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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 24th
JUSTICE OSBORNE	)	DAY OF APRIL, 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)

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 substantially in the form enclosed in the Motion Record of the Foreign Representative, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Notice of Motion, the Third Affidavit of Douglas D. Clark sworn April 18, 2024 (the "**Third Clark Affidavit**"), the Affidavit of Alec Hoy sworn April 19, 2024, and the Second Report of FTI Consulting Canada Inc., in its capacity as the information officer (in such capacity, the "**Information Officer**"), dated April 22, 2024, 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 April 18, 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 Third Clark Affidavit.

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) *Final Order (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 and (III) Granting Related Relief* (the "**Final Securitization Order**");

(b) *Final Order (I) Authorizing Certain Debtors to Enter into Amendments to the Securitization Transaction Documents and (II) Granting Related Relief*; and

(c) *Final Order (I) Authorizing the Debtors to Pay Certain Critical Vendor Claims and (II) Granting Related Relief*,

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 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.

AMENDMENTS TO SUPPLEMENTAL ORDER

4. **THIS COURT ORDERS** that paragraph 23 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

23. **THIS COURT ORDERS** that any defined term used in this section which is not otherwise defined in this Order shall have the meaning ascribed to such term in the **Final Securitization Order (as defined in the Order (Recognition of Foreign Orders) made in the within proceedings dated April 24, 2024).**

5. **THIS COURT ORDERS** that paragraph 24 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

24. **THIS COURT ORDERS** that the Collateral Agent under the Canada I Securitization Transaction Documents (as defined below), for and on behalf of the parties identified in the Interim Securitization Order **and the Final Securitization Order**, is entitled to the benefit of and is hereby granted a charge on the Property (the "**Canada I Securitization Charge**"), as security for the obligations of the Canadian Debtors (collectively, the "**Canada I Securitization Obligations**") pursuant to the applicable Securitization Transaction Documents**, the Final Securitization Order** and the Interim Securitization Order (collectively, the "**Canada I Securitization Transaction Documents**"), which Canada I Securitization Charge shall be consistent with the liens, charges and security interests created by or set forth in the Interim Securitization Order **and the Final Securitization Order**, and provided that, the Canada I Securitization Charge shall have the priorities set out in paragraphs 27 and 29 hereof.

6. **THIS COURT ORDERS** that paragraph 25 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

25. **THIS COURT ORDERS** that the Collateral Agent under the Canada II Securitization Transaction Documents (as defined below), for and on behalf of the parties identified in the Interim Securitization Order **and the Final Securitization Order**, is entitled to the benefit of and is hereby granted a charge on the Property (the "**Canada II Securitization Charge**" and together with the Canada I Securitization Charge, the "**Canada Securitization Charges**"), as security for the obligations of the Canadian Debtors (collectively, the "**Canada II Securitization Obligations**" and together with the Canada I Securitization Obligations, the "**Canada Securitization Obligations**") pursuant to the applicable Securitization Transaction Documents**, the Final Securitization Order** and the Interim Securitization Order (collectively, the "**Canada II Securitization Transaction Documents**" and together with the Canada I

Securitization Transaction Documents, the "**Canada Securitization Documents**"), which Canada II Securitization Charge shall be consistent with the liens, charges and security interests created by or set forth in the Interim Securitization Order **and the Final Securitization Order**, and provided that, the Canada II Securitization Charge shall have the priorities set out in paragraphs 27 and 29 hereof.

7. **THIS COURT ORDERS** that subparagraph 26(a) to (d) of the Supplemental Order are hereby amended from and after the date of this Order as follows:

26. **THIS COURT ORDERS** that:

(a) notwithstanding paragraph 5 of the Initial Recognition Order, pursuant to the terms of **paragraphs** 6 of the Interim Securitization Order **and the Final Securitization Order**, the Canadian Debtors are authorized and directed to deliver the Canada Securitization Transaction Documents and to perform their respective obligations thereunder, including to sell and transfer loan receivables and related rights and interests to Canada SPV I and Canada SPV II (together, the "**Canada SPVs**"), as applicable, without recourse (except to the extent provided in the applicable Purchase Agreement and the other Canada Securitization Transaction Documents, as applicable);

(b) pursuant to the terms of **paragraphs** 6 of the Interim Securitization Order **and the Final Securitization Order**, any and all sales and transfers of loan receivables and related rights and interests by any Canadian Debtor to the Canada SPVs pursuant to and in accordance with the Canada Securitization Transaction Documents, as applicable, shall be sold and transferred, and shall be deemed to have been sold and transferred, free and clear of and from any and all claims and Encumbrances (as hereinafter defined), whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

(c) notwithstanding paragraph 4 of the Initial Recognition Order and paragraphs 6 to 9 of this Order, upon the occurrence and continuation of an Event of Default under any of the Canada Securitization Transaction Documents, the Canada I Administrative Agent or the Canada II Administrative Agent, as applicable, and applicable Collateral Agent shall be entitled to exercise any rights and remedies to the extent permitted pursuant to **paragraphs** 21 of the Interim Securitization

Order **and the Final Securitization Order**; provided that, the Foreign Representative and/or Canadian Debtors may seek an emergency attendance before this Court during the Agent Remedies Notice Period;

(d) pursuant to the terms of **paragraphs** 3 and 6 of the Interim Securitization Order **and the Final Securitization Order**, neither those loan receivables and related rights and interests that have been sold pursuant to the Canada Securitization Documents (the "**Receivables**") nor proceeds thereof shall constitute Property, notwithstanding any intentional or inadvertent deposit of any proceeds of the Receivables in bank accounts owned or controlled by any of the Canadian Debtors or their affiliates, and any payments on account of Receivables or other Collateral (as defined in the applicable Credit Agreement) coming into the possession or control of any Canadian Debtor shall be held in trust for the benefit of the applicable Canada Administrative Agent, Canada Lenders and other Secured Parties under and in accordance with the applicable Credit Agreement; and

8. **THIS COURT ORDERS** that paragraph 27 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

27. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Canada Securitization Charges and the D&O Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of USD$1,000,000);

Second – Canada Securitization Charges (in an amount consistent with the Interim Securitization Order **and the Final Securitization Order**) on a *pari passu* basis; and

Third – D&O Charge (to the maximum amount of $11,100,000).

9. **THIS COURT ORDERS** that paragraph 29 of the Supplemental Order is hereby amended from and after the date of this Order as follows:

29. **THIS COURT ORDERS** that each of the Charges (as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances,

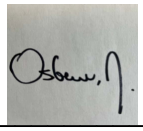
and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person; *provided however* that the Canada Securitization Charges shall attach only to the Property identified in the Interim Securitization Order **and the Final Securitization Order**.

GENERAL

10. **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.

11. **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.

12. **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.



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The Honourable Justice Osborne

Schedule “A”
Final Securitization 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)**
	§	**(Jointly Administered)**
Debtors. [1]	§	**Re: Docket No. 53**

FINAL ORDER (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 AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] filed by the above-referenced debtors and debtors in possession (collectively, the "Debtors") for entry of the Interim Order (as defined below) and a final order (this "Final Order") pursuant to Bankruptcy Code sections 105, 362, 363, 364, 365, 503(b), 506, 507(b), 1107, and 1108, Bankruptcy Rules 6003 and 6004, and Bankruptcy Local Rule 9013-1(b), seeking, among other things:

i. in connection with the Debtors' existing loan receivables securitization programs (collectively, the "Securitization Facilities," each individually, a "Securitization Facility"), relating to non-Debtors, First Heritage Financing I, LLC ("First Heritage Financing"), Heights Financing I, LLC ("Heights Financing I"), Heights Financing II LLC ("Heights Financing II," collectively with First Heritage Financing and Heights Financing I, the "US Purchasers"), CURO Canada Receivables Limited Partnership ("Canada SPV I"), CURO Canada Receivables II Limited Partnership ("Canada SPV II," collectively with Canada SPV I, the "Canada Purchasers," and, Canada Purchasers collectively with US Purchasers, the "Non-Debtor Purchasers") authorization for the applicable Debtors to enter into and/or otherwise perform (and continue to perform) under all amendments, restatements, supplements,

[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 shall have the meanings set forth in the Motion, the Restructuring Support Agreement or the Securitization Transaction Documents (as defined herein), as applicable.

instruments and agreements entered into in connection with the Securitization Facilities (collectively, the "Securitization Transaction Documents"), which include, but are not limited to, the following agreements:

