_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

NS' = the number of Warrant Units for which each Warrant is exercisable in effect immediately after such distribution

NS_0 = the number of Warrant Units for which each Warrant is exercisable in effect immediately prior to such distribution

FMV_0 = the product of (1) the VWAP of one unit of such capital stock, share capital or similar equity interest on the Exchange on which such capital stock, share capital or similar equity interest is listed

over the first twenty (20) consecutive Trading Day period after the effective date of the Spin-Off and (2) the number of units of such capital stock, share capital or equity interests distributed per Common Unit

MP_0 = the Market Price per Common Unit as of the twentieth (20th) Business Day after the effective date of the Spin-Off.

Such adjustment shall occur on the twentieth (20th) consecutive Trading Day from, and including, the effective date of the Spin-Off. No adjustment shall be made pursuant to this Section 5.1(d) which shall have the effect of decreasing the number of Warrant Units issuable upon exercise of each Warrant. To the extent such distribution is not so paid or made, the number of Warrant Units will automatically be readjusted to the number that would then be in effect had the adjustment been made on the basis of only the distribution, if any, actually made or paid.

(e) Cash Distribution. If the Company makes any cash distribution (excluding any cash distributions in connection with a Winding Up or a Cash Exit Transaction) during any quarterly fiscal period to all or substantially all holders of Common Units, the number of Warrant Units for which each Warrant is exercisable will be adjusted based on the following formula:

$$NS' = NS_0 \times \frac{SP_0}{SP_0 - C}$$

where,

NS' = the number of Warrant Units for which each Warrant is exercisable in effect immediately after the record date for such distribution

NS_0 = the number of Warrant Units for which each Warrant is exercisable in effect immediately prior to the record date for such distribution

SP_0 = the Market Price per Common Unit as of the last Trading Day immediately preceding the first date on which the Common Units trade regular way without the right to receive such distribution (or, if the Common Units are not then traded on an Exchange, the Market Price of the Common Units as of the first Business Day after the record date for such distribution)

C = the amount in cash per Common Unit the Company distributes to holders of Common Units.

Such adjustment shall become effective immediately after the close of business on the date for the determination of unit holders entitled to receive such cash distribution. No adjustment shall be made pursuant to this Section 5.1(e) which shall have the effect of decreasing the number of

Warrant Units issuable upon exercise of the Warrants. To the extent such distribution is not so paid or made, the number of Warrant Units will automatically be readjusted to the number that would then be in effect had the adjustment been made on the basis of only the distribution, if any, actually made or paid.

(f) No Adjustment if Participating. Notwithstanding the foregoing provisions of this Section 5.1, no adjustment shall be made hereunder, nor shall an adjustment be made to the ability of a Holder to exercise, for any distribution described herein if the Holder will otherwise participate in the distribution with respect to its Warrant Units without exercise of the Warrants (without giving effect to any separate exercise of preemptive rights).

(g) When Adjustments Are to Be Made. The adjustments required by this Section 5.1 shall be made whenever and as often as any specified event requiring an adjustment shall occur, except that no adjustment of the Exercise Price or the number of Common Units issuable upon exercise of the Warrants that would otherwise be required shall be made unless and until such adjustment either by itself or with other adjustments not previously made increases or decreases the Exercise Price or the Common Units issuable upon exercise of the Warrants immediately prior to the making of such adjustment by at least 1.0%. Any adjustment representing a change of less than such minimum amount (except as aforesaid) shall be carried forward and made as soon as such adjustment, together with other adjustments required by this Section 5.1 and not previously made, would result in such minimum adjustment.

(h) Adjustment Event. In any case in which this Section 5.1 provides that an adjustment shall become effective immediately after (i) a record date or record date for an event, (ii) the date fixed for the determination of unit holders entitled to receive a distribution pursuant to this Section 5.1 or (iii) a date fixed for the determination of unit holders entitled to receive rights or warrants pursuant to this Section 5.1 (each, a "***Determination Date***"), the Company may elect to defer until the occurrence of the applicable Adjustment Event (x) issuing to the Holder of any Warrant exercised after such Determination Date and before the occurrence of such Adjustment Event, the additional Common Units or other securities issuable upon such exercise by reason of the adjustment required by such Adjustment Event over and above the Common Units issuable upon such conversion before giving effect to such adjustment and (y) paying to such holder any amount in cash in lieu of any fraction pursuant to Section 5.2. For purposes of this Section 5.1(h), the term "***Adjustment Event***" shall mean:

(A) in any case referred to in clause (i) hereof, the occurrence of such event,

(B) in any case referred to in clause (ii) hereof, the date any such distribution is made, and

(C) in any case referred to in clause (iii) hereof, the date of expiration of such rights or warrants.

(i) Adjustments for Fundamental Changes.

(A) In case, after the date hereof, a Fundamental Change (other than a Cash Exit Transaction) shall occur while any Warrants remain outstanding and

unexpired, then proper provision shall be made (including the Company obtaining the agreement of any surviving entity in such transaction to assume the obligations of this Section) so that, upon the basis and terms and in the manner provided in this Agreement, the Holders, upon the exercise of the Warrants any time after the consummation of such transaction and prior to the Expiration Date, shall be entitled to receive (upon payment of the aggregate Exercise Price for each Warrant Unit otherwise issuable upon such exercise) a Unit of Transaction Consideration; provided, further, that the Board of Directors of the Company shall be entitled, in its sole discretion, to reduce the cash portion of a Unit of Transaction Consideration payable to such Holder in respect of each of its Warrants upon exercise thereof if and to the extent the Company reduces the Exercise Price payable by such Holder in respect of each such Warrant by an amount equal to such portion.

(B) In connection with any Fundamental Change (other than a Cash Exit Transaction) prior to the Expiration Date, the Company shall make appropriate provision to ensure that the Holders shall have the right to receive, upon consummation of such transaction and thereafter upon exercise of any convertible securities so received, as applicable, such property as may be required pursuant to this Section 5.1, and to the extent such property includes convertible securities, the Company shall provide for adjustments substantially equivalent to the adjustments provided for in this Section 5.1.

(C) Notwithstanding the foregoing provisions of this Section 5.1(i), in connection with any consolidation, merger, amalgamation, combination, division or binding or statutory Common Unit exchange involving the Company in which the Common Units are converted into, or are exchanged for, or represent solely the right to receive, shares or other equity securities of the resulting or surviving entity (or such entity's ultimate parent entity), the Company shall have the right to cause each Holder to exchange, and each Holder shall exchange, all of the Warrants then held by such Holder for warrants or other securities in such surviving entity or ultimate parent entity with substantially similar economic and other rights, privileges and preferences (with respect to the surviving entity or ultimate parent entity and the equity securities thereof) as those possessed by the Warrants held by such Holder (with respect to the Company and the Common Units) immediately prior to the consummation of such transaction, including adjustments substantially equivalent to the adjustments provided for in this Section 5.1. Each such Holder shall take, or cause to be taken, all actions that are reasonably requested by the Company in furtherance of such exchange, including executing and delivering a warrant or similar agreement with respect to the warrants or other securities to be received by such Holder in such exchange. All Warrants exchanged by Holders pursuant to this Section 5.1(i)(C) shall be canceled and, except as may be set forth in the definitive warrant or similar agreement entered into in connection with such exchange, this Agreement shall terminate as of the consummation of such exchange.

(j) Deferrals. In any case in which this Section 5.1 shall require that a decrease in the Exercise Price or an increase in the number of Warrant Units for which a Warrant

is exercisable be made effective prior to the occurrence of a specified event and any Warrant is exercised after the time at which the adjustment became effective but prior to the occurrence of such specified event, the Company may elect to defer (but not in any event later than the Expiration Date or the date of consummation of the applicable triggering event pursuant to this Section 5.1) until the occurrence of such specified event (i) the issuance to the applicable Holder of the number of Common Units issuable over and above the number of Common Units that would have been issuable upon such exercise immediately prior to such adjustment, and to require payment in respect of such number of Common Units the issuance of which is not deferred on the basis of the Exercise Price in effect immediately prior to such adjustment, and (ii) the corresponding reduction in the Exercise Price.

(k) Optional Tax Adjustment. The Company may at its option, at any time during the term of the Warrants, adjust the number of Common Units into which each Warrant is exercisable, or adjust the Exercise Price, in addition to those changes required by Sections 5.1(b), 5.1(c), 5.1(d) and 5.1(e), as deemed advisable by the Board of Directors of the Company, in order that any event treated for federal income tax purposes as a dividend of shares or share rights shall not be taxable to the recipients (or the amount that is taxable to the recipients shall be reduced).

(l) Warrants Deemed Exercisable. For purposes solely of this Section 5, the number of Common Units which the Holder of any Warrant would have been entitled to receive had such Warrant been exercised in full at any time or into which any Warrant was exercisable at any time shall be determined assuming such Warrant was exercisable in full at such time.

(m) Number of Units Outstanding. For purposes of this Section 5.1, the number of Common Units at any time in issue shall not include Common Units held in the treasury of the Company but shall include Common Units issuable in respect of scrip certificates issued in lieu of fractions of Common Units. The Company will not make any distribution on Common Units held in the treasury of the Company.

(n) Successive Adjustments. Successive adjustments in the Exercise Price and the number of Common Units for which the Warrants are exercisable shall be made, without duplication, whenever any event specified in this Section 5.1 shall occur.

(o) Notice of Adjustment. Upon the occurrence of each adjustment of the Exercise Price or the number of Common Units into which a Warrant is exercisable pursuant to this Section 5.1, the Company at its expense shall as promptly as practicable:

(i) compute such adjustment in accordance with the terms hereof; and

(ii) deliver to all Holders (in accordance with Section 10.1(b) and Section 10.2) and the Warrant Agent a certificate of the Chief Financial Officer of the Company setting forth the Exercise Price and the number of Common Units into which each Warrant is exercisable after such adjustment, setting forth a brief, detailed statement of the facts requiring such adjustment and the computation by which such adjustment was made (including a description of the basis on which the Market Price of the Common Units was determined by the Board of Directors). As provided in

Section 9, the Warrant Agent shall be entitled to rely on such certificate and shall be under no duty or responsibility with respect to any such certificate, except to exhibit the same from time to time at the Corporate Agency Office (as defined below) to any Holder desiring an inspection thereof during reasonable business hours. The Company hereby agrees that it will provide the Holders and the Warrant Agent with reasonable notice of any Adjustment Event set forth in this Section 5.1. The Company further agrees that it will provide to the Holders and the Warrant Agent with any new or amended exercise terms. The Warrant Agent shall have no obligation under any Section of this Agreement to determine whether an Adjustment Event has occurred or to calculate any of the adjustments set forth herein.

5.2 Fractional Interest. The Company shall not be required upon the exercise of any Warrant to issue any fractional Common Units, but may, in lieu of issuing any fractional Common Units make an adjustment therefore in cash on the basis of the Market Price per Common Unit as of the date of such exercise. The number of Common Units (and any fractional Common Units) shall be calculated on the aggregate number of Warrants exercised by the applicable Holder. If Book-Entry Warrants evidencing more than one Warrant shall be presented for exercise at the same time by the same Holder, the number of full Common Units which shall be issuable upon such exercise thereof shall be computed on the basis of the aggregate number of Warrants so to be exercised. The Holders, by their acceptance of the Book-Entry Warrants, expressly waive their right to receive any fraction of a Common Unit or a unit certificate representing a fraction of a Common Unit if such amount of cash is paid in lieu thereof.

5.3 No Adjustments. No adjustment to the Exercise Price or the number of Warrant Units for which the Warrants are exercisable need be made upon, as a result of or relating to (a) the issuance of any Common Units, Common Unit Equivalents, or other securities which may become issuable pursuant to the Management Plan; (b) the issuance of any other securities by the Company on or after the Original Issue Date, whether or not contemplated by the Plan, or upon the issuance of Common Units upon the exercise of any such securities, except as expressly contemplated in Section 5.1; (c) the issuance of Warrant Units pursuant to the exercise of Warrants; or (d) the issuance of any Equity Securities or other securities of the Company in connection with any acquisition transaction.

5.4 Adjustment of Prices. Whenever any provision of this Agreement requires a calculation of a price over a span of multiple days (including, without limitation, a Market Price, a Cashless Exercise Market Price or a Quoted Price) the Company shall make appropriate adjustments to account for any adjustment to the Exercise Price that becomes effective, or any event requiring an adjustment to the Exercise Price where the record date, effective date or expiration date of the event occurs, at any time during the period when such price is to be calculated. Further, and without limiting the foregoing, in the event of a Cashless Exercise following an adjustment to the Exercise Price where the Cashless Exercise Market Price spans any day prior to the effectiveness of such adjustment, the Company shall make appropriate adjustments to the Cashless Exercise Market Price to take into account such adjustment.

6. Status of Common Units.

The Company covenants that, for the duration of the Exercise Period, the Company will at all times reserve and keep available, under the LLC Agreement and, if applicable, the Company's certificate of formation, the right and ability to issue and deliver upon the exercise of the Warrants, free of preemptive rights, such number of Common Units as from time to time shall be issuable upon the exercise in full of all outstanding Warrants for cash. The Company further covenants that it shall, from time to time, take all steps necessary to increase the authorized number of Common Units if at any time the authorized number of Common Units remaining unissued would otherwise be insufficient to allow delivery of all Common Units then deliverable upon exercise in full of all outstanding Warrants. The Company covenants that all Common Units issuable upon exercise of the Warrants will, upon issuance, be duly and validly issued, fully paid and non-assessable (as such concepts apply to a limited liability company) and will be free of restrictions on transfer other than as set forth in the LLC Agreement and applicable to Common Units generally, and will be free from (i) any and all security interests created by or imposed upon the Company and (ii) all taxes, liens and charges in respect of the issue thereof (other than income or withholding taxes or taxes in respect of any transfer occurring contemporaneously or otherwise specified herein or in connection with a Cashless Exercise). The Company shall take all such actions as may be necessary to ensure that all such Common Units may be so issued without violation of any requirements of any U.S. national securities exchange upon which Common Units may be listed (except for official notice of issuance which shall be promptly delivered by the Company upon each such issuance). The Company covenants that all Common Units will, at all times that Warrants are exercisable, be duly approved for listing subject to official notice of issuance on each securities exchange, if any, on which the Common Units are then listed. The Company covenants that the unit certificates issued to evidence any Common Units issued upon exercise of Warrants, if any, will comply with the applicable provisions of the Delaware Limited Liability Company Act.

The Company hereby authorizes and directs its current and future transfer agents for the Common Units at all times to reserve unit certificates for such number of authorized Common Units, to the extent as, and if, required. The Company will supply such transfer agents with duly executed unit certificates for such purposes, to the extent as, and if, required.

7. Warrant Transfer Books.

The Warrant Agent will maintain an office or offices (the "***Corporate Agency Office***") in the United States of America, where Warrants may be surrendered for registration of transfer or exchange and where Warrants may be surrendered for exercise of Warrants, which office is 48 Wall Street, 22nd Floor, New York, New York 10005 on the Original Issue Date. The Warrant Agent will give prompt written notice to all Holders of any change in the location of such office.

The Warrants shall be issued in registered form only. The Company shall cause to be kept at the Corporate Agency Office a Warrant Register in which, subject to such reasonable regulations as the Warrant Agent may prescribe and such regulations as may be prescribed by law, the Company shall provide for the registration of Warrants and of transfers or exchanges of Warrants as herein provided.

All Book-Entry Warrants issued upon any registration of transfer or exchange of Book-Entry Warrants shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Agreement, as the Book-Entry Warrants surrendered for such registration of transfer or exchange.

No service charge shall be made for any registration of transfer or exchange of Warrants; provided, however, the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange. The Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes and/or charges unless and until it is reasonably satisfied that all such payments have been made.

The Warrant Agent shall, upon request and at the expense of the Company from time to time, deliver to the Company such reports of registered ownership of the Warrants and such records of transactions with respect to the Warrants and the Common Units as the Company may request. The Warrant Agent shall, upon reasonable advance notice, also make available to the Company for inspection by the Company's agents or employees, from time to time as the Company may request, such books of accounts and records maintained by the Warrant Agent in connection with the issuance and exercise of Warrants hereunder, such inspections to occur at the Corporate Agency Office during normal business hours.

The Warrant Agent shall keep copies of this Agreement and any notices given to Holders hereunder available for inspection, upon reasonable advance notice, by the Holders during normal business hours at the Corporate Agency Office. The Company shall supply the Warrant Agent from time to time with such numbers of copies of this Agreement as the Warrant Agent may request.

8. Warrant Holders.

8.1 No Rights as Unit Holder until Exercise.

(a) Prior to the exercise of the Warrants and the date the Warrant Units are required to be delivered hereunder, and prior to compliance with all terms and conditions of this Agreement and the LLC Agreement for admission as a Member, no Holder of a Warrant shall have or exercise any rights by virtue hereof as a holder of Common Units of the Company or as a Member of the Company, including, without limitation, the right to vote, to receive distributions or dividends as a holder of Common Units or to receive notice of, or attend, meetings or any other proceedings of the holders of Common Units;

(b) The consent of any Holder of a Warrant shall not be required with respect to any action or proceeding of the Company; and

(c) No Holder of a Warrant shall have any right not expressly conferred hereunder or under, or by applicable law with respect to, the Warrant held by such Holder.

8.2 Rights of Action. All rights of action against the Company in respect of this Agreement, except rights of action vested in the Warrant Agent, are vested in the Holders of the Warrants, and any Holder of any Warrant, without the consent of the Warrant Agent or the Holder

of any other Warrant, may, in such Holder's own behalf and for such Holder's own benefit, enforce and may institute and maintain any suit, action or proceeding against the Company suitable to enforce, or otherwise in respect of, such Holder's right to exercise such Holder's Warrants in the manner provided in this Agreement.

9. Concerning the Warrant Agent.

Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 and 9.8 shall survive the expiration of the Warrants and the termination of this Agreement and the resignation, replacement or removal of the Warrant Agent.

9.1 Rights and Duties of the Warrant Agent.

(a) The Company hereby appoints the Warrant Agent to act as agent of the Company as set forth in this Agreement. The Warrant Agent hereby accepts the appointment as agent of the Company and agrees to perform that agency upon the express terms and conditions (and no implied terms or conditions) set forth in this Agreement, in the Warrant Statements, by all of which the Company and the Holders of Warrants, by their acceptance thereof, shall be bound; provided, however, that the terms and conditions contained in the Warrant Statements are subject to and governed by this Agreement. The Warrant Agent shall act solely as agent of the Company hereunder and does not assume any obligation or relationship of agency or trust for or with any of the Holders or any beneficial owners of Warrants or any other Person.

(b) The Warrant Agent shall not, by countersigning Warrant Statements or by any other act hereunder, be deemed to make any representations as to validity or authorization of (i) the Warrants or the Warrant Statements (except as to its countersignature thereon), (ii) any securities or other property delivered upon exercise of any Warrant, (iii) the accuracy of the computation of the number or kind or amount of units, stock, shares or other securities or other property deliverable upon exercise of any Warrant, (iv) the correctness of any of the representations of the Company made in such certificates that the Warrant Agent receives or (v) any of the statements of act or recitals contained in this Agreement or Warrant Statement. The Warrant Agent shall not at any time have any duty to calculate or determine whether any facts exist that may require any adjustments pursuant to Section 5 hereof with respect to the kind and amount of units, stock, shares or other securities or any property issuable to Holders upon the exercise of Warrants required from time to time. The Warrant Agent shall have no duty or responsibility to determine the accuracy or correctness of such calculation or with respect to the methods employed in making the same. The Warrant Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any Common Units or of any securities or property which may at any time be issued or delivered upon the exercise of any Warrant or upon any adjustment pursuant to Section 5 hereof, and it makes no representation with respect thereto. The Warrant Agent shall not be responsible for any failure of the Company to make any cash payment or to issue, transfer or deliver any Common Units or Common Unit certificates or other securities or property upon the surrender of any Warrant for the purpose of exercise or upon any adjustment pursuant to Section 5 hereof or to comply with any of the covenants of the Company contained in Section 5 hereof. The Company shall perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further acts, instruments and assurances as may reasonably be required by the Warrant Agent in order to enable it to carry out or perform its duties under this Agreement.

(c) The Warrant Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Warrant Statements (except its countersignature thereof) or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

(d) The Warrant Agent shall not have any duty or responsibility in the case of the receipt of any written demand from any Holder of Warrants with respect to any action or default by the Company, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or to make any demand upon the Company.

(e) The Warrant Agent may rely on and shall be held harmless and protected and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in reliance upon any certificate, statement, instrument, opinion, notice, letter, facsimile transmission, telegram or other document, or any security delivered to it, and believed by it to be genuine and to have been made or signed by the proper party or parties, or upon any written or oral instructions or statements from the Company with respect to any matter relating to its acting as Warrant Agent hereunder.

(f) The Warrant Agent shall not be obligated to expend or risk its own funds or to take any action that it believes would expose or subject it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

(g) The Warrant Agent shall not be liable or responsible for any failure of the Company to comply with any of its obligations relating to any registration statement filed with the SEC or this Agreement, including without limitation obligations under applicable regulation or law.

(h) The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrants authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issue and sale, or exercise, of the Warrants.

(i) The Warrant Agent shall act hereunder solely as agent for the Company, and its duties shall be determined solely by the express provisions hereof (and no duties or obligations shall be inferred or implied). The Warrant Agent shall not assume any obligations or relationship of agency or trust with any of the owners or holders of the Warrants.

(j) The Warrant Agent may rely on and be fully authorized and protected in acting or failing to act upon (i) any guaranty of signature by an "eligible guarantor institution" that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable "signature guarantee program" or insurance program in addition to, or in substitution for, the foregoing; or (ii) any law, act, regulation or any interpretation of the same even though such law, act, or regulation may thereafter have been altered, changed, amended or repealed.

(k) In the event the Warrant Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the Warrant Agent hereunder, the Warrant Agent shall, as soon as practicable, provide notice of such ambiguity or uncertainty to the Company, and the Warrant Agent may, in its sole discretion, refrain from taking any action, and shall be fully protected and shall not be liable in any way to Company, the holder of any Warrant or any other person or entity for refraining from taking such action, unless the Warrant Agent receives written instructions signed by the Company which eliminates such ambiguity or uncertainty to the satisfaction of the Warrant Agent.

(l) Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement, and will be held harmless for such reliance, and shall not be held liable in connection with any delay in receiving such statement.

(m) The Warrant Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder, including any event or condition that may require action by the Warrant Agent, unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 10.1 hereof, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

9.2 Limitation of Liability.

(a) The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything contained herein to the contrary, the Warrant Agent's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement, whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to the Warrant Agent as fees and charges, but not including reimbursable expenses, during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought. Neither party to this Agreement shall be liable to the other party for any consequential, indirect, punitive, special or incidental damages under any provisions of this Agreement or for any consequential, indirect, punitive, special or incidental damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.

(b) Exclusions. The Warrant Agent shall have no responsibility with respect to the validity or execution of any Warrant. The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any

Warrant. The Warrant Agent shall not be responsible to make any adjustments required under the provisions of Section 5 hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Common Units to be issued pursuant to this Agreement or any Warrant or as to whether any Common Units shall, when issued, be valid and fully paid and non-assessable (as such concepts apply to a limited liability company).

9.3 Indemnification.

(a) The Company covenants and agrees to indemnify and to hold the Warrant Agent harmless against any costs, expenses (including reasonable and documented fees of its legal counsel), losses or damages, which may be paid, incurred or suffered by or to which it may become subject, arising from or out of, directly or indirectly, any claims or liability resulting from its actions as Warrant Agent pursuant hereto; provided that such covenant and agreement does not extend to, and the Warrant Agent shall not be indemnified with respect to, such costs, expenses, losses and damages incurred or suffered by the Warrant Agent as a result of, or arising out of, its gross negligence, bad faith, fraud or willful misconduct (which gross negligence, bad faith, fraud or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction). The reasonable and documented out-of-pocket costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

(b) Instructions. From time to time, the Company may provide the Warrant Agent with instructions, by Company Order or otherwise, concerning the services performed by the Warrant Agent hereunder. In addition, at any time the Warrant Agent may apply to any officer of the Company for instruction with respect to any matter arising in connection with the services to be performed by the Warrant Agent under this Agreement. The Warrant Agent and its agents and subcontractors shall not be liable and shall be indemnified by Company for any action taken, suffered or omitted to be taken by the Warrant Agent in reliance upon any Company instructions.

9.4 Right to Consult Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company) with respect to any matter arising in connection with the services to be performed by the Warrant Agent under this Agreement, and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) of the Warrant Agent in accordance with the opinion or advice of such legal counsel.

9.5 Compensation and Reimbursement. The Company agrees to pay to the Warrant Agent reasonable compensation for all services rendered by it hereunder, as set forth on a fee schedule mutually agreed upon on or prior to the date hereof and, from time to time, on demand of the Warrant Agent, to reimburse the Warrant Agent for all of its reasonable and documented out-of-pocket expenses and legal counsel fees and other disbursements incurred in the preparation, delivery, negotiation, amendment, administration and execution of this Agreement and the exercise and performance of its duties hereunder.

9.6 Warrant Agent May Hold Company Securities. The Warrant Agent and any stockholder, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not the Warrant Agent under this Agreement. Nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other legal entity. Nothing herein shall preclude the Warrant Agent or any Countersigning Agent from acting in any other capacity for the Company or for any other legal entity.

9.7 Resignation and Removal; Appointment of Successor.

(a) The Warrant Agent may resign its duties and be discharged from all further duties and liability hereunder (except liability arising as a result of the Warrant Agent's own gross negligence, bad faith, fraud or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction) after giving thirty (30) days' prior written notice to the Company. The Company may remove the Warrant Agent upon thirty (30) days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as aforesaid. The Warrant Agent shall, at the expense of the Company, cause notice to be given in accordance with Section 10.1(a) to the Company of said notice of resignation. Upon such resignation or removal, the Company shall appoint in writing a new Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant may apply to any court of competent jurisdiction for the appointment of a new Warrant Agent. The new Warrant Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be reasonably necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the reasonable expense of the Company and shall be legally and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, (i) the Company shall file notice thereof with the resigning or removed Warrant Agent, (ii) the resigning or removed Warrant Agent shall deliver all of the relevant books and records to the successor Warrant Agent and (iii) the resigning or removed Warrant Agent shall deliver any funds held in connection with this Agreement to any such successor Warrant Agent. Failure to give any notice provided for in this Section 9.7(a), however, or any defect therein, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a new Warrant Agent as the case may be.

(b) Any Person into which the Warrant Agent or any new Warrant Agent may be merged, or any Person resulting from any consolidation to which the Warrant Agent or any new Warrant Agent shall be a party, shall be a successor Warrant Agent under this Agreement without any further act. Any such successor Warrant Agent shall promptly cause notice of its succession as Warrant Agent to be given in accordance with Section 10.1(b) to each Holder of a Warrant at such Holder's last address as shown on the Warrant Register.

9.8 Appointment of Countersigning Agent.

(a) The Warrant Agent may, but is not required to, appoint a Countersigning Agent or Agents which shall be authorized to act on behalf of the Warrant Agent to countersign Warrant Statements issued upon original issue and upon exchange or registration of transfer, and Warrant Statements so countersigned shall be entitled to the benefits of this Agreement equally and proportionately with any and all other Warrant Statement duly executed and delivered hereunder. Wherever reference is made in this Agreement to the countersignature and delivery of Warrant Statements by the Warrant Agent or to Warrant Statements countersigned by the Warrant Agent, such reference shall be deemed to include countersignature and delivery on behalf of the Warrant Agent by a Countersigning Agent and Warrant Statements countersigned by a Countersigning Agent.

(b) A Countersigning Agent may resign at any time by giving thirty (30) days' prior written notice thereof to the Warrant Agent and to the Company. The Warrant Agent may at any time terminate the agency of a Countersigning Agent by giving thirty (30) days' prior written notice thereof to such Countersigning Agent and to the Company.

(c) The Warrant Agent agrees to pay to each Countersigning Agent from time to time reasonable compensation for its services under this Section 9.8 and the Warrant Agent shall be entitled to be reimbursed for such payments, subject to the provisions of Section 9.5.

(d) Any Countersigning Agent shall have the same rights and immunities as those of the Warrant Agent set forth in this Agreement.

(e) Any Person into which the Warrant Agent or a Countersigning Agent may be merged or any Person resulting from any consolidation to which the Warrant Agent or such Countersigning Agent shall be a party, shall be a successor Warrant Agent or Countersigning Agent, as applicable, without any further act; provided that such Person would be eligible for appointment as a new Warrant Agent or Countersigning Agent, as applicable, under the provisions of Section 9.8(a), without the execution or filing of any paper or any further act on the part of the Warrant Agent or the Countersigning Agent. Any such successor Warrant Agent or Countersigning Agent shall promptly cause notice of its succession as Warrant Agent or Countersigning Agent, as applicable, to be given in accordance with Section 10.1(b) to each Holder of a Warrant at such Holder's last address as shown on the Warrant Register.

10. Notices.

10.1 Notices Generally.

(a) Any request, notice, direction, authorization, consent, waiver, demand or other communication permitted or authorized by this Agreement to be made upon, given or furnished to or filed with the Company or the Warrant Agent by the other party hereto or by any Holder shall be sufficient for every purpose hereunder if in writing (including telecopy or electronic communication) and telecopied, sent via electronic means, trackable or first-class mail or delivered by hand (including by courier service) as follows:

if to the Company, to:

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Rebecca Fox, General Counsel
Email: BeccaFox@curo.com

if to the Warrant Agent, to:

Equiniti Trust Company, LLC
48 Wall Street, 22nd Floor
New York, NY 10005
Email: ReorgWarrants@equiniti.com

or, in either case, such other address as shall have been set forth in a notice delivered in accordance with this Section 10.1(a).

All such communications shall be effective when sent.

(b) Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if (i) in writing and mailed, by trackable or first-class mail, to each Holder affected by such event, at the address of such Holder as it appears in the Warrant Register or (ii) sent by electronic means. Without limiting any of the rights or immunities of the Warrant Agent under this Agreement, where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. [For the avoidance of doubt, any notice required to be given to Holders with respect to any Warrants represented by a Global Warrant Certificate shall be required to be given only to DTC.]

[Where this Agreement provides for notice of any event to a Holder of a Global Warrant Certificate, such notice shall be sufficiently given if given to the Depositary (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice.]

10.2 Required Notices to Holders. In the event the Company shall:

(a) take any action that would result in an adjustment to the Exercise Price and/or the number of Common Units issuable upon exercise of a Warrant pursuant to Section 5.1;

(b) effect any Fundamental Change or Winding Up; or

(c) make a tender offer or exchange offer with respect to the Common Units (each of (a), (b) or (c), an "***Action***");

then, in each such case, the Company shall cause to be delivered to the Warrant Agent and shall give to each Holder of a Warrant, in accordance with Section 10.1(b) hereof, a written notice of such Action, including, in the case of an action pursuant to Section 10.2(a), the information required under Section 5.1(o). To the extent such notice does not constitute material nonpublic information in the reasonable determination of the Company, such notice shall be given promptly prior to taking such Action (and in any event at least seven (7) days prior to the date of the taking of such Action). To the extent applicable to the subject Action, such notice shall specify (i) the record date, if any, by which a Person must be a registered holder of Common Units to receive any distribution or otherwise participate in the Action as a holder of Common Units and (ii) if such Action is or, assuming its consummation, would be an Adjustment Event, to the extent such amount is reasonably calculable at the time such notice is given, the adjusted Exercise Price and number of Warrant Units issuable upon exercise of one Warrant after giving effect to such Adjustment Event.

If at any time the Company shall cancel any of the Actions for which notice has been given under this Section 10.2 prior to the consummation thereof, the Company shall give each Holder prompt notice of such cancellation in accordance with Section 10.1(b).

In addition, in the event that the Company enters into any definitive agreement or plan in respect of a Fundamental Change, the Company shall cause to be delivered to the Warrant Agent and shall give to each Holder of a Warrant, in accordance with Section 10.1(b), a notice of the entering into such definitive agreement or plan, unless the Company has already given notice of the Action that is the subject of such definitive agreement or plan pursuant to the first paragraph of this Section 10.2.

11. Information Rights.

Each Holder, by virtue of being a Holder listed in the Warrant Register, shall be entitled to the same information rights of the Members that are set forth in Section [11.4] of the LLC Agreement, subject to the same obligations of Members (as defined in the LLC Agreement) that are set forth in Section [11.17] of the LLC Agreement in respect of any information received pursuant to such information rights, as if each reference therein to one or more "Members" were deemed instead a reference to one or more "Holders." For avoidance of doubt, the rights and obligations of Holders under this Section 11 are subject to any amendments or modifications of Sections [11.4] or [11.17] of the LLC Agreement effected from time to time in accordance with the terms of the LLC Agreement; provided that, to the extent that any such amendment or modification changes the section number where any information rights or confidentiality obligations of Members of the type set forth in Section [11.4] and Section [11.17], respectively,

are set forth in the LLC Agreement, the cross-references to Sections [11.4] and [11.17] of the LLC Agreement in the first sentence of this Section 11 shall be deemed to include (or will be replaced with, as applicable) cross-references to each such changed section number from and after such amendment or modification.

12. Inspection.

The Warrant Agent shall cause a copy of this Agreement to be available at all reasonable times at the office of the Warrant Agent for inspection by any Holder of any Warrant.

13. Supplements and Amendments.

(a) This Agreement may be amended by the Company and the Warrant Agent with the consent of the Required Warrant Holders.

(b) Notwithstanding the foregoing, the Company and the Warrant Agent may, without the consent or concurrence of the Holders of the Warrants, by supplemental agreement or otherwise, amend this Agreement for the purpose of making any changes or corrections in this Agreement that (i) are required to cure any ambiguity or to correct or supplement any defective or inconsistent provision or clerical omission or mistake or manifest error herein contained or (ii) add to the covenants and agreements of the Company in this Agreement thereafter to be observed, or surrender any rights or powers reserved to or conferred upon the Company in this Agreement; provided, however, that in the case of clause (ii) such amendment shall not adversely affect, alter or change the rights or interests of the Holders of the Warrants hereunder in any material respect.

(c) The consent of each Holder of any Warrant affected thereby shall be required for any supplement or amendment to this Agreement or the Warrants that would: (i) increase the Exercise Price or decrease the number of Common Units receivable upon exercise of Warrants, in each case other than as provided in Section 5.1; (ii) change the Expiration Date to an earlier date; or (iii) modify the provisions contained in Section 5.1 in a manner adverse to the Holders of Warrants generally with respect to their Warrants.

(d) The Warrant Agent shall join with the Company in the execution and delivery of any such amendment; provided that, as a condition precedent to the Warrant Agent's execution of any amendment to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment is in compliance with the terms of this Section 13. Notwithstanding anything in this Agreement to the contrary, the Warrant Agent shall not be required to execute any amendment to this Agreement that it has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement and no amendment to this Agreement shall be effective unless duly executed by the Warrant Agent. Upon execution and delivery of any amendment pursuant to this Section 13, such amendment shall be considered a part of this Agreement for all purposes and every Holder of a Warrant or holder of an interest in a Warrant theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(e) Promptly after the execution by the Company and the Warrant Agent of any such amendment, the Company shall give notice to the Holders of Warrants, setting forth in

general terms the substance of such amendment, in accordance with the provisions of Section 10.1(b). Any failure of the Company to mail such notice or any defect therein shall not, however, in any way impair or affect the validity of any such amendment.

14. Waivers.

The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Required Warrant Holders and the prior written consent of the Warrant Agent.

15. Successors.

The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company, the Warrant Agent and the Holders and their respective successors and permitted assigns.

16. Headings.

The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

17. Counterparts.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.

18. Severability.

The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof; provided that, if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a court or other Governmental Entity not to be enforceable in accordance with its terms, the parties agree that the court or other Governmental Entity making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced; provided, further that, if such excluded provision shall adversely affect the rights, immunities, liabilities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately upon written notice to the Company.

19. Benefits of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the Company, the Warrant Agent and the Holders from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company, the Warrant Agent and the Holders any rights or remedies under or by reason of this Agreement or any part hereof, and

all covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and of the Holders. Each Holder or holder of an interest in a Warrant, by acceptance of a Warrant or of such interest in a Warrant, agrees to all of the terms and provisions of this Agreement applicable thereto.

20. Applicable Law; Jurisdiction; Waiver of Service and Venue; Waiver of Jury Trial.

THIS AGREEMENT, EACH WARRANT ISSUED HEREUNDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT CONSENT AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTE ARISES IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT CONSENT AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (II) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE IN THE MANNER HEREIN PROVIDED. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR SUCH HOLDER'S OWNERSHIP OF WARRANTS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A WARRANT (BY RECEIPT OF A WARRANT OR AN INTEREST IN A WARRANT) AND THE WARRANT AGENT CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER SUCH PARTY HAS REPRESENTED,

EXPRESSLY OR OTHERWISE, THAT ANY OTHER SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND ACKNOWLEDGES THAT EACH OTHER SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20.

21. Entire Agreement.

This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

22. Force Majeure.

Notwithstanding anything to the contrary contained herein, the Warrant Agent will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, epidemics, pandemics, government orders, shortage of supply, disruptions in public utilities, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest; provided that the Warrant Agent shall (a) use its commercially reasonable efforts to end or mitigate the effects of any such occurrence on its performance and (b) resume the performance of its obligations as soon as reasonably practicable after the end of such occurrence.

23. Further Assurances.

The Company shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Warrant Agent for the carrying out or performing by the Company of the provisions of this Agreement.

24. Confidentiality.

The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, nonpublic Holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services set forth in the attached schedule shall remain confidential, and shall not be voluntarily disclosed to any other Person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). However, each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

[REORGANIZED CURO]

By: ______________________________
Name:
Title:

EQUINITI TRUST COMPANY, LLC

By: ______________________________
Name:
Title:

EXHIBIT A

FORM OF WARRANT STATEMENT AND WARRANT LEGEND

[Form of Warrant Statement to be included by the Warrant Agent; sample below]

AST

BOOK-ENTRY ADVICE

AST
OPERATIONS CENTER
6201 15TH AVENUE
BROOKLYN, NY 11219
Phone: 800-937-5449
www.astfinancial.com

Co. Name & Class of Security

STATEMENT DATE:
COMPANY NUMBER:
COMPANY NAME:

Address

CUSIP NUMBER:
SHAREHOLDER ACCOUNT NUMBER:

BOOK-ENTRY TRANSACTION INFORMATION	
TRANSACTION TYPE:	BOOK SHARES CREDITED
NUMBER OF SHARES:	7,138.000
TRANSACTION NUMBER:	BK*0000049

ACCOUNT SUMMARY	
CURRENT BALANCES	
BOOK-ENTRY SHARES:	7,138.000
CERTIFICATED SHARES:	0.000
DIVIDEND REINVESTMENT SHARES:	0.000
TOTAL SHARES:	7,138.000

This statement is your record of shares that have been credited to your account in book-entry form with American Stock Transfer & Trust Company, LLC ("AST"), the transfer agent for this issue.

The Issuer will furnish, without charge, to each holder who so requests, the powers, designations, preferences and relative participating optional or other special rights of each class of security or series thereof, and the qualifications, limitations or restrictions of such preferences and/or rights

A portion or all of the shares represented by this Advice are subject to either an Issuer restriction or a regulatory restriction under the Securities Act of 1933 and cannot be transferred without the approval of the Issuer or Legal Counsel for the Issuer.

WARRANT LEGEND

THIS WARRANT HAS BEEN, AND THE SECURITIES REPRESENTED HEREBY WILL BE, ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE "**BANKRUPTCY CODE**"). THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THE UNDERLYING WARRANT AGREEMENT AND THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CURO], DATED ON OR ABOUT THE DATE OF THE WARRANT AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, THE "**LLC AGREEMENT**"), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER OF THIS WARRANT OR THE SECURITIES REPRESENTED BY THIS WARRANT WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE APPLICABLE TERMS OF THE WARRANT AGREEMENT AND, AS APPLICABLE, THE LLC AGREEMENT. THE SECURITIES REPRESENTED BY THIS WARRANT ARE ALSO SUBJECT TO CERTAIN OTHER RIGHTS AND OBLIGATIONS AS SET FORTH IN THE LLC AGREEMENT.

ONLY MEMBERS ARE ENTITLED TO EXERCISE THE RIGHTS OF MEMBERS UNDER THE LLC AGREEMENT, INCLUDING INFORMATION RIGHTS, VOTING RIGHTS AND REGISTRATION RIGHTS UNDER THE LLC AGREEMENT. NO PERSON MAY BECOME A MEMBER PURSUANT TO ANY TRANSFER OF UNITS OTHER THAN A TRANSFER THAT IS PERMITTED BY AND IN ACCORDANCE WITH THE TERMS OF THE LLC AGREEMENT, WHICH INCLUDES, AMONG THE ABOVE-REFERENCED RESTRICTIONS, RESTRICTIONS ON TRANSFERS TO "COMPETITORS" OF THE

COMPANY. [A THEN-CURRENT LIST OF SUCH COMPETITORS MAY BE OBTAINED BY CONTACTING: GENERAL COUNSEL, [REORGANIZED CURO], [ADDRESS].]

EXHIBIT B

[FACE OF GLOBAL WARRANT CERTIFICATE][2]

[REORGANIZED CURO]

GLOBAL WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON UNITS

[FACE]

No. [___] CUSIP No. [●]

UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO [REORGANIZED CURO] (THE "**COMPANY**"), THE CUSTODIAN OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFER OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, AND NOT IN PART, TO THE COMPANY, DTC, THEIR SUCCESSORS AND THEIR RESPECTIVE NOMINEES.

THIS WARRANT HAS BEEN, AND THE SECURITIES REPRESENTED HEREBY WILL BE, ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE "**BANKRUPTCY CODE**"). THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT

[2] **Note to Draft**: To include if Warrants are DTC eligible.

AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

IN ADDITION, THIS WARRANT AND THE SECURITIES REPRESENTED BY THIS WARRANT MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS SUCH TRANSFER COMPLIES WITH THE PROVISIONS OF THE UNDERLYING WARRANT AGREEMENT AND THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT OF [REORGANIZED CURO], DATED ON OR ABOUT THE DATE OF THE WARRANT AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED OR MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS, THE "**LLC AGREEMENT**"), A COPY OF WHICH IS ON FILE AND MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER OF THIS WARRANT OR THE SECURITIES REPRESENTED BY THIS WARRANT WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE APPLICABLE TERMS OF THE WARRANT AGREEMENT AND, AS APPLICABLE, THE LLC AGREEMENT. THE SECURITIES REPRESENTED BY THIS WARRANT ARE ALSO SUBJECT TO CERTAIN OTHER RIGHTS AND OBLIGATIONS AS SET FORTH IN THE LLC AGREEMENT.

ONLY MEMBERS ARE ENTITLED TO EXERCISE THE RIGHTS OF MEMBERS UNDER THE LLC AGREEMENT, INCLUDING INFORMATION RIGHTS, VOTING RIGHTS AND REGISTRATION RIGHTS UNDER THE LLC AGREEMENT. NO PERSON MAY BECOME A MEMBER PURSUANT TO ANY TRANSFER OF UNITS OTHER THAN A TRANSFER THAT IS PERMITTED BY AND IN ACCORDANCE WITH THE TERMS OF THE LLC AGREEMENT, WHICH INCLUDES, AMONG THE ABOVE-REFERENCED RESTRICTIONS, RESTRICTIONS ON TRANSFERS TO "COMPETITORS" OF THE COMPANY. [A THEN-CURRENT LIST OF SUCH COMPETITORS MAY BE OBTAINED BY CONTACTING: GENERAL COUNSEL, [REORGANIZED CURO], [ADDRESS].]

[REORGANIZED CURO][3]

No.__ [__,__,___] Warrants
CUSIP No. [●]

THIS CERTIFIES THAT, for value received, [_______________________], or registered assigns, is the registered owner of the number of Warrants to purchase Common Units of [Reorganized Curo], a Delaware limited liability company (the "***Company***", which term includes any successor thereto under the Warrant Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, the "***Warrant Agreement***"), dated as of [●], 2024, between the Company and Equiniti Trust Company, LLC (the "***Warrant Agent***", which term includes any successor thereto permitted under the Warrant Agreement) specified above or such lesser number as may from time to time be endorsed on the "Schedule of Decreases in Warrants" attached hereto, and is entitled, subject to and upon compliance with the provisions hereof and of the Warrant Agreement, at such Holder's option, at any time when the Warrants evidenced hereby are exercisable, to purchase from the Company one Common Unit of the Company for each Warrant evidenced hereby, at the purchase price of $[●] per Common Unit (as adjusted from time to time, the "***Exercise Price***"), payable in full at the time of purchase, the number of Common Units into which and the Exercise Price at which each Warrant shall be exercisable, each being subject to adjustment as provided in Section 5 of the Warrant Agreement.

The Company shall pay any and all taxes (other than income or withholding taxes) that may be payable in respect of the issue or delivery of Common Units on exercise of Warrants. The Company shall not be required, however, to pay any tax or other charge imposed in respect of any transfer involved in the issue and delivery of Common Units in book-entry form or any certificates for Common Units or payment of cash to any Person other than the Holder of the Warrant certificate evidencing the exercised Warrant, and in case of such transfer or payment, the Warrant Agent and the Company shall not be required to issue or deliver any Common Units in book-entry form or any certificate or pay any cash until (a) such tax or charge has been paid or an amount sufficient for the payment thereof has been delivered to the Warrant Agent or to the Company, (b) it has been established to the Company's satisfaction that any such tax or other charge that is or may become due has been paid or (c) all other information as set forth in the Warrant Agreement has been received and all other terms and conditions of such issuance and delivery set forth in the Warrant Agreement have been complied with.

Each Warrant evidenced hereby may be exercised by the Holder hereof at the Exercise Price then in effect on any Business Day from and after the Original Issue Date until 5:00 p.m., New York time, on the Expiration Date in the Warrant Agreement.

Subject to the provisions hereof and of the Warrant Agreement, the Holder of this Global Warrant Certificate may exercise all or any whole number of the Warrants evidenced hereby by delivery to the Warrant Agent of the Exercise Form on the reverse hereof, setting forth the number of Warrants being exercised and, if applicable, whether Cashless Exercise is being elected with respect thereto, and otherwise properly completed and duly executed by the Holder thereof to the Warrant Agent, and delivering such Warrants by book-entry transfer through the facilities of the

[3] **Note to Draft**: To include if Warrants are DTC eligible.

Depositary, to the Warrant Agent in accordance with the Applicable Procedures and otherwise complying with Applicable Procedures in respect of the exercise of such Warrants, together with payment in full of the Exercise Price as then in effect for each Common Unit receivable upon exercise of each Warrant being submitted for exercise unless Cashless Exercise is being elected with respect thereto. Any such payment of the Exercise Price is to be by wire transfer in immediately available funds to such account of the Company at such banking institution as the Company shall have designated from time to time for such purpose.

Reference is hereby made to the further provisions of this Global Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Global Warrant Certificate has been countersigned by the Warrant Agent by manual, facsimile or electronic signature of an authorized officer on behalf of the Warrant Agent, this Global Warrant Certificate shall not be valid for any purpose and no Warrant evidenced hereby shall be exercisable.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed.

Dated: [________ __], 20[__]

[Reorganized Curo]

[SEAL]

By: ______________________________
[Title]

ATTEST:

Countersigned:

Equiniti Trust Company, LLC, as Warrant Agent

OR

[ ]

By: ______________________________
Authorized Agent

By: ______________________________
as Countersigning Agent

By: ______________________________
Authorized Officer

Reverse of Global Warrant Certificate[4]

[REORGANIZED CURO]

GLOBAL WARRANT CERTIFICATE

EVIDENCING

WARRANTS TO PURCHASE COMMON UNITS

The Warrants evidenced hereby are one of a duly authorized issue of Warrants of the Company designated as its Warrants to Purchase Common Units ("***Warrants***"), limited in aggregate number to [●] issued under and in accordance with the Warrant Agreement, dated as of [●], 2024 (the "***Warrant Agreement***"), between the Company and Equiniti Trust Company, LLC (the "***Warrant Agent***", which term includes any successor thereto permitted under the Warrant Agreement), to which the Warrant Agreement and all amendments thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the Warrant Agent and the Holders of Warrants. A copy of the Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent for inspection by the Holder hereof.

The Exercise Price and the number of Common Units purchasable upon exercise of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

Except as provided in the Warrant Agreement, all outstanding Warrants shall expire and all rights of the Holders of such Warrants shall automatically terminate and cease to exist as of 5:00 p.m., New York time, on the Expiration Date. The "***Expiration Date***" shall mean the earlier to occur of (a) the seventh (7th) anniversary of the Original Issue Date or, if not a Business Day, then the next Business Day thereafter and (b) a Winding Up.

The Warrant Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of Warrants under the Warrant Agreement at any time by the Company and the Warrant Agent with the consent of the Required Warrant Holders.

Until the valid exercise of any Warrant, subject to the provisions of the Warrant Agreement and except as may be specifically provided for in the Warrant Agreement, (i) no Holder of a Warrant shall have or exercise any rights by virtue hereof as a holder of Common Units of the Company or as a Member of the Company, including, without limitation, the right to vote, to receive distributions or dividends or to receive notice of, or attend meetings of, unit holders or any other proceedings of the Company; (ii) the consent of any such Holder shall not be required with respect to any action or proceeding of the Company; and (iii) no such Holder shall have any right not expressly conferred by the Warrant held by such Holder.

[4] **Note to Draft**: To include if Warrants are DTC eligible.

This Global Warrant Certificate, each Warrant evidenced thereby and the Warrant Agreement shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Global Warrant Certificate which are defined in the Warrant Agreement shall have the meanings assigned to them in the Warrant Agreement.

Exercise Form

Equiniti Trust Company, LLC
48 Wall Street, 22nd Floor
New York, NY 10005
E-mail: ReorgWarrants@equiniti.com

Re: [Reorganized Curo] Warrant Agreement, dated as of [●], 2024

In accordance with and subject to the terms and conditions hereof and of the Warrant Agreement, the undersigned Holder of this Warrant hereby irrevocably elects to exercise ________________ Warrants and represents that for each of the Warrants evidenced hereby being exercised such Holder either has (please check one box only):

☐ tendered the Exercise Price in the aggregate amount of $__________ by wire transfer in immediately available funds to such account of the Company at such banking institution as the Company shall have designated from time to time for such purpose; or

☐ elected a "Cashless Exercise".

The undersigned, if not already a Member of the Company, is concurrently delivering a joinder to the LLC Agreement.

The undersigned requests that the Common Units issuable upon exercise be in fully registered form in such denominations and registered in such names and delivered, together with any other property receivable upon exercise, in such manner as is specified in the instructions set forth below.

[If the number of Warrants exercised is less than all of the Warrants evidenced hereby, the Warrant Agent shall endorse the "Schedule of Decreases in Warrants" attached hereto to reflect the Warrants being exercised.]

Dated: ____________________________ Name: ________________________________

(Please Print)

____

(Insert Social Security or Other Identifying Number of Holder)

Address: ________________________________

____

____

Signature

(Signature must conform in all respects to name of Holder as specified in the Warrant Register and must bear a signature guarantee by a bank, trust company or member firm of a U.S. national securities exchange.)

Signature Guaranteed:

Instructions as to denominations of Common Units issuable upon exercise and as to delivery of such securities and any other property issuable upon exercise:

SCHEDULE A

SCHEDULE OF DECREASES IN WARRANTS

The following decreases in the number of Warrants evidenced by this Global Warrant Certificate have been made:

Date	Amount of decrease in number of Warrants evidenced by this Global Warrant Certificate	Number of Warrants evidenced by this Global Warrant Certificate following such decrease	Signature of authorized signatory

EXHIBIT [C]

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Limited Liability Company Agreement, dated as of [●], 2024 (as amended, modified, supplemented or restated from time to time, the "LLC Agreement"), of [Reorganized Curo], a limited liability company formed under the laws of Delaware (the "Company"). Pursuant to and in accordance with Section 4.1(e) of the LLC Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLC Agreement, and agrees that upon execution of this Joinder Agreement (this "Agreement") and upon the satisfaction of the conditions to the admission of such Person as a Member set forth in the LLC Agreement, such Person shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto, with effect from and after the date hereof.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of __________________________.

[NEW MEMBER]

By: ________________________________
Name:
Title:

This is Exhibit “H” referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

NOTICE OF FILING OF FIRST AMENDED PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

PLEASE TAKE NOTICE THAT on April 30, 2024, the above-captioned debtors and debtors in possession (the "Debtors") filed the *Notice of Filing of Plan Supplement for the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* [Docket No. 283] (the "Plan Supplement") in support of the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* [Docket No. 50, as modified by Docket Nos. 119 and 325] (as further modified, amended or supplemented from time to time, the "Plan").[2]

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file this amendment to the Plan Supplement (this "First Amended Plan Supplement") in support of the Plan. The First Amended Plan Supplement contains the following documents (each as defined in the Plan and certain of which continue to be negotiated and will be filed in substantially final form prior to the Effective Date), as may be modified, amended, or supplemented from time to time, as well as redlines against the versions filed in the Plan Supplement.

Exhibit B	Supplemented List of Identities of the Members of the New Board
Exhibit B-1	Redline of List of Identities of New Board
Exhibit C	Modified Exit Facility Credit Agreement
Exhibit C-1	Redline of Exit Facility Credit Agreement
Exhibit E	Modified Rejected Executory Contract and Unexpired Lease List
Exhibit E-1	Redline of Rejected Executory Contract and Unexpired Lease List

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not defined herein have the same meaning as set forth in the Plan.

Exhibit G Modified CVR Agreement
Exhibit G-1 Redline of CVR Agreement

PLEASE TAKE FURTHER NOTICE THAT the documents contained in the First Amended Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto and are not in agreed form for execution among the Debtors, the Ad Hoc Group and/or the Consenting Stakeholders. The Debtors and interested parties with respect thereto reserve the right to alter, amend, modify, or supplement any document in this First Amended Plan Supplement in accordance with the Plan and the Restructuring Support Agreement at any time before the Effective Date of the Plan or any such other date as may be provided for by the Plan or by order of the Court; *provided* that if any document in this First Amended Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Combined Hearing, the Debtors will file a redline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, the First Amended Plan Supplement or related documents, you should contact Epiq Corporate Restructuring, LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases ("Epiq"), by: (a) writing to CURO Group Holdings Corp, c/o Epiq Ballot Processing Center, P.O. Box 4422, Beaverton, OR 97076-4422; (b) emailing CURO@epiqglobal.com with a reference to "CURO" in the subject line; or (c) calling the Debtors' restructuring hotline at (877) 354-3909 (Domestic) or +1 (971) 290-1442 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: http://www.txs.uscourts.gov. Copies of certain orders, notices, and pleadings, as well as other information regarding these chapter 11 cases, are also available for inspection free of charge online at https://dm.epiq11.com/Curo.

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE NOTICE AND CLAIMS AGENT.

Dated: May 12, 2024
Houston, Texas

/s/ Sarah Link Schultz
AKIN GUMP STRAUSS HAUER & FELD LLP
Sarah Link Schultz (State Bar No. 24033047;
S.D. Tex. 30555)
Patrick Wu (State Bar No. 24117924;
S.D. Tex. 3872088)
2300 N. Field Street, Suite 1800
Dallas, TX 75201-2481
Telephone: (214) 969-2800
Facsimile: (214) 969-4343
Email: sschultz@akingump.com
pwu@akingump.com

-and-

Michael S. Stamer (admitted *pro hac vice*)
Anna Kordas (admitted *pro hac vice*)
Omid Rahnama (admitted *pro hac vice*)
One Bryant Park
New York, NY 10036-6745
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: mstamer@akingump.com
akordas@akingump.com
orahnama@akingump.com

Proposed Counsel to the Debtors

Exhibit B

Modified List of Identities of the Members of the New Board

1. **Thomas Casarella** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Casarella is a Managing Director and Assistant Portfolio Manager at Oaktree Capital Management, L.P. He helps lead investing efforts in Oaktree's consumer, business and financial services industries. Prior to joining Oaktree in 2012, he served as Deputy Chief Restructuring Officer at the United States Department of the Treasury. Before that, Mr. Casarella was an investor in the Private Equity Group at Brookfield Asset Management. He is a board member of Healthcare Finance Direct, Crossroads Building Supply, Gitsit Solutions, Techstyle Fashion Group, and WHP Global. Mr. Casarella is also the Chairman of the Board of Trustees for the Children's Bureau. He began his career as an analyst at Goldman Sachs and an associate at Lazard. Mr. Casarella holds an A.B. degree summa cum laude from Bowdoin College, an M.A. degree in economics from Oxford University, and an M.B.A. from the Harvard Business School. He is also a CFA charterholder.

2. **Douglas Clark** – to serve for no additional compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Clark is the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. Mr. Clark has served as the Chief Executive Officer of CURO and as a director since November 2022. He first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. He was appointed President, N.A. Direct Lending, in May 2022. Prior to joining Heights Finance Corporation, Mr. Clark has served as President at Axcess Financial for five years. Prior to that role, for 11 years, Mr. Clark served as Chief Operating Officer with responsibility for the retail and central operations in the U.S. & U.K. markets, information technology, marketing and credit risk analytics. Prior to his time at Axcess Financial, Mr. Clark worked with Chiquita Brands International, a multinational producer and distributor of fresh fruits, in a variety of financial and operational roles. Mr. Clark earned his bachelor's degree in finance from Xavier University.

3. **Robert Hurzeler** - to serve for $100,000 per annum in cash plus RSUs with an initial value of $250,000 (subject to vesting requirements), as well as potential additional compensation for committee service or other contributions, receipt of standard indemnifications and placement of D&O insurance.

   Mr. Hurzeler has served on the Board of Directors of CURO Group Holdings Corp. since Sep-tember 2023. Mr. Hurzeler has served as the Chief Executive Officer of Flagship Credit Ac-ceptance, an auto lender, since 2019. Prior to joining Flagship, Mr. Hurzeler

served as Chief Operating Officer of OneMain Financial, a non-prime lender, from 2014 to 2019. Previously in his career, Mr. Hurzeler was Chief Operating Officer of Global Lending Services, an auto lend-er, from 2012 to 2014, and served in various roles of increasing responsibility at Wells Fargo & Company from 1986 to 2012, most recently serving as President of Auto Finance from 2008 to 2012. Mr. Hurzeler holds a B.A. in Business from Concordia University-Wisconsin.

4. **Nathaniel Lipman** – to serve for $100,000 per annum in cash plus RSUs with an initial value of $250,000 (subject to vesting requirements), as well as potential additional compensation for committee service or other contributions, receipt of standard indemnifications and placement of D&O insurance.

   Mr. Lipman served as Executive Chairman of CX Loyalty Holdings, Inc. ("CX Loyalty," a global provider of customer loyalty platforms and solutions), formerly known as Affinion Group Holdings, Inc. from 2012 until November 2015, and as President and Chief Executive Officer from October 2005 (when CX Loyalty was formed through the purchase of assets from Cendant Corporation ("Cendant") by a coalition of investors) to 2012. Mr. Lipman joined Cendant in June 1999 as Senior Vice President, Corporate Development and Strategic Planning. After a series of increasing responsibilities in business development and marketing, Mr. Lipman served as President and Chief Executive Officer of Cendant's domestic membership business, Trilegiant, from 2002 to April 2004, and served as President and Chief Executive Officer of the Cendant Marketing Services Division from April 2004 to 2005. Prior to Cendant, Mr. Lipman held various legal and finance roles since 1989, including roles with Planet Hollywood, Inc., House of Blues Entertainment, Inc. and The Walt Disney Company. Mr. Lipman also has significant experience serving as a director of both public and private companies, including prior service on the boards of directors of FTD.com, Redbox Automated Holdings, LLC, and Diamond Resorts International, Inc. Mr. Lipman received his B.A. from UC Berkeley and his J.D. from UCLA.

5. **Samuel F. Martini** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Martini is Managing Partner of OCO Capital Partners LP ("OCO"). Prior to co-founding OCO in 2018, he was a Partner at Omega Advisors, Inc. ("Omega") in numerous capacities beginning in 2009. While at Omega, Mr. Martini served as the Co-Director of Research from 2011 to 2016 and served as the Chairman of the Stock Selection Committee from 2016 until the end of 2018. Mr. Martini maintained a wide focus while at Omega, concentrating on general opportunities throughout the capital structure in a diverse group of industries as well as different sectors of structured credit including collateralized loan obligations and asset backed securities. Additionally, Mr. Martini co-founded Omega Credit Opportunities in June 2013 as a stand-alone entity within Omega, focused on the structured credit, corporate credit and specialty finance market. Prior to joining Omega, Mr. Martini was an Analyst at Cobalt Capital with a generalist focus across the capital structure from 2002 to 2008. Prior to his time at

Cobalt, Mr. Martini was an Associate in the investment bank of Bankers Trust / Deutsche Banc Alex Brown. Mr. Martini graduated from Middlebury College with a degree in Political Science and Classics.

6. **David Smolens** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

Mr. Smolens is a Managing Director in Oaktree's Special Situations group and helps lead investing efforts in financial services, among other industries. He joined the firm in 2019 from Apollo Global Management, where he was an associate in the Hybrid Value group. Prior thereto, Mr. Smolens was with Citigroup as an analyst in the Financial Institutions group. He began his career with First Reserve Corporation. Mr. Smolens currently serves on the boards of Neovia Logistics and TriMark USA. He received his B.A. in economics from the University of Notre Dame.

7. **Michael J. Wartell** - to serve for $100,000 per annum in cash plus RSUs with an initial value of $250,000 (subject to vesting requirements), as well as potential additional compensation for committee service or other contributions, receipt of standard indemnifications and placement of D&O insurance.

Mr. Wartell is the former Co-Chief Investment Officer and owner of Venor Capital Management (2005-2023) sharing the responsibility of managing the Firm's investment program and risk management. He has over 30 years of experience in alternative investing strategies (credit opportunities/credit solutions and special situations). Prior to founding Venor, he was a Managing Director and co-head of North American Proprietary Special Situations Research at Deutsche Bank (1999-2005) where he was partly responsible for investing approximately $1 billion of capital and managing the team's research professionals. Prior to joining Deutsche Bank in 1999, Michael served as Vice President/Analyst/Trader in Merrill Lynch's Debt/Leverage Finance Group (1993 – 1999) Additionally he was an analyst at Matrix Asset Advisors (1992 – 1993) and had worked as an Accountant on the Tax Staff of Arthur Andersen, LLP (1991 – 1992). He earned a B.S.E. (Cum Laude) with concentrations in Finance and Accounting from The Wharton School at The University of Pennsylvania in 1991. Mike has the CFA designation and has passed the CPA exam.

Exhibit B-1

Redline

~~Identity~~Modified List of Identities of the ~~members~~Members of the New Board

1. **Thomas Casarella** – to serve for no compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Casarella is a Managing Director and Assistant Portfolio Manager at Oaktree Capital Management, L.P. He helps lead investing efforts in Oaktree's consumer, business and financial services industries. Prior to joining Oaktree in 2012, he served as Deputy Chief Restructuring Officer at the United States Department of the Treasury. Before that, Mr. Casarella was an investor in the Private Equity Group at Brookfield Asset Management. He is a board member of Healthcare Finance Direct, Crossroads Building Supply, Gitsit Solutions, Techstyle Fashion Group, and WHP Global. Mr. Casarella is also the Chairman of the Board of Trustees for the Children's Bureau. He began his career as an analyst at Goldman Sachs and an associate at Lazard. Mr. Casarella holds an A.B. degree summa cum laude from Bowdoin College, an M.A. degree in economics from Oxford University, and an M.B.A. from the Harvard Business School. He is also a CFA charterholder.

2. **Douglas Clark** – to serve for no additional compensation, subject to receipt of standard indemnifications and placement of D&O insurance.

   Mr. Clark is the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. Mr. Clark has served as the Chief Executive Officer of CURO and as a director since November 2022. He first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. He was appointed President, N.A. Direct Lending, in May 2022. Prior to joining Heights Finance Corporation, Mr. Clark has served as President at Axcess Financial for five years. Prior to that role, for 11 years, Mr. Clark served as Chief Operating Officer with responsibility for the retail and central operations in the U.S. & U.K. markets, information technology, marketing and credit risk analytics. Prior to his time at Axcess Financial, Mr. Clark worked with Chiquita Brands International, a multinational producer and distributor of fresh fruits, in a variety of financial and operational roles. Mr. Clark earned his bachelor's degree in finance from Xavier University.

~~3. **Nathaniel Lipman** – compensation to be determined.~~

3. **Robert Hurzeler** - to serve for $100,000 per annum in cash plus RSUs with an initial value of $250,000 (subject to vesting requirements), as well as potential additional compensation for committee service or other contributions, receipt of standard indemnifications and placement of D&O insurance.

   Mr. Hurzeler has served on the Board of Directors of CURO Group Holdings Corp. since Sep-tember 2023. Mr. Hurzeler has served as the Chief Executive Officer of Flagship Credit Ac-ceptance, an auto lender, since 2019. Prior to joining Flagship, Mr. Hurzeler

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~~6. One independent director mutually agreed upon by the Consenting 1.5L Noteholders (excluding Oaktree Capital Management, L.P., Caspian Capital LP, Empyrean Capital Partners, LP and OCO Capital Partners, L.P.) – compensation to be determined.~~

~~7. One independent director, whose seat will be filled pursuant to a customary majority vote of the equityholders – compensation to be determined.~~

Exhibit C

Modified Exit Facility Credit Agreement

[DRAFT]

TERM LOAN CREDIT AGREEMENT

dated as of [_], 2024

among

[REORGANIZED CURO GROUP HOLDINGS CORP.],[1]
as the Borrower,

THE SUBSIDIARIES OF CURO GROUP HOLDINGS CORP. LISTED IN THE SIGNATURE PAGES HERETO,
each as Guarantors,

THE LENDERS PARTY HERETO,

and

ALTER DOMUS (US) LLC,
as Administrative Agent and Collateral Agent

Senior Secured Term Loan Facility

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[1] NTD: TBD.

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TERM LOAN CREDIT AGREEMENT

This TERM LOAN CREDIT AGREEMENT is entered into as of [_], 2024 among [REORGANIZED CURO GROUP HOLDINGS CORP.], a Delaware corporation (the "Borrower"), each Guarantor from time to time party hereto, each Lender from time to time party hereto, and ALTER DOMUS (US) LLC, as administrative agent and collateral agent.

WHEREAS, on March 25, 2024 (the "Petition Date"), the Borrower and certain other Loan Parties (together with any of their Subsidiaries and Affiliates that are or became debtors under the Chapter 11 Cases, collectively, the "Debtors," and each individually, a "Debtor") voluntarily commenced Chapter 11 Cases, jointly administered under Chapter 11 Case No. 24-90165 (MI) (collectively, the "Chapter 11 Cases" and each individually, a "Chapter 11 Case") in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court");

WHEREAS, in connection with the Chapter 11 Cases, the Borrower, as a debtor and a debtor-in-possession, entered into that certain Superpriority Senior Secured Debtor-in-Possession Credit Agreement, dated as of April 4, 2024, by and among the Borrower, each guarantor from time to time party thereto, each lender from time to time party thereto (collectively, the "DIP Lenders") and Alter Domus (US) LLC, as administrative agent and collateral agent, pursuant to which the DIP Lenders provided to the Borrower a superpriority senior secured debtor-in-possession credit facility in an aggregate principal amount of $70,000,000.00 (the "DIP Facility");

WHEREAS, the Borrower is party to that certain First Lien Credit Agreement, dated as of May 15, 2023, by and among the Borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Prepetition 1L Lenders") and Alter Domus (US) LLC, as agent (the "Prepetition First Lien Facility").

WHEREAS, this Agreement, together with the other Facility Documents, are the "Exit Facility Documents" referred to in the Debtors' Joint Prepackaged Plan of Reorganization (as amended, supplemented, or otherwise modified from time to time, the "Chapter 11 Plan") filed in the Chapter 11 Cases of the Debtors; and

WHEREAS, pursuant to the Chapter 11 Plan, (i) the Prepetition 1L Lenders are entitled to receive their ratable share of the Second Out Loans (as defined below) in satisfaction of their claims under the Prepetition First Lien Facility, (ii) the DIP Lenders are entitled to receive their ratable share of the First Out Loans (as defined below) in satisfaction of their claims under the DIP Facility and (iii) the Borrower is authorized to borrow additional amounts that were committed but undrawn under the DIP Facility on the terms and conditions set forth in this Agreement and the other Facility Documents;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS, ACCOUNTING TERMS AND RULES OF CONSTRUCTION

Section 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Accepting Lender" has the meaning set forth in Section 2.14(c).

"Acquired Debt" means with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person was merged with or into or became a Subsidiary of such specified Person, including Indebtedness Incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person at the time such asset is acquired by such specified Person.

"Activities" has the meaning set forth in Section 8.02.

"Ad Hoc Group" has the meaning set forth in the Chapter 11 Plan.

"Additional Secured Obligations" means (a) all Cash Management Obligations, (b) all Secured Hedging Obligations and (c) all costs and expenses incurred in connection with enforcement and collection of the foregoing, including the reasonable fees, charges and disbursements of counsel, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under the Bankruptcy Code or other applicable Law naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; *provided* that Additional Secured Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

"Administrative Agent" means Alter Domus (US) LLC, in its capacity as administrative agent hereunder, or any successor in such capacity.

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to Term SOFR; provided that if Term SOFR shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

"Adverse Proceeding" means any action, suit, proceeding, hearing (in each case, whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Borrower or any of its Subsidiaries) at Law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of the Borrower or any of its Subsidiaries, threatened

against or affecting the Borrower or any of its Subsidiaries or any property of the Borrower or any of its Subsidiaries.

"Affected Financial Institution" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Affiliate Transactions" has the meaning set forth in Section 5.20(a).

"Agent" means, collectively, the Administrative Agent and the Collateral Agent.

"Agent Fee Letter" shall mean that certain Administrative Agent and Collateral Agent Fee Letter, dated as of the Closing Date, by and among the Borrower and the Agents.

"Aggregate Payments" has the meaning set forth in Section 7.08.

"Agreement" means this Term Loan Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Amounts Due" has the meaning set forth in Section 2.16.

"Asset Sale" means:

(1) the Disposition of any assets;

(2) the issuance or sale by the Borrower or any of its Subsidiaries of Equity Interests of any of the Borrower's Subsidiaries; and

(3) an Event of Loss.

"Assignment Agreement" means an Assignment and Assumption Agreement substantially in the form of Exhibit G, with such amendments or modifications as may be approved by the Administrative Agent.

"Assignment Effective Date" has the meaning specified in Section 9.05(b).

"Authorized Officer" means, with respect to any Person, any of the chairman of the board, the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, the secretary, any assistant secretary or any vice president (or authorized signatory holding equivalent function) of such Person (or of such Person's general partner, member or other similar Person); provided that, when such term is used in reference to any document executed by, or a certification of, an Authorized Officer, upon request of the

Administrative Agent, the secretary, an assistant secretary or any other officer or manager (or authorized signatory holding equivalent function) of such Person (or of such Person's general partner, member or other similar Person) shall have delivered (which delivery may be made on the Closing Date) an incumbency certificate to the Administrative Agent as to the authority of such individual.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for a term rate Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement 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 2.21(d).

"Backstop Notes" means the Senior Secured Notes issued by Loan SPV, as in effect on the Closing Date and with such modifications as the holders thereof and Loan SPV may agree, which modifications are immaterial or which reflect corresponding modifications to the Loans in accordance with the terms hereof.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Code" shall mean the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and certified as 11 U.S.C. Section 101 *et seq*.

"Bankruptcy Court" shall have the meaning assigned to such term in the recitals of this Agreement.

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the 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 2.21(a).

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent (at the direction of the Required Lenders) and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) 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 and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, then the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Facility 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 the Administrative Agent (at the direction of the Required Lenders) and the Borrower 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; provided however that, such Benchmark Replacement Adjustment is administratively feasible for the Administrative Agent.

"Benchmark Replacement Date" means, a date and time determined by the Required Lenders, which date shall be no later than 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 all Available Tenors of such Benchmark (or the published component used in the calculation thereof) have 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 of 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 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 Facility Document in accordance with Section 2.21 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Facility Document in accordance with Section 2.21.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in, and subject to, Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Board" means the Board of Governors of the Federal Reserve System (or any successor).

"Board of Directors" means:

(a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(b) with respect to a partnership, the board of directors or other governing body of the general partner of the partnership;

(c) with respect to a limited liability company, the board of directors, managers or other governing body, and in the absence of the same, the managing member or members or any controlling committee of managing members thereof; and

(d) with respect to any other Person, the board or committee of such Person or other individual or entity serving a similar function.

"Borrower" has the meaning specified in the preamble hereto.

"Borrowing Request" means a written notice substantially in the form of Exhibit A-1.

"Business Day" means (a) a day which is not a Saturday or Sunday or a legal holiday and on which banks are not required or permitted by Law or other governmental action to close in New York City, New York and (b) if such day relates to a borrowing of, a payment or prepayment of principal of or interest on a Loan or a notice by the Borrower with respect to any such borrowing, payment or prepayment, which is also a U.S. Government Securities Business Day.

"CAD", "CAD$" or "Canadian Dollars" means the lawful currency of Canada.

"Canadian Subsidiary" means any Subsidiary incorporated or organized in Canada or any province or territory thereof.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under a lease of (or other Indebtedness arrangements conveying the right to use) real or personal property which are required to be classified and accounted for as a capital lease or capitalized on a balance sheet of such Person determined in accordance with GAAP and the amount of such obligations shall be the capitalized amount thereof in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount

due under such lease or other arrangement prior to the first date upon which such lease or other arrangement may be terminated by the lessee without payment of a penalty.

"Capital Stock" of any Person means any and all shares, interests, participations or other equivalents (however designated) of such Person's capital stock, including preferred stock, whether now outstanding or issued after the Closing Date.

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally Guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition;

(2) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or banker's acceptances having maturities of one year or less from the date of acquisition issued by any lender to the Borrower or any of its Subsidiaries or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $1,000,000,000;

(3) commercial paper of an issuer rated at least A-1 by Standard & Poor's Ratings Group ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition;

(4) repurchase obligations of any financial institution satisfying the requirements of clause (2) of this definition, having a term of not more than 30 days, with respect to securities issued or fully Guaranteed or insured by the United States government;

(5) securities with maturities of one year or less from the date of acquisition issued or fully Guaranteed by any state of the United States, by any political subdivision or taxing authority of any such state or by any foreign government, the securities of which state, political subdivision, taxing authority or foreign government (as the case may be) have one of the two highest ratings obtainable from either S&P or Moody's;

(6) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any financial institution satisfying the requirements of clause (2) of this definition;

(7) money market, mutual or similar funds that invest at least 95% of their assets in assets satisfying the requirements of clauses (1) through (6) of this definition;

(8) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $1,000,000,000; and

(9) with respect to Foreign Subsidiaries only, any Investments outside of the United States that are functional foreign equivalents in all material respects to the Cash Equivalents described in clauses (1) through (5) above.

"Cash Management Obligations" means all obligations of any Loan Party in respect of overdrafts and liabilities that arise from treasury, depositary or cash management services, including in connection with any automated clearing house transfers of funds, or any similar transactions, in each case pursuant to an agreement with any person that, at the time it enters into such agreement (or on the Closing Date), is an Agent, a Lender or an Affiliate of an Agent or a Lender; provided that obligations under such agreement are not designated by notice delivered by the Borrower to the Administrative Agent to be excluded from being Cash Management Obligations.

"Certificate re Non-Bank Status" means a certificate substantially in the form of Exhibit J-1, J-2, J-3 or J-4, as applicable.

"CFC" means a Subsidiary of the Borrower that is a controlled foreign corporation within the meaning of Section 957(a) of the Code.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Change of Control" means the occurrence of any of the following:[3]

(1) the direct or indirect Disposition, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its Subsidiaries, taken as a whole, to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) other than the Borrower or any of its Subsidiaries;

(2) the adoption of a plan relating to the liquidation or dissolution of the Borrower; or

(3) the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" or "group" (as defined above) other than the Permitted Holders, becomes the "beneficial owner" (as such term is defined in Rules 13d-3

[3] To be updated to account for holding company structure

and 13d-5 under the Exchange Act, except that for purposes of this clause (3) such "person" or "group" shall be deemed to have "beneficial ownership" of all shares that such "person" or "group" has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the Voting Stock of the Borrower.

"Chapter 11 Cases" shall have the meaning assigned to such term in the recitals of this Agreement.

"Closing Date" means the date on which the conditions specified in Section 3.01 are satisfied (or waived in accordance with the terms hereof), which date is acknowledged to be [_], 2024.

"Closing Date First Out Commitment" means a First Out Commitment to be funded or deemed funded on the Closing Date in accordance with Section 2.01(a)(i) and as set forth on Schedule 2.01(a).

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, all of the property (including Equity Interests) in which Liens are purported to be granted pursuant to the Collateral Documents as security for the Obligations.

"Collateral Agent" means Alter Domus (US) LLC, in its capacity as collateral agent hereunder, or any successor in such capacity.

"Collateral Documents" means the Security Agreement, the Pledge Agreement and all other instruments, documents and agreements delivered by any Loan Party pursuant to this Agreement or any of the other Facility Documents in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a Lien on any assets or property of that Loan Party as security for the Obligations, including UCC financing statements and amendments thereto and filings with the U.S. Patent and Trademark Office and the U.S. Copyright Office.

"Commitment" means a First Out Commitment and/or Second Out Commitment, as the case may be.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.) and any successor thereto.

"Compliance Certificate" means a Compliance Certificate substantially in the form of Exhibit C.

"Confidential Information" means all information received from the Borrower or any Affiliate of the Borrower on any of their respective businesses, other than any such information that is available to an Agent or a Lender on a non-confidential basis prior to disclosure by the Borrower or any of its Affiliates, *provided* that, in the case of information received from the Borrower or any of its Affiliates after the Closing Date, such information is clearly identified as confidential at the time of delivery. A Person required to maintain the confidentiality of Confidential Information as provided in this Agreement is a "Confidential Person." Any

Confidential Person shall be considered to have complied with its obligation to do so if such Confidential Person has exercised the same degree of care to maintain the confidentiality of such Confidential Information as such Confidential Person would accord to its own confidential information.

"Conforming Changes" means, with respect to either the use or administration of Adjusted Term 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 an "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, the applicability of Section 2.24 and other technical, administrative or operational matters) that the Administrative Agent (at the direction of the Required Lenders) decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent or the Required Lenders determine that no market practice for the administration of any such rate exists, in such other manner of administration as the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement and the other Facility Documents); provided however that such market practice or other manner of administration is administratively feasible for the Administrative Agent; and provided further that no Conforming Change may affect the rights or duties of the Administrative Agent without its consent.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Contractual Obligation" means, as applied to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Contributing Guarantors" has the meaning set forth in Section 7.08.

"Counterpart Agreement" means a Counterpart Agreement substantially in the form of Exhibit E delivered by a Loan Party pursuant to Section 7.09.

"CSO Obligations" means obligations to purchase, or other Guarantees of, consumer loans the making of which were facilitated by the Borrower or a Subsidiary of the Borrower acting as a credit services organization or other similar service provider.

"Currency Hedging Obligations" means the obligations of any Person pursuant to an arrangement designed to protect such Person against fluctuations in currency exchange rates.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent (at the direction of the Required Lenders) in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent (at the direction of the Required Lenders) may establish another convention that is administratively feasible for the Administrative Agent.

"Declined Prepayment Amount" has the meaning set forth in Section 2.14(c).

"Declining Lender" has the meaning set forth in Section 2.14(c).

"Default" means any event which is, or after notice or the passage of time or both would become, an Event of Default.

"Default Rate" has the meaning set forth in Section 2.11.

"Defaulting Lender" means any Lender that has (a) failed to fund any portion of its Commitment within one Business Day of the date required to be funded by it hereunder, unless the subject of a good faith dispute, (b) notified the Borrower, the Administrative Agent or any Lender in writing, or has otherwise indicated through a public statement, that it does not intend to comply with its funding obligations generally under agreements in which it commits to extend credit, (c) failed, within three (3) Business Days after receipt of a written request from the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Commitments, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three (3) Business Days of the date when due, unless the subject of a good faith dispute, (e) become subject to a Bail-In Action or (f) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, custodian, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that (i) the Administrative Agent and the Borrower may declare (A) by joint notice to the Lenders that a Defaulting Lender is no longer a "Defaulting Lender" or (B) that a Lender is not a Defaulting Lender if in the case of both clauses (A) and (B) the Administrative Agent and the Borrower each determines, in its sole respective discretion, that (x) the circumstances that resulted in such Lender becoming a "Defaulting Lender" no longer apply or (y) it is satisfied that such Lender will continue to perform its funding obligations hereunder and (ii) a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of Voting Stock or any other equity interest in such Lender or a parent company thereof by a Governmental Authority or an instrumentality thereof.

"DIP Facility" shall have the meaning assigned to such term in the recitals of this Agreement.

"Dispose" or "Disposed of" means to convey, sell, lease, sell and leaseback, assign, farm-out, transfer or otherwise dispose of any property, business or asset. The term "Disposition" shall have a correlative meaning to the foregoing.

"Disqualified Stock" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock (excluding Capital Stock convertible or exchangeable solely at the option of the Borrower or a Subsidiary of the Borrower; provided that any such conversion or exchange will be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable);

(3) is redeemable at the option of the holder thereof, in whole or in part; or

(4) provides for scheduled mandatory payments of dividends in cash,

in the case of each of clauses (1), (2), (3) and (4), on or prior to the ninety-first day after the Scheduled Maturity Date; *provided* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring on or prior to the ninety-first day after the Scheduled Maturity Date will not constitute Disqualified Stock if the terms of such Capital Stock provide that such Person may not repurchase or redeem any such Capital Stock pursuant to such provisions prior to repayment in full of the Loans and all other Obligations that are accrued and payable in connection therewith.

"Dollars", "USD" and "$" mean the lawful currency of the United States of America.

"Domestic Subsidiary" means any Subsidiary other than a Foreign Subsidiary.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, Norway and the United Kingdom.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" means any Person other than a natural Person that is (i) a Lender or an Affiliate or Related Fund of any Lender, or (ii) a commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act) and which extends credit or buys loans in the ordinary course of business; *provided* that in no event shall (A) any Defaulting Lender, (B) any Loan Party or any Affiliate thereof or (C) any direct competitor of any Loan Party or any subsidiary of a Loan Party which, in the case of this clause (C), has been previously identified by the Borrower in writing to the Administrative Agent be an Eligible Assignee; *provided further* that nothing in this definition shall prevent Loan SPV from owning the Loans issued to it on the Closing Date.

"Employee Benefit Plan" means any "employee benefit plan" as defined in Section 3(3) of ERISA which is or was sponsored, maintained or contributed to by, or required to be contributed by, any Loan Party or any of its ERISA Affiliates, or with respect to which any Loan Party or any of its ERISA Affiliates has or could reasonably be expected to have liability, contingent or otherwise under ERISA.

"Environmental Claim" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order, decree or directive (conditional or otherwise) by any Governmental Authority or any other Person, arising (i) pursuant to any Environmental Law, (ii) in connection with any actual or alleged violation of, or liability pursuant to, any Environmental Law, including any Governmental Authorizations issued pursuant to Environmental Law, (iii) in connection with any Hazardous Material, including the presence or Release of, or exposure to, any Hazardous Materials and any abatement, removal, remedial, corrective or other response action related to Hazardous Materials or (iv) in connection with any actual or alleged damage, injury, threat or harm to natural resources, the environment or, as such relate to exposure to Hazardous Materials, health or safety.

"Environmental Laws" means any and all current or future foreign or domestic, federal, state or local Laws (including any common law), statutes, ordinances, orders, rules, regulations, judgments or any other requirements of Governmental Authorities relating to or imposing liability or standards of conduct with respect to (i) the protection of the environment, (ii) the generation, use, storage, transportation or disposal of, or exposure to, Hazardous Materials; or (iii) occupational safety and health as such relate to exposure to Hazardous Materials, industrial hygiene, the protection of human health or welfare as such relate to exposure to Hazardous Materials, in any manner applicable to the Borrower or any of its Subsidiaries or any of their facilities.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, the regulations promulgated thereunder and any successor thereto.

"ERISA Affiliate" means, as applied to any Person, (i) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (ii) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (iii) with respect to any provisions relating to Section 412 of the Code, any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Code of which that Person, any corporation described in clause (i) above or any trade or business described in clause (ii) above is a member.

"ERISA Event" means (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30 day notice to the PBGC has been waived by regulation); (ii) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430 of the Code or Section 303 of ERISA); (iii) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) a determination that any Multiemployer Plan is, or is expected to be in "critical" or "endangered" status under Section 432 of the Code or Section 305 of ERISA; (v) the withdrawal by any Loan Party or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors in which such Loan Party or its ERISA Affiliates was a substantial employer as defined in Section 4001(a)(2) of ERISA or the termination of any such Pension Plan resulting in liability to any Loan Party, or any of its ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (vi) the institution by the PBGC of proceedings to terminate any Pension Plan or the occurrence of any event or condition which would reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer any Pension Plan; (vii) the imposition of liability on any Loan Party (including on account of any of its ERISA Affiliates) pursuant to Section 4062(e) ERISA; (viii) the withdrawal of a Loan Party or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, (ix) the receipt by a Loan Party or any of its ERISA Affiliates of notice from a Multiemployer Plan that it is in insolvency pursuant to Section 4245 of ERISA or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA, (x) failure by any Loan Party or any of its ERISA Affiliates thereof to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430 of the Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan after any applicable cure periods; or (xi) the imposition of any lien on any of the rights, properties or assets of any Loan Party, in either case pursuant to Section 303(k) or Section 4068 of ERISA, or Section 430(k) of the Code. For purposes of clause (viii) of the preceding sentence, no complete or partial withdrawal from a Multiemployer Plan shall be deemed to have occurred unless and until the Borrower or any of its ERISA Affiliates receives written notice thereof from such Multiemployer Plan.

"Erroneous Payment" has the meaning set forth in Section 2.15(i)(A).

"Erroneous Payment Deficiency Assignment" has the meaning set forth in Section 2.15(i)(D).

"Erroneous Payment Impacted Class" has the meaning set forth in Section 2.15(i)(D).

"Erroneous Payment Return Deficiency" has the meaning set forth in Section 2.15(i)(D).

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Loss" means, with respect to any property or asset, any (i) loss or destruction of, or damage to, such property or asset or (ii) any condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such property or asset, or confiscation or requisition of the use of such property or asset.

"Events of Default" has the meaning specified in Section 6.01.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, any successor statute thereto, and any regulations promulgated thereunder.

"Excluded Assets" means:

(1) the voting Capital Stock of any CFC (other than a Canadian Subsidiary) in excess of 65% of all of the outstanding voting Capital Stock of such CFC;

(2) motor vehicles covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);

(3) (x) real property owned by the Borrower or any of the Guarantors in fee simple that has a Fair Market Value of less than $[2.5] million and (y) leasehold interests in real property with respect to which the Borrower or any Guarantor is a tenant or subtenant;

(4) rights under any contracts that contain a valid and enforceable prohibition on collateral assignment of such rights (other than to the extent that any such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity, or pursuant to the Confirmation Order), but only for so long as such prohibition exists and is effective and valid;

(5) Equity Interests in a Receivables Entity only to the extent that terms of the related Qualified Receivables Facility prohibit the pledge thereof to secure the Obligations;

(6) (i) deposit accounts of the Borrower or any Guarantor and securities accounts held by First Heritage Credit, LLC, in each case, to the extent (a) exclusively used for payroll, payroll taxes, other trust fund taxes and other employee wage and benefit payments or (b) the terms of a

Qualified Receivables Facility (which terms are permitted pursuant to Section 5.17(b)(xiii)) prohibit the pledge thereof to secure the Obligations, and (ii) each deposit or security account expressly excluded as Collateral pursuant to the Security Agreement;

(7) property or assets owned by any Subsidiary of the Borrower that is not a Guarantor;

(8) any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by such office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest of the Indenture Documents;

(9) [reserved;]

(10) Equity Interests in any joint venture only to the extent and for so long as a pledge thereof to secure the Obligations is not permitted by the terms of the joint venture or other agreement under which such joint venture is organized; and

(11) any segregated deposits that constitute Permitted Liens under clauses (5), (6), (9), (11), (12) and (19) of the definition of Permitted Liens, in each case, that are prohibited from being subject to other Liens;

provided, proceeds and products from any and all of the foregoing Excluded Assets shall not themselves constitute Excluded Assets unless such proceeds or products would otherwise constitute Excluded Assets if not proceeds or products of the foregoing.