(a) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Purchase Agreement") by and among First Heritage Credit, LLC ("First Heritage") as the direct or indirect owner of the First Heritage Originators (as defined herein), the originator parties thereto (such originators, the "First Heritage Originators"),[3] as transferors, First Heritage Financing, as transferee, and Wilmington Trust, National Association ("Wilmington Trust") solely in its capacity as loan trustee for the benefit of First Heritage Financing (the "First Heritage Loan Trustee");

(b) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Assignment Agreement") by and among First Heritage Originators, as transferors, First Heritage Financing, as transferee, and First Heritage Loan Trustee, as transferee solely with respect to legal title;

(c) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Credit Agreement") by and between First Heritage Financing, as borrower (the "First Heritage Borrower"), First Heritage, as servicer (in such role, the "First Heritage Servicer"), the subservicer parties thereto, the lenders from time to time parties party thereto (the "First Heritage Lenders"), Computershare Trust Company, National Association ("Computershare") as paying agent, image file custodian, and collateral agent, Atlas Securitized Products Holdings, L.P. ("Atlas") as successor to Credit Suisse AG, New York Branch ("Credit Suisse"), as structuring and syndication agent (in such role, the "First Heritage Structuring and Syndication Agent") and as administrative agent (in such role, the "First Heritage Administrative Agent"), Systems & Services Technologies, Inc. ("S&S"), as backup servicer, and the First Heritage Loan Trustee;

(d) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Trust Agreement") by and between First Heritage Financing, as borrower, and First Heritage Loan Trustee;

(e) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Limited Guaranty") by and between CURO Group Holdings Corp. ("CURO"), as

[3] "First Heritage Originators" means the following Debtors: 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 and First Heritage Credit of Tennessee, LLC.

guarantor (in such role, the "First Heritage Guarantor") and First Heritage Administrative Agent;

(f) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the "First Heritage Fee Letter") among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;

(g) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Purchase Agreement") by and among the originator parties thereto (such originators, the "Heights Originators"),[4] as transferors, SouthernCo, Inc. ("SouthernCo") as the direct or indirect owner of the Heights Originators, Heights Financing I, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing I (the "Heights I Loan Trustee");

(h) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Assignment Agreement") by and among Heights Originators, as transferors, Heights Financing I, as transferee, and Heights I Loan Trustee, as transferee solely with respect to legal title;

(i) that certain *Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Credit Agreement") by and between Heights Financing I, as borrower, SouthernCo, as servicer (in such role as servicer, the "Heights I Servicer"), the subservicers party thereto, the lenders from time to time parties thereto (the "Heights I Lenders"), and agents for the Lender Groups (as defined therein) from time to time parties thereto, Computershare, as paying agent, image file custodian and collateral agent, Heights I Loan Trustee, Atlas as successor to Credit Suisse, as the Structuring and Syndication Agent (in such role, the "Heights I Structuring and Syndication Agent"), Atlas as successor to Credit Suisse, as administrative agent (in such role as administrative agent, the "Heights I Administrative Agent"), and S&S, as backup servicer;

(j) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Trust Agreement"), by and between Heights Financing I, as borrower, and the Heights I Loan Trustee;

(k) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Limited Guaranty")

[4] "Heights Originators" means the following Debtors: 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) and Heights Finance Corporation (a Tennessee corporation) (collectively, with First Heritage Originators, the "US Originators").

by and between CURO, as guarantor (in such role, the "Heights I Guarantor") and the Heights I Administrative Agent;

(l) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights I Fee Letter") among Atlas as successor to Credit Suisse, ACM AIF Evergreen P2 DAC Subco LP, Atalaya A4 Pool 1 LP and Atalaya A4 Pool 1 (Cayman) LP;

(m) that certain *Purchase Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II Purchase Agreement," collectively with First Heritage Purchase Agreement and Heights I Purchase Agreement, the "US Purchase Agreements") by and among Heights Originators, as transferors, SouthernCo, as the direct or indirect owner of Heights Originators, Heights Financing II, as transferee, and Wilmington Trust, solely in its capacity as loan trustee for the benefit of Heights Financing II (the "Heights II Loan Trustee");

(n) that certain *Assignment Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II Assignment Agreement") by and among Heights Originators, as transferors, and Heights Financing II, as transferee, and Heights II Loan Trustee, as transferee solely with respect to legal title;

(o) that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II Credit Agreement," collectively with First Heritage Credit Agreement and Heights I Credit Agreement, the "US Credit Agreements") by and between Heights Financing II, as borrower, SouthernCo, as servicer (in such role as servicer, the "Heights II Servicer," collectively with First Heritage Servicer and Heights I Servicer, the "US Servicers"), the subservicers party thereto identified in Schedule H thereto, the lenders from time to time party thereto (the "Heights II Lenders," collectively with First Heritage Lenders and Heights I Lenders, the "US Lenders"), S&S, as backup servicer and image file custodian, Heights II Loan Trustee, Midtown Madison Management, LLC ("Midtown"), as structuring and syndication agent (in such role, the "Heights II Structuring and Syndication Agent," collectively with First Heritage Structuring and Syndication Agent and Heights I Structuring and Syndication Agent, the "US Structuring and Syndication Agents"), Midtown as paying agent and collateral agent and Midtown as administrative agent (in such role as administrative agent, the "Heights II Administrative Agent," collectively with First Heritage Administrative Agent and Heights I Administrative Agent, the "US Administrative Agents");

(p) that certain *Borrower Loan Trust Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II

Trust Agreement") by and between Heights Financing II, as borrower, and Heights II Loan Trustee;

(q) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II Limited Guaranty," collectively with First Heritage Limited Guaranty and Heights I Limited Guaranty, the "US Guaranties") by and between CURO, as guarantor (in such role, the "Heights II Guarantor" collectively with First Heritage Guarantor and Heights I Guarantor, the "US Guarantors") and Heights II Administrative Agent;

(r) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the "Heights II Fee Letter," collectively with First Heritage Fee Letter and Heights I Fee Letter, the "US Fee Letters");

(s) that certain *Second Amended and Restated Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I Purchase Agreement") by and among CURO Canada Corp. ("CURO Canada") and LendDirect Corp. ("LendDirect") as sellers (in the role as sellers, the "Canada I Originators") and as servicers (in the role as servicers, the "Canada I Servicers"), and Canada SPV I, as transferee;

(t) that certain *Second Amended and Restated Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I Credit Agreement") by and between Canada SPV I, by its general partner, CURO Canada Receivables GP Inc. ("Canada I General Partner"), as borrower, WF Marlie 2018-1, Ltd. ("WF Marlie") as lender and the other lenders from time to time party thereto (with WF Marlie, the "Canada I Lenders") and Waterfall Asset Management, LLC ("Waterfall") as administrative agent (in such role as administrative agent, the "Canada I Administrative Agent");[5]

(u) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I GSA") by and among Canada SPV I, and non-Debtor Canada I General Partner as debtors (collectively the "Canada I GSA Debtors"), and Canada I Administrative Agent;

[5] Subsequent to the entry of the Interim Order, certain amendments to the Canada I Credit Agreement and related documents were entered into by certain Debtors and Canada SPV I which were approved by the Court pursuant to the *Interim Order (I) Authorizing Certain Debtors to Enter into Amendment Documents and (II) Granting Related Relief* [Docket No. 150] (the "Amendment Order"). Pursuant to the Amendment Order, the Canada I Amendment Documents (as defined in the Amendment Order) were deemed the operative Securitization Transaction Documents with respect to such Securitization Facility under the Interim Order and this Final Order.

(v) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I SSA") by and between Canada SPV I, as purchaser, and Canada I Originators;

(w) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I BU Agreement") by and between Canada SPV I, Canada I Administrative Agent, Curo Canada, f/k/a Cash Money Cheque Cashing Inc. and LendDirect as servicers, and S&S as back-up servicer and verification agent;

(x) that certain *Second Amended and Restated Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I Limited Guaranty") by and between CURO, as guarantor (the "Canada I Guarantor"), Canada I Originators, Canada I Servicers, Canada SPV I, Canada I Lenders and Canada I Administrative Agent;

(y) that certain *Fee Letter* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada I Fee Letter") among Canada SPV I, CURO, WF Marlie and Canada I Administrative Agent;

(z) that certain *Sale and Servicing Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Purchase Agreement," collectively with Canada I Purchase Agreement, the "Canadian Purchase Agreements," Canadian Purchase Agreements collectively with US Purchase Agreements, the "Purchase Agreements") by and among CURO Canada and LendDirect as sellers (in the role as sellers, the "Canada II Originators," collectively with Canada I Originators, the "Canada Originators," Canada Originators collectively with US Originators, the "Originators") and as servicers (in the role as servicers, the "Canada II Servicers," collectively with Canada I Servicers, the "Canada Servicers," Canada Servicers collectively with US Servicers, the "Servicers"), and Canada SPV II, as transferee;

(aa) that certain *Asset-Backed Revolving Credit Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Credit Agreement," collectively with Canada I Credit Agreement, the "Canada Credit Agreements," Canada Credit Agreements collectively with US Credit Agreements, the "Credit Agreements") by and between Canada SPV II, by its general partner, CURO Canada Receivables II GP Inc. (the "Canada II General Partner"), as borrower, the lenders from time to time party thereto (the "Canada II Lenders," collectively with Canada I Lenders, the "Canada Lenders," Canada Lenders with US Lenders, the "Lenders"), Midtown as administrative agent (in such role as administrative agent, the "Canada II Administrative Agent," collectively with Canada I Administrative Agent, the "Canada Administrative Agents,"

Canada Administrative Agents collectively with US Administrative Agents, the "Agents");

(bb) that certain *General Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II GSA") by and among Canada SPV II, and non-Debtor Canada II General Partner as debtors (collectively the "Canada II GSA Debtors"), and Canada II Administrative Agent;

(cc) that certain *Pledge Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Pledge") by and among CURO Canada and LendDirect as pledgors (in such role, the "Canada II Pledgors"), and Canada II Administrative Agent;

(dd) that certain *Seller Security Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II SSA") by and between Canada SPV II, as purchaser, and Canada II Originators;

(ee) that certain *Back-up Servicing and Verification Agency Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II BU Agreement") by and between Canada SPV II, Canada II Administrative Agent, Canada II Servicers, and S&S as back-up servicer and verification agent;

(ff) that certain *Limited Guaranty* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Limited Guaranty") by and between CURO, as guarantor (in such role, the "Canada II Guarantor," collectively with Canada I Guarantor, the "Canada Guarantors") and Canada II Administrative Agent;

(gg) that certain *Limited Guarantee* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Partners Limited Guarantee") by and between CURO Canada, LendDirect and Canada II GP as guarantors (in such role, the "Canada II Partner Guarantors," collectively with US Guarantors and Canada Guarantors, the "Guarantors") and Canada II Administrative Agent;

(hh) that certain Fee Letter (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II Fee Letter" with the U.S. Fee Letters and the Canada I Fee Letter, collectively, the "Fee Letters") among Canada SPV II, CURO, and Canada II Administrative Agent;

(ii) that certain *Intercreditor Agreement* (as amended, restated, supplemented or otherwise modified from time to time, the "Canada II IC") by and among the Atalaya Lenders (as defined therein), Canada II Administrative Agent, Canada SPV II, Canada II General Partner, WF Marlie, Canada I Administrative Agent, Canada SPV I, CURO Canada and LendDirect;

(jj) each of the other Basic Documents or Transaction Documents (as defined in the Securitization Transaction Documents), as applicable, to which the applicable Debtors are parties;

ii. authorization for the Securitization Facilities Debtors (as defined below) to continue the Securitization Facilities, subject to the terms of the Interim Order and this Final Order, in the ordinary course of business, including, without limitation, authorizing:

(a) the Originators to continue selling, pursuant to the respective Purchase Agreements free and clear of any and all liens, claims, charges, interests or encumbrances, certain loan receivables and related rights and interests (the "Receivables") to the respective Non-Debtor Purchasers, in accordance with and pursuant to the respective Purchase Agreements;

(b) the Servicers to continue servicing and collecting the Receivables pursuant to the respective Purchase Agreements and the respective Credit Agreements; and

(c) the Guarantors to continue guaranteeing, pursuant to the respective Guaranties, the obligations of the Originators and the Servicers under the Securitization Transaction Documents to which they are a party (Servicers, Originators and Guarantors are referred to herein collectively as the "Securitization Facilities Debtors");

iii. authorization for the Securitization Facilities Debtors to cause and direct each of the respective Non-Debtor Purchasers to perform or continue to perform under each of the Securitization Transaction Documents to which such Non-Debtor Purchaser is a party;

iv. authorization for the Securitization Facilities Debtors to further amend the Securitization Transaction Documents, on a postpetition basis, as necessary and appropriate, and as agreed to by the respective Agent for each Securitization Facility on behalf of such Agent's respective Lenders, and to perform their obligations thereunder, subject to the terms of the Interim Order and this Final Order;

v. authorization for the Securitization Facilities Debtors, as applicable, to assume, and approval of the assumption of, the Securitization Transaction Documents to which they are a party;

vi. pursuant to Bankruptcy Code section 364(c)(1), a grant to the respective Non-Debtor Purchasers, and the respective Agents, priority in payment, with respect to the obligations of the respective Securitization Facilities Debtors under the applicable Securitization Transaction Documents, over any and all administrative expenses of the kinds specified in Bankruptcy Code sections 503(b) and 507(b), other than with respect to (a) the DIP Superpriority Claims (as defined in the DIP Orders) (which shall be *pari passu* with the Superpriority Claims granted under the

Interim Order and hereunder) and (b)(i) the Carve Out[6] (which, notwithstanding any provision herein or in the Securitization Transaction Documents to the contrary, shall be senior in priority in all respects to the Superpriority Claims and the Liens granted under the Interim Order and hereunder) and (ii) the Administration Charge against the Canadian Debtors' property granted by the Canadian Court (the "Administration Charge"), each with respect to the applicable Debtors and without duplication;

vii. pursuant to Bankruptcy Code section 364, the grant of Liens (as defined below) in favor of the respective collateral or administrative agents under the respective Securitization Transaction Documents (each a "Collateral Agent" and collectively, the "Collateral Agents"), to the extent any transfer of the Receivables is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale;

viii. pursuant to Bankruptcy Code section 362, modification of the automatic stay to permit the enforcement of remedies under the Securitization Transaction Documents; and

ix. that a final hearing to consider the relief requested in the Motion on a final basis (the "Final Hearing") be scheduled and held within twenty-eight (28) days of entry of the Interim Order and that notice procedures in respect of the Final Hearing be established by this Court to consider entry of this Final Order authorizing, on a final basis, among other things, the relief granted herein.

all as more fully set forth in the Motion and upon 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"); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court 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 due and proper notice of the Motion and opportunity for a hearing on the Motion

[6] "Carve Out" has the meaning set forth in the interim and final orders approving 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 of Cash Collateral, (IV) Modifying the Automatic Stay and (V) Scheduling a Final Hearing* (as may be amended, restated, or otherwise modified from time to time, collectively, the "DIP Orders", and the motion, the "DIP Motion").

having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion, the First Day Declaration, and the Oppenheimer Declaration; and this Court having held an interim hearing on March 25, 2024 and entered the *Interim Order (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* [Docket No. 64] (the "Interim Order"); and this Court having held a hearing on April 19, 2024 to consider entry of this Final Order; and this Court having found that the relief requested in the Motion is essential for the continued operation of the Debtors' business and necessary to avoid irreparable harm to the Debtors and their estates; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors and their respective estates, creditors, and other parties in interest; and this Court having found that proper and adequate notice of the Motion and hearing thereon has been given under the circumstances and that no other or further notice is necessary; and this Court having found that good and sufficient cause exists for the granting of the relief requested in the Motion after having given due deliberation upon the Motion and all of the proceedings had before this Court in connection with the Motion, it is **HEREBY ORDERED THAT**:

1. The Motion is **GRANTED** on a final basis as set forth herein.

2. Any objections to the Motion with respect to entry of this Final Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled.

3. *Debtors' Stipulations*.

(a) Subject to Paragraph 24 hereof, the Debtors admit, stipulate, and agree that the outstanding balances owed by the Non-Debtor Purchasers under the Securitization Facilities as of the Petition Date were (i) approximately $154,723,629.41 under the First Heritage Credit Agreement, (ii) approximately $301,022,568.62 under the Heights I Credit Agreement, (iii) approximately $135,665,560.31 million under the Heights II Credit Agreement, (iv) approximately $252 million under the Canada I Credit Agreement, and (v) approximately $80 million under the Canada II Credit Agreement.