"Excluded Swap Obligation" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Guarantor of, or the grant by such Guarantor of a Lien to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 7.10 and any other "keepwell", support or other agreement for the benefit of such Guarantor and any and all Guarantees of such Guarantor's Swap Obligations by other Loan Parties) at the time the Guaranty of such Guarantor, or grant by such Guarantor of a Lien, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a Swap Master Agreement governing more than one Swap Agreement, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swap Agreements for which such Guaranty or Lien is or becomes excluded in accordance with the first sentence of this definition.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by overall net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (1) that are imposed as a result of such Recipient being

organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (2) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.19(b), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.19(c) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Indebtedness" means any Indebtedness of the Borrower or any of its Subsidiaries outstanding on the Closing Date, other than the Obligations and the Securitization Facilities.

"Exposure" means, with respect to any Lender as of any date of determination, as the context may require, (a) that Lender's Commitment; (b) the sum of that Lender's Commitment and the sum of the aggregate outstanding principal amount of the Loans of that Lender; and (c) after the termination of the Commitments, the sum of the aggregate outstanding principal amount of the Loans of that Lender.

"Facility Documents" means, collectively, this Agreement, the Notes, if any, the Collateral Documents, any Intercreditor Agreement, any related fee letter, including the Agent Fee Letter, and each other agreement or instrument executed or delivered in connection herewith or therewith (including each other agreement, instrument or document that creates a Lien in favor of the Collateral Agent for the benefit of the Secured Parties to secure the Obligations) that is designated by the parties thereto as a "Facility Document."

"Fair Market Value" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the Board of Directors of the Borrower, as applicable; provided, however, that with respect to any such value less than $2.5 million, only the good faith determination of the Borrower's senior management shall be required.

"Fair Share" has the meaning set forth in Section 7.08.

"Fair Share Contribution Amount" has the meaning set forth in Section 7.08.

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date of this Agreement (or any amended or successor version described above) and any fiscal or regulatory legislation, rules, or practices adopted pursuant to any intergovernmental agreement among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means for any day, the rate per annum (expressed, as a decimal, rounded upwards, if necessary, to the next higher 1/100 of 1.00%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (i) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (ii) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to the Administrative Agent, in its capacity as a Lender, on such day on such transactions as determined by the Administrative Agent.

"Financial Officer Certification" means, with respect to the financial statements for which such certification is required, the certification of the chief financial officer of the Borrower that such financial statements fairly present, in all material respects, the financial condition of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"First Out Commitment" means a commitment of a Lender to make, be deemed to make, or otherwise fund a First Out Loan hereunder on the Closing Date or thereafter, and "First Out Commitments" means such commitments of all Lenders in the aggregate. The amount of each Lender's First Out Commitment, if any, is set forth opposite such Lender's name on Schedule 2.01,[4] subject to any adjustment or reduction pursuant to the terms and conditions hereof.

"First Out Lender" means each financial institution listed on Schedule 2.01 hereto as a First Out Lender for so long as they hold a First Out Loan and any other Person that becomes a party hereto as a First Out Lender pursuant to an Assignment Agreement.

"First Out Loan" means a loan made or deemed made by a First Out Lender to the Borrower pursuant to Section 2.01(a).

"Fiscal Quarter" means each fiscal quarter of the Borrower and its Subsidiaries.

"Fiscal Year" means each fiscal year of the Borrower and its Subsidiaries.

"Floor" means a rate of interest equal to 2.50%.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Subsidiary incorporated or organized in a jurisdiction other than the United States or any state thereof or the District of Columbia.

"Fronting Lender" shall mean Barclays Bank PLC.[5]

[4] Includes any unfunded delayed draw DIP Commitments.
[5] Fronting Lender provisions to be discussed.

"Fronting Fee Letter" shall mean that certain Fronting Fee Letter, dated as of the Closing Date, by and among, inter alia, the Borrower and the Fronting Lender (as such Fronting Fee Letter may be amended, supplemented or otherwise modified).

"Funding Guarantors" has the meaning set forth in Section 7.08.

"GAAP" means generally accepted accounting principles in the United States as in effect on the Closing Date, consistently applied.

"Governmental Authority" means the government of the United States of America or any other nation, or of 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 (including any supra-national bodies such as the European Union or the European Central Bank).

"Governmental Authorization" means any permit, license, authorization, certification, registration, approval, plan, directive, consent order or consent decree of or from any Governmental Authority.

"Guarantee" means, with respect to any Person, any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise); or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business.

The term "Guarantee" used as a verb has a corresponding meaning.

"Guaranteed Indebtedness" of any Person means, without duplication, all Indebtedness of any other Person referred to in the definition of Indebtedness and all dividends of other Persons, in either case, the payment of which such Person has Guaranteed or for which such Person is directly or indirectly responsible or liable as obligor, guarantor or otherwise.

"Guaranteed Obligations" has the meaning specified in Section 7.01.

"Guarantor" means each of the Guarantors listed in the signature pages hereto and each other Subsidiary of the Borrower that hereafter becomes a Guarantor in accordance with Section 7.09; *provided* that the Borrower shall also be a Guarantor with respect to Obligations owing by

any other Loan Party (determined before giving effect to Sections 7.01 and 7.10) under the Guaranty.

"Guaranty" means, collectively, the Guarantee made by the Guarantors pursuant to Article VII in favor of the Secured Parties, together with each other guaranty delivered pursuant to Section 7.09.

"Hazardous Materials" means any pollutant, contaminant, chemical, waste, material or substance, exposure to which or Release of which is prohibited, limited or regulated by any Governmental Authority, including petroleum, petroleum products, asbestos, urea formaldehyde, regulated radioactive materials, polychlorinated biphenyls and toxic mold.

"Hedging Obligation" of any Person means (i) any Currency Hedging Obligation designed to protect the Borrower or any of its Subsidiaries from fluctuations in currency exchange rates and not to speculate on such fluctuations and (ii) any obligations of such Person pursuant to any Interest Rate Protection Agreement.

"Historical Financial Statements" means, as of the Closing Date, the audited financial statements of the Borrower and its Subsidiaries for the Fiscal Year ending December 31, 2023, consisting of a balance sheet as of the end of, and the related consolidated statements of income, stockholders' equity and cash flows for, such Fiscal Year, and (ii) [the unaudited financial statements of the Borrower and its Subsidiaries for the Fiscal Quarter ending March 31, 2024, consisting of a balance sheet as of the end of, and the related consolidated statements of income, stockholders' equity and cash flows for, the Fiscal Quarter ending on such date] and, in the case of clauses (i) and (ii), certified by the chief financial officer of the Borrower that they fairly present, in all material respects, the financial condition of Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

"Incur" means, with respect to any Indebtedness or other obligation of any Person, to create, issue, incur (by conversion, exchange or otherwise), assume (pursuant to a merger, consolidation, acquisition or other transaction), Guarantee or otherwise become liable in respect of such Indebtedness or other obligation or the recording, as required pursuant to GAAP or otherwise, of any such Indebtedness or other obligation on the balance sheet of such Person (and "Incurrence" and "Incurred" shall have meanings correlative to the foregoing); *provided*, *however*, that a change in GAAP that results in an obligation of such Person that exists at such time becoming Indebtedness shall not be deemed an Incurrence of such Indebtedness. Indebtedness otherwise Incurred by a Person before it becomes a Subsidiary of the Borrower will be deemed to have been Incurred at the time it becomes such a Subsidiary.

"Indebtedness" means, with respect to any Person, without duplication, whether recourse is to all or a portion of the assets of such Person and whether or not contingent:

(1) all obligations of such Person for borrowed money;

(2) all obligations of such Person evidenced by bonds, notes, debentures or other similar instruments;

(3) every reimbursement obligation of such Person with respect to letters of credit, banker's acceptances or similar facilities issued for the account of such Person, other than obligations with respect to letters of credit securing obligations, other than obligations referred to in clauses (1), (2) and (9) of this definition, entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the 10th day following payment on the letter of credit;

(4) every obligation of such Person for the deferred purchase price of property or services (excluding any trade payables and other accrued current liabilities incurred in the ordinary course of business which are not overdue by more than 30 days or which are being contested in good faith);

(5) all Guaranteed Indebtedness of such Person;

(6) the maximum fixed redemption or repurchase price of Disqualified Stock of such Person at the time of determination plus accrued but unpaid dividends;

(7) all obligations under Interest Rate Protection Agreements of such Person;

(8) the net amount owing under all Currency Hedging Obligations of such Person;

(9) all Capital Lease Obligations of such Person;

(10) all obligations referred to in clauses (1) through (9) above of other Persons, the payment of which is secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such obligations; provided that the amount of such Indebtedness will be the lesser of (A) the Fair Market Value of such property at such date of determination and (B) the amount of such Indebtedness.

Notwithstanding the foregoing, Indebtedness shall not include CSO Obligations. The term "Indebtedness" shall not include any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Closing Date, any prepayments of deposits received from clients or customers in the ordinary course of business, or obligations under any license, permit or other approval (or guarantees given in respect of such obligations) incurred in the ordinary course of business.

Notwithstanding anything in this Agreement to the contrary, the calculation of Indebtedness shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159, "The Fair Value Option for Financial Assets and Financial Liabilities," or any successor thereto (including pursuant to the Accounting Standards Codification), to value any Indebtedness of the Borrower or any Subsidiary at "fair value," as defined therein. For the avoidance of doubt, Indebtedness does not include any liability for

United States federal, state, local, foreign or other taxes owed or owing by the Borrower or any of its Subsidiaries.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Facility Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" has the meaning specified in Section 9.04(b).

"Intercreditor Agreement" means a Junior Intercreditor Agreement or a Senior Intercreditor Agreement.

"Interest Payment Date" means the last day of each Interest Period and the Maturity Date; provided, however, that if any Interest Payment Date would be a day other than a Business Day, such Interest Payment Date shall instead be the immediately preceding Business Day.

"Interest Period" means, as to each Loan, the period commencing on the date such Loan is disbursed and ending on the date three (3) months thereafter; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the scheduled Maturity Date.

"Interest Rate Protection Agreement" means any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement designed to protect the Borrower or any of its Subsidiaries against fluctuations in interest rates or for the purpose of fixing, hedging or swapping interest rates.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of direct or indirect loans (including Guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commissions, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP; *provided* that an acquisition of assets, Equity Interests or other securities by the Borrower or a Subsidiary of the Borrower for consideration consisting of common equity securities of the Borrower shall not be deemed to be an Investment. If the Borrower or any Subsidiary of the Borrower sells or otherwise disposes of any Equity Interests of

any direct or indirect Subsidiary of the Borrower such that after giving effect to any such sale or disposition, such Person is no longer a direct or indirect Subsidiary of the Borrower , the Borrower will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of.

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Borrower or a Subsidiary of the Borrower in respect of such Investment.

"Junior Intercreditor Agreement" means an Intercreditor Agreement, substantially in the form of Exhibit F or otherwise reasonably acceptable to the Required Lenders, pursuant to which the Liens securing any applicable Indebtedness are subordinated to the Liens securing the Obligations.

"Law" means all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lender" means each financial institution listed on the signature pages hereto as a First Out Lender and/or Second Out Lender, as applicable, and any other Person that becomes a party hereto pursuant to an Assignment Agreement.

"Lender Appointment Period" has the meaning specified in Section 8.06.

"Lien" means any mortgage, lien (statutory or other), pledge, security interest, encumbrance, claim, hypothecation, assignment for security, deposit arrangement or preference or other security agreement of any kind or nature whatsoever.

"Loan" means a First Out Loan and/or Second Out Loan, as the context may require, made by a Lender to the Borrower pursuant to Section 2.01.

"Loan Party" means each of the Borrower and Guarantors.

"Loan SPV" means CURO SPV, LLC, a Delaware limited liability company.

"Margin Stock" as defined in Regulation U of the Board as in effect from time to time.

"Material Adverse Effect" means a material adverse effect on (a) the ability of any Loan Party to perform any of its respective obligations under any of the Facility Documents, (b) the legality, validity or enforceability of any provision of this Agreement or any other Facility Document, (c) the business, financial condition or results of operations of the Loan Parties, taken

as a whole, or (d) the ability of Collateral Agent (on behalf of itself and the Secured Parties) to exercise its remedies at the times and in the manner contemplated by the Collateral Document.

"Maturity Date" means the earlier of (a) the Scheduled Maturity Date and (b) the date of acceleration of the Loans pursuant to Section 6.01.

"Mortgages" means a collective reference to each mortgage, deed of trust, deed to secure debt and any other document or instrument under which any Lien on real property owned by the Borrower or any Guarantor is granted to secure any Obligations or under which rights or remedies with respect to any such Liens are governed.

"Multiemployer Plan" means any Employee Benefit Plan which is a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means (a) the aggregate cash proceeds received by the Borrower or any of its Subsidiaries in respect of any Asset Sale (including any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of (i) the direct costs relating to such Asset Sale (including legal, accounting and investment banking fees and sales commissions), (ii) any relocation expenses Incurred as a result thereof, (iii) taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (iv) amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale which Lien is senior in priority to the Liens on such asset or assets securing the Obligations granted by the Collateral Documents, if any, and (v) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP; provided that the Borrower or any Subsidiary may, within 365 days after the receipt of any such proceeds from an Asset Sale by the Borrower or any of its Subsidiaries, apply any portion of such proceeds, at its option, as follows and such portion of such proceeds shall not constitute Net Proceeds: (x) with respect to Asset Sales of assets of a Subsidiary that is not a Loan Party, to permanently reduce Indebtedness of a Subsidiary that is not a Loan Party (and to correspondingly reduce commitments with respect thereto), other than Indebtedness owed to the Borrower or another Subsidiary of the Borrower; (y) to the extent the Asset Sale constituted the sale of consumer loans, or other loans generated through the conduct of Similar Businesses, to the making of advances and extension of credit to customers in the ordinary course of business consistent with past practice that are either (A) recorded as accounts receivable or consumer loans on the consolidated balance sheet of the Borrower or (B) consumer loans the making of which are facilitated by the Borrower or a Subsidiary acting as a credit services organization or similar services provider in an amount no greater than the cash collateralize or repurchase such loans; and/or (z) the making of a capital expenditure or the acquisition of a controlling interest in another business or other assets, in each case, that are used or useful in a Similar Business or that replace the assets that are the subject of such Asset Sale (it being understood that if the Borrower or any Subsidiary contractually commits within such 365-day period to apply such proceeds within 180 days of such contractual commitment in accordance with any of the above clauses (x), (y) and (z), and such proceeds are subsequently applied as contemplated in such contractual commitment, then the requirement for application of net proceeds set forth in this proviso shall be considered satisfied) (it being further understood that, any net proceeds not so applied pursuant to this proviso shall constitute Net Proceeds as of the date of such 365-day period or

additional 180-day period, as applicable); provided further that the proceeds realized in any single transaction or series of related transactions shall not constitute Net Proceeds unless the amount of such proceeds exceeds $3,000,000 and only the aggregate amount of proceeds (excluding, for the avoidance of doubt, net proceeds described in the preceding proviso) in excess of $3,000,000 shall constitute Net Proceeds; and

(b) the cash proceeds from the incurrence, issuance or sale by the Borrower or any Subsidiary of any Indebtedness (other than Indebtedness permitted by Section 5.18), net of all fees (including investment banking fees), commissions, costs and other expenses, in each case incurred in connection with such issuance or sale.

"Non-Public Information" means information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"Note" means a note evidencing the Loans of a Lender in the form of Exhibit B hereto.

"Obligations" means (i) all obligations of every nature of each Loan Party from time to time owed to the Secured Parties under any Facility Document whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), fees, expenses, indemnification or otherwise and (ii) all Additional Secured Obligations; provided that Obligations of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

"Operating Expenses" means, with respect to any Person(s) for any period, the operating expenses of such Person(s) for such period, determined in accordance with GAAP on a consolidated basis, excluding, to the extent otherwise included in Operating Expenses, (a) one-time costs solely to the extent consisting of (i) transaction costs, restructuring expenses, expenses associated with sold or discontinued businesses and/or product lines and regulatory and legal charges in an aggregate amount during any period of four Fiscal Quarters not to exceed the One Time Expense Cap and (ii) goodwill impairments, (b) non-cash gains or losses arising from the disposition of assets (other than loans and receivables) outside of the ordinary course of business, including gains or losses realized on the disposition of the Flexiti line of business, and (c) depreciation and amortization (including amortization of goodwill and other intangibles).

"Opinion of Counsel" means a written opinion from legal counsel who is acceptable to the Administrative Agent. The counsel may be an employee of or counsel to the Borrower.

"Organizational Documents" means, as applicable, for any Person, such Person's articles or certificate of incorporation, by-laws, memorandum and articles of association, partnership agreement, trust agreement, certificate of limited partnership, articles of organization, certificate of formation, shareholder agreement, voting trust agreement, operating agreement, subscription agreement, limited liability company agreement and/or analogous documents, as amended, modified or supplemented from time to time.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing

such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Facility Document, or sold or assigned an interest in any Loan or Facility Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Facility Document, except any such Taxes that result from an assignment (other than any assignment requested or required by the Borrower) pursuant to Section 9.05 and are imposed as a result of a connection between the Recipient and the taxing jurisdiction (other than a connection arising solely from any Facility Document or any transactions contemplated thereunder).

"Participant Register" has the meaning set forth in Section 9.05(g)(iv).

"Payment Notice" as defined in Section 2.15(i)(B).

"Payment Recipient" as defined in Section 2.15(i)(A).

"PBGC" means the Pension Benefit Guaranty Corporation or any successor thereto.

"Pension Plan" means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to Section 412 or Section 430 of the Code or Section 302 or Title IV of ERISA.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR."

"Permitted Acquisition" has the meaning set forth in clause 3 of the definition of Permitted Investments.

"Permitted Equity Issuance" means any issuance of Equity Interests (other than Disqualified Stock) by the Borrower permitted under this Agreement.

"Permitted Holders" means any one or more members of the Ad Hoc Group and their Affiliates, and any group (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of which any member of the Ad Hoc Group or any of their affiliates is a member, so long as Persons otherwise qualifying as Permitted Holders control a majority of the direct or indirect interests in the Borrower held by such group in the aggregate.

"Permitted Indebtedness" means Indebtedness that:

1. is incurred by a Loan Party and not guaranteed by any Person that is not a Loan Party;

2. if secured, is secured by no assets other than the Collateral and the Liens securing such Indebtedness are subject to an Intercreditor Agreement;

3. does not mature earlier than the Scheduled Maturity Date and does not have mandatory prepayment or redemption provisions (other than customary asset sale proceeds events, insurance, eminent domain and condemnation proceeds events, change of control offers, events of default, in each case not inconsistent with the terms hereof), that could result in the prepayment or redemption thereof prior to the Scheduled Maturity Date; and

4. does not include any financial maintenance covenants.

"Permitted Investments" means:

(1) (x) any Investment in the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that the Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value) of all Investments by the Loan Parties in Subsidiaries of the Borrower other than Loan Parties pursuant to this clause (x) of paragraph (1), together with all Investments pursuant to paragraph (3) below outstanding at such time, shall not exceed $25 million and (y) any Investment in any Canadian Subsidiary (other than a Receivables Entity) in the form of cash or Cash Equivalents made in the ordinary course of business; provided that the assets held by such Canadian Subsidiary in which an Investment is made pursuant to this clause (y) of paragraph (1) consist entirely of assets comprising the Canadian direct-lending line of business (other than de minimis assets) (any Subsidiary described in this clause (y), a "Canadian Direct Lending Subsidiary");

(2) any Investment in cash or Cash Equivalents;

(3) any Investment by the Borrower or any Subsidiary of the Borrower in a Person, if as a result of such Investment (A) such Person becomes a Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) or (B) such Person is merged or consolidated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Borrower or a Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that the Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value) of all Investments pursuant to this paragraph (3) in Persons that do not become Loan Parties, together with all Investments by Loan Parties in Subsidiaries of the Borrower other than Loan Parties pursuant to clause (x) of paragraph (1) above, outstanding at such time, shall not exceed $[25] million (any Investment pursuant to this clause (3), a "Permitted Acquisition");

(4) any Investment existing on the Closing Date (and set forth on Schedule 1.01(A) attached hereto) or made pursuant to binding commitments in effect on the Closing Date (and set forth on Schedule 1.01(A) attached hereto) or an Investment consisting of any extension, modification or renewal of any Investment existing on the Closing Date (and set forth on Schedule 1.01(A) attached hereto); *provided* that the amount of any such Investment may be increased only (x) as required by the terms of such Investment as in existence on the Closing Date or (y) as otherwise permitted under this Agreement;

(5) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 5.19;

(6) Hedging Obligations that are Incurred by the Borrower or any of its Subsidiaries for the purpose of fixing or hedging (A) interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Agreement to be outstanding or (B) currency exchange risk in connection with existing financial obligations and not for purposes of speculation;

(7) Investments in prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits;

(8) loans and advances to officers, directors and employees of the Borrower and its Subsidiaries in the ordinary course of business not to exceed $[2,000,000] in the aggregate at any one time outstanding;

(9) any Investment consisting of a Guarantee permitted by Section 5.18;

(10) any redemption or repurchase of the Backstop Notes by Loan SPV in accordance with the terms thereof;

(11) Investments received in settlement of bona fide disputes or as distributions in bankruptcy, insolvency, foreclosure or similar proceedings, in each case in the ordinary course of business;

(12) advances to customers or suppliers in the ordinary course of business;

(13) Investments consisting of purchases and acquisitions of supplies, materials and equipment or purchases or contract rights or licenses of intellectual property, in each case in the ordinary course of business;

(14) receivables owing to the Borrower or any of its Subsidiaries if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(15) CSO Obligations of the Borrower and its Subsidiaries incurred in the ordinary course of business;

(16) Investments consisting of obligations of officers and employees to the Borrower or its Subsidiaries in connection with such officer's and employees' acquisition of Equity Interests in the Borrower (other than Disqualified Stock) so long as no cash is actually advanced by the Borrower or any of its Subsidiaries in connection with the acquisition of such obligations);

(17) Investments in a Receivables Entity, or any Investment by a Receivables Entity in any other Person, in each case, in connection with a Qualified Receivables Transaction, including Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Receivables Transaction or any related Indebtedness; *provided*,

however, that any Investment in a Receivables Entity is in the form of a purchase money note, contribution or sale of receivables or an equity interest; and

(18) other Investments in an aggregate amount outstanding not to exceed $40,000,000.

"Permitted Liens" means:

(1) subject to the terms of an Intercreditor Agreement, Liens on the Collateral securing Indebtedness permitted to be Incurred pursuant to Section 5.18(b)(i), provide not more than $25 million principal amount of such Indebtedness shall be subject to a Senior Intercreditor Agreement and the remainder, if any, shall be secured by Liens ranking junior in priority to the Liens securing the Obligations or any Guarantees thereof pursuant to a Junior Intercreditor Agreement;

(2) Liens in favor of the Borrower or a Guarantor;

(3) Liens on the Loans held by Loan SPV, the proceeds of such Loans, and the other assets of Loan SPV, in each case securing the Backstop Notes;

(4) [reserved;]

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds, workmen's compensation or unemployment obligations or other obligations of a like nature, or to secure letters of credit issued with respect to such obligations, Incurred in the ordinary course of business;

(6) Liens consisting of deposits in connection with leases or other similar obligations, or securing letters of credit issued in lieu of such deposits, incurred in the ordinary course of business, and cash deposits in connection with acquisitions otherwise permitted under this Agreement;

(7) Liens consisting of deposits or cash collateral securing obligations of any Loan Party or Subsidiary thereof in respect of overdrafts and liabilities that arise from any treasury, depository or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions;

(8) Liens existing on the Closing Date (provided that such Liens, to the extent securing obligations in excess of $1 million individually or $2 million in the aggregate, are set forth on Schedule 1.01(B)) and replacement Liens that do not encumber additional assets or secure increased obligations, unless such encumbrance is otherwise permitted;

(9) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(10) Liens securing Permitted Refinancing Debt; *provided* that the obligor under such Indebtedness was permitted to Incur such Liens with respect to the Indebtedness so refinanced under this Indenture and:

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof);

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Debt; and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge; and

(c) if the original Lien is on any portion of the Collateral and junior in priority to the Liens securing the Obligations and the Guarantees thereof, the new Lien shall be junior in priority to the Liens securing the Obligations and the Guarantees thereof;

(11) statutory and common law Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other similar Liens arising in the ordinary course of business with respect to amounts that are not yet delinquent for more than 30 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(12) Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review, *provided* that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(13) Liens arising from filings of UCC financing statements or similar documents regarding leases or otherwise for precautionary purposes relating to arrangements not constituting Indebtedness;

(14) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any of its Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower and its Subsidiaries or (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any of its Subsidiaries in the ordinary course of business;

(15) Liens securing the Obligations or any Guarantees thereof;

(16) [reserved];

(17) Liens securing obligations in an aggregate principal amount at the time of incurrence of such Liens not to exceed $25,000,000;

(18) encumbrances or exceptions expressly permitted pursuant to the Mortgages;

(19) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including Liens securing letters of credit issued in the ordinary course of business in connection therewith;

(20) [reserved;]

(21) Liens on the property or assets of the Canadian Recourse Facility Borrower securing the Canadian Recourse Facility; and

(22) any Lien on (a) loans receivable and related assets of the types specified in the definition of "Qualified Receivables Transaction" transferred to a Receivables Entity or on assets of a Receivables Entity or (b) Servicer Accounts, in each case under clauses (a) or (b), granted in connection with (and as security for) a Qualified Receivables Transaction.

For purposes of this definition, the term "Indebtedness" shall be deemed to include interest in connection with or in respect of any referenced Indebtedness.

"Permitted Refinancing Debt" means any Indebtedness of the Borrower or any of its Subsidiaries issued in exchange for, or the net cash proceeds of which are used to extend, refinance (including through the issuance of debt securities), renew, replace (whether or not upon termination and whether with the original lenders, institutional investors or otherwise), defease or refund other Indebtedness of the Borrower or any of its Subsidiaries, in whole or in part; *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Debt does not exceed the principal amount and premium, if any, plus accrued interest (or accreted value, if applicable) of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of any fees and expenses Incurred in connection therewith);

(2) such Permitted Refinancing Debt has a final scheduled maturity date later than the final scheduled maturity date of, and has a Weighted Average Life equal to or greater than the Weighted Average Life of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is (i) subordinated in right of payment to the Obligations or any Guarantee thereof, such Permitted Refinancing Debt is subordinated in right of payment to, the Obligations or any Guarantee thereof on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded, or (ii) unsecured or secured by Liens on any of the Collateral junior in

priority to the Liens securing the Obligations or any Guarantee thereof, such Permitted Refinancing Debt is either unsecured or secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guarantee thereof on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred either by the Borrower or by the Subsidiary of the Borrower that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded or would otherwise be permitted to Incur such Indebtedness.

"Person" means any individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, association, estate, organization, joint venture or other entity, or a government or any agency or political subdivision or agency thereof.

"Platform" has the meaning set forth in Section 5.04.

"Pledge Agreement" means the Pledge Agreement, dated as of the Closing Date, among the Borrower and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Preferred Stock" as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"Prepayment Notice" has the meaning set forth in Section 2.13(a).

"Principal Office" means, for the Administrative Agent, its "Principal Office" or account which may include such other office or office of a third party or sub-agent, as appropriate, as such Person may from time to time designate in writing to the Borrower, the Administrative Agent and each Lender.

"Pro Rata Share" means, with respect to all payments, computations and other matters relating to the Commitment or Loans of any Lender or any participations purchased therein by any Lender, as the context requires, the percentage obtained by dividing (x) the Exposure of that Lender by (y) the aggregate Exposure of all Lenders.

"PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualified ECP Guarantor" means, at any time, each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Qualified Receivables Facility" means any Indebtedness incurred in connection with a Qualified Receivables Transaction. Each of the Securitization Facilities, as in effect on the Closing Date, shall constitute a Qualified Receivables Facility.

"Qualified Receivables Transaction" means any transaction or series of transactions that may be entered into by the Borrower or any of the Subsidiaries pursuant to which the Borrower or any of the Subsidiaries may sell, convey or otherwise transfer to:

(1) a Receivables Entity (in the case of a transfer by the Borrower or any of the Subsidiaries); or

(2) any other Person (in the case of a transfer by a Receivables Entity),

or may grant a security interest in, any loans receivable (whether now existing or arising in the future) of the Borrower or any of the Subsidiaries, and any assets related thereto, including all collateral securing such loans receivable, all contracts and all Guarantees or other obligations in respect of such loans receivable, proceeds of such loans receivable and other assets which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving loans receivable or refinancings thereof; *provided*, *however*, that the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the chief financial officer of the Borrower).

For the avoidance of doubt and notwithstanding the foregoing, each of the transactions contemplated by each of the Securitization Facilities (each as in effect on the Closing Date (after giving effect to Section 3.01(j))) is a "Qualified Receivables Transaction."

"Receivables Entity" means (a) a Wholly-Owned Subsidiary of the Borrower or (b) another Person, engaging in a Qualified Receivables Transaction with the Borrower, in each case, that engages in no activities other than in connection with the financing of loans receivables and is designated by the Board of Directors of the Borrower (as provided below) as a Receivables Entity, and in either of clause (a) or (b):

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of such entity:

(A) is Guaranteed by the Borrower or any Subsidiary of the Borrower (excluding Guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings),

(B) is recourse to or obligates the Borrower or any Subsidiary of the Borrower in any way (other than pursuant to Standard Securitization Undertakings), or

(C) subjects any property or asset of the Borrower or any Subsidiary of the Borrower, directly or indirectly, contingently or otherwise, to the satisfaction thereof (other than pursuant to Standard Securitization Undertakings);

(2) the entity is not an Affiliate of the Borrower or is an entity with which neither the Borrower nor any Subsidiary of the Borrower has any material contract, agreement, arrangement or understanding other than on terms that the Borrower reasonably believes to be not materially less favorable to the Borrower or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower; and

(3) is an entity to which neither the Borrower nor any Subsidiary of the Borrower has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results.

Any such designation by the Board of Directors of the Borrower shall be evidenced to the Administrative Agent by filing with the Administrative Agent a certified copy of the resolution of such Board of Directors giving effect to such designation and an officer's certificate certifying that such designation complied with the foregoing conditions.

Each of Heights Financing I, LLC, Heights Financing II, LLC, First Heritage Financing I, LLC, CURO Canada Receivables GP II, Inc., CURO Canada Receivables GP, Inc., CURO Canada Receivables Limited Partnership, and CURO Canada Receivables II Limited Partnership is deemed to have been designated as a Receivables Entity as of the Closing Date.

"Recipient" means (a) the Administrative Agent and (b) any Lender, as applicable.

"Register" has the meaning specified in Section 2.08(b).

"Regulation D" means Regulation D of the Board, as in effect from time to time.

"Regulation FD" means Regulation FD as promulgated by the SEC under the Securities Act and Exchange Act.

"Regulation T" means Regulation T issued by the Board.

"Regulation U" means Regulation U issued by the Board.

"Regulation X" means Regulation X issued by the Board.

"Related Fund" means, with respect to any Lender that is a fund that invests in bank or commercial loans and similar extensions of credit, any other fund that invests in bank or commercial loans and similar extensions of credit and is advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity (or an Affiliate of such entity) that administers, advises or manages such Lender.

"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.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, trustees, officers, employees, shareholders, controlling Persons, counsel,

representatives, attorneys-in-fact, agents and advisors of such Person and of such Person's Affiliates and each of their heirs, successors and assigns.

"Release" means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"Required Lenders" means, as of any date of determination, Lenders holding more than 50% of the sum of the aggregate Exposure of all Lenders; *provided* that "Required Lenders" shall always include at least two (2) unaffiliated Lenders if there are two or more unaffiliated Lenders.

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payments" has the meaning specified in Section 5.16.

"Scheduled Maturity Date" means [●], 2028.

"SEC" means the United States Securities and Exchange Commission and any successor Governmental Authority performing a similar function.

"Second Out Commitment" means a commitment of a Lender to make, be deemed to make, or otherwise fund a Second Out Loan hereunder on the Closing Date, and "Second Out Commitments" means such commitments of all Lenders in the aggregate. The amount of each Lender's Second Out Commitment, if any, is set forth opposite such Lender's name on Schedule 2.01, subject to any adjustment or reduction pursuant to the terms and conditions hereof.

"Second Out Lender" means each financial institution listed Schedule 2.01 as a Second Out Lender for so long as they hold Second Out Loans and any other Person that becomes a party hereto as a Second Out Lender pursuant to an Assignment Agreement.

"Second Out Loan" means a loan made or deemed made by a Second Out Lender to the Borrower pursuant to Section 2.01(b).

"Secured Hedging Obligations" means all Hedging Obligations of any Loan Party pursuant to an agreement with any person that, at the time it enters into such agreement (or on the Closing Date), is an Agent, a Lender or an Affiliate of an Agent or a Lender; provided that obligations under such agreement are not designated by notice delivered by the Borrower to the Administrative Agent to be excluded from being Secured Hedging Obligations.

"Secured Parties" has the meaning set forth in the Security Agreement.

"Securities Act" means the Securities Act of 1933, as amended from time to time, and any successor statute.

"Securitization Facilities" means the following warehouse/securitization facilities entered into by the Borrower or any of its Subsidiaries:

(i) the non-recourse facility established by that certain Credit Agreement, dated as of July 13, 2022, among First Heritage Financing I, LLC, as borrower ("First Heritage"), First Heritage Credit, LLC, as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Atlas Securitized Products Holdings, L.P., as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as paying agent, image file custodian, and collateral agent, Systems & Services Technologies, Inc., as backup servicer and Wilmington Trust, National Association, as borrower loan trustee ("First Heritage Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 13, 2022, among First Heritage, First Heritage Credit, LLC, the originators from time to time party thereto and the First Heritage Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "First Heritage SPV Facility");

(ii) the non-recourse facility established by that certain Credit Agreement, dated as of July 15, 2022, among Heights Financing I, LLC, as borrower ("Heights I"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Atlas Securitized Products Holdings, L.P., as administrative agent and structuring and syndication agent, ComputerShare Trust Company, National Association, as paying agent, image file custodian, and collateral agent, Systems & Services Technologies, Inc., as backup servicer and Wilmington Trust, National Association, as borrower loan trustee ("Heights I Loan Trustee"), and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of July 15, 2022, among Heights I, SouthernCo, Inc., the originators from time to time party thereto and the Heights I Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Heights I SPV Facility");

(iii) the non-recourse facility established by that certain Credit Agreement, dated as of November 3, 2023, among Heights Financing II, LLC, as borrower ("Heights II"), SouthernCo, Inc., as servicer, the other servicers and subservicers from time to time party thereto, the lenders from time to time party thereto, the agents for the lender groups from time to time party thereto, Midtown Madison Management LLC, as administrative agent, structuring and syndication agent, collateral agent and paying agent, Systems & Services Technologies, Inc., as backup servicer and image file custodian, and Wilmington Trust, National Association, as borrower loan trustee ("Heights II Loan Trustee"), and as amended, amended and restated, supplemented, replaced or

otherwise modified from time to time and the related basic documents in effect from time to time, including without limitation, the Purchase Agreement dated as of November 3, 2023, among Heights II, SouthernCo, Inc., the originators and other entities from time to time party thereto and the Heights II Loan Trustee, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Heights II SPV Facility");

(iv) the non-recourse facility established by that certain Second Amended and Restated Asset-Backed Revolving Credit Agreement, dated as of November 12, 2021, among Curo Canada Receivables Limited Partnership, as borrower ("Canada I SPV"), by its general partner, Curo Canada Receivables GP Inc. ("Canada I GP"), the lenders party thereto and Waterfall Asset Management, LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Second Amended and Restated Sale and Servicing Agreement dated as of November 12, 2021, among Canada I SPV, Canada I GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Canada I SPV Facility"); and

(v) the non-recourse facility established by that certain Asset-Backed Revolving Credit Agreement, dated as of May 12, 2023, among Curo Canada Receivables II Limited Partnership, as borrower ("Canada II SPV"), by its general partner, Curo Canada Receivables II GP Inc. ("Canada II GP"), the lenders party thereto and Midtown Madison Management LLC, as administrative agent, and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time and the related loan documents in effect from time to time, including without limitation, the Sale and Servicing Agreement dated as of May 12, 2023, among Canada II SPV, Canada II GP, Curo Canada Corp., as seller and servicer, LendDirect Corp., as seller and servicer and the other entities from time to time party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time to the extent such amendment, amendment and restatement, supplement or other modification after the date hereof is permitted by the terms of the Facility Documents (the "Canada II SPV Facility").

"Security Agreement" means the Security Agreement, dated as of the Closing Date, among the Borrower and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Senior Intercreditor Agreement" means an Intercreditor Agreement customary in form and substance and reasonably satisfactory to the Required Lenders, pursuant to which the Liens securing any Indebtedness are made pari passu with the Liens securing the Obligations (other than with respect to control of remedies).

"Servicer Account" means any deposit account or securities account used as a collection account for loans receivable contributed or sold to the applicable Receivables Entity that is

periodically swept to a zero balance or subject to a requirement to transfer collections therefrom on a periodic basis.

"Set-off Party" has the meaning specified in Section 9.12.

"Similar Business" means any business conducted or proposed to be conducted by the Borrower and its Subsidiaries on the Closing Date or any business that is similar, reasonably related, incidental, complementary or ancillary thereto, or a reasonable extension or expansion thereof.

"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).

"Solvent" means, with respect to the Borrower and any of its Subsidiaries on a consolidated basis, that as of the date of determination, both (i) (a) the sum of the Borrower and its Subsidiaries' debt (including contingent liabilities) does not exceed the present fair saleable value of the Borrower's and its Subsidiaries' present assets; (b) the Borrower and its Subsidiaries' capital is not unreasonably small in relation to its business as contemplated on the Closing Date or with respect to any transaction contemplated to be undertaken after the Closing Date; and (c) such Person 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 (ii) such Person is "solvent" within the meaning given that term and similar terms under the Bankruptcy Code and 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).

"Specified Loan Party" means any Loan Party that is not then an "eligible contract participant" under the Commodity Exchange Act (determined prior to giving effect to Section 7.10).

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Subsidiary of the Borrower that, taken as a whole, are customary for a non-recourse loans receivable financing transaction.

"Subsidiary" of any Person means:

(1) any corporation of which more than 50% of the outstanding shares of Capital Stock having ordinary voting power for the election of directors is owned directly or indirectly by such Person; and

(2) any partnership, limited liability company, association, joint venture, business trust or other entity in which such Person, directly or indirectly, has at least a majority

ownership interest entitled to vote at the election of directors, managers or trustees thereof (or other person performing similar functions).

Except as otherwise indicated herein, references to Subsidiaries shall refer to Subsidiaries of the Borrower.

"Swap Agreement" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, repurchase transactions, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Swap Master Agreement"), including any such obligations or liabilities under any Swap Master Agreement.

"Swap Master Agreement" has the meaning set forth in the definition of Swap Agreement.

"Swap Obligations" means with respect to any Guarantor any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Tax" means any present or future tax, levy, impost, duty, assessment, deduction or withholding or similar charges in the nature of a tax imposed by any Governmental Authority (and interest, fines, penalties and additions related thereto).

"Term SOFR" means, for any calculation with respect to a Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Transactions" means the borrowing of Loans by the Borrower under this Agreement contemplated to be funded on the Closing Date, and the payment of fees and expenses, incurred in connection with the foregoing.

"UK Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Lender" has the meaning set forth in Section 2.19(c).

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"Voting Stock" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Weighted Average Life" means, as of any date, with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of the number of years from such date to the dates of each successive scheduled principal payment (including any sinking fund payment requirements) of such Indebtedness multiplied by the amount of such principal payment, by (2) the sum of all such principal payments.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person all of the outstanding Capital Stock of which (other than directors' qualifying shares and nominal amounts required to be held by local nationals) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person (or any combination thereof).

"Write-Down and Conversion Powers" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 Computation of Time Periods. In this Agreement in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

Section 1.03 Accounting Terms. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis. If at any time any change in GAAP would affect the computation of any provision (including any definition, financial ratio or requirement set forth in any Facility Document), and either the Borrower or Administrative Agent shall so request, Administrative Agent and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; *provided* that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.04 Principles of Construction. All references to Articles, Sections, Schedules, Exhibits, and Appendices are to Articles, Sections, Schedules, Exhibits, and Appendices in or to this Agreement unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All references to agreements and other contractual instruments shall be deemed to include subsequent amendments, permitted assignments and other modifications thereto, but only to the extent such amendments, assignments and other modifications are not prohibited by the terms of any Facility Document. Furthermore, any reference to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such Law and any reference to any

Law or regulation shall, unless otherwise specified, refer to such Law or regulation as amended, modified or supplemented from time to time.

Section 1.05 Rate. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Term SOFR, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Section 1.06 Divisions. Any restriction, condition or prohibition applicable to a merger, transfer, consolidation, amalgamation, assignment, sale or transfer, or similar term set forth in the Facility Documents shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company, as if it were a merger, transfer, consolidation, amalgamation, assignment, sale or transfer, or similar term, as applicable. Any reference in any Facility Document to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person under the Facility Documents (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity.

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as specifically provided in Section 2.15 or as described in the definition of “Interest Period”) or performance shall extend to the immediately succeeding Business Day.

ARTICLE II

AMOUNTS AND TERMS OF THE LOANS

Section 2.01 Commitments and Loans.

(a) First Out Commitments and Loans.

(i) Subject to the terms and conditions hereof, each First Out Lender agrees, severally and not jointly, to make, and in accordance with the Chapter 11 Plan will be deemed to have made, First Out Loans to the Borrower on the Closing Date in an aggregate amount equal to such First Out Lender's Closing Date First Out Commitment.

(ii) Subject to the terms and conditions hereof, each First Out Lender agrees, severally and not jointly, to make First Out Loans to the Borrower following the Closing Date and on or prior to the first anniversary of the Closing Date in up to two (2) drawings in an aggregate amount not to exceed such First Out Lender's remaining First Out Commitment following the Closing Date. Each borrowing pursuant to this clause (ii) shall be in an aggregate principal amount of $[12,500,000] (or shall be in an amount equal to the entirety of the remaining First Out Commitments).

(iii) Upon a First Out Lender's funding of a First Out Loan, such First Lender's First Out Commitment with respect to such First Out Loan shall be permanently reduced by the amount of such First Out Loan. Any First Out Commitment outstanding as of the first anniversary of the Closing Date shall automatically expire without further notice or action by any Person at 12:00 p.m. (New York City time) on the first anniversary of the Closing Date. Amounts repaid or prepaid in respect of the First Out Loans may not be reborrowed.

(b) Second Out Commitments and Loans. Subject to the terms and conditions hereof, each Second Out Lender agrees, severally and not jointly, to make, and in accordance with the Chapter 11 Plan will be deemed to have made, Second Out Loans to the Borrower on the Closing Date in an aggregate amount not to exceed such Second Out Lender's Second Out Commitment. The full amount of the Second Out Commitments shall be drawn in a single drawing, and the Second Out Commitments shall expire in their entirety accordingly, on the Closing Date. Second Out Loans, or portions thereof, that are repaid or prepaid may not be reborrowed.

Section 2.02 Borrowing Mechanics for Loans.

(a) [Reserved.]

(b) The Borrower shall deliver to the Administrative Agent a fully executed and delivered Borrowing Request not later than 12:00 noon (New York time) at least three (3) Business Days in advance of the date that the Borrower seeks to borrow Loans hereunder(other than any First Out Loans and Second Out Loans deemed to have made on the Closing Date in accordance with the Chapter 11 Plan) (or, in each case, such shorter period acceptable to the Administrative Agent).

(c) [Reserved].

(d) Notice of receipt of each Borrowing Request in respect of Loans, together with the amount of each Lender's Pro Rata Share thereof, if any, together with the applicable interest rate, shall be provided by the Administrative Agent to each Lender by electronic mail with reasonable promptness, but (provided the Administrative Agent shall have received such notice by 12:00 noon (New York time)) on the same day as the Administrative Agent's receipt of such notice from the Borrower.

(e) Each Lender shall make the amount of its Loans available to the Administrative Agent not later than 12:00 noon (New York time) on the applicable borrowing date by wire transfer of same day funds in Dollars at the Principal Office designated by the Administrative Agent. Except as provided herein, upon satisfaction or waiver of the conditions precedent specified herein and receipt of all applicable funds from the Lenders, the Administrative Agent shall make the proceeds of such Loans available to the Borrower on the Closing Date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans received by the Administrative Agent from Lenders to be credited to the account of the Borrower at the Principal Office designated by the Administrative Agent or such other account as may be designated in writing to the Administrative Agent by the Borrower.

Section 2.03 Payment of Loans. Notwithstanding any other provision hereof or of any other Facility Document, all Loans, all accrued interest thereon and all other Obligations (other than Additional Secured Obligations) shall be due and payable by the Borrower on the Maturity Date.

Section 2.04 [Reserved].

Section 2.05 [Reserved].

Section 2.06 Pro Rata Shares; Availability of Funds.

(a) Pro Rata Shares. All Loans (other than fees paid in kind in accordance with the terms of the Facility Documents, which shall be paid as set forth therein) shall be made by Lenders simultaneously and proportionately to their respective Pro Rata Shares, it being understood that no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder nor shall any Commitment of any Lender be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder.

(b) Availability of Funds. Unless the Administrative Agent shall have been notified by any Lender prior to the applicable Closing Date that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's Loan requested on the Closing Date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Closing Date and the Administrative Agent may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount on such Closing Date. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest

thereon, for each day from the Closing Date until the date such amount is paid to the Administrative Agent, at the customary rate set by the Administrative Agent for the correction of errors among banks. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower and the Borrower shall within five (5) Business Days pay such corresponding amount to the Administrative Agent together with interest thereon, for each day from the Closing Date until the date such amount is paid to the Administrative Agent. Nothing in this Section 2.06(b) shall be deemed to relieve any Lender from its obligation to fulfill its Commitment hereunder or to prejudice any rights that the Borrower may have against any Lender as a result of any default by such Lender hereunder.

Section 2.07 Use of Proceeds. The Loans deemed advanced on the Closing Date shall be issued in satisfaction of the applicable obligations under the Chapter 11 Plan. The proceeds of the Loans incurred following the Closing Date may be applied by the Borrower for general corporate purposes. No portion of the proceeds of any Loan shall be used in any manner that causes or might cause such Loan or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board or any other regulation thereof or to violate the Exchange Act.

Section 2.08 Evidence of Indebtedness; Register; Notes.

(a) Lenders' Evidence of Indebtedness. Each Lender shall maintain on its internal records an account or accounts evidencing the Obligations of the Borrower to such Lender, including the amounts of the Loans made by it, the amount of interest and fees paid to it in kind and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on the Borrower, absent manifest error; provided that the failure to make any such recordation, or any error in such recordation, shall not affect any Lender's Commitment or the Borrower's Obligations in respect of any Loans; *provided*, *further*, that in the event of any inconsistency between the Register and any Lender's records, the recordations in the Register shall govern.

(b) Register. The Administrative Agent (or its agent or sub-agent appointed by it), as a non-fiduciary agent of Borrower, shall maintain at its Principal Office a register for the recordation of the names and addresses of Lenders and the Commitment and Loans of each Lender from time to time (the "Register"). The Register shall be available for inspection by the Borrower or any Lender (with respect to any entry relating to such Lender's Loans) at any reasonable time and from time to time upon reasonable prior written notice. The Administrative Agent shall record, or shall cause to be recorded, in the Register the Commitments and the Loans in accordance with the provisions of Section 9.05, any payment of interest or fees in kind and each repayment or prepayment in respect of the principal amount of the Loans, and any such recordation shall be conclusive and binding on the Borrower and each Lender, absent manifest error; provided that failure to make any such recordation, or any error in such recordation, shall not affect any Lender's Commitment or the Borrower's Obligations in respect of any Loan. The Borrower hereby designates the Administrative Agent to serve as the Borrower's non-fiduciary agent solely for purposes of maintaining the Register as provided in this Section 2.08, and the Borrower hereby agrees that, to the extent the Administrative Agent serves in such capacity, the

Administrative Agent and its officers, directors, employees, agents, sub-agents and affiliates shall constitute Indemnitees.

(c) Notes. If so requested by any Lender by written notice to the Borrower (with a copy to the Administrative Agent) at least two (2) Business Days prior to the Closing Date, or at any time thereafter, the Borrower shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of such Lender pursuant to Section 9.05) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after the Borrower's receipt of such notice) a Note or Notes to evidence such Lender's Loan.

Section 2.09 Interest on Loans.

(a) Except as otherwise set forth herein, the First Out Loans shall bear interest on the unpaid principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof at a rate per annum equal to Adjusted Term SOFR plus 10.00% per annum.

(b) Except as otherwise set forth herein, the Second Out Loans shall bear interest on the unpaid principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof at a rate per annum equal to 13.00% per annum.

(c) Interest on each Loan shall be payable in kind or, at the Borrower's election, in whole or in part in cash (and shall be paid in full, in cash on the Maturity Date); *provided*, the Borrower shall elect to pay interest in kind to the extent required under any of the Securitization Facilities. Borrower shall deliver written notice of its election to pay interest in cash and/or in kind to the Administrative Agent at least six (6) Business Days prior to the applicable Interest Payment Date; *provided*, if the Borrower does not submit such notice, the Borrower shall be deemed to have elected to pay interest in kind to the maximum permissible extent. Any interest that is paid in kind shall be capitalized and added to the outstanding principal amount of the applicable Loans (i.e., First Out Loans or Second Out Loans) on the applicable Interest Payment Date and constitute First Out Loans or Second Out Loans, as applicable, for all purposes under the Facility Documents, which Loans shall be payable as part of the outstanding principal amount of the Loans upon any prepayment of the Loans in accordance with the terms of the Facility Documents, whether voluntary or mandatory, and shall be payable in cash as part of the outstanding principal amount of the Loans upon the Maturity Date. All capitalized amounts shall constitute principal of the First Out Loans or Second Out Loans and shall accrue interest at the applicable rate from the date capitalized at the rate at which the Loans accrue interest, payable in accordance with this Section 2.09.

(d) Except as otherwise set forth herein, (i) interest on First Out Loans shall be computed on the basis of a 360-day year and actual days elapsed, and (ii) interest on each Second Out Loan shall be computed on the basis of a 365-day year, for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan shall be included, and the date of payment of such Loan shall be

excluded; *provided* that if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

(e) Except as otherwise set forth herein, interest on each Loan (i) shall accrue on a daily basis and shall be payable in arrears on each Interest Payment Date with respect to interest accrued on and to each such payment date; (ii) shall accrue on a daily basis and shall be payable in arrears upon any prepayment of such Loan, whether voluntary or mandatory, to the extent accrued on the amount being prepaid; and (iii) shall accrue on a daily basis and shall be payable in arrears at maturity or upon acceleration of such Loan.

Section 2.10 [Reserved].

Section 2.11 Default Interest; Late Fees. If (a) all or any portion of the principal amount of or interest on any Loan shall not be paid when due (whether at stated maturity, by acceleration or otherwise) or (b) an Event of Default shall occur and be continuing, the applicable portion of such Obligations or, as to clause (b), all outstanding Loans (whether or not overdue) shall bear interest, from the date of such nonpayment until such amount is paid in full or from the date of occurrence of such Event of Default until such Event of Default ceases to be continuing, at a rate per annum (the "Default Rate") that is equal to the rate that would otherwise be applicable to such loans pursuant to Section 2.09 *plus* 2.00% per annum. Payment or acceptance of the increased rates of interest provided for in this Section 2.11 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender. Interest accruing pursuant to this Section 2.11 is payable on demand in cash in arrears.

Section 2.12 Fees. The Borrower shall pay to the Agents, for the account of the Agents, the fees and other amounts set forth in the Agent Fee Letter in the amounts, and at the times, specified therein.

Section 2.13 Voluntary Prepayments.

(a) Voluntary Prepayments. The Borrower shall have the right at any time and from time to time to prepay any Loan, subject to the succeeding clause (b), in whole or in part, without premium or penalty in an aggregate principal amount equal to $500,000, any integral multiple thereof in excess of $500,000 or the aggregate principal amount outstanding. The Borrower shall provide written notice to the Administrative Agent of the voluntary prepayment of any Loans (the "Prepayment Notice") not later than 2:00 p.m. (New York City time) at least three (3) Business Days prior to such voluntary prepayment. Each such Prepayment Notice shall be irrevocable and the principal amount of the Loans specified therein shall become due and payable on the prepayment date specified therein; *provided* that a notice of prepayment may state that such notice is conditioned upon the effectiveness of other credit facilities, indentures or similar agreements or other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. All voluntary prepayments of Loans shall be accompanied by accrued and unpaid interest on the principal amount repaid.

(b) Any such voluntary prepayment shall be applied (1) ratably to the First Out Loans of each First Out Lender until such First Out Loans are repaid in full, and (2) thereafter, ratably to the Second Out Loans of each Second Out Lender.

Section 2.14 Mandatory Prepayments(a) . (a) The Borrower shall apply (i) all Net Proceeds of Asset Sales permitted by Section 5.19(r) (which, for the avoidance of doubt, shall not include transfers of loan receivables in connection with the Securitization Facilities) and of all Events of Loss, in each case to the extent in excess of $10 million in the aggregate for all such transactions and occurrences since the Closing Date and (ii) all Net Proceeds of Incurrences of Indebtedness not permitted by Section 5.18, to prepay Loans within 5 Business Days after receipt thereof. Any such prepayment shall be applied (1) ratably to the First Out Loans of each First Out Lender until such First Out Loans are repaid in full, and (2) thereafter, ratably to the Second Out Loans of each Second Out Lender.

(b) All mandatory prepayments of Loans shall be accompanied by accrued and unpaid interest on the principal amount repaid, calculated as if Loans in a principal amount equal to the amount of such mandatory prepayment were being voluntarily prepaid on the date of such mandatory prepayment.

(c) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Loans not later than 2:00 p.m. (New York City time) five (5) Business Days prior to the date of such mandatory prepayment. Each such Prepayment Notice shall specify the date of such mandatory prepayment and provide a reasonably detailed calculation of the amount of such prepayment, the interest payable in connection therewith. The Administrative Agent will promptly notify each Lender of the contents of any such Prepayment Notice and of such Lender's ratable portion of such prepayment. Any such mandatory prepayment shall be applied ratably to the Loans of each Lender; *provided* that any Lender (a "Declining Lender" and any Lender which is not a Declining Lender, an "Accepting Lender") may elect, by delivering written notice to the Administrative Agent and the Borrower not later than 3:00 p.m. (New York City time) one (1) Business Day after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment, that any amount of any mandatory prepayment otherwise required to be made with respect to the Loans held by such Lender not be made (the aggregate amount of such prepayments declined by the Declining Lenders, the "Declined Prepayment Amount"); *provided further* if a Lender fails to deliver notice setting forth such rejection of a prepayment to the Administrative Agent within the time frame specified above or such notice fails to specify the principal amount of the Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Loans; *provided further* that Loan SPV shall be treated as a Declining Lender with respect to the portion of any such mandatory prepayment that it elects not be made and an Accepting Lender with respect to the portion of any such mandatory prepayment that it elects to be made. In the event that the Declined Prepayment Amount is greater than $0, the Administrative Agent will promptly notify each Accepting Lender of the amount of such Declined Prepayment Amount and of any such Accepting Lender's ratable portion of such Declined Prepayment Amount (based on such Lender's pro rata share of the Loans other than the Loans of Declining Lenders)). Any such Accepting Lender may elect, by delivering, not later than 3:00 p.m. (New York City time) one (1) Business Day after the date of such Accepting Lender's receipt of notice from the Administrative Agent regarding such additional prepayment,

a written notice, that such Accepting Lender's ratable portion of such Declined Prepayment Amount not be applied to repay such Accepting Lender's Loans, in which case the portion of such Declined Prepayment Amount which would otherwise have been applied to such Loans of the Declining Lenders shall instead be retained by the Borrower. Each Lender's ratable portion of such Declined Prepayment Amount (unless declined by the respective Lender as described in the preceding sentence) shall be applied to the respective Loans of such Lenders.

Section 2.15 General Provisions Regarding Payments.

(a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, set-off or counterclaim, free of any restriction or condition, and delivered to the Administrative Agent not later than 12:00 noon (New York City time) on the date due at the Principal Office designated by the Administrative Agent for the account of Lenders. For purposes of computing interest and fees, funds received by the Administrative Agent after that time on such due date shall be deemed to have been paid by the Borrower on the next succeeding Business Day.

(b) All payments in respect of the principal amount of any Loan shall be accompanied by payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) The Administrative Agent (or its agent or sub-agent appointed by it) shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest due hereunder (with respect to mandatory prepayments, subject to Section 2.14(c)), together with all other amounts due thereto, including all fees payable with respect thereto, to the extent received by the Administrative Agent.

(d) [Reserved].

(e) Whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the Commitment fees hereunder.

(f) The Borrower hereby authorizes the Administrative Agent to charge the Borrower's accounts with the Administrative Agent in order to cause timely payment to be made to the Administrative Agent of all principal, interest, fees and expenses due hereunder (subject to sufficient funds being available in its accounts for that purpose).

(g) The Administrative Agent may deem any payment by or on behalf of the Borrower hereunder that is not made in same day funds prior to 12:00 noon (New York City time) to be a non-conforming payment. Any such payment shall not be deemed to have been received by the Administrative Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. The Administrative Agent shall give prompt written notice to the Borrower and each applicable Lender if any payment is non-conforming.

Any non-conforming payment may constitute or become a Default or Event of Default in accordance with the terms of Section 6.01(a). Interest shall continue to accrue on any principal as to which a non-conforming payment is made until such funds become available funds (but in no event less than the period from the date of such payment to the next succeeding applicable Business Day) at the Default Rate from the date such amount was due and payable until the date such amount is paid in full.

(h) If an Event of Default shall have occurred and not otherwise been waived, and the maturity of the Obligations shall have been accelerated pursuant to Section 6.01, all payments or proceeds received by Agents hereunder in respect of any of the Obligations, shall be applied in accordance with the application arrangements described in the Security Agreement.

(i) Erroneous Payments.

(A) If the Administrative Agent notifies a Lender or other Secured Party, or any Person who has received funds on behalf of a Lender or other Secured Party (any such Lender, other Secured Party or other recipient and their respective successors and assigns, a "Payment Recipient"), that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, other Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and held in trust for the benefit of the Administrative Agent, and such Lender or other Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two (2) Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 2.15(i) shall be conclusive, absent manifest error.

(B) Without limiting the immediately preceding Section 2.15(i)(A), each Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such Payment Recipient otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each

case, then (1) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Agent to the contrary) or (2) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment, and (3) such Payment Recipient shall use commercially reasonable efforts to (and shall use commercially reasonable efforts to cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 2.15.

To avoid doubt, failure to deliver a notice to the Administrative Agent pursuant to this Section 2.15 shall not have any effect on a Payment Recipient's obligations pursuant to this Section 2.15 or on whether or not an Erroneous Payment has been made.

(C) Each Lender and Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Facility Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under Section 2.15(i)(A) above or under the indemnification provisions of this Agreement.

(D) If an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 2.15(i)(A), from any Payment Recipient that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") (on a cashless basis and such amount calculated) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall

survive as to such assigning Lender, and (D) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(E) Subject to Section 9.05, the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

(F) The Borrower and each other Loan Party hereby agree that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be contractually subrogated (irrespective of whether the Administrative Agent may be equitably subrogated) to all the rights of such Lender or other Secured Party under the Facility Documents with respect to such amount, (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment, and (z) to the extent that an Erroneous Payment was in any way or at any time credited as a payment or satisfaction of any of the Obligations, the Obligations or part thereof that were so credited, and all rights of the applicable Lender, other Secured Party or Administrative Agent, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received; provided, however, the amount of such Erroneous Payment that is comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment shall be credited as a payment or satisfaction of the Obligations and the Obligations or part thereof that were so credited shall not be reinstated.

(G) To the extent permitted by applicable requirements of law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any

Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(H) Each party's obligations, agreements and waivers under this Section 2.15(i) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender or other Secured Party, the termination of any Commitment or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Facility Document.

(I) Notwithstanding anything to the contrary in this Section 2.15(i), the Loan Parties shall have no obligations, liabilities or responsibilities for any actions, consequences or remediation (including the repayment or recovery of any amounts) contemplated by this Section 2.15(i) (and, for the avoidance of doubt, it is understood and agreed that if a Loan Party has paid principal, interest or any other amounts owed pursuant to a Facility Document, nothing in this Section 2.15(i) (or any equivalent provision) shall require any such Loan Party to pay additional amounts that are duplicative of such previously paid amounts).

Section 2.16 Ratable Sharing. Lenders hereby agree among themselves, that if any of them shall, whether by voluntary payment (other than a voluntary prepayment of Loans made and applied in accordance with the terms hereof), through the exercise of any right of set-off or banker's lien, by counterclaim or cross action or by the enforcement of any right under the Facility Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment or reduction of a proportion of any amount of principal, interest, fees and other amounts then due and owing to such Lender hereunder or under the other Facility Documents (collectively, the "Amounts Due" to such Lender) which is greater than the proportion received by any other Lender entitled to payment thereof in respect of such Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify the Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase participations (which it shall be deemed to have purchased from each seller of a participation simultaneously upon the receipt by such seller of its portion of such payment) in the Amounts Due to the other Lenders entitled to payment thereof so that all such recoveries of Amounts Due shall be shared by all Lenders in proportion to the Amounts Due to them; *provided* that if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, set-off or counterclaim with respect to any and all monies owing by the Borrower to that holder with respect thereto as fully as if that holder were owed the amount of the participation held by that holder. The provisions of this Section 2.16 shall not be construed to apply to (a) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (b) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it in accordance with the express terms of this Agreement.

Section 2.17 [Reserved].

Section 2.18 Increased Costs; Capital Adequacy.

(a) Compensation For Increased Costs and Taxes. In the event that any Lender shall determine (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that any Change in Law (i) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender or (ii) imposes any other condition or Tax (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of "Excluded Taxes" and (C) Connection Income Taxes) on or affecting such Lender (or its applicable lending office) or its obligations hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to such Lender of agreeing to make, making or maintaining Loans hereunder or to reduce any amount received or receivable by such Lender (or its applicable lending office) with respect thereto; then, in any such case, the Borrower shall promptly pay to such Lender, upon receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its sole discretion shall determine) as may be necessary to compensate such Lender for any such increased cost or reduction in amounts received or receivable hereunder. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to such Lender under this Section 2.18(a), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

(b) Capital Adequacy Adjustment. In the event that any Lender shall have determined that a Change in Law has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Loans or Commitment or other obligations hereunder with respect to the Loans, to a level below that which such Lender or such controlling corporation could have achieved but for such Change in Law (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy), then from time to time, within five (5) Business Days after receipt by the Borrower from such Lender of the statement referred to in the next sentence, the Borrower shall pay to such Lender such additional amount or amounts as shall compensate such Lender or such controlling corporation on an after tax basis for such reduction. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to Lender under this Section 2.18(b), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

Section 2.19 Taxes; Withholding, Etc.

(a) Payments to Be Free and Clear. All sums payable by or on account of any obligation of any Loan Party hereunder or under any other Facility Document shall (except to the

extent required by applicable Law) be paid free and clear of, and without any deduction or withholding for or on account of, any Tax.

(b) Withholding of Taxes. If any applicable Loan Party or any other applicable withholding agent is required by applicable Law to make any deduction or withholding for or on account of any Tax from any sum paid or payable under any of the Facility Documents, then: (i) the Borrower shall notify the Administrative Agent of any such requirement or any change in any such requirement as soon as the Borrower becomes aware of it; (ii) the Borrower shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Law, such payment to be made (if the liability to pay is imposed on any Loan Party) for its own account or (if that liability is imposed on the Administrative Agent or such Lender, as the case may be) on behalf of and in the name of the Administrative Agent or such Lender; (iii) if such deduction or withholding is made on account of any Indemnified Tax, the sum payable by such Loan Party in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after such deduction, withholding or payment has been made (including such deductions, withholdings, or payments applicable to additional sums payable under this Section 2.19), the Administrative Agent or such Lender, as the case may be, receives on the due date a net sum equal to the amount it would have received had no such deduction, withholding or payment been required or made; and (iv) within thirty (30) days after any payment of any Tax by the Borrower pursuant to clause (ii), the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by the relevant Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence satisfactory to the Administrative Agent of such deduction, withholding or payment and of the remittance thereof to the relevant Governmental Authority.

(c) Evidence of Exemption From U.S. Withholding Tax.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Facility Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution, and submission of such documentation (other than such documentation set forth in paragraph (A) of Section 2.19(c)(ii), Section 2.19(c)(iii), or Section 2.19(c)(iv)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of paragraph (i), each Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Administrative Agent for

transmission to the Borrower, on or prior to the Closing Date (in the case of each Lender listed on the signature pages hereof on the Closing Date) or on or prior to the date of the Assignment Agreement pursuant to which it becomes a Lender (in the case of each other Lender), and, upon request, at such other times as may be necessary in the determination of the Borrower or the Administrative Agent (each in the reasonable exercise of its discretion), (A) whichever of the following is applicable: (1) in the case of such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Facility Document, two (2) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Facility Document, Internal Revenue Service Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, United States federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty; (2) two (2) executed copies of Internal Revenue Service Form W-8ECI with respect to such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner); (3) in the case of such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a Certificate re Non-Bank Status and (y) two (2) executed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor form); or (4) to the extent such Foreign Lender (or, if such Foreign Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, such owner) is not the beneficial owner, two (2) executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, W-BEN, W-8BEN-E, a Certificate re Non-Bank Status, Internal Revenue Service Form W-9, or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a Certificate re Non-Bank Status on behalf of each such direct and indirect partner; and (B) executed copies of any other form required under the Code and reasonably requested by the Borrower to establish that such Lender is not subject to (or is subject to a reduced rate of) deduction or withholding of United States federal withholding tax with respect to any payments to such Lender of interest payable under any of the Facility Documents.

(iii) Without limiting the generality of paragraph (i), each Lender that is a U.S. Person (or, if such Lender is disregarded as an entity separate from its owner for U.S. federal income tax purposes, is owned by a U.S. Person) (such Lender or such owner, as applicable, a "U.S. Lender") shall deliver to the Administrative Agent and the Borrower on or prior to the Closing Date (or, if later, on or prior to the date on which such Lender becomes a party to this Agreement) two (2) executed copies of Internal Revenue Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such U.S. Lender is entitled to an exemption from United States federal backup withholding tax, or otherwise prove that it is entitled to such an exemption.

(iv) FATCA. If a payment made to a Recipient under any Facility Document would be subject to United States federal withholding Tax imposed by FATCA if

such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrower and Administrative Agent, at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or Administrative Agent, such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or Administrative Agent as may be necessary for the Borrower or Administrative Agent to comply with its obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this paragraph (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(v) Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any material respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(vi) If the Administrative Agent is a U.S. Person (or if the Administrative Agent is disregarded as an entity separate from its owner for U.S. federal income tax purposes and such owner is a U.S. Person), it (or such owner, as applicable) shall deliver to the Borrower on or prior to the date on which the Administrative Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower) two (2) executed copies of Internal Revenue Service Form W-9 certifying that the Administrative Agent (or such owner, as applicable) is entitled to an exemption from U.S. federal backup withholding Tax. If the Administrative Agent is not a U.S. Person (or if the Administrative Agent is disregarded as an entity separate from its owner for U.S. federal income tax purposes and such owner is not a U.S. Person), it (or such owner, as applicable) shall provide to the Borrower on or prior to the date on which the Administrative Agent becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower): (A) with respect to payments received for the Administrative Agent's own account, two (2) executed copies of Internal Revenue Service Form W-8ECI with respect the Administrative Agent (or such owner, as applicable), and (B) with respect to payments received on account of any Lender, two (2) executed copies of Internal Revenue Service Form W-8IMY certifying that the Administrative Agent (or such owner, as applicable) is either (x) a "U.S. branch" and that the payments it receives for the account of others are not effectively connected with the conduct of its trade or business within the United States and that it is using such form as evidence of its agreement with the Borrower to be treated as a "U.S. person" with respect to such payments (and the Borrower and the Administrative Agent agree to so treat the Administrative Agent (or such owner, as applicable) as a "U.S. person" with respect to such payments as contemplated by Section 1.1441-1(b)(2)(iv) of the Treasury Regulations) or (y) a "qualified intermediary" assuming primary withholding responsibility under Chapters 3 and 4 of the Code and/or primary IRS Form 1099 reporting and backup withholding responsibility for payments it receives for the account of others.

(d) Payment of Other Taxes. Without limiting the provisions of or duplicating any amounts payable pursuant to Section 2.19(b), the Borrower shall timely pay all Other Taxes to the relevant Governmental Authorities in accordance with applicable Law (or, at

the option of the Administrative Agent, timely reimburse it for the payment of any Other Taxes). The Borrower shall deliver to the Administrative Agent official receipts or other evidence of such payment reasonably satisfactory to the Administrative Agent in respect of any Other Taxes payable hereunder promptly after payment of such Other Taxes.

(e) Indemnified Taxes. Without limiting the provisions of or duplicating any amounts payable pursuant to Sections 2.19(b) or 2.19(d), the Borrower shall indemnify the Administrative Agent and any Lender for the full amount of Indemnified Taxes (including any such Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.19) paid or payable by the Administrative Agent or any Lender or any of their respective Affiliates or required to be withheld or deducted from a payment to the Administrative Agent or any Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability (with supporting documentation as necessary) delivered to the Borrower shall be conclusive absent manifest error. Such payment shall be due within ten (10) days after demand therefor.

(f) Repayment. If the Borrower pays any additional amounts or makes an indemnity payment under this Section 2.19 to any Lender or the Administrative Agent, and such Lender or the Administrative Agent determines in its sole discretion exercised in good faith that it has actually received in connection therewith any refund of the underlying Indemnified Taxes, such Lender or the Administrative Agent shall pay to the Borrower an amount equal to such refund which was obtained by such Lender or Administrative Agent (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower under this Section 2.19 with respect to the Indemnified Taxes giving rise to such refund) reduced by all reasonable out-of-pocket expenses (including Taxes) of such Lender or the Administrative Agent, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided*, *however,* that the Borrower, upon the request of such Lender or the Administrative Agent, shall repay the amount paid over to the Borrower to any Lender or the Administrative Agent in the event any Lender or the Administrative Agent is required to repay such refund, plus any interest, penalties or other charges. Notwithstanding anything to the contrary in this paragraph (f), in no event will any Lender or the Administrative Agent be required to pay any amount to the Borrower pursuant to this paragraph (f) the payment of which would place any Lender or the Administrative Agent in a less favorable net after-Tax position than such Lender or the Administrative Agent would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any Lender or the Administrative Agent to disclose any Confidential Information to the Borrower or any other Person (including its Tax returns).

(g) Survival. Each party's obligations under this Section 2.19 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Facility Document.

Section 2.20 Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would entitle such Lender to receive payments under Sections 2.18 or 2.19, it shall, to the extent not inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts to (a) make, issue, fund or maintain its Loans through another office of such Lender or (b) take such other measures as such Lender may deem reasonable, if as a result thereof the additional amounts which would otherwise be required to be paid to such Lender pursuant to Sections 2.18 or 2.19 would be materially reduced and if, as determined by such Lender in its sole discretion, the making, issuing, funding or maintaining of such Commitments or Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Commitments or Loans or the interests of such Lender; *provided* that such Lender shall not be obligated to utilize such other office pursuant to this Section 2.20 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.20 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

Section 2.21 Benchmark Replacement Setting.

(a) Notwithstanding anything to the contrary herein or in any other Facility Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Facility Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Facility Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) No Swap Agreement shall constitute a "Facility Document" for purposes of this Section 2.21).

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

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower 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. The Administrative Agent (at the direction of the Required Lenders) will notify the Borrower of (y) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.21(d) and (z) the commencement of any Benchmark Unavailability Period. Any determination, decision or

election that may be made by the Administrative Agent or any Lender (or group of Lenders) pursuant to this Section 2.21, including any determination with respect to a 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 Facility Document, except, in each case, as expressly required pursuant to this Section 2.21.

(e) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Facility 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 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 the Administrative 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 the Administrative Agent (at the direction of the Required Lenders) 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 the Administrative Agent (at the direction of the Required Lenders) 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; provided however that, in each case, such modification is administratively feasible for the Administrative Agent.

Section 2.22 Illegality. If any Lender reasonably determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make, and any right of the Borrower to, continue Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted together with any additional amounts required pursuant to Section 2.24. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

Section 2.23 Inability to Determine Rates. Subject to Section 2.21, if, on or prior to the first day of any Interest Period for any Loan: (i) the Administrative Agent (acting at the Direction of the Required Lenders) determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof, or (ii) the Required Lenders determine that for any reason in connection with any request for a Loan or a conversion thereto or a continuation thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent, then, in each case, the Administrative Agent (upon the instruction of the Required Lenders) will promptly so notify the Borrower and each Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make Loans, and any right of the Borrower to continue Loans, shall be suspended (to the extent of the affected Loans or affected Interest Periods) until the Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Loans (to the extent of the affected Loans or affected Interest Periods). Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.24.

Section 2.24 Funding Losses. Upon written demand of any Lender (with a copy to the Administrative Agent) from time to time, setting forth in reasonable detail the basis for calculating such compensation, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense actually incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan on the date or in the amount notified by the Borrower;

including any loss or expense (excluding loss of anticipated profits and all administrative processing or similar fees) arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding any such loss for which no reasonable means of calculation exist, as set forth in Section 2.23.

Section 2.25 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article II shall deliver a certificate to the Borrower contemporaneously with the demand for payment, setting forth in reasonable detail a calculation of the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of manifest error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 2.22, or 2.23, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; provided that if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Conditions to Closing Date and Initial Draw. The effectiveness of this Agreement and the obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with the terms hereof):

(a) The Administrative Agent shall have signed this Agreement, the Security Agreement, and the Pledge Agreement and shall have received from each other Person that is to be a party thereto on the Closing Date a counterpart signed by such Person of this Agreement, the Security Agreement and the Pledge Agreement. The Administrative Agent shall have received copies of UCC-1 financing statements with respect to each Loan Party, to be filed on the Closing Date in the appropriate filing offices.

(b) The Administrative Agent shall have received a favorable written opinion in form and substance satisfactory to the Administrative Agent (addressed to the Administrative Agent and the Lenders and dated the Closing Date) of (i) Akin Gump Strauss Hauer & Feld LLP, counsel for the Borrower and (ii) local counsel in each jurisdiction in which a Loan Party is organized and the laws of which are not covered by the opinion referred to in clause (i) above.

(c) The Administrative Agent shall have received, in respect of each Loan Party, a certificate of such Loan Party, dated the Closing Date and executed by a secretary, an assistant secretary or other Authorized Officer of such Loan Party, attaching and certifying (i) a copy of the articles or certificate of incorporation, formation or organization or other comparable organizational document of such Loan Party, which shall be certified by the appropriate Governmental Authority, (ii) a copy of the bylaws or operating, management, partnership or similar agreement of such Loan Party, as applicable, together with all amendments thereto as of the Closing Date, (iii) signature and incumbency certificates of the officers of, or other authorized persons acting on behalf of, such Loan Party executing each Facility Document, (iv) resolutions or written consent, as applicable, of the board of directors or similar governing body of such Loan Party approving and authorizing the execution, delivery and performance of this Agreement and the other Facility Documents to which it is a party, and (v) a good standing certificate (or equivalent) from the applicable Governmental Authority of such Loan Party's jurisdiction of organization, dated the Closing Date or a recent date prior thereto, all in form and substance reasonably satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a certificate, dated the Closing Date and signed by an Authorized Officer of the Borrower, certifying that (i) the

representations and warranties of the Loan Parties set forth in the Facility Documents are true and correct in all material respects (or, in the case of any such representation or warranty under the Facility Documents already qualified as to materiality, in all respects) on and as of the Closing Date (except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall only be certified to be so true and correct in all material respects on and as of such prior date) and (ii) on the Closing Date, no Default or Event of Default shall have occurred and be continuing.

(e) The Agents, the Lenders and the members of the Ad Hoc Group (or, as applicable, their counsel and other advisors) shall have received (i) payment of all fees and other amounts due and payable by the Borrower or any of its Subsidiaries on or prior to the Closing Date pursuant to this Agreement or any commitment letter or fee letter entered into in connection herewith, and (ii) to the extent invoiced at least one Business Day before the Closing Date, payment or reimbursement of all reasonable out-of-pocket expenses, including the fees and expenses of counsel to the Agent and the Lenders, required to be paid or reimbursed by the Borrower or any of its Subsidiaries in accordance with this Agreement or any other agreement entered in connection with or further to the Transactions.

(f) The Administrative Agent shall have received, at least two (2) Business Days prior to the Closing Date, (i) all documentation and other information required by regulatory authorities with respect to the Loan Parties under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, and (ii) to the extent any Loan Party qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to such Loan Party, in each case, that has been reasonably requested by any Lender in writing at least five (5) Business Days prior to the Closing Date.

(g) [SPV/securitization closing items]

(h) The Borrower shall have delivered to the Administrative Agent a solvency certificate in form and substance satisfactory to the Lenders and demonstrating that the Borrower is, together with its Subsidiaries, Solvent.

(i) The Borrower shall have delivered to the Administrative Agent the Historical Financial Statements.

(j) In order to evidence a continuing valid, perfected first priority security interest in the Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties, each Loan Party shall have delivered to the Collateral Agent:

(i) evidence satisfactory to the Collateral Agent of the compliance by each Loan Party of its obligations under the Security Agreement and the other Collateral Documents (including its obligations to execute and deliver UCC financing statements, intellectual property security agreements and originals of stock certificates in respect of Equity Interests (along with corresponding stock powers) and promissory notes in respect of pledged debt (along with allonges)); and

(ii) evidence that each Loan Party shall have taken or caused to be taken any other action, executed and delivered or caused to be executed and delivered any other agreement, document and instrument in a proper form for filing, if applicable, reasonably required by the Collateral Agent.

(k) Each condition precedent set forth in the Chapter 11 Plan shall have been satisfied.

(l) To the extent requested by the Ad Hoc Group, the Administrative Agent shall have received a customary, executed payoff letter and applicable intellectual property lien and uniform commercial code financing statement terminations with respect to the DIP Facility and Prepetition First Lien Facility in form reasonably satisfactory to it, and such facilities shall be terminated (and all Guarantees and Liens relating thereto released) substantially concurrently with the occurrence of the Closing Date.

The Administrative Agent shall notify the Loan Parties and the Lenders of the Closing Date, and such notice shall be conclusive and binding.

Section 3.02 Conditions to Making of Loans. The obligation of each Lender to make any Loan, on the Closing Date or thereafter, is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Each of the representations and warranties of the Loan Parties set forth in the Facility Documents are true and correct in all material respects (or, in the case of any such representation or warranty under the Facility Documents already qualified as to materiality, in all respects) on and as of the Closing Date (except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall only be certified to be so true and correct in all material respects on and as of such prior date).

(b) No event shall have occurred, or would result from the making of the Loans on the Closing Date or from the application of the proceeds therefrom, which constitutes a Default or an Event of Default.

(c) The Administrative Agent shall have received a Borrowing Request in accordance with the requirements hereof.

The borrowing of the Loans on the Closing Date shall be deemed to constitute a representation and warranty by the Loan Parties on the date thereof that the conditions set forth in paragraphs (a) and (b) of this Section 3.02 have been satisfied.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Loan Parties' Representations and Warranties. The Loan Parties represent and warrant as follows:

(a) Organization; Requisite Power and Authority; Qualification. Each of the Borrower and its Subsidiaries (i) is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization as identified on Schedule 4.01(a), (ii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into the Facility Documents to which it is a party and to carry out the Transactions contemplated thereby and (iii) is qualified to do business and in good standing in every jurisdiction where any material portion of its assets are located and wherever necessary to carry out its material business and operations, except in the case of subclause (iii), where the failure to be so qualified or so to be in good standing could not reasonably be expected to have a Material Adverse Effect.

(b) Equity Interests and Ownership. The Equity Interests of each of the Borrower and its Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth on Schedule 4.01(b), as of the Closing Date, there is no existing option, warrant, call, right, commitment or other agreement to which the Borrower or any of its Subsidiaries is a party requiring, and there is no membership interest or other Equity Interests of the Borrower or any of its Subsidiaries outstanding which upon conversion or exchange would require, the issuance by the Borrower or any of its Subsidiaries of any additional membership interests or other Equity Interests of the Borrower or any of its Subsidiaries or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase, a membership interest or other Equity Interests of the Borrower or any of its Subsidiaries. Schedule 4.01(b) correctly sets forth the ownership interest of the Borrower and each of its Subsidiaries in their respective Subsidiaries as of the Closing Date.

(c) Due Authorization. The execution, delivery and performance of the Facility Documents have been duly authorized by all necessary action on the part of each Loan Party that is a party thereto.

(d) No Conflict. The execution, delivery and performance by the Loan Parties of the Facility Documents to which they are parties and the consummation of the Transactions do not and will not (i) violate (A) any provision of any Law or any governmental rule or regulation applicable to any such Loan Party, (B) any of the Organizational Documents of any Loan Party or (C) any order, judgment or decree of any court or other agency of government binding on such Loan Party; (ii) result in a breach of or constitute (with due notice or lapse of time or both) a default under any Contractual Obligation of such Loan Party; (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of such Loan Party (other than any Liens created under any of the Facility Documents in favor of the Collateral Agent on behalf of the Secured Parties); or (iv) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of any Loan Party, except

for such approvals or consents which have been obtained on or before the Closing Date and disclosed in writing to the Lenders.

(e) Governmental Consents. The execution, delivery and performance by each Loan Party of the Facility Documents to which it is a party and the consummation of the transactions contemplated by the Facility Documents do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to the Collateral Agent for filing and/or recordation, as of the Closing Date or such later date as is permitted under this Agreement or the other Facility Documents.

(f) Binding Obligation. Each Facility Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(g) Historical Financial Statements. The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the financial position, on a consolidated basis, of the Persons described in such financial statements as at the date thereof and the results of operations and cash flows, on a consolidated basis, of the entities described therein for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year-end adjustments.

(h) No Material Adverse Change. Since December 31, 2023, no event, circumstance or change has occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

(i) Adverse Proceedings, Etc. There are no Adverse Proceedings, individually or in the aggregate, that could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any of its Subsidiaries (i) is in violation of any applicable Laws (including Environmental Laws) that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or (ii) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(j) Payment of Taxes. All income and other material Tax returns and reports of the Borrower and its Subsidiaries required to be filed by any of them have been timely filed. All Taxes due and payable and all assessments, fees, Taxes and other governmental charges upon the Borrower and its Subsidiaries and upon their respective properties, assets, income, businesses and franchises which are due and payable have been paid when due and payable, except for Taxes (i) that are being actively contested by the Borrower or such Subsidiary in good faith and by appropriate proceedings and (ii) where such failure to pay is not adverse in any material respect to the Lenders; *provided*, in each case, that such reserves or other appropriate

provisions, if any, as shall be required in conformity with GAAP shall have been made or provided therefor.

(k) Properties. The Borrower and each of its Subsidiaries has (A) good, sufficient and legal title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in intellectual property) and (D) good title to (in the case of all other personal property), all of their respective properties and assets reflected in the Historical Financial Statements referred to in Section 4.01(g) and in the most recent financial statements delivered pursuant to Section 5.01, in each case except for assets disposed of since the date of such financial statements in the ordinary course of business. Except as permitted by this Agreement, all such properties and assets are free and clear of Liens.

(l) Environmental Matters. In each case, except to the extent not reasonably likely to result in a Material Adverse Effect, (i) the Borrower and each of its Subsidiaries is in compliance with all applicable Environmental Laws, and any past noncompliance has been fully resolved without any pending, on-going or future obligation or cost; (ii) the Borrower and each of its Subsidiaries has obtained and maintained in full force and effect all Governmental Authorizations required pursuant to Environmental Laws for the operation of their respective business; (iii) to the Borrower and each Subsidiary's knowledge, there are and have been no conditions, occurrences, violations of Environmental Law, or presence or Releases of Hazardous Material which could reasonably be expected to form the basis of an Environmental Claim against the Borrower or any of its Subsidiaries; (iv) there are no pending Environmental Claims against the Borrower or any of its Subsidiaries, and neither the Borrower nor any of its Subsidiaries has received any written notification of any alleged violation of, or liability pursuant to, Environmental Law or responsibility for the Release or threatened Release of, or exposure to, any Hazardous Materials; and (v) no Lien imposed pursuant to any Environmental Law has attached to any Collateral and, to the knowledge of any Loan Party, no conditions exist that would reasonably be expected to result in the imposition of such a Lien on any Collateral.

(m) No Defaults. Neither the Borrower nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

(n) Governmental Regulation. Neither the Borrower nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

(o) Margin Stock. Neither the Borrower nor any of its Subsidiaries owns any Margin Stock.

(p) Employee Benefit Plans. No ERISA Event has occurred or is reasonably expected to occur that would result in a Material Adverse Effect.

(q) Solvency. The Loan Parties, taken as a whole, are, and on any date on which this representation and warranty is made, shall be, Solvent.

(r) Compliance with Statutes, Etc. The Borrower and each of its Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and the ownership of its assets and property (including compliance with all applicable Environmental Laws), except such non-compliance that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(s) Disclosure. The representations and warranties of the Loan Parties contained in the Facility Documents and in the other documents, certificates or written statements furnished to the Lenders by or on behalf of the Borrower and its Subsidiaries for use in connection with the Transactions contemplated hereby, in each case, as modified or supplemented by other information so furnished, when taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact (known to the Borrower and its Subsidiaries, in the case of any document not furnished by them) necessary in order to make the statements contained therein not misleading in light of the circumstances under which the same were made; provided that, with respect to projected financial information, the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed by them to be reasonable at the time delivered, it being understood that any such projected financial information may vary from actual results and such variations could be material.

(t) PATRIOT Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) the PATRIOT Act. No part of the proceeds of the Loans shall be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(u) Collateral. All Obligations are secured by the Collateral under the Collateral Documents and entitled to a senior secured position with respect to such Collateral thereunder in accordance with the terms thereof.