(b) Without limiting the rights of any official committee of unsecured creditors (the "Creditors' Committee") or any other party in interest, in each case with standing and requisite authority, the Debtors permanently, immediately, and irrevocably acknowledge, represent, stipulate, and agree that the transfers of the Receivables by the Originators to the Non-Debtor Purchasers pursuant to the Purchase Agreements, whether occurring prior or subsequent to the Petition Date, constitute true sales under applicable non-bankruptcy law, were, by the Interim Order, and are hereby deemed true sales, were (with respect to transfers occurring prior to the Petition Date) or will be (with respect to transfers occurring on or after the Petition Date) for fair consideration, and are not otherwise voidable or avoidable. Upon any Originator's transfer of Receivables to any Non-Debtor Purchaser, the Receivables did (with respect to transfers occurring prior to the Petition Date) and will (with respect to transfers occurring on or after the Petition Date) become the sole property of that Non-Debtor Purchaser, and none of the Debtors, nor any creditors of the Debtors, shall retain any ownership rights, claims, liens, or interests in or to the Receivables or any proceeds thereof pursuant to Bankruptcy Code section 541, substantive consolidation, or otherwise. Neither the Receivables nor proceeds thereof shall constitute property of the

bankruptcy estate of any of the Debtors, notwithstanding any intentional or inadvertent deposit of any proceeds of the Receivables in bank accounts owned or controlled by any of the Debtors.

(c) As of the Petition Date, any limited liability company interests and all other equity interests in each Non-Debtor Purchaser are free and clear of any and all liens, claims, charges, interests or encumbrances other than any prepetition liens over the equity interests in First Heritage Financing, Heights Financing I, Heights Financing II, Canada SPV I and Canada SPV II granted to the Prepetition Secured Parties (as defined in the Final DIP Order).

4. *Release of Claims*. Subject to Paragraph 24 hereof, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their respective past, present, and future predecessors, successors, heirs, subsidiaries, and assigns, hereby (a) reaffirms the releases granted pursuant to Paragraph 4 of the Interim Order and (b) absolutely, unconditionally, and irrevocably releases and forever discharges from and acquits of any and all claims (as such term is defined in the Bankruptcy Code), counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions, and causes of action of any kind, nature, or description (whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort, or under any state or federal law or otherwise, in each case arising from or related to any acts or transactions occurring prior to the date of this Final Order) against any Non-Debtor Purchaser or with respect to any property heretofore conveyed to that Non-Debtor Purchaser, the Agents, the Structuring and Syndication Agents, the Lenders, and, with respect to each of the foregoing, their respective subsidiaries, affiliates, officers, directors, managers, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, and the respective successors and

assigns thereof (collectively, in each case solely in their capacity as such, the "Released Parties"), arising from or related to the Securitization Facilities, including any recharacterization, subordination, avoidance, or other claim arising under or pursuant to Bankruptcy Code section 105 or chapter 5 of the Bankruptcy Code or any similar provisions of applicable state or federal law; provided, however, that nothing in the Interim Order or this Final Order releases any party thereto from its contractual obligations under the Securitization Transaction Documents or in any way affects its property interests in the Receivables or the proceeds thereof.

5. *Need for Continued Access to Securitization Facilities*. Based on the record established and evidence presented at the Interim Hearing and the Final Hearing on the Motion, including the First Day Declaration and the Oppenheimer Declaration, and the representations of the parties, this Court makes the following findings:

(a) Good cause has been shown for the entry of this Final Order.

(b) The Debtors have a need for the uninterrupted continuation of the Securitization Facilities in order to support the ongoing operation of their businesses. Entry into the Securitization Transaction Documents and the continued performance of the Securitization Facilities Debtors' respective obligations under the Securitization Transaction Documents are in the best interests of the Debtors' estates and consistent with the Debtors' exercise of their fiduciary duties. If the Securitization Facilities do not continue uninterrupted, it will result in an adverse impact on the Debtors' ability to operate on a go-forward basis.

(c) The Debtors could not continue the Securitization Facilities nor, given their current situation, financing arrangements, and capital structure, could they obtain any alternative postpetition financing without the Securitization Facilities Debtors (i) granting, pursuant to Bankruptcy Code section 364(c)(1), claims having priority over any and all administrative

expenses of the kinds specified in Bankruptcy Code sections 503(b) and 507(b), other than superpriority claims against the respective Securitization Facilities Debtors for each separate Securitization Facility (x) allowed pursuant to Bankruptcy Code section 364(c)(1) as set forth in the DIP Order (the "DIP Superpriority Claims"), which claims shall be *pari passu* with the Superpriority Claims (as defined below) granted under the Interim Order and hereunder, and (y) in respect of the Carve-Out, or the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and (ii) securing, pursuant to Bankruptcy Code section 364(c), such indebtedness and obligations with security interests in and liens upon the Receivables and equity interests in the Non-Debtor Purchasers held by the respective Securitization Facilities Debtors for each separate Securitization Facility, as more fully set forth in the Motion.

(d) Each Securitization Transaction Document constitutes a valid and binding obligation of each Securitization Facilities Debtor party thereto, enforceable against each such Debtor in accordance with its terms, and each applicable Debtor's entry into each applicable Securitization Transaction Document is in the best interests of the Debtors and their estates. The terms and conditions of the Securitization Transaction Documents have been negotiated in good faith and at arm's length; the transfers made or to be made and the obligations incurred or to be incurred thereunder shall be deemed to have been made for fair or reasonably equivalent value and in good faith (and without intent of the Debtors to "hinder, delay or defraud any creditor" as those terms are used in the Bankruptcy Code); and the transactions contemplated thereunder shall be deemed to have been made in "good faith," as that term is used in Bankruptcy Code sections 363(m) and 364(e), and in express reliance upon the protections offered by Bankruptcy Code sections 363(m) and 364(e).

6. *Authorization of Amendments and Continuation of Securitization Facilities.*

(a) In furtherance of the foregoing and without further approval of this Court, the Securitization Facilities Debtors are expressly authorized and directed to execute and deliver (or to have previously executed and delivered), the Securitization Transaction Documents to which they are party and all related documents and instruments to be (or to have been) executed and delivered in connection therewith, as applicable. The Securitization Facilities Debtors are further authorized to pay all related amendment fees incurred prepetition. Upon execution and delivery of the Securitization Transaction Documents, the Securitization Transaction Documents constitute or shall constitute valid, binding, and unavoidable obligations of the Securitization Facilities Debtors, enforceable against each of them in accordance with the terms of the Securitization Transaction Documents, the Interim Order and this Final Order. No obligation, payment, transfer, or grant of security under the Securitization Transaction Documents, the Interim Order, or this Final Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or any applicable law (including, without limitation, under Bankruptcy Code sections 502(d), 548, or 549), or subject to any defense, reduction, setoff, recoupment, claim, or counterclaim.

(b) Pursuant to the Securitization Transaction Documents, (i) an Event of Default and the resulting Maturity Date (each as defined in the Credit Agreements) shall be deemed not to have occurred as a consequence of (w) the filing of these chapter 11 cases, (x) the taking of corporate or similar action by any of the Debtors to so authorize such filing, (y) the failure of any Debtor to pay any debts that are otherwise stayed as a result of these chapter 11 cases, or (z) the written admission by any Debtor of its inability to pay its debts, and (ii) certain additional Events of Default related to events in these chapter 11 cases shall be added to the applicable Securitization Transaction Documents.

(c) The Originators are expressly authorized to transfer, and shall be deemed to have transferred, free and clear of all liens, claims, encumbrances, and other interests of themselves or their respective creditors pursuant to Bankruptcy Code sections 363(b)(1) and (f), the Receivables to each Non-Debtor Purchaser, without recourse (except to the extent provided in the Purchase Agreements and the other Securitization Transaction Documents).

(d) The Securitization Facilities Debtors, as applicable, are expressly authorized and directed to:

(i) continue (and cause the Originators' wholly-owned, non-Debtor subsidiaries, the Non-Debtor Purchasers, to continue) to perform their respective obligations under the Securitization Transaction Documents; and

(ii) pursuant to Bankruptcy Code section 363(b)(1), make, execute, and deliver (and cause the Originators' wholly-owned, non-Debtor subsidiaries, the Non-Debtor Purchasers, to continue to make, execute, and deliver) all instruments and documents and perform all other acts that may be reasonably required or appropriate in connection with the Securitization Transaction Documents and the transactions contemplated thereby; it being expressly contemplated that, pursuant to the terms of the Securitization Transaction Documents and this Final Order, the Securitization Facilities Debtors shall be expressly authorized and empowered to make, execute, and deliver all instruments and documents and perform all other acts that may be reasonably required or appropriate in connection with the Securitization Transaction Documents and the transactions contemplated thereby. Moreover, transfers of Receivables under the Securitization Transaction Documents are deemed to be made in good faith, and the Non-Debtor Purchasers shall be entitled to the full benefits of Bankruptcy Code section 363(m) in connection with any transfers made pursuant to the provisions of the Securitization Transaction Documents.