ARTICLE V

COVENANTS

So long as any Commitment is in effect and any Obligation (other than Additional Secured Obligations and contingent indemnification and expense reimbursement obligations not then due) hereunder remains unpaid:

Section 5.01 Financial Statements and Other Reports. In the case of the Borrower, the Borrower shall deliver to the Administrative Agent (which shall furnish to each Lender):[6]

(a) Quarterly Financial Statements. As soon as available, and in any event within 75 days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending [June 30], 2024), the condensed consolidated balance sheets of the Borrower and its Subsidiaries as at the end of such Fiscal Quarter and the related condensed consolidated statements of operations, income, changes in stockholders' equity and cash flows of the Borrower and its Subsidiaries for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, which condensed consolidated balance sheets and related consolidated statements of operations, income, changes in stockholders' equity and cash flows shall be accompanied by a Financial Officer Certification; provided that the delivery by the Borrower of quarterly reports on Form 10-Q shall satisfy the requirements of this Section 5.01(a) to the extent such quarterly reports include the information specified herein (it being understood that any such financials statements that are publicly accessible through the website of the Borrower or the website of the SEC will be deemed to be provided in accordance with this Section 5.01(a));

(b) Annual Financial Statements. As soon as available, and in any event within 135 days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2024), (i) the audited consolidated balance sheets of the Borrower and its Subsidiaries as at the end of such Fiscal Year and the related audited consolidated statements of operations, income, changes in stockholders' equity and cash flows of the Borrower and its Subsidiaries for such Fiscal Year, which consolidated balance sheets and related consolidated statements of operations, income, changes in stockholders' equity and cash flows shall be accompanied by a Financial Officer Certification; and (ii) with respect to such consolidated financial statements a report thereon of independent certified public accountants of recognized national standing selected by the Borrower, and reasonably satisfactory to the Administrative Agent (which report and/or the accompanying financial statements shall be unqualified (except to the extent (and only to the extent) that a "going concern" qualification or statement relates to the report and opinion accompanying the financial statements for the Fiscal Year ending immediately prior to the Scheduled Maturity Date and which qualification or statement is solely a consequence of such impending Scheduled Maturity Date under this Agreement), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with

[6] To conform to the reporting under the LLC Agreement.

GAAP applied on a basis consistent with prior years (except, with respect to GAAP being applied on a consistent basis, as otherwise disclosed in such financial statements) and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards); provided that the delivery by the Borrower of annual reports on Form 10-K shall satisfy the requirements of this Section 5.01(b) to the extent such annual reports include the information specified herein (it being understood that any such financials statements that are publicly accessible through the website of the Borrower or the website of the SEC will be deemed to be provided in accordance with this Section 5.01(b));

(c) Compliance Certificates. Together with each delivery of financial statements of the Borrower and its Subsidiaries pursuant to Section 5.01(a) and (b), a duly executed and completed Compliance Certificate;

(d) [Reserved]

(e) Public Reports. Promptly after the same become publicly available, copies of all periodic and other publicly available reports, proxy statements and, to the extent requested by the Administrative Agent, other materials filed by the Borrower or any of its Subsidiaries with the SEC, or distributed to its stockholders generally, as applicable; *provided*, *however*, that such reports, proxy statements, filings and other materials required to be delivered pursuant to this clause (e) shall be deemed delivered for purposes of this Agreement when publicly accessible through the website of the Borrower or the website of the SEC;

(f) Notice of Default. Promptly upon any Authorized Officer of any Loan Party obtaining knowledge (A) of any condition or event that constitutes a Default or an Event of Default or that notice has been given to any Loan Party with respect thereto; (B) that any Person has given any notice to any Loan Party or any of its Subsidiaries or taken any other action with respect to any event or condition set forth in Section 6.01(d); or (C) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a certificate of an Authorized Officer specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Event of Default, Default, default, event or condition, and what action the Borrower (or such Subsidiary) has taken, is taking and proposes to take with respect thereto;

(g) Notice of Litigation. Promptly upon any responsible officer of any Loan Party obtaining actual knowledge of (A) any Adverse Proceeding not previously disclosed in writing by the Borrower to the Lenders or (B) any development in any Adverse Proceeding that, in the case of either clause (A) or (B), if adversely determined could be reasonably expected to have a Material Adverse Effect, or seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby, or the exercise of rights or performance of obligations under any Facility Document written notice thereof together with such other information as may be reasonably available to the Borrower to enable the Lenders and their counsel to evaluate such matters;

(h) ERISA. (A) With reasonable promptness, upon the occurrence of any ERISA Event which, either alone or together with the occurrence of another ERISA Event or other ERISA Events, is reasonably expected to have a Material Adverse Effect, a written notice specifying the nature thereof, what action such the Borrower, its Subsidiaries or any of their respective ERISA Affiliates has taken, is taking or proposes to take with respect thereto; and (B) upon request of the Administrative Agent, with reasonable promptness, copies of (1) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by the Borrower, or any of its respective ERISA Affiliates with the Department of Labor with respect to each Pension Plan; (2) all notices received by the Borrower or any of its respective ERISA Affiliates from a Multiemployer Plan sponsor concerning an ERISA Event; and

(i) Other Information. Promptly, from time to time, (i) such other information regarding the operations, business affairs and financial condition of the Borrower or any of its Subsidiaries, or compliance with the terms of any Facility Document as in each case the Administrative Agent (for itself or on behalf of any Lender) or any member of the Ad Hoc Group may reasonably request, (ii) information and documentation reasonably requested by any Agent (for itself or on behalf of any Lender) for purposes of compliance with applicable "know your customer" requirements under the USA PATRIOT Act or other applicable anti-money laundering laws and (iii) to the extent any Loan Party qualifies as a "legal entity customer" under the Beneficial Ownership Regulator, a Beneficial Ownership Certification (or update thereof) for such Loan Party upon request of the Administrative Agent (for itself or on behalf of any Lender).

Section 5.02 [Reserved].

Section 5.03 Information Regarding Collateral.

(a) [Reserved;]

(b) The Borrower shall furnish to the Collateral Agent prompt written notice of any change (1) in any Loan Party's corporate name, (2) in any Loan Party's identity or corporate structure, (3) in any Loan Party's jurisdiction of organization or (4) in any Loan Party's Federal Taxpayer Identification Number or state organizational identification number. Each Loan Party agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral as contemplated in the Collateral Documents; and

(c) Each Loan Party also agrees promptly to notify (or to have the Borrower notify on its behalf) the Collateral Agent if any material portion of the Collateral is damaged or destroyed.

Section 5.04 Certification of Public Information. The Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material Non-Public Information with respect to the Borrower, its Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to this Section 5.04 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant website or other information platform (the "Platform"), any document or notice

that the Borrower has indicated contains Non-Public Information shall not be posted on that portion of the Platform designated for such public-side Lenders. The Borrower agrees to clearly designate all Information provided to the Administrative Agent by or on behalf of the Borrower which is suitable to make available to public-side Lenders. If the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.04 contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on that portion of the Platform designated for Lenders who wish to receive material Non-Public Information with respect to the Borrower, its Subsidiaries and their securities.

Section 5.05 Existence. Subject to Section 5.19, the Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its corporate existence and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective Organizational Documents (as the same may be amended from time to time) of the Borrower or any such Subsidiary and (ii) the material rights (charter and statutory), licenses and franchises of the Borrower and each of its Subsidiaries; *provided*, *however*, that the Borrower will not be required to preserve any such material right, license or franchise, or the corporate, partnership or other existence of a Subsidiary of the Borrower, if the preservation thereof is no longer desirable in the conduct of the business of the Borrower and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Lenders.

Section 5.06 Payment of Taxes and Claims. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, pay all Taxes imposed upon it (including in its capacity as a withholding agent) or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by Law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; *provided* that no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (1) adequate reserves or other appropriate provisions as shall be required in conformity with GAAP shall have been made therefor or (2) with respect to which the failure to pay would not reasonably be expected to be material to the Loan Parties.

Section 5.07 Maintenance of Properties. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material property used or useful in the business of the Borrower and its Subsidiaries and from time to time shall make or cause to be made all appropriate repairs, renewals and replacements thereof, in each case except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

Section 5.08 Insurance. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain or cause to be maintained, with financially sound and reputable insurers of national standing, such public liability insurance, third party property damage insurance, business interruption insurance, casualty insurance with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Loan Parties and their

Subsidiaries and insurance against other risks, in each case as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as are customary for such Persons. Each such policy of insurance shall (1) name the Secured Parties as additional insureds thereunder as their interests may appear and (2) in the case of each property insurance policy, contain a customary lender loss payable and/or additional insured clause or endorsement, reasonably satisfactory in form and substance to the Collateral Agent.

Section 5.09 Books and Records; Inspections. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, maintain proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation to its business and activities. Each Loan Party shall, and shall cause each of its Subsidiaries to, up to two (2) times in any Fiscal Year or at any time during the continuation of an Event of Default, any authorized representatives designated by the Administrative Agent to visit and inspect any of the properties of any Loan Party and any of its respective Subsidiaries, to inspect, copy and take extracts from its and their financial and accounting records and to discuss its and their affairs, finances and accounts with its and their officers and independent public accountants, all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested (in each case subject to confidentiality restrictions and privileged materials).

Section 5.10 Compliance with Contractual Obligations and Laws. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, comply with the requirements of all Contractual Obligations and all applicable Laws, rules, regulations and orders of any Governmental Authority (including all Environmental Laws), noncompliance with which could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.11 Environmental Compliance. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, use and operate all of its facilities in compliance with all Environmental Laws, keep all necessary Governmental Authorizations required pursuant to any Environmental Laws, and handle all Hazardous Materials in compliance with all Environmental Laws, in each case except where the failure to comply with the terms of this clause could not reasonably be expected to have a Material Adverse Effect.

Section 5.12 Subsidiaries. The Borrower shall promptly send to the Collateral Agent written notice setting forth with respect to any Person that becomes a Subsidiary of the Borrower after the Closing Date (i) the date on which such Person became a Subsidiary of the Borrower and (ii) all of the data required to be set forth in Schedules 4.01(a) and 4.01(b) with respect to all Subsidiaries of the Borrower; and such written notice shall be deemed to supplement Schedule 4.01(a) and 4.01(b) for all purposes hereof.

Section 5.13 Further Assurances. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, at any time or from time to time upon the request of the Administrative Agent, at the expense of the Loan Parties, promptly execute, acknowledge and deliver such further documents and do such other acts and things as the Administrative Agent or the Collateral Agent may reasonably request in order to effect fully the purposes of the Facility

Documents. In furtherance and not in limitation of the foregoing, each Loan Party shall take such actions as the Administrative Agent or the Collateral Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by the assets of the Loan Parties to the extent and in the manner contemplated by the Facility Documents. Upon the exercise by the Administrative Agent or the Collateral Agent of any power, right, privilege or remedy pursuant to this Agreement or the other Facility Documents which required any consent, approval, recording, qualification or authorization of any Governmental Authority, the Borrower will use commercially reasonable efforts to execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Administrative Agent or the Collateral Agent may be reasonably required to obtain from the Borrower or any of its Subsidiaries for such consent, approval, recording, qualification or authorization. If perfecting any Lien on any Collateral that consists of rights that are licensed or leased from a third party requires the consent of such third party pursuant to the terms of an applicable license or lease agreement, and such terms are enforceable under applicable law, the Borrower or the Guarantors, as the case may be, will use all commercially reasonable efforts to obtain such consent with respect to the perfecting of such Lien.

Section 5.14 Mortgages. With respect to any fee interest in any real property that (a) is acquired by the Borrower or a Guarantor after the Closing Date that does not constitute an Excluded Asset set forth in clause (3) of the definition thereof or (b) whether owned by the Borrower or a Guarantor as of the Closing Date or subsequently acquired by the Borrower or a Guarantor, ceases to constitute an Excluded Asset set forth in clause (3) of the definition thereof (such real property referred to individually and collectively as the "Premises"), within 120 days of such acquisition or cessation (as applicable), the Borrower will or will cause the applicable Guarantor, as the case may be, to:

(1) deliver to the Collateral Agent, as mortgagee, for the benefit of the Secured Parties, fully executed Mortgages, duly executed by the Borrower or the applicable Guarantor, as the case may be, together with evidence of the completion (or satisfactory arrangements for the completion), or all recordings and filings of such Mortgage as may be necessary to create a valid, perfected Lien, subject to Permitted Liens and any Intercreditor Agreement, against the Premises purported to be covered thereby;

(2) deliver to the Collateral Agent, a mortgagee's title insurance policy in favor of the Collateral Agent in an amount equal to 100% of the Fair Market Value of the Premises purported to be covered by the related Mortgage, insuring that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens and any other exceptions disclosed in such policy, and such policy shall also include, to the extent available and issued at ordinary rates, customary endorsements and shall be accompanied by evidence of the payment in full (or satisfactory arrangements for the payment) of all premiums thereon;

(3) deliver to the Collateral Agent, the most recent survey of such Premises, together with either (i) an updated survey certification in favor of the Collateral Agent from the applicable surveyor stating that, based on a visual inspection of the

property and the knowledge of the surveyor, there has been no change in the facts depicted in the survey or (ii) an affidavit and/or indemnity from the Borrower or the applicable Guarantor, as the case may be, stating that to its knowledge there has been no change in the facts depicted in the survey, other than, in each case, changes that do not materially adversely affect the use by the Borrower or Guarantor, as applicable, of such Premises for the Borrower or such Guarantor's business as so conducted, or intended to be conducted, at such Premises and in each case, in form sufficient for the title insurer issuing the title policy to remove the standard survey exception from such policy and issue a survey endorsement to such policy; and

(4) deliver to the Collateral Agent an opinion of outside counsel reasonably acceptable to the Collateral Agent that such Mortgage has been duly authorized, executed and delivered by the Borrower or such Guarantor, constitutes a legal, valid, binding and enforceable obligation of the Borrower or such Guarantor and creates a valid perfected Lien in the Premises purported to be covered thereby.

Section 5.15 Post-Closing Obligations. Each of the Loan Parties shall, and shall cause each of its Subsidiaries to, complete all undertakings set forth on Schedule 5.15 attached hereto in the time periods specified therein (as each may be extended by the Administrative Agent in its reasonable discretion).

Section 5.16 Restricted Payments. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend on, or make any other payment or distribution in respect of, its Equity Interests (including any dividend or distribution payable in connection with any merger or consolidation involving the Borrower) or similar payment to the direct or indirect holders thereof in their capacity as such (other than any dividends or distributions payable solely in its Equity Interests (other than Disqualified Stock) and dividends or distributions payable to the Borrower or any of its Subsidiaries (and, if such Subsidiary has stockholders other than the Borrower or other Subsidiaries, to its other stockholders on no more than a pro rata basis));

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of the Borrower held by any Person or any Equity Interests of any Subsidiary of the Borrower held by any Affiliate of the Borrower (in each case other than held by the Borrower or a Subsidiary of the Borrower), including in connection with any merger or consolidation and including the exercise of any option to exchange any Equity Interests (other than into Equity Interests of the Borrower that are not Disqualified Stock);

(iii) make any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to the scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Indebtedness that is contractually subordinated in right of payment to any of the Obligations or any Guaranty thereof, any Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or any unsecured Indebtedness (other than the payment of interest and other than the purchase, repurchase or other acquisition of such Indebtedness purchased in anticipation

of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within ninety days of the date of such purchase, repurchase or other acquisition); provided that, for the avoidance of doubt, this clause (iii) shall not prohibit the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Qualified Receivables Facility by the applicable Receivables Entity or of the Backstop Notes by Loan SPV in accordance with the terms thereof; or

(iv) make any Restricted Investment.

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments").

(b) The foregoing provisions will not prohibit:

(i) the payment of any dividend or other distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or other distribution or giving of the irrevocable redemption notice, so long as said date is after the Closing Date, if at said date of declaration or notice, such payment would have complied with the provisions of this Agreement;

(ii) any Restricted Payment made in exchange for, or with the net cash proceeds from, the substantially concurrent sale of Equity Interests of [(or contributions to the capital of)] the Borrower (other than any Disqualified Stock and other than Equity Interests issued or sold to a Subsidiary of the Borrower) or a substantially concurrent cash capital contribution received by the Borrower from its shareholders;

(iii) the defeasance, redemption, repurchase, retirement or other acquisition of Indebtedness of the Borrower or any Guarantor that is contractually subordinated in right of payment to any of the Obligations or to any Guaranty thereof, Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or unsecured Indebtedness in exchange for, or with the net cash proceeds from, an Incurrence of Permitted Refinancing Debt with respect to such Indebtedness;

(iv) the redemption, repurchase, retirement or other acquisition for value of any Equity Interests of the Borrower or any Subsidiary of the Borrower held by current or former employees, officers, directors or consultants of the Borrower (or any of its Subsidiaries), in each case solely upon such Person's death, disability, retirement or termination of employment or under the terms of any Employee Benefit Plan or other agreement under which such Equity Interests were issued; provided that the aggregate amount of such repurchases and other acquisitions (excluding amounts representing cancellation of Indebtedness) shall not exceed $2.5 million in any Fiscal Year;

(v) payments of dividends on Disqualified Stock issued pursuant to Section 5.18;

(vi) repurchases of Capital Stock deemed to occur upon exercise of stock options if such Capital Stock represents a portion of the exercise price of such options;

(vii) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Borrower; provided, however, that any such cash payment shall not be for the purpose of evading the limitations of this Section 5.16;

(viii) so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, payments of intercompany subordinated Indebtedness, the Incurrence of which was permitted under clause (v) of Section 5.18(b);

(ix) the repurchase, redemption or other acquisition or retirement for value of any Indebtedness of the Borrower or any Guarantor that is contractually subordinated in right of payment to any of the Obligations or to any Guaranty thereof, any Indebtedness that is secured by Liens on any of the Collateral junior in priority to the Liens securing the Obligations or any Guaranty thereof or any unsecured Indebtedness upon the occurrence of an "asset sale" or "change of control"; provided that no such repurchase, redemption or other acquisition or retirement for value of any such Indebtedness shall be permitted prior to repayment in full of the Loans and all other Obligations that are accrued and payable in connection therewith; or

(x) other Restricted Payments in an aggregate amount outstanding not to exceed $25.0 million; or

(xi) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to the scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Indebtedness with respect to a Qualified Receivables Facility.

(c) The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the assets proposed to be transferred by the Borrower or such Subsidiary, as the case may be, pursuant to the Restricted Payment.

(d) [Reserved.]

(e) Notwithstanding anything to the contrary set forth in this Section 5.16, no Loan Party shall make any Restricted Payment to, or Investment in, any Subsidiary (other than another Loan Party) consisting of any intellectual property or any other assets (other than cash and Cash Equivalents) material to the operations of the Borrower and its Subsidiaries in the ordinary course of business.

Section 5.17 Dividend and Other Payment Restrictions Affecting Subsidiaries. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Subsidiary of the Borrower to:

(i) pay dividends or make any other distributions to the Borrower or any of its Subsidiaries with respect to its Capital Stock or any other interest or participation in, or measured by, its profits;

(ii) pay any Indebtedness owed to the Borrower or any of its Subsidiaries;

(iii) make any loans or advances to the Borrower or any of its Subsidiaries; or

(iv) sell, lease or transfer any of its properties or assets to the Borrower or any of its Subsidiaries.

(b) However, the foregoing restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(i) any agreements in effect or entered into on the Closing Date, including agreements governing Existing Indebtedness (including the Backstop Notes) as in effect on the Closing Date, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof (in each case, regardless of whether such replacement or refinancing is consummated at the same time or later than the termination or repayment of the Indebtedness being refinanced or replaced), in whole or in part; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the agreements governing such Indebtedness as in effect on the Closing Date;

(ii) [Reserved];

(iii) the Facility Documents;

(iv) applicable law and any applicable rule, regulation or order;

(v) customary non-assignment provisions in leases, licenses or other agreements entered into in the ordinary course of business;

(vi) purchase money obligations and Capital Lease Obligations that impose restrictions of the nature described in clause (iv) of Section 5.17(a) on the property so acquired;

(vii) any agreement for the sale or other disposition of all or substantially all of the Capital Stock or assets of a Subsidiary of the Borrower that restricts distributions by that Subsidiary pending its sale or other disposition thereof;

(viii) any agreement or other instrument of a Person acquired by the Borrower or any Subsidiary of the Borrower in existence at the time of such acquisition (but not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired;

(ix) Liens that limit the right of the Borrower or any of its Subsidiaries to dispose of the asset or assets subject to such Lien;

(x) customary provisions limiting the disposition or distribution of assets or property in partnership, joint venture, asset sale agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements;

(xi) Permitted Refinancing Debt, provided that the restrictions contained in the agreements governing such Permitted Refinancing Debt are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(xii) any such encumbrance or restriction with respect to any Foreign Subsidiary of the Borrower pursuant to an agreement governing Indebtedness incurred by such Foreign Subsidiary, (a) if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially more restrictive to the Borrower and its Subsidiaries than the encumbrances and restrictions contained in the agreements described in clauses (i) and (ii) above (as determined in good faith by the Borrower), or (b) if such encumbrance or restriction is not materially more restrictive to the Borrower and its Subsidiaries than is customary in comparable financings (as determined in good faith by the Borrower) and either (x) the Borrower determines in good faith that such encumbrance or restriction will not materially affect the Borrower's ability to make the principal or interest payments on the Loans or (y) such encumbrance or restriction applies only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness;

(xiii) any encumbrance or restriction existing under or by reason of contractual requirements of a Receivables Entity in connection with a Qualified Receivables Transaction; provided that such restrictions apply only to such Receivables Entity or any Subsidiary acting as servicer or sub-servicer for such Qualified Receivables Transaction; provided that any such encumbrance or restriction applicable to a Subsidiary acting as servicer or sub-servicer for such Qualified Receivables Transaction shall apply only to Servicer Accounts;

(xiv) restrictions on cash or other deposits or net worth imposed by landlords, suppliers and customers under contracts entered into in the ordinary course of business; and

(xv) any encumbrance or restriction applicable only to Loan SPV existing under or by reason of the Organizational Documents of Loan SPV or the Backstop Notes, in each case as in existence on the Closing Date.

Section 5.18 Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Debt) and the Borrower will not issue any Disqualified Stock and will not permit any of its Subsidiaries to issue any shares of Disqualified Stock or Preferred Stock.

(b) The foregoing provisions will not prohibit the Incurrence of any of the following items of Indebtedness:

(i) (1) Permitted Indebtedness in an aggregate amount, together with any Permitted Refinancing Debt in respect thereof, not to exceed $75 million at any time outstanding, and (2) Permitted Refinancing Debt in exchange for, or the net cash proceeds of which are used to extend, refinance, renew, replace, defease or refund (in each case, whether or not upon termination and whether with the original lenders, institutional investors or otherwise, including through the issuance of debt securities), in whole or in part, any Permitted Indebtedness;

(ii) the Incurrence by the Borrower and the Guarantors of Indebtedness represented by the Loans and the related Guarantees;

(iii) [reserved;]

(iv) the Incurrence by the Borrower or any of its Subsidiaries of Permitted Refinancing Debt in exchange for, or the net cash proceeds of which are used to extend, refinance, renew, replace, defease or refund (in each case, whether or not upon termination and whether with the original lenders, institutional investors or otherwise, including through the issuance of debt securities), in whole or in part, Indebtedness that was Incurred pursuant to clauses (ii), (iv) or (viii) of this Section 5.18(b);

(v) the Incurrence of intercompany Indebtedness of the Borrower, a Guarantor or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) for so long as such Indebtedness is not prohibited by Section 5.18; provided that (i) such Indebtedness shall be unsecured and if owing by the Borrower or any Guarantor, contractually subordinated in all respects to the Obligations and any Guaranty thereof, and (ii) if as of any date any Person other than the Borrower or a Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness (other than Permitted Liens of the type described in clause (1) or (15) or any permitted refinancing Lien in respect thereof), such date shall be deemed the incurrence of Indebtedness not permitted under this clause (v);

(vi) Guarantees by the Borrower or any Subsidiary of the Borrower of Indebtedness of the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV) otherwise permitted hereunder so long as the Person giving such Guarantee could have Incurred the Indebtedness that is being Guaranteed; provided that if the Indebtedness being guaranteed (x) is subordinated to any of the Obligations or a Guaranty thereof, then the Guarantee must be subordinated to the same extent as the Indebtedness being guaranteed or (y) is owed by any Subsidiary of the Borrower that is not a Guarantor, such Guarantee shall be subordinated to the prior payment in full of the Obligations in the case of the Borrower or the Guarantees in the case of a Guarantor;

(vii) the Incurrence by the Borrower or any of its Subsidiaries of Hedging Obligations that are Incurred for the purpose of fixing or hedging (A) interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Agreement to

be outstanding or (B) currency exchange risk in connection with existing financial obligations in the ordinary course of business and not for purposes of speculation;

(viii) the Incurrence on or prior to the Closing Date of Existing Indebtedness (other than Indebtedness described in clauses (i), (ii) or (v) of this Section 5.18(b)); provided that all Existing Indebtedness (other than Existing Indebtedness with a principal amount not in excess of $1 million individually or $2 million in the aggregate for all such Existing Indebtedness) shall be set forth on Schedule 5.18 attached hereto;

(ix) the Incurrence of obligations in respect of letters of credit, bank guarantees, performance, bid and surety bonds and completion guarantees provided by the Borrower or any of its Subsidiaries in the ordinary course of business;

(x) the Incurrence by the Borrower or any of its Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within four Business Days of its Incurrence;

(xi) Indebtedness in an aggregate principal amount not to exceed $25,000,000;

(xii) Indebtedness of the Borrower or any Subsidiary of the Borrower consisting of the financing of insurance premiums in the ordinary course of business;

(xiii) Indebtedness consisting of promissory notes or similar Indebtedness issued by the Borrower or any Subsidiary of the Borrower to current, future or former officers, directors and employees thereof, or to their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Borrower or a Subsidiary of the Borrower to the extent described in clause (iv) of Section 5.16(b);

(xiv) Indebtedness arising from agreements of the Borrower or any of its Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Borrower or such Subsidiary in connection with such disposition;

(xv) Indebtedness Incurred by a Canadian Direct Lending Subsidiary (the borrower in respect of such Indebtedness, the "Canadian Recourse Facility Borrower") (and any unsecured Guarantee thereof by the Borrower) with respect to one or more single-pay recourse facilities (and Permitted Refinancing Indebtedness in respect thereof) in an aggregate principal amount outstanding at any one time not in excess of $25.0 million (the "Canadian Recourse Facility");

(xvi) (a) Indebtedness Incurred by a Receivables Entity (and Guarantees thereof by the Borrower or any Subsidiary either (1) as in effect on the Closing Date or (2) that constitute Standard Securitization Undertakings) under the Securitization Facilities (as in effect on the Closing Date) and (b) Indebtedness Incurred by a Receivables Entity (and Guarantees thereof by the Borrower or any Subsidiary that constitute Standard Securitization Undertakings) in a Qualified Receivables Transaction having terms (including as to advance rates, minimum liquidity, restricted cash and pay-down provisions) either substantially consistent with the terms of the Securitization Facilities (as in effect on the Closing Date) or otherwise consistent with prevailing market terms as of the date of incurrence; and

(xvii) Indebtedness of Loan SPV consisting of Backstop Notes in an aggregate principal amount not to exceed $[•] and the Guarantee thereof by the Borrower; provided that such Guarantee shall be unsecured and contractually subordinated in right of payment to the payment in full of the Obligations of the Borrower.

(c) For purposes of determining compliance with this Section 5.18, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (i) through (xvii) of paragraph (b) above, the Borrower will, in its sole discretion, divide and classify such item of Indebtedness in any manner that complies with this Section 5.18 and will only be required to include the amount and type of such Indebtedness in one of such clauses, and may re-classify any such item of Indebtedness from time to time among such clauses, so long as such item meets the applicable criteria for such category. For the avoidance of doubt, Indebtedness may be classified as Incurred in part pursuant to one of the clauses (i) through (xvii) above, and in part under one or more other clauses. Indebtedness outstanding on the Closing Date under each of the Securitization Facilities shall be treated as Incurred pursuant to clause (xvi) of paragraph (b) above.

(d) For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

(e) The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

(f) Accrual of interest and dividends, accretion of accreted value, issuance of securities paid-in-kind, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of

additional shares of Preferred Stock or Disqualified Stock, the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, changes to amounts outstanding in respect of Hedging Obligations solely as a result of fluctuations in foreign currency exchange rates or interest rates or by reason of fees, indemnities and compensation payable thereunder shall not be deemed to be an Incurrence of Indebtedness for purposes of this Section 5.18.

(g) The Borrower will not incur, and will not permit any Guarantor to incur, any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Borrower or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the Obligations and the Guaranties thereof on substantially identical terms; provided, however, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness solely by virtue of being unsecured or by virtue of being secured on a junior Lien priority basis.

Accrual of interest, accretion of accreted value, accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness or the reclassification of commitments or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an incurrence of Indebtedness for purposes of this Section 5.18.

Section 5.19 Mergers, Consolidations, Sales of Assets and Acquisitions. The Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, merge into, amalgamate with or consolidate with any other person, or permit any other person to merge into, amalgamate with or consolidate with it, or Dispose of (in one transaction or in a series of related transactions) all or any part of its assets (whether now owned or hereafter acquired), or Dispose of any Equity Interests of any Subsidiary, or purchase, lease or otherwise acquire (in one transaction or a series of related transactions) all or substantially all of the assets of any other person or division or line of business of a person, except that this Section 5.19 shall not prohibit:

(a) if at the time thereof and immediately after giving effect thereto no Event of Default shall have occurred and be continuing or would result therefrom, (i) the merger, amalgamation or consolidation of any Subsidiary of the Borrower with or into the Borrower in a transaction in which the Borrower is the survivor, (ii) the merger, amalgamation or consolidation of any Subsidiary of the Borrower with or into any Loan Party (other than the Borrower) in a transaction in which the surviving or resulting entity is a Domestic Subsidiary and is or becomes a Loan Party and, in the case of each of clauses (i) and (ii), no person other than the Borrower or another Loan Party receives any consideration, (iii) the merger, amalgamation or consolidation of any Subsidiary of the Borrower (other than a Loan Party) with or into any other Subsidiary that is not a Loan Party, (iv) the liquidation or dissolution or change in form of entity of any Subsidiary if (x) the Borrower determines in good faith that such liquidation, dissolution or change in form is in the best interests of the Borrower and is not materially disadvantageous to the Lenders, (y) no Loan Party is liquidated or dissolved into a Subsidiary that is not a Loan Party and (z) no Domestic Subsidiary is liquidated or dissolved into a Foreign Subsidiary, (v) any Subsidiary of the Borrower may merge, amalgamate or consolidate with any other person in order to effect an Investment permitted pursuant to Section 5.16 so long as the continuing or surviving person shall be a Subsidiary, which shall be a Domestic Subsidiary and a Loan Party if the merging, amalgamating or consolidating Subsidiary was a Loan Party and which together with each of its

Subsidiaries shall have complied with any applicable requirements of Section 7.09, (vi) any Subsidiary may merge, amalgamate or consolidate with any other person in order to effect a Disposition otherwise permitted pursuant to this Section 5.19, or (vii) any Permitted Acquisition and any purchase, lease or other acquisition (in one transaction or a series of related transactions) of all or substantially all of the assets of any other person or division or line of business of a person which, if structured as a merger or purchase of Equity Interests, would constitute a Permitted Acquisition;

(b) a Disposition of assets to the Borrower or any Subsidiary of the Borrower (other than a Receivables Entity and other than Loan SPV); *provided* that any Disposition by a Loan Party to a Subsidiary that is not a Loan Party in reliance on this clause (b) shall be for cash and for Fair Market Value;

(c) an issuance of Equity Interests by a Subsidiary of the Borrower to the Borrower or to a Wholly-Owned Subsidiary of the Borrower that is a Subsidiary;

(d) a Restricted Payment that is permitted by Section 5.16 or a Permitted Investment;

(e) the Incurrence of Permitted Liens and the Disposition of assets subject to such Liens by or on behalf of the Person holding such Liens;

(f) the Disposition of accounts in accordance with industry practice in connection with the compromise or collection thereof;

(g) any Disposition of cash or Cash Equivalents;

(h) the lease, assignment or sub-lease of any property in the ordinary course of business;

(i) any surrender or waiver of contract rights or the settlement, release or surrender of contract rights or other litigation claims in the ordinary course of business;

(j) sales of assets that have become worn out, obsolete or damaged or otherwise unsuitable for use in connection with the business of the Borrower or any of its Subsidiaries;

(k) the license of patents, trademarks, copyrights, software applications and know-how to Subsidiaries of the Borrower and to third Persons in the ordinary course of business;

(l) the Disposition of precious metals in the ordinary course of business;

(m) Dispositions of motor vehicles securing consumer loans made by the Borrower and its Subsidiaries in the ordinary course of business;

(n) sales of loans receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" to a Receivables Entity in connection with a Qualified Receivables Transaction;

(o) transfers of loans receivable and related assets of the type specified in the definition of "Qualified Receivables Transaction" by a Receivables Entity in a Qualified Receivables Transaction;

(p) any Disposition of the Equity Interests of Katapult Holdings, Inc.;

(q) [reserved]; and

(r) other Dispositions of assets to persons other than the Borrower and its Subsidiaries; provided, that (i) the Net Proceeds thereof, if any, are applied in accordance with Section 2.14 to the extent required thereby, (ii) such Disposition is for at least Fair Market Value, and (iii) at least 75% of the consideration for such Disposition received by the Borrower and its Subsidiaries consists of cash or Cash Equivalents; provided that for purposes of this clause (iii), each of the following shall be deemed to be cash: (a) any liabilities (as shown on the Borrower's or such Subsidiary's most recent balance sheet) of the Borrower or any Subsidiary of the Borrower (other than contingent liabilities and liabilities that are by their terms subordinated to any of the Obligations or any Guaranty thereof) that are assumed by the transferee of any such assets and with respect to which the Borrower or such Subsidiary is unconditionally released from further liability, and (b) any notes or other obligations or other securities received by the Borrower or such Subsidiary from the transferee that are converted by the Borrower or such Subsidiary into cash or Cash Equivalents within 45 days after receipt thereof (to the extent of the cash or Cash Equivalents received).

Notwithstanding anything to the contrary set forth in this Section 5.19, no Loan Party shall make any Disposition to any Subsidiary that is not a Loan Party consisting of any intellectual property or any other assets (other than cash and Cash Equivalents) material to the operations of the Borrower and its Subsidiaries in the ordinary course of business.

Section 5.20 Transactions with Affiliates. (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, exchange, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of $1 million, unless:

(i) such Affiliate Transaction is on terms that are no less favorable to the Borrower or the relevant Subsidiary than those that would have been obtained in a comparable transaction at the time in an arm's-length transaction with a person who was not an Affiliate; and

(ii) if such Affiliate Transaction involves an amount in excess of $2 million, the terms of the Affiliate Transaction are set forth in writing and a majority of the

non-employee directors of the Borrower disinterested with respect to such Affiliate Transaction has determined in good faith that the criteria set forth in clause (i) of this Section 5.20(a) are satisfied and has approved the relevant Affiliate Transaction as evidenced by a resolution of the Board of Directors of the Borrower set forth in an officer's certificate.

(b) The foregoing provisions will not apply to the following:

(i) any employment agreement or compensation plan or arrangement and other benefits (including retirement, health, stock option and other benefit plans) entered into by the Borrower or any of its Subsidiaries in the ordinary course of business of the Borrower or such Subsidiary;

(ii) transactions exclusively between or among the Loan Parties; *provided* that such transactions are not otherwise prohibited by the Facility Documents;

(iii) any agreement existing on the Closing Date and, unless expressly disclosed in an Annual Report on Form 10-K, Quarterly Report on Form 10-Q or Current Report on Form 8-K, in each case of the Borrower and made publicly available on the website of the SEC prior to the Closing Date, set forth on Schedule 5.20(b)(iii) attached hereto, as in effect on the Closing Date, or as modified, amended or amended and restated by any modification, amendment or amendment and restatement (x) that, taken as a whole, is not more disadvantageous to the Lenders in any material respect than such agreement as it was in effect on the Closing Date or (y) made in compliance with the applicable provisions of clauses (i) and (ii) of Section 5.20(a);

(iv) reasonable compensation of, and indemnity arrangements in favor of, directors of the Borrower and its Subsidiaries;

(v) the issuance or sale of any Equity Interests (other than Disqualified Stock) of the Borrower and any contribution to the common equity of the Borrower;

(vi) transactions with Affiliates who are Lenders under and in accordance with the Facility Documents;

(vii) transactions with customers, clients, lessors, landlords, suppliers, contractors, or purchasers or sellers of goods or services that are Affiliates, in each case, in the ordinary course of business and otherwise in compliance with the terms of this Agreement that are fair to the Borrower and its Subsidiaries, in the reasonable determination of the Board of Directors of the Borrower;

(viii) sales or other transfers or dispositions of accounts receivable and other related assets customarily transferred in an asset securitization transaction involving accounts receivable to a Receivables Entity in a Qualified Receivables Transaction, and acquisitions of Permitted Investments in connection with, and any other customary transactions effected as a part of, a Qualified Receivables Transaction; and

(ix) Restricted Payments that are permitted by Section 5.16 and Permitted Investments.

Section 5.21 Liens. The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, except Permitted Liens.

Section 5.22 [Reserved.]

Section 5.23 Business Activities. The Borrower shall not, and shall not permit any of its Subsidiaries to, engage in any business other than Similar Businesses.

Section 5.24 Stay, Extension and Usury Laws. Each of the Borrower and the Guarantors covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of the Facility Documents; and each of the Borrower and the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to any Agent or Lender, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 5.25 Loan SPV. The Borrower shall not permit Loan SPV (A) to Incur any Indebtedness other than Backstop Notes in aggregate initial principal amount not to exceed [$16,789,500], plus accrued interest and any interest that is paid in kind and capitalized in accordance with the terms of the Backstop Notes, (B) to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired by it, other than Liens to secure the obligations under the Backstop Notes, (C) to Dispose of any assets, business or property, other than the making of interest, premium and principal payments to the holders of the Backstop Notes in connection with the satisfaction of any of the Loan SPV's obligations under the Backstop Notes in accordance with their terms, (D) to make or hold any Investment other than the Loans and cash or Cash Equivalents, (E) to make any Restricted Payment, other than in the form of cash dividends to its parent to the extent consistent with its obligations in respect of the Backstop Notes, (F) to, directly or indirectly, merge into, amalgamate with or consolidate with any other Person, or permit any other Person to merge into, amalgamate with or consolidate with it, other than a merger or other consolidation with and into Borrower or any Subsidiary in connection with the satisfaction in full of the Backstop Notes, (G) to acquire any assets, business or property other than the Loans on the Closing Date and any cash or Cash Equivalents, (H) breach or violate any of its Organizational Documents or the Backstop Notes, or (I) engage in any business or activity other than (1) the making and ownership of, Loans in an aggregate, initial principal amount not to exceed [$16,789,500], (2) maintaining its corporate existence, (3) participating in tax, accounting and other administrative activities, (4) execution and delivery of the Backstop Notes and any other security and other documentation incidental there to which it is a party and the performance of its obligations thereunder, (5) receiving and holding cash and Cash Equivalents in deposit accounts and securities accounts, and (6) activities incidental to the businesses or activities described in clauses (1) through (5) of this Section 5.25(I). Notwithstanding anything to the contrary set forth in this Agreement or

otherwise, neither the Borrower nor any of its Subsidiaries shall (i) repay, prepay, purchase, repurchase, redeem, defease or otherwise acquire or retire for value any Backstop Notes (except (A) payments by Loan SPV and (B) subject to the such guarantee being contractually subordinated in right of payment to the payment in full of the Obligations of the Borrower, payments under the guarantee of the Backstop Notes by the Borrower) or (ii) make any Investment in, or Dispose of any assets or properties to, Loan SPV (other than (i) holding Equity Interests of Loan SPV issued to the Borrower or its applicable Subsidiary prior to the Closing Date and (ii) making payments on the Loans held by Loan SPV in accordance with the terms of this Agreement and the other Facility Documents).

Section 5.26 [Reserved].

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Loan Party shall fail to pay (i) when due any of the outstanding principal of the Loans or (ii) within three (3) Business Days after the same become due and payable, accrued interest on the Loans or any fee or any other amount due hereunder; or

(b) any representation or warranty made by or on behalf of any Loan Party herein or in any other Facility Document, certificate, financial statement or other document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(c) (i) any Loan Party or any Subsidiary thereof shall fail to perform or observe any term, covenant or agreement contained in Sections 2.07, 5.01(a), (b), (c), (d), (f), (g) or (h), 5.03(c), 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.23, 5.24, 5.25, or 5.26 of this Agreement; (ii)[reserved]; or (iii) the Loan Parties or any of their Subsidiaries shall fail to perform or observe any other term, covenant or agreement contained in this Agreement or any other Facility Document, and such failure continues for 30 days; *provided,* that to the extent any Facility Document expressly provides for a shorter grace period, that shorter grace period will be given effect; or

(d) (i) any Loan Party or any Subsidiary thereof (other than any Receivables Entity) fails (1) to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder or any Qualified Receivables Facility) having an aggregate principal amount of more than $10,000,000, or (2) to observe or perform any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with or without the giving of notice or lapse of time, such Indebtedness to become due or to be repurchased, prepaid,

defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; *provided* that this clause (d)(i)(2) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness; (ii) there occurs any event of default under any Swap Agreement as to which a Loan Party or any Subsidiary thereof is the Defaulting Party (as defined in such Swap Agreement) or any Termination Event (as so defined) under such Swap Agreement as to which such Loan Party or any Subsidiary thereof is an Affected Party (as so defined) and, in either event, the Swap Agreement termination value exceeds $1,000,000; provided that in the case of clauses (d)(i) and (ii), any such failure referred to in clause (d)(i) or any such event of default or Termination Event referred to in clause (d)(ii), as the case may be, is unremedied and is not validly waived by the holders of such Indebtedness, or the counterparties of such Swap Agreement, as the case may be, in accordance with the terms of the documents governing such Indebtedness or Swap Agreement, as the case may be, prior to any termination of the Commitments or acceleration of the Loans pursuant to this Section 6.01; or (iii) the occurrence of an "Event of Default" or other similar event or circumstance under the Securitization Facilities or any other Qualified Receivables Facility, in each case, after giving effect to any grace period therein, that either (A) results in the acceleration of all or any portion of such Indebtedness prior to its final stated maturity or (B) has not been remedied (by amendment, cure, waiver or otherwise) thereunder within thirty (30) days after the related lenders thereunder received notice of the occurrence of such "Event of Default" (or other similar event or circumstance); or

(e) any judgment or order for the payment of money in excess of $5,000,000 shall be rendered against any Loan Party or any Subsidiary thereof and either (x) enforcement proceedings shall have been commenced by any creditor upon such judgment or order which shall not have been stayed or dismissed within thirty (30) days after the commencement of such proceedings or (y) there shall be any period of forty-five (45) consecutive days during which such judgment remains unpaid and a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(f) (i) any proceeding shall be instituted by or against a Loan Party or any Subsidiary thereof seeking relief under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding-up, dissolution, reorganization, arrangement, compromise, adjustment, protection, relief, or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian, sequestrator, conservator, examiner, liquidator, rehabilitator or other similar official for it or for any substantial part of its property and assets and, in the case of any such proceeding instituted against such Person, such proceeding shall remain undismissed or unstayed for a period of thirty (30) days; (ii) any Loan Party or any Subsidiary thereof shall consent to the institution of, fail to contest in a timely and appropriate manner, or file an answer admitting the material allegations in any proceeding or the filing of any petition described above; or (iii) any Loan Party or any Subsidiary thereof shall take any

corporate or other action (as applicable), to authorize any of the actions set forth above in this Section 6.01(f);

(g) (i) any Loan Party shall deny its obligations under this Agreement or any other Facility Document (to which it is a party), (ii) any Law shall purport to render invalid, or preclude enforcement of, any material provision of this Agreement or any other Facility Document or impair performance of the obligations hereunder or under any other Facility Document of any Loan Party, or (ii) any material provision of any Facility Document, after delivery thereof in accordance with the terms hereof or of any other Facility Document, shall for any reason cease to be valid and binding upon, or enforceable against any Loan Party; or

(h) (i) any security interest created by any Collateral Document ceases to be in full force and effect (except as permitted by the terms of this Agreement or the Collateral Documents); *provided* that, such cessation, individually or in the aggregate, results in Collateral having a Fair Market Value in excess of $10,000,000 not being subject to a valid, perfected security interest or (ii) except as permitted by this Agreement, any Guarantee of the Obligations shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Guarantee of the Obligations;

(i) there shall occur one or more ERISA Events which ERISA Event or ERISA Events individually or in the aggregate, results in or would reasonably be expected to result in liability in excess of $10,000,000; or

(j) a Change of Control shall have occurred and be continuing;

then, (i) upon the occurrence of any Event of Default described in Section 6.01(f), automatically, and (ii) upon the occurrence of any other Event of Default, at the request of (or with the consent of) Required Lenders or the Administrative Agent, (A) the Commitments, if any, of each Lender having such Commitments shall immediately terminate; (B) each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by each Loan Party: (I) the unpaid principal amount of and accrued interest on the Loans and (II) all other Obligations; (C) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interests created pursuant to Collateral Documents; and (D) the Administrative Agent and the Collateral Agent may exercise on behalf of themselves, the Lenders and the other Secured Parties all rights and remedies available to the Administrative Agent, the Collateral Agent and the Lenders under the Facility Documents or under applicable Law or in equity. After the exercise of remedies provided for in Section 6.01 (or after the Obligations have automatically become immediately due and payable as set forth in the Section 6.01), any amounts received on account of the Obligations shall be applied (i) first, to any amounts owed to the Agent under the Facility Documents, (ii) ratably to the First Out Loans of, and other Obligations owing to, each First Out Lender (in their capacity as such) until such First Out Loans and other Obligations are repaid in full and, (iii) thereafter ratably to the Second Out Loans of, and other Obligations owing to, each Second Out Lender (in their capacity as such).

ARTICLE VII

GUARANTY

Section 7.01 The Guaranty. Each Guarantor, jointly and severally, hereby Guarantees to the Secured Parties and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations (such obligations being herein collectively called the "Guaranteed Obligations"); provided that the Guaranteed Obligations of a Guarantor shall exclude any Excluded Swap Obligations with respect to such Guarantor. Each Guarantor hereby agrees that if the Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, each Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02 Obligations Unconditional. The obligations of each Guarantor under Section 7.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrower under this Agreement or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other Guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable Law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 7.02 that the obligations of each Guarantor hereunder shall be absolute and unconditional under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to such Guarantor, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein shall be waived or any other Guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(d) any lien or security interest granted in favor of Collateral Agent for the benefit of the Secured Parties as security for any of the Guaranteed Obligations shall fail to be perfected.

Each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Secured Parties exhaust any right, power or remedy or proceed against the Borrower under this Agreement or any other agreement or instrument referred to herein, or against any other Person under any other Guarantee of, or security for, any of the Guaranteed Obligations, and each Guarantor agrees that any consent by the Administrative Agent or the Lenders hereunder shall be effective only in the specific instance and for the specific purpose for which it is given.

Section 7.03 Reinstatement. The obligations of each Guarantor under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower or any Guarantor in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each Guarantor agrees that it will indemnify each Secured Party on demand for all reasonable costs and expenses (including without limitation reasonable and documented fees, charges and disbursements of counsel) incurred by each Secured Party in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar Law.

Section 7.04 Subordination and Subrogation. Unless and until the Guaranteed Obligations have been paid in full, all rights of each Guarantor against the Borrower with respect to the Guarantee in Section 7.01 shall be subordinated to such payment in full and each Guarantor agrees not to assert any right of subrogation and any right to enforce any remedy which any Secured Party now has or may hereafter have against the Borrower, any endorser or any other guarantor of all or any part of the Guaranteed Obligations until the Guaranteed Obligations are paid in full, and each Guarantor hereby subordinates any benefit of, and any right to participate in, any security or Collateral given to Collateral Agent on behalf of the Secured Parties to secure payment of the Guaranteed Obligations or any other liability of the Borrower to Lenders until the Guaranteed Obligations are paid in full.

Section 7.05 Remedies. Each Guarantor agrees that, as between such Guarantor and the Secured Parties, the obligations of the Borrower under this Agreement may be declared to be forthwith due and payable as provided in Article VI (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VI, without notice or other action on the part of any Secured Party and regardless of whether payment of such obligations has then been accelerated) for purposes of Section 7.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by such Guarantor for purposes of Section 7.01.

Section 7.06 Continuing Guarantee. The Guarantee in this Article VII is a continuing Guarantee, and shall remain in full force and effect until (i) the termination of all Commitments and final payment in full of the Guaranteed Obligations and all other amounts payable under any other Facility Document (in each case other than the Additional Secured

Obligations and any contingent indemnification obligations or expense reimbursement claims not then due) or (ii) with respect to any Person, if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder (other than upon the basis of such Person ceasing to be a Subsidiary as a result of a transaction with the primary intention to release such Subsidiary from its Guarantee in this Article VII).

Section 7.07 General Limitation on Guaranteed Obligations. In any action or proceeding involving any state corporate Law, or any state or Federal bankruptcy, insolvency, reorganization or other Law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Guarantor or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.08 Contribution by Guarantors. All Guarantors desire to allocate among themselves (collectively, the "Contributing Guarantors"), in a fair and equitable manner, their obligations arising under this Guarantee. Accordingly, in the event any payment or distribution is made on any date by a Guarantor (a "Funding Guarantor") under this Guarantee such that its Aggregate Payments exceeds its Fair Share as of such date, such Funding Guarantor shall be entitled to a contribution from each of the other Contributing Guarantors in an amount sufficient to cause each Contributing Guarantor's Aggregate Payments to equal its Fair Share as of such date. "Fair Share" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Contributing Guarantor to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Contributing Guarantors *multiplied by* (b) the aggregate amount paid or distributed on or before such date by all Funding Guarantors under this Guarantee in respect of the obligations Guaranteed. "Fair Share Contribution Amount" means, with respect to a Contributing Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Contributing Guarantor under this Guarantee that would not render its obligations hereunder or thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the Code or any comparable applicable provisions of state law; provided that solely for purposes of calculating the Fair Share Contribution Amount with respect to any Contributing Guarantor for purposes of this Section 7.08, any assets or liabilities of such Contributing Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Contributing Guarantor. "Aggregate Payments" means, with respect to a Contributing Guarantor as of any date of determination, an amount equal to (1) the aggregate amount of all payments and distributions made on or before such date by such Contributing Guarantor in respect of this Guarantee (including in respect of this Section 7.08), *minus* (2) the aggregate amount of all payments received on or before such date by such Contributing Guarantor from the other Contributing Guarantors as contributions under this Section 7.08. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Funding Guarantor. The allocation among Contributing Guarantors of their obligations as set forth in this Section 7.08 shall not be construed in any way to limit the liability of any Contributing Guarantor hereunder.

Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 7.08.

Section 7.09 Additional Guarantors. If (i) the Borrower or any of its Subsidiaries shall acquire or create, or there shall exist, another Domestic Subsidiary (other than a Receivables Entity or Loan SPV) after the Closing Date or (ii) any Foreign Subsidiary of the Borrower guarantees (or otherwise becomes liable for) Indebtedness of the Borrower or any Guarantor, then the Borrower will cause such Subsidiary to become a Guarantor hereunder and:

(a) execute a Counterpart Agreement substantially in the form of Exhibit E, in accordance with the terms of this Agreement, pursuant to which such Subsidiary shall unconditionally Guarantee, on a senior secured basis, all of the Obligations on the terms set forth in this Agreement;

(b) execute and deliver to the Collateral Agent such amendments or supplements to the Collateral Documents necessary in order to grant to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the Equity Interests of such Subsidiary, subject to Permitted Liens and any Intercreditor Agreement, which are owned by the Borrower or a Guarantor and are required to be pledged pursuant to the Collateral Documents;

(c) take such actions as are necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected security interest in the assets of such Subsidiary, other than Excluded Assets and subject to Permitted Liens and any Intercreditor Agreements, including the filing of UCC financing statements, in each case as may be required by the Collateral Documents;

(d) take such further action and execute and deliver such other documents specified in the Collateral Documents or as otherwise may be reasonably requested by the Collateral Agent to give effect to the foregoing; and

(e) deliver to the Collateral Agent an Opinion of Counsel that (i) such Counterpart Agreement and any other documents required to be delivered have been duly authorized, executed and delivered by such Subsidiary and constitute legal, valid, binding and enforceable obligations of such Subsidiary and (ii) the Collateral Documents to which such Subsidiary is a party create a valid perfected Lien on the Collateral covered thereby.

By execution of this Agreement as a Guarantor, the Borrower covenants and agrees to perform its obligations under this Section 7.09.

Section 7.10 Keepwell. Each Loan Party that is a Qualified ECP Guarantor at the time the Guarantee or the grant of a Lien under the Facility Documents, in each case, by any Specified Loan Party becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Facility Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article VII voidable under applicable law

relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Obligations have been indefeasibly paid and performed in full. Each Loan Party intends this Section 7.10 to constitute, and this Section 7.10 shall be deemed to constitute, a Guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Loan Party for all purposes of the Commodity Exchange Act.

ARTICLE VIII

AGENTS

Section 8.01 Authorization and Authority. Each Lender hereby irrevocably appoints, designates and authorizes Alter Domus (US) LLC as Administrative Agent and as Collateral Agent, in each case, to take such actions on its behalf under the provisions of this Agreement and under each other Facility Document and to exercise such powers and perform such duties as are expressly delegated to such Agent by the terms of this Agreement or any other Facility Document, together with such actions and powers as are reasonably incidental thereto. In furtherance of the foregoing, each Lender (in its capacity as a Lender and on behalf of itself and its Affiliates as potential counterparties to Cash Management Obligations or Secured Hedging Obligations) hereby appoints and authorizes the Collateral Agent to act as the agent of such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor the Collateral Agent shall have any duties or responsibilities, except those expressly set forth herein or in the other Facility Documents, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Facility Document or otherwise exist against the Administrative Agent or the Collateral Agent. The provisions of this Article VIII are solely for the benefit of Agents and Lenders, and no Loan Party shall have rights as a third party beneficiary or otherwise of any of such provisions.

Section 8.02 Agent Individually. Each Lender understands that each Agent, acting in its individual capacity, and its Affiliates are engaged in a wide range of financial services and businesses (including investment management, financing, securities trading, corporate and investment banking and research) (such services and businesses are collectively referred to in this Section 8.02 as "Activities") and may engage in the Activities with or on behalf of the Borrower or its Affiliates. Furthermore, Agents and their respective Affiliates may, in undertaking the Activities, engage in trading in financial products or undertake other investment businesses for its own account or on behalf of others (including the Borrower and its Affiliates and including holding, for its own account or on behalf of others, equity, debt and similar positions in the Borrower or its Affiliates).

Section 8.03 Duties of Agents; Exculpatory Provisions.

(a) An Agent's duties hereunder and under any other Facility Document are solely ministerial and administrative in nature and no Agent shall have any duties or obligations

except those expressly set forth herein or therein. Without limiting the generality of the foregoing, an Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders, provided that an Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent or any of its Affiliates to liability or that is contrary to this Agreement or applicable Law.

(b) No Agent shall be liable (nor shall any Lender or Loan Party have any right of action whatsoever against any Agent) for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances) or (ii) in the absence of its own gross negligence or willful misconduct. No Agent shall be deemed to have knowledge of any Default or Event of Default or the event or events that give or may give rise to any Default or Event of Default unless and until a Loan Party or any Lender shall have given written notice to such Agent describing such Default or Event of Default and such event or events.

(c) No Agent nor any of its Affiliates shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Agreement or any other Facility Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Facility Document or any other agreement, instrument or document or the perfection or priority of any Lien or security interest created or purported to be created hereby or thereby or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to an Agent.

Section 8.04 Reliance by Agent. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent shall be fully justified in failing or refusing to take any action under any Facility Documents unless it shall first receive the advice or concurrence of the Required Lenders and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Facility Document in accordance with a request or consent of the Required Lenders (or such greater

number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties. Notwithstanding the foregoing, no Agent shall be required to take, or to omit to take, any action that is, in the opinion of such Agent or its counsel, contrary to any Facility Document or applicable requirement of law. For purposes of determining compliance with the conditions specified in Sections 3.01 and 3.02, each Lender that has signed this Agreement (or an addendum or joinder to this Agreement) shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date or the date on which a Loan has been requested to be made, as applicable, specifying its objection thereto.

The Agents are not obliged to expend or risk their own funds or otherwise incur any financial liability in the performance of their duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if they have grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to them. The Agents shall not be responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other security documents pertaining to this matter nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other security document pertaining to this matter. In no event shall the Agents be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if such loss or damage was foreseeable or it has been advised of the likelihood of such loss or damage and regardless of the form of action. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Section 8.05 Delegation of Duties. An Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any other Facility Documents by or through any one or more sub-agents appointed by such Agent, and such Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties; *provided* that in each case that no such delegation to a sub-agent or a Related Party shall release such Agent from any of its obligations hereunder. Each such sub-agent and the Related Parties of such Agent and each such sub-agent shall be entitled to the benefits of all provisions of this Article VIII and Section 9.04 (as though such sub-agents were the "Agent" hereunder and under the other Facility Documents) as if set forth in full herein with respect thereto.

Section 8.06 Resignation of Agent. An Agent may at any time give notice of its resignation to the Lenders and the Borrower. The Required Lenders may remove an Agent by giving notice thereof to the Lenders, the Agents and the Borrower. Upon receipt of any such notice of resignation or delivery of such notice of removal, the Required Lenders shall have the right (in consultation with the Borrower) to appoint a successor Agent. If no such successor

Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring or removed Agent gives notice of its resignation or the Required Lenders deliver notice of removal (such 30 day period, the "Lender Appointment Period"), then the retiring or removed Agent may on behalf of Lenders appoint a successor Agent meeting the qualifications set forth above. In addition and without any obligation on the part of the retiring or removed Agent to appoint, on behalf of Lenders, a successor Agent, the retiring or removed Agent may at any time upon or after the end of the Lender Appointment Period notify the Borrower and Lenders that no qualifying Person has accepted appointment as successor Agent and the effective date of such retiring or removed Agent's resignation which effective date shall be no earlier than three (3) Business Days after the date of such notice. Upon the resignation effective date established in such notice and regardless of whether a successor Agent has been appointed and accepted such appointment, the retiring or removed Agent's resignation shall nonetheless become effective and (i) the retiring or removed Agent shall be discharged from its duties and obligations as Agent hereunder and under the other Facility Documents (except in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under the Facility Documents, the retiring or removed Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties as Agent of the retiring or removed Agent, and the retiring or removed Agent shall be discharged from all of its duties and obligations as Agent hereunder and/or under the other Facility Documents. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Agent's resignation hereunder and under the other Facility Documents, the provisions of this Article VIII and Section 9.04 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Agent was acting as Agent.

Section 8.07 Non-Reliance on Agent.

(a) Each Lender (including its Related Parties) acknowledges that each Agent has not made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent to such Lender as to any matter, including whether any Agent has disclosed material information in its possession. Each Lender (including its Related Parties) confirms to each Agent that it (i) possesses (individually or through its Related Parties) such knowledge and experience in financial and business matters that it is capable, without reliance on any Agent or any of its Related Parties, of evaluating the merits and risks (including tax, legal, regulatory, credit, accounting and other financial matters) of (x) entering into this Agreement, (y) making its portion of the Loans and (z) taking or not taking actions hereunder, (ii) is financially able to bear such risks and (iii) has, independently and without reliance upon any Agent or any of its Related Parties and based upon such documents and information as it has deemed appropriate,

determined that entering into this Agreement and making its portion of the Loans is suitable and appropriate for it.

(b) Each Lender acknowledges that (i) it is solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with this Agreement and the other Facility Documents, (ii) it has, independently and without reliance upon any Agent or any of its Related Parties, made its own appraisal and investigation of all risks associated with, and its own credit analysis and decision to enter into, this Agreement based on such documents and information as it has deemed appropriate and (iii) it will, independently and without reliance upon any Agent or any of its Related Parties, continue to be solely responsible for making its own appraisal and investigation of all risks arising under or in connection with, and its own credit analysis and decision to take or not take action under, this Agreement and the other Facility Documents based on such documents and information as it shall from time to time deem appropriate, which may include, in each case:

(i) the financial condition, status and capitalization of the Borrower;

(ii) the legality, validity, effectiveness, adequacy or enforceability of this Agreement and the other Facility Documents and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement;

(iii) determining compliance or non-compliance with any condition hereunder to the making of a Loan and the form and substance of all evidence delivered in connection with establishing the satisfaction of each such condition; and

(iv) the adequacy, accuracy and/or completeness of any other information delivered by any Agent or by any of their respective Related Parties under or in connection with this Agreement, the other Facility Documents, the Transactions contemplated hereby and thereby or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with this Agreement

Section 8.08 Collateral and Guarantee Matters.

(a) Each Lender hereby further authorizes each Agent, as applicable, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Guarantee hereunder, the Collateral Documents and the other Facility Documents. Without further written consent or authorization from Lenders, the Administrative Agent or Collateral Agent, as applicable, shall (and the Lenders hereby authorize and direct the Administrative Agent and Collateral Agent to), at the request and cost of the Borrower, execute any documents or instruments necessary to release (i) any Guarantor from its obligations under the Facility Documents in the circumstances for such release set forth in clauses (i) and (ii) of Section 7.06 and (ii) any Lien encumbering any item of Collateral that either (A) is the subject of a Disposition to a Person other than a Loan Party permitted under the Facility Documents, (B) is or becomes Excluded Assets or (C) is owned by a Person whose obligations under the Facility Documents are released pursuant to clause (i) of this Section 8.08(a); provided, that in each case the Administrative Agent or the Collateral Agent, as

applicable, shall have received a certificate of an Authorized Officer of the Borrower containing such certifications as the Administrative Agent or the Collateral Agent, as applicable, shall reasonably request. Any such release shall be deemed subject to Section 7.03 and any similar provision of any Collateral Document. The Borrower agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or the Collateral Agent (and their respective representatives) in connection with taking such actions to release security interests in Collateral and obligations under the Facility Documents as contemplated by this Section 8.08(a). Additional Secured Obligations shall be secured and guaranteed pursuant to the Collateral Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed. No person shall have any voting rights under any Facility Document solely as a result of the existence of Additional Secured Obligations owed to it. For the avoidance of doubt, no release of Collateral or Guarantors effected in the manner permitted by this Agreement shall require the consent of any holder of Additional Secured Obligations (in such capacity).

(b) The Lenders and the other Secured Parties hereby irrevocably authorize and instruct the Administrative Agent and the Collateral Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any Intercreditor Agreement in order to permit the granting of Liens that are, and that have priority, expressly permitted by the terms of this Agreement. The foregoing provisions are intended as an inducement to any provider of any Indebtedness not prohibited by Section 5.18 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions.

(c) Anything contained in any Facility Document to the contrary notwithstanding, the Borrower, Administrative Agent, Collateral Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee hereunder, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by Administrative Agent, on behalf of a Secured Party in accordance with the terms hereof and all powers, rights and remedies under the Collateral Documents may be exercised solely by Collateral Agent and (ii) in the event of a foreclosure by Collateral Agent on any of the Collateral pursuant to a public or private sale, Collateral Agent or any Secured Party may be the purchaser of any or all of such Collateral at any such sale and Collateral Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any Collateral payable by Collateral Agent at such sale.

Section 8.09 Right to Indemnity. Each Lender, in proportion to its Pro Rata Share, severally agrees to indemnify each Agent upon demand to the extent that such Agent shall not have been reimbursed by any Loan Party (and without limiting its obligation to do so), for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such Agent in

exercising its powers, rights and remedies or performing its duties hereunder or under the other Facility Documents or otherwise in its capacity as such Agent in any way relating to or arising out of this Agreement or the other Facility Documents; *provided* that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided that in no event shall this sentence require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's Pro Rata Share thereof; *provided*, *further*, that this sentence shall not be deemed to require any Lender to indemnify any Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence.

Section 8.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under the Bankruptcy Code or other applicable Law or any other judicial proceeding relative to the Borrower, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise (a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the other Secured Parties (including fees, disbursements and other expenses of counsel) allowed in such judicial proceeding and (b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same. Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and other Secured Party to make such payments to the Administrative Agent. Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or other Secured Party any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or other Secured Party to authorize the Administrative Agent to vote in respect of the claim of such Person or in any such proceeding.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Facility Document, and no consent to any departure by the Borrower or Guarantor therefrom, shall be effective unless in writing signed by the Required Lenders (*provided* that any Defaulting Lender shall be deemed not to be a "Lender" for purposes of calculating the Required Lenders (including the granting of any consents or waivers) with respect to any of the Facility Documents) and the Borrower and the applicable Loan Parties, and each such waiver or consent shall be effective only in the specific instance and for the specific

purpose for which given; *provided* that no amendment, waiver or consent shall, unless in writing and signed by each Lender that would be directly and adversely affected thereby, the Administrative Agent and/or the Collateral Agent, as the case may be, do any of the following: (a) reduce or forgive the principal of, or interest (or the rate of interest) on, or reduce the amount of interest payable in cash in respect of, any Loan or any other amounts payable hereunder, (b) postpone any date fixed for any payment of principal of, or interest on, any Loan or any other amounts payable hereunder or waive any demand for any such payment, (c) increase any Commitment of any Lender over the amount thereof then in effect or extend the outside date for such Commitment, (d) release all or substantially all of the value of the Guarantees hereunder or release all or substantially all of the Collateral, (e) amend the definition of "Required Lenders," or this Section 9.01 or otherwise change the percentage of the Commitments or the aggregate unpaid principal amount of the Loans or the number of Lenders that shall be required for Lenders or any of them to take any action hereunder, (f) amend the definition of "Pro Rata Share" or otherwise alter the pro rata sharing of payments required hereby, or (g) except as set forth in the following proviso, subordinate the Obligations or any Guarantees thereof to any other Indebtedness (including other Obligations) or subordinate the Secured Parties' Liens on the Collateral; *provided*, that only the consent of the Required Lenders shall be required to subordinate the Obligations or the Liens securing the Obligations (i) to Indebtedness for borrowed money the proceeds of which are not used to replace or refinance any of the Obligations or (ii) to "debtor-in-possession" or similar financing incurred in a bankruptcy or other insolvency proceeding.

In addition, (i) no amendment, waiver or consent shall, unless in writing and signed by the relevant Agent in addition to the Lenders required above to take such action, affect the rights or duties of such Agent under this Agreement or any other Facility Document, and (ii) no amendment, waiver or consent shall, unless in writing and signed by Lenders holding a majority of the Exposure arising from the First Out Loans and First Out Commitments, or a majority of the Exposure arising from the Second Out Loans and Second Out Commitments, as applicable, disproportionately and adversely affect the First Out Lenders relative to the Second Out Lenders, or the Second Out Lenders relative to the First Out Lenders, as applicable.

In addition, notwithstanding anything else to the contrary contained in this Section 9.01, (a) if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical nature, in each case, in any provision of the Facility Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision and (b) the Administrative Agent and the Borrower shall be permitted to amend any provision of any Collateral Document to better implement the intentions of this Agreement and the other Facility Documents, and in each case, such amendments shall become effective without any further action or consent of any other party to any Facility Document if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Section 9.02 Notices, Etc.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand

or overnight courier service, mailed by certified or registered mail or sent by electronic mail, to the Borrower and each Agent at the addresses (or electronic mailing address) set forth below. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in such paragraph (b).

<u>If to the Borrower</u>:

CURO Group Holdings Corp.
101 N. Main Street, Suite 600
Greenville, SC 29601
Attention: Legal Department
Electronic Mailing Address: BeccaFox@curo.com; legaldept@curo.com

With a copy (which shall not constitute notice) to:

<u>If to the Administrative Agent or Collateral Agent</u>:

Alter Domus (US) LLC
225 W. Washington, 9th Fl
Chicago, IL 60606
Email: Legal_agency@alterdomus.com; ADPC@alterdomus.com;
Emily.ergangpappas@alterdomus.com
Attention: Nick Keelen

With a copy (which shall not constitute notice) to:

Notices and other communications to any Agent and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by such Agent and the Lenders; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Each Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that, except as otherwise expressly set forth herein, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefore.

(b) Change of Address, Etc. Any party hereto may change its address or electronic mailing address for notices and other communications hereunder by notice to the other parties hereto.

Section 9.03 No Waiver; Remedies. No failure on the part of any Agent or Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder, or under any other Facility Document shall operate as a waiver thereof nor shall the single or partial exercise, of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Lender or Agent to any other or further action in any circumstances without notice or demand.

Section 9.04 Costs, Expenses and Indemnification.

(a) Costs and Expenses. The Borrower agrees to pay and reimburse all reasonable and documented out-of-pocket costs and expenses, if any (including, but not limited to, counsel fees and expenses, consultant fees and due diligence expenses), incurred by (i) each Agent and each of their respective Affiliates and (ii) the Ad Hoc Group (including the fees and expenses of Wachtell, Lipton, Rosen & Katz, counsel to the Ad Hoc Group, and Houlihan Lokey, financial advisor to the Ad Hoc Group) in connection with the preparation, negotiation, execution, delivery, administration, modification and supplementation of this Agreement, the Collateral Documents, the other Facility Documents and Collateral. The Borrower further agrees to pay all reasonable and documented out-of-pocket costs and expenses, if any (including, but not limited to, counsel fees and expenses), incurred by each Agent and Lender and each of their

respective Affiliates in connection the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement, the Collateral Documents, the other Facility Documents and the other documents to be delivered hereunder or in respect of the transactions contemplated hereby, including, but not limited to, counsel fees and expenses in connection with the enforcement of rights under this Section 9.04(a) and under any other Facility Document, but limited, in the case of the Lenders to a single primary counsel (and applicable local counsel) for all of them collectively.

(b) Indemnification by the Borrower. The Borrower shall indemnify each Agent and Lender (including the members of the Ad Hoc Group) and each of their respective Related Parties (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, obligations, penalties, actions, judgments, charges, liabilities and related expenses (including the reasonable and documented fees, charges and disbursements of counsel, which in the absence of any conflicts, may be limited to one counsel and one local counsel in any applicable jurisdiction and additional counsel as necessary due to actual conflicts of interest among such Indemnitees) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any Related Party of the Borrower arising out of, in connection with, or as a result of (i) this Agreement, any other Facility Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the Transactions contemplated hereby or thereby, (ii) the Loans or the use or proposed use of the proceeds therefrom, any claims, investigations, non-compliance, sanction or other actions with respect to such Loan, including any actions by the SEC or any Governmental Authority, (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Related Party of the Borrower, and regardless of whether any Indemnitee is a party thereto, *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (A) are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, or (B) arise from disputes between or among Indemnitees that do not involve an act or omission by the Loan Parties or their Subsidiaries, other than any proceeding against the Administrative Agent, or Collateral.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Loan Parties shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefore is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, or as a result of, this Agreement, any other Facility Document or any agreement or instrument contemplated hereby, the Transactions contemplated hereby or thereby, the Loans or the use of the proceeds thereof. No Indemnitee referred to in clause (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Facility Documents or the Transactions contemplated hereby or thereby.

(d) Payments. All amounts due under this Section 9.04 shall be due and payable within ten (10) days of demand by any Lender or Agent, as applicable, unless provided otherwise above.

Section 9.05 Successors and Assigns; Participations.

(a) Generally. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Lenders. Except as permitted by Section 5.19, no Loan Party's rights or obligations hereunder nor any interest therein may be assigned or delegated by any Loan Party without the prior written consent of all Lenders (and any purported assignment or delegation without such consent shall be null and void).

(b) Register. The Borrower, the Administrative Agent and Lenders shall deem and treat the Persons listed as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof, and no assignment or transfer of any such Commitment or Loan shall be effective, in each case, unless and until recorded in the Register following receipt of a fully executed Assignment Agreement effecting the assignment or transfer thereof, together with the required forms and certificates regarding tax matters and any fees payable in connection with such assignment, in each case, as provided in Section 9.05(d). Each assignment shall be recorded in the Register promptly following receipt by the Administrative Agent of the fully executed Assignment Agreement and all other necessary documents and approvals, prompt notice thereof shall be provided to the Borrower and a copy of such Assignment Agreement shall be maintained, as applicable. The date of such recordation of a transfer shall be referred to herein as the "Assignment Effective Date". Any request, authority or consent of any Person who, at the time of making such request or giving such authority or consent, is listed in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans.

(c) Right to Assign. Each Lender shall have the right at any time to sell, assign or transfer all or a portion of its rights and obligations under this Agreement, including all or a portion of its Commitment or Loans owing to it or other Obligations (*provided*, that pro rata assignments shall not be required and each assignment shall be of a uniform, and not varying, percentage of all rights and obligations under and in respect of any applicable Loan and any related Commitments):

(i) to any Person meeting the criteria of clause (i) of the definition of the term "Eligible Assignee" upon the giving of notice to the Borrower and the Administrative Agent; and

(ii) to any Person meeting the criteria of clause (ii) of the definition of the term "Eligible Assignee" upon such Person being consented to by each of the Borrower (*provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within ten (10) days after having received notice thereof) and the Administrative Agent (such consents not to be (x) unreasonably withheld or delayed or (y) in the case of the Borrower, required at any time an Event of Default has occurred and is continuing); *provided*, *further* that each such assignment

pursuant to this Section 9.05(c)(ii) shall be in an aggregate amount of not less than $1,000,000 (or such lesser amount as may be agreed to by the Borrower and the Administrative Agent or as shall constitute the aggregate amount of the Commitments and Loans of the assigning Lender).

(d) Mechanics. Assignments and assumptions of Loans and Commitments by Lenders shall be effected by manual execution and delivery to the Administrative Agent of an Assignment Agreement. Assignments made pursuant to the foregoing provision shall be effective as of the Assignment Effective Date. In connection with all assignments there shall be delivered to the Administrative Agent such forms, certificates or other evidence, if any, with respect to United States federal income Tax withholding matters as the assignee under such Assignment Agreement may be required to deliver pursuant to Section 2.19(c), together with payment to the Administrative Agent of a registration and processing fee of $3,500 (except that no such registration and processing fee shall be payable in the case of an Eligible Assignee which is already a Lender or is an Affiliate of a Lender or a Person under common management with a Lender). Furthermore, in connection with all assignments (except in the case of an Eligible Assignee which is already a Lender) there shall be delivered to the Administrative Agent a completed Administrative Questionnaire in the form of Exhibit H.

(e) Representations and Warranties of Assignee. Each Lender, upon execution and delivery hereof or upon succeeding to an interest in the Commitments and Loans, as the case may be, represents and warrants as of the Closing Date or as of the Assignment Effective Date that (i) it is an Eligible Assignee; (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Commitments or Loans, as the case may be; and (iii) it shall make or invest in, as the case may be, its Commitments or Loans for its own account in the ordinary course and without a view to distribution of such Commitments or Loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws (it being understood that, subject to the provisions of this Section 9.05, the disposition of such Commitments or Loans or any interests therein shall at all times remain within its exclusive control).

(f) Effect of Assignment. Subject to the terms and conditions of this Section 9.05, as of the “Assignment Effective Date” (i) the assignee thereunder shall have the rights and obligations of a “Lender” hereunder to the extent of its interest in the Loans and Commitments as reflected in the Register and shall thereafter be a party hereto and a “Lender” for all purposes hereof; (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned to the assignee, relinquish its rights (other than any rights which survive the termination hereof, including under Section 9.09) and be released from its obligations hereunder (and, in the case of an assignment covering all or the remaining portion of an assigning Lender’s rights and obligations hereunder, such Lender shall cease to be a party hereto on the Assignment Effective Date; *provided*, that anything contained in any of the Facility Documents to the contrary notwithstanding, such assigning Lender shall continue to be entitled to the benefit of all indemnities hereunder as specified herein with respect to matters arising out of the prior involvement of such assigning Lender as a Lender hereunder); (iii) the Commitments shall be modified to reflect any Commitment of such assignee and any Commitment of such assigning Lender, if any; and (iv) if any such assignment occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender its applicable Notes to the Administrative Agent for

cancellation, and thereupon the Borrower shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply the requirements of this Section 9.05 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.05(g). Any assignment by a Lender pursuant to this Section 9.05 shall not in any way constitute or be deemed to constitute a novation, discharge, rescission, extinguishment or substitution of the Indebtedness hereunder, and any Indebtedness so assigned shall continue to be the same obligation and not a new obligation.

(g) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Eligible Assignee (in such capacity a "Participant") in all or any part of its Commitments, Loans or in any other Obligation.

(ii) The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder except with respect to any amendment, modification or waiver that both (A) requires the consent each Lender that would be directly and adversely affected thereby pursuant to Section 9.01 and (B) directly and adversely affects such Participant.

(iii) The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18 and 2.19 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 9.05; *provided* that (x) a Participant shall not be entitled to receive any greater payment under Sections 2.18 and 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (A) and to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation or (B) the sale of the participation to such Participant is made with the Borrower's prior written consent and (y) a Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.19 unless such Participant agrees to comply with Section 2.19 as though it were a Lender; *provided*, *further*, that, except as specifically set forth in clauses (x) and (y) of this sentence, nothing herein shall require any notice to the Borrower or any other Person in connection with the sale of any participation. To the extent permitted by law, each Participant shall also be entitled to the benefits of Section 9.12 as though it were a Lender; *provided*, that such Participant agrees to be subject to Section 2.16 as though it were a Lender.

(iv) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Facility Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a Participant's interest in any Commitments, Loans, or its other Obligations under any Facility Document) to any Person except to the extent that such disclosure is necessary to

establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(h) Certain Other Assignments and Participations. In addition to any other assignment or participation permitted pursuant to this Section 9.05 any Lender may assign and/or pledge (without the consent of the Borrower or the Administrative Agent) all or any portion of its Loans, the other Obligations owed by or to such Lender, and its Notes, if any, to secure obligations of such Lender including to any Federal Reserve Bank or other central bank as collateral security pursuant to Regulation A of the Board and any operating circular issued by such Federal Reserve Bank or other central bank; *provided*, that no Lender, as between the Borrower and such Lender, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge; *provided, further*, that in no event shall the applicable Federal Reserve Bank or other central bank, pledgee or trustee, be considered to be a "Lender" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

Section 9.06 Governing Law; Submission to Jurisdiction.

(a) Governing Law. This Agreement and each other Facility Document shall be governed by, and construed in accordance with, the Law of the State of New York.

(b) Submission to Jurisdiction. Each Loan Party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any New York court of competent jurisdiction sitting in the County of New York (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this Agreement or any other Facility Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York court or, to the fullest extent permitted by applicable Law, in such Federal court. Each of the parties hereto agrees that a final nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Facility Document shall affect any right that a Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Facility Document against the Borrower or the properties of either such party in the courts of any jurisdiction.

(c) Waiver of Venue. Each Loan Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Facility Document in any court referred to in Section 9.06(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law,

the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FACILITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER FACILITY DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.06(e).

Section 9.07 Severability. In case any provision in this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 9.08 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Article III, this Agreement shall become effective when it shall have been executed by Lenders and when Lenders shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words “execution,” “signed,” “signature,” and words of like import in any assignment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

Section 9.09 Survival. Sections 2.18, 2.19, Article 8, 9.04 and 9.12 shall survive the repayment of the Loans and the termination of the Commitments evidenced hereby. In addition, each representation and warranty made, or deemed to be made herein or pursuant hereto shall survive the making of such representation and warranty, and Lenders shall not be deemed to have waived, by reason of making the Loans, any Default or Event of Default that may arise by reason of such representation or warranty proving to have been false or misleading, notwithstanding that any Lender may have had notice or knowledge or reason to believe that such representation or warranty was false or misleading at the time such extension of credit was made.

Section 9.10 Confidentiality. Each Agent and Lender agrees to maintain the confidentiality of the Confidential Information, except that Confidential Information may be disclosed (a) to each of their respective Affiliates and to their and their respective Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives who need to know such Confidential Information in relation to the transactions contemplated by this Agreement, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by applicable Law or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Facility Document or any action or proceeding relating to this Agreement or any other Facility Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.10, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to any Loan Party and its obligations, (g) with the consent of the Borrower or (h) to the extent such Confidential Information (x) becomes publicly available other than as a result of a breach of this Section 9.10 or (y) becomes available to any Lender or Agent or any of its Affiliates on a non-confidential basis from a source other than the Borrower.

Section 9.11 No Fiduciary Relationship. The Borrower acknowledges that each Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the "Lenders") have no fiduciary relationship with, or fiduciary duty to, the Borrower arising out of or in connection with this Agreement, and the relationship between Lenders and the Borrower is solely that of creditor and debtor. This Agreement does not create a joint venture between the parties. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Facility Document), the Borrower acknowledges and agrees that: (a) the extension of credit and other services regarding this Agreement provided by Lenders are arm's-length commercial transactions between the Borrower, on the one hand, and Lenders, on the other hand, and that the Lenders are not acting in an advisory or agency capacity to any Loan Party, (b) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (c) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Loans and the use of such Loan.

Section 9.12 Right of Set-off. Upon the occurrence of an Event of Default, Lenders and their respective Affiliates (each, a "Set-off Party") are hereby authorized at any time

or from time to time, without presentment, demand, protest or other notice of any kind to the Borrower or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency but other than escrow, payroll, payroll tax and other trust fund tax accounts) and any other Indebtedness at any time held or owing by a Set-off Party (including, but not limited to, by any of their branches and agencies wherever located) to or for the credit or the account of the Borrower or any other Loan Party against and on account of the obligations and liabilities of the Borrower or any other Loan Party to the Set-off Party under this Agreement or under any of the other Facility Documents, including, but not limited to, all claims of any nature or description arising out of or connected with this Agreement or any other Facility Document, irrespective of whether or not the relevant Set-off Party shall have made any demand hereunder and although said obligations, liabilities or claims, or any of them, shall be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such Indebtedness. The rights of each Set-off Party under this Section 9.12 are in addition to other rights and remedies (including other rights of set-off) that Lenders or their respective Affiliates may have. Each Lender agrees to notify the Borrower and Administrative Agent promptly after any such set-off and application; *provided* that the failure to give such notice shall not affect the validity of such set-off and application.

Section 9.13 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to an Agent or a Lender, or a Lender or an Agent exercises its right of set-off, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any debtor relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred.

Section 9.14 Obligations Several. The obligations of Lenders hereunder are several and no Lender shall be responsible for the obligations or Commitment of any other Lender hereunder. Nothing contained herein or in any other Facility Document, and no action taken by Lenders pursuant hereto or thereto, shall be deemed to constitute Lenders as a partnership, an association, a joint venture or any other kind of entity.

Section 9.15 PATRIOT Act. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that shall allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the PATRIOT Act. Each Loan Party shall, promptly following any request by the Administrative Agent, the Collateral Agent or any lender, provide all documentation and other information that the Administrative Agent or such lender requests in order to comply with its ongoing obligations under the applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and Beneficial Ownership Regulation.

Section 9.16 Headings Descriptive. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 9.17 Entire Agreement. This Agreement and the other Facility Documents constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, between the parties hereto relating to the subject matter hereof.

Section 9.18 [Reserved].

Section 9.19 Borrower Acknowledgements. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Credit Documents;

(b) the Facilities provided for hereunder and any related arranging or other services in connection therewith (including in connection with any amendment, waiver or other modification hereof or of any other Facility Document) are an arm's-length commercial transaction between the Borrower and the other Loan Parties, on the one hand, and the Administrative Agent, the Lenders and the other Agents on the other hand, and the Borrower and the other Loan Parties are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated hereby and by the other Facility Documents (including any amendment, waiver or other modification hereof or thereof);

(i) in connection with the process leading to such transaction, each of the Administrative Agent and the other Agents, is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary for the Borrower, any other Loan Parties or any of their respective Affiliates, equity holders, creditors or employees, or any other Person;

(ii) neither the Administrative Agent or other Agent has any obligation to the Borrower, the other Loan Parties or their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Facility Documents;

(iii) the Administrative Agent, each other Agent and each Affiliate of the foregoing may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any other Agent has any obligation to disclose any of such interests by virtue of any advisory, agency or fiduciary relationship; and

(iv) neither the Administrative Agent nor any other Agent has provided and none will provide any legal, accounting, regulatory or tax advice with respect to any of the transactions contemplated hereby (including any amendment, waiver or other modification hereof or of any other Facility Document) and the Borrower has consulted their own legal, accounting, regulatory and tax advisors to the extent it has deemed

appropriate. The Borrower hereby agrees that they will not claim that any Agent owes a fiduciary or similar duty to the Loan Parties in connection with the transactions contemplated hereby and waives and releases, to the fullest extent permitted by law, any claims that it may have against the Administrative Agent or any other Agent with respect to any breach or alleged breach of agency or fiduciary duty; and

(c) no joint venture is created hereby or by the other Facility Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower, on the one hand, and any Lender, on the other hand.

Section 9.20 Lender Acknowledgements. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding, each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(a) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(b) the transaction exemption set forth in one or more PTEs, such as PTE 84¬14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96- 23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(c) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(d) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (a) sub-clause (i) in the immediately preceding clause (d)(1) is true with respect to a Lender or (b) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (d)(1), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Facility Document or any documents related hereto or thereto).

Section 9.21 Acknowledgement and Consent to Bail-In of Affected Financing Institutions. Notwithstanding anything to the contrary in any Facility Document or in any other agreement, arrangement or understanding among any of the parties to any Facility Document, each party hereto any Facility Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Facility Document; or (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any applicable Resolution Authority.

[*Signature pages follow*]

Exhibit C-1

Redline

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Transactions" means the borrowing of Loans by the Borrower under this Agreement contemplated to be funded on the Closing Date, and the payment of fees and expenses, incurred in connection with the foregoing.

"UK Financial Institution" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Lender" has the meaning set forth in Section 2.19(c).

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the Benchmark Replacement Adjustment.

~~"Unrestricted Cash" means, with respect to any Person(s), cash or Cash Equivalents of such Person(s) that would not appear as "restricted" on a consolidated balance sheet of such Person(s).~~

"Voting Stock" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"Weighted Average Life" means, as of any date, with respect to any Indebtedness, the quotient obtained by dividing (1) the sum of the products of the number of years from such date to the dates of each successive scheduled principal payment (including any sinking fund payment

(xvi) (a) Indebtedness Incurred by a Receivables Entity (and Guarantees thereof by the Borrower or any Subsidiary either (1) as in effect on the Closing Date or (2) that constitute Standard Securitization Undertakings) under the Securitization Facilities (as in effect on the Closing Date) and (b) Indebtedness Incurred by a Receivables Entity (and Guarantees thereof by the Borrower or any Subsidiary that constitute Standard Securitization Undertakings) in a Qualified Receivables Transaction (i) under the Securitization Facilities, or (ii) having terms (including as to advance rates, minimum liquidity, restricted cash and pay-down provisions) either substantially consistent with the terms of the Indebtedness described in subclause (iSecuritization Facilities (as in effect on the Closing Date) or otherwise consistent with prevailing market terms as of the date of incurrence; and

(xvii) Indebtedness of Loan SPV consisting of Backstop Notes in an aggregate principal amount not to exceed $[16,789,500•] and the Guarantee thereof by the Borrower; provided that such Guarantee shall be unsecured and contractually subordinated in right of payment to the payment in full of the Obligations of the Borrower.

(c) For purposes of determining compliance with this Section 5.18, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness described in clauses (i) through (xvii) of paragraph (b) above, the Borrower will, in its sole discretion, divide and classify such item of Indebtedness in any manner that complies with this Section 5.18 and will only be required to include the amount and type of such Indebtedness in one of such clauses, and may re-classify any such item of Indebtedness from time to time among such clauses, so long as such item meets the applicable criteria for such category. For the avoidance of doubt, Indebtedness may be classified as Incurred in part pursuant to one of the clauses (i) through (xvii) above, and in part under one or more other clauses. Indebtedness outstanding on the Closing Date under each of the Securitization Facilities shall be treated as Incurred pursuant to clause (xvi) of paragraph (b) above.

(d) For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

(e) The principal amount of any Indebtedness incurred to refinance other Indebtedness, if incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such refinancing.

(f) Accrual of interest and dividends, accretion of accreted value, issuance of securities paid-in-kind, the accretion or amortization of original issue discount, the payment of

Exhibit E

Modified Rejected Executory Contract and Unexpired Lease List[3]

On the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be assumed and assigned to the applicable Reorganized Debtor in accordance with the provisions and requirements of Bankruptcy Code sections 365 and 1123, other than those Executory Contracts and Unexpired Leases that: (1) are identified on **Schedule E(i)** and **E(ii)**, respectively; (2) have been previously rejected by a Final Order; (3) previously expired or terminated pursuant to their respective terms; or (4) are subject of a motion to reject Filed on or before the Effective Date.

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

Inclusion of any Executory Contract and Unexpired Lease on this **Exhibit E** is not intended and shall not be construed as: (a) an admission that any such contract or lease is an executory contract or unexpired lease; (b) an admission of validity or enforceability of any executory contract or unexpired lease or any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law on the basis of such contract or lease; (c) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (d) a promise or requirement to pay any claim; or (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law.

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[3] For the avoidance of doubt, the rejections of the Executory Contracts and Unexpired Leases listed in this **Exhibit E** shall include the rejection of any and all ancillary documents executed in connection with, or as part of, such Executory Contract or Unexpired Lease, including any ancillary document that any counterparty may assert as executory, whether or not such ancillary document is expressly listed herein.

Schedule E(i)

List of Rejected Contracts

No.	Debtor(s)	Contract Description	Contract Counterparty	Counterparty Address	Rejection Date
1	CURO Canada Corp., CURO Group Holdings Corp., LendDirect Corp.	Commitment Letter dated May 26, 2021, as amended on July 29, 2023	Leon's Furniture Limited	45 Gordon MacKay Road Toronto, Ontario M9N 2V6	No later than the Effective Date
2	CURO Canada Corp., LendDirect Corp.	Certain agreements as contained in the unexecuted Program Agreement dated January 23, 2024	Trans Global Insurance Company and Trans Global Life Insurance Company (together, "TGI")	16930 – 114 Avenue Edmonton, Alberta T5M 3S2 Attn: Vice President, Legal and Corporate Secretary	No later than the Effective Date

Schedule E(ii)

List of Rejected Leases[4]

No.	Debtor	Lease Description	Lease Counterparty	Counterparty Address	Lease Site Address	Rejection Date
1	CURO Intermediate Holdings Corp.	Sublease	Café Harold's, LLC. d/b/a Harold's Chicken	8825 South Cottage Grove Avenue, Chicago, IL 60619	1552 W 119th St. Chicago, IL 60643	Petition Date
2	Curo Management, LLC	Sublease	Legacy Health Agency LLC	440 North Wells Street, Suite 750 Chicago, Illinois 60654	200 W. Hubbard St., Suite 700 Chicago, IL 60654	April 30, 2024
3	Curo Management, LLC	Sublease	VidMob, Inc.	440 North Wells Street, Suite 720 Chicago, Illinois 60654	200 W. Hubbard St., Suite 700 Chicago, IL 60654	April 30, 2024

[4] The Debtors purport that the subleases referenced in this **Schedule E(ii)** have been rejected by operation of law upon rejection of the underlying leases pursuant to the *Order (I) Authorizing and Approving (A) the Rejection of Certain Unexpired Leases of Non-Residential Real Property (B) Abandonment of Certain Personal Property and (C) Procedures to Reject Additional Unexpired Leases of Non-Residential Real Property and Abandon any Personal Property Thereon and (II) Granting Related Relief*, entered on April 18, 2024 [Docket No. 220]. However, the Debtors include such subleases in this **Schedule E(ii)** out of an abundance of caution.

Exhibit E-1

Redline

Exhibit E

Modified Rejected Executory Contract and Unexpired ~~Leases~~Lease List[1]

On the Effective Date, except as otherwise provided in the Plan, each Executory Contract and Unexpired Lease will be assumed and assigned to the applicable Reorganized Debtor in accordance with the provisions and requirements of Bankruptcy Code sections 365 and 1123, other than those Executory Contracts and Unexpired Leases that: (1) are identified on **Schedule E(i)** and **E(ii)**, respectively; (2) have been previously rejected by a Final Order; (3) previously expired or terminated pursuant to their respective terms; or (4) are subject of a motion to reject Filed on or before the Effective Date.

Entry of the Combined Order shall constitute a Bankruptcy Court order approving the rejections, if any, of any Executory Contracts or Unexpired Leases as provided for in the Plan or the Rejected Executory Contract and Unexpired Lease List, as applicable. Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Combined Order, if any, must be Filed with the Claims and Noticing Agent at the address specified in any notice of entry of the Combined Order and served on the Reorganized Debtors no later than thirty (30) days after the effective date of such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Claims and Noticing Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan, notwithstanding anything in a Proof of Claim to the contrary.** All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365 shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

Notwithstanding anything to the contrary in the Plan, the Debtors, or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List at any time through and including thirty days after the Effective Date.

Inclusion of any Executory Contract and Unexpired Lease on this **Exhibit E** is not intended and shall not be construed as: (a) an admission that any such contract or lease is an executory contract or unexpired lease; (b) an admission of validity ~~of~~or enforceability of any executory contract or unexpired lease or any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law on the basis of such contract or lease; (c) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (d) a promise or requirement to pay any claim; or (e) a waiver

[1] For the avoidance of doubt, the rejections of the Executory Contracts and Unexpired Leases listed in this **Exhibit E** shall include the rejection of any and all ancillary documents executed in connection with, or as part of, such Executory Contract or Unexpired Lease, including any ancillary document that any counterparty may assert as executory, whether or not such ancillary document is expressly listed herein.

Schedule E(i)

List of Rejected Contracts

No.	Debtor(s)	Contract Description	Contract Counterparty	Counterparty Address	Rejection Date
1	CURO Canada Corp., CURO Group Holdings Corp., LendDirect Corp.	Commitment Letter dated May 26, 2021, as amended on July 29, 2023	Leon's Furniture Limited	45 Gordon MacKay Road Toronto, Ontario M9N 2V6	No later than the Effective Date
2	CURO Canada Corp., LendDirect Corp.	Certain agreements as contained in the unexecuted Program Agreement dated January 23, 2024	Trans Global Insurance Company and Trans Global Life Insurance Company (together, "TGI")	16930 – 114 Avenue Edmonton, Alberta T5M 3S2 Attn: Vice President, Legal and Corporate Secretary	No later than the Effective Date

Schedule E(ii)

List of Rejected Leases[2]

No.	Debtor	Lease Description	Lease Counterparty	Counterparty Address	Lease Site Address	Rejection Date
1	CURO Intermediate Holdings Corp.	Sublease	Café Harold's, LLC. d/b/a Harold's Chicken	8825 South Cottage Grove Avenue, Chicago, IL 60619	1552 W 119th St. Chicago, IL 60643	Petition Date

[2] The Debtors purport that the subleases referenced in this **Schedule E(ii)** have been rejected by operation of law upon rejection of the underlying leases pursuant to the *Order (I) Authorizing and Approving (A) the Rejection of Certain Unexpired Leases of Non-Residential Real Property (B) Abandonment of Certain Personal Property and (C) Procedures to Reject Additional Unexpired Leases of Non-Residential Real Property and Abandon any Personal Property Thereon and (II) Granting Related Relief*, entered on April 18, 2024 [Docket No. 220]. However, the Debtors include such subleases in this **Schedule E(ii)** out of an abundance of caution.

Exhibit G

Modified CVR Agreement

[DRAFT]

CONTINGENT VALUE RIGHT AGREEMENT

BETWEEN

[REORGANIZED CURO]

AND

EQUINITI TRUST COMPANY, LLC

[●], 2024

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Exhibit A Form of CVR Exercise Notice
[Exhibit B Form of Global CVR Certificate]

CONTINGENT VALUE RIGHT AGREEMENT

This Contingent Value Right Agreement (as may be supplemented, amended or amended and restated pursuant to the applicable provisions hereof, this "Agreement"), dated as of [●], 2024, between [Reorganized Curo], a Delaware limited liability company (the "Company")[1], and Equiniti Trust Company, LLC, a New York limited liability trust company (the "CVR Agent"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings set forth in Section 1.

RECITALS

WHEREAS, on March 25, 2024, the Company and certain of its affiliates commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Texas, Houston Division (the "Bankruptcy Court"), and concurrently filed their *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be modified, amended, or supplemented, the "Plan");

WHEREAS, on May [●], 2024, the Bankruptcy Court entered an order confirming the Plan;

WHEREAS, in accordance with the terms and conditions of the Plan, the Company shall issue and deliver contingent value rights ("CVRs") governed by this Agreement that, upon exercise, shall be settled solely for Cash Payments (as defined herein) to the holders of Existing CURO Interests (as defined herein);

WHEREAS, each CVR is a contractual right, providing the registered owner thereof the right to receive contingent cash payments if and to the extent payable pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Company desires to appoint the CVR Agent as its agent with respect to the CVRs pursuant to the terms of this Agreement, and the CVR Agent desires to accept such appointment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Company and the CVR Agent hereto agree as follows:

Section 1. Definitions. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Any references to any federal, state, local or foreign statute or law shall also refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. Unless the context otherwise requires: (a) a term has the meaning assigned to it by this Agreement; (b) forms of the word "include" mean that the inclusion is not limited to the items listed; (c) "or" is disjunctive but not exclusive; (d) words in the singular include the plural, and in the plural include the singular; (e) provisions apply to successive events and transactions; and (f) "hereof", "hereunder", "herein" and "hereto" refer to the entire Agreement and not any

[1] **Note to Draft**: Issuer to be confirmed pending finalization of post-emergence corporate structure and classification of the Company for U.S. federal income tax purposes, which, depending on the post-emergence corporate structure, may also require additional modifications to this Agreement.

section or subsection.

The following terms used in this Agreement shall have the meanings set forth below:

"$" means the currency of the United States.

"Accredited Investor" has the meaning set forth in Rule 501(a) under Regulation D of the Securities Act.

"Affiliate" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of the preceding sentence, "control" of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"Aggregate Implied Exercise Price" means $[●][2] plus the Aggregate Incremental Capitalization (or minus if a negative number), in each case as of the applicable date of determination.

"Aggregate Incremental Capitalization" means, as of any date of determination, the aggregate amount of all net cash proceeds from equity raised by the Company or its successor or ultimate parent entity (including through issuance of any Equity Securities) (a) during the period after the Original Issue Date and before or as of the applicable date of determination and (b) for purposes of funding the Company's or its successor or ultimate parent entity's, or any of their respective Subsidiaries', business operations from and after the Original Issue Date; *provided*, that the Aggregate Incremental Capitalization amount shall be reduced dollar-for-dollar by any dividend paid or distribution made in respect of the Common Units (or other equity interests issued by the Company or its direct or indirect parent or subsidiaries) during the same period, including any special dividends issued in connection with, or as a result of, a Fundamental Change but excluding any dividends or distributions of Common Units or of warrants or other rights entitling holders of Common Units to subscribe for or purchase Common Units.

"Aggregate Market Value" means (a) the Market Price of a Common Unit *multiplied by* (b) the number of all Common Units issued and outstanding, in each case as of the applicable date of determination.

"Applicable Procedures" means, with respect to any transfer or exchange of, any exercise of or payment of, or any notice to any holder of any CVRs evidenced by a Global CVR Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.

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[2] **Note to Draft**: Number equal to (x) the sum of (i) the aggregate amount of the prepetition corporate-level debt of the Company (including principal, prepayment premium, interest, fees and any other amounts payable with respect to the Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes and Prepetition 2L Notes, regardless of whether allowable under the Bankruptcy Code) as of immediately prior to the Effective Date, and (ii) the aggregate amount of the DIP Term Loans and other obligations under the DIP Credit Agreement (including principal, interest, fees and any other amounts payable with respect thereto) as of immediately prior to the Effective Date, *minus* (y) the sum of (i) the outstanding principal amount of Reorganized Curo's corporate-level debt immediately after the Effective Date, and (ii) all amounts paid in cash in respect of the items described in clause (x) on the Effective Date.

"Appropriate Officer" means the Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer, the Chief Legal and Administrative Officer and the Treasurer of the Company, and such additional officers of the Company as may be designated as such by the Board of Directors from time to time.

"beneficial ownership" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person, such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "beneficially own" and "beneficially owned" have a corresponding meaning.

"Board of Directors" means the board of directors (or equivalent governing body) of the Company or its successor or ultimate parent entity, or any duly authorized committee of that board or equivalent governing body.

"Business Day" means any day other than Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for commercial banking business.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Units" means the limited liability company interests of the Company designated as Common Units in the LLC Agreement, or the common equity interests in any successor or ultimate parent entity of the Company.

"Company Order" means a written request or order signed in the name of the Company by an Appropriate Officer and delivered to the CVR Agent.

["Depositary" means DTC and its successors as depositary hereunder.

"DTC" means The Depository Trust Company.][3]

"Equity Securities" means, with respect to an entity, any units or shares of any class of common equity capital of such entity.

"Exchange" means the principal U.S. national or regional securities exchange on which the Common Units are then listed or, if the Common Units are not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Units are then traded.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Date" means any date of the exercise of the CVRs pursuant to Section 6.

[3] **Note to Draft**: Bracketed language relating to inclusion of definitions of DTC and Depositary are dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

"Existing CURO Interests" has the meaning given to it in the Plan.

"Fundamental Change" means any (a) acquisition of ownership, directly or indirectly, beneficially or of record, by any Person of Equity Securities representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Company, other than any transaction, including any consolidation or merger, pursuant to which the holders of the Equity Securities of the Company as of immediately prior to such transaction own Equity Securities representing fifty percent (50%) or more of the aggregate ordinary voting power of the surviving company or parent thereof immediately after such transaction (a "Change of Control Transaction"), (b) sale, lease, transfer or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (by value) to a Person other than the Company or any of its direct or indirect Subsidiaries, or (c) voluntary or involuntary liquidation, dissolution or winding up of the Company. To qualify as a Fundamental Change, a transaction must be either (X) a *bona fide* arms'-length transaction with a Person that is not a Related Party or (Y) a *bona fide* arms'-length transaction with a Related Party; provided that, in the case of this clause (Y), the Company obtains the approval of such transaction from (i) if there are three or more directors on the Board of Directors who are not Affiliates of the applicable Related Party or who were not appointed to the Board of Directors by the applicable Related Party and otherwise are disinterested under applicable law (the "Disinterested Directors"), the majority of the Disinterested Directors or (ii) if there are fewer than three Disinterested Directors, all of the Disinterested Directors. Notwithstanding the foregoing, none of the following shall, in and of itself, constitute a Fundamental Change: (1) any transaction for the purpose of changing the legal form of the Company or any of its Subsidiaries or parent companies, (2) any transaction undertaken in connection with and reasonably relating to the consummation of an IPO, (3) any transaction undertaken primarily in connection with and reasonably relating to intercompany or internal restructuring, (4) any recapitalization, reclassification or conversion of the equity interests of the Company or any of its Subsidiaries or parent companies in which equityholders of the Company receive securities with substantially similar economic and other rights, privileges and preferences (with respect to the surviving entity or ultimate parent entity thereof) as those possessed by the equity interests of the Company held by such equityholder (with respect to the Company), and in the same *pro rata* proportion as the relative number of equity interests held by such equityholders in the Company, in each case immediately prior to the consummation of such transaction, or (5) any other transactions similar to the foregoing, or for similar, complementary or related purposes, which in each case are not in the nature of a third-party merger or acquisition.

["Global CVR Certificate" means a certificate for CVRs in global form, deposited with or on behalf of and registered in the name of the Depositary or its nominee, that has the "Schedule of Decreases of CVRs" attached thereto, substantially in the form attached as Exhibit B.]

"Governmental Entity" means United States or non-United States national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body.

"Holder" means a Person in whose name a CVR is registered in the CVR Register.

"IPO" means an underwritten public offering of Equity Securities of the Company (or a successor or ultimate parent entity) that results in such common Equity Securities of the Company

or such successor or ultimate parent entity being listed on a Principal Exchange that results in no less than $50 million of proceeds.

"LLC Agreement" means the Limited Liability Company Agreement of the Company, effective as of the Effective Date (as defined in the Plan), as amended from time to time.

"Market Price" means (a) if the Common Units are listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, the volume-weighted average price of such Common Units as reported in composite transactions for United States exchanges and quotation systems for the twenty (20) consecutive Trading Days immediately preceding the applicable date of determination, as displayed under the heading "Bloomberg VWAP" on the applicable Bloomberg page (or if Bloomberg is no longer reporting such price information, such other service reporting similar information as shall be selected by the Company) for such Common Units in respect of the period from the scheduled open of trading twenty (20) Trading Days prior to the applicable date of determination until the scheduled close of trading of the primary trading session on the Trading Day immediately preceding the applicable date of determination (unless the Common Units have been listed on a Principal Exchange for less than twenty (20) Trading Days prior to the applicable date of determination, in which case the Market Price shall be the volume-weighted average price of a Common Unit for however many Trading Days the Common Units have been listed prior to the applicable date of determination); (b) if the Common Units are not listed on a Principal Exchange on the Trading Day immediately preceding the applicable date of determination, but are listed on any other Exchange, the volume-weighted average price of such Common Units on such Exchange for the twenty (20) consecutive Trading Days immediately preceding the applicable date of determination, as reported by such Exchange, or, if not so reported, a service reporting such information as shall be selected by the Company (unless the Common Units have been listed on such Exchange for less than twenty (20) Trading Days prior to the applicable date of determination, in which case the Market Price shall be the volume-weighted average price of a Common Unit for however many Trading Days the Common Units have been listed prior to the applicable date of determination); or (c) in the case of Common Units not covered by clauses (a) and (b) above, the Market Price of such Common Units shall be determined by (i) the Board of Directors, in its reasonable good faith judgment, or (ii) if the applicable Holder shall have a good faith objection to the Market Price so determined by the Board of Directors and notifies the Board of Directors of such objection within twenty (20) Business Days of receiving the Board of Directors' determination of the Market Price in the Market Price Notice (as defined herein), then by a nationally recognized valuation firm selected by the Board of Directors (the "Valuation Bank"), using one or more valuation methods that the Valuation Bank in its best professional judgment determines to be most appropriate; provided that in the event of a determination of Market Price at a time that the Company is party to a definitive agreement for a Change of Control Transaction or a private sale transaction as described in Section 6(b)(ii), the Market Price shall be equal to the total amount of consideration to be received in respect of a Common Unit in such Change of Control Transaction or private sale transaction described in Section 6(b)(ii), it being agreed, in the case of any non-cash consideration, that (x) to the extent such non-cash consideration consists of Equity Securities that are listed on a Principal Exchange or any other Exchange, the amount of such consideration shall be determined in accordance with clauses (a) and (b) above, which shall be applied to such securities *mutatis mutandis* as if they were Common Units, and (y) with respect to any other non-cash consideration, the amount of such

consideration shall be the fair market value thereof, as determined by the Board of Directors in its reasonable good faith judgment.

"Original Issue Date" means the Effective Date (as defined in the Plan).

"outstanding" when used with respect to any CVRs, means, as of the time of determination, all CVRs theretofore originally issued under this Agreement except (a) CVRs that have been exercised pursuant to Section 6, (b) CVRs that have expired, terminated or become void or canceled pursuant to this Agreement and (c) CVRs that have otherwise been acquired by the Company.

"Permitted Transfer" means: (a) the Transfer (upon the death of the Holder) by will or intestacy; (b) a Transfer by instrument to an *inter vivos* or testamentary trust in which the CVRs are to be passed to beneficiaries upon the death of the grantor or the trustee, as applicable; (c) Transfers to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, (d) Transfers to any beneficiaries of the Holder, including immediate family members or to any custodian or trustee of any trust, partnership, or limited liability company for the direct or indirect benefit of the Holder or the immediate family of the Holder, (e) Transfers to any family member of the Holder, or any entity all of the interests of which are held directly or indirectly for the benefit of any one or more family members of the Holder, in connection with the Holder's estate or tax planning, retirement or similar arrangements, (f) Transfers made pursuant to a court order of a court of competent jurisdiction in connection with divorce, bankruptcy or liquidation; or (g) a Transfer made by operation of law (including a consolidation or merger) or in connection with the dissolution, liquidation or termination of any corporation, limited liability company, partnership or other entity, in each such case made in compliance with applicable securities laws. A "Permitted Transferee" means any transferee in a Permitted Transfer.

"Person" means any natural person, corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, trust, estate, Governmental Entity or other entity or organization.

"Plan Effective Date" means the Effective Date (as defined in the Plan).

"Principal Exchange" means each of the following Exchanges: The New York Stock Exchange, NYSE American, The NASDAQ Global Market and The NASDAQ Global Select Market (or any of their respective successors).

"Pro Rata Percentage" means, with respect to a Holder, the percentage equal to (a) the total number of CVRs held by such Holder as of the applicable date of determination, *divided by* (b) the number of Initial CVRs.

"Related Party" means (a) any director, officer or Affiliate of the Company or any of its Subsidiaries, and (b) each equityholder of the Company with a Governance Percentage Interest (as such term is defined in the LLC Agreement as of the date of this Agreement) in excess of 5% at the time of the relevant determination (calculated on an aggregate basis together with any other equityholders that are Affiliates of the relevant equityholder, and any of its or their related funds, investment vehicles and managed accounts), and each of their Affiliates and portfolio companies.

"Required CVR Holders" means Holders [(or beneficial holders in the case of CVRs evidenced by a Global CVR Certificate)] holding a majority of the then-outstanding CVRs and/or the interests therein.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means, with respect to any Person, any corporation, partnership, firm, joint venture, limited liability company, unincorporated organization, or other entity or organization, whether incorporated or unincorporated, (a) of which such first Person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions, (b) of which such first Person is a general partner or managing member or (c) that is otherwise controlled by such first Person.

"Trading Day" means a day on which trading in the Common Units (or other applicable security) generally occurs on the principal exchange or market on which the Common Units (or other applicable security) are then listed or traded.

"Transfer" means any transfer, sale, assignment, pledge, hypothecation or other disposition, whether direct or indirect and whether voluntary or involuntary, or any agreement to transfer, sell, assign, pledge, hypothecate or otherwise dispose, including any such transfer, sale, assignment, pledge, hypothecation, disposition by operation of law or otherwise to an heir, successor or assign. The term "Transferred" shall have a correlative meaning.

Section 2. Issuance of CVRs; Appointment of CVR Agent.

(a) The CVRs represent the contractual rights of Holders to receive Cash Payments if and to the extent payable pursuant to the terms of this Agreement. On the terms and subject to the conditions of this Agreement and in accordance with the terms of the Plan, on the Original Issue Date the Company shall issue and cause to be delivered to holders of Existing CURO Interests [the CVRs in global form registered in the name of Cede & Co., as nominee for DTC, by causing DTC (subject to Section 2(b)) to credit the account or accounts in which such holders held their respective Existing CURO Interests immediately prior the Plan Effective Time,][4] the aggregate number of CVRs to be issued hereunder, *pro rata* based on the number of Existing CURO Interests held by each such holder immediately prior to the Plan Effective Time.

(b) [Prior to the Original Issue Date or as soon as reasonably practicable thereafter, the Company, to the extent possible, shall (i) cause the CVRs to be declared eligible for clearance and settlement through DTC and (ii) cause DTC to credit the CVRs to the account or accounts in which the holders of Existing CURO Interests held their respective Existing CURO Interests in accordance with Section 2(a).]

[4] **Note to Draft**: Bracketed language relating to the CVRs being held through DTC is dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

(c) The Company hereby appoints the CVR Agent to act as agent for the Company with respect to the CVRs in accordance with the express terms and on the conditions set forth in this Agreement, and the CVR Agent hereby accepts such appointment.

(d) The maximum aggregate number of CVRs that may be outstanding under this Agreement is limited to the number of CVRs that are issued hereunder in accordance with Section 2(a), which number is [●] and which CVRs were outstanding as of the Original Issue Date (the "Initial CVRs"). The number of outstanding CVRs at any given time may be less than the number of Initial CVRs, if reduced in accordance with Section 7. From and after the Original Issue Date, the Company shall not be permitted to issue any additional CVRs under this Agreement.

(e) The CVRs shall entitle each Holder thereof, upon proper exercise, to receive from the Company an amount in cash equal to (i) such Holder's Pro Rata Percentage as of the Exercise Date, *multiplied by* (ii) (A) 7.5%, *multiplied by* (B) the difference calculated as (x) the Aggregate Market Value as of the Exercise Date *less* (y) the Aggregate Implied Exercise Price as of the Exercise Date (such cash amount, the "Cash Payment"). For the avoidance of doubt, if the foregoing calculation of the Cash Payment to be made results in zero or a negative number, then no Cash Payment shall be due.

Section 3. No Certificate; Register; Delivery of Book-Entry CVRs.

(a) The CVRs shall not be certificated[other than in the form of a Global CVR Certificate registered in the name of the Depositary or its nominee]. [The CVRs shall be issued by book-entry registration ("Book-Entry CVRs"), registered in the names of the Holders of such CVRs.] The CVR Agent shall keep a register (the "CVR Register") for the registration of CVRs in a book-entry position for each Holder. The CVR Register shall set forth the name and address of each Holder and the number of CVRs held by such Holder. The CVR Register will be updated as necessary by the CVR Agent to reflect the removal of Holders (including in accordance with Section 7), and upon receipt of such information with respect to any new Holder by the CVR Agent. The parties hereto and their Affiliates or representatives may receive and inspect a copy of the CVR Register, from time to time, upon request made to the CVR Agent.

(b) [Upon written order of the Company, the CVR Agent shall register in the CVR Register the Book-Entry CVRs.]

Section 4. [Global CVR Certificates.

(a) So long as a Global CVR Certificate is registered in the name of the Depositary or its nominee, members of, or participants in, the Depositary ("Agent Members") shall have no rights under this Agreement with respect to the CVRs evidenced by such Global CVR Certificate held on their behalf by the Depositary or its custodian, and the Depositary may be treated by the Company, the CVR Agent and any agent of the Company or the CVR Agent as the absolute owner of such CVRs, and as the sole Holder of such Global CVR Certificate, for all purposes. Accordingly, any such Agent Member's beneficial interest in such CVRs will be shown only on records maintained by the Depositary or its nominee or its Agent Members, and neither the Company nor the CVR Agent shall have any responsibility or liability with respect to such records maintained by the Depositary or its nominee or its Agent Members. Notwithstanding the

foregoing, nothing herein shall prevent the Company, the CVR Agent or any agent of the Company or the CVR Agent from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(b) Any holder of a beneficial interest in CVRs evidenced by a Global CVR Certificate registered in the name of the Depositary or its nominee shall, by acceptance of such beneficial interest, agree that ownership of a beneficial interest in CVRs evidenced by a Global CVR Certificate shall be reflected solely in book-entry form through a book-entry system maintained by the Depositary as the Holder of such Global CVR Certificate (or its agent).

(c) Transfers of a Global CVR Certificate registered in the name of the Depositary or its nominee shall be limited to transfers in whole, and not in part, to the Depositary, its successors, and their respective nominees.

(d) The holder of a Global CVR Certificate registered in the name of the Depositary or its nominee may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder of a CVR is entitled to take under this Agreement or such Global CVR Certificate.

(e) Each Global CVR Certificate will evidence such of the outstanding CVRs as will be specified therein and each shall provide that it evidences the aggregate number of outstanding CVRs from time to time endorsed thereon and that the aggregate number of outstanding CVRs evidenced thereby may from time to time be reduced, to reflect exercises, expirations or cancellations. Any endorsement of a Global CVR Certificate to reflect the amount of any decrease in the aggregate number of outstanding CVRs evidenced thereby will be made by the CVR Agent in accordance with Section 7.

(f) At such time as all CVRs evidenced by a particular Global CVR Certificate have been exercised, terminated, become void or expired in whole and not in part, such Global CVR Certificate shall, if not in custody of the CVR Agent, be surrendered to or retained by the CVR Agent for cancellation.

(g) The Company initially appoints DTC to act as Depositary with respect to any Global CVR Certificates.]

Section 5. Transferability; Change of Address.

(a) The CVRs shall not be Transferred other than [(a) the Transfer of the Global CVR Certificate in accordance with Section 4(c) and (b)] in a Permitted Transfer to a Permitted Transferee in compliance with applicable securities laws and the procedural requirements of this Agreement, including Section 5(b). Any final determination regarding whether a proposed transferee is a Permitted Transferee shall be made by the Company, in its discretion, pursuant to Section 5(b). Any attempted Transfer of CVRs, in whole or in part, in violation of this Section 5(a) shall be void *ab initio* and of no effect. The CVRs will not be listed on any quotation system or traded on any securities exchange. It is the intention of the parties that the CVRs not be, or deemed to be, securities as defined in the Securities Act and applicable U.S. securities laws and regulations.

(b) Subject to the restrictions on transferability set forth in Section 5(a), every request made to Transfer a CVR to a Permitted Transferee must be made in writing to the Company and the CVR Agent and set forth in reasonable detail the circumstances related to the proposed Transfer, and such request must be accompanied by a written instrument or instruments of transfer and any other requested information or documentation in a form reasonably satisfactory to the Company and the CVR Agent, duly and validly executed by the registered Holder or Holders thereof or by the duly appointed legal representative thereof or by a duly authorized attorney. Upon receipt of such a written Transfer request, the Company shall, subject to its reasonable determination that the Transfer instrument is in proper form and the Transfer otherwise complies with the other terms and conditions of this Agreement (including the provisions of Section 5(a)), instruct the CVR Agent in writing to register the Transfer of the CVRs in the CVR Register. All duly Transferred CVRs registered in the CVR Register shall be the valid obligations of the Company, evidencing the same rights and entitling the transferee to the same benefits and rights under this Agreement as those held immediately prior to the Transfer by the transferor. No Transfer of a CVR shall be valid until registered in the CVR Register, and any Transfer not duly registered in the CVR Register will be void *ab initio* (unless the Transfer was permissible hereunder and such failure to be duly registered is attributable to the fault of the CVR Agent to be established by clear and convincing evidence). Any Transfer of the CVRs shall be without charge to the Holder; provided that the Company and the CVR Agent may require (i) evidence of payment of a sum sufficient to cover any stamp, documentary, registration, or other tax or governmental charge that is imposed in connection with such Transfer or the registration of such Transfer (or evidence that such taxes and charges are not applicable), or (ii) that the transferor establish to the reasonable satisfaction of the CVR Agent that such taxes have been paid. The CVR Agent shall have no obligation to pay any such taxes or charges and the CVR Agent shall have no duty or obligation to take any action under any section of this Agreement that requires the payment by a Holder of such taxes or charges unless and until the CVR Agent is satisfied that all such taxes or charges have been paid. Additionally, the fees and costs related to any legal opinion requested under this Section 5(b) shall be the responsibility of the Holder.

(c) A Holder may make a written request to the CVR Agent to change such Holder's address of record in the CVR Register. The written request must be duly and validly executed by the Holder. Upon receipt of such written notice, the CVR Agent shall promptly record the change of address in the CVR Register.

Section 6. Duration and Exercise of CVRs.

(a) Subject to the terms of this Agreement, including Section 8 hereof, each Holder shall be entitled to exercise the CVRs held by such Holder on any Business Day from and after the Original Issue Date until 5:00 p.m., New York City time, on the tenth (10th) anniversary of the Original Issue Date or, if not a Business Day, then the next Business Day thereafter (the "Expiration Date"). At 5:01 p.m., New York City time, on the Expiration Date (or immediately prior to such earlier time as the CVRs may be canceled pursuant to Section 8 in connection with a Fundamental Change), any CVRs in respect of which no CVR Exercise Notice has been received ("Unexercised CVRs") shall be deemed to be automatically exercised by the applicable Holders for the purposes of this Agreement (without the requirements of Section 6(b) and Section 6(c) below being completed), it being understood, for the avoidance of doubt, that the Cash Payment

due upon such exercise shall be calculated pursuant to Section 2(e) and there is no certainty that a Cash Payment will be due.

(b) Subject to the terms of this Agreement, the CVRs may only be exercised as follows:

(i) at any time following the consummation of an IPO; and

(ii) for twenty (20) Business Days following the receipt of notice pursuant to Section 9(c) of the consummation of any private sale by the Company of Common Units or other Equity Securities of the Company or its Subsidiaries or direct or indirect parent for aggregate cash consideration of not less than $50,000,000.

(c) In order to validly exercise the CVRs, a Holder must provide a written notice of such Holder's election ("CVR Exercise Notice") to exercise the CVRs held by such Holder to the Company and the CVR Agent in accordance with the notice information set forth in Section 15 by no later than 5:00 p.m., New York City time, on the earlier of (i) the Expiration Date and (ii) if the CVRs are being exercised pursuant to Section 6(b)(ii), the last day of the 20 Business Day period referred to in Section 6(b)(ii), which CVR Exercise Notice shall be substantially in the form set forth in Exhibit A hereto, properly completed and duly executed by the Holder (such Holder who provides a valid CVR Exercise Notice, an "Exercising Holder").

(d) Any exercise of CVRs pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms; provided that if upon such exercise, the Market Price is determined pursuant to clause (c) of the definition thereof, the Holder may withdraw its CVR Exercise Notice no later than twenty (20) Business Days after receiving the Market Price Notice.

(e) The CVR Agent shall:

(i) examine all CVR Exercise Notices and all other documents delivered to it by or on behalf of the Holders as contemplated hereunder to ascertain whether or not, on their face, such CVR Exercise Notices and any such other documents have been executed and completed in accordance with their terms and the terms and conditions hereof;

(ii) where a CVR Exercise Notice or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the CVRs exists, (A) inform the appropriate parties (including the Person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled; and (B) inform the Company of and cooperate with and assist the Company in resolving any discrepancies between CVR Exercise Notices received and delivery of CVRs to the CVR Agent's account; and

(iii) advise the Company no later than three (3) Business Days after receipt of a CVR Exercise Notice, of (A) the receipt of such CVR Exercise Notice and the number of CVRs exercised in accordance with the terms and conditions of this Agreement and (B) such other information as the Company shall reasonably require.

(f) All questions as to the validity, form and sufficiency (including time of receipt) of a CVR Exercise Notice will be determined by the Company in good faith and its reasonable discretion. The CVR Agent shall incur no liability for or in respect of such determination by the Company. The Company reserves the right (acting in good faith and using its reasonable discretion) to reject any and all CVR Exercise Notices not in proper form in any material respect. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of CVRs or defects in CVR Exercise Notices with regard to any particular exercise of CVRs.

(g) As soon as practicable after the final determination of any Cash Payment due to an Exercising Holder as set forth herein, (i) the Company shall deposit an amount in cash equal to (A) the Cash Payment due to such Exercising Holder *plus* (B) the aggregate sum of any Cash Payments due to other Exercising Holders with respect to whom final determinations of Cash Payments due are made at substantially the same time, with the CVR Agent on behalf of all such Exercising Holders (such amount, together, the "Aggregate Cash Payments"), and (ii) the CVR Agent shall transfer to each Exercising Holder from the Aggregate Cash Payments an amount equal to the Cash Payment due to such Exercising Holder by check mailed to the address of such Exercising Holder as reflected in the CVR Register, or, if an Exercising Holder has provided the CVR Agent with wire transfer instructions meeting the CVR Agent's requirements prior to the date on which the Company deposits the Aggregate Cash Payments with the CVR Agent, by wire transfer of immediately available funds to such account(s) specified in such wire transfer instructions, in each case within five (5) Business Days of receipt by the CVR Agent of the Aggregate Cash Payments from the Company (the date on which the applicable Cash Payment is made to an Exercising Holder by the CVR Agent, the "CVR Payment Date")[; provided that any Cash Payments to be made to holders of beneficial interests in CVRs evidenced by a Global CVR Certificate shall be made to such beneficial holders in accordance with the Applicable Procedures].

(h) The Company and the CVR Agent will be entitled to deduct and withhold, or cause to be deducted or withheld, from the Cash Payments or any other amount payable pursuant to this Agreement, such amount as the Company or the CVR Agent is required to deduct and withhold with respect to the making of any such payment under the Code, or any provision of state, local or non-U.S. tax law. The Holders will deliver to the Company or the CVR Agent, as applicable, at the time or times reasonably requested by the Company or the CVR Agent, as applicable, such properly completed and executed documentation reasonably requested by the Company or the CVR Agent, as applicable, as will permit the Company or the CVR Agent to determine the appropriate amount of withholding. To the extent that amounts so deducted or withheld are paid over to or deposited with the relevant Governmental Entity, deducted or withheld amounts will be treated for all purposes of this Agreement as having been paid to a Holder in respect of which such deduction and withholding was made.

(i) If the Company requests in writing to the CVR Agent, any funds comprising the Aggregate Cash Payments deposited by the Company with the CVR Agent under Section 6(g) that remain undistributed to an Exercising Holder twelve (12) months after the applicable CVR Payment Date shall be delivered to the Company by the CVR Agent and the applicable Exercising Holder who has not theretofore received payment in respect of its applicable CVRs shall thereafter look only to the Company for payment of such amounts, subject to any applicable escheatment laws in effect from time to time. Upon delivery of such funds to the Company, the escheatment

obligations of the CVR Agent with respect to such funds shall terminate. Notwithstanding any other provisions of this Agreement, any portion of the funds provided by or on behalf of the Company to the CVR Agent that remains unclaimed thirty-six (36) months after termination of this Agreement in accordance with Section 19 (or such earlier date immediately prior to such time as such amounts would otherwise escheat to, or become property of, any Governmental Entity) shall, to the extent permitted by law, become the property of the Company, free and clear of any claims or interest of any Person previously entitled thereto, subject to any applicable escheatment laws in effect from time.

(j) All funds received by the CVR Agent under this Agreement that are to be distributed or applied by the CVR Agent in the performance of services hereunder (the "Funds") shall be held by the CVR Agent as agent for the Company and deposited in one or more bank accounts to be maintained by the CVR Agent in its name as agent for the Company, and such funds shall be free of any claims by the Company other than reversionary rights and as set forth in Section 6(i), and separate from any potential bankruptcy estate of the Company. Until paid pursuant to the terms of this Agreement, the CVR Agent will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The CVR Agent shall have no liability for any diminution of the Funds that may result from any deposit made by the CVR Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party, except as a result of the CVR Agent's willful misconduct, fraud, bad faith or gross negligence (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything to the contrary herein, the Company shall be responsible for providing the CVR Agent with sufficient funds to satisfy its payment obligations to Holders.

Section 7. Cancellation of CVRs. If (a) an Exercising Holder exercises the CVRs held by it (and does not validly withdraw its CVR Exercise Notice pursuant to Section 6(d)) or (b) any CVRs are abandoned in accordance with Section 11, such exercised or abandoned CVRs, as applicable, shall thereupon be canceled, and the CVR Agent shall amend the CVR Register accordingly to reflect the cancellation of such CVRs. [In the case of the cancellation of CVRs evidenced by a Global CVR Certificate, the CVR Agent shall cause the custodian of DTC to endorse the "Schedule of Decreases of CVRs" attached to such Global CVR Certificate to reflect the CVRs being canceled.]

Section 8. Fundamental Changes. In the event that the Company shall, at any time or from time to time after the Original Issue Date while the CVRs remain outstanding and unexpired in whole or in part, consummate a Fundamental Change, any Unexercised CVRs shall be deemed to be automatically exercised by the applicable Holders as set forth in Section 6(a) and each CVR shall be automatically canceled effective upon the date of consummation of such Fundamental Change (after which such CVR shall be void and may no longer be exercised) for no consideration other than as set forth in Section 6(a) (and for the avoidance of doubt no new CVRs shall be issued).

Section 9. Required Notices to Holders.

(a) If the Company enters into a definitive agreement in connection with, or the Board resolves to approve the Company's entry into or undertaking of, a Fundamental Change, the Company shall give written notice (a "Company Fundamental Change Notice") to the CVR Agent as soon as reasonably practicable but not less than ten (10) Business Days prior to the effective date of such Fundamental Change (or the applicable record date for such Fundamental Change if earlier), and the CVR Agent shall provide written notice (a "Holder Fundamental Change Notice") to the Holders of such Fundamental Change (and the record date for such Fundamental Change, if applicable), within three (3) Business Days after receipt of such notice from the Company. Each of the Company Fundamental Change Notice and the Holder Fundamental Change Notice shall specify the proposed effective date of the Fundamental Change and the record date (if applicable) and the material terms of such Fundamental Change.

(b) The Company shall calculate the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder as set forth in Section 2(e), within ten (10) Business Days of receiving the applicable CVR Exercise Notice(s), unless the Market Price is determined pursuant to clause (c) of the definition thereof or clause (y) of the last proviso thereof, in which case the Company shall calculate the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder, within twenty (20) Business Days of receiving the applicable CVR Exercise Notice(s). The Company shall deliver a written notice to the CVR Agent setting forth the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to each Exercising Holder (the "Market Price Notice") no later than five (5) Business Days after it has calculated such amounts, and the CVR Agent shall, on behalf the Company, provide notice to each Exercising Holder of the Market Price, the Aggregate Market Value, the Aggregate Implied Exercise Price and the corresponding Cash Payment (if any) due to such Exercising Holder, each as calculated by the Company, within three (3) Business Days after the CVR Agent's receipt of the Market Price Notice from the Company. For the avoidance of doubt, if the Market Price is determined pursuant to clause (c) of the definition thereof, then the final determination of the Market Price with respect to an Exercising Holder, and the corresponding Cash Payment (if any) due to such Exercising Holder, shall be subject to the procedures set forth in clause (c)(ii) of the definition of Market Price.

(c) If the Company consummates a private sale of Common Units or other Equity Securities of the Company for aggregate cash consideration of not less than $50,000,000, the Company shall promptly give notice of such private sale to the CVR Agent, and the CVR Agent shall promptly provide written notice to the Holders of such private sale after receipt of such written notice from the Company.

(d) The failure to give the notice required by Section 9(a) or Section 9(c) or any defect therein shall not affect the legality or validity of any action, sale, dissolution, liquidation or winding up of the Company; provided that the Holders maintain all legal rights and remedies under this Agreement with respect to any action required to be taken by the Company under this Agreement in connection with, or as a result of, a Fundamental Change.

Section 10. Information Rights. Each Holder, by virtue of being a Holder listed in the CVR Register, shall be entitled to the same information rights of the Members (as defined in the

LLC Agreement) that are set forth in Section 11.4 of the LLC Agreement as of the date of this Agreement, subject to the same obligations of Members that are set forth in Section 11.17 of the LLC Agreement in respect of any information received pursuant to such information rights, as if each reference therein to one or more "Members" were deemed instead a reference to one or more "Holders." For the avoidance of doubt, the rights and obligations of Holders under this Section 10 shall not be modified or changed as a result of any amendments or modifications of Sections 11.4 or 11.17 of the LLC Agreement effected from time to time after the date of this Agreement in accordance with the terms of the LLC Agreement; provided that, to the extent that any such amendment or modification changes the section number where any information rights or confidentiality obligations of Members of the type set forth in Section 11.4 and Section 11.17, respectively, are set forth in the LLC Agreement, the cross-references to Sections 11.4 and 11.17 of the LLC Agreement in the first sentence of this Section 10 shall be deemed to include (or will be replaced with, as applicable) cross-references to each such changed section number from and after such amendment or modification.

Section 11. Abandonment of CVRs. A Holder of CVRs may at any time, at such Holder's option, abandon all of such Holder's remaining rights in the CVRs by delivering to the CVR Agent a notice of abandonment relinquishing such CVRs to the Company without consideration therefor, in which case such CVRs shall be deemed canceled and no longer outstanding, and the CVR Agent shall amend the CVR Register in accordance with Section 7 and notify the Company in writing of such abandonment.

Section 12. [RESERVED]

Section 13. CVR Agent.

(a) *Rights and Duties of the CVR Agent.*

(i) The Company hereby appoints the CVR Agent to act as agent of the Company as set forth in this Agreement. The CVR Agent hereby accepts the appointment as agent of the Company and agrees to perform that agency upon the express terms and conditions (and no implied terms or conditions) set forth in this Agreement, by all of which the Company and the Holders, by their acceptance thereof, shall be bound. The CVR Agent shall act solely as agent of the Company hereunder and does not assume any obligation or relationship of agency or trust for or with any of the Holders or any beneficial owners of CVRs or any other Person.

(ii) The CVR Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or be required to verify the same, and all such statements and recitals are and shall be deemed to have been made by the Company only.

(iii) The CVR Agent shall not have any duty or responsibility in the case of the receipt of any written demand from any Holder with respect to any action or default by the Company, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or to make any demand upon the Company.

(iv) The CVR Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorney or agents, and the CVR Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof.

(v) The CVR Agent may rely on and shall be held harmless and protected and shall incur no liability for or in respect of any action taken, suffered or omitted to be taken by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in reliance upon any certificate, statement, instrument, opinion, notice, letter, facsimile transmission, telegram or other document, and believed by it to be genuine and to have been made or signed by the proper party or parties, or upon any written or oral instructions or statements from the Company with respect to any matter relating to its acting as CVR Agent hereunder.

(vi) The CVR Agent shall not be obligated to expend or risk its own funds or to take any action that it believes would expose or subject it to expense or liability or to a risk of incurring expense or liability, unless it has been furnished with assurances of repayment or indemnity satisfactory to it.

(vii) The CVR Agent shall act hereunder solely as agent for the Company, and its duties shall be determined solely by the express provisions hereof (and no duties or obligations shall be inferred or implied). The CVR Agent shall not assume any obligations or relationship of agency or trust with any of the owners or holders of the CVRs.

(viii) The CVR Agent may rely on and be fully authorized and protected in acting or failing to act upon any law, act, regulation or any interpretation of the same even though such law, act, or regulation may thereafter have been altered, changed, amended or repealed.

(ix) In the event the CVR Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the CVR Agent hereunder, the CVR Agent shall, as soon as practicable, provide notice of such ambiguity or uncertainty to the Company, and the CVR Agent may, in its sole discretion, refrain from taking any action, and shall be fully protected and shall not be liable in any way to Company, the holder of any CVR or any other person or entity for refraining from taking such action, unless the CVR Agent receives written instructions signed by the Company which eliminates such ambiguity or uncertainty to the satisfaction of CVR Agent.

(x) Whenever in the performance of its duties under this Agreement, the CVR Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or

matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by an Appropriate Officer of the Company and delivered to the CVR Agent. The CVR Agent may rely upon such statement, and will be held harmless for such reliance, and shall not be held liable in connection with any delay in receiving such statement.

(xi) The CVR Agent shall have no responsibility to the Company or any Holders of CVRs for interest or earnings on any moneys held by the CVR Agent pursuant to this Agreement.

(xii) The CVR Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder, including any event or condition that may require action by the CVR Agent, unless the CVR Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the CVR Agent must, in order to be effective, be received by the CVR Agent as specified Section 15 hereof, and in the absence of such notice so delivered, the CVR Agent may conclusively assume no such event or condition exists.

(b) *Limitation of Liability.*

(i) The CVR Agent shall be liable hereunder only for its own gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction). Notwithstanding anything contained herein to the contrary, the CVR Agent's aggregate liability during any term of this Agreement with respect to, arising from, or arising in connection with this Agreement, or from all services provided or omitted to be provided under this Agreement, whether in contract, or in tort, or otherwise, is limited to, and shall not exceed, the amounts paid hereunder by the Company to CVR Agent as fees and charges, but not including reimbursable expenses, during the twelve (12) months immediately preceding the event for which recovery from CVR Agent is being sought. Neither party to this Agreement shall be liable to the other party for any consequential, indirect, special or incidental damages under any provisions of this Agreement or for any consequential, indirect, punitive, special or incidental damages arising out of any act or failure to act hereunder even if that party has been advised of or has foreseen the possibility of such damages.

(ii) The CVR Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity of any CVR. The CVR Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement.

(c) *Indemnification.*

(i) The Company covenants and agrees to indemnify and to hold the CVR Agent harmless against any costs, expenses (including reasonable and documented fees of its legal counsel), losses or damages, which may be paid, incurred or suffered by or to which it may become subject, arising from or out of, directly or indirectly, any claims

or liability resulting from its actions as CVR Agent pursuant hereto; provided that such covenant and agreement does not extend to, and the CVR Agent shall not be indemnified with respect to, such costs, expenses, losses and damages incurred or suffered by the CVR Agent as a result of, or arising out of, its gross negligence, bad faith or willful misconduct (which gross negligence, bad faith or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction). The reasonable and documented out-of-pocket costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

(ii) From time to time, the Company may provide the CVR Agent with instructions, by Company Order or otherwise, concerning the services performed by the CVR Agent hereunder. In addition, at any time the CVR Agent may apply to any officer of the Company for instruction with respect to any matter arising in connection with the services to be performed by the CVR Agent under this Agreement. The CVR Agent and its agents and subcontractors shall not be liable and shall be indemnified by Company for any action taken, suffered or omitted to be taken by CVR Agent in reliance upon any Company instructions.

(d) *Right to Consult Counsel*. The CVR Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company) with respect to any matter arising in connection with the services to be performed by the CVR Agent under this Agreement, and the CVR Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by it absent gross negligence, willful misconduct, fraud or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in accordance with the opinion or advice of such legal counsel.

(e) *Compensation and Reimbursement*. The Company agrees to pay to the CVR Agent reasonable compensation for all services rendered by it hereunder, as set forth on a fee schedule mutually agreed upon on or prior to the date hereof and, from time to time, on demand of the CVR Agent, to reimburse the CVR Agent for all of its reasonable and documented out-of-pocket expenses and legal counsel fees and other disbursements incurred in the preparation, delivery, negotiation, amendment, administration and execution of this Agreement and the exercise and performance of its duties hereunder.

(f) *CVR Agent May Act in Any Other Capacity*. Nothing herein shall preclude the CVR Agent from acting in any other capacity for the Company or for any other legal entity.

(g) *Resignation and Removal; Appointment of Successor*.

(i) The CVR Agent may resign its duties and be discharged from all further duties and liability hereunder (except liability arising as a result of the CVR Agent's own gross negligence or willful misconduct as determined by a final, non-appealable judgment of a court of competent jurisdiction) after giving thirty (30) days' prior written notice to the Company. The Company may remove the CVR Agent upon thirty (30) days' written notice, and the CVR Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as aforesaid. The CVR Agent shall, at the expense of the Company, cause notice to be given in accordance with Section 15(a) to the

Company of said notice of resignation. Upon such resignation or removal, the Company shall appoint in writing a new CVR Agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning CVR Agent or after such removal, then the Holder of any CVR may apply to any court of competent jurisdiction for the appointment of a new CVR Agent. The new CVR Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as the CVR Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be reasonably necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the reasonable expense of the Company and shall be legally and validly executed and delivered by the resigning or removed CVR Agent. Not later than the effective date of any such appointment, (i) the Company shall file notice thereof with the resigning or removed CVR Agent, (ii) the resigning or removed CVR Agent shall deliver all of the relevant books and records to the successor CVR Agent and (iii) the resigning or removed CVR Agent shall deliver any funds held in connection with this Agreement to any such successor CVR Agent. Failure to give any notice provided for in this Section 13(g)(i), however, or any defect therein, shall not affect the legality or validity of the resignation of the CVR Agent or the appointment of a new CVR Agent as the case may be.

(ii) Any Person into which the CVR Agent or any new CVR Agent may be merged, or any Person resulting from any consolidation to which the CVR Agent or any new CVR Agent shall be a party, shall be a successor CVR Agent under this Agreement without any further act. Any such successor CVR Agent shall promptly cause notice of its succession as CVR Agent to be given in accordance with Section 15(b) to each Holder at such Holder's last address as shown on the CVR Register.

Section 14. Holder Not Deemed a Shareholder. Nothing contained in this Agreement or in any of the CVRs shall be construed as conferring upon the Holders the right to vote, to receive distributions or dividends or to consent or to receive notice as equityholders in respect of the meetings of equityholders or for the election of directors of the Company or any other matter, or any rights whatsoever as equityholders of the Company. The CVRs do not represent any equity or ownership interest in the Company or any of its Affiliates.

Section 15. Notices.

(a) Any request, notice, direction, authorization, consent, waiver, demand or other communication permitted or authorized by this Agreement to be made upon, given or furnished to or filed with the Company or the CVR Agent by the other party hereto or by any Holder shall be sufficient for every purpose hereunder if in writing (including telecopy or electronic communication) and telecopied, sent via electronic means, trackable or first-class mail or delivered by hand (including by courier service) as follows:

if to the Company, to:

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601

Attention: Chief Legal Officer
Email: [●]

if to the CVR Agent, to:

Equiniti Trust Company, LLC
48 Wall Street, 22nd Floor
New York, NY 10005
Email: ReorgWarrants@equiniti.com

or, in either case, such other address as shall have been set forth in a notice delivered in accordance with this Section 15(a).

All such communications shall be effective when sent.

(b) Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if (i) in writing and mailed, by trackable or first-class mail, to each Holder affected by such event, at the address of such Holder as it appears in the CVR Register or (ii) sent by electronic means. Without limiting any of the rights or immunities of the CVR Agent under this Agreement, where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. [For the avoidance of doubt, any notice required to be given to holders of beneficial interests in CVRs evidenced by a Global CVR Certificate shall be required to be given only to DTC. Where this Agreement provides for notice of any event to a holders of beneficial interests in CVRs evidenced by Global CVR Certificate, such notice shall be sufficiently given if given to the Depositary (or its designee), pursuant to its Applicable Procedures, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. All communications made to DTC shall be deemed effective five (5) business days after being sent.]

Section 16. Supplements and Amendments.

(a) This Agreement may be amended by the Company and the CVR Agent with the consent of the Required CVR Holders.

(b) Notwithstanding the foregoing, the Company and the CVR Agent may, without the consent or concurrence of the Holders, by supplemental agreement or otherwise, amend this Agreement for the purpose of making any changes or corrections in this Agreement that (i) are required to cure any ambiguity or to correct or supplement any defective or inconsistent provision or clerical omission or mistake or manifest error herein contained or (ii) add to the covenants and agreements of the Company in this Agreement thereafter to be observed, or surrender any rights or powers reserved to or conferred upon the Company in this Agreement; provided, however, that in each case of this subsection (b) such amendment shall not adversely affect, alter or change the rights or interests of the Holders hereunder in any material respect or shorten the notice period for any notice required to be provided by the Company or the CVR Agent to the Holders hereunder or shorten the time period provided to Holders to respond to any such notice.

(c) The consent of each Holder of any CVR affected thereby shall be required for any supplement or amendment to this Agreement that would (i) increase the Aggregate Implied Exercise Price or decrease the Aggregate Market Value or (ii) change the Expiration Date to an earlier date. Any supplement or amendment that by its terms is disproportionally and materially adverse to any single Holder or group of Holders (the "Impacted Holders") as compared to all other Holders shall require the consent of such individual Impacted Holder or Impacted Holders holding in excess of 50% of the total number of CVRs held by all Impacted Holders.

(d) The CVR Agent shall join with the Company in the execution and delivery of any such amendment; provided that, as a condition precedent to the CVR Agent's execution of any amendment to this Agreement, the Company shall deliver to the CVR Agent a certificate from an Appropriate Officer that states that the proposed amendment is in compliance with the terms of this Section 16. Notwithstanding anything in this Agreement to the contrary, the CVR Agent shall not be required to execute any amendment to this Agreement that it has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement and no amendment to this Agreement shall be effective unless duly executed by the CVR Agent. Upon execution and delivery of any amendment pursuant to this Section 16, such amendment shall be considered a part of this Agreement for all purposes and every Holder or holder of an interest in a CVR theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

(e) Promptly after the execution by the Company and the CVR Agent of any such amendment, the Company shall give notice to the Holders, setting forth in general terms the substance of such amendment, in accordance with the provisions of Section 15(b). Any failure of the Company to mail such notice or any defect therein shall not, however, in any way impair or affect the validity of any such amendment.

Section 17. Waivers. Subject to the requirements of Section 16(c), the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Required CVR Holders and the prior written consent of the CVR Agent.

Section 18. Successors. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the Company, the CVR Agent and the Holders and their respective successors and permitted assigns.

Section 19. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 20. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument. A signature to this Agreement transmitted electronically shall have the same authority, effect and enforceability as an original signature.

Section 21. Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof; provided that, if any provision of this Agreement, as applied to any party or to any circumstance, is adjudged by a court or other Governmental Entity

not to be enforceable in accordance with its terms, the parties agree that the court or other Governmental Entity making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced; provided, further, that, if such excluded provision shall affect the rights, immunities, liabilities, duties or obligations of the CVR Agent, the CVR Agent shall be entitled to resign immediately upon written notice to the Company.

Section 22. Benefits of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company, the CVR Agent and the Holders from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company, the CVR Agent and the Holders any rights or remedies under or by reason of this Agreement or any part hereof, and all covenants, conditions, stipulations, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and of the Holders. Each Holder or holder of an interest in a CVR, by acceptance of a CVR or of such interest in a CVR, agrees to all of the terms and provisions of this Agreement applicable thereto.

Section 23. Applicable Law; Jurisdiction; Waiver of Service and Venue; Waiver of Jury Trial. THIS AGREEMENT, EACH CVR ISSUED HEREUNDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CONSENT AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT OR ANY DISPUTE, WHETHER SUCH DISPUTE ARISES IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY NEW YORK STATE COURT SITTING IN NEW YORK CITY. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CONSENT AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (II) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE IN THE MANNER HEREIN PROVIDED. EACH OF THE

COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, INVOLVING OR OTHERWISE IN RESPECT OF THIS AGREEMENT OR SUCH HOLDER'S OWNERSHIP OF CVRS. EACH OF THE COMPANY, EACH HOLDER AND EACH HOLDER OF AN INTEREST IN A CVR (BY RECEIPT OF A CVR OR AN INTEREST IN A CVR) AND THE CVR AGENT CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER SUCH PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ANY OTHER SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND ACKNOWLEDGES THAT EACH OTHER SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto as to the subject matter hereof and supersedes all previous agreements among all or some of the parties hereto with respect thereto, whether written, oral or otherwise.

Section 25. Force Majeure. Notwithstanding anything to the contrary contained herein, the CVR Agent will not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, epidemics, pandemics, government orders, shortage of supply, disruptions in public utilities, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest; provided that the CVR Agent shall (a) use its commercially reasonable efforts to end or mitigate the effects of any such occurrence on its performance and (b) resume the performance of its obligations as soon as reasonably practicable after the end of such occurrence.

Section 26. Further Assurances. The Company shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the CVR Agent for the carrying out or performing by the Company of the provisions of this Agreement.

Section 27. Confidentiality. The CVR Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including *inter alia*, personal, nonpublic Holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services set forth in the attached schedule shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by law, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). However, each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law.

Section 28. Termination. This Agreement shall terminate at 5:02 p.m., New York City time, on the Expiration Date. Notwithstanding the foregoing, this Agreement will terminate on

such earlier date on which all CVRs have been exercised or deemed exercised in accordance with Sections 6 and 8 hereof. Termination of this Agreement shall not relieve the Company or, if applicable, the CVR Agent, of any of its obligations arising prior to the date of such termination or in connection with the settlement of any CVR exercised prior to 5:00 p.m., New York City time, on the Expiration Date. The provisions of Sections 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f), Section 22, Section 23 and this Section 28 shall survive such termination and the resignation or removal of the CVR Agent.

[The next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

[REORGANIZED CURO]

By: ______________________________
Name:
Title:

EQUINITI TRUST COMPANY, LLC,
as CVR Agent

By: ______________________________
Name:
Title:

EXHIBIT A

FORM OF CVR EXERCISE NOTICE
(To be executed by the holder hereof)

[Date]

[Reorganized Curo]
101 N. Main Street, Suite 600
Greenville, SC 29601

Reference is hereby made to that certain CVR Agreement by and between [Reorganized Curo], a Delaware [limited liability company] (the "Company"), and Equiniti Trust Company, LLC, as agent with respect to the CVRs (the "CVR Agent"), dated [●], 2024 (the "CVR Agreement"). All capitalized terms used but not defined in this CVR Exercise Notice shall have the meanings ascribed thereto in the CVR Agreement.

Pursuant to Section 6(c) of the CVR Agreement, the undersigned holder of one or more CVRs ("Holder") hereby notifies the Company that it irrevocably elects to exercise [●] CVRs in exchange for the applicable Cash Payment as provided in the CVR Agreement (subject to the Holder's right to withdraw this CVR Exercise Notice pursuant to Section 6(d) of the CVR Agreement (if applicable) no later than twenty (20) Business Days after receiving the Market Price Notice and the other terms and conditions of the CVR Agreement).

The CVR Agent shall endorse the "Schedule of Decreases in CVRs" attached hereto to reflect the CVRs being exercised.

[*Remainder of page intentionally left blank*]

Dated: ______________________________

By: __________________________

Signature: _____________________

Address: ______________________

EXHIBIT B[5]

FORM OF GLOBAL CVR CERTIFICATE

THIS CERTIFICATE IS A GLOBAL CVR CERTIFICATE WITHIN THE MEANING OF THE CONTINGENT VALUE RIGHT AGREEMENT (THE "CVR AGREEMENT") HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF. THIS CERTIFICATE IS NOT EXCHANGEABLE FOR CONTINGENT VALUE RIGHTS ("CVRS") REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT, AND NO TRANSFER OF THIS CERTIFICATE (OTHER THAN A TRANSFER OF THIS CERTIFICATE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR CVRS IN DIRECT REGISTRATION FORM, THIS GLOBAL CVR CERTIFICATE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS GLOBAL CVR CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO [REORGANIZED CURO] (THE "COMPANY") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

[5] **Note to Draft**: To include if CVRs are DTC eligible.

[REORGANIZED CURO]

No.__

[__,__,___] Contingent Value Rights
CUSIP No. [●]

THIS CERTIFIES THAT, for value received, [______________________], or registered assigns (the "Holder"), is the registered holder of the number of Contingent Value Rights ("CVRs") set forth above. Each CVR entitles the Holder, subject to the provisions contained herein and in the CVR Agreement referred to on the reverse hereof, to cash payments from [Reorganized Curo], a Delaware limited liability company (the "Company"), in an amount determined pursuant to the provisions set forth on the reverse hereof and as more fully described in the CVR Agreement referred to on the reverse hereof. Such payments shall be made by the Company in accordance with the terms of the CVR Agreement.

Payment of any amounts pursuant to this Global CVR Certificate shall be made only to the Holder (as defined in the CVR Agreement) of this Global CVR Certificate. Such payment shall be made at the office or agency maintained by the Company for such purpose; provided, however, that the Company may pay such amounts by wire transfer or check payable in such money as specified under the terms of the CVR Agreement. Equiniti Trust Company, LLC has been initially appointed as the CVR Agent.

Reference is hereby made to the further provisions of this Global CVR Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless this Global CVR Certificate has been countersigned by the CVR Agent by manual, facsimile or electronic signature of an authorized officer on behalf of the CVR Agent, this Global CVR Certificate shall not be valid for any purpose and no CVR evidenced hereby shall be exercisable.

IN WITNESS WHEREOF, the Company has caused this certificate to be duly executed.

Dated: [________ __], 20[__]

[Reorganized Curo]

[SEAL]

By: ______________________________
[Title]

ATTEST:

Countersigned:

Equiniti Trust Company, LLC, as CVR Agent

By: ______________________________
Authorized Agent

Reverse of Global CVR Certificate

[REORGANIZED CURO]

GLOBAL CVR CERTIFICATE

This Global CVR Certificate is issued under and in accordance with the Contingent Value Right Agreement, dated as of [●], 2024 (the "CVR Agreement"), between the Company and Equiniti Trust Company, LLC, as agent (the "Agent," which term includes any successor CVR Agent under the CVR Agreement), and is subject to the terms and provisions contained in the CVR Agreement, to all of which terms and provisions the Holder of this Global CVR Certificate consents by acceptance hereof. The CVR Agreement and all amendments thereto is hereby incorporated herein by reference and made a part hereof. Reference is hereby made to the CVR Agreement for a full statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the CVR Agent and the Holders. All capitalized terms used in this Global CVR Certificate without definition shall have the respective meanings ascribed to them in the CVR Agreement. Copies of the CVR Agreement can be obtained by contacting the CVR Agent.

Contingent payments pursuant to CVRs shall be made, to the extent payable, in cash to the Holders pursuant to their valid exercise of the CVRs in accordance with and pursuant to Section 6 of the CVR Agreement.

In the event of any conflict between this Global CVR Certificate and the CVR Agreement, the CVR Agreement shall govern and prevail.

The CVR Agreement permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders under the CVR Agreement by the Company and the CVR Agent with the consent of the Required CVR Holders.

No reference herein to the CVR Agreement and no provision of this Global CVR Certificate or of the CVR Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay any Cash Payments determined to be due and payable to Holders pursuant to the terms hereof and of the CVR Agreement at the times, place and amount, and in the manner, prescribed herein and in the CVR Agreement.

As provided in the CVR Agreement and subject to certain limitations therein set forth, the transfer of the CVRs represented by this Global CVR Certificate is registrable on the CVR Register, upon surrender of this Global CVR Certificate for registration of transfer at the office or agency of the Company maintained for such purpose duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the CVR Agent, duly executed by the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Global CVR Certificates or Book-Entry CVRs, for the same amount of CVRs, will be issued to the designated transferee or transferees. The Company hereby initially designates the office of Equiniti Trust Company, LLC as the office for registration of transfer of this Global CVR Certificate.

No service charge will be made for any registration of transfer of CVRs, but the Company and the CVR Agent may require payment of a sum sufficient to cover any documentary, stamp or

similar issue or transfer taxes or other governmental charges imposed in connection with any registration of transfer.

This Global CVR Certificate, each CVR evidenced thereby and the CVR Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SCHEDULE A

SCHEDULE OF DECREASES IN CVRS

The following decreases in the number of CVRs evidenced by this Global CVR Certificate have been made:

Date	Amount of decrease in number of CVRs evidenced by this Global CVR Certificate	Number of CVRs evidenced by this Global CVR Certificate following such decrease	Signature of authorized signatory

Exhibit G-1

Redline

the entire Agreement and not any section or subsection.

The following terms used in this Agreement shall have the meanings set forth below:

"$" means the currency of the United States.

"Accredited Investor" has the meaning set forth in Rule 501(a) under Regulation D of the Securities Act.

"Affiliate" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with such specified Person. For purposes of the preceding sentence, "control" of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"Aggregate Implied Exercise Price" means $[●][2] plus (b) the Aggregate Incremental Capitalization (or minus if a negative number), in each case as of the applicable date of determination.

"Aggregate Incremental Capitalization" means, as of any date of determination, the aggregate amount of all net cash proceeds from equity raised by the Company or its successor or ultimate parent entity (including through issuance of any Equity Securities) (a) during the period after the Original Issue Date and before or as of the applicable date of determination and (b) for purposes of funding the Company's or its successor or ultimate parent entity's, or any of their respective Subsidiaries', business operations from and after the Original Issue Date[; *provided*, that the Aggregate Incremental Capitalization amount shall be reduced dollar-for-dollar by any dividend paid or distribution made in respect of the Common Units (or other equity interests issued by the Company or its direct or indirect parent or subsidiaries) during the same period, including any special dividends issued in connection with, or as a result of, a Fundamental Change].[3] but excluding any dividends or distributions of Common Units or of warrants or other rights entitling holders of Common Units to subscribe for or purchase Common Units.

"Aggregate Market Value" means (a) the Market Price of a Common Unit *multiplied by* (b) the number of all Common Units issued and outstanding, in each case as of the applicable date of determination.

"Applicable Procedures" means, with respect to any transfer or exchange of, any exercise of or payment of, or any notice to any holder of any CVRs evidenced by a Global CVR

[2] **Note to Draft**: Number equal to (x) the sum of (i) the aggregate amount of the prepetition corporate-level debt of the Company (including principal, prepayment premium, interest, fees and any other amounts payable with respect to the Prepetition 1L Term Loan Claims, Prepetition 1.5L Notes and Prepetition 2L Notes, regardless of whether allowable under the Bankruptcy Code) as of immediately prior to the Effective Date, and (ii) the aggregate amount of the DIP Term Loans and other obligations under the DIP Credit Agreement (including principal, interest, fees and any other amounts payable with respect thereto) as of immediately prior to the Effective Date, *minus* (y) the sum of (i) the outstanding principal amount of Reorganized Curo's corporate-level debt immediately after the Effective Date, and (ii) all amounts paid in cash in respect of the items described in clause (x) on the Effective Date.

[3] **Note to Draft**: Subject to further discussion.

Certificate, the rules and procedures of the Depositary that apply to such transfer, exchange or exercise.

"Appropriate Officer" means the Chief Executive Officer, the Chief Financial Officer, the Chief Accounting Officer, the Chief Legal and Administrative Officer and the Treasurer of the Company, and such additional officers of the Company as may be designated as such by the Board of Directors from time to time.

"beneficial ownership" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular person, such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "beneficially own" and "beneficially owned" have a corresponding meaning.

"Board of Directors" means the board of directors (or equivalent governing body) of the Company or its successor or ultimate parent entity, or any duly authorized committee of that board or equivalent governing body.

"Business Day" means any day other than Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for commercial banking business.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Units" means the limited liability company interests of the Company designated as Common Units in the LLC Agreement, or the common equity interests in any successor or ultimate parent entity of the Company.

"Company Order" means a written request or order signed in the name of the Company by an Appropriate Officer and delivered to the CVR Agent.

["Depositary" means DTC and its successors as depositary hereunder.

"DTC" means The Depository Trust Company.][43]

"Equity Securities" means, with respect to an entity, any units or shares of any class of common equity capital of such entity.

"Exchange" means the principal U.S. national or regional securities exchange on which the Common Units are then listed or, if the Common Units are not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Units are then traded.

[43] **Note to Draft**: Bracketed language relating to inclusion of definitions of DTC and Depositary are dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Date" means any date of the exercise of the CVRs pursuant to Section 6.

"Existing CURO Interests" has the meaning given to it in the Plan.

"Fundamental Change" means any (a) acquisition of ownership, directly or indirectly, beneficially or of record, by any Person of Equity Securities representing more than fifty percent (50%) of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of the Company, other than any transaction, including any consolidation or merger, pursuant to which the holders of the Equity Securities of the Company as of immediately prior to such transaction own Equity Securities representing fifty percent (50%) or more of the aggregate ordinary voting power of the surviving company or parent thereof immediately after such transaction (a "Change of Control Transaction"), (b) sale, lease, transfer or other disposition of all or substantially all of the assets of the Company and its Subsidiaries (by value) to a Person other than the Company or any of its direct or indirect Subsidiaries, or (c) voluntary or involuntary liquidation, dissolution or winding up of the Company. To qualify as a Fundamental Change, a transaction must be either (X) a *bona fide* arms'-length transaction with a Person that is not a Related Party or (Y) a *bona fide* arms'-length transaction with a Related Party; provided that, in the case of this clause (Y), the Company obtains the approval of such transaction from ~~a majority of the disinterested~~(i) if there are three or more directors on the Board of Directors who are not Affiliates of the applicable Related Party or who were not appointed to the Board of Directors by the applicable Related Party and otherwise are disinterested under applicable law (the "Disinterested Directors"), the majority of the Disinterested Directors or (ii) if there are fewer than three Disinterested Directors, all of the Disinterested Directors. Notwithstanding the foregoing, none of the following shall, in and of itself, constitute a Fundamental Change: (1) any transaction for the purpose of changing the legal form of the Company or any of its Subsidiaries or parent companies, (2) any transaction undertaken in connection with and reasonably relating to the consummation of an IPO, (3) any transaction undertaken primarily in connection with and reasonably relating to intercompany or internal restructuring, (4) any recapitalization, reclassification or conversion of the equity interests of the Company or any of its Subsidiaries or parent companies in which equityholders of the Company receive securities with substantially similar economic and other rights, privileges and preferences (with respect to the surviving entity or ultimate parent entity thereof) as those possessed by the equity interests of the Company held by such equityholder (with respect to the Company), and in the same *pro rata* proportion as the relative number of equity interests held by such equityholders in the Company, in each case immediately prior to the consummation of such transaction, or (5) any other transactions similar to the foregoing, or for similar, complementary or related purposes, which in each case are not in the nature of a third-party merger or acquisition.

["Global CVR Certificate" means a certificate for CVRs in global form, deposited with or on behalf of and registered in the name of the Depositary or its nominee, that has the "Schedule of Decreases of CVRs" attached thereto, substantially in the form attached as Exhibit B.]

Time,][54] the aggregate number of CVRs to be issued hereunder, *pro rata* based on the number of Existing CURO Interests held by each such holder immediately prior to the Plan Effective Time.

(b) [Prior to the Original Issue Date or as soon as reasonably practicable thereafter, the Company, to the extent possible, shall (i) cause the CVRs to be declared eligible for clearance and settlement through DTC and (ii) cause DTC to credit the CVRs to the account or accounts in which the holders of Existing CURO Interests held their respective Existing CURO Interests in accordance with Section 2(a).]

(c) The Company hereby appoints the CVR Agent to act as agent for the Company with respect to the CVRs in accordance with the express terms and on the conditions set forth in this Agreement, and the CVR Agent hereby accepts such appointment.

(d) The maximum aggregate number of CVRs that may be outstanding under this Agreement is limited to the number of CVRs that are issued hereunder in accordance with Section 2(a), which number is [●] and which CVRs were outstanding as of the Original Issue Date (the "Initial CVRs"). The number of outstanding CVRs at any given time may be less than the number of Initial CVRs, if reduced in accordance with Section 7. From and after the Original Issue Date, the Company shall not be permitted to issue any additional CVRs under this Agreement.

(e) The CVRs shall entitle each Holder thereof, upon proper exercise, to receive from the Company an amount in cash equal to (i) such Holder's Pro Rata Percentage as of the Exercise Date, *multiplied by* (ii) (A) 7.5%, *multiplied by* (B) the difference calculated as (x) the Aggregate Market Value as of the Exercise Date *less* (y) the Aggregate Implied Exercise Price as of the Exercise Date (such cash amount, the "Cash Payment"). For the avoidance of doubt, if the foregoing calculation of the Cash Payment to be made results in zero or a negative number, then no Cash Payment shall be due.

Section 3. No Certificate; Register; Delivery of Book-Entry CVRs.

(a) The CVRs shall not be certificated[other than in the form of a Global CVR Certificate registered in the name of the Depositary or its nominee]. [The CVRs shall be issued by book-entry registration ("Book-Entry CVRs"), registered in the names of the Holders of such CVRs.] The CVR Agent shall keep a register (the "CVR Register") for the registration of CVRs in a book-entry position for each Holder. The CVR Register shall set forth the name and address of each Holder and the number of CVRs held by such Holder. The CVR Register will be updated as necessary by the CVR Agent to reflect the removal of Holders (including in accordance with Section 7), and upon receipt of such information with respect to any new Holder by the CVR Agent. The parties hereto and their Affiliates or representatives may receive and inspect a copy of the CVR Register, from time to time, upon request made to the CVR Agent.

[54] **Note to Draft**: Bracketed language relating to the CVRs being held through DTC is dependent upon receiving DTC approval following the confirmation of the Plan and prior to the Original Issue Date.

EXHIBIT B[65]

FORM OF GLOBAL CVR CERTIFICATE

THIS CERTIFICATE IS A GLOBAL CVR CERTIFICATE WITHIN THE MEANING OF THE CONTINGENT VALUE RIGHT AGREEMENT (THE "CVR AGREEMENT") HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF. THIS CERTIFICATE IS NOT EXCHANGEABLE FOR CONTINGENT VALUE RIGHTS ("CVRS") REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT, AND NO TRANSFER OF THIS CERTIFICATE (OTHER THAN A TRANSFER OF THIS CERTIFICATE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE CVR AGREEMENT.

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[65] **Note to Draft**: To include if CVRs are DTC eligible.

This is Exhibit "I" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

DECLARATION OF DOUGLAS CLARK
IN SUPPORT OF CONFIRMATION OF THE
JOINT PREPACKAGED PLAN OF REORGANIZATION
OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Under 28 U.S.C. § 1746, I, Douglas Clark, declare as follows under penalty of perjury:

1. I am the Chief Executive Officer and a member of the board of directors of CURO Group Holdings Corp. ("CURO" and, together with its direct and indirect subsidiaries, the "Company"). I have served as CURO's Chief Executive Officer and as a director since November 2022. I first joined the Company as Chief Executive Officer-Heights in December 2021, following the Company's acquisition of SouthernCo Inc. I was appointed President, N.A. Direct Lending, in May 2022.

2. Prior to joining Heights Finance Corporation, I served as President at Axcess Financial for five years. Prior to that role, for 11 years, I served as Chief Operating Officer with responsibility for the retail and central operations in the U.S. & U.K. markets, information technology, marketing, and credit risk analytics. Prior to my time at Axcess Financial, I worked

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

with Chiquita Brands International, a multinational producer and distributor of fresh fruits, in a variety of financial and operational roles.

3. I earned my bachelor's degree in finance from Xavier University.

4. I submit this declaration (this "Declaration") in support of (i) confirmation of the *Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50, as modified by Docket Nos. 119 and 325] (as amended, supplemented, or otherwise modified from time to time, the "Plan") and (ii) final approval of the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 51, as modified by Docket No. 120] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement").[2]

5. I am knowledgeable and familiar with the Company's day-to-day operations, businesses and financial affairs, books and records, and the circumstances leading to the commencement of these Chapter 11 Cases, and the events and processes conducted during the pendency of these Chapter 11 Cases. I am authorized by each of the above-captioned debtors and debtors in possession (the "Debtors") to submit this Declaration on their behalf.

6. Except as otherwise indicated, all facts set forth in this declaration are based upon: (1) my personal knowledge; (2) information supplied to me by other members of management, professionals, or employees; (3) my review of relevant documents; and/or (4) my opinion based

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan, the Disclosure Statement, or the *Debtors' Memorandum of Law in Support of an Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code,* filed contemporaneously herewith, as applicable.

upon my experience and knowledge of the Debtors' assets, liabilities, and financials. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

I. Background

A. Prepetition Challenges

7. As described in my prior declaration filed on the Petition Date,[3] the Debtors commenced these Chapter 11 Cases to achieve a comprehensive deleveraging of their corporate balance sheet and to ensure that the Debtors could continue operating and growing their business in the U.S. and Canada.

8. In the two years leading up to the Petition Date, the Company took significant steps aimed at (1) shifting its business model to focus on longer term, higher balance, and lower interest rate credit products, (2) optimizing its business operations, and (3) strengthening the Company's liquidity. These efforts included strategic acquisitions, sale of the U.S. Legacy Direct Lending business (*i.e.*, the Speedy Cash, Rapid Cash, and Avio Credit businesses), and operational restructuring, which included replacement of the C-suite in the second half of 2022 and into early 2023. Additionally, in May and November of 2023, the Company attempted to strengthen its liquidity through two debt transactions and to extend operating liquidity by refinancing of the Securitization Facilities. Unfortunately, the refinancing efforts were not successful (in large part because of potential refinancing lenders' view that the Company's corporate balance sheet was over-leveraged).

9. The resulting stress on liquidity, coupled with the failure to meet forecasted cash levels following the aforementioned dispositions of undesirable business lines, left the Company cash strapped. As a result, in the first quarter of 2024, it became apparent that, because of the

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[3] *Declaration of Douglas Clark, Chief Executive Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 8].

Company's balance sheet being over-leveraged, it needed to undergo a comprehensive restructuring to facilitate the refinancing of the Securitization Facilities, maintain operations, and open a path forward for the business' continued growth in both the U.S. and Canada. Consequently, the Company began negotiations with the Company's stakeholders to explore restructuring alternatives.

B. The Proposed Restructuring

10. Ultimately, after robust good-faith negotiations, on March 22, 2024, the Debtors executed the RSA with the Holders of in excess of (1) 82% in aggregate outstanding principal amount of the Prepetition 1L Term Loan Claims, (2) 84% in aggregate outstanding principal amount of the Prepetition 1.5L Notes Claims, and (3) 74% in aggregate outstanding principal amount of the Prepetition 2L Notes Claims. The Plan incorporates the terms of the RSA, which provides the framework for the Debtors' expedited restructuring process. Upon the occurrence of the Effective Date, the Debtors will eliminate over $1 billion of liabilities, significantly de-levering their balance sheet, while keeping their business intact and with minimal interruption to day-to-day operations. Pursuant to the RSA, among other things, the Consenting Stakeholders agreed to vote in favor of and support confirmation of the Plan.

11. Among other things, the Plan contemplates an equitization transaction, by which certain of the Company's prepetition and postpetition lenders will emerge as equity holders of Reorganized CURO, and includes (1) the extinguishment of the bulk of the Debtors' prepetition indebtedness, (2) an infusion of additional cash through the DIP Facility, renegotiation of the Securitization Facilities to provide the Reorganized Debtors with the necessary liquidity to operate their businesses, and (3) recoveries for the Debtors' creditors and equity holders on account of their prepetition Claims and Interests. Importantly, the Plan leaves all Holders of Allowed General

Unsecured Claims (encompassing all trade, customer, employee, and landlord claims, but excluding claims arising in connection with funded debt and the Securitization Facilities) Unimpaired and will allow the Debtors to minimize disruptions to their go-forward operations while effectuating a value-maximizing transaction through the chapter 11 process. Consequently, I believe the Plan is in the best interests of the Holders of Claims against and Interests in the Debtors and will allow the Reorganized Debtors to emerge from the Chapter 11 Cases with a healthy balance sheet and sufficient liquidity to continue operations.

II. <u>Approval of Disclosure Statement</u>

12. I believe the Disclosure Statement contains "adequate information," as defined in Bankruptcy Code section 1125(a), for the various parties to evaluate the Plan. For instance, the Disclosure Statement contains descriptions and summaries of, among other things: (1) the Debtors' prepetition reorganization efforts; (2) certain events and relevant negotiations preceding the commencement of these Chapter 11 Cases; (3) the key terms of the RSA and the Plan; (4) risk factors affecting consummation of the Plan; (5) a liquidation analysis setting forth the estimated recovery that Holders of Claims and Interests would receive in a hypothetical chapter 7 case; (6) financial information that is relevant in determining whether to accept or reject the Plan; (7) a valuation analysis setting forth the value of the Debtors; and (8) federal tax law consequences of the Plan.

13. I have read and assisted in the preparation of the Disclosure Statement. I believe that the Disclosure Statement is accurate and contains sufficient information to allow a creditor and interest holder to vote on the Plan.

14. Additionally, I believe the Debtors, through their Claims and Noticing Agent, complied with the content and delivery requirements of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the*

Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Extending the Time by which the U.S. Trustee Convenes a Meeting of Creditors and (VII) Granting Related Relief [Docket No. 152].

15. Accordingly, I believe that the Disclosure Statement should be approved on a final basis.

III. Confirmation

16. For the reasons detailed below, I believe the Plan satisfies the relevant provisions of the Bankruptcy Code and that the discretionary components of the Plan are consistent with the Bankruptcy Code.

A. Claims Classification.

17. It is my understanding that Bankruptcy Code section 1122 requires that "a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class."

18. Based on my familiarity with the Debtors' business and review of the Plan, the Plan Supplement, and the related documents, each of the Claims and Interests assigned to each particular Class are substantially similar to the other Claims or Interests in such Class. In addition, valid business, legal, and factual reasons justify the separate classification of the particular Claims or Interests into the Classes created under the Plan, and no unfair discrimination exists between or among Holders of Claims and Interests.

19. In general, it is my understanding that the Plan's claims classification scheme follows the Debtors' capital structure. Claims are generally categorized by priority, by secured versus unsecured status, by type, or based on unique factors associated with particular series of

debt. As such, I believe that each Class comprises substantially similar Claims and that there is a reasonable basis for the classification scheme.

B. Requirements of Bankruptcy Code Section 1123(a).

i. Specification of Classes, Impairment, and Treatment – § 1123(a)(1–3).

20. Article III of the Plan specifies in detail the classification of Claims and Interests, and whether such Claims and Interests are Impaired, and the treatment that each Class of Claims and Interests will receive under the Plan. I believe that the Plan provides a detailed description of (1) how Claims and Interests are classified, (2) whether such Claims and Interests are Impaired or Unimpaired, and (3) the precise nature of their treatment under the Plan. Based upon my familiarity with the Debtors and their business, I believe the Plan satisfies Bankruptcy Code sections 1123(a)(1–3).

ii. Equal Treatment of Similarly Situated Claims – § 1123(a)(4).

21. It is my understanding that the Plan provides equal treatment for each Claim or Interests of a particular Class. As a result, it is my belief that the Plan satisfies Bankruptcy Code section 1123(a)(4).

iii. Adequate Means for Implementation – § 1123(a)(5).

22. The Plan provides a detailed blueprint for the transactions that underlie the Plan and, therefore, provides adequate means for the Plan's implementation as required under Bankruptcy Code section 1123(a)(5). I can confirm that Article IV of the Plan, in particular, sets forth the means for implementation of the Plan. Among other things, Article IV of the Plan:

a. constitutes a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan;

b. authorizes the Debtors or Reorganized Debtors to take all actions necessary or appropriate to effectuate the Plan;

c. authorizes the Reorganized Debtors to adopt their Governance Documents;

d. authorizes the Reorganized Debtors to enter into the Exit Facility;

e. approves the Securitization Facilities and the Securitization Facilities Amendments applicable to continuation of the Securitization Facilities following the Effective Date;

f. authorizes Reorganized CURO to issue the New Equity Interests and New Warrants;

g. preserves the Debtors' corporate existence following the Effective Date (except as necessary to effectuate the steps described in the Description of Transaction Steps or otherwise provided in the Plan);

h. provides for the vesting of Estate assets in the Reorganized Debtors;

i. provides for the cancellation of existing securities and agreements (except as otherwise provided in the Plan);

j. authorizes and approves all corporate actions contemplated under the Plan;

k. provides for the appointment of the members of the New Board;

l. authorizes the Reorganized Debtors to issue and execute certain contracts and other agreements;

m. authorizes Reorganized CURO to enter into the CVR Agreement with the CVR Agent;

n. provides for the exemption of certain securities law matters;

o. provides for the exemption of section 1146(a) transfers; and

p. provides for the preservation and reservation of Causes of Action not released pursuant to the Plan in the Reorganized Debtors.

23. The precise terms governing the execution of many of these transactions are set forth in greater detail in the applicable definitive documents or forms of agreements included in the Plan Supplement. Accordingly, it is my view that the Plan satisfies Bankruptcy Code section 1123(a)(5).

iv. Non-Voting Stock – §1123(a)(6).

24. I am advised that Bankruptcy Code section 1123(a)(6) requires that a debtor's corporate constituent documents prohibit the issuance of non-voting equity securities. I can confirm that Article IV.I of the Plan provides that the Reorganized Debtors' Governance Documents shall contain a provision prohibiting the issuance of non-voting equity securities to the extent required by Bankruptcy Code section 1123(a)(6). Accordingly, I believe that the Plan satisfies the requirements of Bankruptcy Code section 1123(a)(6).

v. Selection of Officers and Directors – § 1123(a)(7).

25. I am advised that Bankruptcy Code section 1123(a)(7) requires that plan provisions with respect to the manner of selection of any director, officer, or trustee, or any other successor thereto, be "consistent with the interests of creditors and equity security holders and with public policy." Article IV.J of the Plan outlines the manner of selecting the members of the New Board, which based on my understanding and the advice of counsel accords with applicable state law, the Bankruptcy Code, the interests of creditors and equity security holders, and public policy. It is my understanding that, to the extent known, the Debtors have disclosed in the Plan Supplement the identities of the members of the New Board. Accordingly, I believe the Plan satisfies the requirements of Bankruptcy Code section 1123(a)(7).

C. Requirements of Bankruptcy Code Section 1129.

i. The Debtors Proposed the Plan in Good Faith – § 1129(a)(3).

26. I am advised that Bankruptcy Code section 1129(a)(3) requires that a chapter 11 plan be "proposed in good faith and not by any means forbidden by law." The Debtors have proposed the Plan in good faith and solely for the purpose of restructuring the business in order to position it for long-term growth and success. I believe the Plan will enable the Debtors to

significantly deleverage their balance sheet, while providing recovery for the key stakeholders and leaving the General Unsecured Claims Unimpaired, which, in turn, will preserve the going concern value of the business.