All obligations of the Securitization Facilities Debtors owing to any Non-Debtor Purchaser, any Agent, any Lender, and any other Secured Party (as defined in the Credit Agreements), as applicable, under and as provided for in the Securitization Transaction Documents are collectively hereinafter referred to as the "Securitization Facilities Obligations."

(e) Upon the execution and delivery thereof, each Securitization Transaction Document constituted legal, valid, and binding obligations of the Securitization Facilities Debtors, as applicable, and is enforceable in accordance with its terms (other than, except as provided herein, in respect of the stay of enforcement arising from Bankruptcy Code section 362). Liens and security interests granted in favor of, or assigned to, any Non-Debtor Purchaser, the Agents, the Collateral Agents, and the Lenders (in each case solely in their capacity as such) and against any Securitization Facilities Debtor, pursuant to and in connection with the Securitization Transaction Documents for the specific Securitization Facility, are valid, binding, perfected, and enforceable liens and security interests in the personal property described in the applicable Securitization Transaction Document and are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or any other applicable non-bankruptcy law, except as provided herein.

(f) Any payments on account of the Receivables or other Collateral (as defined in the Credit Agreements) coming into the possession or control of any Debtor shall be held in trust for the benefit of the Agents, the Lenders, and the other Secured Parties under and in accordance with the Credit Agreements.

(g) The limited liability company interests and limited partnership interests, in each case in the Non-Debtor Purchasers, are property of the Originators' estates and subject to the protections under the automatic stay.

7. *Assumption of the Securitization Transaction Documents*. The Debtors, as applicable, assumed, as of the entry of the Interim Order, the Securitization Transaction Documents, as may be amended on a postpetition basis, and ratify and affirm their respective obligations thereunder (including the continued sale of Receivables to the Non-Debtor Purchasers under the Purchase Agreements) pursuant to Bankruptcy Code sections 363 and 365.

8. *Superpriority Claims*. In accordance with Bankruptcy Code section 364(c)(1), the respective Securitization Facilities Obligations shall constitute allowed superpriority administrative claims in favor of each of the Lenders against each of their applicable Securitization Facilities Debtors (without the need to file any proof of claim) (the "Superpriority Claims"), on a joint and several basis as between those Securitization Facilities Debtors identified in the Securitization Transaction Documents within each separate Securitization Facility, with priority (except as otherwise provided herein) over any and all administrative expenses, adequate protection claims, diminution claims, and all other claims against the respective Securitization Facilities Debtors, 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 over any and all administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including, but not limited to, Bankruptcy Code sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, or 1114, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment; provided, however, that the Superpriority Claims shall be subject only to the Carve-Out (which shall be senior in priority in all respects to the Superpriority Claims granted under the Interim Order and hereunder) and the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion), *pari passu* solely with the DIP Superpriority Claims, and

senior to the Adequate Protection Superpriority Claims (as defined in the DIP Order). For purposes of Bankruptcy Code section 1129(a)(9)(A), the Superpriority Claims of each Lender shall be considered administrative expenses allowed under Bankruptcy Code section 503(b) and shall be payable from, and have recourse to, all pre- and post-petition property, and all proceeds thereof, of their applicable Securitization Facilities Debtors. Other than as expressly provided herein, including with respect to the Carve-Out, the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and the DIP Superpriority Claims, no cost or expense for the administration of these chapter 11 cases that has been or may be asserted against a Debtor under Bankruptcy Code sections 105, 364(c)(1), 503(b), 506(c), or 507(b) or otherwise, including those resulting from the conversion of any of these chapter 11 cases pursuant to Bankruptcy Code section 1112, shall be senior to or *pari passu* with the Superpriority Claims of the Agents, the Lenders, or any Non-Debtor Purchaser against the Securitization Facilities Debtors. The Agents shall be permitted to enforce, on a derivative basis, any Superpriority Claims against any of the Securitization Facilities Debtors belonging to the respective Non-Debtor Purchaser in respect of the Securitization Facilities Obligations arising under their respective Securitization Transaction Documents. For avoidance of doubt, nothing contained herein shall be construed (i) to grant, or otherwise permit an Agent a right to enforce, any Superpriority Claims against an Originator or a Servicer that is not specifically identified in the Agent's component Securitization Transaction Documents, or (ii) modify, alter, amend or replace any parties' rights or obligations under any applicable intercreditor agreement. The Superpriority Claims shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

9. *Security Interests and Liens.*

(a) Notwithstanding the foregoing, if any transfer of Receivables from an Originator to the applicable Non-Debtor Purchaser on or after the Petition Date is subsequently avoided or recharacterized as an extension of credit or a pledge rather than a true sale, to secure each Originator's postpetition obligations to the applicable Non-Debtor Purchaser, the applicable Agent, the applicable Lenders, and the other Secured Parties under the applicable Securitization Transaction Documents, the applicable Collateral Agent (for the benefit of the Secured Parties under the applicable Securitization Transaction Documents) was, by the Interim Order, and is hereby granted valid, binding, continuing, enforceable, unavoidable, and fully perfected first-priority continuing security interests in and liens upon all of such Originator's rights in the Receivables originated and purported to be sold through the Securitization Facility on or after the Petition Date, whether existing on the Petition Date or thereafter arising or acquired pursuant to Bankruptcy Code section 364 (the "Receivables Liens").

(b) Only with respect to credit extended by the Lenders on or after the Petition Date, the respective Collateral Agents (for the benefit of the respective Secured Parties under the respective Securitization Transaction Documents) was, by the Interim Order, and are hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements, or other agreements), valid, binding, continuing, enforceable, unavoidable, and fully perfected continuing first-priority security interests in all of the Originators' now existing, and hereafter acquired or arising, right, title, and interest in, to, and under 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 pursuant to Bankruptcy Code section 364 (the "Pledge Liens," and collectively with the Receivables Liens, the "Liens").

(c) The Liens shall (i) 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, (ii) not be subordinated to or made *pari passu* with any other lien or security interest, whether under Bankruptcy Code section 364(d) or otherwise, and (iii) be subject and subordinate to the Carve-Out and the Administration Charge (solely with respect to the Canadian Property, as defined in the motion). For the avoidance of doubt, any Liens granted hereunder or under the Interim Order with respect to component Securitization Transaction Documents shall be *pari passu*. The Liens shall not be subject to Bankruptcy Code sections 510, 549, 550, or 551, and the Debtors shall not invoke the "equities of the case" exception of Bankruptcy Code section 552(b) or 506(c).

(d) The Liens granted to the respective Collateral Agents pursuant hereto shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable, and effective by operation of law as of the Petition Date without any further action by any Debtor, any Non-Debtor Purchaser, any Agent, any Collateral Agent, the Lenders, or any other Secured Party and without the necessity of execution by any Debtor, or the filing or recordation, of any financing statements, security agreements, or other documents. No lien senior to or *pari passu* with the Liens may be permitted under Bankruptcy Code section 364(d)(1) against the Receivables. The foregoing provision shall continue the enforceability, perfection, and priority of the Liens, notwithstanding any name change, change of location, or other action by any of the Debtors that would require the filing of amendments to financing statements. The Liens shall be entitled to the full protection of Bankruptcy Code section 364(e) in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

10. *Preservation of Rights Granted Under the Interim Order and this Final Order*. Other than the Carve-Out, the Administration Charge (solely with respect to the Canadian Property, as defined in the Motion) and the DIP Superpriority Claims, no claim having a priority superior to or *pari passu* with those granted by the Interim Order or this Final Order shall be granted or allowed against any Securitization Facilities Debtor while any of the Securitization Transaction Documents applicable to such Securitization Facilities Debtor remain outstanding. This Final Order and the Securitization Transaction Documents shall survive and shall not be modified, impaired, or discharged by the entry of an order converting any of these chapter 11 cases to a case under chapter 7 of the Bankruptcy Code, dismissing any of these chapter 11 cases, or terminating the joint administration of these chapter 11 cases, or by any other act or omission. The Liens, the Superpriority Claims, and all other rights and remedies granted by the provisions of the Interim Order, this Final Order and the Securitization Transaction Documents shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until the Securitization Transaction Documents expire by their terms or have been otherwise terminated, including by agreement of the parties or in connection with a chapter 11 plan confirmed by this Court.