27. Moreover, the Plan is the product of robust, good faith, arm's-length negotiations commencing in February 2024, among the Debtors and the Consenting Stakeholders, which were represented by experienced and sophisticated counsel and financial advisors. These negotiations culminated in the parties' agreement on a restructuring as embodied in the RSA and the Plan. I believe the Plan's overwhelming support by the Voting Classes is strong evidence that the Plan is likely to succeed.

28. Based on my personal involvement in the Debtors' restructuring negotiations, I believe the Plan represents the best possible outcome for all of the Debtors' stakeholders.

ii. Payment of professional fees and expenses are subject to court approval – § 1129(a)(4).

29. It is my understanding that all Professional Fee Claims and corresponding payments that have or will be paid by the Debtors have either been (1) authorized under the DIP Orders, with respect to payments to the DIP Lenders and/or payments as adequate protection, (2) authorized under the Securitization Orders, with respect to payments to the Securitization Facilities Lenders, or (3) will be authorized by separate Court order, with respect to payments to be made to the Debtors' various retained Professionals.

iii. Compliance with governance disclosure requirements – §1129(a)(5).

30. It is also my understanding that the necessary disclosures regarding the known identity of the Debtors' directors and officers and the status and compensation of any insiders will be made through disclosure in the Plan and Plan Supplement.

iv. Governmental regulatory approval of any rate changes – § 1129(a)(6).

31. It is my understanding that the Bankruptcy Code requires regulatory approval of certain rate changes; however, the Plan does not provide for any rate changes of the kind requiring approval under Bankruptcy Code section 1129(a)(6).

v. Best interests of creditors – § 1129(a)(7).

32. I believe that the current deal envisioned in the Plan and related documents, is in the best interests of the creditors. As discussed in greater detail in the *Declaration of Joe Stone (Oppenheimer & Co., Inc.) in Support of Confirmation of the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, filed contemporaneously herewith, the Plan embodies a value-maximizing transaction that provides recovery to key constituents of the Debtors' estates, while allowing the Debtors to emerge from the Chapter 11 Cases as a going concern business. I believe the Plan represents an outcome far superior to a hypothetical chapter 7 liquidation.

vi. Priority cash payments – § 1129(a)(9).

33. It is my understanding that Bankruptcy Code section 1129(a)(9) generally requires that claims entitled to administrative priority must be repaid in full in cash or receive certain other specified treatment. I can confirm that Article II.A of the Plan provides that each Holder of an Allowed Administrative Claim will receive Cash equal to the amount of such Allowed Administrative Claim on the Effective Date, or as soon as reasonably practicable thereafter, or at such other time defined in Article II.A of the Plan. Additionally, no Holders of the types of Claims specified by Bankruptcy Code section 1129(a)(9)(B) are Impaired under the Plan. Finally, Article II.D of the Plan specifically provides that each Holder of Allowed Priority Tax Claims shall

be paid in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C). Accordingly, I believe the Plan satisfies the requirements of Bankruptcy Code section 1123(a)(9).

vii. The Plan is feasible – § 1129(a)(11).

34. In connection with filing the Disclosure Statement, the Debtors and their advisors prepared financial projections for the Reorganized Debtors (the "Financial Projections"). The Financial Projections are set forth in Exhibit C to the Disclosure Statement.

35. I am familiar with the methods used, and the conclusions reached, in the preparation of the Financial Projections. I have reviewed the material assumptions included in the Financial Projections and I believe that the assumptions embodied therein were prepared in good faith and are reasonable and appropriate to provide the foundation for the Financial Projections and Plan. I believe that the process for developing and preparing the Financial Projections was robust, and that the Financial Projections are reasonable. I believe the Financial Projections demonstrate the Debtors' ability to meet their obligations under the Plan. In summary, the Financial Projections show that the Debtors will emerge with a refinanced balance sheet, with debt service payments reduced to a manageable level. The Financial Projections further show that the Debtors will be able to pay their debts and finance their business operations in the ordinary course of business.

36. I believe that the Plan is feasible. The Plan contemplates a comprehensive deleveraging and equitization transaction that will provide for improved liquidity, including through the renegotiation of the Securitization Facilities, that will allow the Debtors to continue going concern operations while maintaining an appropriately leveraged balance sheet. The Debtors, the Consenting Stakeholders, and the lenders under the Securitization Facilities and their respective advisors were specifically focused on achieving a viable capital structure with sufficient operational liquidity during the prepetition negotiations. As a result, and as set forth in the

Disclosure Statement and the Confirmation Declarations, I am confident in the Debtors' ability to meet their obligations under the Plan and continue as a going concern without the need for further financial restructuring subsequent to their emergence from chapter 11. Accordingly, I believe confirmation of the Plan is not likely to be followed by liquidation.

37. Based on the foregoing, I believe that the Plan is feasible and satisfies Bankruptcy Code section 1129(a)(11).

viii. The Plan provides for payment of all fees – § 1129(a)(12).

38. I have confirmed on review of the Plan that it includes an express provision requiring payment of all fees required to be paid under 28 U.S.C. § 1930, contained in Article XII.C of the Plan. I believe that the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930.

ix. Payment of retiree benefits – § 1129(a)(13).

39. Article IV.O of the Plan provides that all employee wages, compensation, and benefit programs in place as of the Effective Date with the Debtors shall be assumed by the Reorganized Debtors and shall remain in place as of the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs, and plans as of the Effective Date. Therefore, I believe that the Plan satisfies Bankruptcy Code section 1129(a)(13).

x. No unfair discrimination between impaired classes – § 1129(b).

40. I believe that the Plan does not unfairly discriminate with respect to Impaired Classes that have not voted to accept the Plan and that it is also fair and equitable with respect to those Classes. First, similarly situated Holders of Claims and Interests will receive substantially similar treatment. Second, the Plan satisfies the absolute priority rule because as to such Classes deemed to reject or may be deemed to reject the Plan, there is no Class of equal priority receiving

more favorable treatment and no Class that is junior to such Classes will receive or retain any property on account of the Claims or Interests in such Class. Therefore, I believe that the Plan satisfies Bankruptcy Code section 1129(b).

D. The Plan's Releases and Exculpation Provisions.

41. The Debtors' creditors, the Debtors, and other interested stakeholders, including the Consenting Stakeholders, all engaged in extensive negotiations regarding the settlement of potential claims and the scope of releases that would be contained in Plan. Pursuant to the heavily negotiated RSA, the Debtors and certain of their key stakeholders proposed the Debtor Releases (as defined herein) and the Third-Party Release Provision (as defined herein) of Claims and Causes of Action—excluding any Claims and Causes of Action found to have arisen from actual fraud, willful misconduct, criminal conduct, or gross negligence—against (1) each Debtor; (2) each Reorganized Debtor; (3) each Consenting Stakeholder; (4) each Agent/Trustee; (5) each DIP Backstop Party and each DIP Lender; (6) the Information Officer; (7) the Securitization Facilities Parties; (8) with respect to each of the foregoing Entities in clauses (1) through (7), such Entities' Related Parties, in each case solely in their capacity as such. I believe the releases to be a critical component of the overall negotiations with the stakeholders, and they are a component of the overall agreements reached with each creditor group.

42. The Plan's releases consist of (1) certain releases of claims by the Debtors (as described in Article VIII.C of the Plan, the "Debtor Releases"); (2) certain consensual third-party releases (as described in Article VIII.D of the Plan, the "Third-Party Release Provision"); (3) certain limited exculpation provisions solely for the benefit of the Debtors for any Claim or Cause of Action in connection with or arising out of the administration of these Chapter 11 Cases and certain related transactions, except for any acts or omissions that are determined to be a criminal act or have

constituted actual fraud, willful misconduct, or gross negligence (as described in Article VIII.E of the Plan, the "Exculpation Provision"); and (4) certain limited injunction provisions which act as the enforcement mechanism for the Debtors Releases, the Third Party Release Provision, and Exculpation Provision (as described in Article VIII.F of the Plan, the "Injunction Provision", and together with the Debtor Releases, the Third-Party Release Provision, and the Exculpation Provision, the "Releases"). In addition, I understand that the Exculpation Provision was pared back as part of the Debtors' negotiations with the U.S. Trustee, to provide a limited exculpation to covered parties who played a critical role in the preparation and solicitation of the Plan. Based on that development, I believe the Exculpation Provision comports with applicable law in this jurisdiction.

43. As part of the noticing sent to all parties listed on the creditor matrix, the Debtors informed all parties, including Holders or potential Holders of Claims or Interests in non-voting Classes, that they could opt out of, or object to, the Third-Party Release Provision contained in the Plan. Holders of Claims that are deemed to accept the Plan are all given the option to affirmatively opt out of the releases provided by the Plan. A limited number of these Holders elected to opt out of the releases. As set forth in Exhibit C to the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring, LLC Regarding the Solicitation and Tabulation of Ballots Cast on the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, 201 Holders exercised their rights to opt out as of the May 7, 2024, Opt-Out Deadline.

44. In short, I believe that the Releases are appropriate, justified, in the best interest of all stakeholders, and an integral part of the Plan. In my opinion, the Plan's settlement of potential

claims and releases are critical to providing the Debtors with a fresh start and are supported by those creditors who will own the equity in Reorganized CURO upon emergence from chapter 11.

IV. Conclusion

45. Based on the foregoing analysis, I believe the Disclosure Statement and the Plan satisfy the relevant provisions of the Bankruptcy Code. Therefore, I believe the Disclosure Statement should be approved on a final basis and the Plan should be confirmed.

Dated: May 13, 2024
San Diego, California

/s/ Douglas Clark
Douglas Clark, Chief Executive Officer

This is Exhibit "J" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

DECLARATION OF JOE STONE (OPPENHEIMER & CO., INC.) IN SUPPORT OF CONFIRMATION OF THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

I, Joe Stone, declare under the penalty of perjury:

1. I am a Managing Director and Co-Head of the Debt Advisory and Restructuring Group at Oppenheimer & Co., Inc. ("Oppenheimer"), the proposed investment banker to CURO Group Holdings Corp. and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the "Debtors", and the Debtors collectively with their non-Debtor affiliates, the "Company"). Oppenheimer is a leading global investment bank and full-service investment firm listed on the New York Stock Exchange with its principal offices at 85 Broad Street, New York, New York 10004. Oppenheimer provides a complete suite of services to institutional, corporate and individual clients, including investment banking, capital markets, investment and advisory services. Oppenheimer and its senior professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, in both out-of-court and in chapter 11 proceedings.

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is: 101 N. Main Street, Suite 600, Greenville, SC 29601.

2. I submit this declaration (this "Declaration") in support of (i) confirmation of the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 50, as modified by Docket Nos. 119 and 325] (as further amended, supplemented, or otherwise modified from time to time, the "Plan") and (ii) final approval of the *Disclosure Statement Relating to the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 51, as modified by Docket No. 120] (as amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement").[2]

3. Unless otherwise indicated, all facts set forth in this Declaration are based upon (i) my personal knowledge or opinion based on my experience and expertise, (ii) information I received from the Debtors, other members of the Oppenheimer team, or the Debtors' other advisors, or (iii) my review of relevant documents. I am not being specifically compensated for this testimony other than through the compensation that Oppenheimer receives in its capacity as an advisor to the Debtors. I am over the age of 18 years and am authorized to submit this Declaration on behalf of the Debtors. If I were called to testify, I would testify competently to the facts set forth below.

I. Professional Background And Qualifications

4. Prior to joining Oppenheimer in 2021, I worked in the Restructuring and Special Situations group at Stephens Inc., following the acquisition by Stephens of my predecessor firm, Blackhill Partners, LLC, where I was a Partner and Managing Director. Before entering the

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan, the Disclosure Statement, or the *Debtors' Memorandum of Law in Support of an Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code,* filed contemporaneously herewith, as applicable.

restructuring market, I held various positions of increasing seniority at Lehman Brothers, Deutsche Bank and Price Waterhouse. I received an MBA from the McCombs School of Business at the University of Texas and a BA in Accounting from Baylor University.

5. Oppenheimer's Debt Advisory and Restructuring Group is one of the industry's leading advisors to companies and creditors in a variety of complex restructurings and bankruptcies. Oppenheimer has over 2,900 employees located in New York, Dallas, San Francisco, London, Tel Aviv and Hong Kong. Oppenheimer has extensive experience in providing financial advisory and investment banking services to financially distressed companies and representing both debtors and lenders in chapter 11 matters. Oppenheimer is a registered broker-dealer with the United States Securities and Exchange Commission, is a member of the Securities Investor Protection Corporation, and is regulated by the Financial Industry Regulatory Authority.

6. I have been responsible for leading Oppenheimer's engagement with the Company beginning in mid to late 2023. Since Oppenheimer's retention, I have worked closely with the Company's management team and other advisors to evaluate the Company's liquidity and cash needs in chapter 11, provided advice on strategic restructuring alternatives and financing options, and assisted the Debtors with evaluating the terms of the Restructuring Support Agreement and the Plan. I participated directly in due diligence, discussions, and analysis related to the Plan and Disclosure Statement, and lead my team in preparation of the Liquidation Analysis and the Financial Projections. As a result of my work with the Debtors and my understanding of the Debtors' financial history and business operations, as well as my experience and training in the reorganization of financially distressed companies, I am well positioned to testify to the statements made herein.

7. In addition to acting as the investment banker to the Debtors, I have worked across numerous industries including specialty and consumer finance, oil and gas, shipping, telecommunications, industrials, and aerospace. I have been involved in numerous restructurings including Community Choice Financial (CCFI), Martin Midstream LP, Hawaii Telecommunications, Elk Petroleum, Interface Security Systems, International Shipholding Corporation, Harvey Gulf International Marine, Trinity River Exploration, TransCoastal Corp., RAAM Global Energy Corp., Black Elk Energy Offshore, LLC, Pacific Exploration & Production, Montco Offshore, and others.

II. Exit Facility

8. Based on my experience with postpetition financing transactions, as well as my involvement in the negotiation of the Exit Facility and consideration of alternative options, I believe the Exit Facility is reasonable and the best available option under the circumstances.

9. The Plan provides that on the Effective Date, the Debtors shall incur Exit Term Loans, which will consist of (i) First Out Exit Term Loans issued to the Holders of the DIP Claims on account of the DIP Term Loans and (ii) Second Out Exit Term Loans issued to the Holders of Prepetition 1L Term Loan Claims. The First Out Exit Term Loans are subject to interest at a rate of SOFR (2.5% floor) + 10.00% per annum (100% PIK at the option of the Borrower under the Exit Facility, provided that the Borrower under the Exit Facility must elect PIK to the extent required under any Securitization Facility). The Second Out Exit Term Loans are subject to interest at a rate of 13.00% per annum (100% PIK at the option of the Borrower under the Exit Facility, provided that the Borrower under the Exit Facility must elect PIK to the extent required under any Securitization Facility). The Exit Facility Documents do not provide for payment of any other fees on account of the issuance of the Exit Term Loans. I believe that the principal economic terms proposed under the Exit Facility are reasonable given the circumstances of these

Chapter 11 Cases, are customary and usual for financings of these types and are an integral part of the overall restructuring deal achieved between the Debtors and the Consenting Stakeholders.

III. The Plan Is Feasible

10. I understand that Bankruptcy Code section 1129(a)(11) requires a court to determine that a chapter 11 plan is feasible, and that confirmation of such plan is not likely to be followed by the liquidation or further financial reorganization of the debtor.

11. In connection with the development of the Plan, Oppenheimer assisted the Debtors' management in assessing the Debtors' ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources. Oppenheimer assisted the Debtors with preparing the Financial Projections for the period from July 1, 2024, through December 31, 2028. The Financial Projections were prepared using a "bottoms-up" approach, incorporating multiple sources of detailed information, including consumer-level forecasts, originations, yield and operating expense data, and separate projections for each of the Debtors' U.S. and Canada direct lending geographies. The operating assumptions assume the Plan will be confirmed and consummated by June 30, 2024.

12. I am familiar with the methods used, and the conclusions reached, in the preparation of the Financial Projections. I have reviewed the material assumptions included in the Financial Projections and I believe that the assumptions embodied therein were prepared in good faith and are reasonable and appropriate to provide the foundation for the Financial Projections, and the Plan. I believe that the process for developing and preparing the Financial Projections was robust, and that the Financial Projections are reasonable.

13. I believe that the Plan will provide the Debtors with a reasonable assurance of commercial viability upon emergence and will not be followed by liquidation or the need for

further financial reorganization of the Debtors or any successor to the Debtors. The Plan will substantially deleverage the Debtors' balance sheet from over $2.3 billion to approximately $1.3 billion (including the debt outstanding under the Securitization Facilities). As illustrated in the feasibility analysis prepared by Oppenheimer based on the current financial projections and attached hereto as **Exhibit A** (the "Feasibility Analysis"), upon emergence, the Reorganized Debtors anticipate having approximately $67.9 million in unrestricted cash after giving effect to the administrative costs and payments on account of general unsecured claims. As such, the Plan will provide the Debtors with substantial cash on hand at emergence, including via additional liquidity afforded via $20 million delayed draw loans immediately available under the Exit Facility on the Effective Date and access to additional liquidity through the amended Securitization Facilities, all of which will ensure that the Company can continue operating in the ordinary course. This deleveraging and additional liquidity will position the Reorganized Debtors for post-emergence success.

14. Importantly, I believe the Debtors will have sufficient liquidity to satisfy the total Allowed General Unsecured Claims. At the time the Disclosure Statement was filed, the Debtors estimated that the Allowed General Unsecured Claims pool was between $29 and $35 million USD. However, based on the Debtors' projections, only approximately $6.9 million USD on account of the General Unsecured Claims will be due and payable immediately upon emergence.[3] It is possible that the pool of Allowed General Unsecured Claims will be increased as a result of rejection damages stemming from rejection of certain Executory Contracts and Unexpired Leases, including damages asserted by Leon's Furniture Limited, Trans Global Insurance Company and Trans Global Insurance (collectively, "TGI") as a result of the Debtors' contemplated rejection of

[3] *See* **Exhibit A**, p. 2, fn. 1. Additionally, the Debtors anticipate payment of additional $24.5 million in total on account of administrative costs, including professional fees, on the Effective Date. *Id.*

a certain commitment letter with TGI (the "TGI Claim").[4] However, for the reasons set forth in the Estimation Motion,[5] I understand that the Debtors believe that the maximum allowable amount of such TGI Claim is no more than $5 million CAD (or approximately $3.64 million USD). Therefore, I believe that the TGI Claim will have minimal, if any, effect on the Financial Projections and will not affect the feasibility analysis set forth in the Disclosure Statement and herein.

15. I believe that the Financial Projections included in the Disclosure Statement and the Feasibility Analysis included herein demonstrate that the Debtors will be well-positioned when they emerge from bankruptcy to execute their business plan, service their debt obligations and fund capital expenditures relating to ongoing business operation. Based on the foregoing, I believe that the Plan is feasible and satisfies Bankruptcy Code section 1129(a)(11).

IV. Liquidation Analysis

16. In connection with and in support of confirmation of the Plan, my team and I were asked to develop a hypothetical liquidation analysis (the "Liquidation Analysis"). As set forth in detail below, it is my opinion that each Holder of a Claim or Interest of an Impaired Class of Claims or Interests that does not accept the Plan will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain in a hypothetical chapter 7 liquidation.

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4 *See Leon's Furniture Limited's, Trans Global Insurance Company's, and Trans Global Life Insurance Company's Objection to: (I) Debtors' Rejected Executory Contract and Unexpired Lease List and Proposed Rejection of the Letter Agreement; and (II) Confirmation of Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 Of The Bankruptcy Code (Modified)*, filed on May 6, 2024 [Docket No. 293].

5 *See Debtors' Emergency Motion to Estimate Unliquidated Claim of Leon's Furniture Limited, Trans Global Insurance Company, and Trans Global Life Insurance Company*, filed on May 8, 2024 [Docket No. 309].

17. The Liquidation Analysis is prepared for the purpose of evaluating whether the Plan satisfies the best interests of creditors tests under Bankruptcy Code section 1129(a)(7). My understanding is that Bankruptcy Code section 1129(a)(7) requires that each Holder of an Impaired Allowed Claim or Interest must either accept the Plan, or receive or retain under the Plan property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Debtors were liquidated pursuant to chapter 7 of the Bankruptcy Code.

18. The results of the Liquidation Analysis reflect estimated recoveries, by Classes of Claims that may be obtained in a hypothetical chapter 7 liquidation. Because the Liquidation Analysis estimates recoveries premised upon disposition of assets, net of liquidation related costs, as opposed to continued operation of the business under the Plan, asset values discussed herein and in connection with the Liquidation Analysis may be different than values referred to in the Plan.

19. The analysis, methodology, assumptions, and conclusions in the Liquidation Analysis are set out in greater detail in Exhibit E to the Disclosure Statement. As set forth more fully therein, the Liquidation Analysis represents an estimate of recovery values and percentages based on a hypothetical scenario whereby the Debtors convert their cases from chapter 11 cases to chapter 7 cases on or about May 31, 2024 (the "Liquidation Date"), and a chapter 7 trustee (the "Trustee") is appointed by the Court to convert assets into cash. Based on my involvement in the preparation of the Liquidation Analysis and my experience as a restructuring advisor, I believe that the methodologies used to prepare the Liquidation Analysis are appropriate and represent the best judgment of Oppenheimer and the Debtors' management with regard to the results of a

hypothetical chapter 7 liquidation, and that the assumptions and conclusions set forth therein are fair and reasonable under the circumstances.

20. Based upon the methodologies employed in the Liquidation Analysis, the estimated net proceeds available for distribution to creditors under a chapter 7 liquidation would range from approximately $182.6 million to $260.0 million for the Debtors on a consolidated basis (assuming inclusion of estate's receipts from the parallel liquidations of the SPVs, which Oppenheimer estimated to range from $0 to $36.2 million). Administrative costs associated with a liquidation—including the cost of a chapter 7 trustee and its professionals, the cost of company personnel required to support the liquidations, and Bankruptcy Code section 503(b)(9) Claims—would range from $58.8 million to $70.3 million. It is my belief that the foregoing range reasonably estimates the potential proceeds that would be realized from a hypothetical chapter 7 liquidation of the Debtors and that would be available to satisfy Claims under the assumptions set forth in the Liquidation Analysis.

21. Based on the assumptions described in the Liquidation Analysis, the Holders of the DIP Claims, which, for purposes of the Liquidation Analysis are estimated to be approximately $30.4 million, would be expected to receive a 100% recovery on their Claims in a liquidation scenario. As reflected in the Liquidation Analysis, Holders of Other Secured Claims and Other Priority Claims are Unimpaired and would receive a 100% recovery. As further reflected in the Liquidation Analysis, (i) the Holders of Prepetition 1L Term Loan Claims (estimated at approximately $243.3 million) would receive an estimated recovery on their Claims in a liquidation scenario ranging between approximately 34% and 70% and (ii) Holders of Prepetition 1.5L Notes Claims, Prepetition 2L Notes Claims, General Unsecured Claims, and Existing CURO Interests would not be expected to receive any recovery.

22. In contrast, under the Plan, (i) Holders of General Unsecured Claims will receive a 100% recovery on their Claims, (ii) Prepetition 1.5L Notes Claims will receive an estimated 42% recovery on their Claims, and (iii) Holders of Prepetition 2L Notes Claims will receive an estimated 11% recovery on their Claims. Moreover, Holders of Existing CURO Interests will also receive recovery on account of their Interests pursuant to the Plan in the form of Contingent Value Rights, although, due to the instrument's contingent nature, Oppenheimer was unable to assign estimated value to recovery under the Plan for this class.

23. Based on the Liquidation Analysis, I believe that the Plan satisfies the so-called "best interests test" under Bankruptcy Code section 1129(a)(7). As set forth above and in the Liquidation Analysis, each Holder of an Impaired Class of Claims or Interests receiving distributions under the Plan (i) has accepted the Plan; (ii) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtor entity were liquidated on the Effective Date; or (iii) has agreed to receive less favorable treatment.

V. Valuation Analysis

24. At the Debtors' request, and as more fully set forth in the Valuation Analysis attached to the Disclosure Statement as Exhibit D, and solely for purposes of the Plan and the Disclosure Statement, Oppenheimer estimated a range of total enterprise values (the "Total Enterprise Values") of the Reorganized Debtors on a going-concern basis and pro forma for the transactions contemplated by the Plan.

25. Based on the analysis and methodologies described in the Valuation Analysis, Oppenheimer estimates the Total Enterprise Value of the consolidated corporate entity that includes both Debtors and wholly owned bankruptcy-remote non-Debtor subsidiaries to be within

the range of approximately $1,380 million to $1,660 million and, as a result, the Total Enterprise Value of the Reorganized Debtors to be within the range of approximately $450 million to $730 million, with a midpoint of $590 million upon emergence (assuming no material changes occur prior to the occurrence of the Effective Date).

26. The valuation estimates prepared by Oppenheimer represent valuation analyses generally based on the application of customary valuation techniques to the extent deemed appropriate by Oppenheimer. In preparing its valuation, Oppenheimer considered a variety of factors and evaluated a variety of financial analyses, including a (i) comparable companies analysis, (ii) discounted cash flow analysis, and (iii) precedent transaction analysis. Oppenheimer also: (i) reviewed certain historical financial information of the Debtors for recent years and interim periods; (ii) reviewed certain financial and operating data of the Debtors, including the Financial Projections; (iii) discussed the Debtors' operations and future prospects with the Debtors' senior management team and third-party advisors; (iv) reviewed certain publicly available financial data for, and considered the market value of, public companies that Oppenheimer deemed generally relevant in analyzing the value of the Reorganized Debtors; and (v) considered certain economic and industry information that Oppenheimer deemed generally relevant to the Reorganized Debtors.

27. I believe that Oppenheimer's aforementioned analysis and views must be considered as a whole and that selecting portions of the analysis and factors could create a misleading or incomplete view of the processes underlying the preparation of the valuation. Reliance on only one of these methodologies used or portions of the analysis performed could create a misleading or incomplete conclusion.

28. The range of the reorganization values presented assumes that the Effective Date of the Plan is June 30, 2024, and reflects work performed by Oppenheimer on the basis of information with respect to the business and assets of the Debtors available to Oppenheimer as of the date of the Disclosure Statement.

VI. Conclusion

29. Based on the foregoing, I believe the Plan satisfies the relevant provisions of the Bankruptcy Code and should be confirmed.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 13, 2024
Dallas, Texas

/s/ Joe Stone
Joe Stone
Managing Director
Oppenheimer & Co., Inc.

Exhibit A

Feasibility Analysis

Project Fortitude

Feasibility Analysis

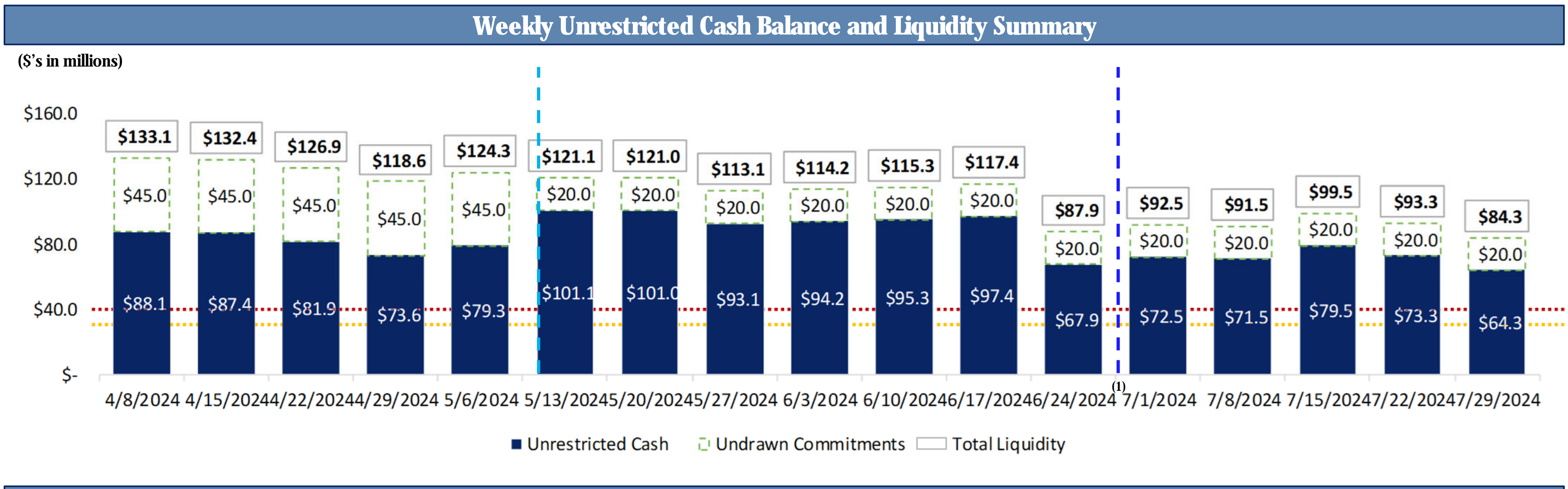
May 2024

STRICTLY PRIVATE AND CONFIDENTIAL

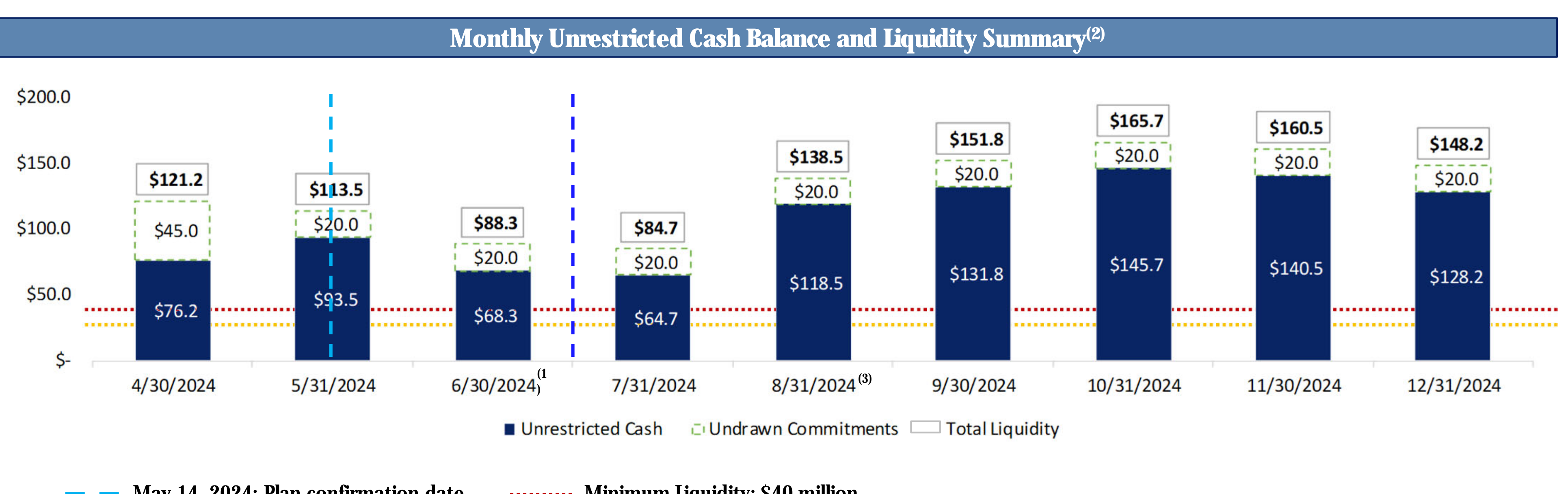
Feasibility Analysis Summary

Weekly Unrestricted Cash Balance and Liquidity Summary

($'s in millions)



Monthly Unrestricted Cash Balance and Liquidity Summary[2]



May 14, 2024: Plan confirmation date
June 30, 2024: Plan Effective Date
Minimum Liquidity: $40 million
Minimum Unrestricted Cash and Cash Equivalents: $30 million

Source: Company provided Business Plan as of 3/12/24, which is subject to modification in all respects; 13 week cash flow provided 4/19/24.

1) Reflects payment of approximately $6.9mm of Allowed General Unsecured Claims, the transfer of $18.8mm into the Professional Fee Escrow Account and payment of approximately $5.7mm in other professional and US Trustee fees on the Effective Date.

2) Debtors' 13-week cash flow forecast is the source for April – July, 2024; thereafter Business Plan is source.

3) Includes estimated tax refund of $38.3mm.

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This is Exhibit "K" referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	Chapter 11
CURO Group Holdings Corp., *et al.*,	Case No. 24-90165 (MI)
Debtors.[1]	(Jointly Administered)

DECLARATION OF STEPHENIE KJONTVEDT OF EPIQ CORPORATE RESTRUCTURING, LLC REGARDING THE SOLICITATION AND TABULATION OF BALLOTS CAST ON THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

I, Stephenie Kjontvedt, declare, under penalty of perjury, that the following is true and correct:

1. I am a Vice President, Senior Consultant of Epiq Corporate Restructuring, LLC ("Epiq"), located at 777 Third Avenue, 12th Floor, New York, NY 10017. I am over the age of eighteen years and not a party to the above-captioned action. Unless otherwise noted, I have personal knowledge of the facts set forth herein.

2. I submit this declaration (the "Declaration") with respect to the tabulation of votes cast on the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code,* dated March 24, 2024 (as may be amended, supplemented, or otherwise modified from time to time in accordance with its

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

terms, the "Prepackaged Plan").[2] Except as otherwise indicated herein, all facts set forth herein are based on my personal knowledge or my review of relevant documents. I am authorized to submit this Declaration on behalf of Epiq. If I were called to testify, I could and would testify competently as to the facts set forth herein.

3. Prior to the commencement of the Chapter 11 Cases, the Debtors retained Epiq as their claims, noticing, and solicitation agent, which was authorized by the Court on March 25, 2024 pursuant to the *Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Claims, Noticing, and Solicitation Agent* [Docket No. 27].

4. Epiq is comprised of leading industry professionals with significant experience in the administrative aspects of handling large, complex chapter 11 cases. Epiq and its professionals have considerable experience in soliciting and tabulating votes to accept or reject proposed chapter 11 plans, including, without limitation, with respect to prepackaged chapter 11 plans.

5. Among other things, Epiq was retained to assist with (a) service of Solicitation Packages and (b) tabulation of votes cast on the Prepackaged Plan by Holders of Claims and Interests in the Voting Classes (as defined below).

6. Pursuant to the Prepackaged Plan, only holders of Claims and Interests in the following Classes (collectively, the "Voting Classes") were entitled to vote to accept or reject the Prepackaged Plan:

Class	Class Description
3	Prepetition 1L Term Loan Claims
4	Prepetition 1.5L Notes Claims
5	Prepetition 2L Notes Claims
11	Existing CURO Interests

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Prepackaged Plan or the Solicitation Order (as defined herein).

7. The procedures for the solicitation and tabulation of votes on the Prepackaged Plan are outlined in (i) the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Extending the Time By Which the U.S. Trustee Convenes a Meeting of Creditors and (VII) Granting Related Relief* [Docket No. 152] (the "Solicitation Order") and (ii) the ballots and master ballots approved by the Solicitation Order (each a "Ballot").

8. The Solicitation Order established March 13, 2024 as the record date for determining the holders of Claims and Interests in the Voting Classes entitled to vote on the Plan (the "Voting Record Date").

9. Beginning on March 24, 2024, Epiq commenced service of the Solicitation Packages and began soliciting Holders of Claims as of the Voting Record Date. Detailed descriptions of Epiq's distribution of solicitation materials are set forth in Epiq's *Certificate of Service of Solicitation Documents* (the "Certificate of Service"), which was filed with this Court on April 23, 2024 [Docket No. 248].

10. For a Ballot to be counted as valid, the Ballot must have been properly completed in accordance with the procedures outlined in the Solicitation Order and Ballots. Specifically, the Ballot must have been (i) marked to either accept or reject the Prepackaged Plan, (ii) executed by the relevant holder, or such holder's authorized representative, that was entitled to vote on the Plan, (iii) returned to Epiq via an approved method of delivery in accordance with the Solicitation Order, and (iv) received by the Court-established deadline (the "Voting and Opt-Out Deadline") initially set as April 19, 2024 at 4:00 p.m. (prevailing Central Time), and later extended in

accordance with the *Notice of Extension of Voting Deadline and Opt-Out Deadline to May 7, 2024 at 4:00 P.M. (Prevailing Central time)* [Docket No. 198], and further extended by agreement of the Debtors to accept and count ballots received by 11:59 p.m. (prevailing Central Time) on May 7, 2024.[3]

11. All validly executed Ballots cast by holders of Claims and Interests in the Voting Classes received by Epiq on or before the Voting and Opt-Out Deadline were tabulated in accordance with the Solicitation Order. The results of the voting by holders of Claims and Interests in the Voting Classes are as set forth in **Exhibit A** hereto, which is a true and correct copy of the final tabulation of votes cast by timely and properly executed Ballots received by Epiq.

12. A report of all Ballots not included in the tabulation prepared by Epiq and the reasons for exclusion of such Ballots is attached as **Exhibit B** hereto.

13. As set forth in the Certificate of Service, Epiq served information and instructions on electing to opt-out of the Third-Party Releases contained in the Plan (the "Opt-Out Election"), specifically through the service of: (i) the Ballots on parties in the Voting Classes; and (ii) a notice of non-voting status and an optional opt-out form (the "Opt-Out Form") on non-voting parties.

14. Epiq examined each Ballot and Opt-Out Form received and recorded all Opt-Out Elections. As reflected in **Exhibit C** hereto, 201 parties affirmatively elected to opt-out of the Third-Party Releases. For the avoidance of doubt, this declaration does not certify the validity of any Opt-Out Election and is provided for reporting and informational purposes only with respect thereto.

[3] The Debtors advised Epiq that it would accept Ballots submitted after the Voting and Opt-Out Deadline and received before midnight on the Voting and Opt-Out Deadline date, and such Ballots are counted and included in the voting results set forth in Exhibit A hereto.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: May 10, 2024

/s/ Stephenie Kjontvedt
Stephenie Kjontvedt
Vice President, Senior Consultant
Epiq Corporate Restructuring, LLC

Exhibit A

Tabulation Summary

Tabulation Summary

VOTING CLASSES	ACCEPT		REJECT	
	AMOUNT (%)	NUMBER (%)	AMOUNT (%)	NUMBER (%)
Class 3[1] PREPETITION 1L TERM LOAN CLAIMS	$148,152,286.84 **(100.00%)**	40 **(100.00%)**	$0.00 **(0.00%)**	0 **(0.00%)**
Class 4[2] PREPETITION 1.5L NOTES CLAIMS	$589,360,509.00 **(100.00%)**	110 **(100.00%)**	$0.00 **(0.00%)**	0 (0.00%)
Class 5[3] PREPETITION 2L NOTES CLAIMS	$263,862,000.00 **(99.999%)**	86 **(98.85%)**	$3,000.00 **(0.001%)**	1 **(1.15%)**
Class 11[4] EXISTING CURO INTERESTS	2,052,231.54 **(95.18%)**	N/A	103,915.48 **(4.82%)**	N/A

[1] Class 3 results apply to all Debtors except Curo Canada Corp. and LendDirect Corp. (the "Canadian Debtors").

[2] Class 4 results apply to all Debtors except the Canadian Debtors.

[3] Class 5 results apply to all Debtors except Curo Ventures, LLC and the Canadian Debtors.

[4] Class 11 results apply only to Curo Group Holdings Corp.

Exhibit B

Report of Excluded Ballots

Excluded Ballots

Plan Class	Plan Class Description	Name	Total Voting Amount	Vote Accept / Reject	Ballot Number	Reason for Exclusion
11	EXISTING CURO INTERESTS	NAME ON FILE	5,763,594.00		2	NO VOTE: BALLOT DID NOT INDICATE A VOTE TO ACCEPT OR TO REJECT

Exhibit C

Opt-Out Summary

Opt-Out Summary

Category	Number of Opt-Outs
Opt-Outs from Ballots	135
Opt-Outs from Opt-Out Form	66
TOTAL OPT-OUTS	**201**

This is Exhibit “L” referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
CURO Group Holdings Corp., *et al.*,	§	Case No. 24-90165 (MI)
	§	
Debtors.[1]	§	(Jointly Administered)

LEON'S FURNITURE LIMITED'S, TRANS GLOBAL INSURANCE COMPANY'S, AND TRANS GLOBAL LIFE INSURANCE COMPANY'S OBJECTION TO: (I) DEBTORS' REJECTED EXECUTORY CONTRACT AND UNEXPIRED LEASE LIST AND PROPOSED REJECTION OF THE LETTER AGREEMENT; AND (II) CONFIRMATION OF JOINT PREPACKAGED PLAN OF REORGANIZATION OF CURO GROUP HOLDINGS CORP. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (MODIFIED)

Leon's Furniture Limited ("LFL"), Trans Global Insurance Company ("Trans Global Insurance"), and Trans Global Life Insurance Company ("Trans Global Life Insurance" and, together with Trans Global Insurance, "Trans Global") hereby file this objection to: (i) Exhibit E, Schedule E(i) of the Debtors' Plan Supplement (the "Rejected Executory Contract List") and proposed rejection of the Letter Agreement (defined below); and (ii) confirmation of the Plan[2] and, in support thereof, respectfully state as follows:

BACKGROUND

1. On March 25, 2024 (the "Petition Date"), the Debtors filed voluntary petitions in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors filed the Plan and the Disclosure Statement the same day.

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[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' proposed claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed in the Plan.

2. On March 28, 2024, the Debtors filed an amended Plan and Disclosure Statement, and on May 1, 2024, the Debtors filed the Plan Supplement, which lists the Letter Agreement (defined below) on the Rejected Executory Contract List.

3. LFL is the largest furniture retailer in Canada. Trans Global Insurance and Trans Global Life Insurance are both wholly-owned subsidiaries of LFL, which provide insurance in connection with consumer financing.

4. In 2021, LFL made a significant commitment to CURO Group Holdings Corp. ("CURO") by granting Flexiti Financial Inc. ("Flexiti") exclusive rights to point-of-sale financing, and, in return for such commitment, received warrants in Flexiti.

5. Additionally, in connection with negotiations for Flexiti to become LFL's exclusive point-of-sale financing provider, CURO agreed to transition its Canadian insurance business, operated by affiliates CURO Canada Corp. f/k/a Cash Money Cheque Cashing Inc. ("CURO Canada") and LendDirect Corp. ("LendDirect"), to Trans Global. This agreement was memorialized in that certain Letter Agreement dated May 26, 2021, by and between Leon's Furniture Limited, CURO Group Holdings Corp., CURO Canada Corp. f/k/a Cash Money Cheque Cashing Inc., and LendDirect Corp. (as subsequently, modified, supplemented, or amended, including as amended by that certain Letter Agreement dated July 29, 2023, the "Letter Agreement").

6. In 2023, the Debtors sold Flexiti[3], and, as part of that sale, LFL gave up its warrants (for cash consideration). The parties, however, reaffirmed the agreement to transition the Debtors'

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[3] *Declaration of Douglas Clark, Chief Executive Officer of the Debtors in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 8] (the "First Day Declaration"), at ¶ 45.

Canadian insurance business to Trans Global through an amendment to the Letter Agreement Dated July 29, 2023.[4]

7. The Letter Agreement sets forth all of the pertinent economic terms of the transition of the Debtors' Canadian insurance business (which were to be further memorialized in additional documents to be executed) to Trans Global including:

- A five year initial term with Trans Global having a three-year right-of-first refusal extension;
- A commitment by CURO Canada and LendDirect to actively offer the credit insurance program of Trans Global as long as CURO Canada and LendDirect operated in Canada;
- Monthly reporting obligations, including the content of such reporting;
- The claims-processing structure to be employed by Trans Global;
- The provision of a dedicated full-time Trans Global employee to manage the CURO relationship;
- The commission rates for CURO (to be paid monthly); and
- The insurer fees to be retained by Trans Global.

8. The parties expressly agreed that the Letter Agreement would govern their relationship "until such time as a more formal agreement is executed."

9. The transition to Trans Global was set to occur no later than October 1, 2024, to permit CURO Canada and LendDirect to transition from their current consumer-financing provider. As contemplated by the Letter Agreement, the parties fully negotiated transaction documents to further memorialize the Letter Agreement.[5] The Letter Agreement was intended to be, from the Debtors' perspective, cost-neutral relative to the Debtors' current insurance provider based on information provided by the Debtors to LFL.

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[4] Copies of the Letter Agreement, as initially executed in May of 2021 and as amended in July of 2023, are attached hereto as **Exhibit A**.

[5] The transaction documents, however, were never executed.

10. On March 25, 2024, Douglas Clark, Chief Executive Officer of CURO, informed LFL that CURO was pursuing a restructuring under Chapter 11 of the Bankruptcy Code accompanied by a recognition proceeding in Canada. According to Mr. Clark, as a result of this planned restructuring, CURO, CURO Canada, and LendDirect would not be continuing their relationship with LFL and Trans Global, nor would CURO honor its obligations under the Letter Agreement to transition the insurance business to Trans Global.

11. Based on information provided by the Debtors concerning the expected volume of product and services to be provided under the Letter Agreement, Trans Global projects lost-profits damages before taxes of not less than $96,000,000 Canadian dollars (approximately, $70,180,800.00 as of this filing).[6]

OBJECTION

I. The Debtors' Decision to Reject the Letter Agreement is Not Supported by a Sound Exercise of Business Judgment.

12. Section 365(a) of the Bankruptcy Code provides that a "trustee [or debtor], subject to the court's approval, may assume or reject any executory contract." *Mission Prods. Holdings, Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1658 (2019) (quoting 11 U.S.C. § 365(a)). Thus, "Section 365(a) enables the debtor . . . upon entering bankruptcy, to decide whether the contract is a good deal for the estate going forward." *Id.* "The bankruptcy court will generally approve that choice under the deferential 'business judgment rule.'" *Id.*

13. The question, for purposes of the business judgment rule, is "whether the decision appears to enhance a debtor's estate." *Matter of J.C. Penney Direct Mktg. Servs., L.L.C.*, 50 F.4th

[6] Counsel for LFL and Trans Global have been discussing potential rejection of the Letter Agreement since shortly after the filing of the Debtors' cases. Trans Global shared its initial calculation of damages with counsel for the Debtors on May 1, 2024. LTL reserves the right to further refine and change this damage claim calculation. Trans Global has also propounded discovery on the Debtors related to this objection.

532, 534 (5th Cir. 2022) (internal citation and quotation marks omitted). Thus, "[t]he correct inquiry under the business judgment standard is whether the debtor's decision regarding executory contracts **benefits** the debtor." *Id.* (emphasis added).

14. In making the assessment, courts can—and should—assess whether the gain from rejection outweighs the potential dilution to creditor recoveries from a rejection damages claim. *See* 3 COLLIER ON BANKRUPTCY ¶ 365.03[3] (2024) ("If the direct gain in value [from rejection] does not make up in creditor recoveries from the rejection damage claim, then absent some other consideration favoring rejection . . . the court might consider withholding approval of the rejection as manifestly unreasonable."); *see also In re Brick House Props., LLC*, 633 B.R. 410, 423-24 (Bankr. D. Utah 2021) ("**The impact that rejection of an executory contract or unexpired lease may have on the estate and a debtor in possession's prospect of confirming a plan, including the effect of the resulting rejection damages claim, is relevant to the determination of whether the Court should approve rejection**.") (emphasis in original) (internal citation omitted); *Chira v. Segal (In re Chira)*, 367 B.R. 888, 898 (S.D. Fla. 2007) (recognizing lower court's consideration of rejection damages was proper in assessing assumption).

15. Normally, the impact of a rejection damages claims is minor, as "Section 365(g) places [the party whose contract is rejected] in the same boat as the debtor's unsecured creditors, who **in a <u>typical</u> bankruptcy <u>may only receive cents on the dollar</u>**." *Mission Prods.*, 139 S. Ct. at 1658 (emphasis added). This is not, however, a typical bankruptcy as unsecured claims are being paid in full.

16. Under the Plan, entry of the Combined Order shall constitute an order approving the rejection of any Executory Contract identified on the Rejected Executory Contract List. *See*

Plan, Article V.D. The rejection would be effective on the Plan's Effective Date.[7] Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts, pursuant to the Plan or the Combined Order, must be filed within thirty days of the effective date of such rejection. *Id.* And "[a]ll Claims arising from the rejection by any Debtor of any Executory Contract . . . shall be treated as a General Unsecured Claim pursuant to Article III.B. of the Plan . . . ." *Id.*

17. Critically, Article III.B of the Plan provides that each Holder of an Allowed General Unsecured Claim shall receive: (i) reinstatement pursuant to Section 1124 of the Bankruptcy Code; or (ii) payment in full in Cash on the Effective Date or the date due in the ordinary course of business. *See* Plan, Article III.B. § 7.

18. Practically speaking, reinstatement is not available for a rejection damages Claim for rejection of the Letter Agreement nor is payment in the ordinary course of business. Accordingly, the Debtors will be required to pay any Allowed rejection damages Claim for rejection of the Letter Agreement on the Effective Date in cash, in full (or as soon as practicable following allowance of a rejection damages Claim for the Letter Agreement).

19. Thus, the full-pay nature of the Debtors' Plan would require payment in full of a $70,180,800.00 rejection damages claim if Allowed, calling into doubt whether rejection is a sound exercise of the Debtors' business judgment. This is especially true where, based on information available to LFL and Trans Global, transition by CURO of its insurance products business to Trans Global pursuant to the Letter Agreement would cost far less for the Debtors than remaining with its current provider and rejecting the Letter Agreement. Accordingly, LFL and Trans Global object

---

[7] Notwithstanding that the Plan provides a rejection damages Claim must be filed within 30 days of the effective date of rejection, the Rejected Executory Contract list provides that the effective date of rejection for the Letter Agreement shall be "[n]o later than the Effective Date." This, in and of itself, is problematic in that it creates uncertainty as to the date off of which the rejection damages proof of claim deadline is triggered.

to the rejection of the Letter Agreement as not being a sound exercise of the Debtors' business judgment.

II. Rejection of the Letter Agreement May Cause the Debtors to be Unable to Satisfy Section 1129(a)(11)'s Feasibility Confirmation Requirement

20. Based on the information currently available to parties in interest, it is unclear whether the Debtors' Plan would satisfy 1129(a)(11)'s feasibility requirement if LFL's and Trans Global' s rejection damages Claims are Allowed.

21. "Section 1129(a)(11) codifies the feasibility requirement and requires that confirmation of the plan is not likely to be followed by liquidation or the need for further financial reorganization, unless such liquidation or reorganization is proposed in the plan." *Fin. Security Assurance Inc. v. T-H New Orleans Ltd. P'ship (Matter of T-H New Orleans Ltd. P'ship)*, 116 F.3d 790, 801 (5th Cir. 1997) (citing 11 U.S.C. § 1129(a)(11)). "To allow confirmation, the bankruptcy court must make a specific finding that the plan as proposed is feasible." *Id.* (internal citation omitted). While the Court need not require a "guarantee of success . . . a reasonable assurance of commercial viability is required." *Id.* (internal citation and quotation marks omitted).

22. The Disclosure Statement projects **total** Allowed General Unsecured Claims between $29-35 million. *See* Disclosure Statement, Article III.E.[8] Thus, LFL's and Trans Global's projected rejection damages Claim could nearly **triple** the amount of General Unsecured Claims.

23. The financial projections upon which the Plan is predicated indicate that the Debtors anticipate unrestricted cash of $59.4 million following emergence from these Chapter 11 Cases. *See* Disclosure Statement, Ex. C. While it is unclear if the Debtors' unrestricted cash

[8] It is unclear what amount, if any, of this projection is attributable to an Allowed rejection damages claim for rejection of the Letter Agreement.

encompasses proceeds from draws under the contemplated Exit Facility[9], the Exit Facility appears to offer—at most—an additional $20 million in liquidity

24. It is unclear how the Debtors' Plan would be feasible if all of the unrestricted cash was needed to only partially satisfy LFL's rejection damages claim under the Letter Agreement, and, even accounting for the *possible* additional $20 million of liquidity under the Exit Facility, satisfaction of a $70,180,800.00 rejection damages claim would leave the Debtors with a fraction of their projected liquidity upon emergence. Even if damages are ultimately allowed at a lower amount, the Debtors' ability to perform under the Plan could still be substantially impacted.

25. Thus, LFL and Trans Global object to the Plan to the extent payment of an Allowed rejection damages claim for rejection of the Letter Agreement would render the Debtors unable to satisfy Section 1129(a)(11)'s feasibility requirement and, otherwise, request the Debtors be required to set aside a reserve sufficient to satisfy any Allowed rejection damages Claim attributable to rejection of the Letter Agreement.

CONCLUSION

For the reasons set forth above, LFL and Trans Global respectfully request that the Court sustain this objection and grant LFL and Trans Global any further relief as is just and proper.

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[9] The Exit Facility encompasses: (i) First Out Exit Term Loans, which will be comprised by converted DIP Term Loans, offering the Debtors what appears to be the remaining $20 million from the DIP Facility, to be drawn in two draws not to exceed $12.5 million per draw (Plan, Article II.B); and (ii) Second Out Exit Term Loans, which will, essentially, satisfy the Prepetition 1L Term Loan Claims by converting them into postpetition debt, thus offering the Debtors no additional liquidity. *See* Plan, Article III.B.3.

Dated: May 6, 2024
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II
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Michael D. Morfey
Texas Bar No. 24007704
Joseph P. Rovira
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Counsel for Leon's Furniture Limited, Trans Global Insurance Company and Trans Global Life Insurance Company

CERTIFICATE OF SERVICE

I certify that on May 6, 2024, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

This is Exhibit “M” referred to in the Affidavit of Douglas D. Clark sworn before me on May 13, 2024 by videoconference in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner: Alec Hoy
LSO#: 85489K

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
	)	
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
	)	
Debtors.[1]	)	(Jointly Administered)
	)	(Emergency Hearing Requested)

DEBTORS' EMERGENCY MOTION TO ESTIMATE UNLIQUIDATED CLAIM OF LEON'S FURNITURE LIMITED, TRANS GLOBAL INSURANCE COMPANY, AND TRANS GLOBAL LIFE INSURANCE COMPANY

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. (prevailing Central Time) on May 14, 2024. If the Court considers the motion on an emergency basis, then you will have less than 21 days to answer. If you object to the requested relief or if you believe that the emergency consideration is not warranted, you should file an immediate response. Otherwise, the Bankruptcy Court may treat the pleading as unopposed and grant the relief requested.

A hearing will be conducted on this matter on May 14, 2024, at 1:30 p.m. (prevailing Central Time) in Courtroom 404, 4th Floor, 515 Rusk Street, Houston, TX 77002. Participation at the hearing will only be permitted by audio and video connection.

Audio communication will be by use of the Bankruptcy Court's dial-in facility. You may access the facility at 832-917-1510. Once connected, you will be asked to enter the conference room number. Judge Isgur's conference room number is 954554. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Isgur's home page. The meeting code is "JudgeIsgur". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Isgur's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state the following in support of the *Debtors' Emergency Motion to Estimate Unliquidated Claim of Leon's Furniture Limited, Trans Global Insurance Company, and Trans Global Life Insurance Company* (the "Motion"):

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

Preliminary Statement[2]

1. In their Objection filed on May 6, 2024, TGI and LFL allege that they are entitled to approximately $70 million in lost profit damages related to the Debtors' decision not to pursue a transfer of certain credit insurance programs to TGI. This unliquidated and unlitigated claim is based on two three-page letters of intent and an unsigned final Program Agreement that includes a $5 million CAD cap on damages if the program is not launched (the "Damages Cap"). For TGI and LFL to be successful on this claim, they must ultimately prove that there was a binding contract. While the Debtors do not concede that a binding agreement was reached, *if* there is a binding contract, TGI and LFL do *not* get to pick and choose which provisions of that agreement will be enforced.

2. The Debtors do not ask the Court to determine whether an enforceable and biding contract exists today. The Debtors ask this Court to determine only that in negotiating the final agreement, the parties agreed to an upper limit of $5 million CAD (roughly $3.64 million in USD) for any breaches for the failure to launch such as the one asserted in the TGI Claim. In other words, even if TGI and LFL can prove that an agreement exists and that they are entitled to damages, they must live by the terms they agreed to, including the Damages Cap. The Debtors thus seek an order from the Court estimating the TGI Claim at no more than $3.64 million USD.

3. Estimation at this time is necessary because in using the wholly speculative alleged damages of $70 million USD, TGI and LFL have objected (i) to CURO's rejection of the letters of intent as not supported by business judgment; and (ii) to CURO's proposed Plan[3] as not feasible.

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[2] All capitalized terms not otherwise defined shall have the meaning ascribed to such terms below.

[3] The "Plan" means the *Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* [Dkt. No. 119] (as modified, amended, or supplemented from time to time).

Neither objection has merit, and both are asserted in an apparent effort to hold the proposed Plan hostage.[4]

4. The Debtors request relief on an emergency basis that the Court estimate that the TGI Claim is valued at no more than $3.64 million so that Plan confirmation can move forward while the TGI Claim is resolved in due course.

Relief Requested

5. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto (the "Order") to estimate that the TGI Claim is valued at no more than $3.64 million for purposes of assessing feasibility at the Combined Hearing and for confirmation of the Debtors' proposed Plan. In support of the Canadian legal principles cited herein, the Debtors attach the *Declaration of Lara Jackson* (the "Jackson Declaration").

Jurisdiction and Venue

6. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court.

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The bases for the relief requested herein are sections 105, 502, and 505 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 9013-1(i) of the Local Bankruptcy Rules for the Southern District of Texas (the "Bankruptcy Local Rules").

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[4] Further response to the Objection is forthcoming in the *Debtors' Memorandum of Law in Support of an Order (I) Approving the Disclosure Statement on a Final Basis and (II) Confirming the Joint Prepackaged Plan of Reorganization of Curo Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* that will be filed in advance of the Combined Hearing.

Background

A. The Debtors' Credit Insurance Business

9. The Debtors and their direct and indirect subsidiaries (collectively, the "Company") provide a full spectrum of consumer credit lending services across the U.S. and Canada. In the U.S., the Company operates under several principal brands, including "Heights Finance," "Southern Finance," "Covington Credit," "Quick Credit," and "First Heritage Credit." In Canada, the Company operates under the "Cash Money" and "LendDirect" brands (the "Canadian Affiliates"), through Debtors Curo Canada Corp. and LendDirect Corp. (the "Canadian Debtors"). As of March 25, 2024 (the "Petition Date"), the Company operated approximately 400 store locations across 13 U.S. states and approximately 150 stores in eight Canadian provinces and had an online presence in eight Canadian provinces and one territory.[5]

10. Among other offerings, the Canadian Affiliates offer credit insurance to customers through agreements with third party insurance providers. Broadly speaking, credit insurance pays off some portion of a policyholder's minimum debt payments on their loan obligations in the event of certain conditions such as loss of employment, injury, or disability.

B. The Letters of Intent and the Program Agreement

11. On May 26, 2021, CURO Group Holdings Corp. ("CURO") and the Canadian Debtors entered into a letter of intent (the "2021 LOI") with Leon's Furniture Limited ("LFL") regarding the transfer of the Canadian Affiliates' credit insurance program to LFL's wholly owned subsidiaries, Trans Global Insurance Company and Trans Global Life Insurance Company (collectively, "TGI").[6] The 2021 LOI established some terms of the contemplated transfer, but

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[5] Further description of the Debtors' businesses is set forth in the *Declaration of Douglas Clark in Support of Chapter 11 Petitions and First Day Motions* filed on the Petition Date [Dkt. No. 8].

[6] TGI is an insurance company offering a variety of products to Canadian consumers, including credit insurance.

left other material terms open and was itself subject to the condition that "the relevant parties enter into written agreements governing such credit insurance programs." Ex. 1 at 2. The parties agreed that the 2021 LOI would terminate once the contemplated program agreements were executed, and that the parties would "use commercially reasonable efforts to ensure" that a formal agreement was executed by the parties. *See id.*

12. On July 29, 2023, in connection with the Debtors' sale of Flexiti Financial Inc. ("Flexiti"), CURO, the Canadian Debtors, and LFL executed a supplement to the 2021 LOI (the "2023 LOI" and, together with the 2021 LOI, the "LOIs"). Ex. 2. The 2023 LOI "confirm[ed] that the [2021 LOI] remains in full force and effect." Ex. 2 at 1.

13. In addition to reaffirming the 2021 LOI, the 2023 LOI included additional terms that "shall be incorporated in the [2021 LOI], and will become part of the formal agreement to be entered into by CURO, the Canadian Affiliates and LFL and/or its assignee(s), as contemplated by the [2021 LOI]." Ex. 2 at 1-2. Consistent with the 2021 LOI, the 2023 LOI provided that its terms would govern only until the contemplated program agreement was put in place, and that the parties "agree to use best efforts to ensure such agreement is executed by October 30, 2023." *Id.* at 3.

14. Following execution of the LOIs, CURO, the Canadian Debtors, and TGI continued negotiating terms to be included in a written, binding program agreement governing the anticipated credit insurance programs. These terms, along with the terms previously established in the LOIs, were set forth in an unsigned program agreement (the "Program Agreement"). *See* Ex. 3. Unlike the LOIs, the Program Agreement included a merger clause and purported to be the definitive agreement governing the parties' commercial relationship regarding the credit insurance program. Ex. 3 at 28 (Program Agr. ¶ 17.15).

15. Among the finalized terms included in the Program Agreement was an express Damages Cap limiting liability to $5 million CAD (approximately $3.64 million in US dollars) for either party's failure to launch the credit insurance program. Ex. 3 at 11-12, 22 (Program Agr. ¶¶ 3.4, 12.2(c)).[7] The parties specifically bargained for this provision, with CURO and the Canadian Debtors initially proposing that the parties be entitled to *no* consequential or lost profits damages for either side's breach of Paragraph 3.4 (regarding program launch). *See* Ex. 4 at 21 (comments to Program Agr. ¶ 12.2(c)). When that proposal was rejected, the parties bargained for a total monetary damages cap for *any* damages related to the failure to launch, ultimately landing at an agreed-upon cap of $5 million CAD. *See id.* Agreement to this provision and limitation was separately confirmed via email by a representative of TGI. *See id.* at 1.

C. The Debtors Face Financial Straits and Reevaluate the LOIs and Program Agreement

16. During the period preceding the bankruptcy as the Debtors were evaluating ways to boost liquidity and to lower costs, the Debtors decided to reevaluate whether going forward with the launch described in the Program Agreement was in the best interests of the Company.

17. During that process, it became increasingly clear to the Debtors that a transition of its credit insurance third party provider to TGI was not commercially reasonable based on the technical complexity of any transition, the lost revenue to the Debtors that would occur during the transition, the improved terms that the Debtors were able to secure with its existing insurance provider (including unlocking $6 million USD of cash as a result of the revised terms), and the overall costs of any transition. For example, if the Debtors moved forward with the transition of credit insurance providers to TGI, the Debtors would have been required to operate dual credit

[7] The Program Agreement provides that, unless otherwise stated, all listed dollar amounts are in Canadian Dollars. Ex. 3 at 26 (Program Agr. ¶ 17.5).

insurance programs for both their incumbent provider and TGI, which would have been technologically challenging and costly to implement. Conversely, the Debtors in the meantime renegotiated more favorable economic terms with their existing credit insurance provider. In other words, there was no operational or financial cost to staying with their incumbent provider versus an extensive amount of costs and operational difficulties in switching to TGI.

18. Given these concerns, the Debtors ultimately exercised their business judgment not to proceed with the TGI relationship. On the Petition Date, the Debtors informed TGI that CURO and the Canadian Debtors would not move forward with using TGI for the provision of credit insurance. This decision involved balancing of several factors, including the burden and cost involved in the potential transfer to TGI, as well as the anticipated limited liability of the Company if the Debtors determined not to move forward—which the Debtors understood as limited to the amount of the Damages Cap.

19. As a result of the Debtors' decision, the parties did not sign the Program Agreement, and the Debtors do not anticipate the agreement will ever be signed. To avoid any ambiguity with respect to the LOIs, the Debtors formally rejected the LOIs in their Plan Supplement, filed on April 30, 2024. *See* Dkt. No. 283 at 202 (Ex. E).[8]

D. The TGI Claim

20. On May 6, 2024, LFL and TGI filed *Leon's Furniture Limited's, Trans Global Insurance Company's, and Trans Global Life Insurance Company's Objection to: (i) Debtors'*

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[8] As noted in the Plan Supplement, the Debtors' inclusion of the LOIs on their Executory Contract list is not intended and shall not be construed as: (a) an admission that any such contract is an executory contract; (b) an admission of validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law on the basis of such contract; (c) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (d) a promise or requirement to pay any claim; or (e) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law. Dkt. No. 283 at 200-01 (Ex. E).

Rejected Executory Contract and Unexpired Lease List and Proposed Rejection of the Letter Agreement; and (ii) Confirmation of Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified) [Dkt. No. 293] (the "Objection"), in which they contend they have a claim for lost-profits of not less than approximately $70 million USD. Dkt. No. 293 ¶ 11. LFL and TGI arrive at this staggering figure, which has shifted over time,[9] by arguing that the LOIs obligate the Debtors to move forward with transferring the credit insurance business to TGI beginning in late 2024 and continue the business for eight years thereafter. *See id.* ¶¶ 7-11.

21. Despite explicitly acknowledging that "the parties fully negotiated transaction documents to further memorialize the [LOIs]," *id.* ¶ 9, LFL and TGI conspicuously ignore the Damages Cap contained in the same transaction documents. *See id.*

22. In the Objection, LFL and TGI also argue that the quantum of these alleged damages threatens the feasibility of the proposed Plan because the Plan's proposal to pay all unsecured creditors in full cannot be accomplished if the Court allowed the full TGI Claim. Dkt. No. 293 ¶¶ 20-25.

Procedural Posture

23. The Debtors are currently operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. On the Petition Date, the Court entered an order [Dkt. No. 15] authorizing the procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). No request for the appointment of a trustee or

[9] Since first threatening a claim for lost profits, TGI's calculation of its damages has fluctuated between $50 million, $71.6 million, and most recently $96 million CAD.

examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

24. On March 28, 2024, the Debtors filed the Plan. On April 30, 2024, the Debtors filed the supplement to the Plan. *Notice of Filing of Plan Supplement for the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Modified)* [Dkt. No. 283].

25. This Court will consider, among other things, the confirmation of the Plan, at the Combined Hearing. *See Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Extending the Time by which the U.S. Trustee Convenes a Meeting of Creditors and (VII) Granting Related Relief* [Dkt. No. 152] at 2 ¶ 2.

Basis for Relief

I. The Court Should Estimate the TGI Claim Under Section 502(c)

26. Bankruptcy Code section 502(c) provides for estimation of claims when necessary to avoid unduly delaying administration of a case. 11 U.S.C. § 502(c). Estimation serves at least two purposes. First, it helps the court "avoid the need to await the resolution of outside lawsuits to determine issues of liability or amount owed by means of anticipating and estimating the likely outcome of these actions." *In re Ford*, 967 F.2d 1047, 1053 (5th Cir. 1992). Second, estimation "promote[s] a fair distribution to creditors through a realistic assessment of uncertain claims." *Id.*

27. Courts in the Fifth Circuit interpret section 502(c) as creating "an affirmative, mandatory duty on a Bankruptcy Court to estimate an unliquidated or contingent claim if fixing or liquidating the claim would 'unduly delay' the reorganization proceeding." *In re Cont'l Airlines,*

Inc., 57 B.R. 842, 844 (Bankr. S.D. Tex. 1985); *In re Fairchild Aircraft Corp.*, No. 90-50257C, 1990 WL 119650, at *10 n.21 (Bankr. W.D. Tex. June 18, 1990) ("Section 502(c) is a *mandatory* provision."); *In re Trendsetter HR, LLC*, No. 16-34457, 2017 WL 4457435, at *9 (Bankr. N.D. Tex. Aug. 15, 2017).

28. Determining "undue delay" under Bankruptcy Code section 502(c), "'ultimately rests on the exercise of judicial discretion in light of the circumstances of the case, particularly the probable duration of the liquidation process as compared with the future uncertainty due to the contingency in question.'" *In re Roman Catholic Archbishop of Portland*, 339 B.R. 215, 222 (Bankr. D. Or. 2006) (quoting 3 *Collier on Bankruptcy* ¶ 502.03, p. 502-73 (15th ed. 1991)). Estimation of an alleged creditor's claim is particularly necessary where, as here, the amount alleged threatens to jeopardize consummation of a chapter 11 plan. *See In re Mud King Prods., Inc.*, No. 13-32101, 2015 WL 862319, at *4 (S.D. Tex. Feb. 27, 2015) (holding use of estimation process was proper where "no party is able to propose a meaningful plan of reorganization" until the value of the claim was determined) (quoting *In re Texans CUSO Ins. Grp. LLC*, 426 B.R. 194, 204 (Bankr. N.D. Tex. 2010)).

29. Here, estimating the TGI Claim will enable the Debtors and the Court to, among other things, determine whether the Plan is feasible and complies with the requirement set forth by the Bankruptcy Code. Likewise, estimation of the TGI Claim is important to avoid potential impediments to confirmation of the Plan—which has the overwhelming support from the holders of the Debtors' funded indebtedness. Bankruptcy Code section 502(c) is therefore well-suited to address these circumstances. Expedited estimation of the TGI Claim would facilitate the confirmation of a Plan and avoid any unnecessary delays at confirmation that would likely result in value degradation and cost to the detriment of all stakeholders.

II. The Court Should Estimate the Value of the TGI Claim as No Greater than $3.64 Million ($5 Million CAD) for Feasibility Purposes

A. The Agreed-Upon Damages Cap Should Be Enforced

30. At base, LFL and TGI allege they are entitled to lost-profit damages arising from breach of an obligation related to the transfer of the Debtors' credit insurance program to TGI. At some future point, the TGI Claim will be the subject of discovery and further legal analysis and arguments, including upon whether there was a binding obligation giving rise to such damages at all.[10]

31. However, for a claim of this nature to be viable, there must be an actual enforceable and binding agreement governing the transfer and implementation of these obligations. Assuming that there *was* such a binding agreement, the Damages Cap clearly would apply since it was an agreed upon term of the parties in negotiating the Program Agreement. As such, the Court should estimate the TGI Claim as having a value of no greater than $3.64 million for feasibility purposes.

32. Both Texas and Canadian law[11] recognize the fundamental principle that an agreement generally need not be in a specific form to be enforceable. *See, e.g.*, *Chalker Energy Partners III, LLC v. Le Norman Operating LLC*, 595 S.W.3d 668, 669 (Tex. 2020) ("In Texas, a deal is, of course, a deal. An agreement as to many things can be oral, sealed by a handshake, even

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[10] To be sure, the *actual* value of the TGI Claim may be zero if the Court determines the LOIs were not sufficiently definite to create binding obligations absent a final definitive agreement. However, the Court need not wade into that issue now.

[11] The LOIs do not contain choice-of-law provisions, but the Program Agreement does. *See* Ex. 3 at 26 (Program Agr. ¶ 17.6, providing for application of Canadian Law). In the absence of a choice-of-law clause, Texas courts use the Restatement's "most significant relationship test" to determine applicable law, taking into account factors such as the place of contracting, location of the subject matter of performance, and place of incorporation of the parties. *Heritagemark, LLC v. Unum Life Ins. Co. of Am.*, No. 4:22-cv-04513, 2023 WL 8622998, at *2 (S.D. Tex. Dec. 13, 2023). The Court need not engage in a conflicts of law analysis here, however, because there is no conflict between Texas and Canadian law on the dispositive issue in this case—whether the parties could reach a binding agreement as to a specific limit on damages separate from the LOIs themselves.

a $10.53 billion handshake."); *Lithium Royalty Corp. v. Orion Resource Partners et al.*, 2023 ONSC 4664 at para. 69; *see also* Jackson Decl. ¶ 11.

33. Here, the parties agreed on the Damages Cap for either party's failure to launch the credit agreement program. The cap was not a boilerplate provision in the draft Program Agreement; the parties explicitly negotiated the issues that are now live before the Court. In response to a proposed edit in the Program Agreement to prohibit lost-profits damages for a failure to launch the credit program, Marc Nantel of TGI responded:

> If there is a failure to launch, then the only likely damages that are available to either party are lost profits. Lost profits are expressly excluded under the Limitation of Liability as currently written. Therefore, 3.4 [regarding program launch] must be included [as an exception from the general prohibition of lost profit damages]. Note that this limitation of liability exclusion applies to both TG and the Canadian Affiliates . . .

Ex. 4 at 21 (comments to Program Agr. ¶ 12.2(c)). In reply, the Debtors proposed a total damages cap of $2.5 million CAD for breach of a failure to launch the credit program, to which TGI responded, "[w]ording ok, changing cap to $5M." *Id.* at 1, 21.

34. In substance, the parties' agreement to the Damages Cap was no different than any of the other preliminary terms the parties memorialized in the LOIs. All were negotiated for the purpose of being incorporated into the final Program Agreement. The only difference is form, which is not meaningful in this context. A court may consider evidence outside a written agreement to "explain or supplement its terms" where the agreement is "partially integrated"—i.e., internally complete but "not a final and complete expression of all the terms the parties have agreed upon." *See, e.g.*, *Probado Techs. Corp. v. Smartnet, Inc.*, No. C-09-349, 2010 WL 2232831, at *5-6 (S.D. Tex. June 2, 2010); *The York Grp., Inc. v. Horizon Casket Grp., Inc.*, No. H-06-0262, 2007 WL 2021763, at *4 (S.D. Tex. July 11, 2007).

35. Assuming the LOIs were binding contracts, they patently were not *fully integrated* contracts purporting to reflect the entirety of the parties' agreement. To the contrary, the LOIs *expressly contemplated* that the parties would agree upon additional terms to be incorporated into the framework which was begun by the LOIs and which would be completed upon executing the Program Agreement. *See, e.g.*, Ex. 1 at 2 (conditioning CURO's 2021 LOI commitments on "the relevant parties enter[ing] into written agreements governing [the] credit insurance programs"); Ex. 2 at 1 (providing list of terms in the 2023 LOI which "will become part of the formal agreement to be entered"). As such, the parties could—and did—agree to additional terms outside of the LOIs, including the Damages Cap.

36. Because the Damages Cap is enforceable to the same degree as the LOIs, the Court should estimate any damages for breach of the LOIs to be limited to a maximum of $3.64 million.

B. TGI Should Be Estopped by its Promise to the Damages Cap

37. Even assuming *arguendo* that (i) the LOIs *are enforceable* contracts, but (ii) the Damages Cap negotiated pursuant to the LOIs *is not an enforceable agreement*, TGI should still be bound to the Damages Cap under the doctrine of promissory estoppel.

38. "Promissory estoppel simply serves to 'estop[] a promisor from denying the enforceability of the promise.'" *Harford Fire Ins. Co. v. City of Mont Belvieu*, 611 F.3d 289, 395 (5th Cir. 2010) (quoting *Wheeler v. White*, 398 S.W.2d 93, 96 (Tex. 1966)). Both Texas and Canadian law recognize promissory estoppel defenses, generally requiring the same elements: (i) a promise, (ii) foreseeability of reliance by the promisor, and (iii) substantial reliance by the promisee. *See, e.g.*, *Gilbert v. Driven Brands Shared Servs., LLC*, No. 4:23-CV-01747, 2023 WL 9316919, at *5-6 (S.D. Tex. Dec. 11, 2023); *Trial Lawyers Association of British Columbia v. Royal & Sun Alliance Insurance Company of Canada*, 2021 SCC 47 at para 15, 17; Jackson Decl. ¶ 12.

39. Here, each element of a promissory estoppel claim is satisfied. First, the parties indisputably came to terms on the Damages Cap for either party's failure to launch the contemplated credit program. Ex. 3 at 1, 22; Ex. 4 at 1, 21. Second, given that the provision was specifically negotiated, TGI could reasonably foresee that CURO and the Canadian Affiliates might rely on the Damages Cap. *Cf.* Ex. 4 at 1, 21. Third, CURO relied on the agreement in determining not to move forward with the TGI relationship. Rather than needing to conduct a detailed liability analysis, the Damages Cap allowed the Debtors to weigh a maximum exposure of $3.64 million in their analysis of the benefits and disadvantages to the Company of choosing a different path forward. The Court should do the same in estimating the value of the TGI Claim for feasibility purposes.

40. TGI should be bound by its promise. The Court should enforce the Damages Cap regardless of whether the Court determines the cap is enforceable as a contract itself.

Reservation of Rights

41. Nothing contained herein or any actions taken pursuant to such relief requested is intended or shall be construed as (a) an admission as to the amount of, basis for or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in

interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

Basis for Emergency Relief

42. The Debtors respectfully request emergency consideration of this Motion in accordance with Bankruptcy Local Rule 9013-1(i). The Debtors contend that the relief requested in this Motion is critical given the upcoming Combined Hearing (only six days away, on May 14, 2024) and, concomitantly, the TGI Claim's ramifications to Plan feasibility and other Plan confirmation requirements set forth in the Bankruptcy Code. Accordingly, the Debtors respectfully request that this Court approve the relief requested in this Motion on an emergency basis.

Notice

43. The Debtors will provide notice of this Motion to (a) the Office of the United States Trustee for the Southern District of Texas; (b) the entities listed on the Debtors' petitions as holding the largest 30 unsecured claims (on a consolidated basis); (c) counsel to the Prepetition 1L Agent; (d) counsel to the Prepetition 1.5L Notes Trustee; (e) counsel to the Prepetition 2L Notes Trustee; (f) counsel to the Ad Hoc Group; (g) counsel to Atlas Securitized Products Holdings, L.P. in its capacity as Administrative Agent; (h) counsel to Midtown Madison Management LLC as Heights II Administrative Agent and Canada II Administrative Agent; (i) the United States Attorney's Office for the Southern District of Texas; (j) the Internal Revenue Service; (k) the United States Securities and Exchange Commission; (l) the state attorneys general in the states where the Debtors conduct their business operations; (m) TGI and LFL; and (n) any party that has requested notice

pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no further notice is necessary.

WHEREFORE, the Debtors request entry of an order, substantially in the form of the Order filed with this Motion, granting the relief requested herein and granting such other relief as the Court deems just, proper, and equitable.

Dated: May 8, 2024
Houston, Texas

<u>/s/ Sarah Link Schultz</u>
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Proposed Counsel to the Debtors

Certificate of Accuracy

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Rule 9013-1(i) of the Local Bankruptcy Rules for the Southern District of Texas.

/s/ Sarah Link Schultz
Sarah Link Schultz

Certificate of Service

I certify that on May 8, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Sarah Link Schultz
Sarah Link Schultz

EXHIBIT 1

PRIVATE AND CONFIDENTIAL

May 26, 2021

Mr. Constantine Pefanis
Chief Financial Officer
Leon's Furniture Limited 45
Gordon MacKay Road
Toronto, Ontario M9N 2V6

Dear Mr. Pefanis:

Re: CURO Commitment re Trans Global Credit Insurance Programs in Canada

Re: Flexiti Financial Inc. ("Flexiti") and Leon's Furniture Limited ("LFL") Point-of-Sale Financing Program (the "Flexiti Program")

Further to the recent discussions between Flexiti and LFL in respect of Flexiti becoming the exclusive point-of-sale financing provider for LFL, its affiliates and its franchisees, and in consideration of same, CURO Group Holdings Corp ("CURO") commits to cause its Canadian affiliates, including Cash Money Cheque Cashing Inc. and LendDirect Corp. (collectively, "Canadian Affiliates") to transfer their credit insurance business to Trans Global Insurance Company and Trans Global Life Insurance Company, as applicable (collectively, "TGI"), upon termination or expiration of their existing agreements ("Existing Agreements"), and in any case no later than October 1, 2024.[1] CURO commits to ensure TGI is the exclusive provider of credit insurance for CURO's Canadian Affiliates by October 1, 2024 and with respect to any other credit insurance programs CURO may launch in Canada during the term of the Merchant Agreement
(as hereinafter defined).

CURO also commits to providing TGI a right of first offer with a 30 day exclusive negotiating period on any creditor insurance business it plans to launch in the United States during the term of the Merchant Agreement.

---

[1] The Canadian Affiliates are CURO's only affiliates in Canada other than Flexiti that offer consumer financing and promote credit insurance. The Canadian Affiliates each have agreements with Canadian Premier Life Insurance Company that expire or can be terminated effective October 1, 2024. These agreements include certain provisions that survive their termination.

Provided that the conditions set out below have been met, CURO further commits as follows:

(a) to the extent that the Existing Agreements permit the Canadian Affiliates to have new credit insurance business underwritten by TGI prior to termination or expiry of the Existing Agreements, CURO will use commercially reasonable efforts to implement same as soon as practical following commencement of the Flexiti Program;

(b) CURO will use commercially reasonable efforts to cause its Canadian Affiliates to transfer existing accounts with credit insurance coverage to TGI as soon as possible following the execution of the Merchant Agreement; and (c) CURO will facilitate and undertake a campaign to attempt to enroll eligible non-insured customers in TGI's coverage.

This commitment is subject to the following conditions:

1. Flexiti and LFL have entered into a merchant agreement by May 26, 2021 (the "Merchant Agreement"), and the Merchant Agreement remains in full force and effect at the time of the proposed transfer;
2. Flexiti continues to be the exclusive provider of point-of-sale financing for LFL, its affiliates and franchisees, in Canada;
3. TGI continues to be controlled by LFL (directly or indirectly); and
4. TGI agrees to contractual terms that reflect the contents of Schedule A attached in respect of the provision of credit insurance to the Canadian Affiliates, and the relevant parties enter into written agreements governing such credit insurance programs.

The obligations of CURO in this Letter Agreement shall survive any sale of CURO, Flexiti or the Canadian Affiliates, and shall be binding on all successors and assigns.

CURO and LFL agree that this Letter Agreement shall govern until such time as a more formal agreement is executed by the parties, and agree to use commercially reasonable efforts to ensure such agreement is executed by December 31, 2021.

____

Both LFL and CURO agree that the terms of this letter shall remain strictly confidential.

If you are in agreement with the foregoing, please signify your acceptance by signing below and returning a copy to us.

CURO GROUP HOLDINGS CORP.

Name: Donald F. Gayhardt
Title: CEO

CASH MONEY CHEQUE CASHING INC.

Name: Donald F. Gayhardt
Title: CEO

LENDDIRECT CORP.

Name: Donald F. Gayhardt
Title: CEO

Agreed to and accepted:

LEON'S FURNITURE LIMITED

Name: Constantine Pefanis
Title: CFO

SCHEDULE A

The following terms will be used to calculate CURO's commission related to the creditor insurance program with TGI.

(1) Upfront Commission
CURO Upfront Commission (UC) paid Monthly = Net Written Premiums (net of TGI approved refunds and cancellations) x Commission Rate (as per Table 1)

(2) Claims Savings Participation
Claims Savings Participation (CSP) will be calculated as follows:

Net Written Premiums (net of TGI-approved refunds and cancellations)

(-) CURO Upfront Commission
(-) Actual Claims Paid in the month
(-) Incremental TGI expense related to the performance of the services
(-) Carryforward losses from past months
(-) Applicable TGI insurer fee (as per Table 2)
(-) Premium Taxes
(=) Claims Savings Participation (CSP) Paid to CURO

Table 1 - Commission Rate Used for Calculation of CURO Upfront Commission (UC) paid Monthly	
Commission Rate	50%

Table 2 – Insurer Fee Retained by TGI	
Net Written Premiums in Applicable Month	TGI Insurer Fee
< $0.5M	24.00%
$0.5M - $1M	21.25%
$1M - $2M	18.50%
$2M - $3M	16.50%
$3M - $4M	15.50%
$4M - $5M	14.75%
$5M - $6M	13.85%
$6M - $8M	13.35%
>$8M	12.85%

CURO Total Commission/Compensation for any given month will be equal to the UC + CSP [(1) + (2)] above.

EXHIBIT 2

PRIVATE AND CONFIDENTIAL

July 29, 2023

Mr. Constantine Pefanis
Chief Financial Officer
Leon's Furniture Limited
45 Gordon MacKay Road
Toronto, Ontario M9N 2V6

Dear Mr. Pefanis:

Re: CURO Commitment re Trans Global Credit Insurance Programs in Canada pursuant to Letter Agreement between Leon's Furniture Limited ("LFL"), CURO Group Holdings Corp ("CURO"), CURO Canada Corp. f/k/a Cash Money Cheque Cashing Inc. and LendDirect Corp. (collectively, "Canadian Affiliates") dated May 26, 2021 (the "Letter Agreement")

In the Letter Agreement, CURO committed to cause the Canadian Affiliates to transfer their credit insurance business to Trans Global Insurance Company and Trans Global Life Insurance Company, as applicable (collectively, "TGI") on or before October 1, 2024[1]. LFL, CURO, and the Canadian Affiliates hereby confirm that the Letter Agreement remains in full force and effect, and confirm that they wish to amend the Letter Agreement as contemplated herein.

CURO has approached LFL and has advised that it intends to sell Flexiti Financial Inc. ("Flexiti") and has requested that LFL execute an amendment with respect to the Merchant Agreement between Flexiti and LFL effective May 26, 2021 (the "Merchant Agreement"). In consideration of LFL agreeing to execute the amendment to the Merchant Agreement, CURO agrees that the following provisions shall be incorporated in the Letter Agreement, and will become part of the formal agreement to be entered into by CURO, the Canadian Affiliates and LFL and/or its assignee(s), as contemplated by the Letter Agreement:

---

1 The Canadian Affiliates are CURO's only affiliates in Canada other than Flexiti that offer consumer financing and promote credit insurance. The Canadian Affiliates each have agreements with Canadian Premier Life Insurance Company that expire or can be terminated effective October 1, 2024. These agreements include certain provisions that survive their termination.

1. The initial term of the agreement between the Canadian Affiliates and TGI will be 5 years, with a 3 year right of first refusal extension for TGI. Auto-renewal periods thereafter, unless either CURO or TGI give at least 12 months' notice, prior to the expiration of the initial term or any renewal term, of its intention not to renew at the end of that particular term;

2. The initial term starts when the program officially launches

3. The Canadian Affiliates agree to actively offer the credit insurance program of TGI as long as they operate in Canada;

4. Table 2 – Insurer Fee Retained by TGI in Schedule A is hereby replaced with the following:

Table 2 – Insurer Fee Retained by TGI
14.00%

5. Monthly reporting to include: claims (total and by type), claims turnaround times, trends (ideally by the 10th of the following month)

6. Claims process ownership by TGI, including: digital claims portal available to customers (TGI will use commercially reasonable efforts to have this available at launch); problem-solving with CURO; dedicated TGI team member(s) for claims follow-up processes (including support for customer escalations in some instances where our call center is not able to assist)

7. One dedicated FTE assigned to the CURO relationship for the first ~6-12 months who will be the day-to-day person working on integration, troubleshooting, reporting, financial flows between the two companies (other team members to be available as needed for smooth transition)

8. TGI will work with CURO to launch a second product that excludes benefits for involuntary loss of employment

9. TGI and CURO will undertake 1-2 annual strategic planning sessions to discuss improvement opportunities, product roadmap, etc.—trading off hosting those meetings at CURO and TGI offices

10. TGI will construct and report on a customer satisfaction measurement and optimization program that would include gathering customer testimonials

11. The Claims Savings Participation (CSP) payment to CURO, as contemplated in Schedule A, will be made 3 months after the relevant monthly calculation.

12. TGI and CURO will launch official monthly project meetings starting in August 2023

The obligations of CURO in the Letter Agreement, as amended herein, shall survive the sale of Flexiti by CURO, and shall be binding on all successors and assigns. CURO and LFL agree that this Letter Agreement shall govern until such time as a more formal agreement is executed by the parties, and agree to use best efforts to ensure such agreement is executed by October 30, 2023.

Both LFL and CURO agree that the terms of this letter shall remain strictly confidential.