11. *Corporate Separateness*. The performance by the Securitization Facilities Debtors of their respective obligations under the Securitization Transaction Documents, the consummation of the transactions contemplated by the Securitization Transaction Documents, and the conduct by the Debtors of their respective businesses, whether occurring prior or subsequent to the Petition Date, do not, and shall not, provide a basis for: (a) a substantive consolidation of the assets and liabilities of any or all of any Securitization Facilities Debtors or any other Debtor with the assets and liabilities of any of the Non-Debtor Purchasers; or (b) a finding that the separate

corporate or other identities of any Non-Debtor Purchaser, Servicer, Originator, or any other Debtor may be ignored. Notwithstanding any other provision of this Final Order, the Agents and the Lenders agreed to enter into the applicable Securitization Transaction Documents in express reliance on the Non-Debtor Purchasers being separate and distinct legal entities with assets and liabilities separate and distinct from those of any of the Debtors.

12. *Payment of Fees, Costs, and Expenses*. Pursuant to the Securitization Transaction Documents and as described in the Motion, the Non-Debtor Purchasers have agreed to pay, and the Securitization Facilities Debtors were, by the Interim Order, and are hereby authorized and directed (without the necessity of any further application being made to, or order obtained from, this Court) to cause (or to have previously caused) the Non-Debtor Purchasers, as affiliates of the Securitization Facilities Debtors, and in consideration of, among other things, the efforts of and services performed by the Agents, the Collateral Agents, the Lenders, and any of their respective affiliates to pay certain reasonable and documented fees, costs and expenses (including those incurred by counsel) of the Agents, the Collateral Agents, the Lenders, and any of their respective affiliates, in each case as provided for in the Securitization Transaction Documents, including the reasonable and documented fees, costs and expenses incurred in connection with these Chapter 11 Cases and the proceedings in the Canadian Court (as defined in the Motion) regarding the Canadian Debtors. The Debtors may contest the reasonableness of any such amounts by filing an appropriate motion with the Bankruptcy Court.

13. *Accounts Control*. (a) That certain *Account Control Agreement*, dated as of July 13, 2022, by and among First Heritage Borrower, First Heritage Servicer, and Computershare; (b) that certain *Account Control Agreement*, dated as of July 15, 2022, by and among Heights Borrower, Heights Servicer, and Computershare; (c) that certain *Amended and Restated Deposit*

Account Control Agreement, dated as February 28, 2024, by and among First Heritage Servicer, Computershare, and Wells Fargo Bank, National Association; (d) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Finance Holding Co., Computershare, and Wells Fargo Bank, National Association; (e) that certain *Deposit Account Control Agreement*, dated as of January 27, 2023, by and among Heights Finance Holding Co., Computershare, and BMO Harris Bank, National Association, (f) that certain *Deposit Account Control Agreement*, dated as of November 3, 2023, by and among Heights Financing II, SouthernCo, Midtown as collateral agent and CIBC Bank USA, (g) that certain *Blocked Account Agreement*, dated as of August 1, 2023, by and among Canada SPV II, Canada II Administrative Agent and National Bank of Canada, (h) that certain *Blocked Accounts Agreement*, dated as of August 2, 2018, by and among Canada SPV I, Canada I General Partner, Canada I Administrative Agent and Royal Bank of Canada; and (i) that certain Letter Agreement, dated as of March __, 2024, by and between Curo Canada, LendDirect, Canada II Administrative Agent and Brinks Canada Limited, were, by the Interim Order, and are hereby approved in all respects, and each of the applicable Debtors is authorized, but not directed, to perform or continue to perform (or cause its applicable non-Debtor subsidiary to perform) its obligations thereunder.

14. *Accounts Intercreditor Agreement*. Each of (i) that certain *Accounts Intercreditor Agreement*, dated January 30, 2023, by and among Computershare, Heights I Servicer, Heights Finance Holding Co., Heights Financing I, CURO and any other parties that are or become signatories thereto by execution of the Joinder Agreement attached as Exhibit A thereto, (ii) that certain *Accounts Intercreditor Agreement*, dated February 28, 2024, by and among Computershare, First Heritage Servicer, First Heritage Financing, Heights II Financing, Heights II Collateral Agent, CURO, and any other parties that are or become signatories thereto by execution of the

Joinder Agreement attached as Exhibit A thereto and (iii) the Canada II IC, were, by the Interim Order, and are hereby approved in all respects, and each of Heights I Servicer, First Heritage Servicer and Canada II Servicer is authorized, but not directed, to perform or continue to perform, or cause its applicable non-Debtor subsidiary, to perform its obligations thereunder.

15. *Parties in Interest; Successors*. The Securitization Transaction Documents and the provisions of this Final Order shall be binding upon all parties in interest in these chapter 11 cases, including, without limitation, the Debtors, the Non-Debtor Purchasers, the Agents, the Lenders, and the respective successors and assigns of each of the foregoing (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of the Debtors, any examiner appointed pursuant to Bankruptcy Code section 1104, or any other fiduciary appointed as a legal representative of the Debtors or with respect to the property of the estate of any of the Debtors) and shall inure to the benefit of, without limitation, the Debtors, the Non-Debtor Purchasers, the Agents, and the Lenders.

16. *Derivative Standing*. Nothing in this Final Order vests or confers on any person (as defined in the Bankruptcy Code), including any Creditors' Committee (if appointed), standing or authority to pursue any cause of action belonging to the Debtors or their estates.

17. *No Control; No Fiduciary Duties*. The Non-Debtor Purchasers, the Agents, and the Lenders, either individually or as a group, shall not (a) be deemed to be in control of the operations of the Debtors or (b) owe any fiduciary duty to the Debtors or their respective creditors, shareholders, or estates.

18. *Reversal, Modification, Stay, or Vacatur*. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated, or stayed, such reversal, stay, modification, or vacatur shall not affect (a) the validity of any transfer of the Receivables made pursuant to the

provisions of the Securitization Transaction Documents prior to written notice to the Agent and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, (b) the validity of any obligation or liability incurred by the Securitization Facilities Debtors prior to written notice to the Agents and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, or (c) the validity and enforceability of any priority authorized or created pursuant to the Securitization Transaction Documents, the Interim Order, or this Final Order. Notwithstanding any such reversal, stay, modification, or vacatur, any indebtedness, obligations, or liabilities incurred or payment made by any Securitization Facilities Debtor, prior to written notice to the Agents and the Non-Debtor Purchasers of the effective date of such reversal, stay, modification, or vacatur, shall be governed in all respects by the original provisions of this Final Order, and the Agent, the Lenders, and the Non-Debtor Purchasers shall be entitled to all the rights, remedies, privileges, and benefits granted herein, pursuant to the Securitization Transaction Documents, with respect to all such indebtedness, obligations, or liabilities (including, without limitation, with respect to the manner in which the proceeds of the Receivables are applied) and to the full benefits of Bankruptcy Code sections 363(m) and 364(e) in connection therewith.

19. *Continuing Effect of Order*. Any dismissal, conversion, or substantive consolidation of these chapter 11 cases shall not affect the rights of the Agents and the Lenders under this Final Order, and all of their rights and remedies hereunder shall remain in full force and effect as if these chapter 11 cases had not been dismissed, converted, or substantively consolidated. Any order dismissing any of these chapter 11 cases under Bankruptcy Code section 1112 shall provide or be deemed to provide (in accordance with Bankruptcy Code sections 105 and 349) that (a) the claims, liens, and security interests granted to the respective Collateral Agents pursuant to

this Final Order shall continue in full force and effect and shall maintain their priorities as provided in this Final Order until all Securitization Facilities Obligations, and all other obligations under the Securitization Transaction Documents, have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all lending and funding commitments of the Lenders under the Securitization Transaction Documents have terminated; (b) such claims, liens, and security interests shall, notwithstanding such dismissal, remain binding on all persons; and (c) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, and security interests referred to in clauses (a) and (b) above.

20. *Not Property of the Estate; No Surcharge*. Upon a sale of any and all Receivables to a Non-Debtor Purchaser, any and all such Receivables sold, whenever created, are and shall be the property of that Non-Debtor Purchaser and not property of the Debtors' estates. Accordingly, no expenses for the administration of these chapter 11 cases or any future proceeding or case that may result from these chapter 11 cases, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against the sold Receivables or the proceeds thereof pursuant to Bankruptcy Code section 506(c) or otherwise, without the prior written consent of the applicable Agent (email shall suffice), and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent.

21. *Rights and Remedies Against the Debtors.* Immediately upon the occurrence and continuation of an Event of Default under the Securitization Transaction Documents, the automatic stay provisions of Bankruptcy Code section 362 were, by the Interim Order, and are hereby modified to the extent necessary to permit the respective Agents and the Collateral Agents to exercise any rights and remedies to the extent provided for in the Credit Agreements and other

Securitization Transaction Documents, as applicable, including to (a) set off and apply any and all amounts in accounts maintained by any of the Servicers or Originators against any obligations owing by any of the Servicers or Originators under the Securitization Transaction Documents to the extent such amounts do not constitute DIP Collateral (as defined in the DIP Order); (b) demand payment or performance of any Guaranteed Obligations (as defined in the Guaranties, as applicable); and (c) take any other actions or exercise any other rights or remedies permitted under the Interim Order or this Final Order, the Securitization Transaction Documents, or applicable law against the Debtors; provided, however, that prior to any such exercise of rights or remedies (other than the rights and remedies described in clauses (a) and (b)) such Agent shall give five (5) business days' prior written notice to the Debtors (with copies to the Notice Parties[7]) (such five (5) business day period, the "Agent Remedies Notice Period") provided, further, that during the

[7] The "Notice Parties" shall mean (a) proposed counsel to the Debtors, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Michael Stamer (mstamer@akingump.com) and Anna Kordas (akordas@akingump.com) and Akin Gump Strauss Hauer & Feld LLP, 2300 North Field Street, Suite 1800, Dallas, TX 75201, Attn: Sarah Link Schultz (sschultz@akingump.com); (b) counsel to Atlas as the First Heritage Administrative Agent and as the Heights I Administrative Agent, Weil, Gotshal & Manges LLP, 767 5th Ave, New York, NY 10153, Attn: Kevin Bostel (Kevin.Bostel@weil.com) and Justin Kanoff (Justin.Kanoff@weil.com); (c) counsel to the Ad Hoc Group, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (d) counsel to Midtown as Heights II Administrative Agent and Canada II Administrative Agent, Holland & Knight, LLP, 811 Main Street, Suite 2500, Houston, TX 77002, Attn: Anthony F. Pirraglia (Anthony.Pirraglia@hklaw.com) and Munger, Tolles & Olson LLP, 350 Grande Ave., 50th Floor, Los Angeles, CA 90071, Attn: Thomas Walper (Thomas.Walper@mto.com) (e) counsel to the Prepetition 1.5L Notes Trustee, Barnes & Thornburg LLP, One N. Wacker Drive, Suite 4400, Chicago, IL 60606-2833, Attn: Aaron Gavant (AGavant@btlaw.com) and Barnes & Thornburg LLP, 225 S. Sixth Street, Suite 2800, Minneapolis, MN 55402, Attn: Molly Sigler (Molly.Sigler@btlaw.com); (f) counsel to the DIP Agent, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (g) counsel to the Prepetition 1L Agent, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, New York 10019, Attn: Joshua A. Feltman (JAFeltman@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (h) counsel to the Prepetition 2L Notes Trustee, Foley & Lardner LLP, 321 North Clark Street, Suite 3000, Chicago, IL 60654, Attn: Harold Kaplan (hkaplan@foley.com); (j) counsel to Waterfall as Canada I Administrative Agent, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: David S. Berg (Dberg@kramerlevin.com) and Alexander Woolverton (awoolverton@kramerlevin.com) and Fasken Martineau DuMoulin LLP, 333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6, Attn: Aubrey E Kauffman (akauffman@fasken.com) and Elana Hahn (ehan@fasken.com) and (k) the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), 515 Rusk Street, Suite 3516, Houston, TX 77002 (USTP.Region07@usdoj.gov).

Agent Remedies Notice Period, only the Debtors, the Creditors' Committee (if appointed), the DIP Agent (as defined in the DIP Motion), the Prepetition 1L Agent (as defined in the DIP Motion), the Prepetition 1.5L Notes Trustee (as defined in the DIP Motion), the Prepetition 2L Notes Trustee (as defined in the DIP Motion) and/or the Ad Hoc Group (as defined in the Restructuring Support Agreement) shall also be entitled to seek an emergency hearing (with the Agent and the Lenders consenting to such emergency hearing) with the Court for the purpose of contesting whether, in fact, an Event of Default or other event or occurrence giving rise to the foregoing rights and remedies under the Securitization Transaction Documents has occurred and is continuing, with such hearing to place at the Court's first availability. If a request for such hearing is made prior to the end of the Agent Remedies Notice Period, the Agent Remedies Notice Period shall automatically be continued until the Court hears and rules with respect thereto, provided that, such extension shall not exceed fifteen (15) days. Except as set forth in this Paragraph 21 or otherwise ordered by the Court prior to the expiration of the Agent Remedies Notice Period, after the Agent Remedies Notice Period, the Debtors shall waive their right to and shall not be entitled to seek relief, including, without limitation, under Bankruptcy Code section 105, to the extent such relief would in any way impair or restrict the rights and remedies of the applicable Agent, or the applicable Lenders, under this Final Order or the Securitization Transaction Documents. Unless the Court has determined that an Event of Default has not occurred and/or is not continuing, the automatic stay, as to all of the applicable Agent, and the applicable Lenders, shall automatically be modified to the extent necessary to permit the exercise of rights and remedies under the Credit Agreements or any Securitization Transaction Documents at the end of the Agent Remedies Notice Period (as it may be extended in accordance with this paragraph) without further notice or order. Upon expiration of the Agent Remedies Notice Period (as it may be extended in accordance with

this paragraph), the applicable Agent shall be permitted, subject to the Intercreditor Agreements, to exercise all remedies set forth herein, and in the Securitization Transaction Documents, and as otherwise available at law without further order of or application or motion to this Court consistent with this Final Order. 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 (as defined in the DIP Orders), or to obtain any other injunctive relief. Any delay or failure of the applicable Agent to exercise rights under the Securitization Transaction Documents, the Intercreditor Agreements, or this Final Order shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise. The applicable Agent and the applicable Collateral Agent shall be entitled, derivatively, to assert any and all of the rights of the Non-Debtor Purchaser arising as a result of the Securitization Transaction Documents, including, without limitation, those rights conveyed under Bankruptcy Code section 363(m).

22. *Disclaimer of Liability*. Nothing in this Final Order, the Securitization Transaction Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the Agents or any Lender of any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their businesses or in connection with their restructuring efforts.

23. *Order Governs*. In the event of any inconsistency between the provisions of this Final Order and the Securitization Transaction Documents, the provisions of this Final Order shall govern. To the extent any provision of this Final Order conflicts or is inconsistent with any provision of any other order of this Court, the provisions of this Final 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 Final Order and the DIP Orders, a hearing shall be held before the Court to resolve such conflict prior to the enforcement of, or any actions being taken under, the provisions giving rise to such conflict by any party.

24. *Binding Effect of Stipulations and Releases*. The stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Final Order were binding upon the Debtors and any successor thereto in all circumstances upon entry of the Interim Order. The stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Final Order shall be binding upon all other parties in interest, including, without limitation, any Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estate in all circumstances, unless a party in interest with standing or the requisite authority (other than the Debtors, as to which any right to challenge the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Final Order is irrevocably waived and relinquished) has, under the appropriate Bankruptcy Rules, timely and properly filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph): (i) by no later than (x) the earlier of (A) confirmation of a chapter 11 plan and (B) (I) as to the Creditors' Committee only, 60 calendar days after the appointment of the Creditors' Committee, only in the event that a Creditors' Committee is appointed within 60 days of the entry of the Interim Order, (II) if the Chapter 11 Cases are converted to chapter 7 or a chapter 7 trustee or a chapter 11 trustee is appointed or elected prior to the end of the Challenge Period, then the Challenge Period for any such chapter 7 trustee or chapter 11 trustee shall be extended (solely as to such chapter 7 trustee and chapter 11 trustee) to the date that is the later of (1) 60 calendar days after entry of the Interim Order, or (2) the date that is 30 calendar days after its appointment, or (III) as for all other parties in interest, 60 calendar days

after entry of the Interim Order, or (y) any such later date as (A) has been agreed to by the Agents, or (B) has been ordered by the Court for cause upon a motion filed and served within any applicable period (the time period established by the foregoing clause (i), the "Challenge Period" and the date of expiration of the Challenge Period, the "Challenge Period Termination Date"); (ii) seeking to avoid, object to, or otherwise challenge stipulations, admissions, and releases contained in Paragraphs 3 and 4 of the Interim Order or this Final Order (any such claim, a "Challenge"); and (iii) in which the Court enters a final non-appealable order sustaining such Challenge in favor of the plaintiff in any such timely filed adversary proceeding or contested matter; provided, however, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim, and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred. If no such Challenge is timely filed prior to the Challenge Period Termination Date (or if any such Challenge is filed and overruled), then, without further order of this Court, all of the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Final Order shall be binding upon all parties in interest in these chapter 11 cases and shall not be subject to challenge or modification in any respect. If a Challenge is timely filed prior to the Challenge Period Termination Date, the stipulations, admissions, and releases contained in Paragraphs 3 and 4 of this Final Order shall nonetheless remain binding and preclusive on any Creditors' Committee and any other person or entity except to the extent that such stipulations and admissions were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Final Order vests or confers on any person, including, without limitation, any Creditors' Committee appointed in these chapter 11 cases, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation,

any challenge (including a Challenge) with respect to the Securitization Facilities. A separate order of the Court conferring such standing on any person shall be a prerequisite for the prosecution of a Challenge by such person.