If you are in agreement with the foregoing, please signify your acceptance by signing below and returning a copy to us.

CURO GROUP HOLDINGS CORP.

Name: Doug Clark
Title: CEO

CURO CANADA CORP. f/k/a
CASH MONEY CHEQUE CASHING INC.

Name: Gary Fulk
Title: President

LENDDIRECT CORP.

Name: Gary Fulk
Title: President

Agreed to and accepted:

LEON'S FURNITURE LIMITED

Name: Constantine Pefanis
Title: CFO

EXHIBIT 3

Message

From: Marc Nantel [mnantel@tgins.com]
Sent: 1/23/2024 6:40:19 PM
To: Tracy Poulin [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=be21533fdee64a4ba455d6f841c1fca5-Tracy Pouli]; Jennifer Mathissen [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b943568c5d1e4ab09973e635b96a3116-Jennifer Ma]
CC: Moe Assaf [moe.assaf@lflgroup.ca]
Subject: RE: Creditor Insurance Program Agreement
Attachments: CURO - TG - Program Agreement - 23Jan2024 execution copy.pdf

Importance: High

Caution: This email was sent from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tracy and Jennifer,

The execution copy of the agreement is attached. Please send us the signed copy at your earliest convenience and Moe will countersign promptly.

Best regards. Marc

Marc Nantel | National Director

Trans Global Insurance Group
16930-114 Avenue, Edmonton, AB T5M 3S2
C: (780) 965-0701
E: mnantel@tgins.com

Please consider the environment before printing this email.

From: Tracy Poulin <TracyPoulin@curo.com>
Sent: Friday, January 19, 2024 11:11 AM
To: Marc Nantel <mnantel@tgins.com>
Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: RE: Creditor Insurance Program Agreement

HI Marc
I just sent over the MSA to you to prepare the execution copy. Jen will be back in the office on Tuesday. I expect we can have this wrapped up next week.

Tracy Poulin (she/her)
Director NA Ancillary Products

t: 905.510.0971
w: curo.com

CASHMONEY

1st Heritage Credit

From: Marc Nantel <mnantel@tgins.com>
Sent: Thursday, January 18, 2024 1:26 PM
To: Tracy Poulin <TracyPoulin@curo.com>
Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: RE: Creditor Insurance Program Agreement
Importance: High

Caution: This email was sent from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tracy,

Please advise on the latest turn of the program agreement below. If all is in order, I will promptly draw up a clean copy for execution.

Best regards. Marc

Marc Nantel | National Director

Trans Global Insurance Group
16930-114 Avenue, Edmonton, AB T5M 3S2
C: (780) 965-0701
E: mnantel@tgins.com

Please consider the environment before printing this email.

From: Tracy Poulin <TracyPoulin@curo.com>
Sent: Monday, January 15, 2024 4:23 PM
To: Marc Nantel <mnantel@tgins.com>
Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: RE: Creditor Insurance Program Agreement

Thank you for the quick turnaround.

We will review tomorrow morning with the team and get back to you.

Tracy Poulin (she/her)
Director NA Ancillary Products

t: 905.510.0971
w: curo.com

CASHMONEY LENDDIRECT

From: Marc Nantel <mnantel@tgins.com>
Sent: Monday, January 15, 2024 6:04 PM
To: Tracy Poulin <TracyPoulin@curo.com>

Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: RE: Creditor Insurance Program Agreement

Caution: This email was sent from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tracy,

Here is the latest turn of the program agreement. Almost there ☺

Article 3.5 (n): ok to keep 'materially'.
Article 8.4: If removing 'directly related to the credit insurance program', then should also remove 'unduly burdens', otherwise it is too general and ambiguous.
Article 12.2 (c): ok with the wording and changing cap to $5M.

Please review and advise if you would like to discuss further. Best regards. Marc

Marc Nantel | National Director

Trans Global Insurance Group
16930-114 Avenue, Edmonton, AB T5M 3S2
C: (780) 965-0701
E: mnantel@tgins.com

Please consider the environment before printing this email.

From: Tracy Poulin <TracyPoulin@curo.com>
Sent: Thursday, January 11, 2024 3:46 PM
To: Marc Nantel <mnantel@tgins.com>
Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: Creditor Insurance Program Agreement

HI Marc
I apologize on the delay getting this back to you. I have attached the MSA and US Agreement with our changes. Please let me know if you have any questions or want to get our teams on a call to further discuss.

US Agreement:
- We've kept the language as agreed upon in the original Letter Agreement.

Program Agreement:
- We are ok with the language stating that the Schedules are subject to finalization prior to launch
- We accept the change to section 3.5 (e)
- We reinserted the "materiality" requirement in section 3.5(n) and added a comment.
- We accept their change to section 3.8.
- We rejected their change to section 8.4 and added a comment.
- We made changes to section 12.2 (c)

Tracy Poulin (she/her)
Director NA Ancillary Products

t: 905.510.0971

| w: curo.com

CASHMONEY LENDDIRECT

SOUTHERN FINANCE

PROGRAM AGREEMENT

This Program Agreement (the "**Agreement**") is entered into as of **23rd day of January, 2024** (the "**Effective Date**"), amongst

CURO Canada Corp.
f/k/a Cash Money Cheque Cashing Inc. ("Cash Money"),
a corporation incorporated under the laws of Ontario,

LendDirect Corp. ("**LendDirect**"),
a corporation incorporated under the laws of Alberta,
("Cash Money" and "LendDirect" collectively referred to as "Canadian Affiliates")

Trans Global Insurance Company ("TGI"),
an insurance company incorporated under the laws of Alberta

Trans Global Life Insurance Company ("TGLI"),
an insurance company incorporated under the laws of Alberta
("TGLI" and "TGI collectively referred to as "**TG**").

WHEREAS:

A. Canadian Affiliates are in the business of providing financial products to Canadian consumers, including lines of credit;

B. Cash Money, LendDirect, CURO Group Holdings Corp., and Leon's Furniture Limited ("LFL") pursuant to a Letter Agreement dated May 26, 2021, as amended on July 29, 2023 (the "**Letter Agreement**") agreed, *inter alia*, to commit the Canadian Affiliates to actively offer an insurance program underwritten by TG in accordance with the terms of the Letter Agreement;

C. TGI and TGLI are wholly owned indirect subsidiaries of LFL;

D. TGI has agreed to underwrite certain coverages including the involuntary unemployment coverage, for the payment protection program in Canadian provinces other than Quebec, as well as unpaid family leave support, and lifetime milestone support; and

E. TGLI has agreed to underwrite the life and dismemberment, disability and critical illness coverages for the payment protection program in all Canadian provinces except Quebec, and any potential future involuntary unemployment, life and dismemberment, disability and critical illness coverages for the payment protection program in the province of Quebec.

F. Cash Money and LendDirect do not intend to carry on business in Quebec as of the Effective Date, however should Cash Money and LendDirect change their intention to carry on business in Quebec, this Agreement will serve as the basis for the provision of Credit Insurance to customers of Cash Money and LendDirect in Quebec by TGI and TGLI;

G. The Canadian Affiliates agree to offer in connection with their consumer financing offerings, a credit insurance program underwritten by TG for eligible Debtors, in exchange for premium payments, and TG will

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be the exclusive provider of new credit insurance enrollments for Canadian Affiliates by October 1, 2024, recognizing that full implementation may be effected over the course of several days, but in any event no later than November 15, 2024.

H. Canadian Affiliates will use commercially reasonable efforts to request of its current Credit Insurance provider to transfer existing accounts with credit insurance coverage to TG following the execution of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

ARTICLE 1

INTERPRETATION AND DEFINITIONS

1.1 Interpretation. The recitals form part of and are included in this Agreement.

1.2 Definitions. Except as otherwise specifically indicated, the following terms shall have the indicated meaning:

"**Act of Insolvency**" means any of the following acts by a named party:

(i) a party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(ii) a party ceases to carry on business in the ordinary course;

(iii) a party institutes any proceeding, takes any corporate action, or executes any agreement to authorize its participation in or the commencement of any proceeding seeking:

(A) to adjudicate it a bankrupt or insolvent; or

(B) liquidation, dissolution, winding-up, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, or compromise of debts or other similar laws; or

(C) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets; or

(D) a creditor or any other person or entity privately commences any proceeding against or affecting a party (except if and for so long as such proceeding is being contested in good faith by appropriate proceedings by such party) seeking:

(a) to adjudicate it a bankrupt or insolvent;

(b) liquidation, dissolution, winding-up, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, compromise of debts or other similar laws; or

(c) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets.

"**Affiliate**" shall mean any other Person that is controlled by or is under common control with such Person.

"**Agreement**" shall mean this Program Agreement, including all Schedules, attachments, addenda, and Schedules referred to herein, as it or they may be amended from time to time.

"**Applicable Law**" shall mean, with respect to any named party or the Program, any law, rule, statute, regulation, order, judgement, decree, treaty, voluntary code or other requirement having the force of law issued by any governmental, judicial, legislative, executive, administrative or regulatory authority of Canada or any province or political subdivision thereof relating or applicable to such party or the Program at the relevant time.

"**Applicant**" shall mean an individual who applies for Insurance Products during the term of this Agreement.

"**Applications**" shall mean the fully completed form of application for Insurance Products, whether in paper or electronic format, that has been completed by an Applicant when applying for Insurance Products.

"**Audit Representative**" means the person or persons designated by a party who are duly qualified to conduct an audit as provided in this Agreement.

"**Business Day**" shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Ontario.

"**Calendar Day**" shall mean every day on the calendar, including weekends and public holidays.

"**Certificate**" means evidence of the Credit Insurance, in the form attached hereto as Schedule F, afforded by TG to Debtors who agree to purchase such Credit Insurance.

"**Change of Control**" means:

(i) the sale of all or substantially all of the assets of a party to this Agreement to an arms-length third Person;

(ii) a reorganization, amalgamation, or consolidation to which a party to this Agreement is a party, if the shareholders of the party to this Agreement immediately prior thereto own or control, directly or indirectly, less than a majority of the voting rights attached to the securities immediately thereafter;

(iii) the acquisition by an arms-length third Person of beneficial ownership or control of the voting rights attached to the securities of a party to this Agreement which permit the election of a majority of the board of directors of that party to this Agreement; or

(iv) any other transaction, whether through change in directorships or otherwise, which has the effect of substantially changing the persons entitled to direct the affairs of a party to this Agreement.

Notwithstanding the above, a Change of Control shall be deemed not to have occurred if:

(A) the shareholders owning more than ten (10%) percent of the common shares prior to the transaction in question continue to hold either individually or among them a majority of the outstanding voting securities;

(B) all parties to the transaction in question are Affiliates; or

(C) the ultimate beneficial ownership of the party to this Agreement that was involved in the transaction remains unchanged.

"**Claims**" shall mean all claims, counterclaims, contentions, actions, suits, proceedings, lawsuits, defences, or offsets raised or asserted by a third party or Debtor whether well founded, baseless, or otherwise.

"**Complaint**" shall mean an expression of dissatisfaction about the Program or the coverage under the Master Policies, or services related thereto, which expression of dissatisfaction is either escalated beyond the first point of contact or communicated in writing.

"**Confidential Information**" shall have the meaning given to it in Paragraph 16.1.

"**Credit Insurance**" shall have the meaning given to it in Paragraph 3.1.

"**Debtor**" shall mean an individual who has credit financed by Canadian Affiliates pursuant to a Debtor Agreement in the name of the individual including without limitation a loan, line of credit, credit card, or other debt.

"**Debtor Account**" shall mean the account established and administered by the Canadian Affiliate for the provision of credit to the Debtor pursuant to the Debtor Agreement.

"**Debtor Agreement**" shall mean the agreement between the Debtor and the Canadian Affiliate for the provision of a financial product providing credit to the Debtor by the Canadian Affiliate.

"**Debtor List**" shall mean the list, or any portion thereof, of the names, street addresses and e-mail addresses and phone numbers of Applicants and Debtors.

"**Disclosures**" shall mean the descriptions of the terms governing Credit Insurance for the Insured Debtor which are disclosed on the Master Policies and Certificates.

"**Dispute**" shall have the meaning given to it in Paragraph 17.8.

"**Event of Default**" shall mean:

(i) the material breach of a representation or warranty made under Article 10 or Article 11; or
(ii) the material failure to perform a material covenant, duty or obligation under this Agreement.

"**Force Majeure Event**" shall have the meaning given to it in Paragraph 17.1.

"**Governmental or Regulatory Authority**" means, with legal authority:

(i) any federal or provincial government, governmental department, agency, commission, board, including the Financial Consumer Agency of Canada (FCAC) and the Office of the

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Superintendent of Financial Institutions (OSFI), tribunal, any official or minister of any government or any court or other law, rule or regulation-making entity; and

(ii) any regulatory authority having jurisdiction over Canadian Affiliates, TG, and any of their Affiliates.

"**Initial Term**" shall have the meaning given to it in Paragraph 8.1.

"**Indemnified Party**" shall have the meaning given to it in Paragraph 12.2(a).

"**Indemnifying Party**" shall have the meaning given to it in Paragraph 12.2(a).

"**Insurance Materials**" means any document pertaining to the Program and/or coverage under the Master Policies, including Certificates, Applications, claims forms, product guides, brochures, advertising and other promotional material used in connection with the Master Policies.

"**Insurance Products**" means the insurance product evidenced by the Master Policies that may include the following coverages:

- the loss of employment and unpaid family leave support, and lifetime milestone support product from TGI;
- the life insurance, disability and critical illness product from TGLI; and
- lifetime milestone support from TGI;

and any new credit insurance products for which TGI or TGLI may from time to time make available to its customers.

"**Insured Debtor**" shall mean a Debtor who purchased Credit Insurance and whose Credit Insurance remains in good standing.

"**Intellectual Property**" shall have the meaning given to it in Paragraph 9.2.

"Launch Date" means the date on or before October 1, 2024 that the Program is operational and live to Debtors as set out in paragraph 3.4 herein;

"**Losses**" shall mean all costs, damages, judgments, penalties, fines, losses and expenses whatsoever, including without limitation, reasonable legal fees, disbursements and court costs.

"**Master Policies**" shall mean TGI's Group Master Policies and TGLI's Group Master Policies, copies of which are attached hereto as Schedule A, C and Schedule B, D., respectfully.

"**Notified Party**" shall have the meaning given to it in Paragraph 17.8.

"**Owning Party**" shall have the meaning given to it in Paragraph 9.2.

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, and an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

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"**Personal Information**" means any personal identifiable information about a Prospect, Applicant, or Debtor.

"**Program**" shall mean the offering, by TG of Insurance Products to Debtors.

"**Prospect**" shall mean an individual who may be solicited by Canadian Affiliates to acquire an Insurance Product.

"**Renewal Term(s)**" shall have the meaning given to it in Paragraph 8.1.

"**Term**" shall mean the period comprised of the Initial Term and all Renewal Terms (if any).

"**TG"** means TGI and TGLI, both parties to this Agreement.

1.3 Construction.

(a) The words "**herein**," "**hereof**," **hereunder**," and other words of similar import refer to this Agreement as a whole, including the Schedules hereto, as the same may from time to time be amended or supplemented, and not to any particular Paragraph, Subparagraph or Clause contained in this Agreement. References herein to a Schedule, Article, Paragraph, Subparagraph or Clause refer to the appropriate Schedule, Article, Paragraph, Subparagraph or Clause in this Agreement.

(b) This Agreement shall be construed for all purposes to have been prepared and equally drafted by the parties hereto. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

(c) Unless otherwise provided herein, whenever the terms "**month**," "**month-end**" or "**monthly**" are used in this Agreement, they shall refer to calendar months.

(d) The headings contained herein are for convenience of reference only and are not intended to define, limit, expand or describe the scope or intent of any provision of this Agreement.

1.4 Schedule. The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULE

A TGI Group Master Policy for Cash Money (subject to final agreement prior to launch)
B TGLI Group Master Policy for Cash Money (subject to final agreement prior to launch)
C TGI Group Master Policy for LendDirect (subject to final agreement prior to launch)
D TGLI Group Master Policy for LendDirect (subject to final agreement prior to launch)

E Commission Rates
F Insurance Certificate (subject to final agreement prior to launch)
G Privacy Policy
H Territories

ARTICLE 2

SCOPE

2.1 Program. This Agreement provides for the marketing, sale, implementation and maintenance of the Program that will be offered by the Canadian Affiliates as set forth herein, in the jurisdictions as set out in Schedule H or as otherwise agreed to by the parties from time to time (the "Territories").

ARTICLE 3

CREDIT INSURANCE

3.1 Nature of Credit Insurance. During the Term, the Canadian Affiliates will offer on an exclusive basis to Debtors one or more Insurance Products under the Master Policies approved in writing by TG (**"Credit Insurance"**) in the Territories.

3.2 Solicitation of Insurance and Product Changes.

(a) Canadian Affiliates agree that TG has granted the Canadian Affiliates the right to solicit, promote and arrange for Credit Insurance relating to insuring the amounts advanced by the Canadian Affiliates to Debtors from time to time under the account of a Debtor. Canadian Affiliates agree that TG is the Canadian Affiliates' exclusive provider of Credit Insurance. Nothing herein requires the Canadian Affiliates to cause TG to provide insurance products other than Credit Insurance and other products that are in place as of the Effective Date, however Canadian Affiliates agree to afford TG the opportunity to bid for the provision of such Insurance Products other than Credit Insurance in the event that after the Effective Date the insurer providing such products to the Canadian Affiliates transfers or assigns the right to provide such products to the Canadian Affiliates or its customers or otherwise ceases to provide such insurance products to the Canadian Affiliates or their customers.

(b) TG may reasonably change the Credit Insurance, other than a change on the commission rates as described in Schedule E, at any time by providing notice to the Canadian Affiliates of such changes not less than sixty (60) days prior to such changes taking effect, except for regulatory changes, and in any event prior to such changes taking effect.

(c) TG reserves the exclusive right to set and change the pricing of the Insurance Products, provided TG will discuss any proposed changes to Insurance Product pricing with the Canadian Affiliates in advance of a change.

3.3 Marketing the Program

TG and the Canadian Affiliates will work together to develop, initiate and implement marketing initiatives to promote the Program if the parties determine such efforts are required. Costs of marketing will be borne by the party whose channels are used for such marketing unless the parties otherwise agree in writing. Any marketing initiatives outside of the established channels of the parties will be discussed by the parties and be subject to any agreement in writing by the parties including the apportionment of costs and resources and the rights to approve such marketing.

3.4 Program Launch

Unless otherwise mutually agreed by the parties in writing, the parties will use good faith efforts to cause the Program to launch, be operational and be available to Debtors on such date that is no later than October 1, 2024. If the Parties mutually agree that if the Program is not ready to launch on or before October 1, 2024, the parties will regularly meet and confer in good faith to determine what is needed to launch as soon as possible and prepare a written action plan to effect the launch.

Following the program launch, there will be a phased rollout of the Program, and the parties will work diligently and in good faith the ensure there is a full program launch on or before October 31, 2024, but in any event no later than November 15, 2024.

3.5 Undertakings of the Canadian Affiliates

The Canadian Affiliates undertake and agree that:

(a) the Canadian Affiliates will offer Credit Insurance on all eligible Debtor Accounts entered into after the Launch Date. Credit Insurance will only be offered to eligible Debtors and only through channels approved in advance by TG and will not offer Credit Insurance directly or indirectly through any other channels;

(b) the Canadian Affiliates will ensure that customers are informed that Credit Insurance is optional and not required or a pre-requisite to receiving financing;

(c) the Canadian Affiliates will ensure that Credit Insurance is offered and sold in accordance with the training materials approved by TG, including the disclosure to customers as may be required by TG or in accordance with Applicable Law;

(d) the Canadian Affiliates will as soon as is practicable advise and forward to TG any Complaints they receive in respect of the Credit Insurance;

(e) the Canadian Affiliates will notify and receive customer consent with respect to interjurisdictional transfer of customer information if required by Applicable Laws, and have in place such processes and security protocols including data recovery as would be prudent to ensure continued functionality and prevent any data or security breaches;

(f) the Canadian Affiliates will provide advance notice to TG of any material changes in their sales channels that impact the process and communications to potential customers in connection with the offering of Credit Insurance;

(g) all Credit Insurance premiums billed to Debtors for the prior month are payable (less the fees set forth in Paragraph 7.1 herein) to TG, or as otherwise reasonably directed by TG, by the 15th Calendar Day of each calendar month or portion thereof; provided that, if the 15th Calendar Day of the month is a weekend or holiday, then Premiums payable will be paid on the previous Business Day net of commissions payable to Canadian Affiliates in accordance with Article 7 herein;

(h) the Canadian Affiliates shall calculate the premium billed to the Debtor based on the details in the Insurance Certificate;

(i) the Canadian Affiliates shall collect premiums payable when it is due, in accordance with the terms of the financing extended to Debtors and the terms of the Credit Insurance;

(j) the Canadian Affiliates shall not use, publish or distribute, in connection with the Credit Insurance, any forms, documents and other material unless approved in advance by TG;

(k) the Canadian Affiliates will send to TG any of its advertising referencing Insurance Products, and TG shall diligently review the advertising and, if it deems appropriate to do so, will confirm approval for publication;

(l) the Canadian Affiliates will ensure that all inquiries related to coverage, exclusions, or claims however transmitted or communicated they receive in respect of Credit Insurance and the Program will be directed to TG and neither the Canadian Affiliates nor their agents and employees will respond to such inquiry other than referring the matter to TG;

(m) to the Canadian Affiliates' knowledge, if a Provincial or Federal Regulatory, Governmental or watchdog agency expresses concern or commences a formal investigation directly or indirectly related to the Program as offered by the Canadian Affiliates, or if the Canadian Affiliates are unable to comply with the obligations of this Agreement or the continuation of the Program, then the Canadian Affiliates will promptly notify TG unless such investigation or inquiry is required to be maintained confidentially;

(n) the Canadian Affiliates will materially comply with: (i) all Applicable Laws to its provision of services hereunder; (ii) the provisions of the Personal Information Protection and Electronic Documents Act (Canada) and Canada's Anti-Spam Legislation ("CASL"); (iii) the terms of TG's compliance guideline for distributors (iv) the terms of the Canadian Affiliates' privacy policy for Debtors; (v) the terms of TG's privacy policy for Applicants (attached as Schedule G); and (vi) other applicable privacy laws; as may be reflected in documentation provided to Debtors enrolling under the Master Policies or as otherwise agreed to by the Parties from time to time;

(o) the Canadian Affiliates will report to TG as soon as practicable, any known instance or reasonable suspicion of any data or cyber breach of Canadian Affiliates that involves Insured Debtors;

(p) the Canadian Affiliates shall report to TG, any known instance of material fraudulent or criminal activity on the part of any of its employees during the insurance enrollment process;

(q) the Canadian Affiliates will ensure their agents, representatives, or employees that are involved in Credit Insurance solicitation have satisfactorily completed training program approved by TG and have in place all licenses as may be required by Applicable Laws;

(r) the Canadian Affiliates will distribute documents, such as Certificates of Insurance, and agreed-upon marketing materials, as required by applicable insurance laws or any other Applicable Laws or reasonably directed by TG in connection with the enrollment of Debtors under the Master Policies;

(s) the Canadian Affiliates will participate in 1-2 annual strategic planning sessions to discuss improvement opportunities, product roadmap, and other items relevant to the Program; and

(t) the Canadian Affiliates will conduct official monthly project meetings starting in August 2023 and until the Launch Date to ensure a smooth Program launch.

3.6 Undertakings of TGI and TGLI

Each of TGI and TGLI undertakes and agrees to:

(a) comply with all existing and future applicable insurance laws;

(b) comply with: (i) all Applicable Laws to its provision or use of services hereunder; (ii) the provisions of the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information Protection Act (Alberta) and Canada's Anti-Spam Legislation ("CASL"); (iii) the terms of the Canadian Affiliates' privacy policy for Debtors; (iv) the terms of TG's privacy policy for Applicants; and (v) other applicable privacy laws; as may be reflected in documentation provided to Debtors enrolling under the Master Policies or as otherwise agreed to by the Parties from time to time;

(c) will report to the Canadian Affiliates as soon as practicable any known instance or reasonable suspicion of any data or cyber breach of TGI and/or TGLI that involves Insured Debtors;

(d) will as soon as is practicable advise and forward to the Canadian Affiliates any Complaints they receive in respect of the Credit Insurance;

(e) remit all taxes, including sales taxes, that the Canadian Affiliates have provided to TGI or TGLI, as the case may be, to the appropriate entities;

(f) act as the sponsoring agency for the Canadian Affiliates in all jurisdictions (for example, Alberta, Saskatchewan, Manitoba, and New Brunswick) that require a sponsoring agency for regulatory or licensing purposes;

(g) reasonably assist and advise the Canadian Affiliates with their licensing and regulatory compliance requirements;

(h) direct the Canadian Affiliates of the rate of tax to apply to each premium based on the province or territory of residence of each certificate holder;

(i) develop a digital claims portal and make it available to customers at the later of the Launch Date or October 1, 2024;

(j) problem-solve claims process issues collaboratively with Canadian Affiliates;

(k) dedicate team member(s) for the claims follow-up process, including support for customer escalations;

(l) assign one dedicated full-time employee to the relationship for the first 6-12 months who will be the day-to-day person working on integration, troubleshooting, reporting, financial flows between the two companies;

(m) work to launch a second product that excludes benefits for involuntary loss of employment;

(n) participate in 1-2 annual strategic planning sessions to discuss improvement opportunities, product roadmap, and other items relevant to the Program;

(o) construct and report on a customer satisfaction measurement program that will include gathering customer testimonials; and,

(p) conduct official monthly project meetings starting in August 2023 and until the Launch Date to ensure a smooth Program launch.

3.7 **Beneficiary of Policy of Insurance.** The named beneficiary of the Credit Insurance policies shall be Canadian Affiliates, and all proceeds shall be administered in accordance with this Agreement.

3.8 **Credit Insurance Following Termination or Assignment.** In the event of termination of this Agreement or the assignment of any Debtor Accounts or portion thereof, the provisions of this Article 3 shall remain in full force and effect with respect to Debtor Accounts which exist as of the date of termination or assignment until the earlier of: (i) the Debtor account is written off or fully paid; or (ii) the Debtor itself cancels the Debtor Account. This provision shall not apply for Debtor Accounts in default by the Debtor in accordance with the terms of the Debtor Agreement, including third party collections, and the Credit Insurance thereon has been cancelled or lapsed in accordance with the Master Policies. For greater clarity, in respect of Debtor Accounts, other than those that are in default and have been cancelled or lapsed, that are assigned, sold or transferred to an arm's length third party as part of an asset-backed securitization, the Canadian Affiliates will ensure that the billing and remittance of Credit Insurance Premiums on such Debtor Accounts will continue in accordance with this Agreement by the Canadian Affiliates or such arm's length third party acquiror of the Debtor Accounts until the Credit Insurance is terminated in accordance with the Master Policies.

ARTICLE 4

SYSTEMS PROCESSING OF INSURANCE CLAIMS

4.1 Claims Review. Claims submitted via the Claims Digital Portal or directly submitted to TG.

(a) TG will, as promptly as possible, notify the Canadian Affiliates of any claims they receive from Insured Debtors from time to time for processing of such claims.

(b) TG will administer and process claims in accordance with the terms of the Master Policies.

(c) Claims will be administered and paid in accordance with the Certificate. The Insured Debtor will be required to provide TG with consent and proof of loss forms as outlined in the Certificate.

4.2 Claims Review. Claims submitted via the Canadian Affiliates.

(a) Canadian Affiliates will promptly forward or refer to TG any claims or claim inquiries that they receive from Insured Debtors as reasonably directed by TG from time to time for processing of such claims.

(b) TG will receive, administer and process claims in accordance with the terms of the Master Policies.

(c) Claims will be administered and paid in accordance with the Certificate. The Insured Debtor will be required to provide TG with consent and proof of loss forms as outlined in the Certificate.

ARTICLE 5

RECORD RETENTION

5.1 Canadian Affiliates Record Retention. Canadian Affiliates will maintain electronic copy of their records of premiums charged and paid in respect of Insured Debtors for a period of at least seven (7) years from the date of closing of the Debtor account or for such other time period: (i) as may be required in order to perform its obligations under this Agreement; (ii) for purposes of any limitation period for actions as contemplated by Applicable Laws; or (iii) as otherwise required by Applicable Laws.

ARTICLE 6

REPORTING

6.1 Insurance Reports.

(a) Within ten (10) calendar days after the end of each calendar month, the Canadian Affiliates shall provide to TG monthly reports which shall have the following information:

(i) for the month, and by the jurisdiction of residence of Debtors, the total insurance premiums and associated provincial sales taxes charged to Debtors and the total insurance premiums remitted by Canadian Affiliates to TG;

(ii) the monthly insured Debtors;

(iii) the monthly insured balances by jurisdiction;

(iv) the monthly insurance cancellations;

(v) list of employees who have been trained;

(vi) list of employees who have been terminated;

(vii) such other information as may be agreed upon by the parties.

(b) The Canadian Affiliates also agree that they shall, upon reasonable request of TG, verify and provide full information to TG relating to whether a Debtor is insured, the premiums billed and due and the balance due on the Debtor Account at the time of a claim under a Master Policy

(c) TGI monthly reporting to include: new claims (total and type), active claims (total and type), dollar amount of benefits paid, approval rates, decline reasons, claims turnaround times, and trends;

(d) Reports shall be made available in the form and format as agreed upon by the parties. All reports will indicate which business line the respective premiums were generated in.

6.2 Reconciliation and Sales Report. The Canadian Affiliates shall provide TG with a monthly electronic reconciliation and sales report in the format mutually agreeable to the parties.

6.3 Other Reports. In addition to the information contemplated in this Agreement, the parties will provide each other such other reports as may be reasonably requested, in relation to the Program. The parties will use their respective commercially reasonable efforts to utilize existing systems and resources at no additional cost in order to produce such reports as may reasonably be requested; however, if they are not able to do so, then they shall first agree in writing on the reports to be produced, the process or reporting changes required to be effected to produce such reports, and the associated charges therefore, with each party acting reasonably.

ARTICLE 7

COMPENSATION

7.1 Fees. TG will compensate the Canadian Affiliates with commissions at the rates set out in Schedule E on premiums received by TG.

7.2 Taxes. TG shall direct the Canadian Affiliates of the rate of tax to apply to each premium based on the province or territory of residence of each certificate holder.

ARTICLE 8

TERM AND TERMINATION OF THE AGREEMENT

8.1 Term. The initial term starts upon the Effective Date and continues until five (5) years following the Launch Date of the program unless otherwise terminated in accordance with its terms (the "**Initial Term**"). After the Initial Term, TG will have the right to renew this Agreement for a further three (3) years, after which the Agreement will be automatically renewed for successive three (3) year terms (each, a "Renewal Term") unless twelve (12) months prior to the expiration of such

Renewal Term, as the case may be, one of the Parties gives notice to the others that it does not wish to renew the Agreement for the next Renewal Term.

8.2 **Termination by TG.** TG may terminate this Agreement at any time by providing not less than three hundred and sixty-five (365) days' notice of termination to Canadian Affiliates as a result of, in TG's reasonable discretion, material changes in the regulation of the Program that prevents TG from underwriting the involuntary unemployment, life and dismemberment, disability, or critical illness coverages for the Canadian Affiliates' Program for customers;

8.3 **Termination by the Canadian Affiliates.** The Canadian Affiliates may terminate this Agreement within ninety (90) days of a price change, effected by TG pursuant to Paragraph 3.2 (c) herein that the Canadian Affiliates have not agreed to and have refused or disputed in writing prior to the price change being effected, by providing not less than 90 days' notice of termination to TG from the date of delivery of such refusal or dispute of a price change. Such right to terminate in response to a price change is in the sole discretion of the Canadian Affiliates.

8.4 **Termination by the Canadian Affiliates.** If the Canadian Affiliates receive any letter, request or directive of any kind from any Governmental or Regulatory Authority, that prohibits, or restricts, the Canadian Affiliates from carrying out their obligations under this Agreement, or if there is a change in Applicable Law that in the reasonable discretion of the Canadian Affiliates prohibits or restricts the Canadian Affiliates from carrying out their obligations under this Agreement, or otherwise has a material adverse impact on the Canadian Affiliates, then the parties agree to meet in good faith and use their best efforts to agree on an amendment to this Agreement to comply with the change in Applicable Law or directive from the Governmental or Regulatory Authority. If the parties are unable to reach such an agreement, the Canadian Affiliates may terminate the Agreement on sixty (60) days' written notice to TG, unless such change Applicable Law requires immediate termination.

8.5 **Termination for Default.** In addition to any termination rights provided for specifically in this Agreement, any party may terminate this Agreement if an Event of Default occurs with respect to the other party and a notice of the Event of Default is delivered to the defaulting party specifying the nature of the Event of Default. If such Event of Default is not cured within thirty (30) days of written notice thereof, the non-defaulting party shall be entitled to terminate this Agreement immediately upon written notice to the other party.

8.6 **Return & Destruction of Documents.** Upon termination of this Agreement, a party shall, upon request of the other party, destroy all documents required to be retained under this Agreement. The party directed to destroy documents shall deliver written confirmation of such destruction and return to the other party upon completion thereof. Notwithstanding the foregoing, each party may retain a copy of the documents for regulatory and record-keeping purposes and such copy shall be deleted in accordance with the party's policies with respect to retention of records.

8.7 **Use of Promotional Materials.** The right of the Canadian Affiliates to use or distribute materials developed for use in the Program shall continue only so long as this Agreement remains in full force and effect.

8.8 **Survival.** Provisions that by their content are intended to survive the performance, termination, or cancellation of this Agreement shall survive the performance, termination, or cancellation of this Agreement, including, but not limited to, Articles 3, 4, 5, 6, 7, 9, 12, 15, and 16.

ARTICLE 9
INTELLECTUAL PROPERTY

9.1 **No Other Interests Granted.** Except as expressly provided herein, no property, license, permission or interest of any kind in or to the use of any trademark, trade name, colour combination, insignia or device of a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or non-performance of this Agreement or any part thereof. Each party agrees that it will in no way contest or deny the validity of, or the right or title of the other party in or to such trademark, trade name, colour combination, insignia or device, by reason of this Agreement, and will not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, no party will utilize any such trademark, trade name, colour combination, insignia or device of the other party in any manner that would materially diminish its value or harm the reputation of the other party. Notwithstanding the foregoing, each Party ("Licensing Party") hereby provides the other Party ("Licensee") with a non-exclusive right and license to use and reproduce the Licensing Party's name, logo, registered trademarks and service marks ("Proprietary Material") in connection with the Program, or otherwise in connection with the fulfillment of Licensee's obligations under this Agreement; provided, however, that (1) Licensee shall at all times comply with written instructions provided by Licensing Party regarding the use of its Proprietary Material (or otherwise cease use of such Proprietary Material), and (2) Licensee acknowledges that, except as specifically provided in this Agreement, it will acquire no interest in Licensing Party's Proprietary Material.

9.2 **Program Intellectual Property.** Each party shall continue to own such trademarks, trade names, service marks and other intellectual property including, without limitation, ideas, concepts, designs, specifications, models, processes, software systems, and technologies (hereinafter "**Intellectual Property**") owned or developed by such party (the "**Owning Party**") prior to the Effective Date or developed independently by such party on or after the Effective Date, notwithstanding the use thereof in connection with the Program. The other party shall be licensed to use the Owning Party's Intellectual Property during the term of this Agreement solely for the purpose of performing its obligations hereunder. Each party acknowledges that it is not acquiring any right, title or interest in the other party's Intellectual Property and agrees that it shall not attack the title or any rights of the Owning Party therein.

9.3 **Program Promotional Material.** Canadian Affiliates may not use, distribute or publish any Program promotional materials without the prior approval of TG.

9.4 **Effect of Termination.**

(a) Upon termination of this Agreement, any and all rights or privileges of each party to the use of the other party's Proprietary Material will cease. Notwithstanding the previous sentence, the parties shall have the right to continue to use the other party's Proprietary Material only as necessary to collect premiums on Insurance Products.

(b) Each party shall retain ownership of any of its own Intellectual Property.

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ARTICLE 10

TGI/TGLI REPRESENTATIONS AND WARRANTIES

10.1 TG Representations and Warranties.

Each of TGI and TGLI represents and warrants that:

(a) It is a corporation duly formed and validly subsisting under the laws of Alberta and is duly authorized and licensed to provide the Credit Insurance.

(b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) This Agreement and the consummation by TG of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of TG and upon execution and delivery hereof, will constitute the valid and binding obligation of TGI/TGLI and is enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).

(d) All Insurance Products have and will be provided in accordance with the terms of the Master Policies and this Agreement.

(e) The Master Policies, applications and all materials and documents in accordance therewith produced by TG or otherwise approved by TG comply with all Applicable Laws.

(f) In connection with the TG's performance and all activities related to this Agreement, TG shall materially comply with all Applicable Laws.

(g) It has obtained, and shall maintain in full force during the term of this Agreement, such federal, provincial, municipal and local authorizations and licenses as are necessary to perform its obligations hereunder.

(h) The Proprietary Materials TG licenses to the Canadian Affiliates pursuant to Section 9.1, and their use as contemplated by this Agreement, do not violate or infringe upon, or constitute an infringement or misappropriation of, any patent, copyright, trademark, service mark, trade name or trade secret of any person or entity and TG has the right to grant the licenses.

ARTICLE 11

THE CANADIAN AFFILIATES' REPRESENTATIONS AND WARRANTIES

11.1 The Canadian Affiliates' Representations and Warranties.

Each of the Canadian Affiliates represents and warrants that:

(a) It is a consumer finance company, duly incorporated, organized and validly subsisting under the laws of Ontario as to Cash Money, and the laws of Alberta as to Lend Direct.

(b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) This Agreement and the consummation by the Canadian Affiliates of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Canadian Affiliates, and upon execution and delivery hereof, will constitute the valid and binding obligation of the Canadian Affiliates and is enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).

(d) All Credit Insurance provided will be voluntarily chosen by a Debtor and not made a condition of granting credit to a Debtor.

(e) In connection with its performance and all activities related to this Agreement, it shall comply with all Applicable Laws.

(f) It shall publicize a privacy policy including the contact information for its designated privacy officer in accordance with Applicable Laws.

(g) In connection with the Canadian Affiliates' performance and all activities related to this Agreement, the Canadian Affiliates shall materially comply with all Applicable Laws.

(h) The Canadian Affiliates shall obtain and shall maintain in full force during the term of this Agreement, such federal, provincial, municipal and local authorizations and licenses as are necessary to perform its obligations hereunder.

(i) Each the Canadian Affiliates has obtained on the Applications the consent of the Debtors to obtain from the Canadian Affiliates the customer personal information set forth in Paragraph 3.5(e).

ARTICLE 12

INDEMNIFICATION

12.1 Indemnifications.

(a) **By TG.** Each of TGI and TGLI shall be liable to and shall indemnify, defend and hold harmless Canadian Affiliates and their respective directors, officers and employees and permitted assigns from and against any Losses arising out of any actual or alleged: (i) material act or practice or failure to act by TGI or TGLI or any of its or their employees, officers, directors, agents or subcontractors in the performance of its or their obligations under this Agreement; (ii) breach of a covenant or breach of representation or warranty made by TGI or TGLI herein; (iii) Claim that TGI or TGLI marks infringe any third party's patent, copyright, trademark or other legally recognizable intellectual property right; (iv) promotional inserts or statement messages included in Debtor Account statements or print or mass media

advertising prepared by or at the request of TGI or TGLI; (v) Claim in respect of the Credit Insurance or Insurance Products; (vi) Claim in respect of any alleged or actual infringement of any third-party intellectual property rights from the use of services or products provided by TGI or TGLI; or (vi) Claim in respect of breach of confidentiality (including privacy) obligations by TGI or TGLI.

(b) **By Canadian Affiliates.** Canadian Affiliates shall be liable to and shall indemnify, defend and hold harmless TGI and TGLI, and their respective directors, officers and employees and permitted assigns from and against any Losses arising out of any actual or alleged: (i) material act or practice or failure to act by Canadian Affiliates or any of their employees, officers, directors, agents or subcontractors in the performance of its or their obligations under this Agreement; (ii) breach of a covenant or breach of a representation or warranty made by Canadian Affiliates herein; (iii) Claim that Canadian Affiliates mark infringe any third party's patent, copyright, trademark or other legally recognizable intellectual property right; (iv) promotional inserts or statement messages regarding Insurance Products included in Account statements or print or mass media advertising prepared by or at the request of Canadian Affiliates.

12.2 Procedures for Indemnification.

(a) **Notice of Claims.** In the event any Claim is made, any suit or action is commenced, or any knowledge is received of a state of facts that, if not corrected, would give rise to a right of indemnification of a party hereunder ("**Indemnified Party**") by the other party ("**Indemnifying Party**"), the Indemnified Party will give notice to the Indemnifying Party as promptly as practicable, but, in the case of a lawsuit, in no event later than the time reasonably necessary to enable the Indemnifying Party to prepare and file a timely answer to the complaint. Notwithstanding the foregoing, failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by such Indemnifying Party as a result of such failure. The Indemnified Party shall make available to the Indemnifying Party and its counsel and accountants at reasonable times and for reasonable periods, during normal business hours, all books and records of the Indemnified Party relating to any such possible Claim for indemnification, and each party hereunder will render to the other such assistance as it may reasonably require of the other (at the expense of the party requesting assistance) in order to insure prompt and adequate defence of any suit, claim or proceeding based upon a state of facts which may give rise to a right of indemnification hereunder.

(b) The Indemnifying Party shall promptly after receipt of any notification of an Claim assume the defense of the Claim and, through counsel mutually agreeable to the parties, and at its own expense, to commence the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith. The Indemnified Party shall have the right to employ additional separate counsel in defense of any Claim, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the Indemnifying Party has failed to assume the defense or employe counsel reasonably acceptable to Indemnified Party. The Indemnifying Party shall not settle any Claim without the Indemnified Party's consent, which consent shall not be unreasonably withheld or delayed for any reason if the settlement involves only payment of money, and which consent may be withheld for any reason if the settlement involves more than the payment of money, including any admission by the Indemnified Party or lack of a full release.

(c) **Limitation on Liability.** Notwithstanding anything to the contrary in the Agreement, Canadian Affiliates and TGI and TGLI will not be liable to the other under this Agreement for any punitive, exemplary, indirect, or consequential damage claims, including, without limitation, lost or prospective profits, anticipated sales, or diminution in the value of goodwill. The damages limitation of this paragraph will not apply to: (i) breaches of the confidentiality obligations of Article 16 of this Agreement; (ii) losses from breaches of the obligations provided in Paragraph 3.2 and 3.4 herein or (ii) losses that result from third party claims subject to indemnification under this Agreement to the extent they are awarded judgment. Notwithstanding the foregoing, either party's liability for a breach of the obligations provided in Paragraphs 3.2 and 3.4 shall be limited only to damages incurred from the time of the breach until it is cured, and in any event shall not exceed five million ($5,000,000) dollars. The provisions of this Paragraph 12.2(c) shall survive the expiration or termination of this Agreement.

ARTICLE 13

TECHNOLOGICAL OR SYSTEMS CHANGES

Technology System Changes.

13.1 Costs. Unless the parties otherwise agree, each party is responsible for its own technology costs including without limitation testing costs related to system changes initiated by the other party.

ARTICLE 14

CONTACT LISTS

14.1 Contact Lists. Upon execution of this Agreement the parties shall exchange contacts lists, which shall include names, titles, phone numbers, email addresses, and cell phone numbers, if applicable, of the person in each organization who is responsible for providing the approvals contemplated by this Agreement. Such list shall include an alternative for each and every person and shall be updated by the parties from time to time.

ARTICLE 15

BOOKS & RECORDS

15.1 Records & Examination by TG and the Canadian Affiliates. The Canadian Affiliates and TG shall keep an accurate record of all transactions that occur under this Agreement.

15.2 Right to Audit

Annually during the Term and thereafter until the time at which each party is relieved of its obligations pursuant to Paragraph 5.1, either party will have the right to reasonably request an audit on not less than five (5) Business Days to have it or its Audit Representatives conduct an audit of the party's operation in in connection with the Program and the party's obligations hereunder and will permit and will provide reasonable access and assistance to the performance of any such audit. If an issue is discovered during an audit, then the auditing party shall be entitled to additional audits on a quarterly basis until the issue is resolved. In addition to the above audit rights, TG shall have the right to audit gross premiums billed, net premiums remitted and the processes implemented by Canadian Affiliates in connection with the Program. In addition to the above audit rights, Canadian

Affiliates shall have the right to audit the Program's costs, claims approvals and claims payments by TG in connection with the Program.

15.3 Regulatory Access.

(a) During the Term and thereafter until the time at which each party is relieved of its obligations pursuant to Paragraph 5.1, each party will provide access upon other party's reasonable request to all data, records, documents and other information required to enable Audit Representatives and Governmental or Regulatory Authorities to exercise their respective audit rights under this Agreement or otherwise required for requesting party to comply with the requirements of any Governmental or Regulatory Authority having jurisdiction over it.

(b) Each party will ensure that all data, records, documents and other information maintained pursuant to Paragraph 15.3(a) are at a minimum maintained in accordance with industry standards.

(c) Each party agrees to provide access to the books and records that pertain to the Canadian Affiliates' relationship with TGI or TGLI and their Affiliates to any Governmental or Regulatory Authority, upon the request of such Governmental or Regulatory Authority for that express purpose, and each party agrees that any such Governmental or Regulatory Authority will be a third party beneficiary, entitled directly to enforce this provision on its own right.

ARTICLE 16

CONFIDENTIAL INFORMATION

16.1 Confidential Information. During the term of this Agreement and after its expiration or termination, all materials and information supplied by one party to the other party in the course of each party's performance of its obligations under this Agreement, including but not limited to, information concerning a party's marketing plans, technological developments, customer lists, Personal Information related to individual customers, membership lists, data bases, charge transaction data, and each party's financial results and the terms of this Agreement are confidential ("**Confidential Information**"). Confidential Information shall not include any information that: (i) was known to the receiving party at the time of disclosure or developed independently by such party without violating the terms herein; (ii) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party; or (iii) is disclosed to the receiving party by a third party that is not prohibited by law or agreement from disclosing the same.

16.2 Permissible Uses. Confidential Information shall be used by each party solely in the performance of its rights and obligations pursuant to this Agreement. Each party shall receive Confidential Information in confidence and not disclose Confidential Information to any third party, except as: (i) agreed upon in writing by the other party; (ii) is otherwise authorized in this Agreement, or (iii) may be required by Applicable Law, provided that all reasonable measures are taken to preserve the confidentiality of such Confidential Information in any such proceeding and the disclosing party is notified within a reasonable time, subject to Applicable Law, so that the disclosing party may seek a protective order.

16.3 Property of Disclosing Party. Each party acknowledges that the Confidential Information has tangible value, is confidential and proprietary to the disclosing party. No disclosure by a party

hereto of Confidential Information of such party to the other party shall constitute a grant to the other party of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party. Notwithstanding the above, a party shall be allowed to maintain any Confidential Information it is required to maintain by Applicable Law.

16.4 Permissible Disclosures. This Article 16 shall not restrict: (i) the disclosure Canadian Affiliates of information relating to their relationship with a Debtor to a credit reporting agency; (ii) the disclosure by Canadian Affiliates to any third party in order to conduct their normal course of business, including to any line of credit processor, provided that the third party agrees to keep the information confidential; (iii) the disclosure of information by either party to their attorneys, accountants, auditors, regulators, or as may be required by recognized securities exchanges; (iv) the disclosure by TG of any information required to be disclosed in connection with or related to a sale of the Insured Products; (v) the disclosure to Affiliates, provided the disclosing party assumes full responsibility for any failure by the Affiliates to abide by this Article 16; or (vi) the disclosure to any consultant, subcontractor, or service provider who requires such information in order to carry out the disclosing party's duties in relation to this Agreement, provided, the disclosing party assumes full responsibility for any failure by the consultant, subcontractor, or service provider to abide by the terms of this Article 16. The parties shall use all reasonable efforts to transmit Confidential Information to any regulator or entity involved in a public or private securitization in confidence and to secure the cooperation of the regulator or entity in preserving the confidentiality of such Confidential Information.

16.5 Security of Confidential Information. The parties shall maintain information security policies and procedures that include administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized access to, and use of, Confidential Information; and (iv) ensure the proper disposal of Confidential Information. All personnel handling Confidential Information shall have been appropriately trained in the implementation of the applicable party's information security policies and procedures, as applicable. Both parties regularly audit and review their respective information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, information systems or threats or hazards to Confidential Information. In the event a party has actual knowledge of actual or threatened unauthorized access to Confidential Information, such party shall promptly notify the other party of such unauthorized access and take appropriate action to prevent further unauthorized access, and in the case of Personal Information, the provisions of Paragraphs 16.6(b) and 16.6(c) shall also apply. Both parties shall cooperate with each other to provide any notices and information regarding such unauthorized access as required by Applicable Law.

16.6 Remedies.

(a) In the event of any disclosure or loss of Confidential Information, the receiving party shall notify the disclosing party as promptly as possible. In the event of any breach or threatened breach of this Article 16, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party from any violation of this Article 16 will be impossible to calculate and will therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party and any other rights and remedies to which the non-breaching party may be entitled

to under Applicable Law, in equity and under this Agreement for any violation of this Article 16.

(b) In the event of an unauthorized disclosure of Personal Information or other breach or violation of Applicable Laws related to the privacy of Personal Information, the parties shall, subject to and in accordance with Applicable Laws, promptly meet to discuss of an appropriate course of action, including whether to: (i) notify the applicable privacy commissioner(s) of the circumstances regarding the unauthorized disclosure of Personal Information, and the proposed reasonable mitigation with respect thereto; and/or (ii) notify the impacted Insureds, Applicants or Prospects, as the case may be, of the circumstances regarding the unauthorized disclosure of their Personal Information, and provide reasonable mitigation with respect thereto. Should the parties fail to agree upon an appropriate course of action, each party shall be responsible for its own obligations.

(c) In the event that a privacy commissioner commences any form of mediation, investigation, or inquiry into a complaint by an individual with respect to their Personal Information, or the unauthorized disclosure of Personal Information or other breach or violation of Applicable Laws related to the privacy of Personal Information, each party shall use commercially reasonable efforts to assist and cooperate with the other party with respect thereto.

ARTICLE 17

MISCELLANEOUS

17.1 Force Majeure. If either party fails to perform its obligations under this Agreement in whole or in part as a consequence of catastrophic events wholly beyond its reasonable control (including, acts of God, public utility failure, epidemics, embargos, war, acts of terrorism, or nuclear disaster), such failure to perform shall not be considered an Event of Default or other failure to perform such party's obligations during the period of such disability, unless such party had an applicable disaster recovery or back up plan for the type of event. Upon the occurrence of any Force Majeure Event as described in this Paragraph, the disabled party shall nonetheless use its reasonable commercial efforts to meet its obligations as set forth in this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a Force Majeure Event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that party to perform any of its obligations hereunder in whole or in part. Neither party shall have any liability to the other in respect of a failure to meet a service level requirement due to a Force Majeure Event.

17.2 Notification of Claims.

Any party will notify the other party as promptly as possible of any Complaints or Claims made by a Debtor through any governmental or quasi-governmental agency or regulatory body regarding the subject-matter of this Agreement.

Such reports must contain: (i) information requested by the other party; (ii) the identity of the party making the complaint; (iii) a description of the grievance; (iv) the date of receipt by that party of the complaint; and (v) the date and action taken to resolve the complaint.

17.3 Notices. Notices, requests and approvals required by this Agreement: (i) shall be in writing on paper; (ii) shall be addressed to the parties as indicated below unless notified in writing of a change in address; and (iii) shall be deemed to have been given either when personally delivered or, if sent

by mail, in which event it shall be sent by recognized overnight courier, upon delivery thereof, or, if sent by e-mail, upon delivery thereof only upon confirmation of receipt, provided a copy is sent by regular mail. The addresses of the parties are as follows:

To Cash Money:

CURO Canada Corp dba Cash Money
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
Attention: Chief Legal Officer
Email: legaldept@curo.com; beccafox@curo.com

To LendDirect:

LendDirect c/o Cash Money
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
Attention: Chief Legal Officer
Email: legaldept@curo.com; beccafox@curo.com

To TGI and TGLI:

Trans Global Insurance Company or Trans Global Life Insurance Company
16930 – 114 Avenue
Edmonton, Alberta T5M 3S2
Attention: Vice President, Legal and Corporate Secretary
email: legal@thebrick.com

17.4 Binding Effect. This Agreement shall bind TGI, TGLI, and Canadian Affiliates and their successors and permitted assigns.

17.5 Currency. Except as otherwise expressly provided in this Agreement all dollar amounts referred to in this Agreement are stated in Canadian Dollars.

17.6 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

17.7 Arbitration. Except with respect to disputes arising from a misappropriation or misuse of any party's proprietary and intellectual property rights or a breach of a party's confidentiality, privacy and security obligations, which may be brought in any court of competent jurisdiction in the Province of Ontario, any dispute, controversy or claim arising under or otherwise in connection with this Agreement (including any interpretation, breach, termination, validity or enforceability of any provision hereof) (a "**Dispute**") shall be resolved as follows: any party may notify another party (the "**Notified Party**") in writing of its desire to resolve a Dispute, and such parties shall exercise good faith efforts to resolve such Dispute through direct negotiation between senior executives of each of the parties involved. If the Parties involved fail to resolve the Dispute within ten (10) business days after the Notified Party's receipt of notice of the Dispute, the Dispute will be submitted for resolution by final and binding arbitration by a sole arbitrator chosen by the parties involved (or appointed by a judge of the Superior Court of Justice of Ontario in case of disagreement) under the *Arbitration Act, 1991* (Ontario) (the "**Act**"), upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The

arbitration will take place in the City of Toronto, Ontario unless otherwise agreed to by the parties involved, and the arbitrator will conduct such arbitration in a manner it considers appropriate, subject to the Act, in the English language. The parties desire that any Dispute should be conducted in strict confidence and that there will be no disclosure to any person of the existence of the Dispute or any aspect of the Dispute except as is necessary for the resolution of the Dispute. The arbitrator will have the right to determine all questions of law and jurisdiction, including questions as to whether a claim arbitral able, and will have the right to grant legal and equitable relief, including injunctive relief, and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The arbitrator will also have the discretion to award costs, including reasonable legal fees and expenses, reasonable experts' fees and expenses, reasonable witnesses' fees and expenses, pre-award and post-award interest and costs of the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction in the Province of Ontario (Canada).

17.8 Expenses. Except as otherwise provided herein, each party will bear all expenses connected with its performance and its obligations hereunder and neither of the parties will have the right to incur any expense or liability on behalf of any other party hereto.

17.9 Assignment. Canadian Affiliates shall not make any assignment of this Agreement or any of the obligations herein without the prior written consent of TG, which shall not be unreasonably withheld.

17.10 Change of Control. Each party shall promptly as possible, notify the other party of any Change of Control.

17.11 Disaster Recovery. Each party shall maintain disaster recovery capabilities which includes maintaining backup systems, redundant data connections, and performing daily backups of all primary databases to such systems.

17.12 Press Release. Except as may be required by Applicable Law or any stock exchange, neither party, shall issue a press release to the general public or make any public announcement referencing the other party without the prior written consent of such other party, which consent shall not be arbitrarily or unreasonably withheld or delayed; provided that no consent shall be required for non-written exchanges with the investment community about such other party's role in the Program and the financial effects of the Program on such party that are consistent with such other party's public disclosures.

17.13 Relationship of the Parties. The parties agree that in performing their responsibilities pursuant to this Agreement they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners or joint ventures or any association for profit between and among Canadian Affiliates, TGI, or TGLI, nor make any party hereto (or any of such party's employees, agents or representatives) an employee, agent or representative of the other party, or confer on either party any express or implied right, power or authority to enter into any agreement, express or implied, or to incur any obligation on behalf of the other party.

17.14 Severability. If any provision of this Agreement or portion thereof is rendered invalid, illegal, void or unenforceable by reason of Applicable Law, all other provisions of this Agreement shall nevertheless remain in full force and effect provided, that if the invalidity or unenforceability of any one provision fundamentally alters the nature of this Agreement or frustrates the parties'

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fundamental intentions with respect to this Agreement, the parties agree to negotiate in good faith a new agreement containing substantially similar rights and obligations.

17.15 Entire Agreement; Modifications and Changes. This Agreement, together with any Schedule attached hereto, constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements, written and oral, relating to the subject matter hereof. This Agreement may only be amended by a written document signed by each of the parties. In the course of the planning and coordination of this Agreement, written documents have been exchanged between the parties. Such written documents shall not be deemed to amend or supplement this Agreement.

17.16 Waiver. Failure by any of the parties to this Agreement to enforce or insist upon compliance with any provision of this Agreement shall not be construed as a waiver of its right to enforce or insist upon compliance with such provision, or other provisions in the future. A wavier by either party of a breach of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach by either party. Neither party shall be deemed to have waived any of its rights, powers, or remedies pursuant to this Agreement unless such waiver is contained in a written instrument signed by an authorized officer of the waiving party.

17.17 Interpretation. This Agreement has been cooperatively and mutually drafted and shall not be construed or interpreted more strictly against either party.

17.18 No Third-Party Beneficiaries. This Agreement and the rights and obligations created under it shall binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

17.19 Subcontractors. Canadian Affiliates may not, without obtaining TG's prior consent, subcontract with a third party, to perform its material duties under this Agreement. Canadian Affiliates will be responsible for all acts and omissions of any subcontractor and shall cause all subcontractors to comply with all applicable terms and conditions of this Agreement, including confidentiality requirements.

17.20 English Language Only. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations, soient rédigés en anglais seulement.

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17.21 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. For purpose of this Agreement, including the consummation of the transactions contemplated hereby, transmission of electronic signatures on this Agreement shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LENDDIRECT CORP		**TRANS GLOBAL INSURANCE COMPANY**	
By:		By:	
Name:	Gary L. Fulk	Name:	Moe Assaf
Title:	CEO	Title:	VP, Financial Services
By:		By:	
Name:		Name:	
Title:		Title	

CURO CANADA CORP. O/A CASH MONEY		**TRANS GLOBAL LIFE INSURANCE COMPANY**	
By:		By:	
Name:	Gary L. Fulk	Name:	Moe Assaf
Title:	CEO	Title:	VP, Financial Services
By:		By:	
Name:		Name:	
Title:		Title	

SCHEDULE A

TRANS GLOBAL INSURANCE COMPANY GROUP MASTER POLICY CC-10012024-P

TRANS GLOBAL INSURANCE COMPANY (THE "COMPANY")

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # CC-10012024-P

Subject to final agreement prior to launch

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SCHEDULE B

TRANS GLOBAL LIFE INSURANCE COMPANY GROUP MASTER POLICY CC-10012024-L

TRANS GLOBAL LIFE INSURANCE COMPANY (THE "COMPANY")

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY #CC-10012024-L

Subject to final agreement prior to launch

Confidential

SCHEDULE C

TRANS GLOBAL INSURANCE COMPANY GROUP MASTER POLICY LD-10012024-P

TRANS GLOBAL INSURANCE COMPANY (THE "COMPANY")

LENDDIRECT CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # LD-10012024-P

Subject to final agreement prior to launch

SCHEDULE D

TRANS GLOBAL LIFE INSURANCE COMPANY GROUP MASTER POLICY LD-10012024-L

TRANS GLOBAL LIFE INSURANCE COMPANY (THE "COMPANY")

LENDDIRECT CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY #LD-10012024-L

Subject to final agreement prior to launch

SCHEDULE E

COMMISSION RATES

Line of Credit Insurance Program

The following terms will be used to calculate the Canadian Affiliates commission related to the creditor insurance program with TGI.

(1) Upfront Commission
Canadian Affiliates' Upfront Commission (UC) paid Monthly = Net Written Premiums (net of TGI approved refunds and cancellations) x Commission Rate (as per Table 1)

(2) Claims Savings Participation
Claims Savings Participation (CSP) will be calculated as follows:

Net Written Premiums (net of TGI-approved refunds and cancellations)
- (-) Canadian Affiliates' Upfront Commission
- (-) Actual Claims Paid in the month
- (-) Incremental out of the ordinary TGI expense related to the performance of the services (not to exceed 0.5% of premiums)
- (-) Carryforward losses from past months (a true-up of the Insurer Fee below in Table 2 in the case of extraordinarily high claims in previous months)
- (-) Applicable TGI Insurer Fee (as per Table 2)
- (-) Premium Taxes

(=) Claims Savings Participation (CSP) Paid to the Canadian Affiliates

Table 1 - Commission Rate Used for Calculation of the Canadian Affiliates' Upfront Commission (UC) paid Monthly

Volume Threshold	Commission Rate
All Volume Tiers	50%

Table 2 – Insurer Fee Retained by TGI

Volume Threshold	Insurer Fee
All Volume Tiers	14.00%

The Canadian Affiliates' Total Commission/Compensation for any given month will be equal to the UC + CSP [(1) + (2)] above.

The Claims Savings Participation (CSP) payment to the Canadian Affiliates, as contemplated in this schedule, will be made 3 months after the relevant monthly calculation.

SCHEDULE F

INSURANCE CERTIFICATES

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Cash Money Payment Protection Program Certificate of Insurance & Disclosure Statement

Subject to final agreement prior to launch

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LendDirect Payment Protection Program Certificate of Insurance & Disclosure Statement

Subject to final agreement prior to launch

SCHEDULE G

PRIVACY POLICY

OUR COMMITMENT

Trans Global Insurance values your business. We thank you for your confidence in choosing our Trans Global Insurance as your source of advice and products that protects you and your family from unforeseen events. We care about our customers and, as part of that concern, appreciates that its customers care about how their personal information is handled by Trans Global Insurance. Our goal is to make your experience searching for and purchasing insurance products the very best we can. This goal includes keeping your information secure, and to collect, use and disclose your information only in accordance with this Privacy Policy.

Trans Global Insurance promises to abide by this Privacy Policy and to deal with all personal information in a responsible, professional and respectful manner. In the unusual circumstance that we fall short of these goals, we promise to make every effort to address and resolve your concerns in an appropriate, fair and timely manner.

WHO ARE WE?

“Trans Global Insurance” as used in this Privacy Policy includes, Trans Global Life Insurance Company and Trans Global Insurance Company

For the purposes of this Privacy Policy, we, us and our mean Trans Global Insurance Group, and you and your mean a customer or prospective customer of Trans Global Insurance Group.

PERSONAL INFORMATION

Trans Global Insurance and its agents and representatives collect personal information in a number of circumstances in the course of conducting our business. Personal information we may collect includes:

- name, address, email address, telephone number, and other contact information;
- age, birth date, social insurance number, ID numbers, gender, credit card numbers or license plate numbers;
- information about your preferences, income, assets or personal finances;
- medical records, credit records, card records, driving record, employment records, insurance or transaction history;
- information about your insurance claims or claims history; and
- such other information we may collect with your consent or as permitted or required bylaw.

We generally collect personal information directly from you, for example, from application forms that you fill out for our insurance products and services, or when you communicate with us by telephone, email, our online platforms or in person. We may also collect personal information about you from other sources, such as other insurance brokers, insurance companies, consumer reporting agencies, industry associations and data banks, investment product suppliers, marketing agencies, government agencies, claims adjusters, employers and inspectors.

WHAT WE WILL NOT DO WITH YOUR INFORMATION?

We never sell or trade your personal information to any person or organization outside of Trans Global Insurance Group.

USE OF PERSONAL INFORMATION

Trans Global Insurance generally uses personal information to manage and administer our business, including to understand your insurance needs, communicate with you effectively and to provide you with the products and services you request. For example, we may use your personal information to:

- determine your eligibility for, offer and/or provide you with insurance products and services that you request;
- evaluate credit worthiness and monitor, collect premiums and fees;
- verify your identity;
- determine prices, fees and premiums including by evaluating your coverage needs and assessing risk;
- maintain, administer, collect, service and renew your account(s) and assess your ongoing needs for insurance products and services;
- update credit bureau reports
- investigate and settle claims;
- determine your eligibility for and offer and provide other products or services that may be of interest to you, such as investment or retirement products or group benefits, unless you ask us not to;
- detect and protect against error or fraud;
- compile statistics and conduct market research;
- maintain business records for reasonable periods;
- meet legal, regulatory, self-regulatory, insurance, security and processing requirements; and
- otherwise with consent or as permitted or required by law.

DISCLOSURE OF YOUR PERSONAL INFORMATION

As necessary to carry out the purposes for which Trans Global Insurance collects and uses your personal information, we may disclose your personal information to third parties, such as other insurance brokers, insurers, consumer reporting agencies, claims adjusters, government, regulatory and self-regulatory agencies, lawyers, financial institutions, benefits providers and medical professionals, and others involved in the claims handling process in accordance with legal and insurance regulatory reporting requirements or standard accepted insurance brokerage and insurance practices. We may also disclose your personal information with your consent or as permitted or required by law.

Personal information may be disclosed to our affiliates (including outside of Canada) for internal audit, management, billing or administrative purposes. We may also disclose personal information to our affiliates so that they may send you information about their products and services. However, if you do not want your personal information disclosed for these marketing purposes, you may contact us at any time as described further below.

Trans Global Insurance may transfer personal information to outside agents or service providers that perform services on our behalf. The services that may be performed by our agents or service providers consist of data processing, data warehousing or administrative services, or otherwise to collect, use, disclose, store or process personal information on our behalf for the purposes described in this Privacy Statement.

Personal information may be used by Trans Global Insurance and disclosed to parties connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets, for the purposes of evaluating and/or performing the proposed transaction. These purposes may include, as examples:

- permitting those parties to determine whether to proceed or continue with the transaction; and
- fulfilling reporting, inspection or audit requirements or obligations to those parties.

Assignees or successors of Trans Global Insurance, our business or our assets may use and disclose your personal information for similar purposes as those described in this Privacy Statement.

YOUR CONSENT

Trans Global Insurance collects, uses and discloses your personal information with your consent, except as permitted or required by law. We may be required or permitted under statute or regulation to collect, use or disclose personal information without your consent, for example to comply with a court order, to comply with local or federal regulations or a legally permitted inquiry by a government agency, or to collect a debt owed to us.

Consent to the collection, use and disclosure of personal information may be given in various ways. Consent can be express (for example, orally or on a form you may sign describing the intended uses and disclosures of personal information) or implied (for example, when you provide information necessary for a service you have requested). You may provide your consent in some circumstances where notice has been provided to you about our intentions with respect to your personal information and you have not withdrawn your consent for an identified purpose, such as by using an "opt out" option provided, if any. Consent may be given by your authorized representative (such as a legal guardian or a person having a power of attorney). Generally, by providing us with personal information either directly or through our agents, other insurance brokers, insurance companies, claims adjusters or your employer, we will assume that you consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Statement, if applicable, or otherwise at the time of collection.

If you obtain insurance for a family member or other third party or otherwise provide personal information concerning a third party, including a family member, for example by naming him/her as a beneficiary, you represent that you have obtained any necessary consent to our collection, use and disclosure of his/her personal information for the purposes described above.

You may withdraw your consent to our collection, use and disclosure of personal information at any time, subject to contractual and legal restrictions and reasonable notice. There may be consequences to failing to provide or withdrawing your consent, such as your inability to acquire or renew an insurance policy and/or cancellation of a policy. Note also that where we have provided or are providing services to you, your consent will be valid for so long as necessary to fulfill the purposes described in this Privacy Statement or otherwise at the time of collection, and you may not be permitted to withdraw consent to certain necessary uses and disclosures (for example, but not limited to, maintaining reasonable business and transaction records and disclosures to Canadian and foreign government entities as required to comply with laws).

SECURITY

We take reasonable physical, organizational and technological security measures to safeguard the personal information in our custody or control. These include safeguards to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. Authorized employees and agents who require access to your personal information in order to fulfill their job requirements will have access to your personal information.

COOKIES AND NON-IDENTIFYING INFORMATION

Trans Global Insurance Group uses both session cookies (which are automatically deleted from your computer when you close your browser session) and persistent cookies (which remain on your computer between sessions) in order to facilitate your ability to use the website efficiently and effectively. By using our website while your browser is set to accept cookies, we imply your consent to them.

If you are browsing, requesting information or quotes or shopping online, we and/or our trusted third party agents track your movement through our website and collect statistics about your navigation, such as page views and time spent on the website, using click stream data and tag software. This information about your visit to our website is then aggregated with the information about other individuals' visits. Using this non-identifying information, we strive to continually improve and enhance the online experience of all of our customers, to evaluate the success of marketing campaigns and to report on aggregated site usage. In no case is click stream data or tag software used by us to collect or store personally identifiable information.

ACCESS, CORRECTION AND CONTACTING US

Trans Global Insurance may establish and maintain a file of your personal information for the purposes described above. Subject to applicable legal restrictions, you may request to have access to the file containing your personal information and the correction of your personal information by writing to the address below. We may take reasonable steps to verify your identity before granting access or making corrections. In addition, if you wish to make inquiries or complaints, obtain information on how to access and rectify the files held by personal information agents we consulted or have other concerns about our personal information practices (including our use of service providers located outside of Canada), you may write to the address below.

Please include your name, address, telephone number and email address whenever you contact us, including by email. This helps us handle your request correctly.

Trans Global Insurance Group Suite 275, 16930-114 Avenue Edmonton, Alberta, T5M 3S2 Attention: Chief Privacy Officer

If, at any time, you have any queries about this Privacy Policy or any questions or concerns about your personal information that we hold, please contact us at:

Trans Global Insurance Group Suite 275, 16930-114 Avenue Edmonton, Alberta, T5M 3S2 Attention: Chief Privacy Officer

Phone: **1-844-930-6022** (toll free)

1-866-508-7766 (toll free)

Fax: 1-844-930-6021
Email: info@transglobalinsurance.ca

Our Chief Privacy Officer, or an appropriate delegate, will review your communication and, if necessary, respond to you directly.

PRIVACY STATEMENT CHANGES

This Privacy Statement may be revised from time to time. If we intend to use or disclose personal information for purposes materially different than those described in this statement, we will make reasonable efforts to notify affected individuals, if necessary, including by revising this Privacy Statement. If you are concerned about how your personal information is used, you should contact us as described above to obtain a current copy of this statement. We urge you to request and review this Privacy Statement frequently to obtain the current version. Your continued provision of Personal Information or use of our products or services following any changes to this Privacy Statement constitutes your acceptance of any such change.

SCHEDULE H

TERRITORIES

At the time of the launch of the program, the program will be offered in the following jurisdictions:

All Canadian Provinces and Territories except the Province of Quebec.

The parties may agree to add the Province of Quebec by mutual agreement in writing.

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EXHIBIT 4

Message

From: Marc Nantel [mnantel@tgins.com]
Sent: 1/15/2024 11:04:07 PM
To: Tracy Poulin [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=be21533fdee64a4ba455d6f841c1fca5-Tracy Pouli]
CC: Moe Assaf [moe.assaf@lflgroup.ca]; Jennifer Mathissen [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b943568c5d1e4ab09973e635b96a3116-Jennifer Ma]
Subject: RE: Creditor Insurance Program Agreement
Attachments:CURO - TG - Program Agreement - 15Jan2024.docx

Caution: This email was sent from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tracy,

Here is the latest turn of the program agreement. Almost there 😊

Article 3.5 (n): ok to keep 'materially'.
Article 8.4: If removing 'directly related to the credit insurance program', then should also remove 'unduly burdens', otherwise it is too general and ambiguous.
Article 12.2 (c): ok with the wording and changing cap to $5M.

Please review and advise if you would like to discuss further. Best regards. Marc

Marc Nantel | National Director

Trans Global Insurance Group
16930-114 Avenue, Edmonton, AB T5M 3S2
C: (780) 965-0701
E: mnantel@tgins.com

Please consider the environment before printing this email.

From: Tracy Poulin <TracyPoulin@curo.com>
Sent: Thursday, January 11, 2024 3:46 PM
To: Marc Nantel <mnantel@tgins.com>
Cc: Moe Assaf <moe.assaf@lflgroup.ca>; Jennifer Mathissen <JenniferMathissen@curo.com>
Subject: Creditor Insurance Program Agreement

HI Marc
I apologize on the delay getting this back to you. I have attached the MSA and US Agreement with our changes. Please let me know if you have any questions or want to get our teams on a call to further discuss.

US Agreement:
- We've kept the language as agreed upon in the original Letter Agreement.

Program Agreement:
- We are ok with the language stating that the Schedules are subject to finalization prior to launch

- We accept the change to section 3.5 (e)
- We reinserted the “materiality” requirement in section 3.5(n) and added a comment.
- We accept their change to section 3.8.
- We rejected their change to section 8.4 and added a comment.
- We made changes to section 12.2 (c)

Tracy Poulin (she/her)
Director NA Ancillary Products

t: 905.510.0971
w: curo.com

LENDDIRECT

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PROGRAM AGREEMENT

This Program Agreement (the "**Agreement**") is entered into as of **30th day of October, 2023** (the "**Effective Date**"), amongst

~~CURO Group Holdings Corp ("CURO"),~~
~~a corporation incorporated under the laws of Delaware, USA~~

CURO Canada Corp.
f/k/a Cash Money Cheque Cashing Inc. ("Cash Money"),
a corporation incorporated under the laws of Ontario,

LendDirect Corp. ("**LendDirect**"),
a corporation incorporated under the laws of Alberta,
("Cash Money" and "LendDirect" collectively referred to as "Canadian Affiliates")

Trans Global Insurance Company ("TGI"),
an insurance company incorporated under the laws of Alberta

Trans Global Life Insurance Company ("TGLI"),
an insurance company incorporated under the laws of Alberta
("TGLI" and "TGI collectively referred to as "**TG**").

WHEREAS:

A. Canadian Affiliates are in the business of providing financial products to Canadian consumers, including lines of credit;

B. Cash Money, LendDirect, CURO Group Holdings Corp., and Leon's Furniture Limited ("LFL") pursuant to a Letter Agreement dated May 26, 2021, as amended on July 29, 2023 (the "**Letter Agreement**") agreed, *inter alia*, to commit the Canadian Affiliates to actively offer an insurance program underwritten by TG in accordance with the terms of the Letter Agreement;

C. TGI and TGLI are wholly owned indirect subsidiaries of LFL;

D. TGI has agreed to underwrite certain coverages including the involuntary unemployment coverage, for the payment protection program in Canadian provinces other than Quebec, as well as unpaid family leave support, and lifetime milestone support; and

E. TGLI has agreed to underwrite the life and dismemberment, disability and critical illness coverages for the payment protection program in all Canadian provinces except Quebec~~.~~, and ~~the~~any potential future involuntary unemployment, life and dismemberment, disability and critical illness coverages for the payment protection program in the province of Quebec.

Commented [JK1]: Language added to indicate it would be potential future products only in Quebec.

F. Cash Money and LendDirect do not intend to carry on business in Quebec as of the Effective Date, however should Cash Money and LendDirect change their intention ~~and intend~~ to carry on business in Quebec, this Agreement will serve as the basis for the provision of Credit Insurance to customers of Cash Money and LendDirect in Quebec by TGI and TGLI;

F.G. The Canadian Affiliates agree to offer in connection with their consumer financing offerings, a credit insurance program underwritten by TG for eligible Debtors, in exchange for premium payments, and TG will be the exclusive provider of futurenew credit insurance enrollments for CURO's Canadian Affiliates on and afterby October 1, 2024, recognizing that full implementation may be effected over the course of several daysdays, but in any event no later than OctoberNovember 15, 2024.

G.H. Canadian Affiliates will use commercially reasonable efforts to request of its current Credit InsurnaceInsurance provider to transfer existing accounts with credit insurance coverage to TG following the execution of the Agreement.

CURO also commits to providing a right of first offer with a 30 day exclusive negotiating period on any creditor insurance business it plans to launch in the United States during the term of the Agreement. **NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Commented [MN2]: Would prefer to keep "days", not weeks, as it's a caveat if something goes wrong at implementation on Oct. 1. otherwise accept the change

Commented [JK3R2]: We can accept "days"

Commented [MN4]: TGI accept change, separate letter for U.S.

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 Interpretation. The recitals form part of and are included in this Agreement.

1.2 Definitions. Except as otherwise specifically indicated, the following terms shall have the indicated meaning:

"**Act of Insolvency**" means any of the following acts by a named party:

(i) a party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;

(ii) a party ceases to carry on business in the ordinary course;

(iii) a party institutes any proceeding, takes any corporate action, or executes any agreement to authorize its participation in or the commencement of any proceeding seeking:

(A) to adjudicate it a bankrupt or insolvent; or

(B) liquidation, dissolution, winding-up, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with respect to it under any law relating to bankruptcy, insolvency, or compromise of debts or other similar laws; or

(C) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets; or

(D) a creditor or any other person or entity privately commences any proceeding against or affecting a party (except if and for so long as such proceeding is being contested in good faith by appropriate proceedings by such party) seeking:

(a) to adjudicate it a bankrupt or insolvent;

(b) liquidation, dissolution, winding-up, arrangement, protection, relief or composition of it or any of its property or debts or making a proposal with

respect to it under any law relating to bankruptcy, insolvency, compromise of debts or other similar laws; or

(c) appointment of a receiver, trustee, agent, custodian or other similar official for it or for any substantial part of its properties and assets.

"**Affiliate**" shall mean any other Person that is controlled by or is under common control with such Person.

"**Agreement**" shall mean this Program Agreement, including all Schedules, attachments, addenda, and Schedules referred to herein, as it or they may be amended from time to time.

"**Applicable Law**" shall mean**,** with respect to any named party or the Program, any law, rule, statute, regulation, order, judgement, decree, treaty, voluntary code or other requirement having the force of law issued by any governmental, judicial, legislative, executive, administrative or regulatory authority of Canada or any province or political subdivision thereof relating or applicable to such party or the Program at the relevant time.

"**Applicant**" shall mean an individual who applies for Insurance Products during the term of this Agreement.

"**Applications**" shall mean the fully completed form of application for Insurance Products, whether in paper or electronic format, that has been completed by an Applicant when applying for Insurance Products.

"**Audit Representative**" means the person or persons designated by a party who are duly qualified to conduct an audit as provided in this Agreement.

"**Business Day**" shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Ontario.

"**Calendar Day**" shall mean every day on the calendar, including weekends and public holidays.

"**Certificate**" means evidence of the Credit Insurance, in the form attached hereto as Schedule F, afforded by TG to Debtors who agree to purchase such Credit Insurance.

"**Change of Control**" means:

(i) the sale of all or substantially all of the assets of a party to this Agreement to an arms-length third Person;

(ii) a reorganization, amalgamation, or consolidation to which a party to this Agreement is a party, if the shareholders of the party to this Agreement immediately prior thereto own or control, directly or indirectly, less than a majority of the voting rights attached to the securities immediately thereafter;

(iii) the acquisition by an arms-length third Person of beneficial ownership or control of the voting rights attached to the securities of a party to this Agreement which permit the election of a majority of the board of directors of that party to this Agreement; or

(iv) any other transaction, whether through change in directorships or otherwise, which has the effect of substantially changing the persons entitled to direct the affairs of a party to this Agreement.

Notwithstanding the above, a Change of Control shall be deemed not to have occurred if:

(A) the shareholders owning more than ten (10%) percent of the common shares prior to the transaction in question continue to hold either individually or among them a majority of the outstanding voting securities;

(B) all parties to the transaction in question are Affiliates; or

(C) the ultimate beneficial ownership of the party to this Agreement that was involved in the transaction remains unchanged.

"**Claims**" shall mean all claims, counterclaims, contentions, actions, suits, proceedings, lawsuits, defences, or offsets raised or asserted by a third party or Debtor whether well founded, baseless, or otherwise.

"**Complaint**" shall mean an expression of dissatisfaction about the Program or the coverage under the Master Policies, or services related thereto, which expression of dissatisfaction is either escalated beyond the first point of contact or communicated in writing.

"**Confidential Information**" shall have the meaning given to it in Paragraph 16.1.

"**Credit Insurance**" shall have the meaning given to it in Paragraph 3.1.

"**Debtor**" shall mean an individual who has credit financed by Canadian Affiliates pursuant to a Debtor Agreement in the name of the individual including without limitation a loan, line of credit, credit card, or other debt.;

Commented [BF5]: Not defined

Commented [MN6R5]: TGI to add definition

"**Debtor Account**" shall mean the account established and administered by the Canadian Affiliate for the provision of credit to the Debtor pursuant to the Debtor Agreement.;

"**Debtor Agreement**" shall mean the agreement between the Debtor and the Canadian Affiliate for the provision of a financial product providing credit to the Debtor by the Canadian Affiliate.;

"**Debtor List**" shall mean the list, or any portion thereof, of the names, street addresses and e-mail addresses and phone numbers of Applicants and Debtors.

"**Disclosures**" shall mean the descriptions of the terms governing Credit Insurance for the Insured Debtor which are disclosed on the Master Policies and Certificates.

"**Dispute**" shall have the meaning given to it in Paragraph 17.8.

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"**Event of Default**" shall mean:

(i) the material breach of a representation or warranty made under Article 10 or [HYPERLINK \l "_bookmark2"]; or

(ii) the material failure to perform a material covenant, duty or obligation under this Agreement.; or.

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"**Force Majeure Event**" shall have the meaning given to it in Paragraph 17.1.

"**Governmental or Regulatory Authority**" means, with legal authority:

(i) any federal or provincial government, governmental department, agency, commission, board, including the Financial Consumer Agency of Canada (FCAC) and the Office of the Superintendent of Financial Institutions (OSFI), tribunal, any official or minister of any government or any court or other law, rule or regulation-making entity; and

(ii) any regulatory authority having jurisdiction over Canadian Affiliates, TG, and any of their Affiliates.

"**Initial Term**" shall have the meaning given to it in Paragraph [HYPERLINK \l "_bookmark1"]

"**Indemnified Party**" shall have the meaning given to it in Paragraph 12.2(a).

"**Indemnifying Party**" shall have the meaning given to it in Paragraph 12.2(a).

"**Insurance Materials**" means any document pertaining to the Program and/or coverage under the Master Policies, including Certificates, Applications, claims forms, product guides, brochures, advertising and other promotional material used in connection with the Master Policies.

"**Insurance Products**" means the insurance product evidenced by the Master Policies that may include the following coverages:

- the loss of employment and unpaid family leave support, and lifetime milestone support product from TGI;
- the life insurance, disability and critical illness product from TGLI; and
- lifetime milestone support from TGI;

and any new ~~or ancillary~~credit insurance products for which TGI or TGLI may from time to time make available to its customers.

Commented [JK7]: Clarification on scope.

Commented [MN8R7]: TGI accept change

"**Insured Debtor**" shall mean a Debtor who purchased Credit Insurance and whose Credit Insurance remains in good standing.

"**Intellectual Property**" shall have the meaning given to it in Paragraph 9.2.

"Launch Date" means the date on or before October 1, 2024 that the Program is operational and live to Debtors as set out in paragraph 3.4 herein;

"**Losses**" shall mean all costs, damages, judgments, penalties, fines, losses and expenses whatsoever, including without limitation, reasonable legal fees, disbursements and court costs.

"**Master Policies**" shall mean TGI's Group Master Policies and TGLI's Group Master Policies, copies of which are attached hereto as Schedule A, C and Schedule B, D., respectfully.

"**Notified Party**" shall have the meaning given to it in Paragraph 17.8.

"**Owning Party**" shall have the meaning given to it in Paragraph 9.2.

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, and an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"**Personal Information**" means any personal identifiable information about a Prospect, Applicant, or Debtor.

"**Program**" shall mean the offering, by TG of Insurance Products to Debtors.

"**Prospect**" shall mean an individual who may be solicited by Canadian Affiliates to acquire an Insurance Product.

"**Renewal Term(s)**" shall have the meaning given to it in Paragraph [HYPERLINK \l "_bookmark1"]

"**Term**" shall mean the period comprised of the Initial Term and all Renewal Terms (if any).

"**TG**" means TGI and TGLI, both parties to this Agreement.

1.3 Construction.

(a) The words "**herein**," "**hereof**," **hereunder**," and other words of similar import refer to this Agreement as a whole, including the Schedules hereto, as the same may from time to time be amended or supplemented, and not to any particular Paragraph, Subparagraph or Clause contained in this Agreement. References herein to a Schedule, Article, Paragraph, Subparagraph or Clause refer to the appropriate Schedule, Article, Paragraph, Subparagraph or Clause in this Agreement.

(b) This Agreement shall be construed for all purposes to have been prepared and equally drafted by the parties hereto. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

(c) Unless otherwise provided herein, whenever the terms "**month**," "**month-end**" or "**monthly**" are used in this Agreement, they shall refer to calendar months.

(d) The headings contained herein are for convenience of reference only and are not intended to define, limit, expand or describe the scope or intent of any provision of this Agreement.

1.4 Schedule. The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

SCHEDULE

A TGI Group Master Policy for Cash Money (subject to final agreement prior to launch)
B TGLI Group Master Policy for Cash Money (subject to final agreement prior to launch)
C TGI Group Master Policy for LendDirect (subject to final agreement prior to launch)
D TGLI Group Master Policy for LendDirect (subject to final agreement prior to launch)

Commented [MN9]: Pricing and product design to be finalized prior to launch, applies to Master Policies and COI.

E Commission Rates
F Insurance Certificate (subject to final agreement prior to launch)
G Privacy Policy
H Territories

ARTICLE 2

SCOPE

2.1 Program. This Agreement provides for the marketing, sale, implementation and maintenance of the Program that will be offered by the Canadian Affiliates as set forth herein, in the jurisdictions as set out in Schedule H or as otherwise agreed to by the parties from time to time (the "Territories").

ARTICLE 3

CREDIT INSURANCE

3.1 Nature of Credit Insurance. During the Term, the Canadian Affiliates will offer on an exclusive basis to Debtors ~~the credit insurance for~~ one or more Insurance Products under the Master Policies approved in writing by TG (**"Credit Insurance"**) in the Territories.

3.2 Solicitation of Insurance and Product Changes.

(a) Canadian Affiliates agree that TG has granted the Canadian Affiliates the right to solicit, promote and arrange for Credit Insurance relating to insuring the amounts advanced by the Canadian Affiliates to Debtors from time to time under the account of a Debtor. Canadian Affiliates agree that TG is the Canadian Affiliates' exclusive provider of Credit Insurance. Nothing herein requires the Canadian Affiliates to cause TG to provide insurance products other than Credit Insurance and other products that are in place as of the Effective Date, however Canadian Affiliates agree to afford TG the opportunity to bid for the provision of such Insurance Products other than Credit Insurance in the event that after the Effective Date the insurer providing such products to the Canadian Affiliates transfers or assigns the right to provide such products to the Canadian Affiliates or its customers or otherwise ceases to provide such insurance products to the Canadian Affiliates or their customers.

(b) TG may reasonably change the Credit Insurance, other than a change on the commission rates as described in Schedule E, at any time by providing notice to the Canadian Affiliates of such changes not less than sixty (60) days prior to such changes taking effect, except for regulatory changes, and in any event prior to such changes taking effect.

(c) TG reserves the exclusive right to set and change the pricing of the Insurance Products, provided TG will discuss any proposed changes to Insurance Product pricing with ~~and~~ the Canadian Affiliates in advance of a change.

3.3 Marketing the Program

TG and the Canadian Affiliates will work together to develop, initiate and implement marketing initiatives to promote the Program if the parties determine such efforts are required. Costs of marketing will be borne by the party whose channels are used for such marketing unless the parties otherwise agree in writing. Any marketing initiatives outside of the established channels of the parties will be discussed by the parties and be subject to any agreement in writing by the parties including the apportionment of costs and resources and the rights to approve such marketing.