25. *Reporting*. The Debtors shall provide copies of the reports referenced in the Credit Agreements to Wachtell, Lipton, Rosen & Katz, counsel to the Ad Hoc Group, and to any Creditors' Committee, if appointed, in these chapter 11 cases each date any other information or report delivered by or on behalf of either of the Servicers is delivered to either the Agents or the Lenders, as applicable, after entry of this Final Order. The Debtor shall provide copies of all reports referenced in the DIP Facility to counsel for the Agents.

26. *Effect of This Final Order*. This Final 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 Rules 4001(a)(3), 6004(h), 6006(d), 7062, or 9014, any Local Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Final Order.

27. *Amendments*. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions of the Securitization Transaction Documents shall be effective unless set forth in writing, signed by, or on behalf of, the Debtors and the applicable Agent, after five (5) business days' notice to the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee"), the Creditors' Committee (if appointed), the DIP Agent, the Ad Hoc Group, all other Agents and counsel to each of the foregoing; provided that, each of the Creditors' Committee (if appointed), the DIP Agent, and Required DIP Lenders reserves the right to file a motion with the Court to contest any waiver, modification, or amendment within that five (5)

business days' notice period on an emergency basis, and such waiver, modification, or amendment will not become effective until a resolution of the motion; provided, further, that, any such waiver, modification, or amendment that (a) does not modify the material terms of the Securitization Transaction Documents and/or (b) is necessary to conform the terms of the Securitization Transaction Documents to this Final Order shall not be subject to the notice requirements set forth in this Paragraph 27 and shall be effective upon execution by the parties thereto.

28. *Proofs of Claim.* The Agents and the Lenders shall not be required to file proofs of claim in these chapter 11 cases, including without limitation, following conversion to a case under chapter 7 of the Bankruptcy Code or in any successor case.

29. *Headings.* Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

30. The Debtors are authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

31. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be immediately effective and enforceable upon entry of this Final Order.

32. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

33. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Signed: April 19, 2024

Marvin Isgur
United States Bankruptcy Judge

Schedule “B”
Final Securitization Amendment 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]	)	(Joint Administration Requested)
	)	**Re: Docket Nos. 64, 140, 141, 150**

FINAL ORDER (I) AUTHORIZING CERTAIN DEBTORS TO ENTER INTO AMENDMENTS TO THE SECURITIZATION TRANSACTION DOCUMENTS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of this final order (this "Final Order"): (i) authorizing the Canadian Securitization Facilities Debtors to enter into the Canada I Amendment Documents and to perform their obligations thereunder, subject to the terms of the Interim Securitization Order, and (ii) granting related relief, all as more fully set forth in the Motion; and upon the Oppenheimer Securitization Amendments Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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

[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 such terms in the Motion.

having found 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 Debtors are authorized to enter into the Canada I Amendment Documents and to perform their obligations thereunder, subject to the terms of order approving the Securitization Motion on a final basis (the "Final Securitization Order"), entered substantially contemporaneously herewith.

2. After the Debtors' entry into the Canada I Amendment Documents becomes effective, the Canada I Amendment Documents shall be deemed Securitization Transaction Documents for purposes of the Final Securitization Order and the relief granted thereunder, subject to the terms of the Final Securitization Order.

3. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

4. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

5. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Final 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 Final Order.

Signed: April 19, 2024

Marvin Isgur
United States Bankruptcy Judge

Schedule “C”
Final Critical Vendor 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)
	)	**Re: Docket Nos. 12, 71, 87**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO PAY CERTAIN CRITICAL VENDOR CLAIMS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtors for entry of a final order (this "Final Order"): (i) authorizing the Debtors to pay certain prepetition claims held by certain essential Critical Vendors, as well as to settle disputes related thereto, each in the ordinary course of business; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; 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 that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and

[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.

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 Debtors are authorized, but not directed, in their reasonable discretion and subject to the limitations described herein, to honor, pay, or otherwise satisfy any accrued but unpaid Critical Vendor Claims on a postpetition basis, in an aggregate amount of up to $3 million on a final basis without prejudice to the Debtors' ability to seek additional relief granted hereto; *provided* that as a prerequisite to making a payment pursuant to this Final Order, the Debtors must receive written acknowledgement (email being sufficient) that such Critical Vendor will continue providing services and/or goods to the Debtors on Customary Trade Terms that are at least as favorable as the prepetition terms governing the Debtors' and such creditor's relationship on a postpetition basis. In the event the Debtors intend to exceed the amounts to be paid to the Critical Vendors, as detailed in the Motion, they shall file on the Court's docket a notice providing a period of 14 days for parties to file an objection to the Debtors exceeding such amounts. If an objection is timely filed, the Debtors shall request a hearing at the next regularly scheduled omnibus hearing or such other date as provided by the Court to resolve such objection.

2. Any creditor who accepts any payment on account of a Critical Vendor Claim in accordance with this Final Order must agree (an email being sufficient) to continue to provide services to the Debtors, as applicable, on Customary Trade Terms that are at least as favorable as the prepetition terms governing the Debtors' and such creditor's relationship during the pendency

of and after these Chapter 11 Cases. If a creditor, after receiving payment for a prepetition Critical Vendor Claim under this Final Order, ceases to comply with the Customary Trade Terms, or otherwise violates the Trade Terms Agreement, if applicable, then the Debtors, in their reasonable business judgment, may deem any and all such payments to apply instead to any postpetition amount that may be owing to such payee or treat such payments as an avoidable postpetition transfer of property under Bankruptcy Code section 549, and otherwise reserve their rights to pursue any and all remedies available to them. Any party that accepts payment from the Debtors on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Final Order.

3. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, provided that sufficient funds are on deposit and standing in the Debtors' credit in the applicable bank accounts to cover such payments, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

4. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final 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 nonbankruptcy law; (b) a waiver of the Debtors', or any other party in interest's, rights to contest or 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. For the avoidance of doubt, the authorization granted hereby to pay the Critical Vendor Claims shall not create any obligation on the part of the Debtors or their officers, directors, attorneys, or agents to pay the Critical Vendor Claims. None of the foregoing persons shall have any liability on account of any decision by the Debtors to not pay or to settle a Critical Vendor Claim for less than the asserted amount of such claim.

6. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or any statutory committee appointed in these Chapter 11 Cases to object to and seek the return of any payment made pursuant to this Final Order to an insider (as such term is defined in Bankruptcy Code section 101(31)) of the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors pursuant to this Final Order, the Debtors shall, to the extent reasonably practicable, provide three (3) business days' advance notice to, and opportunity to object by the U.S. Trustee, the Ad Hoc Group and any statutory committee

appointed in these Chapter 11 Cases, *provided* that if any party objects to the payment, the Debtors shall not make such payment without further order of the court.

7. Notwithstanding anything to the contrary in this Final Order, any payment authorized to be made by the Debtors pursuant to this Final Order shall be made only to the extent authorized under, and in compliance with, any order entered by the Court then in effect authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing (such orders, the "DIP Order") and the DIP Documents (as defined in the DIP Order), including compliance with any budget or cash flow forecast in connection therewith and any other terms and conditions thereof. Nothing herein is intended to modify, alter, or waive, in any way, any terms, provisions, requirements, or restrictions set forth in the DIP Order. To the extent there is any inconsistency between the terms of the DIP Order and the terms of this Final Order or any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

8. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

9. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon entry.

11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Signed: April 18, 2024

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

ORDER
(RECOGNITION OF FOREIGN ORDERS)

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