3.4 Program Launch

Unless otherwise mutually agreed by the parties in writing, the parties will use good faith efforts to cause the Program to launch, be operational and be available to Debtors on such date that is on or beforeno later than October 1, 2024. IfIf the Parties mutually agree that if the Program is not ready to launch on or before October 1, 2024, the parties will regularly meet and confer in good faith to determine what is needed to launch as soon as possible. and prepare a written action plan to effect the launch. Following the pProgram launch, there will be a phased rollout of the Program, and the parties will work diligently and in good faith the ensure there is a full pProgram launch on or before October 31, 2024, but in any event no later than November 15, 2024. Notwithstanding paragraph 8.5 herein, the obligations under this paragraph 3.4 are not subject to a cure period.

3.5 Undertakings of the Canadian Affiliates

The Canadian Affiliates undertake and agree that:

(a) the Canadian Affiliates will offer Credit Insurance on all eligible Debtor Accounts entered into after the Launch Date. Credit Insurance will only be offered to eligible customersDebtors and only through channels approved in advance by TG and will not offer Credit Insurance directly or indirectly through any other channels;

(b) the Canadian Affiliates will ensure that customers are informed that Credit Insurance is optional and not required or a pre-requisite to receiving financing;

(c) the Canadian Affiliates will ensure that Credit Insurance is offered and sold in accordance with the training materials approved by TG, including the disclosure to customers as may be required by TG or in accordance with Applicable Law;

(d) the Canadian Affiliates will as soon as is practicable advise and forward to TG any Complaints they receive in respect of the Credit Insurance;

(e) the Canadian Affiliates will notify and receive customer consent with respect to interjurisdictional transfer of customer information if required by Applicable Laws, and have in place such processes and security protocols including data recovery as would be prudent to ensure continued functionality and prevent any data or security breaches;

(f) the Canadian Affiliates will provide advance notice to TG of any material changes in their sales channels that impact the process and communications to potential customers in connection with the offering of Credit Insurance;

(g) all Credit Insurance premiums billed to Debtors for the prior month are payable (less the fees set forth in Paragraph 7.1 herein) to TG, or as otherwise reasonably directed by TG, by the 15th Calendar Day of each calendar month or portion thereof; provided that, if the 15th Calendar Day of the month is a weekend or holiday, then Premiums payable will be paid on the previous Business Day net of commissions payable to Canadian Affiliates in accordance with Article 7 herein;

(h) the Canadian Affiliates shall calculate the premium billed to the Debtor based on the details in Schedule Ethe Insurance Certificate;

(i) the Canadian Affiliates shall collect premiums payable when it is due, in accordance with the terms of the financing extended to Debtors and the terms of the Credit Insurance;

(j) the Canadian Affiliates shall not use, publish or distribute, in connection with the Credit Insurance, any forms, documents and other material unless approved in advance by TG;

Commented [JK10]: It would probably make sense to do this even if we do think we'll be able to launch on 10/1/24.

Commented [BF11R10]: Need reference to the actual program launch plan I believe Tracy is working on.

Commented [BF12]: Just a header or is it defined?

Commented [JK13]: We are not aware of any such requirement for transfers between the US and Canada.

Commented [MN14R13]: If required, subject to applicable laws

Commented [JK15]: To discuss.

Commented [MN16R15]: Will be outlined in the Insurance Certificate, to be finalized as part of the implementation and prior to launch.

(k) the Canadian Affiliates will send to TG any of its advertising referencing Insurance Products, and TG shall diligently review the advertising and, if it deems appropriate to do so, will confirm approval for publication;

(l) the Canadian Affiliates will ensure that all inquiries related to coverage, exclusions, or claims however transmitted or communicated they receive in respect of Credit Insurance and the Program will be directed to TG and neither the Canadian Affiliates nor their agents and employees will respond to such inquiry other than referring the matter to TG;

(m) to the Canadian Affiliates' knowledge, if a Provincial or Federal Regulatory, Governmental or watchdog agency expresses concern or commences a formal investigation directly or indirectly related to the Program as offered by the Canadian Affiliates, or if the Canadian Affiliates are unable to comply with the obligations of this Agreement or the continuation of the Program, then the Canadian Affiliates will promptly notify TG unless such investigation or inquiry is required to be maintained confidentially;

(n) the Canadian Affiliates will ~~materiallymaterially~~ materially comply with: (i) all Applicable Laws to its provision of services hereunder; (ii) the provisions of the Personal Information Protection and Electronic Documents Act (Canada) and Canada's Anti-Spam Legislation ("CASL"); (iii) the terms of TG's ~~Compliance Guideline~~compliance guideline for ~~Distributors~~ distributors (iv) the terms of the Canadian Affiliates' privacy policy for Debtors; (v) the terms of TG's privacy policy for Applicants (attached as Schedule G); and (vi) other applicable privacy laws; as may be reflected in documentation provided to Debtors enrolling under the Master Policies or as otherwise agreed to by the Parties from time to time;

(o) the Canadian Affiliates will report to TG as soon as practicable, any known instance or reasonable suspicion of any data or cyber breach of Canadian Affiliates that involves Insured Debtors;

(p) the Canadian Affiliates shall report to TG, any known instance of material fraudulent or criminal activity on the part of any of its employees during the insurance enrollment process;

(q) the Canadian Affiliates will ensure their agents, representatives, or employees that are involved in Credit Insurance solicitation have satisfactorily completed training program approved by TG and have in place all licenses as may be required by Applicable Laws;

(r) the Canadian Affiliates will distribute documents, such as Certificates of Insurance, and agreed-upon marketing materials, as required by applicable insurance laws or any other Applicable Laws or reasonably directed by TG in connection with the enrollment of Debtors under the Master Policies;

(s) the Canadian Affiliates will participate in 1-2 annual strategic planning sessions to discuss improvement opportunities, product roadmap, and other items relevant to the Program; and

(t) the Canadian Affiliates will conduct official monthly project meetings starting in August 2023 and until the Launch Date to ensure a smooth Program launch.

3.6 Undertakings of TGI and TGLI

Each of TGI and TGLI undertakes and agrees to:

(a) comply with all existing and future applicable insurance laws;

(b) comply with: (i) all Applicable Laws to its provision or use of services hereunder; (ii) the provisions of the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information Protection Act (Alberta) and Canada's Anti-Spam Legislation

Commented [JK17]: What are inquiries? Need a better understanding of what this is intended to refer to, and more generally how different types of Complaints/Claims will be handled. I think there may be some gaps as currently drafted. We would also want to work together on responses.

Commented [MN18R17]: Clarify this is referring to insurance inquiries, must be handle by trained staff.

Commented [BF19]: Are we okay with this - do we do any on the responses related to these types of inquiries now?

Commented [GN20]: The materiality qualification of this is not acceptable. The compliance with these laws is a key aspect and should not be subject to a determination or debate on what constitutes material.

Commented [JK21R20]: We represent and warrant in section 11.1(e) that we will comply with Applicable Laws, and we owe TGI indemnification indemnity for a breach of those reps and warranties, so TGI should be covered even with a materiality requirement in this section.

Commented [MN22R20]: Consistent with Section 11.1 there should not be a subjective element to compliance with these items, please remove 'materially'.

Commented [JK23R20]: Thought we agreed to this on our call? TGI will still be protected under indemnification if there is a violation of applicable law but we do not want to be in breach of the agreement for a technical violation of every statute, regulation, guideline, etc.

Commented [MN24R20]: After further discussion, ok to keep 'materially'.

Commented [BF28]: Not defined

Commented [BF25]: Not defined

Commented [JK26R25]: Also, what is the Compliance Guideline for Distributors? Is it even applicable?

Commented [GN27R25]: This is an internal document that will be created for providing guidance on the sale of the Credit Insurance.

Commented [TP29]: I believe Distribution Guides are only required in Quebec. We currently have Certificates of Insurance, Applications to Enrol and Summary of ...

Commented [MN30R29]: Yes, now called Product Summary and Fact Sheet.

Commented [GN31R29]: We are ok with deleting distribution guides because it does say "as required by ...

Commented [TP32]: I believe Distribution Guides are only required in Quebec. We currently have Certificates ...

Commented [JK33]: What about SLAs?

Commented [GN34R33]: The businesses will need to discuss SLAs and perhaps this should be included as a ...

Commented [MN35R33]: SLAs to be determined and agreed upon in good faith as part of the implementation ...

("CASL"); (iii) the terms of the Canadian Affiliates' privacy policy for Debtors; (iv) the terms of TG's privacy policy for Applicants; and (v) other applicable privacy laws; as may be reflected in documentation provided to Debtors enrolling under the Master Policies or as otherwise agreed to by the Parties from time to time;

(c) will report to the Canadian Affiliates as soon as practicable any known instance or reasonable suspicion of any data or cyber breach of TGI and/or TGLI that involves Insured Debtors;

(d) will as soon as is practicable advise and forward to the Canadian Affiliates any Complaints they receive in respect of the Credit Insurance;

(e) remit all taxes, including sales taxes, that the Canadian Affiliates have provided to TGI or TGLI, as the case may be, to the appropriate entities;

(f) act as the sponsoring agency for the Canadian Affiliates in all jurisdictions (for example, Alberta, Saskatchewan, Manitoba, and New Brunswick) that require a sponsoring agency for regulatory or licensing purposes;

(g) reasonably assist and advise the Canadian Affiliates with their licensing and regulatory compliance requirements;

(h) direct the Canadian Affiliates of the rate of tax to apply to each premium based on the province or territory of residence of each certificate holder;

Commented [MN36]: Good faith approach, fully committed to have in place by Oct 1.

(i) develop a digital claims portal and make it available to customers at the later of the Launch Date or October 1, 2024;

(j) problem-solve claims process issues collaboratively with Canadian Affiliates;

(k) dedicate team member(s) for the claims follow-up process, including support for customer escalations;

(l) assign one dedicated ~~full time~~full-time employee to the relationship for the first 6-12 months who will be the day-to-day person working on integration, troubleshooting, reporting, financial flows between the two companies;

(m) work to launch a second product that excludes benefits for involuntary loss of employment;

(n) participate in 1-2 annual strategic planning sessions to discuss improvement opportunities, product roadmap, and other items relevant to the Program;

(o) construct and report on a customer satisfaction measurement program that will include gathering customer testimonials; and,

(p) conduct official monthly project meetings starting in August 2023 and until the Launch Date to ensure a smooth Program launch.

3.7 Beneficiary of Policy of Insurance. The named beneficiary of the Credit Insurance policies shall be Canadian Affiliates, and all proceeds shall be administered in accordance with this Agreement.

3.8 Credit Insurance Following Termination~~.~~ or Assignment. In the event of termination of this Agreement or the assignment of any Debtor Accounts or portion thereof, the provisions of this Article 3 shall remain in full force and effect with respect to Debtor Accounts which exist as of the date of termination or assignment until the earlier of: (i) the Debtor account is written off or fully paid; ~~(~~ or (ii) the Debtor itself cancels the Debtor ~~a~~Account. This provision shall not apply for Debtor Accounts in default by the Debtor in accordance with the terms of the Debtor Agreement, including third party collections, and the Credit Insurance thereon has been cancelled or lapsed in accordance

with the Master Policies. For greater clarity, in respect of Debtor Accounts, other than those that are in default and have been cancelled or lapsed, that are assigned, sold or transferred to an arm's length third party as part of an asset-backed securitization, the Canadian Affiliates will ensure that the billing and remittance of Credit Insurance Premiums on such Debtor Accounts will continue in accordance with this Agreement by the Canadian Affiliates or such arm's length third party acquiror of the Debtor Accounts until the Credit Insurance is terminated in accordance with the Master Policies.

3.83.9 This provision shall not apply for Debtor Accounts in default by the terms of the Debtor Agreement, including but not limited to a third-party debt sale or third party collections, and any Debtor Accounts collateralized as part of an Asset Back Securitization. For greater clarity, in the event that the Debtor aAccount that is not in default or part of an asset backed securitization has been sold to an arm's length third party, and Canadian Affiliates will ensure the buyer of the account continues to bill and remit premiums to TG in accordance with this Agreement until terminated in accordance with the terms of the Master Policies.

ARTICLE 4

SYSTEMS PROCESSING OF INSURANCE CLAIMS

4.1 Claims Review. Claims submitted via the Claims Digital Portal or directly submitted to TG.

(a) TG will, as promptly as possible, notify the Canadian Affiliates of any claims they receive from Insured Debtors from time to time for processing of such claims.

(b) TG will administer and process claims in accordance with the terms of the Master Policies.

(c) Claims will be administered and paid in accordance with the Certificate. The Insured Debtor will be required to provide TG with consent and proof of loss forms as outlined in the Certificate.

4.2 Claims Review. Claims submitted via the Canadian Affiliates.

(a) Canadian Affiliates will promptly forward or refer to TG any claims or claim inquiries that they receive from Insured Debtors as reasonably directed by TG from time to time for processing of such claims.

(b) TG will receive, administer and process claims in accordance with the terms of the Master Policies.

(c) Claims will be administered and paid in accordance with the Certificate. The Insured Debtor will be required to provide TG with consent and proof of loss forms as outlined in the Certificate.

ARTICLE 5

RECORD RETENTION

5.1 Canadian Affiliates Record Retention. Canadian Affiliates will maintain electronic copy of their records of premiums charged and paid in respect of Insured Debtors for a period of at least seven (7) years from the date of closing of the Debtor account or for such other time period: (i) as may be required in order to perform its obligations under this Agreement; (ii) for purposes of any limitation

Commented [JK37]: What are the standard SLAs surrounding claims processing? Need more here.

Commented [GN38R37]: For the businesses to determine. Perhaps add as a schedule.

Commented [MN39R37]: SLAs to be determined and agreed upon in good faith as part of the implementation and prior to launch.

period for actions as contemplated by Applicable Laws; or (iii) as otherwise required by Applicable Laws.

ARTICLE 6

REPORTING

6.1 Insurance Reports.

(a) Within ~~fifteen (15~~ten (10) calendar days after the end of each calendar month, the Canadian Affiliates shall provide to TG monthly reports which shall have the following information:

(i) for the month, and by the jurisdiction of residence of Debtors, the total insurance premiums and associated provincial sales taxes charged to Debtors and the total insurance premiums remitted by Canadian Affiliates to ~~TGI/TGLI~~TG;

(ii) the monthly insured Debtors;

(iii) the monthly insured balances by jurisdiction;

(iv) the monthly insurance cancellations;

(v) list of employees who have been trained;

(vi) list of employees who have been terminated;

(vii) such other information as may be agreed upon by the parties.

(b) The Canadian Affiliates also agree that they shall, upon reasonable request of TG, verify and provide full information to TG relating to whether a Debtor is insured, the premiums billed and due and the balance due on the Debtor Account at the time of a claim under a Master Policy

(c) TGI monthly reporting to include: new claims (total and type), active claims (total and type), dollar amount of benefits paid, approval rates, decline reasons, claims turnaround times, and trends;

(d) Reports shall be made available in the form and format as agreed upon by the parties. All reports will indicate which business line the respective premiums were generated in.

6.2 Reconciliation and Sales Report. The Canadian Affiliates shall provide TG with a monthly electronic reconciliation and sales report in the format mutually agreeable to the parties.

6.3 Other Reports. In addition to the information contemplated in this Agreement, the parties will provide each other such other reports as may be reasonably requested, in relation to the Program. The parties will use their respective commercially reasonable efforts to utilize existing systems and resources at no additional cost in order to produce such reports as may reasonably be requested; however, if they are not able to do so, then they shall first agree in writing on the reports to be produced, the process or reporting changes required to be effected to produce such reports, and the associated charges therefore, with each party acting reasonably.

Commented [MN40]: Agreed on 10 calendar days for reporting, remittance may be longer.

Commented [TP41]: Current reporting our vendor needs are monthly Insurance cancellations, employees who have been trained, employees that are terminated

Commented [MN42R41]: ok

Commented [JK43]: Not defined.

Commented [TP44]: Claims reporting should include the number of new claims, number of active claims and dollar amount of benefits paid monthly. Reporting should also include claims approval rates and decline reasons summarized at a high level (eg. Common exclusions) in order to recognize trends and possible future product changes.

Commented [MN45R44]: ok

Commented [TP46]: Claims reporting should include the number of new claims, number of active claims and dollar amount of benefits paid monthly. Reporting should also include claims approval rates and decline reasons summarized at a high level (eg. Common exclusions) in order to recognize trends and possible future product changes.

ARTICLE 7

COMPENSATION

7.1 **Fees**. TG will compensate the Canadian Affiliates with commissions at the rates set out in Schedule E on premiums received by TG.

7.2 **Taxes.** TG shall direct the Canadian Affiliates of the rate of tax to apply to each premium based on the province or territory of residence of each certificate holder.

ARTICLE 8

TERM AND TERMINATION OF THE AGREEMENT

8.1 **Term.** The initial term starts upon the Effective Date and continues until five (5) years following the Launch Date of the program unless otherwise terminated in accordance with its terms (the "**Initial Term**"). After the Initial Term, TG will have the right to renew this Agreement for a further three (3) years, after which the Agreement will be automatically renewed for successive three (3) year terms (each, a "Renewal Term") unless twelve (12) months prior to the expiration of such Renewal Term, as the case may be, one of the Parties gives notice to the others that it does not wish to renew the Agreement for the next Renewal Term.

8.2 **Termination by TG.** TG may terminate this Agreement at any time by providing not less than three hundred and sixty-five (365) days' notice of termination to Canadian Affiliates as a result of, in TG's reasonable discretion, material changes in the regulation of the Program that prevents TG from underwriting the involuntary unemployment, life and dismemberment, disability, or critical illness coverages for the Canadian Affiliates' Program for customers;

8.3 **Termination by the Canadian Affiliates.** The Canadian Affiliates may terminate this Agreement within ninety (90) days of a price change, ~~which effects either consumers or the Canadian Affiliates,~~ effected by TG pursuant to Paragraph 3.2 (c) herein that the Canadian Affiliates have not agreed to and have refused or disputed in writing prior to the price change being effected, by providing not less than 90 days' notice of termination to TG from the date of delivery of such refusal or dispute of a price change. Such right to terminate in response to a price change is in the sole discretion of the Canadian Affiliates.

8.4 **Termination by the Canadian Affiliates.** If the Canadian Affiliates receive ~~a request directly related to the credit insurance program fromof any Governmental or Regulatory Authority, including~~ any letter, request or directive ~~directly related to the credit insurance program of any kind~~of any kind from any ~~such~~ Governmental or Regulatory Authority, that prohibits, or restricts, ~~or unduly burdens~~ the Canadian Affiliates from carrying out their obligations under this Agreement ~~which has not ben satisfactorily addressed or corrected by TG~~, or if there is a change in Applicable Law ~~related to credit insurance and the obligations herein~~ that in the reasonable discretion of the Canadian Affiliates prohibits or restricts the Canadian Affiliates from carrying out their obligations under this Agreement, or otherwise has a material adverse impact on the Canadian Affiliates ~~AffiliatesAffiliates' ability to fulfil their obligations under this Agreement~~, then the parties agree to meet in good faith and use their best efforts to agree on an amendment to this Agreement to comply with the change in Applicable Law or directive from the Governmental or Regulatory Authority. If the parties are unable to reach such an agreement, the Canadian Affiliates may terminate the Agreement on sixty (60) days' written notice to TG, unless such change Applicable Law requires immediate termination.

Commented [GN47]: I do not believe that we should be evaluating "effect" of the price change, this could include indirect effects of price changes.

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Commented [JK48]: Added requirement for good faith effort to amend agreement in event of change in applicable laws or regulatory issue, but we ultimately need to be able to terminate if the change renders this program unviable for CURO.

Commented [MN49R48]: TGI accept the additional wording

Commented [JK50R48]: This should apply whether the law/regulation/etc. is directly related to credit insurance or not. A general law may still have a adverse impact on the program. Impact of the law is what is relevant, not intended target of law.

Commented [MN51R48]: If removing 'directly related to the credit insurance program', then should also remove 'unduly burdens', otherwise it is too general and ambiguous.

8.5 Termination for Default. In addition to any termination rights provided for specifically in this Agreement, any party may terminate this Agreement if an Event of Default occurs with respect to the other party and a notice of the Event of Default is delivered to the defaulting party specifying the nature of the Event of Default. If such Event of Default is not cured within thirty (30) days of written notice thereof, the non-defaulting party shall be entitled to terminate this Agreement immediately upon written notice to the other party.

8.6 Return & Destruction of Documents. Upon termination of this Agreement, a party shall, upon request of the other party, destroy all documents required to be retained under this Agreement. The party directed to destroy documents shall deliver written confirmation of such destruction and return to the other party upon completion thereof. Notwithstanding the foregoing, each party may retain a copy of the documents for regulatory and record-keeping purposes and such copy shall be deleted in accordance with the party's policies with respect to retention of records.

8.7 Use of Promotional Materials. The right of the Canadian Affiliates to use or distribute materials developed for use in the Program shall continue only so long as this Agreement remains in full force and effect.

8.8 Survival. Provisions that by their content are intended to survive the performance, termination, or cancellation of this Agreement shall survive the performance, termination, or cancellation of this Agreement, including, but not limited to, Articles 3, 4, 5, 6, 7, 9, 12, 15, and 16.

ARTICLE 9

INTELLECTUAL PROPERTY

9.1 **No Other Interests Granted.** Except as expressly provided herein, no property, license, permission or interest of any kind in or to the use of any trademark, trade name, colour combination, insignia or device of a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or non-performance of this Agreement or any part thereof. Each party agrees that it will in no way contest or deny the validity of, or the right or title of the other party in or to such trademark, trade name, colour combination, insignia or device, by reason of this Agreement, and will not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter. In addition, no party will utilize any such trademark, trade name, colour combination, insignia or device of the other party in any manner that would materially diminish its value or harm the reputation of the other party. Notwithstanding the foregoing, each Party ("Licensing Party") hereby provides the other Party ("Licensee") with a non-exclusive right and license to use and reproduce the Licensing Party's name, logo, registered trademarks and service marks ("Proprietary Material") in connection with the Program, or otherwise in connection with the fulfillment of Licensee's obligations under this Agreement; provided, however, that (1) Licensee shall at all times comply with written instructions provided by Licensing Party regarding the use of its Proprietary Material (or otherwise cease use of such Proprietary Material), and (2) Licensee acknowledges that, except as specifically provided in this Agreement, it will acquire no interest in Licensing Party's Proprietary Material.

9.1

~~9.1~~9.2 **Program Intellectual Property.** Each party shall continue to own such trademarks, trade names, service marks and other intellectual property including, without limitation, ideas, concepts, designs, specifications, models, processes, software systems, and technologies (hereinafter "**Intellectual Property**") owned or developed by such party (the "**Owning Party**") prior to the Effective Date or developed independently by such party on or after the Effective Date, notwithstanding the use thereof in connection with the Program. The other party shall be licensed to use the Owning Party's

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Intellectual Property during the term of this Agreement solely for the purpose of performing its obligations hereunder. Each party acknowledges that it is not acquiring any right, title or interest in the other party's Intellectual Property and agrees that it shall not attack the title or any rights of the Owning Party therein.

~~9.2~~9.3 **Program Promotional Material.** Canadian Affiliates may not use, distribute or publish any Program promotional materials without the prior approval of TG.

~~9.3~~9.4 **Effect of Termination.**

(a) Upon termination of this Agreement, any and all rights or privileges of each party to the use of the other party's Proprietary Material will cease. Notwithstanding the previous sentence, the parties shall have the right to continue to use the other party's Proprietary Material only as necessary to collect premiums on Insurance Products.

(b) Each party shall retain ownership of any of its own Intellectual Property.

ARTICLE 10

TGI/TGLI REPRESENTATIONS AND WARRANTIES

10.1 TG Representations and Warranties.

Each of TGI and TGLI represents and warrants that:

(a) It is a corporation duly formed and validly subsisting under the laws of Alberta and is duly authorized and licensed to provide the Credit Insurance.

(b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) This Agreement and the consummation by TG of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of TG and upon execution and delivery hereof, will constitute the valid and binding obligation of TGI/TGLI and is enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).

(d) All Insurance Products have and will be provided in accordance with the terms of the Master Policies and this Agreement.

(e) The Master Policies, applications and all materials and documents in accordance therewith produced by TG or otherwise approved by TG comply with all Applicable Laws.

(f) In connection with the TG's performance and all activities related to this Agreement, TG shall materially comply with all Applicable Laws.

(g) It has obtained, and shall maintain in full force during the term of this Agreement, such federal, provincial, municipal and local authorizations and licenses as are necessary to perform its obligations hereunder.

(h) The Proprietary Materials TG licenses to the Canadian Affiliates pursuant to Section 9.1, and their use as contemplated by this Agreement, do not violate or infringe upon, or constitute an infringement or misappropriation of, any patent, copyright, trademark, service mark, trade name or trade secret of any person or entity and TG has the right to grant the licenses.

ARTICLE 11

~~CURO'S AND~~ THE CANADIAN AFFILIATES' REPRESENTATIONS AND WARRANTIES

~~**CURO's Representations and Warranties.**~~

~~**CURO** represents and warrants that:~~

~~It is a consumer finance company, duly incorporated, organized and validly subsisting under the laws of Delaware, USA and is the controlling shareholder of each of the Canadian Affiliates.~~

~~It has the power and authority to enter into this Agreement and to perform its obligations hereunder.~~

~~This Agreement and the consummation by CURO and Canadian Affiliates of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of CURO and Canadian Affiliates, and upon execution and delivery hereof, will constitute the valid and binding obligation of CURO and the Canadian Affiliates and is enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).~~

~~In connection with its performance and all activities related to this Agreement, it shall comply with all Applicable Laws.~~

11.1 The Canadian Affiliates' Representations and Warranties.

Each of the Canadian Affiliates represents and warrants that:

(a) It is a consumer finance company, duly incorporated, organized and validly subsisting under the laws of Ontario as to Cash Money, and the laws of Alberta as to Lend Direct.

(b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) This Agreement and the consummation by the Canadian Affiliates of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Canadian Affiliates, and upon execution and delivery hereof, will constitute the valid and binding obligation of the Canadian Affiliates and is enforceable in accordance with its terms (except as such enforceability may be limited by equitable limitations on the availability of equitable remedies and by bankruptcy and other laws affecting the rights of creditors generally).

(d) All Credit Insurance provided will be voluntarily chosen by a Debtor and not made a condition of granting credit to a Debtor.

(e) In connection with its performance and all activities related to this Agreement, it shall comply with all Applicable Laws.

(f) It shall publicize a privacy policy including the contact information for its designated privacy officer in accordance with Applicable Laws.

(g) In connection with the Canadian Affiliates' performance and all activities related to this Agreement, the Canadian Affiliates shall materially comply with all Applicable Laws.

(h) The Canadian Affiliates shall obtain and shall maintain in full force during the term of this Agreement, such federal, provincial, municipal and local authorizations and licenses as are necessary to perform its obligations hereunder.

(i) Each the Canadian Affiliates has obtained on the Applications the consent of the Debtors to obtain from the Canadian Affiliates the customer personal information set forth in Paragraph 3.5(~~f~~e).

Commented [JK52]: Meant to refer to a different provision?

ARTICLE 12

INDEMNIFICATION

12.1 Indemnifications.

(a) **By TG.** Each of TGI and TGLI shall be liable to and shall indemnify, defend and hold harmless Canadian Affiliates and their respective directors, officers and employees and permitted assigns from and against any Losses arising out of any actual or alleged: (i) material act or practice or failure to act by TGI or TGLI or any of its or their employees, officers, directors, agents or subcontractors in the performance of its or their obligations under this Agreement; (ii) breach of a covenant or breach of representation or warranty made by TGI or TGLI herein; (iii) Claim that TGI or TGLI marks infringe any third party's patent, copyright, trademark or other legally recognizable intellectual property right; (iv) promotional inserts or statement messages included in Debtor Account statements or print or mass media advertising prepared by or at the request of TGI or TGLI; (v) Claim in respect of the Credit Insurance or Insurance Products; (vi) Claim in respect of any alleged or actual infringement of any third-party intellectual property rights from the use of services or products provided by TGI or TGLI; or (vi) Claim in respect of breach of confidentiality (including privacy) obligations by TGI or TGLI.

Commented [JK53]: Not defined.

(b) **By Canadian Affiliates.** Canadian Affiliates shall be liable to and shall indemnify, defend and hold harmless TGI and TGLI, and their respective directors, officers and employees and permitted assigns from and against any Losses arising out of any actual or alleged: (i) material act or practice or failure to act by Canadian Affiliates or any of their employees, officers, directors, agents or subcontractors in the performance of its or their obligations under this Agreement; (ii) breach of a covenant or breach of a representation or warranty made by Canadian Affiliates herein; (iii) Claim that Canadian Affiliates mark infringe any third party's patent, copyright, trademark or other legally recognizable intellectual property right; (iv) promotional inserts or statement messages regarding Insurance Products included in Account statements or print or mass media advertising prepared by or at the request of Canadian Affiliates.

12.2 Procedures for Indemnification.

(a) **Notice of Claims.** In the event any Claim is made, any suit or action is commenced, or any knowledge is received of a state of facts that, if not corrected, would give rise to a right of indemnification of a party hereunder ("**Indemnified Party**") by the other party ("**Indemnifying Party**"), the Indemnified Party will give notice to the Indemnifying Party as promptly as practicable, but, in the case of a lawsuit, in no event later than the time reasonably necessary to enable the Indemnifying Party to prepare and file a timely answer to the complaint. Notwithstanding the foregoing, failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by such Indemnifying Party as a result of such failure. The Indemnified Party shall make available to the Indemnifying Party and its counsel and accountants at reasonable times and for reasonable periods, during normal business hours, all books and records of the Indemnified Party relating to any such possible Claim for indemnification, and each party hereunder will render to the other such assistance as it may reasonably require of the other (at the expense of the party requesting assistance) in order to insure prompt and adequate defence of any suit, claim or proceeding based upon a state of facts which may give rise to a right of indemnification hereunder.

(b) The Indemnifying Party shall promptly after receipt of any notification of an Claim assume the defense of the Claim and, through counsel mutually agreeable to the parties, and at its own expense, to commence the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith. The Indemnified Party shall have the right to employ additional separate counsel in defense of any Claim, but the

fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the Indemnifying Party has failed to assume the defense or employe counsel reasonably acceptable to Indemnified Party. The Indemnifying Party shall not settle any Claim without the Indemnified Party's consent, which consent shall not be unreasonably withheld or delayed for any reason if the settlement involves only payment of money, and which consent may be withheld for any reason if the settlement involves more than the payment of money, including any admission by the Indemnified Party or lack of a full release.

(c) **Limitation on Liability.** Notwithstanding anything to the contrary in the Agreement, Canadian Affiliates and TGI and TGLI will not be liable to the other under this Agreement for any punitive, exemplary, indirect, or consequential damage claims, including, without limitation, lost or prospective profits, anticipated sales, or diminution in the value of goodwill. The damages limitation of this paragraph will not apply to: (i) breaches of the confidentiality obligations of Article 16 of this Agreement; (ii) losses from breaches of the obligations provided in Paragraph 3.2, and 3.4 ~~3.4, and 3.5~~ herein or (ii) losses that result from third party claims subject to indemnification under this Agreement to the extent they are awarded judgment. Notwithstanding the foregoing, either party's liability for a breach of the obligations provided in Paragraphs 3.2 and 3.4 shall be limited only to damages incurred from the time of the breach until it is cured, and in any event shall not exceed ~~two~~five million ($~~2~~5,000,000) dollars. The provisions of this Paragraph [HYPERLINK \l "_bookmark3"] shall survive the expiration or termination of this Agreement.

Commented [GN54]: TG cannot accept this change. These obligations relate to indirect of consequential damages because they relate to breach of the exclusivity (3.2) and the launch (3.4) so these can relate to lost business.

Commented [JK55R54]: Section 3.5 applies to too many situations, and section 3.4 has been reworked and should not be included here, as a failure to launch the product on time may not be our fault.

Commented [MN56R54]: If there is a failure to launch, then the only likely damages that are available to either party are lost profits. Lost profits are expressly excluded under the Limitation of Liability as currently written. Therefore, 3.4 must be included. Note that this limitation of liability exclusion applies to both TG and the Canadian Affiliates and therefore if one party is in breach for failing to launch, the other party would be entitled to the lost profits as its remedy. We are ok with the Limitation of Liability in respect of paragraph 3.5 and are ok with it not being an exception to the Limitation of Liability.

Commented [MN57R54]: Wording ok, changing cap to $5M.

ARTICLE 13
TECHNOLOGICAL OR SYSTEMS CHANGES

Technology System Changes.

13.1 **Costs.** Unless the parties otherwise agree, each party is responsible for its own technology costs including without limitation testing costs related to system changes initiated by the other party.

ARTICLE 14
CONTACT LISTS

14.1 **Contact Lists.** Upon execution of this Agreement the parties shall exchange contacts lists, which shall include names, titles, phone numbers, email addresses, and cell phone numbers, if applicable, of the person in each organization who is responsible for providing the approvals contemplated by this Agreement. Such list shall include an alternative for each and every person and shall be updated by the parties from time to time.

ARTICLE 15
BOOKS & RECORDS

15.1 **Records & Examination by TG and the Canadian Affiliates**. The Canadian Affiliates and TG shall keep an accurate record of all transactions that occur under this Agreement.

15.2 **Right to Audit**

Annually during the Term and thereafter until the time at which each party is relieved of its obligations pursuant to Paragraph [HYPERLINK \l "_bookmark0"] either party will have the right

to reasonably request an audit on not less than ten (10) business daystwo (2)five (5) Business dDays to have it or its Audit Representatives conduct an audit of the party's operation in in connection with the Program and the party's obligations hereunder and will permit and will provide reasonable access and assistance to the performance of any such audit. If an issue is discovered during an audit, then the auditing party shall be entitled to additional audits on a quarterly basis until the issue is resolved. In addition to the above audit rights, TG shall have the right to audit gross premiums billed, net premiums remitted and the processes implemented by Canadian Affiliates in connection with the Program. In addition to the above audit rights, Canadian Affiliates shall have the right to audit the Program's costs, claims approvals and claims payments by TG in connection with the Program.

Commented [JK58]: We could accept five business days as a compromise.

15.3 Regulatory Access.

(a) During the Term and thereafter until the time at which each party is relieved of its obligations pursuant to Paragraph [HYPERLINK \l "_bookmark0"] each party will provide access upon other party's reasonable request to all data, records, documents and other information required to enable Audit Representatives and Governmental or Regulatory Authorities to exercise their respective audit rights under this Agreement or otherwise required for requesting party to comply with the requirements of any Governmental or Regulatory Authority having jurisdiction over it.

(b) Each party will ensure that all data, records, documents and other information maintained pursuant to Paragraph [HYPERLINK \l "_bookmark4"] are at a minimum maintained in accordance with industry standards.

(c) Each party agrees to provide access to the books and records that pertain to the Canadian Affiliates' relationship with TGI or TGLI and their Affiliates to any Governmental or Regulatory Authority, upon the request of such Governmental or Regulatory Authority for that express purpose, and each party agrees that any such Governmental or Regulatory Authority will be a third party beneficiary, entitled directly to enforce this provision on its own right.

ARTICLE 16

CONFIDENTIAL INFORMATION

16.1 Confidential Information. During the term of this Agreement and after its expiration or termination, all materials and information supplied by one party to the other party in the course of each party's performance of its obligations under this Agreement, including but not limited to, information concerning a party's marketing plans, technological developments, customer lists, Personal Information related to individual customers, membership lists, data bases, charge transaction data, and each party's financial results and the terms of this Agreement are confidential ("**Confidential Information**"). Confidential Information shall not include any information that: (i) was known to the receiving party at the time of disclosure or developed independently by such party without violating the terms herein; (ii) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party; or (iii) is disclosed to the receiving party by a third party that is not prohibited by law or agreement from disclosing the same.

16.2 Permissible Uses. Confidential Information shall be used by each party solely in the performance of its rights and obligations pursuant to this Agreement. Each party shall receive Confidential Information in confidence and not disclose Confidential Information to any third party, except as: (i) agreed upon in writing by the other party; (ii) is otherwise authorized in this Agreement, or (iii) may be required by Applicable Law, provided that all reasonable measures are taken to preserve

the confidentiality of such Confidential Information in any such proceeding and the disclosing party is notified within a reasonable time, subject to Applicable Law, so that the disclosing party may seek a protective order.

16.3 Property of Disclosing Party. Each party acknowledges that the Confidential Information has tangible value, is confidential and proprietary to the disclosing party. No disclosure by a party hereto of Confidential Information of such party to the other party shall constitute a grant to the other party of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party. Notwithstanding the above, a party shall be allowed to maintain any Confidential Information it is required to maintain by Applicable Law.

16.4 Permissible Disclosures. This Article 16 shall not restrict: (i) the disclosure Canadian Affiliates of information relating to their relationship with a Debtor to a credit reporting agency; (ii) the disclosure by Canadian Affiliates to any third party in order to conduct their normal course of business, including to any line of credit processor, provided that the third party agrees to keep the information confidential; (iii) the disclosure of information by either party to their attorneys, accountants, auditors, regulators, or as may be required by recognized securities exchanges; (iv) the disclosure by TG of any information required to be disclosed in connection with or related to a sale of the Insured Products; (v) the disclosure to Affiliates, provided the disclosing party assumes full responsibility for any failure by the Affiliates to abide by this Article 16; or (vi) the disclosure to any consultant, subcontractor, or service provider who requires such information in order to carry out the disclosing party's duties in relation to this Agreement, provided, the disclosing party assumes full responsibility for any failure by the consultant, subcontractor, or service provider to abide by the terms of this Article 16. The parties shall use all reasonable efforts to transmit Confidential Information to any regulator or entity involved in a public or private securitization in confidence and to secure the cooperation of the regulator or entity in preserving the confidentiality of such Confidential Information.

16.5 Security of Confidential Information. The parties shall maintain information security policies and procedures that include administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized access to, and use of, Confidential Information; and (iv) ensure the proper disposal of Confidential Information. All personnel handling Confidential Information shall have been appropriately trained in the implementation of the applicable party's information security policies and procedures, as applicable. Both parties regularly audit and review their respective information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, information systems or threats or hazards to Confidential Information. In the event a party has actual knowledge of actual or threatened unauthorized access to Confidential Information, such party shall promptly notify the other party of such unauthorized access and take appropriate action to prevent further unauthorized access, and in the case of Personal Information, the provisions of Paragraphs 16.6(b) and 16.6(c) shall also apply. Both parties shall cooperate with each other to provide any notices and information regarding such unauthorized access as required by Applicable Law.

16.6 Remedies.

(a) In the event of any disclosure or loss of Confidential Information, the receiving party shall notify the disclosing party as promptly as possible. In the event of any breach or threatened breach of this Article 16, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-

breaching party from any violation of this Article 16 will be impossible to calculate and will therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary and permanent injunctive relief against the breaching party and any other rights and remedies to which the non-breaching party may be entitled to under Applicable Law, in equity and under this Agreement for any violation of this Article 16.

(b) In the event of an unauthorized disclosure of Personal Information or other breach or violation of Applicable Laws related to the privacy of Personal Information, the parties shall, subject to and in accordance with Applicable Laws, promptly meet to discuss of an appropriate course of action, including whether to: (i) notify the applicable privacy commissioner(s) of the circumstances regarding the unauthorized disclosure of Personal Information, and the proposed reasonable mitigation with respect thereto; and/or (ii) notify the impacted Insureds, Applicants or Prospects, as the case may be, of the circumstances regarding the unauthorized disclosure of their Personal Information, and provide reasonable mitigation with respect thereto. Should the parties fail to agree upon an appropriate course of action, each party shall be responsible for its own obligations.

(c) In the event that a privacy commissioner commences any form of mediation, investigation, or inquiry into a complaint by an individual with respect to their Personal Information, or the unauthorized disclosure of Personal Information or other breach or violation of Applicable Laws related to the privacy of Personal Information, each party shall use commercially reasonable efforts to assist and cooperate with the other party with respect thereto.

ARTICLE 17

MISCELLANEOUS

17.1 Force Majeure. If either party fails to perform its obligations under this Agreement in whole or in part as a consequence of catastrophic events wholly beyond its reasonable control (including, acts of God, public utility failure, epidemics, embargos, war, acts of terrorism, or nuclear disaster), such failure to perform shall not be considered an Event of Default or other failure to perform such party's obligations during the period of such disability, unless such party had an applicable disaster recovery or back up plan for the type of event. Upon the occurrence of any Force Majeure Event as described in this Paragraph, the disabled party shall nonetheless use its reasonable commercial efforts to meet its obligations as set forth in this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a Force Majeure Event, the expected duration of such inability to perform, and of any developments (or changes therein) that appear likely to affect the ability of that party to perform any of its obligations hereunder in whole or in part. Neither party shall have any liability to the other in respect of a failure to meet a service level requirement due to a Force Majeure Event.

17.2 Notification of Claims.

Any party will notify the other party as promptly as possible of any Ccomplaints or Claims made by a Debtor through any governmental or quasi-governmental agency or regulatory body regarding the subject-matter of this Agreement.

Such reports must contain: (i) information requested by the other party; (ii) the identity of the party making the complaint; (iii) a description of the grievance; (iv) the date of receipt by that party of the complaint; and (v) the date and action taken to resolve the complaint.

Commented [JK59]: How are responses handled?

Commented [GN60R59]: It depends on the type of Claim. Too uncertain to specify at this time.

Commented [JK61]: Intended to include Complaints as defined in the Agreement?

Commented [GN62R61]: Yes. We are required to report complaints broadly defined.

Commented [JK63]: Intended to include Complaints as defined in the Agreement?

Commented [MN64R63]: Yes

Commented [JK65]: What about other types of Claims?

Commented [GN66R65]: Other types of Claims addressed in 12.2

17.3 Notices. Notices, requests and approvals required by this Agreement: (i) shall be in writing on paper; (ii) shall be addressed to the parties as indicated below unless notified in writing of a change in address; and (iii) shall be deemed to have been given either when personally delivered or, if sent by mail, in which event it shall be sent by recognized overnight courier, upon delivery thereof, or, if sent by e-mail, upon delivery thereof only upon confirmation of receipt, provided a copy is sent by regular mail. The addresses of the parties are as follows:

~~To CURO: CURO Group Holdings Corp.~~

To Cash Money:

CURO Canada Corp dba Cash Money
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
Attention: Chief Legal Officer
Email: [HYPERLINK "mailto:legaldept@curo.com"]; beccafox@curo.com

To LendDirect:

LendDirect c/o Cash Money
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
Attention: Chief Legal Officer
Email: [HYPERLINK "mailto:legaldept@curo.com"]; beccafox@curo.com

To TGI and TGLI:

Trans Global Insurance Company or Trans Global Life Insurance Company
16930 – 114 Avenue
Edmonton, Alberta T5M 3S2
Attention: Vice President, Legal and Corporate Secretary
email: legal@thebrick.com

17.4 Binding Effect. This Agreement shall bind TGI, TGLI, ~~CURO~~ and Canadian Affiliates and their successors and permitted assigns.

~~**Compliance; Effect of Statutes and Regulation.** In the event of a change in Applicable Law which makes any provision of this Agreement unenforceable or illegal, the parties shall mutually agree upon an amendment to this Agreement to comply with the change. If they cannot agree, notwithstanding any of the provisions of this Agreement to the contrary, this Agreement shall be deemed to be amended to conform with Applicable Laws, now or hereafter enacted or decided, or as amended from time to time, and all rules and regulations from time to time promulgated under the authority of such laws.~~

Commented [JK67]: Section 8.4 should cover this.

17.5 Currency. Except as otherwise expressly provided in this Agreement all dollar amounts referred to in this Agreement are stated in Canadian Dollars.

17.6 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of ~~Onatio~~Ontario and the federal laws of Canada applicable therein.

17.7 Arbitration. Except with respect to disputes arising from a misappropriation or misuse of any party's proprietary and intellectual property rights or a breach of a party's confidentiality, privacy

and security obligations, which may be brought in any court of competent jurisdiction in the Province of Ontario, any dispute, controversy or claim arising under or otherwise in connection with this Agreement (including any interpretation, breach, termination, validity or enforceability of any provision hereof) (a "**Dispute**") shall be resolved as follows: any party may notify another party (the "**Notified Party**") in writing of its desire to resolve a Dispute, and such parties shall exercise good faith efforts to resolve such Dispute through direct negotiation between senior executives of each of the parties involved. If the Parties involved fail to resolve the Dispute within ten (10) business days after the Notified Party's receipt of notice of the Dispute, the Dispute will be submitted for resolution by final and binding arbitration by a sole arbitrator chosen by the parties involved (or appointed by a judge of the Superior Court of Justice of Ontario in case of disagreement) under the *Arbitration Act, 1991* (Ontario) (the "**Act**"), upon written notice of demand for arbitration by the party seeking arbitration, setting forth the specifics of the matter in controversy or the claim being made. The arbitration will take place in the City of Toronto, Ontario unless otherwise agreed to by the parties involved, and the arbitrator will conduct such arbitration in a manner it considers appropriate, subject to the Act, in the English language. The parties desire that any Dispute should be conducted in strict confidence and that there will be no disclosure to any person of the existence of the Dispute or any aspect of the Dispute except as is necessary for the resolution of the Dispute. The arbitrator will have the right to determine all questions of law and jurisdiction, including questions as to whether a claim arbitral able, and will have the right to grant legal and equitable relief, including injunctive relief, and the right to grant permanent and interim injunctive relief, and final and interim damages awards. The arbitrator will also have the discretion to award costs, including reasonable legal fees and expenses, reasonable experts' fees and expenses, reasonable witnesses' fees and expenses, pre-award and post-award interest and costs of the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction in the Province of Ontario (Canada).

17.8 **Expenses.** Except as otherwise provided herein, each party will bear all expenses connected with its performance and its obligations hereunder and neither of the parties will have the right to incur any expense or liability on behalf of any other party hereto.

17.9 **Assignment.** Canadian Affiliates shall not make any assignment of this Agreement or any of the obligations herein without the prior written consent of TG, which shall not be unreasonably withheld.

17.10 **Change of Control**. Each party shall promptly as possible, notify the other party of any Change of Control.

17.11 **Disaster Recovery.** Each party shall maintain disaster recovery capabilities which includes maintaining backup systems, redundant data ~~connecitons~~connections, and performing daily backups of all primary databases to such systems.

17.12 **Press Release.** Except as may be required by Applicable Law or any stock exchange, neither party, shall issue a press release to the general public or make any public announcement referencing the other party without the prior written consent of such other party, which consent shall not be arbitrarily or unreasonably withheld or delayed; provided that no consent shall be required for non-written exchanges with the investment community about such other party's role in the Program and the financial effects of the Program on such party that are consistent with such other party's public disclosures.

17.13 **Relationship of the Parties.** The parties agree that in performing their responsibilities pursuant to this Agreement they are in the position of independent contractors. This Agreement is not

intended to create, nor does it create and shall not be construed to create, a relationship of partners or joint ventures or any association for profit between and among ~~CURO and~~ Canadian Affiliates, TGI, or TGLI, nor make any party hereto (or any of such party's employees, agents or representatives) an employee, agent or representative of the other party, or confer on either party any express or implied right, power or authority to enter into any agreement, express or implied, or to incur any obligation on behalf of the other party.

17.14 Severability. If any provision of this Agreement or portion thereof is rendered invalid, illegal, void or unenforceable by reason of Applicable Law, all other provisions of this Agreement shall nevertheless remain in full force and effect provided, that if the invalidity or unenforceability of any one provision fundamentally alters the nature of this Agreement or frustrates the parties' fundamental intentions with respect to this Agreement, the parties agree to negotiate in good faith a new agreement containing substantially similar rights and obligations.

17.15 Entire Agreement; Modifications and Changes. This Agreement, together with any Schedule attached hereto, constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements, written and oral, relating to the subject matter hereof. This Agreement may only be amended by a written document signed by each of the parties. In the course of the planning and coordination of this Agreement, written documents have been exchanged between the parties. Such written documents shall not be deemed to amend or supplement this Agreement.

17.16 Waiver. Failure by any of the parties to this Agreement to enforce or insist upon compliance with any provision of this Agreement shall not be construed as a waiver of its right to enforce or insist upon compliance with such provision, or other provisions in the future. A wavier by either party of a breach of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach by either party. Neither party shall be deemed to have waived any of its rights, powers, or remedies pursuant to this Agreement unless such waiver is contained in a written instrument signed by an authorized officer of the waiving party.

17.17 Interpretation. This Agreement has been cooperatively and mutually drafted and shall not be construed or interpreted more strictly against either party.

17.18 No Third-Party Beneficiaries. This Agreement and the rights and obligations created under it shall binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

17.19 Subcontractors. Canadian Affiliates may not, without obtaining TG's prior consent, subcontract with a third party, to perform its material duties under this Agreement. Canadian Affiliates will be responsible for all acts and omissions of any subcontractor and shall cause all subcontractors to comply with all applicable terms and conditions of this Agreement, including confidentiality requirements.

17.20 English Language Only. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations, soient rédigés en anglais seulement.

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17.21 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. For purpose of this Agreement, including the consummation of the transactions contemplated hereby, transmission of electronic signatures on this Agreement shall be valid and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

~~**CURO GROUP HOLDINGS CORP**~~		**TRANS GLOBAL INSURANCE COMPANY**	
~~By:~~		By:	
~~Name:~~	~~Gary L. Fulk~~	Name:	Moe Assaf
~~Title:~~	~~CEO~~	Title:	VP, Financial Services
~~By:~~		By:	
~~Name:~~		Name:	
~~Title:~~		Title	

CURO CANADA CORP. O/A CASH MONEY		**TRANS GLOBAL LIFE INSURANCE COMPANY**	
By:		By:	
Name:	Gary L. Fulk	Name:	Moe Assaf
Title:	CEO	Title:	VP, Financial Services
By:		By:	
Name:		Name:	
Title:		Title	

LENDDIRECT CORP.

By:

Name: Title: Gary L. Fulk
CEO

By:

Name: Title

SCHEDULE A

TRANS GLOBAL INSURANCE COMPANY GROUP MASTER POLICY CC-10012024-P

TRANS GLOBAL INSURANCE COMPANY (THE "COMPANY")

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # CC-10012024-P

DECLARATIONS

Group Policyholder and Address: CURO Canada Corp dba Cash Money ("Cash Money")
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
(the "Insured")

Group Policy Period: From October 1, 2024, until terminated in accordance with the terms and conditions of this Policy.

Group Policy Limit: Up to fifteen thousand ($15,000) dollars.

Endorsements made a part of this Policy at time of issuance: None.

Schedules attached to and forming part of this Policy: Schedule "F" – Form of Certificates of Insurance (the "Certificates")

Signed on behalf of the Company	Accepted by the Insured
TRANS GLOBAL INSURANCE COMPANY	**CURO CANADA CORP.**
Per: ____________________	Per: ____________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

TRANS GLOBAL INSURANCE COMPANY HEAD OFFICE – EDMONTON

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # CC-10012024-P

I. INTEREST AND LIABILITY LIMITS

The insurance provided covers the interest of the Insured in the financial well-being of the Insured Debtors, up to a maximum of fifteen thousand ($15,000) dollars per account for each type of coverage and continues as long as there is an outstanding balance of the Insured Debtor's Financing Contract. The insurance shall terminate upon:

(i) when the Company has terminated the coverage;
(ii) when the Insured terminates this Master Policy;
(iii) The date when the Insured Debtor's Cash Money Financing Contract is terminated; or
(iv) The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance; however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

II. PREMIUM BILLINGS

The Insured agrees to compute and pay the Company the premium(s) billed on the basis of the reporting provisions. Premium shall be due and payable in respect of each enrollment in the month on the tenth (10th) Calendar Day of the following month by the Insured and shall be billed to each Insured Debtor in accordance with the Insured's standard Financing Contract. Provided that, if the 10th Calendar Day of the month is a weekend or holiday, then premiums payable will be paid on the previous Business Day net of commissions payable to Cash Money in accordance with Schedule E.

The premium billed to the Insured Debtor by the Insured shall not exceed the premium charged by the Company to the Insured for the coverage. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

III. REPORTING PROVISIONS AND RATES

The Insured agrees to deliver to the Company in such format as agreed to by the Insured and the Company, a monthly report within seven (7) Business Days after the end of each calendar month relating to the immediately prior month. The premium for each Insured Debtor must be submitted to the Company with the monthly report setting forth the premium charges for the insurance separately by province of residence of the Insured Debtors.

The Insured Debtor's premium shall be the premium amount set out in the Insured Debtor's Financing Contract. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

The Company shall provide monthly claims report (total and by type), claims turnaround times and trends to the Insured.

IV. ELIGIBLE PLAN MEMBERS

The insurance coverage under this Policy is limited to covering the Insured for individuals who are liable directly or indirectly to the Insured under the Cash Money Financing Contract and have agreed to pay the required premium to the Insured. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor will be the first person who is named on the Financing Contract.

V. INSURING AGREEMENT

In consideration of the payment of premiums by Insured Debtors and the remittance of such premiums by the Insured, the Company will insure against the risks and provide benefits described in Parts A, B, C and D, of Certificates issued to Insured Debtors for residents of all provinces expect Quebec, under and in accordance with this Group Policy, subject to all of the terms, conditions, limitations and exclusions set out in each such Certificate.

The Contract of Insurance consists of this Group Policy, including Schedules to this Group Policy; the Insured's application for insurance, if any, attached to this Group Policy and any amendment(s) to this Group Policy made in writing in accordance with the requirements of this Group Policy.

The Contract of Insurance can be changed or amended without the consent of any Insured Debtor.

The insurance provided under this Group Policy covers the interest of the Insured in the financial well-being of the Insured's customers, up to a maximum of fifteen thousand ($15,000) dollars per Outstanding Balance.

VI. EFFECTIVE DATE, AMOUNT AND TERM

Coverage under this Policy for an Insured Debtor is effective when the Company or the Insured:

(i) receives the Insured Debtor's signed application for insurance or when the Company or the Insured receive some other form of confirmation of application from the Insured Debtor acceptable to the Company (the "Effective Date"); and

(ii) the Insured Debtor's application for the Financing Contract is approved.

The Insured Debtor's coverage per Financing Contract under this Policy shall not exceed the lesser of the Insured Debtor's Outstanding Balance, on the Date of Loss, or fifteen thousand ($15,000) dollars as long as the coverage of the Insured Debtor has not been cancelled or terminated.

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VII. GENERAL PROVISIONS

A. Cancellations

1. Coverage to the Insured in respect to any Insured Debtor shall end the sooner of:

    a. Immediately upon receipt by the Insured or the Company of the Insured Debtor's written request to end the insurance coverage.
    b. The date that is thirty-one (31) days from the date the Insured Debtor has been given notice by the Insured or the Company of termination of this Policy.
    c. The date when the Insured Debtor's Cash Money Financing Contract is terminated.
    d. The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance; however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

2. This Policy may be terminated by the Company by giving at least three hundred and sixty-five (365) days' written notice to the Insured, provided, in the Company's reasonable discretion, material changes in the regulation of the Policy prevents the Company from complying with obligations of the Policy. Unless terminated as provided herein, this Policy shall be in effect during the term and any renewal thereof and will continue with respect to Insured Debtors who owe the Insured premiums as of the date of termination of this Agreement until the earlier of:

    a. the Outstanding Balance under the Financing Contract is written off or fully paid, or
    b. the Insured Debtor cancels the Financing Contract, or
    c. this Policy is terminated as provided herein.

    If the Policy is cancelled for any reason, the Insured agrees to surrender all unused certificates to a Company representative and cease publication and distribution of certificates. In the event of termination of this Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of termination of the Policy to the Insured Debtors by prepaid first-class mail. If the Policy has been terminated by the Company, the Insured shall be reimbursed by the Company for the expense of giving such notice.

3. All claims incurred with a Date of Loss prior to the date of cancellation will be honored by the Company.

B. Changes

Notice to any agent of the Company or knowledge possessed by an agent of the Company or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, except by endorsement issued by the Company to form a part of this Policy.

This Policy may be changed by the Company giving at least sixty (60) days' written notice to the Insured. In the event of a change to the Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of change to the Insured Debtors. The Insured shall be reimbursed by the Company for the expense of giving such notice.

C. Claims

Notice of loss, which may give rise to a claim under this Policy, shall be filed in writing or submitted via the digital claims portal by the Insured Debtor with the Company within ninety (90) days from the date of such loss. Failure to report the loss within the stated period of time will invalidate any claim under this Policy.

Proof of loss in writing and any required receipts, certificates or reports must be furnished to the Company at its head office within ninety (90) days or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of such loss must be furnished to the Company or submitted via the digital claims portal at such intervals as it may require. Costs incurred by the Insured Debtor to obtain proof or evidence of his or her loss will be at the Insured Debtor's own expense.

The Insured Debtor will provide written authorization for the Company to make inquiries of their past and present employers for the settlement of their involuntary unemployment claims as the Company considers necessary. All proper claims will be paid regardless of any coverage they may have under any other Policy.

D. Legal Proceedings

No legal action may be brought against the Company unless it is brought within twenty-four (24) months after proof of loss or the end of the period within which proof of loss should have furnished to the Company; or the shortest applicable limit of time established by law if a shorter period. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

E. Clerical Error

The insurance shall not be invalidated in whole or in part in the event the Insured fails, due to clerical error, to furnish proper or necessary information relative to insurance under the Policy. The insurance of any Insured Debtor shall not be cancelled in the event the Insured fails, due to a clerical error, to make the required premium payments on account of such insurance, or in the event the Insured, due to clerical error, reports erroneously a cancellation under the provisions of this Policy.

F. Records

The Insured agrees to keep accurate records of all transactions in respect of which insurance is provided under this Policy. The Company through its authorized representatives and at reasonable times shall have access to the Insured's books and records for the purpose of determining the actual premiums due. The Company shall keep all information to which it gained access through any examination or inspection of the Insured's records strictly confidential and in compliance with applicable laws, including privacy laws, and shall provide the Insured with written assurance that it will do so in form satisfactory to the Insured.

Confidential

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G. **Non-Participation**

This Group Policy does not provide for participation in any surplus or profits of the Company whether distributed or not.

H. **Lapse and Reinstatement of Coverage**

The insurance shall terminate when there is no Outstanding Balance Amount and shall be automatically reinstated when the Insured Debtor becomes current on their account in accordance with the Financing Contract, provided the insurance has not been terminated.

I. **Subrogation**

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Debtor's rights of recovery therefore against any person or organization (other than the Insured and its affiliates) and the Insured and its Insured Debtors shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured and its Insured Debtors shall not do anything after any loss or damage to prejudice such rights.

J. **Group Policy and Certificate Differences**

In the event this Group Policy and the Certificate issued to the Insured Debtor contain any inconsistencies or ambiguities regarding the Insured Debtor's coverage, the terms of the Certificate will prevail.

VIII. DEFINITIONS

BUSINESS DAY shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Alberta or the Province of Ontario.

CALENDAR DAY means every day on the calendar, including weekends and public holidays.

DATE OF LOSS is the date the event or occurrence, giving rise to a claim under the Policy.

EFFECTIVE DATE For the coverages provided under Parts A, B, C and D, is the date that the customer's enrollment for insurance is received.

FINANCING CONTRACT is the contract for the financing of a credit facility, including without limitation a loan, a line of credit, a credit card, other debt or financing facility, entered into by the Insured Debtor with the Insured.

INSURED DEBTOR is a financing customer of the Insured who has entered into a Financing Contract with the Insured and whose application has been accepted for participation in the Credit Payment Protection Program, who agreed to pay the required insurance premiums under the terms and conditions of this Policy, and whose insurance under the Policy has not been cancelled or terminated. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor is deemed to be the first person who is named on the Financing Contract.

OUTSTANDING BALANCE OR OUTSTANDING FINANCING CONTRACT AMOUNT is the total of amounts, including the premium for this Policy, owing by the Insured Debtor's pursuant to the Financing Contract prior to the Date of Loss plus any additional advances or charges incurred and less any payments made on their Line of credit up to the Date of Loss.

SPOUSE means the individual that you are legally married to; or your partner in a common-law relationship, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

IN WITNESS WHEREOF the Company has caused this Policy to be executed and attested, and effective on delivery.

TRANS GLOBAL INSURANCE COMPANY	**CURO CANADA CORP.**
Per: ______________________	Per: ______________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

SCHEDULE B

TRANS GLOBAL LIFE INSURANCE COMPANY GROUP MASTER POLICY CC-10012024-L

TRANS GLOBAL LIFE INSURANCE COMPANY (THE "COMPANY")

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY #CC-10012024-L

DECLARATIONS

Group Policyholder and Address: CURO Canada Corp dba Cash Money ("Cash Money")
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
(the "Insured")

Group Policy Period: From October 1, 2024, until terminated in accordance with the terms and conditions of this Policy.

Group Policy Limit: Up to fifteen thousand ($15,000) dollars.

Endorsements made a part of this Policy at time of issuance: None.

Schedules attached to and forming part of this Policy: Schedule "F" – Form of Certificates of Insurance (the "Certificates")

Signed on behalf of the Company	Accepted by the Insured
TRANS GLOBAL LIFE INSURANCE COMPANY	**CURO CANADA CORP.**
Per: ______________________	Per: ______________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

TRANS GLOBAL LIFE INSURANCE COMPANY

HEAD OFFICE – EDMONTON

CASH MONEY CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY #CC-10012024-L

I. INTEREST AND LIABILITY LIMITS

The insurance provided covers the interest of the Insured in the life and well-being of the Insured Debtors, up to a maximum of fifteen thousand ($15,000) dollars per account for each type of coverage and continues as long as there is an outstanding balance on the Insured Debtor's Line of credit. The insurance shall terminate upon:

(i) when the Company has terminated the coverage;
(ii) when the Insured terminates this Master Policy;
(iii) The date when the Insured Debtor's Cash Money Financing Contract is terminated; or
(iv) The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance, however, the insurance coverage will be automatically reinstated when the Payment obligations become current.,

II. PREMIUM BILLINGS

The Insured agrees to compute and pay the Company the premium(s) billed on the basis of the reporting provisions. Premium shall be due and payable in respect of each enrollment in the month on the fifteenth (10th) Calendar Day of the following month by the Insured and shall be billed on each Insured Debtor in accordance with the Insured's standard Financing Contract. Where the 10th Calendar Day of the month is a weekend or holiday, then premiums payable will be paid on the previous Business Day net of commissions payable to Cash Money in accordance with Schedule E.

The premium billed to the Insured Debtor by the Insured shall not exceed the premium charged by the Company to the Insured for the coverage. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

III. REPORTING PROVISIONS AND RATES

The Insured agrees to deliver to the Company in such format as agreed to by the Insured and the Company, a monthly report within seven (7) Business Days after the end of each calendar month relating to the immediately prior month. The premium for each Insured Debtor must be submitted to the Company with the monthly report setting forth the premium charges for the insurance separately by province of residence of the Insured Debtors.

The Insured Debtor's premium shall be the premium amount set out in the Insured Debtor's Line of credit Financing Contract.

The Company shall provide monthly claims report (total and by type), claims turnaround times and trends to the Insured.

IV. ELIGIBLE PLAN MEMBERS

The insurance coverage under this Policy is limited to covering the Insured for individuals who are liable directly or indirectly to the Insured under the Cash Money Financing Contract and have agreed to pay the required premium to the Insured. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor will be the first person who is named on the Financing Contract.

V. INSURING AGREEMENT

In consideration of the payment of Premiums by Insured Debtors and the remittance of such premiums by the Insured, the Company will insure against the risks and provide benefits described in Parts E, F, and G of Certificates issued to Insured Debtors for residents of all provinces except Quebec, under and in accordance with this Group Policy, subject to all of the terms, conditions, limitations and exclusions set out in each such Certificate.

The Contract of Insurance consists of this Group Policy, including Schedules to this Group Policy; the Insured's application for insurance, if any, attached to this Group Policy and any amendment(s) to this Group Policy made in writing in accordance with the requirements of this Group Policy.

The Contract of Insurance can be changed or amended without the consent of any customer or Insured Debtor.

The insurance provided under this Group Policy covers the interest of the Insured in the financial well-being of the Insured's customers, up to a maximum of fifteen thousand ($15,000) dollars per Outstanding Balance.

VI. EFFECTIVE DATE, AMOUNT AND TERM

Coverage under this Policy for an Insured Debtor is effective when the Company or the Insured:

(i) receives the Insured Debtor's signed application for insurance or when the Company or the Insured receive some other form of confirmation of application from the Insured Debtor acceptable to the Company (the "Effective Date"); and

(ii) the Insured Debtor's application for the Financing Contract is approved.

The Insured Debtor's coverage per Financing Contract under this Policy shall not exceed the lesser of the Insured Debtor's Outstanding Balance, on the Date of Loss, or fifteen thousand ($15,000) dollars as long as the coverage of the Insured Debtor has not been cancelled or terminated. However, if the death or dismemberment of an Insured Debtor and their Spouse occurs simultaneously, only one benefit will be paid on the Insured Debtor's behalf.

VII. GENERAL PROVISIONS

A. Cancellations

1. Coverage to the Insured in respect to any Insured Debtor shall end the sooner of:

   a. Immediately upon receipt by the Insured or the Company of the Insured Debtor's written request to end the insurance coverage.

   b. The date that is thirty-one (31) days from the date the Insured Debtor has been given notice by the Insured or the Company of termination of this Policy.

   c. The date when the Insured Debtor's Cash Money Financing Contract is terminated.

   d. The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance; however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

2. This Policy may be terminated by the Company by giving at least three hundred and sixty five days' written notice to the Insured, provided, in the Company's reasonable discretion, material changes in the regulation of the Policy prevents the Company from complying with obligations of the Policy. Unless terminated as provided herein, this Policy shall be in effect during the term and any renewal thereof and will continue with respect to Insured Debtors who owe the Insured premiums as of the date of termination of this Agreement until the earlier of:

   a. the Outstanding Balance under the Financing Contract is written off or fully paid, or

   b. the Insured Debtor cancels the Financing Contract, or

   c. this Policy is terminated as provided herein.

   If the Policy is cancelled for any reason, the Insured agrees to surrender all unused certificates to a Company representative and cease publication and distribution of certificates. In the event of termination of this Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of termination of the Policy to the Insured Debtors. If the Policy has been terminated by the Company, the Insured shall be reimbursed by the Company for the expense of giving such notice.

3. All claims incurred with a Date of Loss prior to the date of cancellation will be honored by the Company.

B. Changes

Notice to any agent of the Company or knowledge possessed by an agent of the Company or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, except by endorsement issued by the Company to form a part of this Policy.

This Policy may be changed by the Company giving at least sixty (60) days' written notice to the Insured. In the event of a change to the Policy, the Insured shall give at least thirty (30)

days' written notice of the effective date of change to the Insured Debtors. The Insured shall be reimbursed by the Company for the expense of giving such notice.

C. **Claims**

Notice of loss which may give rise to a claim under this Policy shall be filed in writing or submitted via the digital claims portal by the Insured Debtor with the Company within ninety (90) days from the date of such loss. Failure to report the loss within the stated period of time will invalidate any claim under this Policy.

Proof of loss in writing and any required receipts, certificates or reports must be furnished to the Company at its head office within ninety (90) days after the date of such loss or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of such loss must be furnished to the Company or submitted via the digital claims portal at such intervals as it may require. Costs incurred by the Insured Debtor to obtain proof or evidence of his or her loss will be at the Insured Debtor's own expense.

The Insured Debtor will provide written authorization for the Company to make inquiries of their past and present employers or/and licensed medical or other health care practitioners for the settlement of their Critical Illness, Disability and Life with Dismemberment claims, as the Company considers necessary. All proper claims will be paid regardless of any coverage they may have under any other Policy.

D. **Legal Proceedings**

No legal action may be brought against the Company unless it is brought within twenty-four (24) months after proof of loss or the end of the period within which proof of loss should have furnished to the Company; or the shortest applicable limit of time established by law if a shorter period. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance *Act.*

E. **Clerical Error**

The insurance shall not be invalidated in whole or in part in the event the Insured fails, due to clerical error, to furnish proper or necessary information relative to insurance under the Policy. The insurance of any Insured Debtor shall not be cancelled in the event the Insured fails, due to a clerical error, to make the required premium payments on account of such insurance, or in the event the Insured, due to clerical error, reports erroneously a cancellation under the provisions of this Policy.

F. **Records**

The Insured agrees to keep accurate records of all transactions in respect of which insurance is provided under this Policy. The Company through its authorized representatives and at reasonable times shall have access to the Insured's books and records for the purpose of determining the actual premiums due. The Company shall keep all information to which it gained access through any examination or inspection of the Insured's records strictly confidential and in compliance with applicable laws, including privacy laws, and shall provide the Insured with written assurance that it will do so in form satisfactory to the Insured.

Confidential CURO_0001160

G. Non-Participation

This Group Policy does not provide for participation in any surplus or profits of the Company whether distributed or not.

H. Lapse and Reinstatement of Coverage

The insurance shall terminate when there is no Outstanding Balance Amount and shall be automatically reinstated when the Insured Debtor becomes current on their account in accordance with the Financing Contract, provided the insurance has not been terminated.

I. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Debtor's rights of recovery therefore against any person or organization (other than the Insured and its affiliates) and the Insured and its Insured Debtors shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured and its Insured Debtors shall not do anything after any loss or damage to prejudice such rights.

J. Group Policy and Certificate Differences

In the event this Group Policy and the Certificate issued to the Insured Debtor contain any inconsistencies or ambiguities regarding the Insured Debtor's coverage, the terms of the Certificate will prevail.

VIII. DEFINITIONS

BUSINESS DAY shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Alberta or the Province of Ontario.

CALENDAR DAY means every day on the calendar, including weekends and public holidays.

DATE OF LOSS is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

EFFECTIVE DATE for the coverages provided under Parts E, F, and G for residents of all other provinces except Quebec, is the date that the eligible Insured Debtor's enrollment for insurance is received.

FINANCING CONTRACT is the contract for the financing of a credit facility, including without limitation a loan, a line of credit, a credit card, other debt or financing facility, entered into by the Insured Debtor with the Insured.

INSURED DEBTOR is a financing customer of the Insured who has entered into a Financing Contract with the Insured and whose application has been accepted for participation in the Credit Payment Protection Program, who agreed to pay the required insurance premiums under the terms and conditions of this Policy, and whose insurance under the Policy has not been cancelled or terminated. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor is deemed to be the first person who is named on the Financing Contract.

OUTSTANDING BALANCE OR OUTSTANDING FINANCING CONTRACT AMOUNT is the total of amounts, including the premium for this Policy, owing by the Insured Debtor's pursuant to the Financing Contract prior to the Date of Loss plus any additional advances or charges incurred and less any payments made on their account up to the Date of Loss.

SPOUSE means the individual that you are legally married to; or your partner in a common-law relationship, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

IN WITNESS WHEREOF the Company has caused this Policy to be executed and attested, and effective on delivery.

TRANS GLOBAL LIFE INSURANCE COMPANY	**CURO CANADA CORP.**
Per: ____________________	Per: ____________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

SCHEDULE C

TRANS GLOBAL INSURANCE COMPANY GROUP MASTER POLICY LD-10012024-P

TRANS GLOBAL INSURANCE COMPANY (THE "COMPANY")

LENDDIRECT CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # LD-10012024-P

DECLARATIONS

Group Policyholder and Address: LendDirect Corp. ("LendDirect")
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
(the "Insured")

Group Policy Period: From October 1, 2024, until terminated in accordance with the terms and conditions of this Policy.

Group Policy Limit: Up to fifteen thousand ($15,000) dollars.

Endorsements made a part of this Policy at time of issuance: None.

Schedules attached to and forming part of this Policy: Schedule "F" – Form of Certificates of Insurance (the "Certificates")

Signed on behalf of the Company	Accepted by the Insured
TRANS GLOBAL INSURANCE COMPANY	**LENDDIRECT CORP.**
Per: ______________________	Per: ______________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

TRANS GLOBAL INSURANCE COMPANY HEAD OFFICE – EDMONTON

LENDDIRECT CORP. LINE OF CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # LD-10012024-P

I. INTEREST AND LIABILITY LIMITS

The insurance provided covers the interest of the Insured in the financial well-being of the Insured Debtors, up to a maximum of fifteen thousand ($15,000) dollars per account for each type of coverage and continues as long as there is an outstanding balance of the Insured Debtor's Financing Contract. The insurance shall terminate upon:

(i) when the Company has terminated the coverage;
(ii) when the Insured terminates this Master Policy;
(iii) The date when the Insured Debtor's LendDirect Financing Contract is terminated; or
(iv) The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance, however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

II. PREMIUM BILLINGS

The Insured agrees to compute and pay the Company the premium(s) billed on the basis of the reporting provisions. Premium shall be due and payable in respect of each enrollment in the month on the fifteenth (10th) Calendar Day of the following month by the Insured and shall be billed to each Insured Debtor in accordance with the Insured's standard Financing Contract. Provided that, if the 10th Calendar Day of the month is a weekend or holiday, then premiums payable will be paid on the previous Business Day net of commissions payable to LendDirect in accordance with Schedule E.

The premium billed to the Insured Debtor by the Insured shall not exceed the premium charged by the Company to the Insured for the coverage. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

III. REPORTING PROVISIONS AND RATES

The Insured agrees to deliver to the Company in such format as agreed to by the Insured and the Company, a monthly report within seven (7) Business Days after the end of each calendar month relating to the immediately prior month. The premium for each Insured Debtor must be submitted to the Company with the monthly report setting forth the premium charges for the insurance separately by province of residence of the Insured Debtors.

The Insured Debtor's premium shall be the premium amount set out in the Insured Debtor's Financing Contract. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

The Company shall provide monthly claims report (total and by type), claims turnaround times and trends to the Insured.

IV. ELIGIBLE PLAN MEMBERS

The insurance coverage under this Policy is limited to covering the Insured for individuals who are liable directly or indirectly to the Insured under the LendDirect Financing Contract and have agreed to pay the required premium to the Insured. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor will be the first person who is named on the Financing Contract.

V. INSURING AGREEMENT

In consideration of the payment of premiums by Insured Debtors and the remittance of such premiums by the Insured, the Company will insure against the risks and provide benefits described in Parts A, B, C and D, of Certificates issued to Insured Debtors for residents of all provinces expect Quebec, under and in accordance with this Group Policy, subject to all of the terms, conditions, limitations and exclusions set out in each such Certificate.

The Contract of Insurance consists of this Group Policy, including Schedules to this Group Policy; the Insured's application for insurance, if any, attached to this Group Policy and any amendment(s) to this Group Policy made in writing in accordance with the requirements of this Group Policy.

The Contract of Insurance can be changed or amended without the consent of any Insured Debtor.

The insurance provided under this Group Policy covers the interest of the Insured in the financial well-being of the Insured's customers, up to a maximum of fifteen thousand ($15,000) dollars per Outstanding Balance.

VI. EFFECTIVE DATE, AMOUNT AND TERM

Coverage under this Policy for an Insured Debtor is effective when the Company or the Insured:

(i) receives the Insured Debtor's signed application for insurance or when the Company or the Insured receive some other form of confirmation of application from the Insured Debtor acceptable to the Company (the "Effective Date"); and

(ii) the Insured Debtor's application for the Financing Contract is approved.

The Insured Debtor's coverage per Financing Contract under this Policy shall not exceed the lesser of the Insured Debtor's Outstanding Balance, on the Date of Loss, or fifteen thousand ($15,000) dollars as long as the coverage of the Insured Debtor has not been cancelled or terminated.

VII. GENERAL PROVISIONS

A. Cancellations

1. Coverage to the Insured in respect to any Insured Debtor shall end the sooner of:

   a. Immediately upon receipt by the Insured or the Company of the Insured Debtor's written request to end the insurance coverage.

   b. The date that is thirty-one (31) days from the date the Insured Debtor has been given notice by the Insured or the Company of termination of this Policy.

   c. The date when the Insured Debtor's LendDirect Financing Contract is terminated.

d. The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance; however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

2. This Policy may be terminated by the Company by giving at least three hundred and sixty five (365) days' written notice to the Insured, provided, in the Company's reasonable discretion, material changes in the regulation of the Policy prevents the Company from complying with obligations of the Policy. Unless terminated as provided herein, this Policy shall be in effect during the term and any renewal thereof and will continue with respect to Insured Debtors who owe the Insured premiums as of the date of termination of this Agreement until the earlier of:

   a. the Outstanding Balance under the Financing Contract is written off or fully paid, or
   b. the Insured Debtor cancels the Financing Contract, or
   c. this Policy is terminated as provided herein.

   If the Policy is cancelled for any reason, the Insured agrees to surrender all unused certificates to a Company representative and cease publication and distribution of certificates. In the event of termination of this Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of termination of the Policy to the Insured Debtors. If the Policy has been terminated by the Company, the Insured shall be reimbursed by the Company for the expense of giving such notice.

3. All claims incurred with a Date of Loss prior to the date of cancellation will be honored by the Company.

B. Changes

Notice to any agent of the Company or knowledge possessed by an agent of the Company or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, except by endorsement issued by the Company to form a part of this Policy.

This Policy may be changed by the Company giving at least sixty (60) days' written notice to the Insured. In the event of a change to the Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of change to the Insured Debtors by prepaid first- class mail. The Insured shall be reimbursed by the Company for the expense of giving such notice.

C. Claims

Notice of loss which may give rise to a claim under this Policy shall be filed in writing or submitted via the digital claims portal by the Insured Debtor with the Company within ninety (90) days from the date of such loss. Failure to report the loss within the stated period of time will invalidate any claim under this Policy.

Proof of loss in writing and any required receipts, certificates or reports must be furnished to the Company at its head office within ninety (90) days or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of

such loss must be furnished to the Company or submitted via the digital claims portal at such intervals as it may require. Costs incurred by the Insured Debtor to obtain proof or evidence of his or her loss will be at the Insured Debtor's own expense.

The Insured Debtor will provide written authorization for the Company to make inquiries of their past and present employers for the settlement of their involuntary unemployment claims as the Company considers necessary. All proper claims will be paid regardless of any coverage they may have under any other Policy.

D. Legal Proceedings

No legal action may be brought against the Company unless it is brought within twenty-four (24) months after proof of loss or the end of the period within which proof of loss should have furnished to the Company; or the shortest applicable limit of time established by law if a shorter period. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

E. Clerical Error

The insurance shall not be invalidated in whole or in part in the event the Insured fails, due to clerical error, to furnish proper or necessary information relative to insurance under the Policy. The insurance of any Insured Debtor shall not be cancelled in the event the Insured fails, due to a clerical error, to make the required premium payments on account of such insurance, or in the event the Insured, due to clerical error, reports erroneously a cancellation under the provisions of this Policy.

F. Records

The Insured agrees to keep accurate records of all transactions in respect of which insurance is provided under this Policy. The Company through its authorized representatives and at reasonable times shall have access to the Insured's books and records for the purpose of determining the actual premiums due. The Company shall keep all information to which it gained access through any examination or inspection of the Insured's records strictly confidential and in compliance with applicable laws, including privacy laws, and shall provide the Insured with written assurance that it will do so in form satisfactory to the Insured.

G. Non-Participation

This Group Policy does not provide for participation in any surplus or profits of the Company whether distributed or not.

H. Lapse and Reinstatement of Coverage

The insurance shall terminate when there is no Outstanding Balance Amount and shall be automatically reinstated when the Insured Debtor becomes current on their account in accordance with the Financing Contract, provided the insurance has not been terminated.

I. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Debtor's rights of recovery therefore against any person or organization (other than the Insured and its affiliates) and the Insured and its Insured Debtors shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured and its Insured Debtors shall not do anything after any loss or damage to prejudice such rights.

J. Group Policy and Certificate Differences

In the event this Group Policy and the Certificate issued to the Insured Debtor contain any inconsistencies or ambiguities regarding the Insured Debtor's coverage, the terms of the Certificate will prevail.

VIII. DEFINITIONS

BUSINESS DAY shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Alberta or the Province of Ontario.

CALENDAR DAY means every day on the calendar, including weekends and public holidays.

DATE OF LOSS is the date the event or occurrence, giving rise to a claim under the Policy.

EFFECTIVE DATE For the coverages provided under Parts A, B, C and D, is the date that the customer's enrollment for insurance is received.

FINANCING CONTRACT is the contract for the financing of a credit facility, including without limitation a loan, a line of credit, a credit card, other debt or financing facility, entered into by the Insured Debtor with the Insured.

INSURED DEBTOR is a financing customer of the Insured who has entered into a Line of credit Financing Contract with the Insured and whose application has been accepted for participation in the Credit Payment Protection Program, who agreed to pay the required insurance premiums under the terms and conditions of this Policy, and whose insurance under the Policy has not been cancelled or terminated. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor is deemed to be the first person who is named on the Financing Contract.

OUTSTANDING BALANCE OR OUTSTANDING FINANCING CONTRACT AMOUNT is the total of amounts, including the premium for this Policy, owing by the Insured Debtor's pursuant to the Financing Contract prior to the Date of Loss plus any additional advances or charges incurred and less any payments made on their Line of credit up to the Date of Loss.

SPOUSE means the individual that you are legally married to; or your partner in a common-law relationship, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

IN WITNESS WHEREOF the Company has caused this Policy to be executed and attested, and effective on delivery.

TRANS GLOBAL INSURANCE COMPANY	**LENDDIRECT CORP.**
Per: ____________________	Per: ____________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

SCHEDULE D

TRANS GLOBAL LIFE INSURANCE COMPANY GROUP MASTER POLICY LD-10012024-L

TRANS GLOBAL LIFE INSURANCE COMPANY (THE "COMPANY")

LENDDIRECT CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY #LD-10012024-L

DECLARATIONS

Group Policyholder and Address: LendDirect Corp. ("LendDirect")
4-2880 Queen Street East, Suite # 316
Brampton, ON L6S 6E8
(the "Insured")

Group Policy Period: From October 1, 2024, until terminated in accordance with the terms and conditions of this Policy.

Group Policy Limit: Up to fifteen thousand ($15,000) dollars.

Endorsements made a part of this Policy at time of issuance: None.

Schedules attached to and forming part of this Policy: Schedule "F" – Form of Certificates of Insurance (the "Certificates")

Signed on behalf of the Company	Accepted by the Insured
TRANS GLOBAL LIFE INSURANCE COMPANY	**LENDDIRECT CORP.**
Per: ______________________	Per: ______________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

TRANS GLOBAL LIFE INSURANCE COMPANY

HEAD OFFICE – EDMONTON

LENDDIRECT CREDIT PAYMENT PROTECTION POLICY

GROUP POLICY # LD-10012024-L

I. INTEREST AND LIABILITY LIMITS

The insurance provided covers the interest of the Insured in the life and well-being of the Insured Debtors, up to a maximum of fifteen thousand ($15,000) dollars per account for each type of coverage and continues as long as there is an outstanding balance on the Insured Debtor's Financing Contract. The insurance shall terminate upon:

(i) when the Company has terminated the coverage;
(ii) when the Insured terminates this Master Policy;
(iii) The date when the Insured Debtor's LendDirect Financing Contract is terminated; or
(iv) The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance, however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

II. PREMIUM BILLINGS

The Insured agrees to compute and pay the Company the premium(s) billed on the basis of the reporting provisions. Premium shall be due and payable in respect of each enrollment in the month on the fifteenth (10th) Calendar Day of the following month by the Insured and shall be billed on each Insured Debtor in accordance with the Insured's standard Financing Contract. Where the 10th Calendar Day of the month is a weekend or holiday, then premiums payable will be paid on the previous Business Day net of commissions payable to LendDirect in accordance with Schedule E.

The premium billed to the Insured Debtor by the Insured shall not exceed the premium charged by the Company to the Insured for the coverage. The premium charge shall be considered as a part of the Insured Debtor's Outstanding Balance.

III. REPORTING PROVISIONS AND RATES

The Insured agrees to deliver to the Company in such format as agreed to by the Insured and the Company, a monthly report within seven (7) Business Days after the end of each calendar month relating to the immediately prior month. The premium for each Insured Debtor must be submitted to the Company with the monthly report setting forth the premium charges for the insurance separately by province of residence of the Insured Debtors.

The Insured Debtor's premium shall be the premium amount set out in the Insured Debtor's Line of credit Financing Contract.

The Company shall provide monthly claims report (total and by type), claims turnaround times and trends to the Insured.

Confidential CURO_0001171

IV. ELIGIBLE PLAN MEMBERS

The insurance coverage under this Policy is limited to covering the Insured for individuals who are liable directly or indirectly to the Insured under the Financing Contract and have agreed to pay the required premium to the Insured. If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor will be the first person who is named on the Financing Contract.

V. INSURING AGREEMENT

In consideration of the payment of Premiums by Insured Debtors and the remittance of such premiums by the Insured, the Company will insure against the risks and provide benefits described in Parts E, F and G of Certificates issued to Insured Debtors of all provinces except Quebec, under and in accordance with this Group Policy, subject to all of the terms, conditions, limitations and exclusions set out in each such Certificate.

The Contract of Insurance consists of this Group Policy, including Schedules to this Group Policy; the Insured's application for insurance, if any, attached to this Group Policy and any amendment(s) to this Group Policy made in writing in accordance with the requirements of this Group Policy.

The Contract of Insurance can be changed or amended without the consent of any customer or Insured Debtor.

The insurance provided under this Group Policy covers the interest of the Insured in the financial well-being of the Insured's customers, up to a maximum of fifteen thousand ($15,000) dollars per Outstanding Balance.

VI. EFFECTIVE DATE, AMOUNT AND TERM

Coverage under this Policy for an Insured Debtor is effective when the Company or the Insured:

(i) receives the Insured Debtor's signed application for insurance or when the Company or the Insured receive some other form of confirmation of application from the Insured Debtor acceptable to the Company (the "Effective Date"); and

(ii) the Insured Debtor's application for the Financing Contract is approved.

The Insured Debtor's coverage per Financing Contract under this Policy shall not exceed the lesser of the Insured Debtor's Outstanding Balance, on the Date of Loss, or fifteen thousand ($15,000) dollars as long as the coverage of the Insured Debtor has not been cancelled or terminated. However, if the death or dismemberment of an Insured Debtor and their Spouse occurs simultaneously, only one benefit will be paid on the Insured Debtor's behalf.

VII. GENERAL PROVISIONS

A. Cancellations

1. Coverage to the Insured in respect to any Insured Debtor shall end the sooner of:

   a. Immediately upon receipt by the Insured or the Company of the Insured Debtor's written request to end the insurance coverage.

   b. The date that is thirty-one (31) days from the date the Insured Debtor has been given notice by the Insured or the Company of termination of this Policy.

   c. The date when the Insured Debtor's Financing Contract is terminated.

   d. The date when the insured is more than 30 days delinquent in making any required Payment towards his/her Outstanding Balance; however, the insurance coverage will be automatically reinstated when the Payment obligations become current.

2. This Policy may be terminated by the Company by giving at least three hundred and sixty five (365) days' written notice to the Insured, provided, in the Company's reasonable discretion, material changes in the regulation of the Policy prevents the Company from complying with obligations of the Policy. Unless terminated as provided herein, this Policy shall be in effect during the term and any renewal thereof and will continue with respect to Insured Debtors who owe the Insured premiums as of the date of termination of this Agreement until the earlier of:

   a. the Outstanding Balance under the Financing Contract is written off or fully paid, or
   b. the Insured Debtor cancels the Financing Contract, or
   c. this Policy is terminated as provided herein.

   If the Policy is cancelled for any reason, the Insured agrees to surrender all unused certificates to a Company representative and cease publication and distribution of certificates. In the event of termination of this Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of termination of the Policy to the Insured Debtors. If the Policy has been terminated by the Company, the Insured shall be reimbursed by the Company for the expense of giving such notice.

3. All claims incurred with a Date of Loss prior to the date of cancellation will be honored by the Company.

B. Changes

Notice to any agent of the Company or knowledge possessed by an agent of the Company or by any other person shall not affect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy. The terms of this Policy shall not be waived or changed, except by endorsement issued by the Company to form a part of this Policy.

This Policy may be changed by the Company giving at least sixty (60) days' written notice to the Insured. In the event of a change to the Policy, the Insured shall give at least thirty (30) days' written notice of the effective date of change to the Insured Debtors by prepaid first- class mail. The Insured shall be reimbursed by the Company for the expense of giving such notice.

C. Claims

Notice of loss which may give rise to a claim under this Policy shall be filed in writing or submitted via the digital claims portal by the Insured Debtor with the Company within ninety (90) days from the date of such loss. Failure to report the loss within the stated period of time will invalidate any claim under this Policy.

Proof of loss in writing and any required receipts, certificates or reports must be furnished to the Company at its head office within ninety (90) days after the date of such loss or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of such loss must be furnished to the Company or submitted via the digital claims portal at such intervals as it may require. Costs incurred by the Insured Debtor to obtain proof or evidence of his or her loss will be at the Insured Debtor's own expense.

The Insured Debtor will provide written authorization for the Company to make inquiries of their past and present employers or/and licensed medical or other health care practitioners for the settlement of their Critical Illness, Disability and Life with Dismemberment claims, as the Company considers necessary. All proper claims will be paid regardless of any coverage they may have under any other Policy.

D. Legal Proceedings

No legal action may be brought against the Company unless it is brought within twenty-four (24) months after proof of loss or the end of the period within which proof of loss should have furnished to the Company; or the shortest applicable limit of time established by law if a shorter period. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance *Act*.

E. Clerical Error

The insurance shall not be invalidated in whole or in part in the event the Insured fails, due to clerical error, to furnish proper or necessary information relative to insurance under the Policy. The insurance of any Insured Debtor shall not be cancelled in the event the Insured fails, due to a clerical error, to make the required premium payments on account of such insurance, or in the event the Insured, due to clerical error, reports erroneously a cancellation under the provisions of this Policy.

F. Records

The Insured agrees to keep accurate records of all transactions in respect of which insurance is provided under this Policy. The Company through its authorized representatives and at reasonable times shall have access to the Insured's books and records for the purpose of determining the actual premiums due. The Company shall keep all information to which it

gained access through any examination or inspection of the Insured's records strictly confidential and in compliance with applicable laws, including privacy laws, and shall provide the Insured with written assurance that it will do so in form satisfactory to the Insured.

G. Non-Participation

This Group Policy does not provide for participation in any surplus or profits of the Company whether distributed or not.

H. Lapse and Reinstatement of Coverage

The insurance shall terminate when there is no Outstanding Balance Amount and shall be automatically reinstated when the Insured Debtor becomes current on their account in accordance with the Financing Contract, provided the insurance has not been terminated.

I. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the Insured Debtor's rights of recovery therefore against any person or organization (other than the Insured and its affiliates) and the Insured and its Insured Debtors shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured and its Insured Debtors shall not do anything after any loss or damage to prejudice such rights.

J. Group Policy and Certificate Differences

In the event this Group Policy and the Certificate issued to the Insured Debtor contain any inconsistencies or ambiguities regarding the Insured Debtor's coverage, the terms of the Certificate will prevail.

VIII. DEFINITIONS

BUSINESS DAY shall mean any day except Saturday, Sunday or a statutory or civic holiday in the Province of Alberta or the Province of Ontario.

CALENDAR DAY means every day on the calendar, including weekends and public holidays.

DATE OF LOSS is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

EFFECTIVE DATE for the coverages provided under Parts E, F and G for residents of all other provinces except Quebec, is the date that the eligible Insured Debtor's enrollment for insurance is received.

FINANCING CONTRACT is the contract for the financing of a credit facility, including without limitation a loan, a line of credit, a credit card, other debt or financing facility, entered into by the Insured Debtor with the Insured.

INSURED DEBTOR is a financing customer of the Insured who has entered into a Financing Contract with the Insured and whose application has been accepted for participation in the Credit Payment Protection Program, who agreed to pay the required insurance premiums under the terms and conditions of this Policy, and whose insurance under the Policy has not been cancelled or terminated.

If more than one person's name appears or more than one person is responsible for the debt, the Insured Debtor is deemed to be the first person who is named on the Financing Contract.

OUTSTANDING BALANCE OR OUTSTANDING FINANCING CONTRACT AMOUNT is the total of amounts, including the premium for this Policy, owing by the Insured Debtor's pursuant to the Financing Contract prior to the Date of Loss plus any additional advances or charges incurred and less any payments made on their account up to the Date of Loss.

SPOUSE means the individual that you are legally married to; or your partner in a common-law relationship, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

IN WITNESS WHEREOF the Company has caused this Policy to be executed and attested, and effective on delivery.

TRANS GLOBAL LIFE INSURANCE COMPANY	**LENDDIRECT CORP.**
Per: ____________________	Per: ____________________
Name: Moe Assaf	Name: Gary L. Fulk
Title: VP, Financial Services	Title: CEO

SCHEDULE E

PREMIUM AND COMMISSION RATES

Line of Credit Insurance Program

The monthly premium billed by the Canadian Affiliates to the Debtor and remitted to TG will be equal to $1.40 per $100 based on the premium rate outlined in the Certificate of average daily balance. Insurance.

The following terms will be used to calculate the Canadian Affiliates commission related to the creditor insurance program with TGI.

(1) Upfront Commission
Canadian Affiliates' Upfront Commission (UC) paid Monthly = Net Written Premiums (net of TGI approved refunds and cancellations) x Commission Rate (as per Table 1)

(2) Claims Savings Participation
Claims Savings Participation (CSP) will be calculated as follows:
Net Written Premiums (net of TGI-approved refunds and cancellations)
(-) Canadian Affiliates' Upfront Commission
(-) Actual Claims Paid in the month
(-) Incremental out of the ordinary TGI expense related to the performance of the services (not to exceed 0.5% of premiums)
(-) Carryforward losses from past months (a true-up of the Insurer Fee below in Table 2 in the case of extraordinarily high claims in previous months)
(-) Applicable TGI insurer fee Insurer Fee (as per Table 2)
(-) Premium Taxes
(=) Claims Savings Participation (CSP) Paid to the Canadian Affiliates

Table 1 - Commission Rate Used for Calculation of the Canadian Affiliates' Upfront Commission (UC) paid Monthly

Volume Threshold	Commission Rate
All Volume Tiers	50%

Table 2 – Insurer Fee Retained by TGI

Volume Threshold	Insurer Fee
All Volume Tiers	14.00%

The Canadian Affiliates' Total Commission/Compensation for any given month will be equal to the UC + CSP [(1) + (2)] above.

The Claims Savings Participation (CSP) payment to the Canadian Affiliates, as contemplated in this schedule, will be made 3 months after the relevant monthly calculation.

Commented [TP68]: Tracy to verify with TGI Is the 1.40 a monthly or a daily rate.

Commented [MN69R68]: Premium to be finalized in good faith as part of the implementation and prior to launch

Commented [TP70]: These have always been $0 with PSG. We should define them in this agreement so we don't have any unexpected expenses

Commented [TP71R70]:

Commented [MN72R70]: Agree. Incremental expenses are meant for extraordinary expenses that are agreed upon. Carryforward losses would only apply in the unlikely event of claims exceeding upfront comp of 50%. Add brief definition.

SCHEDULE F

INSURANCE CERTIFICATES

[The remainder of this page left intentionally blank.]

Cash Money Payment Protection Program Certificate of Insurance & Disclosure Statement

Certificate Date: October 1, 2024

Please keep this Certificate of Insurance in a safe place for future reference.

Payment Protection Program (the "Policy") is available to Cash Money customers as insured, on approved Cash Money Line of credit applications in which the insurance enrollment is submitted to **Us**, and who have requested the coverage, agreed to pay the premium, and continue to pay premiums on a timely basis. Failure to make premium payments on a timely basis could cause lapses in coverage. Please see "Termination of Coverage" under Part I, below.

When **You** enroll in the Policy, **You** are enrolling directly with **Us**. This Certificate of Insurance, plus the insurance premiums billed and collected along with **Your** Cash Money Line of credit payment, are evidence of **Your** insurance under the Policy, provided the insurance has not been terminated in accordance with the provisions outlined in this Certificate of Insurance.

The Policy is underwritten pursuant Group Master Policy No's CC-10012024-P and CC-10012024-L for residents in all provinces other than Quebec, issued to customers of Cash Money on approved Line of credit applications by **Us** along with the following respective coverage they provide under the Policy:

Residents in all Provinces (except Quebec)
Trans Global Insurance Company (CC-10012024-P)
Part A: Involuntary Unemployment Part B: Involuntary Unemployment (Self Employed Individuals) Part C: Unpaid Family Leave Support Part D: Lifetime Milestone Support
Trans Global Life Insurance Company (–CC-10012024-L)
Part E: Critical Illness Part F: Disability Part G: Life with Dismemberment

This Certificate of Insurance contains information about **Your** optional insurance. It outlines what is covered along with the conditions under which payment will be made. It also provides instructions on how to make a claim. It is important that **You** read this Certificate of Insurance carefully and understand **Your** coverage as **Your** coverage is subject to certain limitations or exclusions.

Please refer to the Definition section or to the applicable description of benefits for the meanings of all bolded terms. Coverage is only available if **You** are a resident of Canada. This coverage may be cancelled, changed, or modified at the option of Cash Money and the Insurer at any time. For confirmation of coverage or for any questions concerning the information in this Certificate of Insurance, call **Us**, toll-free at **1-844-930-6022**.

WHO IS COVERED

To be eligible to apply for insurance, **You** must be a Canadian resident and be between the ages of 18 and 65 (71 in British Columbia) on the Effective Date. For residents in all provinces except Quebec, the Life and Dismemberment and Critical Illness coverages are available to **You** and **Your Spouse** while the Disability and Involuntary Unemployment coverages, as well as the Unpaid Family Leave and Lifetime Milestone Supports are only available for **You**.

If **You** are 65 (71 in British Columbia) years of age or older at the date of **Your** death, the Life Insurance benefit will be paid only in the event of **Accidental Death.**

Critical Illness coverage ceases at age of 65. For further clarity, the date of **First Diagnosis** must occur prior to the individual's 65th birthday.

HOW TO CANCEL THIS INSURANCE

Upon receipt of this Certificate of Insurance, if **You** no longer wish to be enrolled in this insurance, please contact **Us** to cancel **Your** Policy. A cancellation form will need to be completed, signed and sent to **Us**. When the Policy is cancelled within 30 days of enrollment for residents in all provinces except, any premiums charged, will be refunded to **You**. **You** may cancel any time after 30 days for residents in all provinces except Quebec, by sending **Us** the completed and signed cancellation form, but **You** will not be entitled to a refund of any premiums charged. If **You** have any questions regarding this Policy or require claim information, please contact:

Trans Global Life Insurance Company and Trans Global Insurance Company Suite 275, 16930 114 Ave NW Edmonton, AB T5M 3S2 Telephone: 1-844-930-6022 or at www. Transglobalinsurance.ca--------------

PART A - INVOLUNTARY UNEMPLOYMENT BENEFIT

BENEFIT

If **You** become involuntarily unemployed after the **Effective Date**, **We** will make **Your Payment Obligation** on **Your** behalf, retroactively beginning from the **Date of Loss**. **We** will make **Your Payment Obligation** until **You** return to work full-time, subject to a maximum of 12 **Monthly Payments**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both. The total **Payment** will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A, Involuntary Unemployment Benefit or Part B, Involuntary Employment (Self Employed Individuals), not under both. In determining payment of benefits in the above noted situation, **We** reserve the right to choose which stated head of coverage benefits are paid under.

CONDITIONS

To be eligible for involuntary unemployment benefits under this Part A:

1. **You** must be a Canadian resident and be over age 18 on the Effective Date;
2. **You** must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week;
3. **You** shall have been involuntarily unemployed for more than 30 consecutive days;
4. Prior to **Your** involuntary unemployment, **Your** employer shall have been paying employment insurance premiums to [HYPERLINK "https://www.canada.ca/en/revenue-agency.html" \h] (CRA) and/or any of its successor entities, on **Your** behalf. Within 15 days of Your involuntary unemployment, You must have registered with Canada Employment Insurance Commission to receive employment insurance benefits;
5. While **You** are involuntarily unemployed **You** must be available to work full-time, and **You** may be required to provide evidence that **You** are actively seeking employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment benefits due to:

1. Unemployment for any reason beginning within 30 days from the **Effective Date**;
2. Unemployment known by **You** to be impending at the time of application for insurance;
3. Loss of seasonal employment;
4. Strikes or lockouts, whether or not **You** participate voluntarily;
5. Disability for which benefits are payable under this Policy;
6. Discharge for cause by **Your** employer;
7. Pregnancy or childbirth, maternity, paternity or adoption leave;
8. Family medical or caregiver leave;
9. Voluntary unemployment;
10. Ineligibility to work due to absence or loss of required licensing, permits or qualifications or otherwise prohibited from working under applicable laws;
11. Criminal charges having been laid against **You** and any resulting incarceration;
12. Failure to pay child maintenance support payments, spousal support payments or alimony;
13. Retirement, whether voluntary or mandatory;
14. Any of the exclusions listed under the heading "General Exclusions" found in Part I– General Provisions.

RE-ELIGIBILITY

If **You** return to work for less than 6 consecutive months after receiving benefits under this Part and suffer another period of at least 30 consecutive days of involuntary unemployment, **You** will only be eligible for any remaining benefits of the maximum 12 **Monthly Payments** from the previous claim. However, if **You** have returned to full-time employment (at least 25 hours per week) for at least 6 consecutive months after receiving benefits under this Part A, **Your** coverage will be reinstated for up to the contracted month benefits, subject to the $15,000 maximum limit, for subsequent periods of covered involuntary unemployment.

PART B – INVOLUNTARY UNEMPLOYMENT – SELF-EMPLOYED INDIVIDUALS

BENEFIT

As a self-employed individual, if **You** become involuntarily unemployed as a result of **Your** business being involuntarily petitioned into bankruptcy by **Your** creditors, and **You** remain unable to generate any income during the period of 30 consecutive days after the **Effective Date** and while insured. **You** may be entitled for benefits under the Involuntary Unemployment insurance for self- employed individuals.

Upon eligibility, **We** will make **Your Payment Obligation**, retroactively beginning from **Your Date of Loss** until **You** return to work full-time, subject to a maximum of 12 **Monthly Payments**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits under one coverage, not under both. The total **Payments** will not exceed the lesser of the **Total Line of credit Amount** at the **Date of Loss** or the maximum of $15,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B –Loss of Employment – Self- Employed Individuals, not under both. In determining payment of benefits between benefits under Part A or Part B, **We** reserve the right to choose which stated head of coverage benefits are paid under.

CONDITIONS

To be eligible for involuntary unemployment benefits under this Part B:

1. **You** must be a Canadian resident and be over age 18 on the Effective Date;
2. **You** must have been insured under the Policy and working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, (which is defined as working a minimum of 25 hours each week), in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy.
3. **You** shall have been involuntarily unemployed for more than 30 consecutive days.
4. Prior to **Your** involuntarily unemployment, as a self-employed individual and only if/when applicable, **You** shall have been paying special employment insurance premiums to [HYPERLINK "https://www.canada.ca/en/revenue-agency.html" \h] (CRA) and/or any of its successor entities.
5. While **You** are involuntarily unemployed, as a self-employed individual, **You** must be available to work full- time and **You** may be required to provide evidence that **You** are actively seeking full-time employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment for self-employed individual benefits due to:

1. Unemployment for any reason beginning within 90 days from the **Effective Date;**
2. Unemployment known by **You** or should have been known to **You** impending at the time of application for insurance;
3. Strikes or Lockouts, whether or not **You** or **Your** business participate voluntarily;
4. Disability for which benefits are payable under this Policy;
5. Discharged for cause by a hiring company or customer;
6. Pregnancy, or childbirth and maternity, paternity or adoption leave;
7. Family medical or Caregiver leave;
8. Voluntarily unemployment, **You** refused to complete work, as contracted or as outlined in job specifications;
9. Failure to comply with safety regulations and conditions required by trade unions, associations, or provincial health and safety regulators;
10. Criminal charges having been laid against **You** and resulting incarceration;
11. Failure to pay child maintenance, support payments, spousal support, or alimony;
12. Inability to travel for work-related reasons due to loss of passport or visa conditions;
13. Closure of business as a result of gross or willful misconduct, negligence, voluntary forfeiture of salary, wages, or income;
14. Retirement, whether voluntary or mandatory;
15. Any of the exclusions listed under the Certificate of Insurance heading "general Exclusion" found in Part I – General Provisions.

RE-ELIGIBILITY

If **You** return to work in a capacity of self-employment for less than 6 consecutive months after receiving benefits under this Part B and suffer another period of at least 90 consecutive days of involuntary unemployment, for self-employed individuals, **You** will only be eligible for any remaining benefits of the maximum 12 **Monthly Payments** from the previous claim. However, **You** must be working in a new business capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy. After 6 consecutive months, **Your** coverage will be reinstated for up to another 12- month benefit period (subject to the $15,000 maximum Policy limit) for subsequent periods covered by involuntary unemployment for self-employed individuals. If You return to work in a capacity other than self-employment, please refer to the re-eligibility section under Involuntary Unemployment of this Certificate of Insurance.

Confidential

INVOLUNTARY UNEMPLOYMENT – SELF-EMPLOYED INDIVIDUALS' CLAIMS

Bankruptcy court documents must be provided to **Us** showing proof of filed bankruptcy along with the name of the appointed trustee of bankruptcy. **We** may at **Our** discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, business tax returns for the evidence of filing with Canada Revenue Reporting Agency, along with individual and spouse tax returns for the past 3 years showing evidence of filing with Canada Revenue Reporting Agency. We may also require the most recent copy of articles of incorporation and business license of the business at the time of the claim.

PART C – UNPAID FAMILY LEAVE SUPPORT

BENEFIT
If after the **Effective Date**, **You** are required to take Unpaid Family Leave from **Your** employment, and subject to providing **Us** with the appropriate claim documentation, **We** will make a one-time payment equal to the LESSER of the following amounts:

1. Three payments of the Monthly Amount Insured, up to a maximum of $2,000; or
2. The remaining Line of Credit Balance.

CONDITIONS
The Unpaid Family Leave Support is paid only if:
1. **You** are required to take Unpaid Family Leave from **Your** employment; and
2. The Unpaid Family Leave commenced after the **Effective Date** and while covered for this benefit under the Group Policy.

EXCLUSIONS:
We shall not be liable for unpaid family leave support:
1. For maternity or parental leave; or
2. Where a benefit under the Involuntary Unemployment Benefit or the Disability Benefit has been paid.
3. Where **You** are Self-Employed.
4. Any of the exclusions listed under the Certificate of Insurance heading "General Exclusion" found in Part I – General Provisions.

PROOF OF CLAIM
In addition to the general proof of claim matters addressed in the Notice of Claim and Claim Forms, and Proof of Claim sections of this Certificate of Insurance, the following specific requirements of proof apply.

In support of **Your** Unpaid Family Leave Support claim, **We** will require a written statement from **Your** employer, in a form satisfactory to **Us.**

PART D- LIFETIME MILESTONE SUPPORT

BENEFITS
If after the **Effective Date**, **You** experience a Lifetime Milestone, and subject to the appropriate claim documentation being provided and received, **We** will make a one-time payment equal to the LESSER of the following amounts:
1. Three payments of the Monthly Amount Insured, up to a maximum of $2,000; or
2. The remaining Line of Credit Balance.

CONDITIONS

The Lifetime Milestone Support is paid only if:

1. A Lifetime Milestone occurs 30 days after the **Effective Date** and while covered for this benefit under the Group Policy;
2. **You** have not reached the age of 70; and
3. **You** have not been paid for two Lifetime Milestone claims in any 12-month period.

Recurring Lifetime Milestone: **We** will only pay for two Lifetime Milestone claims in any 12-month period, regardless of other Lifetime Milestones being met.

PROOF OF CLAIM: In addition to the general proof of claim matters addressed in the Notice of Claim and Claim Forms, and Proof of Claim sections of this Certificate of Insurance, the following specific requirements of proof apply.

In support of **Your** Lifetime Milestone Support claim, **We** will require satisfactory evidence such as a copy of a marriage certificate, birth certificate or adoption papers, letter from **Your** employer indicating retirement or employment status, real estate purchase agreement or deed of trust, final mortgage loan.

PART E – CRITICAL ILLNESS BENEFIT

BENEFIT

If, after the **Effective Date** and while insured, or **You** and **Your Spouse** (for residents of all provinces other than Quebec), are diagnosed with a Critical Illness for the first time in **Your** life and survive that **First Diagnosis** for at least 30 days, **We** will pay to Cash Money an amount equal to the **Total Line of credit Balance** as on the date of **First Diagnosis** of the Critical Illness. The total benefits paid will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

CONDITIONS

1) Critical Illness coverage under Part E ceases to the Critical Illness claimant upon attainment the age of 65. The date of First Diagnosis must occur prior to the individual's 65th birthday.
2) The Critical Illnesses covered under this **Policy** are **Cancer (Life Threatening)**, **Heart Attack**, **Stroke**, **Coronary Artery Bypass Graft**, **Kidney Failure** and **Major Organ Transplant**. Full definitions of these Critical Illnesses along with any limitations are found below.
3) Under this Certificate of Insurance, the Critical Illness benefit will be paid only once. After the Critical Illness benefit is paid, You remain eligible for benefits described under Parts A, B, C, D, F, & G of this Certificate of Insurance.
4) Proof of loss satisfactory to **Us** must be submitted within 90 days of **First** **Diagnosis**. The diagnosis must be made in writing by a licensed physician and be supported by medical evidence that **We** require or may require.

EXCLUSIONS

We do not pay a benefit for a particular Critical Illness if:

1) that Critical Illness resulted directly or indirectly from any of the exclusions listed under the heading "General Exclusions" found in General Exclusion Provisions;
2) that Critical Illness existed, or was first diagnosed, prior to the **Effective Date** or within 90 days after the **Effective Date**.

CRITICAL ILLNESS DEFINITIONS & LIMITATIONS

Only the following Critical Illnesses, as defined below, are covered under this Certificate of Insurance:

1) **Cancer (Life Threatening)** means any malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The diagnosis must be made in writing by a physician and be confirmed by histological examination of the involved tissue. Under this Certificate of Insurance Cancer includes leukemia and Hodgkin's disease but does not include:
   a. All tumors which are histologically described as pre-malignant, as non- evasive or as cancer in situ;
   b. Stage A prostate cancer, Duke's Stage A colon cancer, or any pre- malignant lesions, benign tumors or polyps;
   c. Kaposi's sarcoma or cancerous tumors in the presence of Human Immunodeficiency Virus;
   d. Any skin cancer that is not malignant invasive melanoma and that has not exceeded .75 millimeters in depth.
2) **Heart Attack** means the death of a portion of the heart muscle as a result of inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:
   a. Typical chest pain;
   b. New characteristic electrocardiographic (ECG) changes; and
   c. The characteristic rise of cardiac enzymes, troponins or other biochemical markers.
   d. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.
3) **Stroke** means any cerebrovascular incident, excluding transient ischemic attack (mini stroke), producing death of a portion of the brain as a result of thrombosis, intracranial or subarachnoid hemorrhage or embolization from an extracranial source and with objective evidence of a new permanent neurological deficit persisting for more than 30days.
4) **Coronary artery bypass graft** means the undergoing of heart Surgery to correct the narrowing or blockage of one or more coronary arteries using venous or arterial grafts. Coronary artery bypass graft does not include;
   a. Angioplasty (percutaneous transluminal coronary angioplasty);
   b. Laser relief of an obstruction; stern insertion; coronary angiography; or
   c. Any other intra-catheter technique.
   d. The Surgery must be deemed medically necessary by a physician who is aboard- certified cardiologist.
5) **Kidney Failure** means end stage, irreversible failure of both kidneys to function, provided that a physician who is board certified has determined that such failure requires either:
   a. Immediate and regular kidney dialysis (no less often than weekly) that is expected by such physician to continue for at least six months; or
   b. A kidney transplant.
6) **Major Organ Transplant** means the actual undergoing as a recipient of a transplant of a heart, lung, pancreas, kidney or liver.

PART F – DISABILITY BENEFIT

BENEFITS

If **You** become disabled and as a result are unable to work, while **You** are covered under the Policy, **We** will make **Your Payment Obligation**, as defined in Part H - Definitions, to Cash Money on **Your** behalf during the term of **Your** total disability beginning retroactively with **Your Date of Loss** and until **You** are able to return to work, subject to a maximum of 12 **Monthly Payments**. The total benefits paid will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

CONDITIONS AND LIMITATIONS

1. **You** must become, after the **Effective Date**, totally and continuously disabled as the result of accidental bodily injury or sickness and shall be regularly attended by a licensed physician or surgeon other than **Yourself** and, in the opinion of the physician or surgeon, be prevented from engaging in any business or employment for which **You** are reasonably fitted by training, experience or education, and shall remain so totally disabled for more than 30 consecutive days.
2. To be eligible for disability benefits, **You** must have been insured under the Policy and gainfully employed or working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week.
3. **We** will require **Your** attending physician or surgeon to send **Us** a written statement, on a form provided by **Us** or acceptable to **Us**, during the initial period of disability indicating that **You** were totally disabled and unable to resume employment because of the disability. **You** may be required to provide subsequent verification of continued disability.
4. Benefits will end once **Your** doctor allows **You** to return to work on a full-time, part-time, or modified basis.
5. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both.

EXCLUSIONS

We do not pay a monthly disability benefit if the disability resulted directly or indirectly from:

1. any of the exclusions listed under the heading "General Exclusions" found in Part I – General Provisions;
2. a pre-existing condition, if **Your** disability commences anytime during the first 12 months of coverage. For the purposes of this exclusion, pre-existing condition is any sickness or injury for which **You** received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the **Effective Date** of **Your** coverage;
3. a nervous, mental, psychological, emotional, or behavioral disorder or condition unless **You** are under the full-time care of a licensed psychiatrist;
4. a Critical Illness for which a benefit has been paid under Part E- Critical Illness, of this Policy;
5. normal pregnancy;
6. foreign travel or residence;
7. Flight on non-scheduled aircraft.

RE-ELIGIBILITY

When payments have been completed for a claim under these Disability provisions, **You** must resume permanent full-time employment 25 or more hours per week for a period of 60 consecutive days to become eligible for a further Disability claim.

PART G - LIFE WITH DISMEMBERMENT BENEFIT

BENEFITS

We will pay to Cash Money, on **Your** behalf, upon due proof of death or dismemberment of **You** or **Your Spouse** (for residents in all other province other than Quebec), occurring after the **Effective Date** and while **You** are covered under the Policy, an amount of insurance equal to the **Total Line of credit Amount** at the date of death or dismemberment up to a maximum of $15,000. If the death or dismemberment of **You** and **Your Spouse** (for residents in all other province other than Quebec) occurs simultaneously, only one benefit will be paid.

DISMEMBERMENT

Dismemberment means accidental bodily injuries that are sustained directly and independently of all other causes resulting in the total and irrevocable loss of the entire sight of both eyes, or a hand or foot by complete severance through or above the wrist or ankle joint.

AGE LIMITATION

If **You** or **Your Spouse** (residents in all other provinces) are 65 (71 in British Columbia) years of age or older at the date of death, the Life insurance benefit will be paid only in the event of **Accidental Death**.

EXCLUSIONS

We do not pay a benefit if the death or dismemberment resulted directly or indirectly from:

1) Any of the exclusions listed under the heading "General Exclusions" found in Part I – General Provisions.
2) A pre-existing Condition, if You die within 6 months of the Effective Date from that pre-existing condition. For the purposes of this exclusion, We define a pre-existing condition as any sickness or injury for which You received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of Your coverage.
3) A Critical Illness for which a benefit has been paid under Part E – Critical Illness of this Certificate of Insurance.

PART H – DEFINITIONS

Accidental Death means death through accidental means sustained directly or independently of all causes and occurring within 90 days from the date of the accident.

Beneficiary means the beneficiary of this Policy, Cash Money Corporation.

Date Of Loss is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

Effective Date For the coverages provided under Parts A, B, C, D E, F and G the **Effective Date** is the date that **We** receive **Your** enrollment for insurance.

First Diagnosis means the date on which a licensed physician establishes the diagnosis of a Critical Illness.

Lifetime Milestone means:
a) Birth or adoption of your child.
b) Your marriage.
c) Your child's marriage.
d) Your purchase of a home for use as a principal residence.
e) After your final payment of your mortgage loan.
f) Your retirement from employment (lifetime limit of one payment).
g) Your, your spouse, or your child's post-secondary graduation or professional certification/designation.

Payment Obligation means the amount due and payable by **You** to Cash Money on **Your** Cash Money Line of credit for each monthly or bi-weekly period.

Total Line of Credit Amount means the total amount owing to Cash Money on **Your** Cash Money Line of credit as at the **Date of Loss**.

Unpaid Family Leave means an unpaid leave of absence from **Your** employment of more than 14 days, approved by **Your** employer, to provide care or support to **Your** spouse, **Your** child or **Your** parent with a serious health condition.

Spouse means **Your Spouse** that **You** are legally married to; or **Your** partner in a common- law relationship regardless of gender, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

You, Your and **Yourself** means the individual who is the borrower and whose name appears on the Cash Money Line of credit agreement and is responsible for the outstanding debt.

We, Us and/or **Our** refers to Trans Global Insurance Company And Trans Global Life Insurance Company.

PART I - GENERAL PROVISIONS

BENEFICIARY - Benefits payable under Parts A, B, C, D, E F and G of the Policy shall be paid to Cash Money, as irrevocable Beneficiary, to be applied by Cash Money in payment of **Your Total Line of Credit Amount**.

GROUP POLICIES - Copies of the Group Policies are available by contacting Trans Global Insurance.

MAKING A CLAIM - Claim forms may be obtained by calling a Customer Service Representative at 1- 844-930-6022 or by downloading forms from [HYPERLINK "https://transglobalinsurance.ca/claims/" \h]

NOTICE OF LOSS in writing must be filed with **Us** within **90 days** from the date of such loss. Failure to report a loss within the stated period of time will invalidate any claim in respect of such loss.

PROOF OF LOSS in writing and any required receipts or reports must be furnished to **Us** at the office address set out at the beginning of this Certificate of Insurance within 90 days from the date of such loss or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of such loss must be furnished at such intervals as **We** may require. Costs incurred by **You** to obtain proof or evidence of **Your** loss will be at **Your** own expense.

You will provide written authorization for **Us** to make inquiries of **Your** past and present employers for the settlement of **Your** Disability and Involuntary Unemployment claims, and of **Your** medical or other health care practitioners for the settlement of **Your** Life With Dismemberment, Critical Illness and Disability claims as **We** consider necessary.

CONTACT

All notices or other records to be delivered to **Us** shall be delivered at the following:

Trans Global Insurance and Trans Global Life Insurance Company
16930 – 114 Avenue NW
Edmonton, Alberta T5M 3S2

OR VIA THE DIGITAL CLAIMS PORTAL AT
www. Transglobalinsurance.ca/……………………….

If **You** have any questions, regarding the Policy and the coverages, **You** may contact **Us** at 1-844-930- 6022.

GENERAL EXCLUSIONS

No benefits will be paid under the Policy's Life and Dismemberment, Disability, Involuntary Unemployment or Critical Illness coverages if the loss was, directly or indirectly, caused by:

1. an attempted suicide or suicide, while sane or insane, within two years of the **Effective Date**;
2. an intentionally self-inflicted injury;
3. the commission, or attempted commission, of an illegal act;
4. military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
5. Alcohol or solvent abuse, or the taking of illegal drugs or prescription drugs except where prescribed by a licensed doctor and taken as directed.

COMPLAINT PROCEDURES

If **You** have a complaint or inquiry about any aspect of this insurance coverage, please call **1- 844- 930-6022** between 8:00 am and 5:00 pm (MT), Monday to Friday. If for some reason **You** are not satisfied with the resolution to **Your** complaint or inquiry, please see **Our** complaint resolution processes which can be found at: [HYPERLINK "https://transglobalinsurance.ca/resolving-complaints/" \h] [HYPERLINK "https://transglobalinsurance.ca/resolving-complaints/" \h]

YOUR PRIVACY MATTERS TO US

We are committed to protecting **Your** privacy. **We** respect **Your** privacy and want **You** to understand how **We** collect and use **Your** personal information.

How We Collect Your Information

We collect and keep information about **You**, which is needed to provide the products and services **You** request. **We** collect information from **You**, either directly or through **Our** representatives. **We** may also need to collect information about **You** from sources such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and **Your** current and former employer.

How We Use Your Information

We use **Your** information to provide the products and services **You** request, which includes using it to evaluate insurance risk and manage claims. **We** may also share **Your** information with other third parties, when it is necessary for the services **We** provide to **You**. Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references **You** provide. **We** may use **Your** information internally, to prepare statistical reports that help **Us** understand the needs of **Our** customers and that help **Us** understand and manage **Our** business. For these purposes, where a third-party service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. **You** may request to review **Your** personal information in **Your** file or request to make a correction by writing to:

The Privacy Officer, Trans Global Life Insurance Company/Trans Global Insurance Company

Attention: Chief Privacy Officer

16930 – 114 Avenue NW, Edmonton, Alberta T5M 3S2

For more information on privacy at Trans Global Insurance, visit [HYPERLINK "http://www.transglobalinsurance.ca/about-us/privacy-policy/" \h] [HYPERLINK "http://www.transglobalinsurance.ca/about-us/privacy-policy/" \h]

LEGAL PROCEEDINGS

No legal action may be brought against **Us**, unless it is brought within 24 months after the **Date of Loss** for resident of all provinces expect Quebec or the shortest applicable limit of time established by law. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act. The benefits payable under this Policy are based on **Your Outstanding Balance** on the **Date of Loss**. Any changes made to **Your** Policy after the **Date of Loss** but during the benefit period will not be included in the calculation of **Your** benefits. The benefits payable under this Policy are calculated on **Your Outstanding Balance** on the **Date of Loss**. Any purchases or charges made on **Your** Insurance Payment Protection Policy after the **Date of Loss** and during the period for which **You** are collecting benefits will not be included in the calculation of **Your** benefit.

MISSTATEMENT OF AGE - **Our** liability is limited to a refund of all premiums **You** have paid when **You** misstated **Your** age to **Us** at the time **You** provided to **Us Your** application for insurance.

PREMIUM RATE - The monthly premium charged under the Policy is $1.40 per $100 (or part thereof) of Your Balance or Daily Average Balance, plus applicable taxes. No premium will be charged when there isn't a balance due on the account, and when there are no deferred payment financing charges due, however, the premiums at the above rate, will begin to bill again with any new purchases or charges to the account or when a plan is removed from promotional status.

PREMIUM RATE AND/OR POLICY CHANGE - **We** reserve the right to establish new premium rates and cancel or modify any terms of the Policy. **You** and Cash Money will receive at least 31 days written notice of any change to premium rates or terms of the Policy.

REFUNDS - In the event of termination of **Your** Coverage, **We** will credit **You** on a Pro Rata basis with any unearned premium paid by **You**. No refund or credit will be made if the amount is less than One Dollar ($1.00).

SUBROGATION- In the event of any payment under this insurance, **We** shall be subrogated to all **Your** rights of recovery, and **You** shall execute and deliver all papers and do whatever is necessary for **Us** to secure those rights.

TERMS OF AGREEMENT AND TERMINATION OF COVERAGE

The term of the insurance provided under this Certificate of Insurance commences upon **Your** agreement to purchase the insurance coverage hereunder and will end on the sooner of:

1. The next payment date after **We** receive **Your** written request to end this insurance coverage, or
2. 31 days from the date **We** send **You** written notice, by first class mail to **Your** last known address, to cancel this insurance, or
3. The date **Your** Cash Money Line of credit is terminated, on receipt of notice of termination by the insurer.
4. The date **You** are more than 30 days delinquent in making any required Line of credit Payment towards **Your** Outstanding Balance; however, **Your** insurance coverage will be automatically reinstated when **Your** Line of credit Payment obligations become current.

LendDirect Payment Protection Program Certificate of Insurance & Disclosure Statement

Certificate Date: October 1, 2024

Please keep this Certificate of Insurance in a safe place for future reference.

Payment Protection Program (the "Policy") is available to LendDirect customers as insured, on approved LendDirect Line of credit applications in which the insurance enrollment is submitted to **Us**, and who have requested the coverage, agreed to pay the premium, and continue to pay premiums on a timely basis. Failure to make premium payments on a timely basis could cause lapses in coverage. Please see "Termination of Coverage" under Part I, below.

When **You** enroll in the Policy, **You** are enrolling directly with **Us**. This Certificate of Insurance, plus the insurance premiums billed and collected along with **Your** LendDirect Line of credit payment, are evidence of **Your** insurance under the Policy, provided the insurance has not been terminated in accordance with the provisions outlined in this Certificate of Insurance.

The Policy is underwritten pursuant Group Master Policy No's LD-10012024-P and LD-10012024-L for residents in all provinces other than Quebec, issued to customers of LendDirect on approved Line of credit applications by **Us** along with the following respective coverage they provide under the Policy:

Residents in all Provinces (except Quebec)
Trans Global Insurance Company (LD-10012024-P)
Part A: Involuntary Unemployment
Part B: Involuntary Unemployment (Self Employed Individuals)
Part C: Unpaid Family Leave Support
Part D: Lifetime Milestone Support
Trans Global Life Insurance Company (LD-10012024-L)
Part E: Critical Illness
Part F: Disability
Part G: Life with Dismemberment

This Certificate of Insurance contains information about **Your** optional insurance. It outlines what is covered along with the conditions under which payment will be made. It also provides instructions on how to make a claim. It is important that **You** read this Certificate of Insurance carefully and understand **Your** coverage as **Your** coverage is subject to certain limitations or exclusions.

Please refer to the Definition section or to the applicable description of benefits for the meanings of all bolded terms. Coverage is only available if **You** are a resident of Canada. This coverage may be cancelled, changed, or modified at the option of LendDirect and the Insurer at any time. For confirmation of coverage or for any questions concerning the information in this Certificate of Insurance, call **Us**, toll-free at **1-844-930-6022**.

WHO IS COVERED

To be eligible to apply for insurance, **You** must be a Canadian resident and be between the ages of 18 and 65 (71 in British Columbia) on the Effective Date. For residents in all provinces except Quebec, the Life and Dismemberment and Critical Illness coverages are available to **You** and **Your Spouse** while the Disability and Involuntary Unemployment coverages, as well as the Unpaid Family Leave and Lifetime Milestone Supports are only available for **You**.

If **You** are 65 (71 in British Columbia) years of age or older at the date of **Your** death, the Life Insurance benefit will be paid only in the event of **Accidental Death.**

Critical Illness coverage ceases at age of 65. For further clarity, the date of **First Diagnosis** must occur prior to the individual's 65th birthday.

HOW TO CANCEL THIS INSURANCE

Upon receipt of this Certificate of Insurance, if **You** no longer wish to be enrolled in this insurance, please contact **Us** to cancel **Your** Policy. A cancellation form will need to be completed, signed and sent to **Us**. When the Policy is cancelled within 30 days of enrollment for residents in all provinces except, any premiums charged, will be refunded to **You**. **You** may cancel any time after 30 days for residents in all provinces except Quebec, by sending **Us** the completed and signed cancellation form, but **You** will not be entitled to a refund of any premiums charged. If **You** have any questions regarding this Policy or require claim information, please contact:

Trans Global Life Insurance Company and Trans Global Insurance Company Suite 275, 16930 114 Ave NW Edmonton, AB T5M 3S2 Telephone: 1-844-930-6022 or at www. Transglobalinsurance.ca--------------

PART A - INVOLUNTARY UNEMPLOYMENT BENEFIT

BENEFIT

If **You** become involuntarily unemployed after the **Effective Date**, **We** will make **Your Payment Obligation** on **Your** behalf, retroactively beginning from the **Date of Loss**. **We** will make **Your Payment Obligation** until **You** return to work full-time, subject to a maximum of 12 **Monthly Payments**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both. The total **Payment** will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A, Involuntary Unemployment Benefit or Part B, Involuntary Employment (Self Employed Individuals), not under both. In determining payment of benefits in the above noted situation, **We** reserve the right to choose which stated head of coverage benefits are paid under.

CONDITIONS

To be eligible for involuntary unemployment benefits under this Part A:

1. **You** must be a Canadian resident and be over age 18 on the Effective Date;
2. **You** must have been insured under the Policy and gainfully employed on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week;
3. **You** shall have been involuntarily unemployed for more than 30 consecutive days;
4. Prior to **Your** involuntary unemployment, **Your** employer shall have been paying employment insurance premiums to [HYPERLINK "https://www.canada.ca/en/revenue-agency.html" \h] (CRA) and/or any of its successor entities, on **Your** behalf. Within 15 days of **Your** involuntary unemployment, **You** must have registered with Canada Employment Insurance Commission to receive employment insurance benefits;
5. While **You** are involuntarily unemployed **You** must be available to work full-time, and **You** may be required to provide evidence that **You** are actively seeking employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment benefits due to:

1. Unemployment for any reason beginning within 30 days from the **Effective Date**;
2. Unemployment known by **You** to be impending at the time of application for insurance;
3. Loss of seasonal employment;
4. Strikes or lockouts, whether or not **You** participate voluntarily;
5. Disability for which benefits are payable under this Policy;
6. Discharge for cause by **Your** employer;
7. Pregnancy or childbirth, maternity, paternity or adoption leave;
8. Family medical or caregiver leave;
9. Voluntary unemployment;
10. Ineligibility to work due to absence or loss of required licensing, permits or qualifications or otherwise prohibited from working under applicable laws;
11. Criminal charges having been laid against **You** and any resulting incarceration;
12. Failure to pay child maintenance support payments, spousal support payments or alimony;
13. Retirement, whether voluntary or mandatory;
14. Any of the exclusions listed under the heading "General Exclusions" found in Part I – General Provisions.

RE-ELIGIBILITY

If **You** return to work for less than 6 consecutive months after receiving benefits under this Part and suffer another period of at least 30 consecutive days of involuntary unemployment, **You** will only be eligible for any remaining benefits of the maximum 12 **Monthly Payments** from the previous claim. However, if **You** have returned to full-time employment (at least 25 hours per week) for at least 6 consecutive months after receiving benefits under this Part A, **Your** coverage will be reinstated for up to the contracted month benefits, subject to the $15,000 maximum limit, for subsequent periods of covered involuntary unemployment.

PART B – INVOLUNTARY UNEMPLOYMENT – SELF-EMPLOYED INDIVIDUALS

BENEFIT

As a self-employed individual, if **You** become involuntarily unemployed as a result of **Your** business being involuntarily petitioned into bankruptcy by **Your** creditors, and **You** remain unable to generate any income during the period of 30 consecutive days after the **Effective Date** and while insured. **You** may be entitled for benefits under the Involuntary Unemployment insurance for self- employed individuals.

Upon eligibility, **We** will make **Your Payment Obligation**, retroactively beginning from **Your Date of Loss** until **You** return to work full-time, subject to a maximum of 12 **Monthly Payments**. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits under one coverage, not under both. The total **Payments** will not exceed the lesser of the **Total Line of credit Amount** at the **Date of Loss** or the maximum of $15,000.

For individuals who may simultaneously be earning income in an employer and employee relationship and operating a business in a self-employed capacity **You** are only entitled to payment of benefits under Part A – Involuntary Unemployment Benefit or Part B –Loss of Employment – Self- Employed Individuals, not under both. In determining payment of benefits between benefits under Part A or Part B, **We** reserve the right to choose which stated head of coverage benefits are paid under.

CONDITIONS

To be eligible for involuntary unemployment benefits under this Part B:

1. **You** must be a Canadian resident and be over age 18 on the Effective Date;
2. **You** must have been insured under the Policy and working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, (which is defined as working a minimum of 25 hours each week), in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy.
3. **You** shall have been involuntarily unemployed for more than 30 consecutive days.
4. Prior to **Your** involuntarily unemployment, as a self-employed individual and only if/when applicable, **You** shall have been paying special employment insurance premiums to [HYPERLINK "https://www.canada.ca/en/revenue-agency.html" \h] (CRA) and/or any of its successor entities.
5. While **You** are involuntarily unemployed, as a self-employed individual, **You** must be available to work full- time and **You** may be required to provide evidence that **You** are actively seeking full-time employment.

EXCLUSIONS

We shall not be liable for involuntary unemployment for self-employed individual benefits due to:

1. Unemployment for any reason beginning within 90 days from the **Effective Date;**
2. Unemployment known by **You** or should have been known to **You** impending at the time of application for insurance;
3. Strikes or Lockouts, whether or not **You** or **Your** business participate voluntarily;
4. Disability for which benefits are payable under this Policy;
5. Discharged for cause by a hiring company or customer
6. Pregnancy, or childbirth and maternity, paternity or adoption leave;
7. Family medical or Caregiver leave;
8. Voluntarily unemployment, **You** refused to complete work, as contracted or as outlined in job specifications;
9. Failure to comply with safety regulations and conditions required by trade unions, associations, or provincial health and safety regulators;
10. Criminal charges having been laid against **You** and resulting incarceration;
11. Failure to pay child maintenance, support payments, spousal support, or alimony;
12. Inability to travel for work-related reasons due to loss of passport or visa conditions;
13. Closure of business as a result of gross or willful misconduct, negligence, voluntary forfeiture of salary, wages, or income;
14. Retirement, whether voluntary or mandatory;
15. Any of the exclusions listed under the Certificate of Insurance heading "general Exclusion" found in Part I – General Provisions.

RE-ELIGIBILITY

If **You** return to work in a capacity of self-employment for less than 6 consecutive months after receiving benefits under this Part B and suffer another period of at least 90 consecutive days of involuntary unemployment, for self-employed individuals, **You** will only be eligible for any remaining benefits of the maximum 12 **Monthly Payments** from the previous claim. However, **You** must be working in a new business capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, which is defined as working a minimum of 25 hours each week, in a legally incorporated business that has been operating in Canada for a period of no less than 2 continuous years prior to the **Effective Date** of the Policy. After 6 consecutive months, **Your** coverage will be reinstated for up to another 12- month benefit period (subject to the $15,000 maximum Policy limit) for subsequent periods covered by involuntary unemployment for self-employed individuals. If **You** return to work in a capacity other than self-employment, please refer to the re-eligibility section under Involuntary Unemployment of this Certificate of Insurance.

INVOLUNTARY UNEMPLOYMENT – SELF-EMPLOYED INDIVIDUALS' CLAIMS

Bankruptcy court documents must be provided to **Us** showing proof of filed bankruptcy along with the name of the appointed trustee of bankruptcy. **We** may at **Our** discretion require financial statements showing proof of documented evidence of the past 3 years of business operations, business tax returns for the evidence of filing with Canada Revenue Reporting Agency, along with individual and spouse tax returns for the past 3 years showing evidence of filing with Canada Revenue Reporting Agency. We may also require the most recent copy of articles of incorporation and business license of the business at the time of the claim.

PART C – UNPAID FAMILY LEAVE SUPPORT

BENEFIT

If after the **Effective Date**, **You** are required to take Unpaid Family Leave from **Your** employment, and subject to providing **Us** with the appropriate claim documentation, **We** will make a one-time payment equal to the to the LESSER of the following amounts:

1. Three payments of the Monthly Amount Insured, up to a maximum of $2,000; or
2. The remaining Line of Credit Balance.

CONDITIONS

The Unpaid Family Leave Support is paid only if:

1. **You** are required to take Unpaid Family Leave from **Your** employment; and
2. The Unpaid Family Leave commenced after the **Effective Date** and while covered for this benefit under the Group Policy.

EXCLUSIONS

We shall not be liable for unpaid family leave support:

1. For maternity or parental leave;
2. Where a benefit under the Involuntary Unemployment Benefit or the Disability Benefit has been paid;
3. Where You are Self-Employed; or
4. Any of the exclusions listed under the Certificate of Insurance heading "General Exclusion" found in Part I – General Provisions.

PROOF OF CLAIM:

In addition to the general proof of claim matters addressed in the Notice of Claim and Claim Forms, and Proof of Claim sections of this Certificate of Insurance, the following specific requirements of proof apply.

In support of **Your** Unpaid Family Leave Support claim, **We** will require a written statement from **Your** employer, in a form satisfactory to **Us**.

PART D - LIFETIME MILESTONE SUPPORT

BENEFITS

If after the **Effective Date**, **You** experience a Lifetime Milestone, and subject to the appropriate claim documentation being provided and received, **We** will make a one-time payment equal to the LESSER of the following amounts:

1. Three payments of the Monthly Amount Insured, up to a maximum of $2,000; or
2. The remaining Line of Credit Balance.

CONDITIONS

The Lifetime Milestone Support is paid only if:

1. A Lifetime Milestone occurs 30 days after the Date Insurance Begins and while covered for this benefit under the Group Policy;
2. **You** have not reached the age of 70; and
3. **You** have not been paid for two Lifetime Milestone claims in any 12-month period.

Recurring Lifetime Milestone: We will only pay for two Lifetime Milestone claims in any 12-month period, regardless of other Lifetime Milestones being met.

PROOF OF CLAIM: In addition to the general proof of claim matters addressed in the Notice of Claim and Claim Forms, and Proof of Claim sections of this Certificate of Insurance, the following specific requirements of proof apply.

In support of **Your** Lifetime Milestone Support claim, **We** will require satisfactory evidence such as a copy of a marriage certificate, birth certificate or adoption papers, letter from **Your** employer indicating retirement or employment status, real estate purchase agreement or deed of trust, final mortgage loan

PART E – CRITICAL ILLNESS BENEFIT

BENEFIT

If, after the **Effective Date** and while insured, **You** (for Quebec residents) or **You** and **Your Spouse** (for residents of all provinces other than Quebec), are diagnosed with a Critical Illness for the first time in **Your** life and survive that **First Diagnosis** for at least 30 days, **We** will pay to LendDirect an amount equal to the **Total Line of credit Balance** as on the date of **First Diagnosis** of the Critical Illness. The total benefits paid will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

CONDITIONS

1) Critical Illness coverage under Part E ceases to the Critical Illness claimant upon attainment the age of 65. The date of First Diagnosis must occur prior to the individual's 65th birthday.
2) The Critical Illnesses covered under this **Policy** are **Cancer (Life Threatening)**, **Heart Attack**, **Stroke**, **Coronary Artery Bypass Graft**, **Kidney Failure** and **Major Organ Transplant**. Full definitions of these Critical Illnesses along with any limitations are found below.
3) Under this Certificate of Insurance, the Critical Illness benefit will be paid only once. After the Critical Illness benefit is paid, **You** remain eligible for benefits described under Parts A, B, C, D, F, & G of this Certificate of Insurance.
4) Proof of loss satisfactory to **Us** must be submitted within 90 days of **First Diagnosis**. The diagnosis must be made in writing by a licensed physician and be supported by medical evidence that **We** require or may require.

EXCLUSIONS

We do not pay a benefit for a particular Critical Illness if:

1) that Critical Illness resulted directly or indirectly from any of the exclusions listed under the heading "General Exclusions" found in General Exclusion Provisions;
2) that Critical Illness existed, or was first diagnosed, prior to the **Effective Date** or within 90 days after the **Effective Date**

CRITICAL ILLNESS DEFINITIONS & LIMITATIONS

Only the following Critical Illnesses, as defined below, are covered under this Certificate of Insurance:

1) **Cancer (Life Threatening)** means any malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The diagnosis must be made in writing by a physician and be confirmed by histological examination of the involved tissue. Under this Certificate of Insurance Cancer includes leukemia and Hodgkin's disease but does not include:
   a. All tumors which are histologically described as pre-malignant, as non- evasive or as cancer in situ;
   b. Stage A prostate cancer, Duke's Stage A colon cancer, or any pre- malignant lesions, benign tumors or polyps;
   c. Kaposi's sarcoma or cancerous tumors in the presence of Human Immunodeficiency Virus;
   d. Any skin cancer that is not malignant invasive melanoma and that has not exceeded .75 millimeters in depth.
2) **Heart Attack** means the death of a portion of the heart muscle as a result of inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:
   a. Typical chest pain;
   b. New characteristic electrocardiographic (ECG) changes; and
   c. The characteristic rise of cardiac enzymes, troponins or other biochemical markers.
   d. Other acute coronary syndromes, including but not limited to angina, are not covered under this definition.
3) **Stroke** means any cerebrovascular incident, excluding transient ischemic attack (mini stroke), producing death of a portion of the brain as a result of thrombosis, intracranial or subarachnoid hemorrhage or embolization from an extracranial source and with objective evidence of a new permanent neurological deficit persisting for more than 30days.
4) **Coronary artery bypass graft** means the undergoing of heart Surgery to correct the narrowing or blockage of one or more coronary arteries using venous or arterial grafts. Coronary artery bypass graft does not include;
   a. Angioplasty (percutaneous transluminal coronary angioplasty);
   b. Laser relief of an obstruction; stern insertion; coronary angiography; or
   c. Any other intra-catheter technique.
   d. The Surgery must be deemed medically necessary by a physician who is aboard- certified cardiologist.

5) **Kidney Failure** means end stage, irreversible failure of both kidneys to function, provided that a physician who is board certified has determined that such failure requires either:

   a. Immediate and regular kidney dialysis (no less often than weekly) that is expected by such physician to continue for at least six months; or

   b. A kidney transplant.

6) **Major Organ Transplant** means the actual undergoing as a recipient of a transplant of a heart, lung, pancreas, kidney or liver.

PART F – DISABILITY BENEFIT

BENEFITS

If **You** become disabled and as a result are unable to work, while **You** are covered under the Policy, **We** will make **Your Payment Obligation**, as defined in Part H - Definitions, to LendDirect on **Your** behalf during the term of **Your** total disability beginning retroactively with **Your Date of Loss** and until **You** are able to return to work, subject to a maximum of 12 **Monthly Payments**. The total benefits paid will not exceed the lesser of the **Total Line of credit Balance** or $15,000.

CONDITIONS AND LIMITATIONS

1. **You** must become, after the **Effective Date**, totally and continuously disabled as the result of accidental bodily injury or sickness and shall be regularly attended by a licensed physician or surgeon other than **Yourself** and, in the opinion of the physician or surgeon, be prevented from engaging in any business or employment for which **You** are reasonably fitted by training, experience or education, and shall remain so totally disabled for more than 30 consecutive days.
2. To be eligible for disability benefits, **You** must have been insured under the Policy and gainfully employed or working in a self-employed capacity earning taxable revenue pursuant to the Canada Revenue and Taxation Act on a permanent basis, working full-time at the **Date of Loss**, which means working at least 25 hours each week.
3. **We** will require **Your** attending physician or surgeon to send **Us** a written statement, on a form provided by **Us** or acceptable to **Us**, during the initial period of disability indicating that **You** were totally disabled and unable to resume employment because of the disability. **You** may be required to provide subsequent verification of continued disability.
4. Benefits will end once **Your** doctor allows **You** to return to work on a full-time, part-time, or modified basis.
5. When **You** are simultaneously disabled and involuntarily unemployed, **You** are entitled to benefits only under one coverage, not under both.

EXCLUSIONS

We do not pay a monthly disability benefit if the disability resulted directly or indirectly from:

1. any of the exclusions listed under the heading "General Exclusions" found in Part I – General Provisions;
2. a pre-existing condition, if **Your** disability commences anytime during the first 12 months of coverage. For the purposes of this exclusion, pre-existing condition is any sickness or injury for which **You** received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the **Effective Date** of **Your** coverage;
3. a nervous, mental, psychological, emotional, or behavioral disorder or condition unless **You** are under the full-time care of a licensed psychiatrist;
4. a Critical Illness for which a benefit has been paid under Part E- Critical Illness, of this Policy;
5. normal pregnancy;
6. foreign travel or residence;
7. Flight on non-scheduled aircraft.

RE-ELIGIBILITY

When payments have been completed for a claim under these Disability provisions, **You** must resume permanent full-time employment 25 or more hours per week for a period of 60 consecutive days to become eligible for a further Disability claim.

PART G - LIFE WITH DISMEMBERMENT BENEFIT

BENEFITS

We will pay to LendDirect, on **Your** behalf, upon due proof of death or dismemberment of **You** or **Your Spouse** (for residents in all other province other than Quebec), occurring after the **Effective Date** and while **You** are covered under the Policy, an amount of insurance equal to the **Total Line of credit Amount** at the date of death or dismemberment up to a maximum of $15,000. If the death or dismemberment of **You** and **Your Spouse** (for residents in all other province other than Quebec) occurs simultaneously, only one benefit will be paid.

DISMEMBERMENT

Dismemberment means accidental bodily injuries that are sustained directly and independently of all other causes resulting in the total and irrevocable loss of the entire sight of both eyes, or a hand or foot by complete severance through or above the wrist or ankle joint.

AGE LIMITATION

If **You** or **Your Spouse** (residents in all other provinces) are 65 (71 in British Columbia) years of age or older at the date of death, the Life insurance benefit will be paid only in the event of **Accidental Death**.

EXCLUSIONS

We do not pay a benefit if the death or dismemberment resulted directly or indirectly from:

1. Any of the exclusions listed under the heading "General Exclusions" found in Part I – General Provisions.
2. A pre-existing Condition, if **You** die within 6 months of the Effective Date from that pre-existing condition. For the purposes of this exclusion, We define a pre-existing condition as any sickness or injury for which **You** received medical advice, consultation, diagnosis, investigation, or for which treatment was required or recommended by a doctor during the 6 months prior to the Effective Date of **Your** coverage.
3. A Critical Illness for which a benefit has been paid under Part E – Critical Illness of this Certificate of Insurance.

PART H – DEFINITIONS

Accidental Death means death through accidental means sustained directly or independently of all causes and occurring within 90 days from the date of the accident.

Beneficiary means the beneficiary of this Policy, LendDirect Corporation.

Date Of Loss is the date the event or occurrence or, in the case of total disability or involuntary unemployment, the commencement thereof, giving rise to a claim under the Policy.

Effective Date For the coverages provided under Parts A, B, C, D E, F and G, the **Effective Date** is the date that **We** receive **Your** enrollment for insurance.

First Diagnosis means the date on which a licensed physician establishes the diagnosis of a Critical Illness.

Lifetime Milestone means:

a) Birth or adoption of your child.
b) Your marriage.
c) Your child's marriage.
d) Your purchase of a home for use as a principal residence.
e) After your final payment of your mortgage loan.
f) Your retirement from employment (lifetime limit of one payment).
g) Your, your spouse, or your child's post-secondary graduation or professional certification/designation.

Payment Obligation means the amount due and payable by **You** to LendDirect on **Your** LendDirect Line of credit for each monthly or bi-weekly period.

Total Line of Credit Amount means the total amount owing to LendDirect on **Your** LendDirect Line of credit as at the **Date of Loss**.

Unpaid Family Leave means an unpaid leave of absence from **Your** employment of more than 14 days, approved by **Your** employer, to provide care or support to **Your Spouse**, **Your** child or **Your** parent with a serious health condition.

Spouse means **Your Spouse** that **You** are legally married to; or **Your** partner in a common- law relationship regardless of gender, who although not legally married to each other, have continuously cohabited in a marriage-like relationship for at least the last 12 months.

You, Your and **Yourself** means the individual who is the borrower and whose name appears on LendDirect Line of credit agreement and is responsible for the outstanding debt.

We, Us and/or **Our** refers to Trans Global Insurance Company And Trans Global Life Insurance Company.

PART I - GENERAL PROVISIONS

BENEFICIARY - Benefits payable under Parts A, B, C, D, E F and G of the Policy shall be paid to LendDirect, as irrevocable Beneficiary, to be applied by LendDirect in payment of **Your Total Line of Credit Amount**.

GROUP POLICIES - Copies of the Group Policies are available by contacting Trans Global Insurance.

MAKING A CLAIM - Claim forms may be obtained by calling a Customer Service Representative at 1- 844-930-6022 or by downloading forms from [HYPERLINK "https://transglobalinsurance.ca/claims/" \h]

NOTICE OF LOSS in writing must be filed with **Us** within **90 days** from the date of such loss. Failure to report a loss within the stated period of time will invalidate any claim in respect of such loss.

PROOF OF LOSS in writing and any required receipts or reports must be furnished to **Us** at the office address set out at the beginning of this Certificate of Insurance within 90 days from the date of such loss or submitted via the digital claims portal within ninety (90) days after the date of such loss. Subsequent written proofs of continuance of such loss must be furnished at such intervals as **We** may require. Costs incurred by **You** to obtain proof or evidence of **Your** loss will be at **Your** own expense.

You will provide written authorization for **Us** to make inquiries of **Your** past and present employers for the settlement of **Your** Disability and Involuntary Unemployment claims, and of **Your** medical or other health care practitioners for the settlement of **Your** Life With Dismemberment, Critical Illness and Disability claims as **We** consider necessary.

CONTACT

All notices or other records to be delivered to **Us** shall be delivered at the following:

Trans Global Insurance and Trans Global Life Insurance Company
16930 – 114 Avenue NW
Edmonton, Alberta T5M 3S2

OR VIA THE DIGITAL CLAIMS PORTAL AT
www. Transglobalinsurance.ca/..............................

If **You** have any questions, regarding the Policy and the coverages, **You** may contact **Us** at 1-844-930- 6022.

GENERAL EXCLUSIONS

No benefits will be paid under the Policy's Life and Dismemberment, Disability, Involuntary Unemployment or Critical Illness coverages if the loss was, directly or indirectly, caused by:

1. an attempted suicide or suicide, while sane or insane, within two years of the **Effective Date**;
2. an intentionally self-inflicted injury;
3. the commission, or attempted commission, of an illegal act;
4. military service, declared or undeclared war, or any nuclear, chemical, or biological contamination resulting from an act of terrorism; or
5. Alcohol or solvent abuse, or the taking of illegal drugs or prescription drugs except where prescribed by a licensed doctor and taken as directed.

COMPLAINT PROCEDURES

If **You** have a complaint or inquiry about any aspect of this insurance coverage, please call **1- 844- 930-6022** between 8:00 am and 5:00 pm (MT), Monday to Friday. If for some reason **You** are not satisfied with the resolution to **Your** complaint or inquiry, please see **Our** complaint resolution processes which can be found at: [HYPERLINK "https://transglobalinsurance.ca/resolving-complaints/" \h] [HYPERLINK "https://transglobalinsurance.ca/resolving-complaints/" \h]

YOUR PRIVACY MATTERS TO US

We are committed to protecting **Your** privacy. **We** respect **Your** privacy and want **You** to understand how **We** collect and use **Your** personal information.

How We Collect Your Information

We collect and keep information about **You**, which is needed to provide the products and services **You** request. **We** collect information from **You**, either directly or through **Our** representatives. **We** may also need to collect information about **You** from sources such as hospitals, doctors and other health care providers, the Medical Information Bureau, the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and **Your** current and former employer.

How We Use Your Information

We use **Your** information to provide the products and services **You** request, which includes using it to evaluate insurance risk and manage claims. **We** may also share **Your** information with other third parties, when it is necessary for the services **We** provide to **You**. Third parties may include other insurance companies, the Medical Information Bureau, financial institutions, third party administrators, and any references **You** provide. **We** may use **Your** information internally, to prepare statistical reports that help **Us** understand the needs of **Our** customers and that help **Us** understand and manage **Our** business. For these purposes, where a third-party service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. **You** may request to review **Your** personal information in **Your** file or request to make a correction by writing to:

The Privacy Officer, Trans Global Life Insurance Company/Trans Global Insurance Company
Attention: Chief Privacy Officer
16930 – 114 Avenue NW, Edmonton, Alberta T5M 3S2
For more information on privacy at Trans Global Insurance, visit [HYPERLINK "http://www.transglobalinsurance.ca/about-us/privacy-policy/" \h]__[HYPERLINK "http://www.transglobalinsurance.ca/about-us/privacy-policy/" \h]

LEGAL PROCEEDINGS

No legal action may be brought against **Us**, unless it is brought within 24 months after the **Date of Loss** for resident of all provinces expect Quebec or the shortest applicable limit of time established by law. Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act. The benefits payable under this Policy are based on **Your Outstanding Balance** on the **Date of Loss**. Any changes made to **Your** Policy after the **Date of Loss** but during the benefit period will not be included in the calculation of **Your** benefits. The benefits payable under this Policy are calculated on **Your Outstanding Balance** on the **Date of Loss**. Any purchases or charges made on **Your** Insurance Payment Protection Policy after the **Date of Loss** and during the period for which **You** are collecting benefits will not be included in the calculation of **Your** benefit.

MISSTATEMENT OF AGE - **Our** liability is limited to a refund of all premiums **You** have paid when **You** misstated **Your** age to **Us** at the time **You** provided to **Us Your** application for insurance.

PREMIUM RATE - The monthly premium charged under the Policy is ~~$1.40~~X.XX per $100 (or part thereof) of **Your** Balance or Daily Average Balance, plus applicable taxes. No premium will be charged when there isn't a balance due on the account, and when there are no deferred payment financing charges due, however, the premiums at the above rate, will begin to bill again with any new purchases or charges to the account or when a plan is removed from promotional status.

PREMIUM RATE AND/OR POLICY CHANGE - **We** reserve the right to establish new premium rates and cancel or modify any terms of the Policy. **You** and LendDirect will receive at least 31 days written notice of any change to premium rates or terms of the Policy.

REFUNDS - In the event of termination of **Your** Coverage, **We** will credit **You** on a Pro Rata basis with any unearned premium paid by **You**. No refund or credit will be made if the amount is less than One Dollar ($1.00).

SUBROGATION- In the event of any payment under this insurance, **We** shall be subrogated to all **Your** rights of recovery, and **You** shall execute and deliver all papers and do whatever is necessary for **Us** to secure those rights.

TERMS OF AGREEMENT AND TERMINATION OF COVERAGE

The term of the insurance provided under this Certificate of Insurance commences upon **Your** agreement to purchase the insurance coverage hereunder and will end on the sooner of:

1. The next payment date after **We** receive **Your** written request to end this insurance coverage, or
2. 31 days from the date **We** send **You** written notice, by first class mail to **Your** last known address, to cancel this insurance, or
3. The date **Your** LendDirect Line of credit is terminated, on receipt of notice of termination by the insurer.
4. The date **You** are more than 30 days delinquent in making any required Line of credit Payment towards **Your** Outstanding Balance; however, **Your** insurance coverage will be automatically reinstated when **Your** Line of credit Payment obligations become current.

Confidential

SCHEDULE G

PRIVACY POLICY

OUR COMMITMENT

Trans Global Insurance values your business. We thank you for your confidence in choosing our Trans Global Insurance as your source of advice and products that protects you and your family from unforeseen events. We care about our customers and, as part of that concern, appreciates that its customers care about how their personal information is handled by Trans Global Insurance. Our goal is to make your experience searching for and purchasing insurance products the very best we can. This goal includes keeping your information secure, and to collect, use and disclose your information only in accordance with this Privacy Policy.

Trans Global Insurance promises to abide by this Privacy Policy and to deal with all personal information in a responsible, professional and respectful manner. In the unusual circumstance that we fall short of these goals, we promise to make every effort to address and resolve your concerns in an appropriate, fair and timely manner.

WHO ARE WE?

"Trans Global Insurance" as used in this Privacy Policy includes, Trans Global Life Insurance Company and Trans Global Insurance Company

For the purposes of this Privacy Policy, we, us and our mean Trans Global Insurance Group, and you and your mean a customer or prospective customer of Trans Global Insurance Group.

PERSONAL INFORMATION

Trans Global Insurance and its agents and representatives collect personal information in a number of circumstances in the course of conducting our business. Personal information we may collect includes:

- name, address, email address, telephone number, and other contact information;
- age, birth date, social insurance number, ID numbers, gender, credit card numbers or license plate numbers;
- information about your preferences, income, assets or personal finances;
- medical records, credit records, card records, driving record, employment records, insurance or transaction history;
- information about your insurance claims or claims history; and
- such other information we may collect with your consent or as permitted or required by law.

We generally collect personal information directly from you, for example, from application forms that you fill out for our insurance products and services, or when you communicate with us by telephone, email, our online platforms or in person. We may also collect personal information about you from other sources, such as other insurance brokers, insurance companies, consumer reporting agencies, industry associations and data banks, investment product suppliers, marketing agencies, government agencies, claims adjusters, employers and inspectors.

WHAT WE WILL NOT DO WITH YOUR INFORMATION?

We never sell or trade your personal information to any person or organization outside of Trans Global Insurance Group.

USE OF PERSONAL INFORMATION

Trans Global Insurance generally uses personal information to manage and administer our business, including to understand your insurance needs, communicate with you effectively and to provide you with the products and services you request. For example, we may use your personal information to:

- determine your eligibility for, offer and/or provide you with insurance products and services that you request;
- evaluate credit worthiness and monitor, collect premiums and fees;
- verify your identity;
- determine prices, fees and premiums including by evaluating your coverage needs and assessing risk;
- maintain, administer, collect, service and renew your account(s) and assess your ongoing needs for insurance products and services;
- update credit bureau reports
- investigate and settle claims;
- determine your eligibility for and offer and provide other products or services that may be of interest to you, such as investment or retirement products or group benefits, unless you ask us not to;
- detect and protect against error or fraud;
- compile statistics and conduct market research;
- maintain business records for reasonable periods;
- meet legal, regulatory, self-regulatory, insurance, security and processing requirements; and
- otherwise with consent or as permitted or required by law.

DISCLOSURE OF YOUR PERSONAL INFORMATION

As necessary to carry out the purposes for which Trans Global Insurance collects and uses your personal information, we may disclose your personal information to third parties, such as other insurance brokers, insurers, consumer reporting agencies, claims adjusters, government, regulatory and self-regulatory agencies, lawyers, financial institutions, benefits providers and medical professionals, and others involved in the claims handling process in accordance with legal and insurance regulatory reporting requirements or standard accepted insurance brokerage and insurance practices. We may also disclose your personal information with your consent or as permitted or required by law.

Personal information may be disclosed to our affiliates (including outside of Canada) for internal audit, management, billing or administrative purposes. We may also disclose personal information to our affiliates so that they may send you information about their products and services. However, if you do not want your personal information disclosed for these marketing purposes, you may contact us at any time as described further below.

Trans Global Insurance may transfer personal information to outside agents or service providers that perform services on our behalf. The services that may be performed by our agents or service providers consist of data processing, data warehousing or administrative services, or otherwise to collect, use, disclose, store or process personal information on our behalf for the purposes described in this Privacy Statement.

Personal information may be used by Trans Global Insurance and disclosed to parties connected with the proposed or actual financing, securitization, insuring, sale, assignment or other disposal of all or part of our business or assets, for the purposes of evaluating and/or performing the proposed transaction. These purposes may include, as examples:

- permitting those parties to determine whether to proceed or continue with the transaction; and
- fulfilling reporting, inspection or audit requirements or obligations to those parties.

Assignees or successors of Trans Global Insurance, our business or our assets may use and disclose your personal information for similar purposes as those described in this Privacy Statement.

YOUR CONSENT

Trans Global Insurance collects, uses and discloses your personal information with your consent, except as permitted or required by law. We may be required or permitted under statute or regulation to collect, use or disclose personal information without your consent, for example to comply with a court order, to comply with local or federal regulations or a legally permitted inquiry by a government agency, or to collect a debt owed to us.

Consent to the collection, use and disclosure of personal information may be given in various ways. Consent can be express (for example, orally or on a form you may sign describing the intended uses and disclosures of personal information) or implied (for example, when you provide information necessary for a service you have requested). You may provide your consent in some circumstances where notice has been provided to you about our intentions with respect to your personal information and you have not withdrawn your consent for an identified purpose, such as by using an "opt out" option provided, if any. Consent may be given by your authorized representative (such as a legal guardian or a person having a power of attorney). Generally, by providing us with personal information either directly or through our agents, other insurance brokers, insurance companies, claims adjusters or your employer, we will assume that you consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Statement, if applicable, or otherwise at the time of collection.

If you obtain insurance for a family member or other third party or otherwise provide personal information concerning a third party, including a family member, for example by naming him/her as a beneficiary, you represent that you have obtained any necessary consent to our collection, use and disclosure of his/her personal information for the purposes described above.

You may withdraw your consent to our collection, use and disclosure of personal information at any time, subject to contractual and legal restrictions and reasonable notice. There may be consequences to failing to provide or withdrawing your consent, such as your inability to acquire or renew an insurance policy and/or cancellation of a policy. Note also that where we have provided or are providing services to you, your consent will be valid for so long as necessary to fulfill the purposes described in this Privacy Statement or otherwise at the time of collection, and you may not be permitted to withdraw consent to certain necessary uses and disclosures (for example, but not limited to, maintaining reasonable business and transaction records and disclosures to Canadian and foreign government entities as required to comply with laws).

SECURITY

We take reasonable physical, organizational and technological security measures to safeguard the personal information in our custody or control. These include safeguards to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification. Authorized employees and agents who require access to your personal information in order to fulfill their job requirements will have access to your personal information.

COOKIES AND NON-IDENTIFYING INFORMATION

Trans Global Insurance Group uses both session cookies (which are automatically deleted from your computer when you close your browser session) and persistent cookies (which remain on your computer between sessions) in order to facilitate your ability to use the website efficiently and effectively. By using our website while your browser is set to accept cookies, we imply your consent to them.

If you are browsing, requesting information or quotes or shopping online, we and/or our trusted third party agents track your movement through our website and collect statistics about your navigation, such as page views and time spent on the website, using click stream data and tag software. This information about your visit to our website is then aggregated with the information about other individuals' visits. Using this non-identifying information, we strive to continually improve and enhance the online experience of all of our customers, to evaluate the success of marketing campaigns and to report on aggregated site usage. In no case is click stream data or tag software used by us to collect or store personally identifiable information.

ACCESS, CORRECTION AND CONTACTING US

Trans Global Insurance may establish and maintain a file of your personal information for the purposes described above. Subject to applicable legal restrictions, you may request to have access to the file containing your personal information and the correction of your personal information by writing to the address below. We may take reasonable steps to verify your identity before granting access or making corrections. In addition, if you wish to make inquiries or complaints, obtain information on how to access and rectify the files held by personal information agents we consulted or have other concerns about our personal information practices (including our use of service providers located outside of Canada), you may write to the address below.

Please include your name, address, telephone number and email address whenever you contact us, including by email. This helps us handle your request correctly.

Trans Global Insurance Group Suite 275, 16930-114 Avenue Edmonton, Alberta, T5M 3S2 Attention: Chief Privacy Officer

If, at any time, you have any queries about this Privacy Policy or any questions or concerns about your personal information that we hold, please contact us at:

Trans Global Insurance Group Suite 275, 16930-114 Avenue Edmonton, Alberta, T5M 3S2 Attention: Chief Privacy Officer

Phone: **1-844-930-6022** (toll free)

1-866-508-7766 (toll free)

Fax: 1-844-930-6021
Email: [HYPERLINK "mailto:info@transglobalinsurance.ca" \h]

Our Chief Privacy Officer, or an appropriate delegate, will review your communication and, if necessary, respond to you directly.

PRIVACY STATEMENT CHANGES

This Privacy Statement may be revised from time to time. If we intend to use or disclose personal information for purposes materially different than those described in this statement, we will make reasonable efforts to notify affected individuals, if necessary, including by revising this Privacy Statement. If you are concerned about how your personal information is used, you should contact us as described above to obtain a current copy of this statement. We urge you to request and review this Privacy Statement frequently to obtain the current version. Your continued provision of Personal Information or use of our products or services following any changes to this Privacy Statement constitutes your acceptance of any such change.

SCHEDULE H

TERRITORIES

At the time of the launch of the program, the program will be offered in the following jurisdictions:

All Canadian Provinces and Territories except the Province of Quebec.

The parties may agree to add the Province of Quebec by mutual agreement in writing.

Confidential CURO_0001213

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CURO Group Holdings Corp., *et al.*,	)	Case No. 24-90165 (MI)
Debtors.[1]	)	(Jointly Administered)

ORDER GRANTING DEBTORS' EMERGENCY MOTION TO ESTIMATE UNLIQUIDATED CLAIM OF OF LEON'S FURNITURE LIMITED, TRANS GLOBAL INSURANCE COMPANY, AND TRANS GLOBAL LIFE INSURANCE COMPANY

Upon the motion (the "Motion")[2] of the Debtors for entry of an order (this "Order") estimating the value of the unliquidated claim (the "TGI Claim") of Leon's Furniture Limited ("LFL"), Trans Global Insurance Company and Trans Global Life Insurance Company (together, "TGI") for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan, as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found

[1] A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at https://dm.epiq11.com/Curo. The location of the Debtors' service address for purposes of these chapter 11 cases is 101 N. Main Street, Suite 600, Greenville, SC 29601.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing (if any) establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The TGI Claim is estimated at a value of no greater than $3.64 million for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan.

2. The TGI Claim estimation is without prejudice to the rights, defenses, and objections of the Debtors, TGI, and LFL to the merits of the TGI Claim. The TGI Claim estimation does not constitute an admission regarding liability or validity of the TGI Claim, or recognition of actual amounts owed. The TGI Claim estimation is solely for the purposes of the Combined Hearing and confirmation of the Debtors' proposed Plan.

3. Epiq Corporate Restrucutring, LLC ("Epiq") as the Debtors' claims, noticing, and solicitation agent in these Chapter 11 Cases, is authorized and directed to update the claims register maintained in these Chapter 11 Cases to reflect the relief granted in this Order.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order

granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to Bankruptcy Code section 365; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or to seek avoidance of all such liens.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon entry.

6. The Debtors and Epiq are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Houston, Texas
Dated: ____________, 2024

____

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Court File No. CV-24-00717178-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT

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Lawyers for the Foreign Representative

TAB 3

Court File No. CV-24-00717178-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 17th
JUSTICE OSBORNE	)	DAY OF MAY, 2024

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

ORDER
(RECOGNITION OF FOREIGN ORDERS AND TERMINATION OF CANADIAN RECOGNITION PROCEEDINGS)

THIS MOTION, made pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") by CURO Group Holdings Corp. ("**CURO Parent**"), in its capacity as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the proceedings commenced by CURO Parent and certain of its affiliated debtors on March 25, 2024, in the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (the "**Foreign Proceeding**"), for an Order pursuant to section 49 of the CCAA, among other things, recognizing and giving full force and effect in all provinces and territories of Canada to certain orders of the U.S. Bankruptcy Court was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the Fourth Affidavit of Douglas D. Clark sworn May 13, 2024 (the "**Fourth Clark Affidavit**"), the Affidavit of Alec Hoy sworn May ●, 2024, and the Third Report of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as the information officer (in such capacity, the "**Information Officer**"), dated May ●, 2024 (the "**Third Report**"), each filed,

and upon hearing the submissions of counsel for the Foreign Representative, counsel for the Information Officer, and counsel for the other parties appearing on the participant information form, no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn May ●, 2024, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meaning given to them in the Fourth Clark Affidavit or the Joint Prepackaged Plan of Reorganization of CURO Group Holdings Corp. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (as may be amended, supplemented, or otherwise modified from time to time, the "**Plan**").

RECOGNITION OF FOREIGN ORDERS

3. **THIS COURT ORDERS** that the following orders of the U.S. Bankruptcy Court made in the Foreign Proceeding, copies of which are attached hereto as Schedules "A" to "C" (the "**Foreign Orders**"), are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA:

(a) *Order Approving the Debtors' Disclosure Statement For, and Confirming, the Joint Prepackaged Plan of CURO Group Holdings Corp. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the "**Combined Order**")*;* a copy of which is attached hereto as **Schedule "A"**,

(b) *Order Granting Debtors' Emergency Motion to Estimate Unliquidated Claim of Leon's Furniture Limited, Trans Global Insurance Company, and Trans Global Life Insurance Company*, a copy of which is attached hereto as **Schedule "B"** and

(c) *[Second Interim Order (I) Authorizing the Debtors to (A) Continue to Operate Their Cash Management System and Maintain Existing Bank Accounts, (B) Maintain*

Existing Business Forms and (C) Perform Intercompany Transactions; and (II) Granting Related Relief], a copy of which is attached hereto as **Schedule "C"**,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings (the "**Canadian Recognition Proceedings**"), the Orders of this Court shall govern with respect to the Property (as defined in this Court's Supplemental Order (Foreign Main Proceeding) dated March 26, 2024 (the "**Supplemental Order**")) in Canada.

IMPLEMENTATION OF THE PLAN

4. **THIS COURT ORDERS** that the Foreign Representative and the Canadian Debtors are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to enter into or implement the Plan and the transactions contemplated thereby in accordance with and subject to the terms of the Plan, and to enter into, execute, deliver, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Plan.

5. **THIS COURT ORDERS** that as of the Effective Date, the Plan, including all compromises, arrangements, transfers, transactions, releases, discharges and injunctions provided for in the Plan and the Combined Order, as applicable, are hereby sanctioned, approved, recognized and given full force and effect in all provinces and territories of Canada and shall be binding and effective upon all known and unknown holders of Claims and Interests and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns, in accordance with and subject to the terms of this Order, the Plan and the Combined Order. For greater certainty nothing herein shall release or affect any rights or obligations under the Plan or the Combined Order.

6. **THIS COURT ORDERS** that from and after the Effective Date, including, for certainty, following the termination of these Canadian Recognition Proceedings, the Debtors and the Reorganized Debtors shall be authorized but not required to take all such steps and actions, and to execute and deliver all such additional documents, as may be necessary or desirable to implement the Plan in Canada, in each case in accordance with the Plan and the Combined Order.

APPROVAL OF FEES AND ACTIVITIES

7. **THIS COURT ORDERS** that the Pre-Filing Report of the Proposed Information Officer dated March 26, 2024, the First Report of the Information Officer dated April 3, 2024, the Second Report of the Information Officer dated April 22, 2024, the Third Report, and the activities of the Information Officer referred to therein be and are hereby approved; provided, however, that only the Information Officer, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

8. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and counsel to the Information Officer, Bennett Jones LLP ("**Bennett Jones**"), as set out in the Third Report and the fee affidavits attached thereto, be and are hereby approved.

9. **THIS COURT ORDERS** that the fees and disbursements of the Information Officer and Bennett Jones, respectively, as estimated in the Third Report, that have been or will be incurred in the performance of the duties of the Information Officer up to the date of the filing of the Termination Certificate (as defined below) (the "**Discharge Date**") and the incidental duties that may be required to complete the administration of these Canadian Recognition Proceedings following the Discharge Date are hereby authorized and approved for the Information Officer and Bennett Jones up to a maximum of C$●, plus any applicable taxes and disbursements in the aggregate. In the event the aggregate fees of the Information Officer and Bennett Jones exceed such amount, the Canadian Debtors may elect to pay such additional amounts, plus any applicable taxes and disbursements, without further application to this Court for approval of such fees.

TERMINATION OF CANADIAN RECOGNITION PROCEEDINGS

10. **THIS COURT ORDERS** that upon service on the service list in these Canadian Recognition Proceedings by the Information Officer of an executed certificate substantially in the form attached hereto as **Schedule "D"** (the "**Termination Certificate**"), certifying that (a) the Information Officer has been advised by the Foreign Representative that the Effective Date has occurred; and (b) to the knowledge of the Information Officer, all matters to be attended to in connection with these Canadian Recognition Proceedings have been completed, these Canadian Recognition Proceedings shall be terminated without any other act or formality (the "**CCAA Termination Time**"); provided that nothing herein impacts the validity of any Orders made in

these Canadian Recognition Proceedings or any actions or steps taken by any person in connection therewith.

11. **THIS COURT ORDERS** that the Information Officer may rely on written notice (which, for greater certainty, may be provided by way of email) from the Foreign Representative or its counsel, advising that the conditions to the Effective Date have been satisfied or waived and the Information Officer shall incur no liability with respect to the delivery or filing of the Termination Certificate, save and except for any gross negligence or willful misconduct on its part.

12. **THIS COURT ORDERS** that the Information Officer be and is hereby authorized to file (including, if applicable, by electronic means) the Termination Certificate with this Court as soon as practicable following service thereof in accordance with paragraph 11 herein.

13. **THIS COURT ORDERS** that the Administration Charge, the D&O Charge and the Securitization Charges (each as defined in the Supplemental Order and as amended from time to time), shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

14. **THIS COURT ORDERS** that effective at the CCAA Termination Time, FTI shall be discharged as the Information Officer in these Canadian Recognition Proceedings and shall have no further duties, obligations or responsibilities as Information Officer from and after the CCAA Termination Time; provided that notwithstanding its discharge, the Information Officer shall (i) have the authority to carry out or perform such incidental duties as may be required to complete the administration of these Canadian Recognition Proceedings and (ii) continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections and stays of proceedings in favour of the Information Officer.

15. **THIS COURT ORDERS AND DECLARES** effective at the CCAA Termination Time, FTI, Bennett Jones, and Cassels Brock & Blackwell LLP ("**Cassels**") shall each be (i) deemed to have satisfied all of its duties and obligations pursuant to all Orders made in these Canadian Recognition Proceedings and (ii) released and discharged from any and all liability that FTI, Bennett Jones, or Cassels (each, a "**Released Party**") now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of FTI while acting in its capacity as Information Officer, Bennett Jones while acting in its capacity as counsel to the Information Officer, or Cassels while acting in its capacity as counsel to the Foreign Representative or the

Canadian Debtors, save and except for any gross negligence or willful misconduct on the applicable Released Party's part. Without limiting the generality of the foregoing, upon the e-filing of the Termination Certificate, FTI, Bennett Jones, and Cassels shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, within the Canadian Recognition Proceedings, save and except for any gross negligence or willful misconduct on the applicable Released Party's part (collectively, the "**Released Claims**").

16. **THIS COURT ORDERS** that no action or other proceedings shall be commenced against the Information Officer, FTI, Bennett Jones or Cassels in any way arising from or related to the Released Claims except with prior leave of this Court and on prior written notice to the applicable Released Party.

GENERAL

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Canadian Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Canadian Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Canadian Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of the Canadian Debtors, the Foreign Representative and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. on the date of this Order without the need for entry or filing of this Order.

____

The Honourable Justice Osborne

Schedule “A”

Schedule “B”

Schedule “C”

Schedule "D"

FORM OF INFORMATION OFFICER'S TERMINATION CERTIFICATE

Court File No. CV-24-00717178-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF CURO CANADA CORP. AND LENDDIRECT CORP.

APPLICATION OF CURO GROUP HOLDINGS CORP. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

TERMINATION CERTIFICATE

A. Pursuant to the Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 26, 2024, FTI Consulting Canada Inc. was appointed as information officer (in such capacity, the "**Information Officer**") in the proceedings (the "**Canadian Recognition Proceedings**") commenced by CURO Group Holdings Corp. ("**CURO Parent**") as the foreign representative (the "**Foreign Representative**") of CURO Parent and its debtor affiliates under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

B. Pursuant to an Order of the Court dated May ●, 2024 (the "**Third Recognition Order**"), made in the Canadian Recognition Proceedings, the Court, among other things, (a) recognized the Combined Order and (b) provided for the termination of these Canadian Recognition Proceedings upon the filing of this certificate (the "**Termination Certificate**") with the Court.

C. Unless otherwise indicated herein, capitalized terms used herein have the meanings set out in the Third Recognition Order.

THE INFORMATION OFFICER CERTIFIES that:

1. The Information Officer has been advised by the Foreign Representative (or its counsel) that the Effective Date has occurred.

2. To the knowledge of the Information Officer, all matters to be attended to in connection with these Canadian Recognition Proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time has occurred.

DATED at Toronto, Ontario this ____ day of _________, 2024

FTI Consulting Canada Inc., solely in its capacity as Information Officer, and not in its personal capacity

Per: ___________________________

Name:

Title:

Court File No. CV-24-00717178-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Recognition of Foreign Orders and Termination of Canadian Recognition Proceedings)

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Lawyers for the Foreign Representative

Court File No. CV-24-00717178-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

MOTION RECORD

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